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KEY INFORMATION DOCUMENT

TRUCAP FINANCE LIMITED

(Formerly known as Dhanvarsha Finvest Limited)

("**Issuer**" / "**Company**")

A public limited company incorporated and validly existing under the Companies Act 1956 and validly existing under the Companies Act, 2013.
Key Information Document for issue of Debentures on a private placement basis dated: January 18, 2024

ISSUE OF UP TO 999 (NINE HUNDRED AND NINETY NINE) RATED, LISTED, UNSUBORDINATED, SECURED, TRANSFERABLE, REDEEMABLE, NON- CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) FOR CASH, AT PAR, AGGREGATING UP TO INR 9,99,00,000/- (INDIAN RUPEES NINE CRORES AND NINETY NINE LAKHS ONLY) IN A DEMATERIALISED FORM ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFFERED TO AS "DEBENTURES") BY TRUCAP FINANCE LIMITED (THE "COMPANY") OR ("ISSUER")

This Key Information Document shall be read in conjunction with the General Information Document bearing reference No. GID/2024-25/1 dated January 11, 2024.

PART A: DISCLOSURES AS PER SEBI NCS Regulations:

Please see below the disclosures as required under the terms of the SEBI NCS Regulations (as defined below):

S. No.	Particulars	Relevant Disclosure
1.	**Details of debenture trustee for the Issue:**	Name: Catalyst Trusteeship Limited Address: 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi –110001. Logo: Telephone Number: 022-4922 0505 Fax No.: 022-4922 0505 Website: www.catalysttrustee.com Email address: ComplianceCTL-Mumbai@ctltrustee.com Contact Person: Mr. Umesh Salvi, Managing Director

Rambabu Yadav Digitally signed by Rambabu Yadav
Date: 2024.01.18 20:20:23 +05'30'

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2.	**Details of credit Rating Agent for the Issue:**	Name: CARE Ratings Limited Address: 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (East), Mumbai - 400 022 Logo:  Telephone Number: +91-22- 6754 3456 Email address: care@careratings.com Contact person: Mr. Ravi
3.	**Date of Key Information Document**	January 18, 2024.
4.	**Type of Key Information Document**	This Key Information Document is being issued in relation to the private placement issue of Debentures.
5.	**The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable**	**Base Issue:** Issue of up to 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non- convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis.
6.	**The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the shelf prospectus (applicable only in case of public issuance);**	Not applicable.
7.	**Details of Registrar to the Issue:**	Name: MCS Share Transfer Agent Limited **Registered Address:** 383 Lake Gardens 1st Floor Kolkata, West Bengal - 700045 **Corporate Address**: 3B3, 3rd Floor, B-Wing, Gundecha Onclave Premises Co-op. Society Ltd. Kherani Road, Saki Naka, Andheri (E), Mumbai – 400 072  Telephone Number: 022 – 2851 6021 Website: www.mcsregistrars.com Email address: subodh.mcssta@gmail.com Contact Person: Mr. Subodh Vichare
8.	**Legal Counsel**	Name: Juris Corp, Advocates & Solicitors  Logo: advocates & solicitors

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		Contact Person: Partner, Securities Address: 302, Century Bhavan, 3rd Floor, Dr Annie Besant Road, Worli, Mumbai – 400 030, India Email: securities@jclex.com Tel: 022 6720 5555 Website: www.jclex.com
9.	**Statutory Auditor**	Bansal Bansal & Co. Name: Bansal Bansal & Co Address: 6/120, Mittal Industrial Estate, Andheri Kurla Road, Andheri East, Mumbai : 400 059. Website: http://www.bansalbansal.com Email address: mail@bansalbansal.com Telephone Number: +91 - 22 - 422 244 23 Contact Person: Jatin Bansal
10.	**Issue Schedule**	Date of opening of the Issue: January 18, 2024 Date of closing of the Issue: January 18, 2024 Date of earliest closing of the Issue (if any): January 18, 2024 Pay-in date: January 18, 2024 Deemed Date of Allotment: January 18, 2024 Redemption Date: July 18, 2025
11.	**Credit Rating of the Issue**	The Rating Agent has vide its letter dated September 27, 2023 and rating rationale and its press release dated June 02, 2023 assigned a rating of "CARE BBB / Stable" (pronounced as "CARE Triple B, Outlook: Stable") in respect of the Debentures. Please refer to **Annexure I** of this Key Information Document for the credit rating letter and rating rationale received from the Rating Agent assigning the credit rating abovementioned and the press release by the Rating Agent in this respect.
12.	**All the ratings obtained for the private placement of Issue**	Please refer to S.no 25 (*Credit Rating of the Issue*) above. No other ratings have been obtained for the purposes of this Issue.
13.	**The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change**	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited (**"BSE"**). Please refer to **Annexure VI** (*In-Principle approval received from BSE*) of the General Information Document for the in-principle approval for listing obtained from BSE in relation to the General Information Document as issued by the Issuer.

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		BSE shall be the 'Designated Stock Exchange' for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Master Circular, as may be amended from time to time.
14.	**The details about eligible investors;**	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (**"Eligible Investors"**): (a) Resident Individuals; (b) Hindu Undivided Family; (c) Trust; (d) Limited Liability Partnership, Partnership Firms; (e) Portfolio Managers and Foreign Portfolio Managers registered with SEBI; (f) Association of Persons; (g) Companies and Body Corporates including all Public Sector Undertakings; (h) Commercial Banks, Regional Rural Banks, Financial Institutions; (i) Insurance Companies; (j) Mutual Funds, Alternative Investment Funds (AIFs); (k) Foreign portfolio investors; (l) other foreign entities allowed by SEBI and RBI; (m) All QIBs; and (n) any non-QIB Investors; and any other investor eligible to invest in these debentures. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. **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.

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15.	**Coupon rate, coupon payment frequency, redemption date, redemption amount and details of debenture trustee**	In respect of the Coupon Rate, the Coupon Payment Frequency, the Redemption Date and Redemption Amount in respect of the Debentures, please refer to Section 2.4 (*Issue Details*) of this Key Information Document. The details of Debenture Trustee are provided under S. No. 1 of this table above.
16.	**Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable**	**Issue Size:** 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non- convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis. **Base Issue Size:** 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non- convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis. **Green Shoe option:** Not Applicable
17.	**Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:**	Not Applicable.
18.	**Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.**	The issuance of the Debentures does not exceed the threshold for mandatory electronic book platform as prescribed under Chapter VI of the SEBI Master Circular and accordingly the Issuer is not required to comply with the EBP Guidelines for this issuance of Debentures.
19.	**Specific declaration requested by BSE: non-equity regulatory capital**	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI NCS Regulations. The face value of each Debenture is INR 1,00,000/- (Indian Rupees One Lakh Only).

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Background

This Key Information Document (as defined below) is related to the issue of up to 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non- convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis by **TruCap Finance Limited** (Formerly Dhanvarsha Finvest Limited) (the **"Issuer"** or **"Company"**) and contains relevant information and disclosures required for the purpose of issuing of the Debentures and must be read along with the General Information Document issued by the Issuer. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the resolutions passed by the Board of Directors of the Issuer on August 13, 2021 and the finance committee of the Board dated September 20, 2023 and Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated September 18, 2018 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 2000,00,00,000/- (Indian Rupees Two Thousand Crores Only). The present issue of Debentures in terms of this Key Information Document is within the limits as prescribed in such relevant resolution.

THIS KEY INFORMATION DOCUMENT IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBENTURES TO BE ISSUED UNDER THE ISSUE.

THIS KEY INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/ 39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/POD1/P/CIR/2023/119 DATED 10TH AUGUST, 2021, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS. THIS KEY INFORMATION DOCUMENT SHALL BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT BEARING REFERENCE NO. GID/2024-25/1 DATED JANUARY 11, 2024.

Particulars	Date
Issue Opening Date	January 18, 2024
Issue Closing Date	January 18, 2024
Pay In Date	January 18, 2024
Deemed Date of Allotment	January 18, 2024

Listing

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The Debentures are proposed to be listed on the wholesale debt market of the BSE. The Issuer has obtained an in-principle approval in relation to the General Information Document from the Stock Exchange on January 09, 2024.

The Issuer, with prior notice to the Debenture Trustee, may get the Debentures listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires and if not otherwise defined in the General Information Document, the following terms shall have the meanings given below in this Key Information Document.

Business Day	shall be any day (other than a Sunday or a public holiday) under Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for general business in Mumbai, India. Additionally, the day on which payment of interest/redemption with respect to debt securities falls due, it has been decided that interest/ redemption payments shall be made only on the days when the money market is functioning in Mumbai, India. **"Business Days"** shall be construed accordingly.
CARE	shall mean CARE Ratings Limited a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having corporate identification number L67190MH1993PLC071691 and its registered office at Godrej Coliseum, 4th Floor, Somaiya Hospital Road, Off E – Express Highway Sion East, Mumbai – 400022, Maharashtra, India.
Conditions Precedent	means the conditions precedent set out under the heading in Section 2.4 (*Issue Details*) of this Key Information Document.
Conditions Subsequent	Means the conditions subsequent set out in Section 2.4 (*Issue Details*) of this Key Information Document.
Corporate Guarantor	shall mean Wilson Holdings Private Limited, a company incorporated and validly existing under the provisions of Companies Act 2013 and having registered address at 1st Floor, D J House, Old Nagardas Road, Andheri (East), Mumbai - 400 069, Maharashtra, India.
Coupon Payment Dates	means the payment dates as specified in **Annexure IV** of this Key Information Document.
Coupon Rate	13.50% p.a. (Thirteen point five zero per cent per annum) payable monthly.
Debenture Trust Deed	means the trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer dated January 17, 2024.
Debenture Trustee	Catalyst Trusteeship Limited. A copy of the consent letter has been annexed hereto in **Annexure II** of this Key Information Document Further, a copy of the due diligence certificate is set out in **Annexure VII** of this Key Information Document hereto.
Debenture Trustee Agreement	means the agreement executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with

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	the issuance of the Debentures dated September 27, 2023.
Debentures	Issue of up to 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis, pursuant to the terms of the General Information Document read along with this Key Information Document. **Base Issue:** 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis. **Green Shoe option:** Not Applicable
Deed of Guarantee	shall mean the deed of guarantee to be executed by the Corporate Guarantor to be executed on and around the date of the Debenture Trust Deed to guarantee the Payment Obligations connected to this issuance.
Deed of Hypothecation	shall mean the unattested deed of hypothecation dated on or around the date of the Debenture Trust Deed to create a first ranking, exclusive, current and continuing charge over the Hypothecated Assets, to be executed between the Issuer and the Debenture Trustee to secure the Payment Obligations in relation to the Debentures.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders – January 18, 2024.
Eligibility Criteria	(a) each Loan underlying the Hypothecated Assets shall be current at the time of selection and shall not be terminated or prepaid; (b) no Loan underlying the Hypothecated Assets should have been restructured or rescheduled (determined in accordance with the criteria prescribed by the RBI); (c) The hypothecated Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI; (d) each Loan underlying the Hypothecated Assets should be in the form of a loan extended for the purpose of its / his / her business; (e) each Loan underlying the Hypothecated Assets must have been originated by the Company, and must not have been purchased from any other third party;

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	(f) No Loan underlying the Hypothecated Assets must have been a "co-lent" loan; (g) the Company shall have the option to buy the portfolio of the Loans underlying the Hypothecated Assets or cause such portfolio to be securitized (in whole or in part) and sold to a special purpose vehicle at a future date at a purchase price mutually agreed upon by the Company and the Obligor based on the prevailing market rates ("**Purchase Price**"). Any difference between the amounts due under each Loan Agreement and the Purchase Price shall be repaid forthwith by the Obligors to the Company, at the option of the Company. The portion of such portfolio securitized shall be selected by the Company based on the Company's due diligence and agreed eligibility criteria; (h) each Loan underlying the Hypothecated Assets must be free from all encumbrances and should not be subject to any lien or charge; (i) each Loan originated from the portfolio should not be provided to individuals who have had a history of late payments or overdues; (j) Hypothecated Assets should be formed only by allocating 100% (one hundred percent) of the Loans. No Loan hypothecated to the Debenture Holder shall be hypothecated to any other Debenture holder; (k) The proportion of assets which are delinquent but less than 60 (sixty) days should not be more than 10% (ten percent) part of the pool at any point of time; (l) each Loans constituting the portfolio shall consist of atleast 50% (fifty percent) of gold loans; (m) each Loan constituting the portfolio should not have ticket size greater than USD 10,000 (United States Dollar Ten Thousand Only); and (n) each Loan constituting the portfolio should not be loan against property loan.
Eligible Investors	has the meaning given to it under Section 4.6 of the Key Information Document.
Events of Default	means the events of default set out in Section 3.3 (*Events of Default*) of this Key Information Document, and "Event of Default" shall be construed accordingly.
Final Redemption Date	means the date occurring on the expiry of a 18 (Eighteen) months from the Deemed Date of Allotment, being – July 18, 2025.
Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any credit facility;

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	(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any amount payable for redemption of any redeemable preference share which: (i) is redeemable at the option of the Company; or (ii) according to the terms of its issue, is redeemable prior to the maturity of the Debentures; (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IND AS, be treated as a finance or capital lease; (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (h) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: (i) is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or (ii) involves a period of more than six months before or after the date of acquisition or supply; (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and

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	(l) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
General Information Document	means the General Information Document issued by the Issuer bearing reference No. GID/2024-25/1 dated January 11, 2024, for the purpose of issue of the non-convertible securities on a private placement basis in accordance with Applicable Laws.
Hypothecated Assets	has the meaning given to it in the Section 2.4 (*Issue Details*).
Issue	means the private placement of the Debentures.
Issue Closing Date	January 18, 2024
Issue Opening Date	January 18, 2024
Key Information Document	This Key Information Document dated January 18, 2024
Location of Dispute Resolution	Mumbai, India
Majority Debenture Holders	shall mean, such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the nominal amount of the Debentures for the time being outstanding.
Material Adverse Effect	means 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 operation of the Company where the net worth erodes by more than 10% (ten) percent; (b) the ability of the Company 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).
Net Worth	has the meaning given to it in the Act.
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of the Debenture Trust Deed or any Transaction Document.
Outstanding Principal Amount	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of the Debenture Trust Deed or any Transaction Document.
Payment Default	means 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 section named "Events of Default" under Section 3.3 (*Events of Default*) of this Key Information Document.
Payment Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the

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	Debenture Trustee under the Debenture Trust Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents.
Private Placement Offer cum Application Letter/PPOAL	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Purpose	The proceeds of the issuance of Debentures will be utilized by the Issuer for the purpose of onward lending and business growth. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: (a) any capital markets instruments such as equity and equity linked instruments or any other capital market related activities; (b) any speculative purposes; (c) any investment in the real estate sector; and (d) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies. PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks for a period not exceeding 15 (fifteen) calendar days from the Deemed Date of Allotment.
Rating	"CARE BBB / Stable" assigned by the Rating Agent.
Rating Agent	means CARE Ratings Limited a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having corporate identification number L67190MH1993PLC071691 and its registered office at Godrej Colis^{eu}m, 4th Floor, Somaiya Hospital Road, Off E – Express Highway Sion East, Mumbai – 400022, Maharashtra, India.
Record Date	means the date falling 07 (seven) days prior to the Coupon Payment Date or the Redemption Date.
Redemption Date	means each of the Final Redemption Date and the dates on which a Redemption Payment is required to be made as more particularly set out in Annexure IV this Key Information Document.
Redemption Payment	means the payment of the Outstanding Principal Amounts of the Debentures on the Redemption Dates (including the Final Redemption Date) or any other date in accordance with the Debenture Trust Deed.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories.
R&T Agent/Registrar	shall mean MCS Share Transfer Agent Limited, a company

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	incorporated and validly existing under the Companies Act, 2013 with corporate identification number U67120WB2011PLC165872 and having its registered office at 383 Lake Gardens 1st Floor Kolkata, West Bengal - 700045, India.
Security Cover	has the meaning given to it in the Section 2.4 (*Issue Details*).
Stock Exchange	shall mean BSE.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 2.4 of this Key Information Document.
Transaction Security	has the meaning given to it in the Section 2.4 (*Issue Details*).
WDM	Wholesale Debt Market segment of the BSE.

** Capitalised terms used herein but not defined in this Key Information Document shall have its meaning as given in the Debenture Trust Deed.

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SECTION 2: REGULATORY DISCLOSURES

This Key Information Document is prepared in accordance with the provisions of SEBI NCS Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI NCS Regulations.

2.1 Expenses of the issue:

Particulars of expenses	Amount	Percentage of total expenses	Percentage of total issue size
Lead Manager Fees	-	-	-
Underwriting Commission	-	-	-
Brokerage, selling commission and upload fees	-	-	-
Fees payable to the registrar to the issue	10,000	3.52	0.01
Fees payable to the legal advisors	-	-	-
Advertising and marketing expenses	-	-	-
Fees payable to the regulators including stock exchange	37,250	13.10	0.03
Expenses incurred on printing and distribution of issue stationary	-	-	-
Any other fees, commission or payments under whatsoever nomenclature	2,37,000	83.38	0.20

2.2 Debt: Equity Ratio of the Company:

Before the issue	2.01
After the issue	2.06

Note- Net worth figure has been taken as on September 2023 end.

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

The Debentures are secured by a corporate guarantee provided by the Corporate Guarantor.

2.4 Disclosure of Cash flow with date of interest/dividend/ 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:***

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Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (*Day count convention, disclosure of cash flows and other disclosures in the offer document*) of the SEBI Master Circular, as may be amended and modified from time to time;

(b) ***Cash flows emanating from the non-convertible securities shall be mentioned in the Key Information Document, by way of an illustration:***

The cashflows emanating from the Debentures, by way of an illustration, are set out in Annexure IV of this Key Information Document.

2.5 Issue Details applicable for this issuance of the Debentures under this Key Information Document.

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	13.50% TruCap Finance 2025
Issuer	TruCap Finance Limited
Type of Instrument	Rated, Listed, Unsubordinated, Secured, Transferable, Redeemable, Non-Convertible Debentures.
Nature of Instrument (Secured or Unsecured)	Rated, Listed, Unsubordinated, Secured, Transferable, Redeemable, Non-Convertible Debentures.
Issue Schedule	<table><tr><td>Issue Opening Date</td><td>January 18, 2024</td></tr><tr><td>Pay-in Date</td><td>January 18, 2024</td></tr><tr><td>Issue Closing Date</td><td>January 18, 2024</td></tr><tr><td>Deemed Date of Allotment</td><td>January 18, 2024</td></tr></table>
Seniority (Senior or subordinated)	Unsubordinated
Eligible Investors	Please refer to Section 4.6 (Eligible Investors).
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE.

(a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and procure permission for listing of the Debentures from the Stock Exchange within (T+3) working

days, wherein "**T**" shall be referred to the issue closing date ("**Listing Period**").

(b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.

(c) In the event there is any delay in listing of the Debentures beyond (T+3) working days, wherein **"T"** shall be referred to the issue closing date, the Issuer will:

(i) pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed;

(ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).

Rating of Instrument	"BBB / Stable" issued by CARE
Minimum Subscription	Minimum of 100 Debentures and then in multiples of 1 Debenture thereafter
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue / Purpose for which there is requirement of funds	The proceeds of the issuance of Debentures will be utilized by the Issuer for the purpose of onward lending and business growth. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: (a) any capital markets instruments such as equity and equity linked instruments or any other capital market related activities; (b) any speculative purposes (c) any investment in the real estate sector; and (d) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies. PROVIDED HOWEVER, the Company shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks for a period not exceeding 15 (fifteen) calendar days from the Deemed Date of Allotment.
In case the issuer is a NBFC and the	Not Applicable.

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objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the prescribed format:	The proceeds raised from the Issue will be used solely for the Purpose as particularly mentioned in the Section 1 (Definitions and Abbreviations) of this Key Information Document.
Details of the utilization of the Proceeds	100% (One Hundred Percent) of the issue proceeds will be utilized only towards raising debt for the ongoing business of the Issuer (including the expansion of the Issuer's onward lending).
Coupon Rate	13.50% p.a. (Thirteen point five zero per cent per annum) payable monthly.
Step Up Coupon Rate	In the event the Credit Rating of the Debentures issued by the Issuer is downgraded from the current rating of "CARE BBB (Stable)" by 1 (one) notch, the Coupon Rate shall be increased by 0.50% (zero point five zero percent) for every notch of rating downgrade, applicable from the date of such downgrade until such event is cured, on the Outstanding Principal Amount and accrued interest, if any, of the Debentures. If the Issuer of the Debentures is rated by more than 1 (one) rating agency, then the lowest of the ratings shall be considered.
Coupon Payment Frequency	Monthly
Coupon Payment Dates	As per the dates set out in **Annexure IV**.
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. The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days. In case of a leap year, if 29th February of the relevant leap year falls during the Tenor of the Debentures, then the number of days shall be reckoned as 366 (Three Hundred and Sixty-Six) days for the one-year period.

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Interest on Application Monies	Not Applicable
Default Interest Rate	(a) In the event there is any delay in listing of the Debentures beyond 3 (three) trading days from the date of issue closure of the issue for the Debentures or if the Debentures are delisted for a continuous period of 1 (one) month, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum on the Outstanding Principal Amounts over the Interest Rate for the period of delay or delisting from the Deemed Date of Allotment until the listing of the Debentures is completed. (b) In case of default in payment of Coupon and / or Redemption Amount on as per the payment mechanism, additional coupon rate of 2% (two percent) per annum (two percent per annum) over the Coupon Rate will be payable by the Issuer from the date of default till such default in payment of Coupon and/or Redemption Amount is rectified. (c) Save and except paragraph (d) below, in case of default by the Issuer in the performance of any of the covenants of this Issue after the completion of the cure period as mentioned in Schedule XII (*Events of Default*) of the Debenture Trust Deed, additional coupon rate of 2% (two percent) per annum over the Coupon rate will be payable by the Issuer from the date of default till such default is rectified. (d) Any failure to create and perfect security over the Hypothecated Assets within the timelines set out in the Transaction Documents shall attract 3% (three percent) per annum additional interest over the Coupon Rate. Each of the default coupon rates mentioned above are mutually exclusive and will be payable in the event the circumstance triggering the default coupon rate occurs.
Tenor	18 (Eighteen) months from the Deemed Date of Allotment – July 18, 2025
Redemption Date / Maturity Date	July 18, 2025 The Debentures shall be redeemed on a pro rata basis as set out in Annexure IV and shall

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	be fully redeemed by the Final Redemption Date.
Redemption Amount	At par
Early Redemption	Subject to Applicable Law, in case of Early Redemption of the Debentures on any date before the Final Redemption Date (other than due to an Event of Default), the Company may by issuing at least 30 (thirty) days prior written notice to Debenture Trustee redeem the Debentures on any specified day prior to the Due Date where consent of the Majority Debenture Holders shall be sought. The Issuer shall pay a penalty of 2% (two percent) on the Outstanding Principal Amounts. The Early Redemption of Debentures shall be subject to the consent of the Majority Debenture Holders. Where an early redemption has occurred in accordance with the terms of the Debenture Trust Deed so that the amounts paid by the Company has resulted in partial redemption of the outstanding Debentures, the amount redeemed by the Company shall be reduced pro rata from the outstanding Redemption Instalments across the Debentures and **Schedule IV** (*Interest Payment Dates*) and **Schedule V** (*Redemption Schedule*) of the Debenture Trust Deed shall be deemed to be updated to reflect the reduction.
Mandatory Redemption	On the occurrence of the Mandatory Redemption Event and subject to Applicable Law, the Debenture Trustee shall have the right but not the obligation to demand immediate Redemption of the Debentures, by serving a written notice to the Issuer (on behalf of the Debenture Holders), within 30 (thirty) days from the occurrence of the Mandatory Redemption Event, to the Issuer or persons identified by him. The Debenture Trustee (acting on behalf of Debenture Holders) shall issue the notice within 15 (fifteen) Business Days upon being informed about the Mandatory Redemption Event.
Mandatory Redemption Event	In the event the Credit Rating of the Debentures issued by the Issuer is downgraded from the current rating of CARE BBB (Stable).
Early Redemption Date/ Mandatory	means the date on which the Debentures are

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Redemption Date	to be redeemed prior to the Final Redemption Date in terms of the Transaction Documents.
Early Redemption Notice	As set out in the Debenture Trust Deed
Early Redemption Premium	2% (two percent) on the Outstanding Principal Amount prepaid.
Voluntary Redemption	Not Applicable
Redemption Premium/ Discount	Not Applicable
Issue Price	INR 1,00,000/- (Indian Rupees One Lakh) 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 such premium / discount	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not Applicable
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	INR 1,00,000/- (Indian Rupees One Lakh only) per Debenture
Minimum Application and in multiples of thereafter	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000/- (Indian Rupees One Crore), and 1 (one) Debenture thereafter

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Issue Timing 1) Issue Opening Date 2) Issue Closing Date 3) Date of earliest closing of the Issue, if any 4) Deemed Date of Allotment 5) Pay-in Date	 1) January 18, 2024 2) January 18, 2024 3) January 18, 2024 4) January 18, 2024 5) January 18, 2024
Settlement mode of the Instrument	RTGS / NEFT / IMPS
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	Please refer to Annexure IV in this Key Information Document.
Record Date	As set out more particularly in Section 1 of this Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	**Representations and Warranties** Please refer to Section 3.1 of this Key Information Document. **Affirmative Covenants** Please refer to Section 3.2 (a) of this Key Information Document. **Negative Covenants** Please refer to Section 3.2 (b) of this Key Information Document. **Reporting Covenants** Please refer to Section 3.2 I of this Key Information Document. **Financial Covenants** Please refer to Section 3.2 (d) of this Key Information Document.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the General	The Debentures shall be secured by way of a first ranking, exclusive, current and continuing charge over certain identified receivables of the Issuer (**"Hypothecated Assets"**) that is created / shall be created pursuant to the Hypothecation Agreement between the Issuer and the Debenture Trustee. The Hypothecated Assets shall consist of loans originated from the proceeds of the Debentures.

Information Document.	The Security shall be created and register on or before the Deemed Date of Allotment pursuant to the terms of the Hypothecation Agreement and such other Transaction Documents and shall perfect the security over the Hypothecated Assets within 30 (Thirty) calendar days from the date of execution of the Hypothecation Agreement thereof by filing the relevant forms within the timeline as applicable. **Eligibility Criteria:** At all times, during the Tenor of the Debentures, the Hypothecated Assets shall comply with the eligibility criteria, as more particularly set out in the Hypothecation Agreement. **Security Cover:** The Issuer shall ensure that the value of the Hypothecated Assets, at all times from the Deemed Date of Allotment until the Final Settlement Date is equal to 1.10x (one decimal point one zero times) or 110% (one hundred and ten percent) of the aggregate amount of Outstanding Principal Amount of the Debentures where at least 1.10 (one decimal point one zero) time or 110% (one hundred and ten percent) of the security cover is from principal receivables (**"Security Cover"**). **Delay in creation of Security:** The Issuer shall pay a penal interest of 2.0% (Two Percent) p.a. in case there is any delay in the creation from the Deemed Date of Allotment and registration and perfection of the security over the Hypothecated Assets. **Terms of creation and replacement of Security:** The Security shall be created over the Hypothecated Assets as per the terms and conditions as more particularly set out in the Hypothecation Agreement. The Company shall, within the timelines prescribed under the Hypothecation Agreement replace such Hypothecated Assets that do not satisfy the Eligibility Criteria. In case of any repugnancy between the terms of this Key Information Document read together with the General Information Document and the terms of creation of

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	security as set out in the Hypothecation Agreement, the terms of Hypothecation Agreement shall prevail to the extent of inconsistency.
Transaction Documents	The Debenture Trust Deed, the Debenture Trustee Agreement, the Disclosure Documents, the Hypothecation Agreement, the Hypothecation Confirmation Letter, the Power of Attorney, the Deed of Corporate Guarantee, Resolutions, the letters issued by the Rating Agency and the Registrar, undertakings, tripartite agreement as required under the Deed and all other documents in relation to the issuance of the Debentures.
Conditions Precedent to Disbursement	(i) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee. (ii) All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed. (iii) Execution of the Form PAS-4, Debenture Trustee Agreement, Debenture Trust Deed, **Hypothecation Agreement**, the Power of Attorney and the Deed of Corporate Guarantee, in a form and manner satisfactory to the Debenture Trustee shall have taken place. (iv) A copy of the letter from the RTA providing its consent to act as the Registrar for the issue of Debentures. (v) The Issuer shall have circulated the Debt Disclosure Documents for the issue of Debentures.

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	(vi) Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'CARE BBB (Stable)' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (vii) The Company shall have obtained the Debenture Trustee Consent Letter from the Debenture Trustee. (viii) The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that:- a. the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; b. the borrowing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded; c. no Material Adverse Effect has occurred in the Company, and/or the business of the Company; (ix) The delivery by the Company to the Debenture Trustee, of certificates signed by authorized signatories of the Company, in a form and substance satisfactory to the Debenture Trustee, with respect to: a. incumbency and signatures; b. absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect; c. all representations and warranties contained in the Debenture Trust Deed are true and correct in all material

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	respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and d. the Debenture Trustee shall have received from the Company its audited account statements for the Previous Year. (x) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (xi) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (xii) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (xiii) The Company shall have submitted to the Debenture Trustee, its audited account statements alongwith independent auditor's report of the Company for the financial year ended on 31st March 2023. (xiv) A certified true copy of the latest Charter Documents of the Guarantor, certified as correct, complete and in full force and effect by the appropriate officer. (xv) A certified copy of the board resolution of the Guarantor where the guarantor is a corporate guarantor for providing the guarantee. (xvi) A certified copy of the shareholders resolution of the Guarantor under Section 186 of the Companies Act or alternatively a certificate from the Guarantor confirming that they are in compliance with Section 185 and Section 186 of the Companies Act / Section 185 and Section 186 of the Companies Act is not applicable. (xvii) Payment of all fees and stamp duty under the Transaction Documents

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	executed is done to the satisfaction of the Debenture Trustee. (xviii) A copy of the e-Form MGT-14 filed with the Registrar of Companies with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures. (xix) The Issuer shall have obtained due-diligence certificate from the Debenture Trustee. (xx) The Issuer shall have complied with all the provisions of the SEBI Debenture Trustees Master Circular in relation to compliance with distributed ledger technology requirements. (xxi) The Issuer shall have obtained the International Securities Identification Number (ISIN) in respect of the Debentures. (xxii) The Company shall provide such other information, documents, certificates, opinions and instruments as the Debenture Holder may reasonably request.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (i) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder. (ii) Certified true copy of the board resolution for the allotment of the Debentures, within 2 (two) Business Days of the Deemed Date of Allotment. (iii) Copy of Form PAS-5 being maintained by the Company in accordance with the Act, where the Company has recorded the names of the subscribers to the Debentures

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		within 7 (seven) Business Days of Deemed Date of Allotment.
	(iv)	File CHG-9 with Registrar of Companies within the timelines prescribed by the Act and Rules thereunder.
	(v)	Credit the demat account of the Applicants with such number of Debentures which have been allotted to them within 2 (Two) Business Days from the Deemed Date of Allotment.
	(vi)	Payment of stamp duty at 0.005% (zero point zero zero five percent) on the Debentures as per the Indian Stamp Act, 1899.
	(vii)	The Company shall provide/submit all such post listing disclosures as required under Master Circular and NCS Listing Regulations.
	(viii)	As applicable to the Issuer in accordance with the Applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with Section 215 of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.
	(ix)	Obtaining the final listing approval from the Stock Exchange in respect of the Debentures (including but not limited to payment of all fees) and list the Debentures on the wholesale debt market segment of BSE within 3 (three) working days from the issue closing date of Debentures.
	(x)	a certificate from the Company's chartered account in respect of the utilization of funds raised by the issue of the Debentures within 60 (sixty) days from the Deemed Date of Allotment.
	(xi)	Any other document as required by the Debenture Trustee.

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	(xii) Any other document as required elsewhere under the Transaction Documents.
Events of Default (including manner Of voting /conditions of joining Inter Creditor Agreement)	Please refer to Section 3.3 of this Key Information Document.
Creation of recovery expense fund	The Company hereby agrees and undertakes that it shall create a recovery expense fund in the manner as set out in NCS Regulations and the SEBI Debenture Trustees Master Circular or such other circulars as may be specified by the SEBI from time to time and shall inform the Debenture Trustee of the same in writing. Without prejudice to the generality of the foregoing, the Company shall ensure compliance with the SEBI NCS Regulations, as amended/ supplemented from time to time in relation to the creation and maintenance of the recovery expense fund, the key provisions of which are as follows: (a) Creation of Recovery expense fund: The Company 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 The Company shall ensure that the bank guarantees remains valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the designated stock exchange shall invoke such bank guarantee. (b) Utilisation of recovery expense fund: In the event of default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement of security and shall inform the same to the designated stock exchange. The amount lying in the recovery expense fund shall be released by the designated stock exchange to the Debenture Trustee within five working days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses

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	incurred out of the funds received from recovery expense fund towards enforcement of Security. (c) Refund of recovery expense fund to the Company: The balance in the recovery expense fund shall be refunded to the Company on repayment to the Debenture holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.
Conditions for breach of covenants (as Specified in the relevant Tranche Debenture Trust Deed)	Please refer to sections named "Default Interest Rate" above and Section 3.3 below.
Provisions related to Cross Default Clause	The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Company 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.
Risk factors pertaining to the issue	Please refer to Section 3 (*Risk Factors*) of the General Information Document
Governing Law	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Mumbai, India and as more particularly provided for in the Debenture Trust Deed. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum

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	in India. (a) The Company agrees that the courts and tribunals at the Location of Dispute Resolution shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Debenture Trust Deed and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with the Debenture Trust Deed may be brought in such courts or the tribunals and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals. (b) Both the Parties irrevocably waive any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at the Location of Dispute Resolution and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at the Location of Dispute Resolution shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Law. (c) Nothing contained in sub-clause (b) above, shall limit any right of the Debenture Trustee to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum. (d) To the extent that the Company may in any jurisdiction claim for itself or its

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	Assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its Assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

Note:

1. 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 events which lead to such change should be disclosed.

2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.

3. While the debt securities are secured to the tune of 110% (One Hundred and Ten percent) the aggregate amount of the Outstanding Principal Amount or as per the terms of Key Information Document, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

4. The Issuer shall provide granular disclosures in this Key Information 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".

   As specified in this Key Information Document.

5. **Future Borrowings**
   The Company shall be entitled to borrow or raise loans or create encumbrances or avail financial assistance in whatever form, and also issue promissory notes or debentures or other securities, without the consent of, or intimation to the Debenture Holders or the Debenture Trustee in this connection.

   However, no such borrowings will have the benefit of the security interest created over the Hypothecated Assets and granted to the Debenture Trustee and Debenture Holders under the Transaction Documents. Notwithstanding anything contained in this Key Information Document, the Company shall continue to comply with the financial covenants set forth in Section 3.2 (d) (Financial Covenants) below. The Company further confirms and undertakes that it would not create or attempt to create any further charge/encumbrance on the Hypothecated Assets in favour of other lenders or any part thereof, without the consent of the Debenture Trustee/Debenture Holders.

2.6 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.

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Parties	Consent
Directors	Board resolution read along with the resolution passed by the finance committee of the board of directors of the Issuer, the copies of which are attached in **Annexure V Part** I and **Annexure V Part II** of this Key Information Document.
Auditors	Not applicable
Bankers	Not applicable
Debenture Trustee	Copy of the Debenture Trustee consent letter has been set out in **Annexure II** of this Key Information Document
Solicitors / Advocates	Not applicable
Legal Advisors	Not applicable
Registrar	Copy of the consent letter of the registrar and transfer agent has been set out in **Annexure VIII** of this Key Information Document

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SECTION 3: TRANSACTION DOCUMENTS AND KEY TERMS

3.1 Representations and Warranties of the Issuer

The Company makes the representations and warranties set out in this Clause to the Debenture Trustee for the benefit of the Debenture Holders on the date of the Debenture Trust Deed and during the term of the Debentures.

(a) ***Status***

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

(ii) It is registered as a non-banking financial company with the RBI.

(iii) It and each of its subsidiaries (as defined under the Act) has the power to own their respective Assets and carry on their respective business as it is being conducted.

(b) ***Binding obligations***

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

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

The entry into and performance by it of, the transactions contemplated by the Transaction Documents do not and will not conflict:

(i) any Law or regulation applicable to it;

(ii) its Constitutional Documents; and

(iii) any agreement or instrument binding upon it or any of its Assets.

(d) ***Power and authority***

It has the power to issue the Debentures and to enter into, perform and deliver, and has taken all necessary authorisations its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

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

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

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(iii) for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

(f) ***No default***

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

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

Each Debenture constitutes direct and unconditional and secured obligations of the Company. The claims of the Debenture Holders shall be superior to all the claims of equity investors/ lenders of Tier I Capital and Tier II Capital (including without limitation, any Subordinated Debt) and shall rank at least *pari passu* inter se and to all other lenders who have not expressly agreed to subordinate their claims to those of other lenders of the Company.

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

Except as disclosed by the Company in its Disclosure Document(s), annual reports and financial statements, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been started or threatened against the Company, where such proceedings could result in or cause a Material Adverse Effect.

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

(A) All information provided by the Company to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(B) It has disclosed all information in the Disclosure Document(s) that is relevant for the Applicants to apply for subscription of the Debentures.

(j) ***No Material Adverse Effect***

(i) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of, any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated against the Company which would have a Material Adverse Effect on the Company, nor has any notice or other communication (official or otherwise) from any Governmental Authority been issued or outstanding or to the best of the Company's knowledge (after making due and careful enquiry), anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such applicable Law or requiring them to take or omit any action.

(ii) Neither the Company nor any Group Entity has violated, or breached any applicable Law (including, but not limited to, any Environmental and

Social Requirements or Client Protection Laws) which has resulted in or could reasonably be expected to have a Material Adverse Effect.

(k) ***Assets***

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

(l) ***Financial statements***

(i) Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with IND AS consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its financial statements for the Previous Year supplied to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the relevant Financial Year save to the extent expressly disclosed in such financial statements.

(iii) It has disclosed all its borrowings from various banks and financial institutions in the Disclosure Document(s).

(m) ***Solvency***

(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of applicable Law, nor will it become unable to pay its debts for the purposes of applicable Law as a consequence of entering into the Debenture Trust Deed or any other Transaction Document.

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

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

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

(v) No insolvency or bankruptcy process has commenced under the (Indian) Insolvency and Bankruptcy Code, 2016 in respect of the Company.

(vi) No reference, enquiry or proceedings under corporate debt restructuring (CDR) mechanism or the strategic debt restructuring (SDR) mechanism of the RBI, and no steps have been taken by any lender in respect of any member of the Group, under the 'Scheme for Sustainable

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Structuring of Stressed Assets (S4A) issued by the RBI.

(n) ***No immunity***

The Company is not entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

(o) ***Legal and Beneficial Ownership***

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN/FCRN/LLPIN/FLLPIN of the Company on the website http://www.mca.gov.in/MCA21/index.html under the heading "Index of Charges"), the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(p) ***Compliance with Laws***

(i) The Company and its Group Entities have conducted and are conducting their respective businesses in all material respects in compliance with all applicable Laws including but not limited to Environmental and Social Requirements and Client Protection Laws.

(ii) With respect to all such Environmental and Social Requirements, the Company and each Group Entity (1) have been issued and will maintain all required consents and will take all reasonable steps in anticipation of known or expected future changes or obligations to the same, (2) have not received any complaint, order, directive, claim, citation, or notice by any Governmental Authority, and (3) have not received any complaint or claim from any person seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive relief.

(iii) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to SEBI, the BSE and the ROC (if applicable) and obtain all consents and approvals required for the completion of the Issue.

(q) ***Anti-terrorism Laws***

The Company and its affiliates are in compliance in all respects with all Anti-Terrorism Laws, and are adhering to all regulatory requirements pertaining to Anti-Terrorism /and Anti-Money Laundering.

(r) ***No Corrupt Practices***

(i) Neither the Company nor its Promoters or affiliates have indulged in any corrupt practices pertaining to the business such as misstatement, fraud, misappropriation, embezzlement of financial and other resources or gains unreported in the audited financial statements.

(ii) Neither the Company nor any Group Entity through its officers, directors or employees in such capacities or any person acting on behalf of the Company or any Group Entity have engaged in any Objectionable Practice.

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(s) ***Taxation***

(i) The Company has duly and punctually paid and discharged all Taxes imposed upon it or its assets within the time period allowed without incurring penalties save to the extent that (A) payment is being contested in good faith, (B) the Company has maintained adequate reserves for those Taxes, and (C) payment can be lawfully withheld;

(ii) The Company is not overdue in the filing of any Tax returns; and

(iii) No claims exceeding Tax Claims Amount are being or are reasonably likely to be asserted against the Company with respect to Taxes, where such claims could result in or cause a Material Adverse Effect.

(t) ***Disclosures in Disclosure Document(s)***

The extent of disclosures made in the Disclosure Document(s) is consistent with disclosures permitted by Government Authorities in relation to the issue of securities made by the Company prior to the issue of the Debentures.

(u) ***Audit***

The Company annual accounts are audited by an auditor from a reputable firm of independent chartered accountants.

(v) ***Good Business Standard***

The Company in its business transactions with its shareholders, partners, managers, staff, affiliates or affiliates of such entities or persons keeps within normal, good and acceptable business standards, including transactions being on arm's length.

(w) ***Proper book-keeping and accounting***

The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

(x) ***Employees***

The Company is in compliance with all obligations under the applicable labour laws and other applicable Laws in relation to its employees.

(y) ***Compliance with RBI/SEBI Regulations an' the Act's Requirements***

The Debentures are being issued in compliance with the applicable regulations of the RBI/SEBI and the relevant provisions of the Act as applicable. Any provision in the Deed which is not in compliance with regulations of the RBI/SEBI and the relevant provisions of the Act can be amended by the Company and the Debenture Trustee by executing an amendment to the Deed and the Debenture Holders shall have no right to raise any objection thereto.

3.2 COVENANTS OF THE ISSUER:

(a) **AFFIRMATIVE COVENANTS**

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(i) ***Notice of winding up or other legal process***

Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company;

(ii) ***Loss or damage by uncovered risks***

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

(iii) ***Costs and expenses***

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

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

Company shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under the Debenture Trust Deed;

(v) ***Preserve corporate status; authorisations***

Company shall

(A) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed; and

(B) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;

(C) promptly obtain, comply with and maintain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures;

(vi) ***Pay stamp duty***

Company shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand;

(vii) ***Furnish information to trustee***

Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/ copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;

(viii) ***Grievance***

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

(ix) ***Specific Information to be provided to the Debenture Trustee***

Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following:

(A) notice of any Event of Default or potential Event of Default, each as listed in **Schedule XII** (*Events of Default*) of the Debenture Trust Deed;

(B) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the listing agreement entered into with the stock exchange (if the Debentures are listed);

(C) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the stock exchange under the listing agreement entered into with the stock (if the Debentures are listed);

(D) any and all information required to be provided to the Debenture Holders under the listing agreement that may be entered into between the Company and the BSE; and

(E) the declaration or distribution of dividend;

(x) ***Comply with Investor Education and Protection Fund requirements***

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Company shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it;

(xi) ***Further assurances***

Company shall

(A) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

(B) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;

(C) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed;

(D) comply with:

(I) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (if the Debentures are listed), as may be in force from time to time during the tenor of the Debentures; (ii) the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ((v) NCS Listing Regulation and (iv) the provisions of the listing agreement to be entered into by the Company with the BSE in relation to the Debentures;

(II) the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(III) the provisions of the Act in relation to the issue of the Debentures;

(IV) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures; and

(V) The Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without,

in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders.

(xii) **Guarantee**

The Payment Obligations shall be guaranteed by way of unconditional and irrevocable corporate guarantee to be provided by the Corporate Guarantor pursuant to the Deed of Corporate Guarantee, in favour of the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), to be executed in a form and manner satisfactory to the Debenture Trustee.

(xiii) ***Security***

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

(A) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;

(B) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;

(C) shall, on and from the Deemed Date of Allotment and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Monthly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the Deemed Date of Allotment until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;

(D) shall, on and from the Deemed Date of Allotment and every Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;

(E) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;

(F) the Hypothecated Assets shall satisfy the eligibility criteria set out in **Schedule VIII** (*Eligibility Criteria*) of the Debenture Trust Deed;

(G) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and

(H) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under the Debenture Trust Deed;

(xiv) ***Filings***

If the Debentures are listed, the Company shall file with the BSE such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015.

(xv) ***Amounts to be reimbursed to the Debenture Trustee***

Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets.

(xvi) ***Where Debenture Holder is a Foreign Investor***

Company shall in the event a Debenture Holder is a foreign portfolio investor, foreign institutional investor or sub-account of foreign institutional investors, or qualified foreign investor, the Company shall, in relation to each Interest Payment Date and in relation to each date when any other payment is due by the Company under the Debentures (each a "**Relevant Payment Date**"), courier to the Debenture Holders (or their designated agent, as confirmed by the Debenture Holders) within 1 (One) Business Day after a Relevant Payment Date, the duly completed and signed Form 15 CA/CB. A scanned copy of such duly completed and signed Form 15 CA/CB shall be sent to the Debenture Holders on the Relevant Payment Date by e-mail.

(xvii) ***Delay in Security Creation***

Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the Deemed Date of Allotment, the Company will, at the option of the Debenture Holders, either:

(A) refund the Application Money as set out in Clause 2.5 of the Debenture Trust Deed, to the Debenture Holders; or

(B) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

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(xviii) ***Books of Account***

Company shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Hypothecated Assets and the business of the Company and keep such books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint.

(xix) ***Material Adverse Effect***

Company shall promptly inform the Debenture Trustee in writing of the occurrence of any, or the occurrence of any event that is likely to have a, Material Adverse Effect, together with explanation of the reasons thereof;

(xx) ***Insurance***

Company shall maintain insurances on and in relation to its business and assets with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with;

(xxi) ***Corporate Governance***

(A) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Master Directions; and

(B) the Company shall at all times comply with the NBFC Master Directions.

(xxii) ***General***

(A) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;

(B) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;

(C) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;

(D) the Company shall comply with the corporate governance and the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time; and

(E) the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.

(F) the Company shall provide the Debenture Holders with access to the data / information / meetings of the management of the Company for monitoring of periodical portfolios of the Company; and

(G) the Company shall comply with any monitoring and/or servicing requests from the Debenture Holders; and

(H) the Company shall utilize the proceeds of this Issue in accordance with applicable Laws and regulations.

(xxiii) ***Access***

Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to:

(A) check the management of the funds made available through subscription to the Debentures;

(B) inspect and take copies and extracts from the books, accounts and records of the Company;

(C) visit and inspect the premises of the Company; and

(D) meet and discuss matters with senior management employees of the Company.

(xxiv) ***Conditions Subsequent***

Company shall comply with the conditions stipulated in **Schedule XIII** (*Conditions Subsequent*).

(xxv) ***Financial Covenants***

Company shall comply with the financial covenants stipulated in **Schedule IX** (*Financials Covenants*).

(xxvi) ***Issue Terms and Conditions***

At all times during the term of these presents comply with each of the Issue Terms and Conditions.

(xxvii) ***Internal Controls***

Company shall maintain appropriate internal controls for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes.

(xxviii) ***Information to Debenture Trustee***

The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as laid out in Clause 5.14 and as may be required by SEBI from time to time.

(xxix) ***Appointment of Nominee Director***

The Company shall appoint the person nominated by the Debenture Trustee(s) in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director. The Issuer shall amend its Constitutional Documents to provide for the appointment of the Nominee Director by the Debenture Trustee and obtain all consents, as may be required, for this purpose if the same is not provided for already, within the timelines as prescribed under the Applicable Law.

(b) **NEGATIVE COVENANTS**

(i) ***Change of business; Role of Promoter***

(A) Change the general nature of its business from that which is permitted by the RBI and undertake any new major business outside financial services or any diversification of its business outside financial services, without prior approval of the Majority Debenture Holders.

(B) Change, amend, modify or make any alteration to its Constitutional Documents (except change in authorised share capital or as required under the Applicable Law), where such change, amendment, modification or alteration would have a Material Adverse Effect.

(C) The Company will ensure that prior to the Final Redemption Date, there will be no sale, disposal or transfer in any matter whatsoever of the equity shares held by the Promoter in the Company whereby the equity stake of the Promoter in the share capital of the Company falls below 47.14%% (except in the event where dilution happens due to exercise of employee stock ownership plans & effect of employee retention plan approved by the board of directors of the Company), nor will the Promoter encumber (in any manner whatsoever) the equity shares held by the Promoter in the Company.

(D) Until the Final Redemption Date, the Company will procure and ensure that the Promoter will not exit from or reduce its involvement from the management activities of the Company as is subsisting on the date of execution of the Debenture Trust Deed.

(ii) ***Dividend***

Declare or pay any dividend or do buy back of equity shares, unless no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend.

(iii) ***Merger, Acquisition, consolidation, etc.***

Undertake or permit any merger, demerger, acquisition, restructuring, consolidation, re-organisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction without the prior approval of Majority Debenture Holders. PROVIDED THAT that this restriction shall not apply in the event that compliance with this restriction would result in the Issuer defaulting in relation to any of its Payment Obligations in relation to the Debentures.

(iv) ***Associates, Subsidiaries, and Joint Ventures***

Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures.

(v) ***Acquisition***

Acquire, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year exceeds 10% (ten percent) of the Equity.

(vi) ***Joint Venture***

The Company shall not, without the prior written consent of the Majority Debenture Holders:

(A) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or

(B) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

(vii) ***Loans and Guarantees***

The Company shall not:

(A) extend a loan to any single individual or entity amounting to greater than 5% (five percent) of its Tangible Net Worth; or

(B) undertake to guarantee the liabilities of any individual or entity (unless the entity is a wholly owned subsidiary of the Company).

(viii) ***Arm's length basis; No profit sharing arrangements***

The Company shall not, without the prior written consent of the Majority Debenture Holders:

(A) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;

(B) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person; or

(C) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

(ix) ***Immunity***

Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders.

(x) ***Auditor***

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Change its auditor without the prior written consent of the Majority Debenture Holders. The Company shall authorize its auditors to communicate directly with the Debenture Trustee and the Debenture Holders.

(xi) ***Liabilities***

Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.

(xii) ***Change of control***

There shall be no change in the Promoter or control (excluding employee stock option) due to issue of any additional shares or due to new equity raise without the prior consent of the Debenture Holders. If the Debenture Holders fail to provide their consent within 07 (seven) calendar days, it shall be deemed that the Debenture Holders / Debenture Trustee have provided their consent. However, any other changes in control not due to new equity raise will have to be formally approved by Debenture Holders / Debenture Trustee and deemed consent window is not applicable.

(xiii) ***Disposal of Assets***

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company, other than any securitization / portfolio sale of assets undertaken by the Company in its ordinary course of business.

(xiv) ***Disposal of Assets/ Business/Division***

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets / business / or division of the Company that has the effect of exiting the business or re-structuring of the existing business without the prior consent of the Majority Debenture Holders.

(xv) ***Management Control***

Any change in Management Control of the Company. Any new equity raising which results in change in the existing shareholding pattern and related change in board composition would be communicated to Debenture Holders and prior consent would be sought. If there is no response within 7(seven) calendar days, it will be deemed as consent given by Debenture Holders.

(xvi) ***Material compromise or Settlement***

Enter into material compromise or arrangement or settlement with any of its creditors (secured and unsecured) that would prejudicially affect the interest of the Debenture Holders.

(xvii) ***Anti-money laundering***

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

(xviii) ***Related Party Transactions***

Without prior written intimation to the Debenture holder, the Company shall not enter into or perform any transaction(s) with a related party. Without prejudice to the foregoing, the Company shall not without the prior written consent of the Majority Debenture Holders (i) enter into any transaction(s) whereby the overall outstanding amount owed to the Company under all such transactions exceeds 15.00% (Fifteen Point Zero Zero percent) of its net worth, (ii) whereby the overall expense incurred through such transactions during any financial year exceeds 10.00% (Ten Point Zero Zero percent) of its net profit, or (iii) provide any guarantee of more than INR 10,00,00,000/- (Indian Rupees Ten Crores Only) for any indebtedness of a related party. The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder). Provided that, If there is no response from the Debenture Holders / Debenture Trustee within 07 (seven) Business Days from the receipt of written intimation, it will be deemed as consent given by Debenture Holders / Debenture Trustee.

(xix) ***Financial Year***

Unless mandated by law, the Company shall not change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee.

(xx) ***Others***

Without prejudice to Clause (a) (*Change of business; Role of Promoter*) of this **Schedule XI** (*Negative Covenants*), permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company.

(xxi) ***Shareholding and change of capital structure***

(A) The Issuer will not purchase or redeem any of its issued shares or reduce its share capital without the prior written consent of the Majority Debenture Holders.

(B) Each of the persons mentioned below (collectively "**Key Shareholders**") shall not transfer or encumber the shares of the Company held by them respectively, other than the Permitted Encumbrance, without the prior written consent of the Majority Debenture Holders. Any change in the stake of the Key Shareholders in the Company (except in the event where the change occurs due to exercise of employee stock ownership plans or retention plans approved by the shareholders of the Issuer) below the minimum level stipulated in the following table shall require prior written consent of the Debenture Trustee.

Name	Investment Type	percentage stake as on 20.12.2023	Minimum % stake as on 20.12.2023
Wilson Holdings Private Limited	Basic	45.22	45.22
Mrs. Minaxi Mehta	Basic	1.92	1.92

The aggregate holdings of Wilson Holdings Private Limited, Wilson Growth Private Limited, and Minaxi Mehta, collectively should not be below 47.14%

(forty seven point one four percent) (except in the event where dilution happens due to exercise of employee stock ownership plans).
For the purpose of this clause, 'Permitted Encumbrance' shall mean pledge of 40.67 % of equity shares already pledged as on December 20, 2023.

(xxii) ***Key Managerial Personnel***

The Issuer shall ensure that Mr. Rohanjeet Juneja shall remain as Key Managerial Personnel throughout the Tenor of the Issue.

Provided that, If there is no response from the Debenture Holders / Debenture Trustee within 07 (seven) Business Days from the receipt of written intimation, it will be deemed as consent given by Debenture Holders / Debenture Trustees.

(c) **REPORTING COVENANTS**

Company shall provide or cause to be provided to the Debenture Trustee (and to the Debenture Holders if so requested), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(i) Monthly Reports

As soon as available and in any event within 10 (ten) calendar days after the end of each calendar month, the list of assets hypothecated under the Hypothecation Agreement in form and substance satisfactory to the Debenture Trustee and the Debenture Holders.

(ii) Quarterly Reports

As soon as available and in any event within 52 (fifty two) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

(i) financials, operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency and portfolio at risk data), funding in formats acceptable to the Investor;

(ii) the shareholding structure and composition of the board of directors, senior management personnel as per as per the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time, and the management team in the Company;

(iii) if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);

(iv) a compliance certificate certified by the management of the Company regarding the financial covenants set forth in **Schedule IX** (*Financial Covenants*) in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;

(iv) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:

(a) Updated list of the names and addresses of the Debenture Holders.

(b) Details of the Coupon due, but unpaid and reasons thereof.

(c) The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same.

(d) A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due.

(v) information on:

(1) any new product being introduced, including a loan product or any other financial product or any new business correspondent relationship is established or discontinuance of existing relationship;

(2) geographical expansion of operations into any new district, city or state;

(3) any change in a service or feature change in an existing product;

(4) if the Company is proposing to expand to any location other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;

(5) if the Company makes any material changes to the information system or loan management software, in terms of upgrade or installing a new software, other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;

(6) if the Company conducts a credit check using any other credit bureau apart from the credit bureaus currently being used by the Company;

(7) any revisions in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;

(8) any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment;

(9) if there is any fraud, amounting to more than 1% of Gross Loan Portfolio; and

(10) such other information, as may be required by the Debenture Trustee.

(iii) Annual Reports

As soon as available, and in any event within 120 (One Hundred and Twenty) calendar days after the end of each Financial Year of the Company, the annual reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

(i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with IND-AS including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof;

(ii) a certificate of the Chief Financial Officer or a Director of the Company confirming that his or her review has not disclosed the existence of any potential Event of Default or Event of Default;

(iii) all annual information submitted to the RBI; and

(iv) the corporate social responsibility report confirming adherence by the Company to its corporate social responsibility policy.

(iv) Event Based Reports

(i) As soon as available and in any event within 5 (five) Business Days of the occurrence of such event, the details of any change in the shareholding structure of the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders;

(ii) As soon as available and in any event within 5 (five) Business Days of the occurrence of such event, the details of any change in board of directors and other senior management officials like Chief Executive Officer, Chief Financial Officer/Head of Finance and Treasury, Chief Risk Officer, Chief Operations Officer/Head of Business and the Head of Audit;

(iii) As soon as available and in any event within 30 (thirty) Business Days of the occurrence of such event, the details of any change in the statutory auditors of the Company;

(iv) As soon as available and in any event within 30 (thirty) Business Days after receiving approval by the board of the Company, the annual business plan of the Company;

(v) The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 5 (five) Business Days from the occurrence of such event:

(a) the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect,

(b) the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding for an amount exceeding INR 5,00,00,000/- (Indian Rupees Five Crores Only) affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect,

(c) the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same,

(d) the Company makes any prepayment or receives a notice of any prepayment of any Financial Indebtedness of the Company,

(e) the Company makes material changes to its Constitutional Documents, and

(f) any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or

legal process intended to be filed and affecting the title to the property of the Company.

(d) **FINANCIAL COVENANTS**

The Company shall comply with each of the following financial covenants at all times until the redemption of all outstanding Debentures:

(i) The Company shall ensure that the maximum permissible ratio of A:B shall be 10% (ten percent), where A is the aggregate of the Portfolio At Risk Over 90 Days and B is Tangible Net-Worth of the Company.

(ii) The Company shall ensure that the minimum permissible ratio of A:B shall be 20% (twenty percent), where A is the Tangible Net-Worth and B is Gross Loan Portfolio.

(iii) During the tenor of the Debentures, the Company shall maintain a minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of Off-Balance Sheet Portfolio which shall not be less than 20% (twenty percent), or as per the regulatory minimum prescribed by the RBI under the NBFC Master Directions, whichever is higher. For the purpose of calculation of minimum capital ratio: (i) first loss credit enhancements provided by the Company on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. (ii) credit enhancements provided by the Company on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50% (fifty percent) from Tier I Capital and 50% (fifty percent) from Tier II Capital. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.

(iv) The Company shall ensure that the maximum permissible ratio of A:B shall be 4% (four percent), where A is the aggregate of the Portfolio At Risk Over 90 Days and write-offs (on the Company's entire portfolio including receivables sold or discounted on a non-recourse basis) and B is Gross Loan Portfolio, wherein the write-offs shall be calculated for trailing 12 (twelve) months.

For the purpose of aforementioned Financial Covenants, following terms shall have the following meanings:

"**Portfolio at Risk greater than 90 days or PAR > 90**" shall mean in a district or a branch or on the Issuer's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the Issuer's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 (ninety) days or more and includes restructured loans.

"**Tangible Net-worth**" means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets.

"**Gross Loan Portfolio**" means and includes the outstanding principal amounts of the loans originated by the Issuer on its own books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book.

"**Tier I Capital**" shall have the meaning given to it in the NBFC Master Directions.

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"**Tier II Capital**" shall have the meaning given to it in the NBFC Master Directions.

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.

All covenants and the Financial Covenants as mentioned above can be tested at any time during the Tenor of the Debentures.

3.3 EVENTS OF DEFAULT

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to the Debenture Trust Deed and the Debentures (including but not limited to penal interest, if any) at the place at 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 1 (one) Business Days of its Due Date.

(b) ***Insolvency / Inability to Pay Debts / Distress***

(i) The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties or proceedings for taking into liquidation have been admitted in any competent court or protection from one or more of its creditors is declared or is imposed in respect of its Financial Indebtedness.

(ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company.

(iii) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets, or revenues of the Company and is not discharged or quashed or stayed within 15 (fifteen) days.

(c) ***Charge over Hypothecated Assets***

The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Special Majority Debenture Holders.

(d) ***Business***

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

(e) ***Security in Jeopardy***

(i) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy;

(ii) If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further

security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction;

(iii) If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or

(iv) the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum Security Cover Ratio specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement.

(f) ***Misrepresentation***

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

(g) ***Material Adverse Change***

There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect as determined by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

(h) ***Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator***

(i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any Indebtedness, a petition for arrangement, adjustment, winding-up or composition of debts, dissolution, administration or re-organisation is filed on the Company (voluntary or otherwise) or has been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissed within 15 (fifteen) days;

(B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate;

(C) the appointment of a liquidator, receiver, provisional liquidator, supervisor, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Company or any of its Assets or for all or any part of undertaking of the Company; or

(D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets" (as amended or modified or restated from time to time));

(E) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other applicable Law, in respect of the Company or its Affiliate; or

(F) enforcement of any security over any Assets of the Company or its Affiliate.

Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (F) above.

(ii) An order is made or an effective resolution passed for the insolvency, winding up, liquidation or dissolution, judicial management or administration of the Company, or the Company ceases to carry on all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Special Resolution of Debenture Holders.

(i) ***Cross Default***

The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Company 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.

(j) ***Creditors' Process***

(i) All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.

(ii) The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.

(iii) The Company has voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.

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(iv) The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.

(v) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

(k) ***Judgments Defaults***

One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (five percent) of the Total Assets of the Company PROVIDED THAT 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) consecutive calendar days.

(l) ***Change in Management Control***

Change in management control without prior written consent from the Majority Debenture Holders. Any new equity raising which results in a change in the existing shareholding pattern and related change in board composition would be communicated to Debenture Holders/Debenture Trustee and consent would be sought. If there is no response within 7 (seven) calendar days, it will be deemed as consent given by Debenture Holders/Debenture Trustee.

(m) ***Transaction Documents***

(i) The Debenture Trust Deed or any other Transaction Document in whole or in part, are terminated or cease to be effective, in full force or cease to be a legally valid, binding and enforceable obligation of the Company.

(ii) In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable.

(n) ***Unlawfulness***

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

(o) ***Repudiation***

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

(p) ***Information Covenants***

The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in **Schedule XI** (*Reporting Covenants*).

(q) ***Government Intervention***

(i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company;

(ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or

(iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.

(r) ***Delisting***

If the Debentures are listed and any Debenture is subsequently delisted from any exchange on which it is listed without the prior written consent of the Debenture Trustee.

(s) ***Cessation***

The Company ceases or threatens to cease to carry on the main business it is currently engaged in.

(t) ***Alteration in Constitutional Documents***

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.

(u) ***Non-compliance with judicial order***

The Company fails to comply with or fulfil any judicial order passed against it provided however that such order shall not include any order against which appeal is available or for which an appeal is pending.

(v) ***Erosion of Net Worth***

The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company has eroded by 50% or more starting from 30th September 2023.

(w) ***Merger***

The Company has taken or suffered to be taken any action for reduction of its capital or any rearrangement, merger or amalgamation without the prior written approval of the Majority Debenture Holders / Debenture Trustee.

(x) ***Sale, disposal***

Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company.

(y) ***Third party***

A default or Event of Default occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a 3rd party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.

(z) ***Wilful default***

Any Promoters or directors or key management personnel of the Company is/are declared as wilful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery.

(aa) ***Corrupt Practices***

Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer / Promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer.

(bb) ***Breach of Affirmative Covenants***

Any breach of the following Affirmative Covenants stipulated in **Schedule VII** (Affirmative Covenants) where such breach is not cured within 30 (thirty) calendar days:

(i) Preserve corporate status;

(ii) Authorisations;

(iii) Payment of stamp duty;

(iv) Handling of Debenture Holder grievances;

(v) Compliance with Investor Education and Protection Fund Requirements;

(vi) Regulatory filings;

(vii) Regulatory requirements in case of a foreign investor;

(viii) Maintenance of books of accounts; and

(ix) Corporate Governance.

(cc) ***Breach of Financial Covenants***

Any breach of financial covenants stipulated in **Schedule IX** (*Financial Covenants*) and such breach is not remedied (if capable of remedy) within the expiry of 60 (sixty) calendar days from the date of such breach.

(dd) ***Breach of Negative Covenants***

Any breach of the following negative covenants mentioned in **Schedule XI** (*Negative Covenants*):

(i) Change of business; and

(iii) Dividend distribution in case of default.

(ee) ***Breach of other terms of the Debenture Trust Deed***

A breach by the Company of any of its obligations and covenants provided in terms of the Debenture Trust Deed or other Transaction Documents.

3.4 CONSEQUENCES OF AN EVENTS OF DEFAULT AND REMEDIES

If one or more of the events specified in **Schedule XII** (*Events of Default*) occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Special Majority Debenture Holders or by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in **Clause 6** (*Provisions for the meetings of the Debenture Holders*) hereto by a notice in writing to the Company initiate the following course of action:

(a) require the Company 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 other Transaction Documents;

(b) declare all or any part of the Debentures to be immediately (or on such dates as the DebentureTrustee may specify) due and payable, whereupon it shall become so due and payable;

(c) enforce any security created pursuant to the Hypothecation Agreement in accordance with its terms, as may be set out herein or therein, towards repayment of the Debentures;

(d) appoint any independent agency to inspect and examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;

(e) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company;

(f) take necessary action of either enforcing the Security or entering into the Inter Creditor Agreement as stated in Clause 10 of the Debenture Trust Deed or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a committee of the Debenture Holder(s) to participate in the ICA or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s),from time to time. The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws;

(g) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund towards enforcement of Security. All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred;

(h) take all such other action expressly permitted under the Debenture Trust Deed or in the other Transaction Documents or permitted under the Law including invocation of guarantee (if applicable); and

(i) exercise such other rights as the Debenture Trustee may deem fit under applicable Law to protect the interest of the Debenture Holders.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 4 : OTHER INFORMATION AND APPLICATION PROCESS

4.1 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form (the format of which is more particularly as set out in Annexure III of this Key Information Document) 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 RTGS, to the bank account as per the details mentioned in the Application Form.

4.2 Application Procedure

Potential Investors will be invited to subscribe by way of the Application Form prescribed in the Key Information Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule

4.3 Fictitious Applications

All fictitious applications will be rejected.

4.4 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. Subject to the aforesaid, in case of over subscription, priority will be given to potential investors on a first come first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

4.5 Payment Instructions

The Application Form should be submitted directly. The entire amount of INR 1,00,000/- (Indian Rupees One Lakh) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date through RTGS to the following account:

Beneficiary Name	TRUCAP FINANCE LIMITED
Bank Account No.	00000040184870408
SWIFT Code	SBININBB198
IFSC Code	SBIN0004760
Bank Name	State Bank of India

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Branch Address	IFB Malad

4.6 Eligible Investors

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

(a) Resident Individuals

(b) Hindu Undivided Family

(c) Trust

(d) Limited Liability Partnership, Partnership Firms

(e) Portfolio Managers and Foreign Portfolio Managers registered with SEBI

(f) Association of Persons

(g) Companies and Body Corporates including all Public Sector Undertakings

(h) Commercial Banks, Regional Rural Banks, Financial Institutions

(i) Insurance Companies

(j) Mutual Funds, Alternative Investment Funds (AIFs)

(k) Foreign portfolio investors;

(l) other foreign entities allowed by SEBI and RBI; and

(m) All QIBs; and

(n) any non-QIB Investors; and any other investor eligible to invest in these debentures.

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

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.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

4.7 Procedure for Applying for Dematerialised Facility

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

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

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

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

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

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

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

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

4.8 Depository Arrangements

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

4.9 List of Beneficiaries

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

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4.10 Application under Power of Attorney

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

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

4.11 Procedure for application by Mutual Funds and Multiple Applications

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

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

(a) SEBI registration certificate

(b) Resolution authorizing investment and containing operating instructions

(c) Specimen signature of authorized signatories

4.12 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

(a) Memorandum and Articles of Association or other constitutional documents

(b) Resolution authorising investment

(c) Certified true copy of the Power of Attorney to custodian

(d) Specimen signatures of the authorised signatories

(e) SEBI registration certificate (for Mutual Funds)

(f) Copy of PAN card

(g) Application Form (including EFT/RTGS details)

4.13 Applications to be accompanied with Bank Account Details

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

4.14 Succession

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

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

4.15 Mode of Payment

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

4.16 Effect of Holidays

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

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

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

4.17 Tax Deduction at Source

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

(b) The Company 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 Company 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 allowed and in the minimum amount required by Applicable Law.

(d) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (sixty) days of each Due Date, the Company 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.

4.18 Letters of Allotment

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with 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 SEBI Master Circular (as amended and modified from time to time), the Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 2 (two) Business Days from the Deemed Date of Allotment.

4.19 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is January 18, 2024, by which date the Investors would be intimated of allotment.

4.20 Record Date

The Record Date means the date falling 7 (seven) calendar days prior to the Coupon Payment Date or Early Redemption Date or the Redemption Date

4.21 Refunds

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

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

4.22 Interest on Application Monies

As specified in detail in Section 2.4 (*Issue Details*) of this Key Information Document.

4.23 Pan

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

4.24 Redemption

The face value of the Debentures shall be redeemed at par, on the Redemption Date. The Debentures will not carry any obligation, for interest or otherwise, after the Redemption Date. The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer on the Final Redemption Date to the registered Debenture Holders whose name appear in the Debenture Register on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders.

4.25 Payment on Redemption

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

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

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

4.26 Payment of Coupon

Payment of Coupon on the Debenture(s) will be made on Coupon Payment Dates as specified in this Key Information Document to those Debenture Holders whose name(s) appear in the Register of Debenture Holder(s) (or to the first holder in case of joint holders) as on the relevant Record Date fixed by the Issuer for this purpose and /or as per the list provided by the Depository to the Issuer of the beneficiaries who hold Debentures in demat form on such Record Date, and are eligible to receive Coupon. Payment will be made by the Issuer after verifying the bank details of the Debenture Holders, by way of direct credit through Electronic Clearing Service ("**ECS**"), Real Time Gross Settlement ("**RTGS**") or National Electronic Funds Transfer ("**NEFT**").

In the event of any default in the payment of Coupon and/or in the redemption of the Debentures on the respective Payment Dates and all other monies payable pursuant to the Transaction Documents read with this Key Information Document, the Issuer shall

pay to the Debenture Holders, default interest at the rate specified in Section 2.4 (Issue Details) of this Key Information Document for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

4.27 Eligibility to come out with the Issue

The Issuer or the Person in control of the Issuer, or its promoter, has not been restrained or prohibited any Governmental Authority from accessing the securities market or dealing in securities and such direction or order is in force.

4.28 Registration and Government approvals

The Issuer can undertake the activities proposed by it in view of the present approvals and no further approval from any Governmental Authority(ies) is required by it to undertake the proposed activities save and except those approvals which may be required to be taken in the normal course of business from time to time.

4.29 Authority for the Issue

This present private placement of Debentures is being made pursuant to the resolution passed by the board of directors of the Company at its meeting held on August 13, 2021 read along with the finance committee of the board at its meeting held on September 20, 2023 and shareholders of the Company at its meeting held on September 28, 2018. A copy of the board resolution and shareholders resolution is attached hereto as **Annexure V – Part I**, **Annexure V – Part II** and **Annexure VI** respectively**.**

4.30 Buyback

The Company reserves the right to buyback the Debentures issued by it under this General Information Document and the relevant Key Information Document as per the provisions of Applicable Law, if any.

4.31 Multiple Issuances

The Company reserves the right to make multiple issuances under the same ISIN in accordance with the SEBI Master Circular, whether by creation of a fresh ISIN or by way of issuance under the existing ISIN at premium/ par/ discount.

4.32 Date of Allotment

All benefits relating to Debentures will be available to the Investors from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date of Debentures is changed (preponed / postponed), the Deemed Date of Allotment of Debentures may also be changed (preponed / postponed) by the Issuer at its sole and absolute discretion.

Disclaimer: Please note that only those persons to whom this Key Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are

permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

Serial No: 001
Addressed to: _____ (Name of the Debenture Holder(s))

SECTION 5: FORM NO. PAS-4

(Pursuant to Section 42 of the Companies Act, 2013 and Rule 14(3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014)

Note: This Form No PAS-4 is prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014.

ISSUE OF UP TO 999 (NINE HUNDRED AND NINETY NINE) RATED, LISTED, UNSUBORDINATED, SECURED, TRANSFERABLE, REDEEMABLE, NON- CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) FOR CASH, AT PAR, AGGREGATING UP TO INR 9,99,00,000/- (INDIAN RUPEES NINE CRORES AND NINETY NINE LAKHS ONLY) IN A DEMATERIALISED FORM ON, A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFFERED TO AS "DEBENTURES") BY TRUCAP FINANCE LIMITED (THE "COMPANY") OR ("ISSUER").

5.1 General Information:

(a) **Name, address, website, if any, and other contact details of the Company, indicating both registered office and the corporate office:**

Issuer / Company:	TruCap Finance Limited (the "**Issuer**" or "**Company**")
Registered Office:	3rd Floor, A Wing, D.J. House, Old Nagardas Road, Andheri (East), Mumbai, Maharashtra – 400069, India.
Corporate Office:	3rd Floor, A Wing, D.J. House, Old Nagardas Road, Andheri (East), Mumbai, Maharashtra - 400069, India
Telephone No.:	022 6845 7200
Website:	www.trucapfinance.com
Fax:	N.A.
Contact Person:	Ms. Sonal Sharma
Email:	corpsec@trucapfinance.com

(b) **Date of Incorporation of the Company:**

November 09, 1994

(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

As more particularly set out in the General Information Document

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

Branch details:

As more particularly set out in the General Information Document

Subsidiary details:

As on the date of this PPOA, the Issuer has one subsidiary, namely, DFL Technologies Private Limited, incorporated under the Companies Act, 2013 having its registered office address at Ground Floor, D.J. House, Old Nagardas Road, Andheri (East) Mumbai – 400 069.

(d) **Brief particulars of the management of the Company:**

As more particularly set out in the General Information Document.

(e) **Name, addresses, Director Identification Number (DIN) and occupations of the directors**:

S. No.	Name	Designation	DIN	Address	Occupation
1	Mr. Rakesh Sethi	Chairperson, Independent Director	02420709	Villa No.2 Dantu Street, 10/22, S. No. 103/A, behind Babukhan Arena, Kokapet, Hyderabad, Telangana – 500075	Retired Banker
2	Mr. Nirmal Vinod Momaya	Independent Director	01641934	Horizon View, Flat no. 5, Gen J Bhosle Marg, Nariman Point Mumbai 400021	Service
3.	Mr. Krishipal Raghuvanshi	Independent Director	07529826	Flat No-2202, Leona, Rohdas Complex, Hiranandani Estate Thane, Sandozbaugh Thane – 400607	Retired IPS Officer
4.	Ms. Abha Kapoor	Independent Director	01277168	501, Sunkist Building, 1st Road, TPS 4, Near Almeida Park, Bandra west, Mumbai - 400050, Maharashtra,	Business
5.	Ms. Geetu Gidwani Verma	Independent Director	00696047	A-72, Belvedere Towers, DLF Phase 2, Nathupur, Gurgaon, Haryana – 122002	Service
6.	Mr. Rajiv Kapoor	Non-Executive Non-Independent Director	08204049	341, Bukit Timah Road, #05-01 Honolulu Tower, Singapore 259719	Service
7.	Mr. Atwood Porter Collins	Non-Executive Non-Independent Director	09239511	15, Juniper Road, Darien Connecticut, 06820 5707	Business

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S. No.	Name	Designation	DIN	Address	Occupation
8.	Mrs. Rushina Mehta	Non-Executive Non-Independent Director	01042204	B-21 Paritosh, V.L. Mehta Road, Kapol Society, J.V.P.D. Scheme, Mumbai - 400 049	Business
9.	Mr. Rohanjeet Singh Juneja	Managing Director & Chief Executive Officer	08342094	274, Kalpak Crest, Carter Road, Bandra (West) Mumbai - 400 050	Service

5.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of the General Information Document.

5.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of the General Information Document.

5.4 Details of defaults, if any, including therein the amount involved, duration of default, and present status, in repayment of:

(i) Statutory Dues: NIL

(ii) Debentures and interest thereon: NIL

(iii) Deposits and interest thereon: NIL

(iv) Loan from any bank or financial institution and interest thereon: NIL

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

Name of Nodal/Compliance officer	Designation	Address	Phone No.	Email ID
Ms. Sonal Sharma	Company Secretary & Compliance Officer	3rd Floor, A Wing, D.J. House, Old Nagardas Road, Andheri East, Mumbai 400 069	022 6845 7200	corpsec@trucapfinance.com

5.6 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

None

5.7 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	As set out in Section 10.7 of the General Information Document
Date of passing of Board Resolution	Board resolution dated – 13th August 2021.

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	Finance Committee resolution– 20th September 2023. A copy of both of these resolution has been annexed hereto in **Annexure V – Part** I and **Annexure V – Part II** of this Key Information Document respectively.
Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions under Section 180(1)(a) and Section 180(1)(c) of the Act dated September 28, 2018 A copy of which is attached in **Annexure VI** hereto.
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Issue of up to 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non- convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis. **Base Issue Size:** Issue of up to 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non- convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis. **Green Shoe Size:** Not Applicable.
Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of INR 1,00,000/- (Indian Rupees One Lakh) per Debenture
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	Not Applicable as the Debentures are being offered at face value of INR 1,00,000/- (Indian Rupees One Lakh) per Debenture.
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value of INR 1,00,000/- (Indian Rupees One Lakh).

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

The class or classes of persons to whom the allotment is proposed to be made	Please refer to '*Eligible Investors*' under Section 4.6 of this Key Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	Not Applicable.
The proposed time within which the allotment shall be completed	The Debentures will be deemed to be allotted on January 18, 2024 (**"Deemed Date of Allotment"**), and the Company will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures (**"Debenture Holders"**) within 2 (two) Business Days from the Deemed Date of Allotment, each in accordance with the debenture trust deed (**"Debenture Trust Deed"**) to be entered into between the Company and the debenture trustee (**"Debenture Trustee"**). In any case, the period within which the Debentures will be allotted will not exceed the maximum period of 60 (sixty) days from the date of receipt of application money, as prescribed under the Companies Act, 2013.
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	Not Applicable.
The change in control, if any, in the company that would occur consequent to the private placement	Not Applicable
The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price	NIL. During the financial year ended March 31, 2024, there has been no allotment made by the Company under preferential basis/private placement/right issue.
The justification for the allotment proposed to be made for consideration other than cash	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value of INR 1,00,000/- (Indian Rupees One Lakh).

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

<table>
<tr><td>together with valuation report of the registered valuer</td><td></td></tr>
<tr><td>Amount, which the Company intends to raise by way of proposed offer of securities</td><td>Up to INR 9,99,00,000/- (Indian Rupees Nine Crores and Ninety Nine Lakhs Only).</td></tr>
<tr><td>Terms of raising of securities:</td><td>
<table>
<tr><td>Duration, if applicable:</td><td>18 (Eighteen) months from the Deemed Date of Allotment – July 18, 2025.

The proposed interest payment and redemption schedules are set out in Annexure IV of this Key Information Document.</td></tr>
<tr><td>Rate of Interest or Coupon:</td><td>Fixed coupon - 13.50% p.a. (Thirteen point five zero per cent per annum) payable monthly.

Please refer to the row titled ‘Coupon Rate’ in Section 2.4 (Issue Details) of the General Information Document.</td></tr>
<tr><td>Mode of Payment</td><td>Electronic clearing services (ECS)/credit through RTGS system/ direct credit or national electronic fund transfer (NEFT) or or Immediate Payment Service (IMPS). Wherein the subscription amounts on the Debentures issued by the Issuer should be paid into the account details set out in Section 4.2 (Process flow of settlement of this Key Information Document.</td></tr>
<tr><td>Mode of Repayment</td><td>cheque(s) / electronic clearing services (ECS)/credit through RTGS system/funds transfer</td></tr>
</table>
</td></tr>
<tr><td>Proposed time schedule for which the Issue/Offer Letter is valid</td><td>Issue Open Date: January 18, 2024

Issue Closing Date: January 18, 2024

Pay-in Date: January 18, 2024

Deemed Date of Allotment: January 18, 2024</td></tr>
</table>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

Purpose and objects of the Issue/Offer	Please refer to section named "*Utilization of the Issue Proceeds*" in Section 2.4 (*Issue Details*) of this Key Information Document.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	NIL
Principal terms of assets charged as security, if applicable	Please refer to section named "*Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)*" in Section 2.4 (*Issue Details*) of this Key Information Document.
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	None

The pre-issue and post-issue shareholding pattern of the Company in the following format

S. No.	Category	Pre-Issue		Post-Issue	
		No. of Equity Shares held	% of share holding	No. of Equity Shares held	% of share holding
A.	**Promoter's holding**				
1	**Indian**				
	Individual (Including partly paid-up shares)	22,46,180	1.93	22,46,180	1.93
	Bodies Corporate	5,67,98,697	48.84	5,67,98,697	48.84
	Sub Total	**5,90,44,877**	**50.77**	**5,90,44,877**	**50.77**
2	**Foreign Promoter**	**0**	0	**0**	0
	Subtotal (A)	**5,90,44,877**	**50.77**	**5,90,44,877**	**50.77**
B.	**Non-Promoter's holding**				

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1	**Institutional Investors**	94,56,767	8.13	9456767	8.13
2	**Non-Institution Investors**				
	Private Bodies Corporate (Including Foreign Bodies)	1,58,95,503	13.67	1,58,95,503	13.67
	Directors and Relatives	27,01,421	2.32	27,01,421	2.32
	Indian Public	2,80,16,430	24.09	2,80,16,430	24.09
	Others (Including NRIs)	11,84,373	1.02	11,84,373	1.02
	Subtotal (B)	**5,72,54,494**	**49.23**	**5,72,54,494**	**49.23**
	Grand Total (A) + (B)	**11,62,99,371**	**100.00**	**11,62,99,371**	**100.00**

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

5.8 Mode of payment for subscription:

- Cheque
- Demand Draft
- Other Banking Channels

5.9 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	NIL
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this private placement	NIL

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offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed

Remuneration of directors (during the current year and last 3 (three) financial years):

Name of the Director	Nature of Transaction	Sept 30, 2023	March 31, 2023	March 31, 2022	March 31, 2021
Mr. Karan Neale Desai	Remuneration	-	0.22	0.67	0.53
Mr. Rohanjeet Singh Juneja	Remuneration	0.8	1.41	0.65	0.53
Mr. Ashish Sharad Dalal	Sitting fees and commission	-	-	-	0.07
Mr. Nirmal Vinod Momaya	Sitting fees and commission	0.04	0.07	0.12	0.11
Mr. Krishipal Tarachand Raghuvanshi	Sitting fees and commission	0.05	0.11	0.09	0.11
Mrs. Manjari Kacker	Sitting fees and commission	-	-	0.07	0.13
Mr. Rakesh Inderjeet Sethi	Sitting fees and commission	0.05	0.11	0.1	0.1
Mr. Rajiv Kapoor	Sitting fees and commission	0.06	0.11	0.11	0.11
Mrs. Minaxi Kishore Mehta	Sitting fees and commission	-	0.01	0.08	-
Mr. Atwood Porter Collins	Sitting fees and commission	0.02	0.04	0.05	-
Ms.Abha Kapoor	Sitting fees and commission	0.04	0.1	0.01	-
Ms. Rushina Mehta	Sitting fees and commission	0.01	0.05	-	-

<table>
<tr><td></td><td>
<table>
<tr><td>Ms. Geetu Verma</td><td>Sitting fees and commission</td><td>0.03</td><td>0.04</td><td>-</td><td>-</td></tr>
</table>
</td></tr>
<tr><td>Related party transactions entered during the preceding 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter and current financial year with regard to loans made or, guarantees given or securities provided</td><td>Please refer to CHAPTER C of the General Information Document.</td></tr>
<tr><td>Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this private placement offer cum application letter and of their impact</td><td>During the year ended March 31, 2018, the below was the qualification raised by the Auditors:

“We have not been able to obtain appropriate audit evidence with regard to certain Loan Assets, qualified herein above (included under Long term loans and advances) and its movement during the year and hence we are unable to comment on its consequential impact on the financial statement.

(Amount in Rs.)
<table>
<tr><th>Balance as on April 1, 2017</th><th>Given during the year 2017-18</th><th>Repaid/Settled/Assigned during the year 2017-2018</th><th>Balance as on March 31, 2018</th></tr>
<tr><td>6,31,89,395</td><td>3,13,30,561</td><td>9,07,93,920</td><td>37,26,036</td></tr>
</table>
Further, with respect to these loan assets, we are also unable to comment on compliance with the prudential norms for NBFC in respect of income recognition, asset classification, provisioning, disclosure and its consequential impact in the Financial Statements.”</td></tr>
</table>

on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	
Details of any inquiry, inspections or investigations initiated or conducted under the securities law or Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether	None

pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	

5.10 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	

Share Capital	Aggregate Nominal Value
Authorised	
Authorised Capital	50,00,00,000
EQUITY SHARE CAPITAL	
25,00,00,000 Equity shares of Rs. 2/- each	50,00,00,000
TOTAL	**50,00,00,000**
Issued, Subscribed and Paid-up Equity Capital	
11,62,99,371 Equity Shares of Rs. 2/- each	23,25,98,742
TOTAL	**23,25,98,742**

Share Capital	Aggregate Nominal Value
Authorised	
Authorised Capital	50,00,00,000
EQUITY SHARE CAPITAL	

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	25,00,00,000 Equity shares of Rs. 2/- each — 50,00,00,000 **TOTAL — 50,00,00,000** **Issued, Subscribed and Paid-up Equity Capital** 11,62,99,371 Equity Shares of Rs. 2/- each — 23,25,98,742 **TOTAL — 23,25,98,742**
Size of the Present Offer	Issue of up to 999 (Nine Hundred and Ninety Nine) rated, listed, unsubordinated, secured, transferable, redeemable, non-convertible debentures, each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) for cash, at par, aggregating up to INR 9,99,00,000/- (Indian Rupees Nine Crores And Ninety Nine Lakhs Only) on a private placement basis.
Paid-up Capital: **a. After the offer:** **b. After the conversion of convertible instruments (if applicable)**	a. As on date, 11,62,99,371 Equity Shares of Rs. 2/- each b. Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.
Share Premium Account: **a. Before the offer:** **b. After the offer:**	**(In lakhs)** a. Rs. 14,725.23 b. Rs. 14,725.23 As on September 30, 2023

Details of the existing share capital of the Issuer in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:

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

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03-04-2020	38,76,000	2	12.9	10.9	Cash	Preferential Issue - Conversion of Warrants	7,14,14,780	14,28,29,560	4,22,48,400	Nil
15-06-2020	8,075	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,14,22,855	4,28,45,710	32,300	Nil
15-06-2020	41,355	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,14,64,210	,28,420	5,420	il
15-06-2020	96,930	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,15,61,140	14,31,22,280	3,87,720	Nil
31-07-2020	50,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,16,11,140	14,32,22,280	2,00,000	Nil
31-07-2020	36,140	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,16,47,280	14,32,94,560	2,89,120	Nil
22-08-2020	42,905	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,16,90,185	14,33,80,370	1,71,620	Nil
03-11-2020	46,27,130	2	22.26	20.26		Conversion of loan	7,63,17,315	5,26,34,630	9,37,45,654	Nil

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11-11-2020	13,085	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,63,30,400	15,26,60,800	52,340	Nil
11-11-2020	1,31,745	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,64,62,145	15,29,24,290	5,26,980	Nil
07-05-2021	1,49,830	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,66,11,975	15,32,23,950	5,99,320	Nil
07-05-2021	2,585	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,66,14,560	15,32,29,120	20,680	Nil
10-06-2021	50,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,66,64,560	15,33,29,120	4,00,000	Nil
01-11-2021	22,280	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,66,86,840	15,33,73,680	1,78,240	Nil
01-11-2021	47,500	2	6	4		Equity Shares allloted pursuant to	7,67,34,340	15,34,68,680	1,90,000	Nil

						exercise of ESOPs				
01-11-2021	18,146	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,67,52,486	15,35,04,972	1,45,168	Nil
01-11-2021	10,590	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,67,63,076	15,35,26,152	42,360	Nil
01-11-2021	7,793	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,67,70,869	15,35,41,738	31,172	Nil
01-11-2021	67,500	2	14	12		Equity Shares allloted pursuant to exercise of ESOPs	7,68,38,369	15,36,76,738	8,10,000	Nil
06-12-2021	8,98,470	2	22.26	20.26		Preferential Issue - Conversion of warrants	7,77,36,839	15,54,73,678	1,82,03,002	Nil
14-02-2022	4,755	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,77,41,594	15,54,83,188	19,020	Nil
14-02-2022	30,000	2	6	4		Equity Shares allloted	7,77,71,594	15,55,43,188	1,20,000	Nil

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						pursuant to exercise of ESOPs				
14-02-2022	11,256	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,77,82,850	15,55,65,700	45,024	Nil
14-02-2022	5,172	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,77,88,022	15,55,76,044	41,376	Nil
14-02-2022	7,677	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,77,95,699	15,55,91,398	30,708	Nil
14-02-2022	25,590	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,78,21,289	15,56,42,578	1,02,360	Nil
14-02-2022	12,095	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,78,33,384	15,56,66,768	48,380	Nil
28-02-2022	50,000	2	10	8		Equity Shares allloted pursuant to exercise of	7,78,83,384	15,57,66,768	4,00,000	Nil

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						ESOPs				
22-03-2022	1,09,55,555	2	22.26	20.26		Preferential Issue - Conversion of CompulsorilyConvertible Debentures	8,88,38,939	17,76,77,878	22,19,59,544	Nil
20-04-2022	13,00,989	2	22.26	20.26		Preferential Issue - Conversion of convertible warrants	9,01,39,928	18,02,79,856	2,63,58,037	Nil
28-04-2022	2,18,750	2	80	78		Preferential Issue - Conversion of CompulsorilyConvertible Debentures	9,03,58,678	18,07,17,356	1,70,62,500	Nil
02-05-2022	1,55,49,380	2	22.26	20.26		Preferential Issue - conversion of CompulsorilyConvertible Debentures and convertible warrants	10,59,08,058	21,18,16,116	31,50,30,439	Nil
09-05-2022	9,83,230	2	132	130		Preferential Issue	10,68,91,288	21,37,82,576	12,78,19,900	Nil
12-07-2022	98,000	2	6	4		Equity Shares allloted pursuant to exercise of	10,69,89,288	21,39,78,576	3,92,000	Nil

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						ESOPs				
12-07-2022	28,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,70,17,288	21,40,34,576	1,12,000	Nil
12-07-2022	2,00,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,72,17,288	21,44,34,576	16,00,000	Nil
12-07-2022	5,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,72,22,288	21,44,44,576	40,000	Nil
12-07-2022	7,758	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,72,30,046	21,44,60,092	62,064	Nil
12-07-2022	1,08,419	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,73,38,465	21,46,76,930	8,67,352	Nil
12-07-2022	7,677	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,46,142	21,46,92,284	30,708	Nil
12-07-2022	4,632	2	6	4		Equity Shares allloted	10,73,50,774	21,47,01,548	18,528	Nil

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						pursuant to exercise of ESOPs				
12-07-2022	5,100	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,55,874	21,47,11,748	20,400	Nil
12-07-2022	10,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,65,874	21,47,31,748	40,000	Nil
12-07-2022	3,819	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,69,693	21,47,39,386	15,276	Nil
12-07-2022	2,472	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,72,165	21,47,44,330	9,888	Nil
12-07-2022	8,374	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,80,539	21,47,61,078	33,496	Nil
12-07-2022	2,87,500	2	80	78		Preferential Issue - Conversion of Compulsorily Conver	10,76,68,039	21,53,36,078	2,24,25,000	Nil

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						tible Debentures				
21-07-2022	1,06,250	2	80	78		Preferential Issue - Conversion of CompulsorilyConvertible Debentures	10,77,74,289	21,55,48,578	82,87,500	Nil
23-08-2022	1,77,028	2	80	78		Preferential Issue - Conversion of CompulsorilyConvertible Debentures	10,79,51,317	21,59,02,634	1,38,08,184	Nil
19-09-2022	7,913	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,79,59,230	21,59,18,460	31,652	Nil
19-09-2022	13,146	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,79,72,376	21,59,44,752	1,05,168	Nil
30-09-2022	2,00,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,81,72,376	21,63,44,752	16,00,000	Nil
13-10-2022	74,39,087	2	80	78		Preferential Issue - Conversion of CompulsorilyConvertible Debentures	11,56,11,463	23,12,22,926	58,02,48,786	Nil

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

						Convertible Debentures				
19-12-2022	3,62,500	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	11,59,73,963	23,19,47,926	29,00,000	Nil
19-12-2022	2,40,753	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,14,716	23,24,29,432	9,63,012	Nil
23-05-2023	58,175	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,72,891	23,25,45,782	2,32,700	Nil
11-08-2023	16,135	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,89,026	23,25,78,052	64,540	Nil
11-08-2023	10,345	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	11,62,99,371	23,25,98,742	82,760	Nil

The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case	NIL

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

<table>
<tr><td>Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter.</td><td>(INR in Crores)<table><tr><th>Year</th><th>Fiscal FY 22-23</th><th>Fiscal FY 21-22</th><th>Fiscal FY 20-21</th></tr><tr><td>Profit before tax</td><td>7.23</td><td>10.68</td><td>1.74</td></tr><tr><td>Profit after tax</td><td>5.54</td><td>7.37</td><td>0.68</td></tr></table></td></tr>
<tr><td>Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid):</td><td>(In Crores)<table><tr><th>Year</th><th>Fiscal FY 22-23</th><th>Fiscal FY 21-22</th><th>Fiscal FY 20-21</th></tr><tr><td>Dividend Declared</td><td>0.12</td><td>0.10</td><td>0.08</td></tr><tr><td>Interest Coverage Ratio</td><td>1.26</td><td>1.61</td><td>1.69</td></tr></table></td></tr>
<tr><td>A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this private placement offer cum application letter</td><td>As set out in Chapter A of the General Information Document</td></tr>
<tr><td>Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter</td><td>Please refer CHAPTER B of the General Information Document.</td></tr>
<tr><td>Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company</td><td>NIL</td></tr>
</table>

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

PART B

FORM NO PAS-4
PRIVATE PLACEMENT OFFER LETTER
(To be filled by the applicant)

Sr. No.	Particulars	First Holder	Second Holder
1	Name	[•]	[•]
2	Father's Name	[•]	[•]
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)	[•]	[•]
4	Phone Number, if any	[•]	[•]
5	Email ID, if any	[•]	[•]
6	PAN Number	[•]	[•]
7	Bank Account Details	[•]	[•]
8	Number of Non- Convertible Debentures subscribed	[•]	[•]
9	Total value of Non- Convertible Debentures subscribed	[•]	[•]
10	Tick whichever is applicable: - (a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares. (b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith	[•] [•]	[•] [•]

_____
Signature of the Subscriber

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DECLARATION (To be provided by the Directors)

A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;

B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and

C. The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

I am authorized by the Board of Directors of the Issuer vide resolution number 03 dated August 13, 2021, read together with the resolution dated September 20, 2023, of the finance committee of the Board of Directors of the Issuer, to sign this General Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this 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 **TRUCAP FINANCE LIMITED**

ROHANJEET SINGH JUNEJA

Digitally signed by ROHANJEET SINGH JUNEJA
Date: 2024.01.18 20:16:06 +05'30'

_____

Name: Rohanjeet Singh Juneja

Title: Managing Director & Chief Executive Officer

Date: January 18, 2024

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE I: RATING LETTER, RATING RATIONALE AND DETAILED PRESS RELEASE FROM THE RATING AGENT

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No. CARE/HO/RL/2023-24/2668

Mr. Rohanjeet Juneja
Managing Director & CEO
TruCap Finance Limited
3rd Floor, A Wing, D J House,
old Nagardas Road, Andheri East,
Mumbai
Maharashtra 400069

September 27, 2023

Confidential

Dear Sir,

Credit rating for proposed Debt Issue / Non-Convertible Debentures

Please refer to our letter no. **CARE/HO/RL/2023-24/1420** dated May 26, 2023, and your request for revalidation of the rating assigned to the debt instrument of the company, for a limit of Rs.50.00 crore.

2. The following rating(s) have been reviewed:

Sr. No.	Instrument	Amount (Rs. crore)	Rating[1]	Rating Action
1.	Non Convertible Debentures	50.00	CARE BBB; Stable (Triple B; Outlook: Stable)	Reaffirmed
	Total Instruments	50.00 (Rs. Fifty Crore Only)		

3. Please arrange to get the rating revalidated, in case the proposed issue is not made within **six months** from the date of this letter

4. Please inform us the below-mentioned details of issue immediately, but not later than 7 days from the date of placing the instrument:

[1]Complete definitions of the ratings assigned are available at www.careedge.in and in other CARE Ratings Ltd.'s publications.

Instrument type	ISIN	Issue Size (Rs cr.)	Coupon Rate	Coupon Payment Dates	Terms of Redemption	Redemption date	Name and contact details of Trustee/IPA	Details of top 10 investors

5. CARE Ratings Ltd. reserves the right to undertake a surveillance/review of the rating from time to time, based on circumstances warranting such review, subject to at least one such review/surveillance every year.

6. CARE Ratings Ltd. reserves the right to revise/reaffirm/withdraw the rating assigned as a result of periodic review/surveillance, based on any event or information which in the opinion of CARE Ratings Ltd. warrants such an action. In the event of failure on the part of the entity to furnish such information, material or clarifications as may be required by CARE Ratings Ltd. so as to enable it to carry out continuous monitoring of the rating of the debt instruments, CARE Ratings Ltd. shall carry out the review on the basis of best available information throughout the life time of such instruments. In such cases the credit rating symbol shall be accompanied by "ISSUER NOT COOPERATING". CARE Ratings Ltd. shall also be entitled to publicize/disseminate all the afore-mentioned rating actions in any manner considered appropriate by it, without reference to you.

7. Our ratings do not factor in any rating related trigger clauses as per the terms of the facility/instrument, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and if triggered, the ratings may see volatility and sharp downgrades.

8. Users of this rating may kindly refer our website www.careedge.in for latest update on the outstanding rating.

9. CARE Ratings Ltd. ratings are **not** recommendations to buy, sell, or hold any securities.

If you need any clarification, you are welcome to approach us in this regard.

Thanking you,

Yours faithfully,

Harsh Sheth
Analyst
harsh.sheth@careedge.in

Sudam Shrikrushna Shingade
Associate Director
sudam.shingade@careedge.in

Encl.: As above

Disclaimer
The ratings issued by CARE Ratings Limited are opinions on the likelihood of timely payment of the obligations under the rated instrument and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. These ratings do not convey suitability or price for the investor. The agency does not constitute an audit on the rated entity. CARE Ratings Limited has based its ratings/outlooks based on information obtained from reliable and credible sources. CARE Ratings Limited does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions and the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CARE Ratings Limited have paid a credit rating fee, based on the amount and type of bank facilities/instruments. CARE Ratings Limited or its subsidiaries/associates may also be involved with other commercial transactions with the entity. In case of partnership/proprietary concerns, the rating /outlook assigned by CARE Ratings Limited is, inter-alia, based on the capital deployed by the partners/proprietor and the current financial strength of the firm. The rating/outlook may undergo a change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor in addition to the financial performance and other relevant factors. CARE Ratings Limited is not responsible for any errors and states that it has no financial liability whatsoever to the users of CARE Ratings Limited's rating. Our ratings do not factor in any rating related trigger clauses as per the terms of the facility/instrument, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and if triggered, the ratings may see volatility and sharp downgrades.

TruCap Finance Limited

June 02, 2023

Facilities/Instruments	Amount (₹ crore)	Rating[1]	Rating Action
Long-term bank facilities	750.00 (Enhanced from 450.00)	CARE BBB; Stable	Reaffirmed
Non-convertible debentures	50.00	CARE BBB; Stable	Reaffirmed

Details of instruments/facilities in Annexure-1.

Rationale and key rating drivers

The reaffirmation of the rating assigned to the various debt instruments and bank facilities of TruCap Finance Limited (TFL) continues to factor in its experienced management team, comfortable capital adequacy driven by capital infusion at regular intervals, improving earnings profile and improving scale of operations. However, the rating remains constrained by moderate asset quality metrics in the unsecured business loan, limited track record of the company, high operating expenses impacting profitability and moderate resource profile with major funding from non-banking finance companies (NBFCs).

The company's ability to scale up its loan book while maintaining asset quality, along with improvement in profitability will continue to remain a key monitorable.

Rating sensitivities: Factors likely to lead to rating actions

Positive factors: Factors that could lead to positive rating action/upgrade:

- Scaling-up of loan book beyond ₹800 crore while maintaining asset quality with leverage within 3.5x.
- Improvement in profitability on a sustained basis while maintaining a healthy asset quality.

Negative factors: Factors that could lead to negative rating action/downgrade:

- Deterioration in asset quality with gross non-performing asset (GNPA) exceeding 3% on a sustained basis.
- Deterioration in profitability on a sustained basis with return on total assets (ROTA) below 1%.
- Increase in assets under management (AUM)/tangible net worth (TNW) ratio beyond 4.5x.

Analytical approach: CARE Ratings Limited (CARE Ratings) has analysed the standalone credit profile of the company.

Outlook: Stable

The stable outlook reflects expectation of continued operational and financial position with no further deterioration in profitability along with comfortable capitalisation levels.

[1]Complete definition of the ratings assigned are available at www.careedge.in and other CARE Ratings Ltd.'s publications

Key strengths

Experienced management team

The company has experienced board members and management with rich experience in the finance industry. The chairperson of the board is Rakesh Sethi who was the former Chairman and MD of Allahabad Bank. The other board members include Krishipal Raghuvanshi (Former Commissioner of Thane and current strategic security advisor to RBI), Nirmal Momaya (CA) and Rajiv Kapoor (former regional head and senior vice president cross border for Asia Pacific at Visa Inc.). In July 2021, Porter Collins, co-founder of Seawolf Capital, also joined TFL's board of directors. He was a partner in the FrontPoint Financial Services Fund, where he was featured in the Michael Lewis book and the movie 'The Big Short' for accurately predicting the Global Financial Crisis of 2008. Furthermore, in March 2022, Abha Kapoor joined TFL as an Independent Director. She has over 26 years of entrepreneur experience and is the founding partner of K&J Associates. In June 2022, Rushina Mehta also joined the company as a Non-executive Director. She is an entrepreneur and a Director in NRAM Regent Private Ltd. Geetu Gidwani Verma- Independent Director, has an experience of over 30 years as global management consultant in sales and distribution.

The board also consists of Rohanjeet Juneja, Managing Director & CEO (former investment banker and hedge fund manager), having 17+ years of experience in India and USA. Sanjay Kukreja is the CFO of the company and has more than 27 years of experience in the finance industry. Mahendra Servaiya is the credit head of TFL and was the former AGM at a leading public sector bank.

Improving earnings profile

Given the growth in AUM by 90% to ₹581 crore as on March 31, 2023, the total income of the company improved to ₹123 crore during FY23 from ₹70.05 crore in FY22. Geographically, the company expanded its presence from two branches in FY20 to 79 branches in FY23, which further stood at 89 branches as of May 31, 2023 of which 84 branches are for gold loans. Also, state wise, the presence has increased from one state in FY20 to nine states in FY23. The growing presence of the company resulted in substantial growth in the disbursements by the company. As on March 31, 2020, 100% of the portfolio was concentrated in the state of Maharashtra. As on March 31, 2023, the state-wise concentration is as follows: Maharashtra- 35.34%, MP-18.71%, Delhi-10.57%, Goa-7.10%, UP-6.93%, Haryana-3.98%, Gujarat-3.29%, Rajasthan-1.73%, and Kerala- 0.04%. However, on account of high opex and finance cost, the profit after tax (PAT) moderated to ₹5.54 crore in FY23 as against the PAT of ₹7.37 crore reported in FY22. Given the branch expansion and manpower hiring during FY23, the opex spiked up from 10.38% in FY22 to 11.80% in FY23. The increase in the interest rates across the economy, and around 76% of the total funds raised by the company being from the NBFCs, resulted in the finance cost to shoot up during FY23, impacting the profitability. The average cost of funds stood at 13.93% in FY23 from 13.29% in FY22. Consequently, ROTA dipped to 0.98% in FY23 as against 2.27% in FY22.

The company plans to further open up more branches as the co-lending volumes are expected to increase. For FY24, the operating expenses are expected to remain in line with FY23 given that the operating leverage of the existing branches will help to stabilise the opex going ahead. On the finance cost, the management is expecting some improvement as it plans to raise most of the funds from banks this year, which is expected to bring down the incremental cost of funds for the company.

Comfortable capital adequacy position driven by capital infusion at regular intervals

As on March 31, 2023, the CRAR of the company stood at 34.46%, well above the regulatory requirement of 15% with gearing at 2.12x. The gearing has increased from 1.69x as on March 31, 2022, on account of business expansion which led to increase in the on-book loan from ₹294 crore as on March 31, 2022, to ₹420 crore as on March 31, 2023.

The company has been raising funds in the form of equity at regular intervals. During FY21, the promoter infused funds worth ₹65 crore in the form of CCD and warrant conversion. Furthermore, during FY22, funds worth ₹68 crore were infused led by Aviator Emerging Market Fund. In FY23, the company raised equity worth ₹35.95 crore of which ₹7.50 crore was infused by the promoter and balance by the non-promoter. Also, during December 2022, the company had announced about the integration of the retail MSME book of Exclusive Leasing & Finance Pvt Ltd (EZ Capital; a Jalandhar-based lender) worth ₹23 crore with itself. The completion of this transaction is subject to regulatory approval, the timeline for which is not known. This transaction is expected to increase the net worth by ₹103 crore; ₹23 crore of net worth against the loan book and ₹80 crore of equity infusion by EZ Capital for a stake in the company. In addition to this, there is a warrant conversion of ₹27 crore due in the month of October 2023 which was issued in May 2022.

CARE Ratings expects the gearing of the company to remain in the range of 2.5x to 3x and will continue to remain a key monitorable.

Key weaknesses

Moderate asset quality

As on March 31, 2023, the GNPA of the company stood at 3.03% and net NPA (NNPA) stood at 2.55% as against the GNPA of 3.14% and NNPA of 2.10%, as on March 31, 2022. The improvement in the asset quality has been largely due to resolutions of NPAs in the loan against payment (LAP) and personal loan (PL) segments, which contributed 75% to the GNPAs of the company in FY22. Under LAP, which was the major contributor, the GNPA has come down from ₹5.10 crore as on March 31, 2022 to ₹3.89 crore as on March 31, 2023. In the month of May 2023, the entire ₹3.89 crore has been resolved by selling loans to ARC and some by organic resolution and GNPA under LAP stands NIL. However, under business loan, the GNPA has increased from 1.10% as on March 31, 2022, to 3.79% as on March 31, 2023. The asset quality under gold loans stands comfortable as GNPA stood NIL as on March 31, 2023. Since the inception of this product, the company has disbursed loans worth ₹1,212 crore of which only 0.33% has been auctioned where the company was able to recover 119% of principal and interest that were overdue.

Given the resolutions in LAP and PL as well as improved collections in business loan, the GNPA as on May 31, 2023, stands at 0.97% and NNPA stands at 0.49%.

The asset quality under business loan segment will remain a key monitorable given the unsecured nature of the book.

Moderate resource profile with major funding from NBFCs

As on March 31, 2023, the total debt of the company stood at ₹443 crore of which 26% is through banks. During FY23, total funds sanctioned to the company stood at ₹384 crore. Of this, 66% has been raised through NBFCs and balance from banks. Though the overall funding profile is well diversified between more than 30 lenders, most of them are NBFCs. New sanctions from the banks are down to 24% (of the total debt) in FY23 from 38% in FY22. This along with increase in the Repo Rate by RBI led to increase in the average cost of funds from 13.29% in FY22 to 13.96% in FY23.

As stated by the management, the cost of funds is expected to improve in FY24 as funding from the banks is expected to increase and will remain a key monitorable.

Limited track record of the company

The company started its operations in 2017 when only LAP loans were offered which had average tenor of 8 to 12 years. The company de-focused this segment and stopped disbursements due to witnessing stress in this segment. It has started lending under smaller ticket size business loan in 2019 with loan tenor of 2 to 4 years. Furthermore, during Q3FY21, the company also started with gold loans having average tenor of 1 year. Despite the economic challenges during COVID-19, the company has demonstrated its ability to grow with major chunk of the disbursements being done in FY22 and FY23.

The seasoning under gold loan and business loan has completed around 2.5 repayment cycles. However, given that majority of the disbursements took place in FY22 and FY23, more seasoning of the loan portfolio needs to be seen especially in the unsecured business loan segment to gauge the asset quality. Also, the company continues to remain a small player in the NBFC sector, with an AUM size of ₹581 crore as on March 31, 2023. Therefore, the company's ability to build its market share will remain a key rating sensitivity.

High operating expense

The profitability trend of the company has remained volatile in last 4 years on account of high operating expense and finance cost given that the company is in its growth phase. During FY23, opex increased to 11.80% as against 10.38% during FY22. The increase has been on account of new branch additions and manpower. Also, the primary product of the company is gold loan which requires high opex due to branch presence, security vault for keeping golds, etc.

As indicated by the management, FY24 opex will be down by 5% on account of operating leverage on existing branches as number of branches today stands at 94.

Liquidity: Adequate

As on March 31, 2023, the asset-liability management statement of the company had no negative cumulative mismatches in any of the short-term buckets. As on April 30, 2023, the company had unencumbered cash and bank balance of ₹54.24 crore along with liquid investments of ₹25.27 crore as against the debt repayment of ₹63 crore as on March 31, 2023, for next 3 months.

Applicable criteria

Policy on default recognition
Financial Ratios - Financial Sector
Rating Outlook and Credit Watch
Non-Banking Financial Companies

About the company and industry

Industry classification

Macro Economic Indicator	Sector	Industry	Basic Industry
Financial Services	Financial Services	Finance	Non Banking Financial Company (NBFC)

TruCap Finance Ltd (formerly known as Dhanvarsha Finvest Limited) is an RBI-registered non-deposit accepting NBFC since 1998 and listed on NSE and BSE. The company was originally incorporated on November 9, 1994, in Gujarat. Earlier, the company was promoted by the Gujarat-based individual promoters and was carrying on the business of finance brokers, registrar to the issue and share transfer agent, issue houses or insurance agents / brokers and agents or underwriters, consultants, assessors, values surveyors, mortgage brokers and undertaking the provision of hire purchase and credit sale finance and of acting as factors and brokers. Currently, the company is being promoted by the Mumbai-headquartered Wilson Group, which took over as the parent in 2018 and has business interests spread across financing, real estate, sustainable infrastructure, agro commodities trading, advisory services and venture capital investing. As on March 31, 2023, the promoters held 57.10% stake, Aviator Emerging Market Fund held 6.07%, and the remaining stake is being held by various domestic and foreign shareholders. TFL provides financing options to the relatively under-banked Micro, Small & Medium Enterprises (MSME) and Low to Mid Income (LMI) groups of Society offering a range of secured and unsecured financing products that are tailored to suit each borrower's requirements.

Brief Financials (₹ crore)	FY22 (A)	FY23 (A)
Total income	70.05	124
PAT	7.37	5.54
CAR (%)	43.96	34.46
Total assets (net of intangible and deferred tax assets)	468	664
ROTA (%)	2.27	0.98

A: Audited; Note: 'the above results are latest financial results available'

Status of non-cooperation with previous CRA: Not applicable

Any other information: Not applicable

Rating history for last three years: Please refer Annexure-2

Covenants of rated instrument / facility: Detailed explanation of covenants of the rated instruments/facilities is given in Annexure-3

Complexity level of various instruments rated: Annexure-4

Lender details: Annexure-5

Annexure-1: Details of instruments/facilities

Name of the Instrument	ISIN	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of the Issue (₹ crore)	Rating Assigned along with Rating Outlook
Long Term Bank Facilities	-	-	-	-	412.21	CARE BBB; Stable
Long Term Bank Facilities (Proposed)	-	-	-	-	337.79	CARE BBB; Stable
Non-Convertible Debentures (Proposed)	-	-	-	-	50.00	CARE BBB; Stable

Annexure-2: Rating history for the last three years

Sr. No.	Name of the Instrument/Bank Facilities	Current Ratings			Rating History			
		Type *	Amount Outstanding (₹ crore)	Rating	Date(s) and Rating(s) assigned in 2023-2024	Date(s) and Rating(s) assigned in 2022-2023	Date(s) and Rating(s) assigned in 2021-2022	Date(s) and Rating(s) assigned in 2020-2021
1	Fund-based-Long Term	LT	750.00	CARE BBB; Stable	-	1)CARE BBB; Stable (03-Jun-22)	1)CARE BBB; Stable (04-Jun-21) 2)CARE BBB; Stable (17-May-21)	-
2	Debentures-Market Linked Debentures	LT	-	-	-	1)Withdrawn (16-Mar-23) 2)CARE PP-MLD A (CE); Stable (13-Jun-22)	1)CARE PP-MLD A (CE); Stable (17-Jun-21) 2)Provisional CARE PP-MLD A (CE); Stable (03-Jun-21)	-
3	Debentures-Non Convertible Debentures	LT	50.00	CARE BBB; Stable	-	1)CARE BBB; Stable (03-Jun-22)	1)CARE BBB; Stable (04-Jun-21)	-
4	Debentures-Market Linked Debentures	LT	-	-	1)Withdrawn (14-Apr-23)	1)CARE PP-MLD BBB; Stable (25-Aug-22)	1)CARE PP-MLD BBB; Stable (26-Aug-21) 2)Provisional CARE PP-MLD BBB; Stable (06-Aug-21)	-
5	Un Supported Rating	LT	-	-	-	1)Withdrawn (16-Mar-23) 2)CARE BBB (13-Jun-22)	-	-

*Long term.

Annexure-3: Detailed explanation of covenants of the rated instruments/facilities: Not applicable

Annexure-4: Complexity level of the various instruments rated

Sr. No.	Name of the Instrument	Complexity Level
1	Debentures-Non Convertible Debentures	Simple
2	Fund-based-Long Term	Simple

Annexure-5: Lender details

To view the lender wise details of bank facilities please click here

Note on the complexity levels of the rated instruments: CARE Ratings has classified instruments rated by it on the basis of complexity. Investors/market intermediaries/regulators or others are welcome to write to care@careedge.in for any clarifications.

Contact Us

Media Contact	**Analytical Contacts**
Mradul Mishra Director **CARE Ratings Limited** Phone: +91-22-6754 3596 E-mail: mradul.mishra@careedge.in **Relationship Contact** Saikat Roy Senior Director **CARE Ratings Limited** Phone: +91-22-67543404 E-mail: saikat.roy@careedge.in	Gaurav Dixit Director **CARE Ratings Limited** Phone: +91-11-45333237 E-mail: gaurav.dixit@careedge.in Niketa Kalan Associate Director **CARE Ratings Limited** Phone: 022- 6754 3456 E-mail: Niketa.Kalan@careedge.in Harshita Balwant Deshmukh Lead Analyst **CARE Ratings Limited** E-mail: harshita.d@careedge.in

About us:

Established in 1993, CARE Ratings is one of the leading credit rating agencies in India. Registered under the Securities and Exchange Board of India, it has been acknowledged as an External Credit Assessment Institution by the RBI. With an equitable position in the Indian capital market, CARE Ratings provides a wide array of credit rating services that help corporates raise capital and enable investors to make informed decisions. With an established track record of rating companies over almost three decades, CARE Ratings follows a robust and transparent rating process that leverages its domain and analytical expertise, backed by the methodologies congruent with the international best practices. CARE Ratings has played a pivotal role in developing bank debt and capital market instruments, including commercial papers, corporate bonds and debentures, and structured credit.

Disclaimer:

The ratings issued by CARE Ratings are opinions on the likelihood of timely payment of the obligations under the rated instrument and are not recommendations to sanction, renew, disburse, or recall the concerned bank facilities or to buy, sell, or hold any security. These ratings do not convey suitability or price for the investor. The agency does not constitute an audit on the rated entity. CARE Ratings has based its ratings/outlook based on information obtained from reliable and credible sources. CARE Ratings does not, however, guarantee the accuracy, adequacy, or completeness of any information and is not responsible for any errors or omissions and the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CARE Ratings have paid a credit rating fee, based on the amount and type of bank facilities/instruments. CARE Ratings or its subsidiaries/associates may also be involved with other commercial transactions with the entity. In case of partnership/proprietary concerns, the rating/outlook assigned by CARE Ratings is, inter-alia, based on the capital deployed by the partners/proprietors and the current financial strength of the firm. The ratings/outlook may change in case of withdrawal of capital, or the unsecured loans brought in by the partners/proprietors in addition to the financial performance and other relevant factors. CARE Ratings is not responsible for any errors and states that it has no financial liability whatsoever to the users of the ratings of CARE Ratings. The ratings of CARE Ratings do not factor in any rating-related trigger clauses as per the terms of the facilities/instruments, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and triggered, the ratings may see volatility and sharp downgrades.

For the detailed Rationale Report and subscription information, please visit www.careedge.in

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE II: CONSENT LETTER AND ENGAGEMENT LETTER FROM THE DEBENTURE TRUSTEE

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CATALYST
Believe in yourself... Trust us!

CL/DEB/23-24/981 **Date: 22-Sep-2023**

To,
TruCap Finance Limited,
3rd Floor, A – Wing D.J. House,
Old Nagardas Road, Andheri East,
Mumbai, Maharashtra, India 400069.

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures of ₹ 9.99 Crores

We refer to your letter dated 22.09.2023, requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the security if applicable within the timeline as per relevant Laws / Regulations and in the Offer Document / Information Memorandum / Disclosure Document / Placement Memorandum and company agreeing / undertaking to comply with the provisions of SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing o f Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.
Thanking you.

Yours faithfully,

Husain

Name: Husain Pittalwala

Designation: Manager

TruCap Finance Limited

Annexure A

Fee Structure for transaction CL/DEB/23-24/981

PERTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 80,000
Annually Trusteeship Fees (Amount/Percentage)	₹ 80,000

Annually Trusteeship Fees are payable in advance each year from date of execution till termination of the transaction. Pro-rata charges would apply for the first year till FY end, as applicable.

The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

Please return the second copy this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

For Catalyst Trusteeship Limited

Husain

Name: Husain Pittalwala

Designation: Manager

We accept the above terms.

For TruCap Finance Limited

TruCap Finance Limited

Name:

Designation:

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE III: APPLICATION FORM

TRUCAP FINANCE LIMITED

A public limited company incorporated and validly existing under the Companies Act 1956 and validly existing under the Companies Act, 2013.

Date of Incorporation: November 09,1994

Registered Office: 3rd Floor, A Wing, D.J. House, Old Nagardas Road, Andheri (East), Mumbai, Maharashtra - 400069, India

Telephone No.: 022 6845 7200

Website: www.trucapfinance.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE OF UP TO 999 (NINE HUNDRED AND NINETY NINE) RATED, LISTED, UNSUBORDINATED, SECURED, TRANSFERABLE, REDEEMABLE, NON- CONVERTIBLE DEBENTURES, EACH HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) FOR CASH, AT PAR, AGGREGATING UP TO INR 9,99,00,000/- (INDIAN RUPEES NINE CRORES AND NINETY NINE LAKHS ONLY) IN A DEMATERIALISED FORM ON, A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFFERED TO AS "DEBENTURES") BY TRUCAP FINANCE LIMITED (THE "COMPANY") OR ("ISSUER")

Dear Sir / Madam,

I AM/ WE ARE ( ) COMPANY ( ) OTHERS ( ) SPECIFY _____

We have read and understood the terms and conditions of the Key Information Document dated January 18, 2024 for the issue of Debentures on a private placement basis including the Risk Factors described in the Key Information Document ("**Key Information Document**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders, on allotment of the Debentures to us.

I/ We bind myself/ourselves to the terms and conditions as contained in the Key Information Document. I/we note that the Company is entitled in its absolute discretion, to accept or reject this application in whole, or in part, without assigning any reason whatsoever.

(PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE FILLING THIS FORM)

All capitalised terms used in this Application Form which are not defined shall have the meaning attributed to them in the Key Information Document.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____In words: _____-only
Amount INR_____/-In words Indian Rupees :_____Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. _____ Drawn on_____

Funds transferred to **TruCap Finance Limited**
Dated _____

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 ____

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

DEPOSITORY	**NSDL/CDSL**
DEPOSITORY PARTICIPANT NAME	
DP-ID	

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

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

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

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Key Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. 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 Company 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 _____

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

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

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.

2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.

3. Application form, duly completed in all respects, must be submitted with the respective Company. The payment is required to be made to the following account:

Beneficiary Name	TRUCAP FINANCE LIMITED
Bank Account No.	00000040184870408
SWIFT Code	SBININBB198
IFSC Code	SBIN0004760
Bank Name	State Bank of India
Branch Address	IFB Malad

The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:

a) for adjustment against allotment of securities; or

b) for the repayment of monies where the company is unable to allot securities.

4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.

5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	TruCap Finance Limited
Face Value (per security)	INR 1,00,000/- (Indian Rupees One Lakh only)
Issue Date / Date of Allotment	Issue Opening Date: January 18, 2024 Deemed Date of Allotment: January 18, 2024
Redemption Date / Maturity Date	Redemption Date / Maturity Date: 18 (Eighteen) months from the Deemed Date of Allotment, i.e. July 18, 2025.
Coupon Rate	Please refer to Section 2.4 (Issue Details) of this Key Information Document
Frequency of the Coupon Payment with specified dates	Please refer to Section 2.4 (Issue Details) of this Key Information Document Please also see below.
Day Count Convention	Actual/Actual

Redemption & Coupon Payment Schedule

REDEMPTION SCHEDULE

Period	Principal Payment Dates	O/S Principal	Principal
1	18-Apr-24	1,00,000	16,666.67
2	18-Jul-24	83,333.33	16,666.67
3	18-Oct-24	66,666.67	16,666.67
4	18-Jan-25	50,000	16,666.67
5	18-Apr-25	33,333.33	16,666.67
6	18-Jul-25	16,666.67	16,666.67

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

INTEREST PAYMENT DATES

Period	Interest Payment Dates	Interest
1	18-Feb-24	11,42,299
2	18-Mar-24	10,68,602
3	18-Apr-24	11,42,299
4	18-May-24	9,21,209
5	18-Jun-24	9,51,916
6	18-Jul-24	9,21,209
7	18-Aug-24	7,61,533
8	18-Sep-24	7,61,533
9	18-Oct-24	7,36,967
10	18-Nov-24	5,71,150
11	18-Dec-24	5,52,725
12	18-Jan-25	5,72,058
13	18-Feb-25	3,81,810
14	18-Mar-25	3,44,860
15	18-Apr-25	3,81,810
16	18-May-25	1,84,747
17	18-Jun-25	1,90,905
18	18-Jul-25	1,84,747

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE V – PART I: BOARD RESOLUTION

(the remainder of this page is intentionally left blank)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF TRUCAP FINANCE LIMITED AT ITS MEETING HELD ON AUGUST 13, 2021

Considering and approving the Issuance of Non-Convertible Debentures up to Rs. 250 Crores in one or more tranches

"RESOLVED THAT pursuant to the provisions of Sections 42, 71 and other applicable provisions of the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, including amendments, modification, variation or re-enactment thereto and other applicable guidelines as well as provisions of Articles of Association of the Company, approval of the Board of Directors of the Company, be and is hereby accorded for (a) issue and allotment of non-convertible debentures ((i) subordinated, (ii) listed or unlisted, (iii) senior secured, (iv) senior unsecured, (v) unsecured, (vi) any others (as may be determined, including any covered debentures and market linked debentures)) and which may or may not be rated (as may be determined), of such face value as may be determined and an aggregate value of up to Rs 250 crores (Rupees Two Hundred and Fifty Crores only) ("**Debentures**") on private placement basis and in such form, manner, in one or more tranches ("**Tranches/Issues**"), on such terms and conditions as may be decided, in its absolute discretion as may deem fit and proper; (b) collateralising/securing the amounts to be raised pursuant to the issue of Debentures or any Tranche/Issue together with all interest and other charges thereon (within such time period, at such ranking/priority and up to such limits and security cover as may be agreed) by one or more of the following (i) hypothecation of certain identified loans/book debts (and/or other assets) of the Company, and/or (ii) such other security or contractual comfort as may be required in terms of the issuance of the Debentures or any Tranche/Issue; and (c) (if so required in respect of covered debentures) assigning/transferring such assets of the Company (including the loan receivables/book debts of the Company) and providing contribution(s) to such person(s) as may be determined, and up to such thresholds and limits as may be required pursuant to the terms of the Debentures or any Tranche/Issue of Debentures.

RESOLVED FURTHER THAT for the purpose of giving effect to the aforesaid resolution, the Finance Committee of the Company, be and is hereby authorised to take such actions and to give all such directions, or to do all such acts, deeds, matters, and things as may be necessary or desirable in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures, including but not limited to:

- finalize the detailed terms and conditions of the Debentures or any Tranche/Issue of the Debentures (including, with respect to the Debentures or any Tranche/Issue of the Debentures, the size of issue, tenor of issue, interest payment frequency, redemption dates, coupon rates, interest reset procedure, front end discount, redemption premium, arrangers fee, security with regard to the Debentures or any Tranche/Issue of the Debentures);
- create and perfect security for the Debentures or any Tranche/Issue of the Debentures on movable and/or immovable assets of the Company on such terms as may be decided by the Finance Committee and take all necessary steps in respect thereof;

- obtain credit rating of any Tranche/Issue of the Debentures issued by credit rating agencies;
- appoint any arranger (if so required), debenture trustee, registrar and transfer agent, credit rating agency, legal counsel, depository(ies) and such other intermediaries as may be required including their successors and their agents in respect of any Tranche/Issue of the Debentures and finalising the terms and conditions of the appointment;
- (if required) seek the listing of any Tranche/Issue of the Debentures on any stock exchange, and submit the listing application and take all actions that may be necessary in connection with obtaining such listing;
- print and issue debenture certificate(s) and letter(s) of allotment;
- stipulate terms and conditions with regard to put options and call options, if any;
- negotiate payment of fees to merchant bankers, brokers, discount on issue and/or re-issue of any Tranche/Issue of the Debentures, redemption premium;
- (if required) consider, approve and amend any terms in respect of any assignment/transfer of the assets of the Company and the providing of any contribution(s) in respect of any Tranche/Issue of Debentures;
- take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to all transaction documents required for the purposes of the issue, offer and allotment of any Tranche/Issue of the Debentures and the transactions contemplated thereby, including but not limited to any debenture trust deed, any deed of hypothecation, any debenture trustee agreement, and any other documents, letters of undertaking, declarations, agreements, reports ("**Transaction Documents**"), and to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the Transaction Documents, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future);
- pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures (including on the Transaction Documents); and
- delegate power to any official of the Company to do any incidental acts for and on behalf of the Company.

RESOLVED FURTHER THAT in addition to the foregoing, the Joint Managing Directors, Chief Financial Officer, the Company Secretary of the Company and any persons authorised by the Finance Committee, be and are hereby authorized, severally, to sign, issue and file private placement offer letter, the information memorandum, or any other document(s), declarations with any stock exchange(s) or regulatory authorities for and on behalf of the Company.

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

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any director or Company Secretary of the Company be furnished to such persons as may be deemed necessary."

For TruCap Finance Limited

Sonal Sharma Digitally signed by Sonal Sharma Date: 2023.09.23 16:04:49 +05'30'

Sonal Sharma
Company Secretary & Compliance Officer
Mumbai, September 23, 2023

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE V – PART II: FINANCE COMMITTEE RESOLUTION

(the remainder of this page is intentionally left blank)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE FINANCE COMMITTEE OF TRUCAP FINANCE LIMITED AT ITS MEETING HELD ON THURSDAY, JANUARY 18, 2024 AT THE REGISTERED OFFICE ADDRESS OF THE COMPANY

CONSIDERING AND APPROVING ALLOTMENT OF NON-COVERTIBLE DEBENTURES

"RESOLVED THAT pursuant to Section(s) 42, 71 and other applicable provisions of the Companies Act, 2013 and subject to the Memorandum of Association and Articles of Association of the Company, and the provisions of all other applicable laws, rules and regulations, guidelines, circulars and notifications and subject to the approvals, consents, sanctions, permissions as may be required from any statutory and regulatory authorities, the approval of the Committee be and is hereby accorded for allotment of 999 (Nine Hundred and Ninety Nine), Rated, Listed, Taxable, Unsubordinated, Secured, Redeemable, Non-Convertible Debentures (**"Debentures"/"NCDs"**), having face value of Rs.1,00,000 (Indian Rupees One Lakh only) for an aggregate principal amount of Rs. 9,99,00,000/- (Indian Rupees Nine Crores Ninety-Nine Lakhs only) to Northern Arc Capital Limited (**"Identified Allottee"**) as per details tabulated below and as per the terms and conditions as specifically set out in the debenture trust and hypothecation deed executed between TruCap Finance Limited (**"Company"**) and Catalyst Trusteeship Limited (**"Debenture Trustee"**) and Corporate Guarantee Deed executed between Wilson Holdings Private Limited and the Debenture Trustee.

Sr. No.	Name of the Investor / Allottee / Debenture Holder	No. of Debentures to be allotted	Amount (Rs. in Crore)	Coupon Rate
1.	Norther Arc Capital Limited	999	9.99	13.50 % (Thirteen decimal five zero per cent) per annum payable monthly

RESOLVED FURTHER THAT that pursuant to the applicable law, the NCDs shall be allotted by the Company in dematerialized form.

RESOLVED FURTHER THAT Mr. Rohanjeet Singh Juneja, Managing Director and Chief Executive Officer, Mr. Sanjay Kukreja, Chief Financial Officer, Mr. Rambabu Yadav, Vice President – Treasury, Mr. Lalit Chendvankar, Chief Compliance Officer and Legal Head and Ms. Sonal Sharma, Company Secretary & Compliance Officer of the Company (**"Authorised Signatories"**), be and are hereby severally authorized to file prescribed form with the Registrar of Companies in accordance with the Companies Act, 2013 and the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended, to sign and submit the letters of application and other deeds, documents and instruments in connection with the allotment of NCDs, pay stamp duty on the NCDs to the depositories, to make necessary disclosures to BSE Limited and National Stock Exchange of India Limited and other regulatory authorities with respect to such allotment and listing of NCDs as required by law.

RESOLVED FURTHER THAT the Company do make the necessary applications for admission of the aforesaid NCDs to the National Securities Depository Limited (NSDL) and Central Depository Services Limited (CDSL), as the case may be and the Authorised Signatories be and are hereby severally authorized to take necessary steps to credit the shares allotted to the beneficiary account of the Identified Allottee after validating the details with the depositories concerned.

RESOLVED FURTHER THAT the aforesaid Authorised Signatories be and are hereby authorised to make an application to BSE Limited for seeking the listing of the Debentures, submit the listing application and taking all actions that may be necessary in connection with obtaining such listing.

RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms with the jurisdictional registrar of companies, or any depository, and other relevant governmental authorities, to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue, offer and allotment of the Debentures and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange(s), the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, or any depository, and such other authorities as may be required.

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

RESOLVED FURTHER THAT the Authorised Signatories, be and are hereby severally authorized to take all necessary actions and to do all such acts, deeds and things as may be necessary or incidental for the purpose of giving effect to this resolution and to execute any agreements and documents as may be required in respect of the allotment of the Debentures.

RESOLVED FURTHER THAT Mr. Rohanjeet Singh Juneja, Managing Director and Chief Executive Officer, Mr. Sanjay Kukreja, Chief Financial Officer, Mr. Lalit Chendvankar, Chief Compliance Officer and Legal Head and Ms. Sonal Sharma, Company Secretary & Compliance Officer of the Company be and are hereby severally authorized to notify the appropriate authorities and all concerned about the aforesaid, certify the true copy of these resolutions and forward the same to any person or authority for their record and necessary action and do all such acts, deeds and things as may be necessary for the purpose of giving effect to this resolution."

For TruCap Finance Limited

Sonal Sharma
Digitally signed by Sonal Sharma
Date: 2024.01.19 11:13:35 +05'30'

Sonal Sharma
Company Secretary & Compliance Officer
Membership No.: A33260
Address: 3rd Floor, A Wing, D.J. House,
Old Nagardas Road, Andheri East – Mumbai – 400 069
January 19, 2024

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE VI: SHAREHOLDERS RESOLUTION

(the remainder of this page is intentionally left blank)

CERTIFIED COPY OF THE SPECIAL RESOLUTION PASSED AT THE ANNUAL GENERAL MEETING OF TRUCAP FINANCE LIMITED (FORMERLY DHANVARSHA FINVEST LIMITED) HELD ON FRIDAY, SEPTEMBER 28, 2018 AT THE FERN AN ECOTEL HOTEL, NEAR SOLA OVERBRIDGE, S G HIGHWAY, THALTEJ, AHMEDABAD 380 054, GUJARAT

APPROVAL FOR CREATION OF CHARGE ON THE COMPANY'S MOVABLE AND IMMOVABLE PROPERTIES TO SECURE BORROWINGS

"RESOLVED THAT in supersession of the resolution passed by the Members at the Extra Ordinary General Meeting held on May 29, 2018, save and except all acts, deeds and things done pursuant to the said resolution and pursuant to Section 180(1)(a) of the Companies Act, 2013 (including any statutory modification or re-enactment thereof for the time being in force) and the Articles of Association of the Company, the consent of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the "Board" which term shall be deemed to include any of the existing Committee of the Board or which the Board may constitute to exercise its powers, including the powers conferred by this Resolution) to create charge by way of mortgage, hypothecation, pledge, encumbrance or otherwise, in addition to the existing charges, hypothecation, mortgages and other encumbrances created by the Company, in such form and manner and with such ranking and at such a time and on such terms as the Board may determine, on such moveable and immoveable properties of the Company, wherever situate, both present and future, together with the power to takeover the management of the business and concern of the Company in certain events of default in favour of banks, financial institutions, corporate bodies, trustee of debenture holders and/ or any other lending agencies or other persons (the "Lenders") for the purpose of securing (i) the borrowings availed / to be availed by the Company by way of loan(s) (in foreign currency and/ or Indian currency) and/ or (ii) securities (comprising fully / partly convertible debentures and/ or non-convertible debentures with or without detachable or non-detachable warrants and / or secured premium notes and / or floating rates notes / bonds or other debt instruments) which may be issued or allotted by the Company, from time to time, subject to the limits approved by the Members from time to time under Section 180(1)(c) of the Companies Act, 2013, as the case may be, together with interest at the respective agreed rates, additional interest, accumulated interest, liquidated damages, commitment charges, premia on prepayment, remuneration of the agent(s) / trustee(s), premium (if any) on redemption, all other costs, charges and expenses, including any increase as a result of devaluation/ revaluation / fluctuation in the rates of exchange and all other monies payable by the Company in terms of the loan agreement(s), debenture trust deed(s) or any other document, entered into/ to be entered into between the Company and the Lender(s), in respect of the said loans / borrowings / debentures and containing such specific terms and conditions and covenants in respect of enforcement of security as may be stipulated in that behalf and agreed to between the Board and the Lender(s).

RESOLVED FURTHER THAT for the purpose of giving effect to the above Resolution, the Board be and is hereby authorized to finalize and settle with the Lenders, the terms and conditions of such charge, hypothecation, mortgage, pledge and any other encumbrance and execute such documents / deeds / writings / papers / agreements for creation of the aforesaid charge, hypothecation, mortgage, pledge and any other encumbrance, as may be required and do all such acts, deeds, matters and things, as it may in its absolute discretion deem necessary, proper or desirable and to settle any question, difficulty or doubt that may arise with regard to creating mortgages / charges as aforesaid."

For TruCap Finance Limited

Sonal Sharma
Company Secretary & Compliance Officer
Membership No. A33260
Mumbai, September 20, 2023.

CERTIFIED COPY OF THE SPECIAL RESOLUTION PASSED AT THE ANNUAL GENERAL MEETING OF TRUCAP FINANCE LIMITED (FORMERLY DHANVARSHA FINVEST LIMITED) HELD ON FRIDAY, SEPTEMBER 28, 2018, AT THE FERN AN ECOTEL HOTEL, NEAR SOLA OVERBRIDGE, S G HIGHWAY, THALTEJ, AHMEDABAD 380 054, GUJARAT

APPROVAL FOR ENHANCEMENT OF THE BORROWING LIMITS TO RS.2,000 CRORE

"RESOLVED THAT in supersession of the resolution passed by the Members at the Extra Ordinary General Meeting held on May 29, 2018, save and except all acts, deeds and things done pursuant to the said resolution and pursuant to provisions of the Section 180(1)(c) of the Companies Act, 2013 (including any statutory modification or re-enactment thereof for the time being in force), and the Articles of Association of the Company, the consent of the Members of the Company be and is hereby accorded to the Board of Directors (hereinafter referred to as the "Board" which term shall be deemed to include any of the existing Committee of the Board or which the Board may constitute to exercise its powers, including the powers conferred by this Resolution) for borrowing, from time to time, any sum or sums of monies from any one or more banks, Indian and foreign financial institutions and other persons, firms, bodies corporate for the purpose of the Company's business, notwithstanding that the monies to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's bankers in the ordinary course of business) and remaining outstanding at any point of time may exceed the paid-up capital of the Company and its free reserves provided that the total amount up to which the monies so borrowed by the Board and which shall remain outstanding at any given point of time shall not exceed Rs.2,000 crore (Rupees Two Thousand crore only).

RESOLVED FURTHER THAT for the purpose of giving effect to the above Resolution, the Board be and is hereby authorized to do all such acts, deeds, filings, matters and things and execute all such deeds, documents, instruments and writings as may be required, with powers to settle all questions, difficulties or doubts that may arise in this regard as the Board may in its sole and absolute discretion deem fit and delegate all or any of its powers herein conferred to any Director(s) and / or officer(s) of the Company, if required, as it may in its absolute discretion deem it necessary or desirable."

For TruCap Finance Limited

Sonal Sharma
Company Secretary & Compliance Officer
Membership No. A33260
Mumbai, September 20, 2023

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE VII: DUE DILIGENCE CERTIFICATES

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CL/23-24/03003

(Annexure IIA)

DUE DILIGENCE CERTIFICATE TO BE GIVEN BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE DRAFT OFFER DOCUMENT OR PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM
(Applicable for Secured and Unsecured Issuances)

To,
The Manager,
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai- 400001.

Dear Sir / Madam,

SUB.: ISSUE OF 1200 (ONE THOUSAND AND TWO HUNDRED) RATED, LISTED, UNSUBORDINATED, SECURED, TRANSFERABLE REDEEMABLE NON-CONVERTIBLE DEBENTURES DENOMINATED IN INDIAN RUPEES ("INR"), HAVING A FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH, AGGREGATING TO INR 12,00,00,000/- (INDIAN RUPEES TWELVE CRORE ONLY) ON A PRIVATE PLACEMENT BASIS BY TRUCAP FINANCE LIMITED.

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

1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.

2) On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications:

We confirm that:

a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.

b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).

c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.

d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or private placement memorandum/ information memorandum and all disclosures made in the offer document or private placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

e) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.

f) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or private placement memorandum/ information memorandum and given an undertaking that debenture trust deed would be executed before filing of listing application.

g) All disclosures made in the draft offer document or private placement memorandum/ information memorandum with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

We have satisfied ourselves about the ability of the Issuer to service the debt securities.

Place: Mumbai
Date: October 09, 2023

For Catalyst Trusteeship Limited

For CATALYST TRUSTEESHIP LIMITED
Authorised Signatory

Ms. Kalyani Pandey
Compliance Officer

(This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE VIII: CONSENT LETTER OF THE REGISTRAR AND TRANSFER AGENT

(the remainder of this page is intentionally left blank)

MCS Share Transfer Agent Limited

3B3 3rd FLOOR GUNDECHA ONCLAVE KHERANI ROAD
SAKINAKA ANDHERI EAST MUMBAI 400072
Phone No: 022 -28516021-22, 022-46049717, Email: helpdeskmum@mcsregistrars.com
Website: www.mcsregistrars.com, CIN NO.U67120WB2011PLC165872

Date:- 26.09.2023

To
TruCap Finance Limited
3rd Floor, A Wing, DJ House,
Old Nagardas Road, Andheri (East),
Mumbai - 400 069.

Dear Sir/Madam,

Sub.: Consent to act as Registrar to the Proposed issue of 1200 (One Thousand and Two Hundred) Rated, Listed, Unsubordinated, Secured, Transferable, Redeemable Non-Convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) aggregating to Rs. 12,00,00,000/- (Rupees Twelve Crore only) on a private placement basis.

We refer to the subject issue and hereby accept our appointment as 'Registrar' for Electronic Connectivity Provider to issue of Rated, Listed, Unsubordinated, Secured, Transferable, Redeemable Non-Convertible Debentures each having a face value of Rs. 1,00,000/- (Indian Rupees One Lakh only) aggregating to Rs. 12,00,00,000/- (Rupees Twelve Crore only) and give our consent to incorporate our name as "Registrar to the Issue" and Logo of the Company in the offer documents.

Our Permanent SEBI Registration No.: INR000004108

Thanks & Regards,

Thanking you,
Yours faithfully,
For **MCS Share Transfer Agent Ltd**

Rambabu Yadav
Digitally signed by Rambabu Yadav
Date: 2024.01.18 20:21:20 +05'30'

Chandrakanth Prabhu
Manager

No. TRU/GID/2024-25/1

GENERAL INFORMATION DOCUMENT

TRUCAP FINANCE LIMITED
(Formerly known as Dhanvarsha Finvest Limited)
("Issuer" / "Company")

A public limited company incorporated under the Companies Act, 1956
Date of Incorporation – November 9, 1994
Registered Office - 3rd Floor, A – Wing D.J. House, Old Nagardas Road, Andheri East, Mumbai, Maharashtra, India, 400069
Telephone No. 022 68457200
Website: www.trucapfinance.com

General Information Document for issue of Debentures on a private placement basis
Dated: January 11, 2024

Issue of rated, listed, secured / unsecured, redeemable, principal protected or not, market linked or not, non-convertible debentures (including in the form of zero coupon bonds), at par or premium or discount, in multiple series/tranche(s), from time to time, on a private placement basis each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) to be issued as per the terms of each Issue with the aggregate issue size for each offer / Issue of debentures to be set out in the relevant Key Information Document issued / to be issued by the Company for each Issue from time to time.

PART A: DISCLOSURES AS PER SEBI DEBT LISTING REGULATIONS:

Please see below the disclosures as required under the terms of the SEBI Debt Listing Regulations (as defined below):

S.no	Particulars	Relevant Disclosure
1.	**Corporate Identity Number of the Issuer:**	L24231MH1994PLC334457
2.	**Permanent Account Number of the Issuer:**	AAACD9887D
3.	**Date and place of Incorporation of the Issuer:**	November 9, 1994
4.	**Latest registration / identification number issued by any regulatory authority which regulates the Issuer (in this case Reserve Bank of India):**	B-13.02403

TruCap Finance Limited

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

5.	**Registered Office address of the Issuer:**	3rd Floor, A Wing D.J. House, Old Nagardas Road, Andheri East, Mumbai, Maharashtra, India, 400069
6.	**Corporate Office address of the Issuer:**	3rd Floor, A Wing D.J. House, Old Nagardas Road, Andheri East, Mumbai, Maharashtra, India, 400069
7.	**Telephone No of the Issuer:**	022 6845 7200
8.	**Details of Compliance officer of the Issuer:**	Name: Ms. Sonal Sharma Telephone Number: 022 6845 7200 Email address: corpsec@trucapfinance.com
9.	**Details of Company Secretary of the Issuer:**	Name: Ms. Sonal Sharma Telephone Number: 022 6845 7200 Email address: corpsec@trucapfinance.com
10.	**Details of Chief Financial Officer of the Issuer:**	Name: Mr. Sanjay Kukreja Telephone Number: 022 6845 7200 Email address: accounts@dfltd.in
11.	**Details of Promoters of the Issuer:**	a. Name: Wilson Holdings Private Limited Telephone Number: 022 6751 8888 Email address: info@wilsonholdings.in b. Name: Mrs. Minaxi Mehta Telephone No.: 022 6751 8888 Email address: info@wilsonholdings.in
12.	**Website address of the Issuer:**	www.trucapfinance.com
13.	**Email address of the Issuer:**	corpsec@trucapfinance.com
14.	**Details of debenture trustee for the Issue:**	The details of the debenture trustee for each Issue shall be specified in the relevant Key Information Document issued / to be issued for each such Issue by the Company.
15.	**Details of credit rating agency for the Issue:**	The details of the credit rating agency for each Issue shall be specified in the relevant Key Information Document issued / to be issued for each such Issue by the Company.
16.	**Details of statutory auditors**	Name: Bansal Bansal & Co. Logo: Bansal Bansal & Co. Address: 6/120, Mittal Industrial Estate, Andheri Kurla Road, Andheri East, Mumbai : 400 059. Website: http://www.bansalbansal.com Email address: mail@bansalbansal.com Telephone Number: +91 - 22 - 422 244 23 Contact Person: Mr. Jatin Bansal
17.	**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**	Not applicable as this General Information Document is in relation to the private placement of Debentures.

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

	Section 26 of Companies Act, 2013 (18 of 2013).	
18.	**Date of issue document / General Information Document**	Date of General Information Document: January 11, 2024
19.	**Type of issue document / General Information Document**	This General Information Document is being issued as a Disclosure Document in accordance with the SEBI Debt Listing Regulations in relation to the issuance of Debentures, on a private placement basis. The Company shall issue a Key Information Document for each Issue of the Debentures, undertaken / to be undertaken by the Company on a private placement basis, on or prior to the date falling on the expiry of 1 (One) year from the date of first offer / first Issue made under the terms of this General Information Document.
20.	**The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable**	The nature, number, price and amount of securities offered and issue size of each issuance shall be specified in the relevant Key Information Document issued / to be issued by the Company.
21.	**Details of Registrar to the Issue:**	Name: MCS Share Transfer Agent Limited Address: 383 Lake Gardens 1st Floor Kolkata, West Bengal - 700045 Logo: MCSSTA Telephone Number: 022 – 2851 6021 Fax number: N.A. Website: www.mcsregistrars.com Email address: subodh.mcssta@gmail.com Contact Person: Mr. Subodh Vichare
22.	**Issue Schedule**	Date of opening of the Issue: The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company. Date of closing of the Issue: The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company. Date of earliest closing of the Issue (if any): The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
23.	**Credit Rating of the of the security / Issue (cross reference of press release to be provided) along with all the ratings obtained by the Issuer for that security / Issue.**	The Debentures proposed to be issued by the Issuer for each Issue shall be rated by rating agency(ies) ("**Rating Agency**") and shall be more particularly set out in the relevant Key Information Document issued for each series or tranches of Debentures. The rating issued by the Rating Agency has in respect of each series or tranches of Debentures shall be identified in the relevant Key Information Document for each Issue. Please refer to relevant Key Information Document issued / to be issued by the Company for each Issue for the rating letter and rating rationale from the Rating Agency and the press release by the Rating Agency assigning the credit rating for such Issue. The rating issued by the Rating Agency in relation to each Issue of Debentures shall be valid as on the date of issuance and listing of each such Issue.

24.	**The name(s) of the stock exchanges where the securities are proposed to be listed**	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited / Bombay Stock Exchange ("**BSE**") or the National Stock Exchange of India Limited / National Stock Exchange ("**NSE**").
25.	**The details about eligible investors;**	The following categories of investors, when specifically approached and have been / shall be identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"): (a) Mutual Funds; (b) Non-banking financial companies (NBFCs); (c) Provident Funds and Pension Funds; (d) Corporates; (e) Banks; (f) Foreign Institutional Investors (FIIs); (g) Qualified Foreign Investors (QFIs); (h) Foreign Portfolio Investors (FPIs); (i) Insurance Companies; (j) Individuals; and (k) Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures. All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. **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. In case there are any additions / modifications to the list of eligible investors in respect of an issuance of Debentures, as set out in this General Information Document, the same shall also be set out in the relevant Key Information Document to be issued by the Company for each Issue.
26.	**Coupon / dividend rate, coupon / dividend payment frequency, redemption date, redemption amount and details of debenture trustee**	The details of the Coupon Rate, the Coupon Payment Frequency, the Redemption Date and Redemption Amount in respect of each Issue shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company. The details of Debenture Trustee are provided under S. No. 14 above.
27.	**Details about underwriting of the issue including the amount undertaken to be**	Not applicable.

<table>
<tr><td></td><td>underwritten by the underwriters:</td><td></td></tr>
<tr><td>28.</td><td>Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the General Information Document on the Electronic Book Provider Platform, if applicable.</td><td>The applicability and details specific to the electronic book mechanish shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

If the Issue, offer and subscription to the Debentures is made by the Eligible Investors through the electronic book mechanism, it should be made as per rules and regulations prescribed by SEBI and BSE/NSE under the EBP Guidelines (as defined below) by placing bids on the EBP Platform during the period of the Issue. The Eligible Investors should also refer to the operational guidelines of the EBP in this respect. The disclosures required pursuant to the EBP Guidelines (as defined below) are set out hereinbelow:

<table>
<tr><td>Details of size of the Issue including green shoe option, if any</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Interest rate parameter</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Bid opening and closing date</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Minimum Bid lot</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Manner of bidding in the Issue</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Manner of allotment in the Issue</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Manner of settlement in the Issue</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Settlement cycle</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
</table>

Please also refer to the relevant Key Information Document for the detailed process in respect of the subscription of an Issue.</td></tr>
</table>

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

Background
This General Information Document is issued in relation to the issuance of Debentures to be issued under each Issue by TruCap Finance Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains relevant information and disclosures required for the purpose of each relevant Issue. The issue of the Debentures comprised in the Issue and described under the Disclosure Document(s) has been / shall be authorised by the Issuer through resolutions passed by the shareholders of the Issuer and the Board of Directors of the Issuer and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated September 28, 2018 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding Rs.20,00,00,00,000/- (Rupees Two Thousand Crores only).

Issuer's Absolute Responsibility
The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that the Disclosure Document(s) 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 Disclosure Document(s) 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.

Issue Schedule	
Issue Opening Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Issue Closing Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Pay In Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Deemed Date of Allotment	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

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(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 1: DEFINITIONS AND ABBREVIATIONS

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

Allot/Allotment/Allotted	shall mean, unless the context otherwise requires or implies, the allotment of the Debentures pursuant to each Issue.
Applicable Law	shall mean and includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Application Form	shall mean the form used by the recipient of the Disclosure Document(s), to apply for the subscription of the relevant securities issued by the Company under the relevant Issue, which shall be in the form annexed to the relevant Key Information Document. The form shall be provided to the recipient along with a private placement offer cum application letter and the relevant Key Information Document, at the time of each Issue.
Board / Board of Directors	shall mean the Board of Directors of the Issuer.
Business Day	shall have the meaning assigned to such term in the relevant Key Information Document issued / to be issued for each Issue by the Company.
CDSL	shall mean the Central Depository Services (India) Limited.
Company/Issuer	shall mean TruCap Finance Limited (Formerly Dhanvarsha Finvest Limited).
Crore	shall mean Ten Million
Debentures/NCDs	shall mean the Issue of rated, listed, secured / unsecured, redeemable, principal protected or not, market linked or not, non-convertible debentures (including in the form of zero coupon bonds), at par or premium or discount, in multiple series/tranche(s), from time to time, on a private placement basis each having a face value of Rs. 1,00,000/- (Rupees One Lakh) to be issued as per the terms of each Issue with the aggregate issue size for each offer / Issue of Debentures to be set out in the relevant Key Information Document issued / to be issued by the Company for each Issue from time to time.
Debenture Holders / Investors	shall mean the holders of the Debentures issued pursuant to the relevant Issue, as more particularly set out in the relevant Key Information Document for each Issue.
Debenture Trustee	shall mean the debenture trustee specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Demat	shall mean the dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	shall mean the Depositories Act, 1996, as amended from time to time
Depository	shall mean a Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 2018, as amended from time to time.
Depositories	shall mean the NSDL and the CDSL

Depository Participant / DP	shall mean a depository participant as defined under the Depositories Act
Director(s)	shall mean the Board of Director(s) of the Issuer.
Disclosure Document(s)	shall mean the General Information Document, the relevant Key Information Document issued by the Company for each Issue and/or the relevant Private Placement Offer cum Application Letter issued by the Company for each such Issue, as applicable.
DP ID	shall mean the Depository Participant Identification Number.
EBP Guidelines	shall mean the guidelines issued by SEBI with respect to electronic book mechanism including under the terms of the SEBI circular dated August 10, 2021 (bearing reference number: SEBI/HO/DDHS/P/CIR/2021/613) as updated on April 13, 2022, SEBI circular dated October 10, 2022 (bearing reference number: SEBI/HO/DDHS/ DDHS_Div1/P/CIR/2022/00139) and November 30, 2022 (bearing reference number: SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/167), each as may be further updated, amended, modified or replaced from time to time and the operational guidelines issued by the relevant Electronic Book Provider, as may be amended, clarified or updated from time to time.
Electronic Book Provider / EBP	shall have the meaning assigned to such term under the EBP Guidelines.
EFT	shall mean the Electronic Fund Transfer
Eligible Investors	Shall have the meaning specified in S.no 25 of Part A (*Disclosures*) above.
Financial Year/ FY	shall mean Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year
General Information Document / issue document	shall mean this general information document issued by the Company in accordance with the SEBI Debt Listing Regulations, *inter alia,* setting out the broad terms and conditions for the issuance of Debentures on a private placement basis and containing the regulatory disclosures in this respect.
IND AS	shall mean the Indian generally accepted accounting principles issued under the Companies (Indian Accounting Standards) Rules, 2015, as amended, together with any pronouncements issued under Applicable Law thereon from time to time and applied on a consistent basis by the Company.
Issue	shall mean the relevant Debentures issued / to be issued on a private placement basis by the Issuer under the terms of the relevant Key Information Document issued / to be issued by the Company.
Key Information Document	shall mean the Key Information Document issued / to be issued by the Company for each Issue of the relevant Debentures by the Company.
N.A.	Not Applicable
NBFC	Non-banking financial company
NSDL	National Securities Depository Limited
PAN	Permanent Account Number
Private Placement Offer cum Application Letter	shall mean the private placement offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and as annexed in Section 10 of this General Information Document.

RBI	Reserve Bank of India.
R&T Agent	shall mean the Registrar and Transfer Agent to the Issue, in this case MCS Share Transfer Agent Limited
Rs. / INR	Indian National Rupee.
RTGS	Real Time Gross Settlement.
SEBI	shall mean the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Debt Listing Regulations	shall mean the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued by SEBI and amended vide the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) (Second Amendment) Regulations, 2023 read with the master circular for issue and listing of non-convertible securities, securitised debt instruments, security receipts, municipal debt securities and commercial paper dated August 10, 2021 issued by Securities and Exchange Board of India (bearing reference number: SEBI/HO/DDHS/P/CIR/2021/613), each as amended from time to time.
The Companies Act/ the Act	shall mean the Companies Act, 2013, along with the rules and regulations made thereunder and the notifications, circulars and orders issued in relation thereto, as amended from time to time.
WDM	Shall mean the wholesale debt market segment of the BSE/NSE.
Wilful Defaulter	shall mean an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such in accordance with Regulation 2(ss) of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

The Disclosure Document(s) are neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Debentures to be listed on the WDM segment of the BSE/NSE for each Issue shall be made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. The Disclosure Document(s) does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of the Disclosure Document(s) to be filed or submitted to the SEBI for its review and/or approval. The Disclosure Document(s) have been / shall be prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and applicable RBI regulations governing private placements of debentures by NBFCs. The Disclosure Document(s) have been prepared solely to provide general information about the Issuer to Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the relevant Debentures. The Disclosure Document(s) does not purport to contain all the information that any Eligible Investor may require. Further, the Disclosure Document(s) have been / shall be prepared for informational purposes relating to a transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither the Disclosure Document(s) nor any other information supplied / to be supplied in connection with an Issue of Debentures is intended to provide the basis of any credit or other evaluation and any recipient of the Disclosure Document(s) should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential Investor contemplating subscription to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

No person has been authorized to give any information or to make any representation not contained or incorporated by reference in the Disclosure Document(s) or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in the Disclosure Document(s) are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the Disclosure Document(s) or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than the Disclosure Document(s) would be doing so at its own risk.

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

No invitation is being made to any persons other than those to whom Application Forms along with the Disclosure Document(s) have been sent, at the time of each Issue. Any application by a person to whom the Disclosure Document(s) has not been sent by the Issuer at the time of each Issue shall be rejected without assigning any reason.

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

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

Neither the delivery of the Disclosure Document(s) nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Disclosure Document(s) does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of the Disclosure Document(s) in any jurisdiction where such action is required. Persons into whose possession the Disclosure Document(s) comes are required to inform themselves of, and to observe, any such restrictions. The Disclosure Document(s) are made available to potential Eligible Investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

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

2.3 DISCLAIMER CLAUSE OF RBI

The company is having a valid certificate of registration issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or

for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/ discharge of liability by the Company.

2.4 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of the Disclosure Document(s) has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that the Disclosure Document(s) should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in the Disclosure Document(s).

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

The Issue is made / is to be made in India to investors as specified under the paragraph titled "Eligible Investors" of the Disclsoure Document(s), who shall be/have been identified upfront by the Issuer. The Disclosure Document(s) does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals as set out in the relevant Disclosure Document(s) and transaction documents executed in relation to such Issue. The Disclosure Document(s) does not / shall not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCIES

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

2.7 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

The Debentures will be issued in dematerialised form. The Issuer has made / shall make arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act (as applicable). The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depository participant.

2.8 DISCLAIMER OF DEBENTURE TRUSTEE

(a). The Debenture Trustee or its agents or advisers associated with the Issue do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this General Information Document and do not have any responsibility to advise any Investor or prospective Investor in the Debentures of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisors except as specifically provided for in the relevant \Debenture Trust Deed executed / to be executed for each Issue by the Company.

(b). The Debenture Trustee does not guarantee the terms of payment regarding the issue as stated

in this General Information Document and shall not be held liable for any default in the same.

(c). The Debenture Trustee or its agents or advisers associated with the Issue have not separately verified the information contained in this General Information Document. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee associated with the issue shall have no liability in relation to the information contained in this General Information Document or any other information provided by the Issuer in connection with the issue.

(d). The Debenture Trustee is neither a principal debtor nor a guarantor of the Debentures.

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 3: RISK FACTORS

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

3. GENERAL RISKS

3.1 RISKS IN RELATION TO THE NON-CONVERTIBLE SECURITIES:

(a) Repayment is subject to the credit risk of the Issuer.

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

(b) The secondary market for non-convertible securities may be illiquid.

The non-convertible securities may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the non-convertible securities, it is not likely to provide significant liquidity. Potential Investors may have to hold the Debentures until redemption to realize any value.

(c) Credit Risk & Rating Downgrade Risk

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

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

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

(e) Tax Considerations and Legal Considerations:

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

(f) Accounting Considerations:

Special accounting considerations may apply to certain types of taxpayers. Potential Investors are urged to consult with their own accounting advisors to determine implications of this investment.

(g) Material changes in regulations to which the Issuer is subject could impair the Issuer's ability to meet payment or other obligations.

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

3.2 RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES. FURTHER, ANY RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

Any risks in relation to any security created in relation to the debt securities, maintenance of security cover or full recovery of the security in case of enforcement, shall be more particularly set out in the relevant Key Information Document issued / to be issued by the Company for each Issue.

3.3 REFUSAL IN LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD:

As of date, the Issuer has not been refused in listing of any security during the last 3 years by any of the stock exchanges in India or abroad and therefore, this would not be applicable.

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

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

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

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

3.6 POLITICAL AND ECONOMIC RISK IN INDIA

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further

slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

3.7 RISKS RELATED TO THE BUSINESS OF THE ISSUER

The following are the risks related to the business of the Issuer and any additional risks related to the business of the Issuer The same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue.

(a) Non-Performing Assets (NPA)

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

(b) Interest Rate Risk

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

(c) Access to Capital Market and Commercial Borrowings

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

(d) Operational and System Risk

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

If any of the systems do not operate properly or are disabled or if other shortcomings or failures in internal processes or systems are to arise, this could affect the Company's

operations and/or result in financial loss, disruption of the Company's businesses, regulatory intervention and/or damage to its reputation. In addition, the Company's ability to conduct business may be adversely impacted by a disruption (i) in the infrastructure that supports its businesses and (ii) in the localities in which it is located.

(e) **Any inability of the company to attract or retain talented professionals may impact its business operations**

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

(f) **Employee Misconduct**

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

(g) **A slowdown in economic growth in India**

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

3.8 ANY OTHER RISK FACTORS

The same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue.

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer (along with auditors' report) for the financial years ended March 31, 2021, March 31, 2022 and March 31, 2023 are set out in **Annexure I** of this General Information Document.

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 5: REGULATORY DISCLOSURES

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

5.1 Documents Submitted to the Exchanges

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

(a) This General Information Document and the relevant Key Information Document issued for each Issue;
(b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
(c) Copy of the necessary resolution(s) authorizing the borrowings, issuance of the Debentures and list of authorized signatories for the allotment of securities;
(d) Copy of last 3 (Three) years audited Annual Reports;
(e) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
(f) Copy of the resolution passed by the shareholders of the Company at the Annual General Meeting held on September 28, 2018 authorizing the issue / offer of non-convertible debentures by the Company;
(g) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the debenture trust deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE/NSE, where the debt securities have been listed;
(h) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the trustees to the proposed issue has been obtained; and
(i) Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

5.2 Documents Submitted to Debenture Trustee

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

(a) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
(b) Copy of last 3 (Three) years audited Annual Reports;
(c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
(d) Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any;
(e) An undertaking to the effect that the Issuer would, until the redemption of the debt securities, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009/ Uniform Listing Agreement as prescribed in SEBI's circular no. CFD/CMD/6/2015 dated October 13, 2015 as amended from time to time, for furnishing / publishing its half yearly/ annual results. Further, the Issuer shall within 180 (One Hundred and Eighty) days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional

Buyers' (QIBs) and other existing debenture-holders within 2 (Two) working days of their specific request.

5.3 Details of Promoters of the Issuer:

Promoter

S. No.	Details of Promoter Management	Promoter -1	Promoter – 2
1.	Name of promoter	Wilson Holdings Private Limited	Mrs. Minaxi Mehta
2.	Date of Birth/Incorporation	18-12-2014	27-10-1948
3.	Age	N.A.	74 Years
4.	Personal Addresses	1st Floor, D J House, Old Nagardas Road, Andheri (East), Mumbai - 400 069	B2J, Paritosh, 3rd Floor, V.L. Mehta Road, JVPD, Scheme, Vile Parle (West), Mumbai – 400 049
5.	Education Qualifications	N.A.	Graduate in Commerce
6.	Experience in the business or employment	Around 9 years	More than 40 years
7.	positions/posts held in the past by the promoter management	N.A.	N.A.
8.	directorships held by the promoter management	N.A.	N.A.
9.	Other ventures of the promoter management	Investments in the health sector, a leading lifestyle nutrition and nutraceuticals brands.	Serves as member on the Managing Committee of Shri Vile Parle Kelavani Mandal (SVKM) and promoter of Minaxi Mehta Welfare Foundation was founded to conduct various social and Philanthropic activities.
10.	Special achievements	N.A.	N.A.
11.	Business and financial activities of the promoter management	Financial Advisory, Consultancy and allied activities.	N.A.
12.	Photograph	WILSON HOLDINGS PRIVATE LIMITED	
13.	Permanent Accountant Number	AAFCT1891G	AAJPM2912L
14.	Other Details	N.A.	N.A.

5.4 Details of specific entities in relation to the Issue:

S.no	Particulars	Details
1.	Legal counsel (if any)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

2.	Merchant Banker and Co-managers to the issues, (Not applicable for private placement. However, if appointed, to be disclosed)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
3.	Guarantor (if any)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
4.	Arrangers, if any	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

5.5 About the Issuer: The following details pertaining to the issuer:

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

TruCap Finance Limited (formerly known as Dhanvarsha Finvest limited) ("Company") is a professionally managed and Board governed organization in the business of financing Micro, Small and Medium enterprises (MSME) headquartered in Mumbai. The Company is registered as a Non-Deposit accepting, Non-Banking Finance Company (NBFC-ND) with the Reserve Bank of India. The Company was incorporated in 1994. In June 2017, through a preferential issue and Open Offer under the SEBI (SAST) Regulation, Wilson Holdings Private Limited ('WHPL') ("Promoter") has acquired the control over the Company. WHPL is promoted by the Mumbai headquartered Wilson Group, which has business interests spread across retail MSME lending, education, philanthropy, FPI advisory services, water and wastewater treatment, agro commodities, and venture capital investing. The equity shares of the Company are listed on the NSE and BSE.

Brief highlights about the Company are listed below:

- Tru is an innovative sourcing & technology enabled financial services company that aims to provide credit solutions to India's large underbanked and underserved micro small businesses and consumers.
- Targeted Segment:
  - Micro enterprises (< 25 lakhs invested in Plant & Machinery) within the MSME segment. Typically, small retail business establishments e.g.: chemists, grocery shops, garment sellers.
  - Secured loans (GOLD): 5K-25 lakhs @ average ROI of ~ 19%p.a.
  - Unsecured Loans (BL): 1 – 20 lakhs @ average ROI of ~20% p.a.
- Enabled with a highly experienced Board and keeping governance as top priority with Chairperson of the Board being the former Chairman and Managing Director of a large bank in India, the company aims to provide timely, affordable and sustainable access to the country's almost 500 million unserved borrowers either through its own balance sheet or via a significant distribution tie-up with one of the country's largest pan India distribution platforms.
- High degree of regulatory oversight and transparency, and ability to create an institution with a long-term mind-set and for perpetuity.

- The Company has recently been re-named to TruCap Finance Limited while maintaining the brand Dhanvarsha for its branch business. The reason for the name change is to achieve alignment of our vision, mission, brand values, brand persona and customer connect/recall value. The brand **Tru** creates a greater perception of our suite of products which has evolved over the last two years especially. The new name would cater to the company's need for enhanced and improved brand connect, loyalty with the evolving preferences of our customers.

MAIN OBJECTS AND BUSINESS OF THE ISSUER

The Company is registered with the Reserve Bank of India as a non-deposit accepting financial company and is into the business of lending and investments.

The main objects of the Company as per its Memorandum of Association of the Company are as below:

(i) To carry on all or any of the business of finance brokers, registrar to the issue and share transfer agent, issue houses or insurance agents / brokers and agents or underwriters, consultants, assessors, valuers surveyors, mortgage brokers and undertaking the provision of hire purchase and credit sale finance and of acting as factors and brokers (provided that nothing contained herein shall enable the Company to carry on the business of banking as defined in the Banking Regulations Act 1949) and to float private mutual fund subject to law compliance.

(ii) To carry on and undertake the business of finance and trading, hire purchase, leasing and to finance lease operation of all kinds, purchase, selling, hiring or letting on hire all kinds of plants and machinery and equipment that the company may think fit and to assist in financing of all and every kind and description of hire purchase or deferred payment or similar transactions and to subsidize finance or assist in subsidizing or financing the sales and maintenance of any goods, articles or commodities of all any every kind and description upon any term whatever and to purchase or otherwise deal in all forms of immovable or movable properties including land and building, plant and machinery, equipment, ships, air crafts, auto mobiles, computers and all consumer, commercial and industrial items and to lease or to otherwise deal with them in any manner whatever, includes resale thereof regardless whether the property purchase and lease be new and /or used.

(iii) To carry on the business of investment company and to invest in and acquire and hold otherwise deal in shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued and guaranteed by any company constituted or private industrial enterprise carry on business in India or elsewhere and shares, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any government, state, domination, sovereign, public body or authority, Supreme, Municipal, local or otherwise, whether in India or elsewhere.

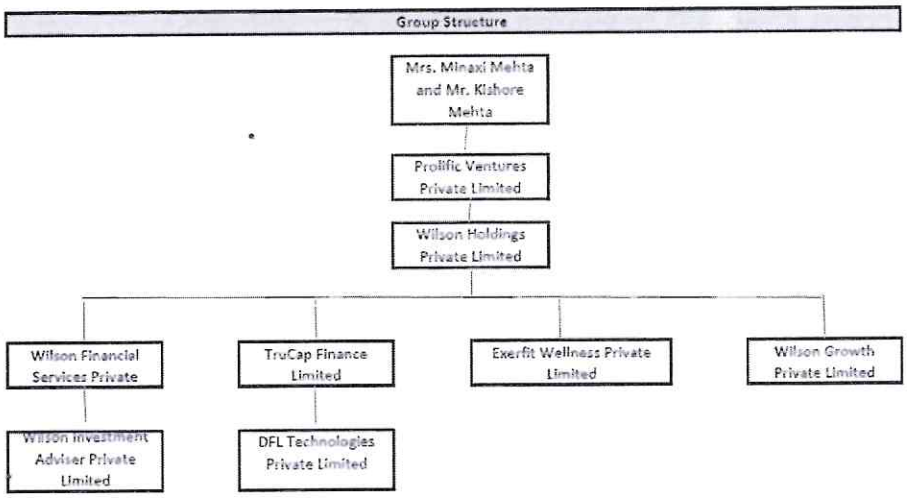
(iv) To carry on business of Prepaid Payment Instruments (PPIs), offer semi-closed wallet that facilitate purchase of goods and services against the value stored on such instruments.

Branch details:

As on September 30, 2023, the Company operates in 9 states through 122 branches network

located in Maharashtra, Gujarat, Rajasthan, Delhi, Haryana, Punjab, Uttar Pradesh, Madhya Pradesh & Goa.

(b) **Structure of the group:**



(i) **Brief Profile of the Board of Directors:**

S. No.	Name of the Directors	Designation	Date of Birth	Address	DIN	Director of the company since	Director in other company
1.	Mr. Rakesh Sethi	Chairperson, Independent Director	April 30, 1957	Villa No.2 Dantu Street, 10/22, S.No. 103/A, behind Babukhan Arena, Kokapet, Hyderabad, Telangana – 500075	02420709	October 15, 2019	a. Machino Polymers Limited b. Machino Polymers India Private Limited c. Khanna Paper Mills Limited
2.	Mr. Nirmal Vinod Momaya	Independent Director	July 28, 1966	Horizon View, Flat no. 5, Gen J Bhosle Marg, Nariman Point Mumbai 400021	01641934	August 10, 2018	a. Camlin Fine Sciences Limited b. Netopia E-Sports Private Limited c. Smokin' Joe's Pizza Private Limited d. MJ Medical Devices Private Limited e. Fine Lifestyle Solutions Limited

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							f. Fine Renewable Energy Limited g. Abana Medisys Private Limited h. Ashar Locker (India) Private Limited i. Shatrunjaya Traders Private Limited j. Momaya Investments Private Limited k. Twilit Corporation Private Limited
3.	Mr. Krishipal Raghuvanshi	Independent Director	March 01, 1955	Flat No-2202, Leona, Rohdas Complex, Hiranandani Estate Thane, Sandozbaugh Thane – 400607	07529826	August 24, 2018	LDMA Private Limited
4.	Ms. Abha Kapoor	Independent Director	January 7, 1961	501, Sunkist Building, 1st Road, TPS 4, Near Almeida Park, Bandra west, Mumbai - 400050, Maharashtra,	01277168	March 30, 2022	a. Quint Digital Media Limited b. K and J Search Consultants Private Limited c. Quintype Technologies India Limited
5.	Ms. Geetu Gidwani Verma	Independent Director	June 9, 1966	A-72, Belvedere Towers, DLF Phase 2, Nathupur, Gurgaon, Haryana – 122002,	00696047	May 31, 2022	a. Philips India Limited b. United Breweries Limited
6.	Mr. Rajiv Kapoor	Non-Executive Non-Independent Director	June 11, 1954	341, Bukit Timah Road, #05-01 Honolulu Tower, Singapore - 259719	08204049	February 03, 2020	a. DFL Technologies Private Limited b. Empowerm Mobility Solutions Private Limited c. Cerracap Ventures Pte Ltd. Singapore
7.	Mr. Atwood Porter Collins	Non-Executive	June 27, 1975	15, Juniper Road, Darien	09239511	July 31, 2021	None

		Non-Independent Director		Connecticut, 06820 5707			
8.	Mrs. Rushina Mehta	Non-Executive Non-Independent Director	December 05, 1982	B-21 Paritosh, V.L. Mehta Road, Kapol Society, J.V.P.D. Scheme, Mumbai - 400 049	01042204	June 17, 2022	NRAM Regent Private Limited
9.	Mr. Rohanjeet Singh Juneja	Managing Director & Chief Executive Officer	November 6, 1980	274, Kalpak Crest, Carter Road, Bandra (West) Mumbai - 400 050	08342094	December 17, 2019	DFL Technologies Private Limited

(ii) **Brief Profile of the Senior Management**

Name	Designation	Experience
Mr. Rakesh Sethi	Chairperson & Independent Director	Mr. Rakesh Sethi is a Gold Medalist in Master of Commerce from the Osmania University, Hyderabad. He has been a career banker and has held several top positions during his 38 years of experience in banking industry. Some of his accomplishments include being the Executive Director with Punjab National Bank ("PNB") from January 1, 2011, to March 11, 2014 (appointment by the Government of India), Chairman and Managing Director of Allahabad Bank from March 12, 2014 to April 30, 2017, and in various capacities in Andhra Bank. He is a veteran banker and has worked in various segments in banking industry including but not limited to Corporate Banking, Foreign Exchange, Credit, Risk Management, Deposit Planning, Corporate Communications, Government Business etc.
Mr. Nirmal Vinod Momaya	Independent Director	Mr. Nirmal Vinod Momaya, possess over 27 years of professional experience in finance, taxation, audit and management consultancy. He holds a bachelor's degree in Commerce and is a Chartered Accountant. He has been recently appointed as Managing Director in Camlin Fine Sciences Limited.
Mr. Krishipal Raghuvanshi	Independent Director	Mr. Raghuvanshi is a IPS officer (1980 batch) and has held a wide array of important and sensitive postings in the state of Maharashtra. He has varied experience over 35 years in leadership roles across Administration, Collection of Intelligence Investigations, Security Management (Valued Assets, General & VIP), Prevention & Detection of Crime, Vigilance, Anti-Corruption, Maintenance of Law and Order, Counter Terrorism measures and Anti Naxal Operations etc. He has previously served as

		Additional Director General of Police (Law & Order), Maharashtra. He is currently acts as a Strategic Security Advisor to the Reserve Bank of India. He is currently acting as Security Adviser at Hindustan Petroleum Corporation Limited and also advising Rajasthan Royals on ethics and is on the governing council of Rajasthan Royals of Indian Premier League (IPL).
Ms. Abha Kapoor	Independent Director	Ms. Abha Kapoor contributes actively to building companies and enhancing their governance. Today, as an Independent Director on multiple Boards, Ms. Kapoor adds perspectives to business building and brings "responsible" capitalism to the Boardroom. Her contributions have seen traction in strengthening both business and governance. Earlier, Ms. Kapoor established, as a Founding Partner, K&J Search, a specialist Media and Entertainment talent firm. K&J established itself as a leader, partnering with the Media Sectors growth from its early days, onboarding talent across global and Indian satellite brands, music labels, production houses, film studios, radio, digital/mobile companies, and multinational advertising agencies. The firm also took on numerous CXO-level mandates across the FMCG and Telecom sectors, garnering an impressive client list. It has been extremely gratifying for Ms. Kapoor to be at the forefront of the Media and Entertainment space and significantly contribute to the rapid expansion of India's M&E sector in the last few decades. Ms. Kapoor's "eye for talent" drove the aggressive growth trajectory of many new startups in the Sector, and Founders relied on Abha for building their teams and establishing their brands. An avid reader and a practicing Buddhist, Ms. Kapoor interestedly pursues the study of "personal growth" and the evolution of a "responsible" self.
Ms. Geetu Gidwani Verma	Independent Director	Ms. Geetu Gidwani Verma is a global business leader & innovator driven by the urgency to build businesses with purpose that have a lasting impact on the health of the world. A seasoned leader, she has over 30 years' experience in the FMCG sector with Procter & Gamble, Pernod Ricard, Pepsico and Unilever. After her last 10 years in Unilever, Ms. Verma is now a global management consultant, focused on helping businesses with innovation, strategy & new business models to create sustainable growth. She partners Oxfordsm, a BCorp and a global strategic and marketing consultancy headquartered in the UK. Ms. Geetu Verma has been recognized as among the most powerful women in Indian business by Business Today and ranked among the top 10 most influential marketers, several years in a row. She in an immensely respected FMCG industry voice, an ardent advocate on authentic leadership and a strong proponent of an inclusive culture that helps diversity thrive. She actively supports causes related to underprivileged children's health care and education.
Mr. Rajiv Kapoor	Non-Executive Non-Independent Director	Mr. Kapoor holds a Post Graduate Diploma in Management from the Indian Institute of Management Calcutta, and a Bachelor of Technology in Chemical Engineering from the Indian Institute of Technology, New Delhi. He has over 38 years of international corporate experience in senior positions in Marketing, Sales,

		Product Management, General Management and Corporate Advisory. His last corporate role was as Senior Vice President, Marketing and Cross Border for Asia Pacific at Visa Inc. Prior to that he worked at Proctor & Gamble, Nestle, PepsiCo, across multiple geographies including India, Switzerland, Australia, Singapore, United Kingdom, with oversight for international markets in Asia Pacific, Middle East, Eastern Europe, Russia and Africa. He is currently an Advisor and Board Member in fintech, healthtech and market research & data analytics companies.
Mr. Atwood Porter Collins	Non-Executive Non-Independent Director	Mr. Atwood Porter Collins has over 22 years' experience investing in global financial services companies with over 15 years of investing experience in India. He was Co-founder and Portfolio Manager of Seawolf Capital LLC, an equity hedge fund investing in global financial services companies based in New York City from 2011-2018. Prior to co-founding Seawolf Capital, Mr. Collins was a Partner of the FrontPoint Financial Services Fund where he was featured in the Michael Lewis book and the movie 'The Big Short' for accurately predicting the Global Financial Crisis of 2008. Winning substantial critical acclaim for foreseeing excess leverage in the US financial system well before 2008, Mr. Collins and his team made several presentations to US Government offices on resurrecting the economy post the crisis. Prior to joining FrontPoint in 2004, Mr. Collins was a Financial Services Analyst and a Retail/ Consumer Analyst at Chilton Investment Co., Inc and also served as a Portfolio Analyst at Goldman Sachs & Co. Commodities Corporation. Mr. Collins is on the Board of the Emily Hall Tremaine Foundation, the Investment Committee of Salisbury School, the Board of Directors of the National Rowing Foundation and the Board of Stewards of Power Ten New York, Inc., and is a Steward of the Brown Rowing Association.
Mrs. Rushina Mehta	Non-Executive Non-Independent Director	Mrs. Rushina Mehta has graduated from University of Mumbai with specialization in financial accounting and auditing. She further completed her MA Inclusion (Special Educational Needs) from University of Birmingham. Mrs. Rushina Mehta is an entrepreneur and a Director in NRAM Regent Private Limited.
Mr. Rohanjeet Singh Juneja	Managing Director & CEO	Mr. Rohanjeet Singh Juneja is an investment banker and hedge fund manager with over 17 years of experience in research, strategy, portfolio management, financial analysis, mergers and acquisitions etc. He started his career as Equity Research Associate with Keefe Bruyette & Woods and was elevated to the position of Assistant Vice President. He worked with FrontPoint Partners, L.P. as Financial Analyst and Vice President where he extensively worked on analysis, research and investment in financial services and real estate companies in India and USA. Post FrontPoint Partners, he was associated with Seawolf Capital LLC as Vice President, responsible for investing and managing a portfolio of listed equities within financial services companies in India and USA. He also worked on companies in similar sectors located in Australia, Brazil and Canada.

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

Overview of the business of the Issuer

TruCap Finance Limited (formerly known as Dhanvarsha Finvest limited) ("Company") is a professionally managed and Board governed organization in the business of financing Micro, Small and Medium enterprises (MSME) headquartered in Mumbai. The Company is registered as a Non-Deposit accepting, Non-Banking Finance Company (NBFC-ND) with the Reserve Bank of India. The Company was incorporated in 1994. In June 2017, through a preferential issue and Open Offer under the SEBI (SAST) Regulation, Wilson Holdings Private Limited ('WHPL') ("Promoter") has acquired the control over the Company. WHPL is promoted by the Mumbai headquartered Wilson Group, which has business interests spread across retail MSME lending, education, philanthropy, FPI advisory services, water and wastewater treatment, agro commodities, and venture capital investing. The equity shares of the Company are listed on the NSE and BSE.

Brief highlights about the Company are listed below:

- Tru is an innovative sourcing & technology enabled financial services company that aims to provide credit solutions to India's large underbanked and underserved micro small businesses and consumers.
- Targeted Segment:
    - Micro enterprises (< 25 lakhs invested in Plant & Machinery) within the MSME segment. Typically, small retail business establishments e.g.: chemists, grocery shops, garment sellers.
    - Secured loans (GOLD): 5K-25 lakhs @ average ROI of ~ 19%p.a.
    - Unsecured Loans (BL): 1 – 20 lakhs @ average ROI of ~20% p.a.
- Enabled with a highly experienced Board and keeping governance as top priority with Chairperson of the Board being the former Chairman and Managing Director of a large bank in India, the company aims to provide timely, affordable and sustainable access to the country's almost 500 million unserved borrowers either through its own balance sheet or via a significant distribution tie-up with one of the country's largest pan India distribution platforms.
- High degree of regulatory oversight and transparency, and ability to create an institution with a long-term mind-set and for perpetuity.
- The Company has recently been re-named to TruCap Finance Limited while maintaining the brand Dhanvarsha for its branch business. The reason for the name change is to achieve alignment of our vision, mission, brand values, brand persona and customer connect/recall value. The brand **Tru** creates a greater perception of our suite of products which has evolved over the last two years especially. The new name would cater to the company's need for enhanced and improved brand connect, loyalty with the evolving preferences of our customers.

Branch details:

As on September 30, 2023, the Company operates in 9 states through 122 branches network

located in Maharashtra, Gujarat, Rajasthan, Delhi, Haryana, Punjab, Uttar Pradesh, Madhya Pradesh & Goa.

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

Sr. No.	Branch Name	Branch Address
1	LKO - Lucknow	D-217D, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010
2	MUM - Dombivli	Shop No. 21, PP Chambers, 1st Floor, Opp. KDMC Office, Dombivali-East, Mumbai-421201
3	MUM - Chembur	Shop No.1, Bhojraj Bldg, Next to IIFL, Opp. Akhbarallys, Sion-Trombay Road, Chembur Nakar, Chembur, Mumbai-400071
4	MUM - Thane	Shop No. 18,B-Wing, Devi Darshan CHSL, Bhavani Chowk, Temblinaka, Thane-West, Mumbai-400601
5	Ahmedabad	Office no 301 Hemkoot Complex, B/h Janpath complex, Opp Sanyash Ashram, Ellishbridge, Ahmedabad -380009, Gujarat
6	MUM - Mira Road	Shop No. 107, 1st Floor, Asha Deep Premises, Silver Park, Opp. Vijay Sales, Mira Bhayander Road, Miraroad East, Thane – 401107
7	NOIDA - Bhangel	Bhangel, Main Dadri Road, Opp. Syndicate Bank, Gautam Budh Nagar, Noida – 201301
8	GZB - Ghaziabad	C-28, First Floor, RDC Ghaziabad, UP – 201002
9	FDB - Faridabad	SCF -1, Ashoka Enclave Part 1, Opp. Kanishka Tower, Sector -34, Faridabad – 121003
10	GOA - Ponda	Shop No 7 Sumit Shivam Shopping Complex, Opp Hotel Menino Shantinagar, Ponda, Goa – 403401
11	PUN - Hadapsar	Shop No.209, Hadapsar Building, Vaibhav Chitra Mandir Complex, Solapur Road, Hadapsar, near Canara Bank - Pune Magarpatta, Pune, Maharashtra 411028
12	PUN - Vishrantwadi	A-11, 2nd floor, Kanakdhara Bldg, above Saraswat Bank, Kasturba housing society, Alandi road, Vishrantwadi Pune - 411015.
13	DEL - Dilshad Colony	G-17, Ground Floor, Dilshad Garden, Delhi – 110095
14	DEL - Mayur Vihar	P-11,First Floor,Pandav Nagar, Mayur Vihar 1, New Delhi-110091
15	GOA - Mapusa	Plot no 13/182/3 Citi Scape Commerical Center, Shop no 3, Opp. Old Municipality building, Next to Yes Bank Branch, Mapusa, Bardez Goa - 403507
16	DEL - Kirari Chowk	PLOT NO. K-1287A, KHASRA NO-1287, PREM NAGAR-1,MUBARAKPUR ROAD, MAIN KIRARI CHOWK, NEW DELHI-110086
17	KOP - Kolhapur	Shop no 18 Empire Tower Building Dasara Chowk Opp Tanishq Showroom Kolhapur 416001
18	INDB - Mari Mata Square	149 SIR SIRAMAL, BAFNA MARG, INDORE, Indore, Madhya Pradesh, 452007
19	RN - Ratnagiri	726A-11/1 Neeldeep complex 1st floor Shivaji Nagar Ratnagiri – 415612
20	FDB - NIT BK Chowk	5 R/1 Shop no.1 Ground floor BK Chowk NIT, Faridabad, Haryana 121001
21	PUN - Loni Kalbhor	Shop no.1, 1st Floor, Om Complex, Near Hotel Shivneri Misal, Pune-Solapur Road Highway, Loni Railway station, Loni Kalbhor, Pune - 412201

22	PUN - Chandannagar	S. No. 49/2. Plot No. 33, Shop no. 3 and 4, Off Pune Ahmed Nagar Road, Near Chandan Nagar Bus stop, Chandan Nagar, Pune – 411014
23	JAIPUR	3rd floor,Orbit Mall,Ajmer Road,Madrampura,Opposite Civil Lines,Metro Station,Jaipur-302006
24	MUM - Malad	A/5 Ground Floor, Meenakshi CHSL, Orlem Marve Road,Near Punjab National Bank ,Opp. Saraswat Bank, Malad-West, Mumbai-400064
25	MUM - Vasai	Shop No.105, 1st Floor, Dattatraya Shopping Centre, Opp. Kubera Hotel, Near Railway Station, Vasai-West, Thane-401202
26	BPL - Karondh	1st Floor, 34/13 Pipa Chauraha, Berasiya Road, Karondh, Bhopal, Madhya Pradesh- 462038
27	BPL - Imamigate	1st Floor, Above Canara Bank, Imamigate, Sultania Road, Agrasen Chowk, Huzura, Bhopal, Madhya Pradesh – 462001
28	INDB - Annapurna	3B, Bhavanipur Colony, Above Kotak Mahindra Bank, Annapurna main road, Indore – 452009
29	NK - Nashik	Shop No 3 & 4, Purab – Paschim Plaza, Divya Big Cinemas, Trimurti Chowk, Cidco, Nashik -08
30	BPL - Indrapuri	1st Floor, Above Women's World Shopee,C-Sector, Indrapuri, Bhopal – 462 022
31	BPL - Mandideep	1st Floor, Chughtai Complex, Above IDBI Bank, Near Mandideep Bridge NH-12, Main Road, Vidya Nagar, Mandideep, Bhopal, MP – 462 046
32	INDB - Dewas	Plot no. 4, Agroha Nagar, AB Road, Dewas - 455001.
33	BPL - Kolar	PLOT NO. 48, "A" SECTOR, BANJARI COLONY, KOLAR ROAD, BOHPAL - 462 042.
34	GZB - Pratap Vihar	C 7, Sec 12, Pratap Vihar, Vijay nagar - Ghaziabad- 201 009.
35	Delhi - Palwal	Khasra no 2011. Ground Flr, Nr Goyal Nursing Home, KRISHNA COLONY, NH2 PALWAL 121102
36	Delhi - Tri Nagar	2993 OLD BUS STAND ROAD (MAIN ROAD) TRI NAGER DELHI-110035
37	Bhopal - Raisen	1st Floor, Mukherjee Nagar, Baghel Complex, Above Canara Bank, Raisen Dt., Pin - 464 551
38	Indore - Khandwa	1st Floor, 28 , Akshay Market, Block no. 17, Plot no. 67, Town Hall, Behind Nagar Nigam Office, Khandwa – 450001
39	Bhopal - Vidhisha	Office No. 2, 1st floor premises , Opp. Railway Stand , Market, Vidisha Dt., Pin - 464 001
40	Bhopal - Ganjbasoda	1st Floor, above Reliance Trends Mall, Station Main Rd, Ganj Basoda, Madhya Pradesh 464221
41	Bhopal - Sehore	1st Floor, Sehore building no. 519, Rajdeep Complex, Near Head Post office, Bus S, Sehore, Madhya Pradesh 466001.
42	Delhi - Noida 18	1st floor Office No 102, Vishal Chamber Sec-18,Noida-201301
43	Pune - Bhosari	S.N. 690, SHIVGANGA COMPLEX, NEAR SEVA VIKAS CO OP BANK, BHOSARI – PUNE 411039
44	Goa - Sanquelim	Ground Floor, Shop No. 3&4, Buidling B, Ladji Towers , Gokulwadi, Sanquelim, Goa 403505
45	Delhi - Rani Bagh	WZ-1/,MAHINDRA PARK (RANA PARK CHOWK) RANI BAGH DELHI-110034
46	Indore - Burhanpur	Ground Floor, 62 Rajpura, Near Central Bank of India , Rajpura gate, Burhanpur, MP – 450331
47	Indore - Harda	Ground Floor, Dubey Building, Beside Nehru Park, Gate no. 1, , Maharana Pratap ward, ward no. 19, Behind Priyanka Nursing Home, Harda, MP - 461331

48	Goa - Vasco	Ground Floor, Shop No. 306, Near St. Andrews Church, Vasco Da Gama, Mormugoa – 403802
49	Goa - Margao	First Floor, Office No 1,2,3,4 HEM, Usha Apt, Opp new ERA high school, Margao, 403602
50	Indore - Khirkiya	1st Floor, Above Central Bank India, Ward No. 7, Main Road, Khirkiya, MP - 461441
51	Ujjain	Ground Floor, 37, Amar Singh Marg, Freeganj, Madhav Nagar, Ujjain, Madhya Pradesh 456010
52	Betul	1ST Floor , above Bandhan bank, Ganesh ward, Betul, Madhya Pradesh 460001
53	Delhi - Pooth Kalan	HOUSE NO-25, SHOP NO-2,OPP BRAHM SHAKTI HOSPITAL VILLAGE POOTH KALAN DELHI-110086
54	Bhopal - New Market	1ST Floor, Plot no. 34, TT NAGAR SHOPPING CENTRE, NEW MARKET Main Road, Bhopal – 462003
55	Betul - Chindwara	1ST Floor , above Bandhan and ICICI bank, Parasia Road, Opp-pooja Hotel, Chhindwara, Madhaya Pradesh, Pin-480001.
56	Betul - Multai	Ground Floor, Railway Station Road, Patel Ward No. 2, Multai, Madhya Pradesh 460661
57	Gonda	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), D-17/2, Old No. 7/1, Yamuna Vihar Road, North Gonda, Delhi - 110 053.
58	Anjar	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Ground Floor, Shop No.15, Krishna Complex, Near Manav Hotel, Varshamedi Naka, Anjar, Kutch, Gujarat - 370 110.
59	Katraj	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Kohinoor Arcade, Shop No. 2, Upper Ground Floor, S.no. 70, Santosh Nagar, Katraj, Pune - 411 046.
60	Bhuj	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop no. 3, Jyoti Building, Hospital Road, Opp. N K Hotel, Bhuj, Kutch, Gujarat - 370 001.
61	Mandvi	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No.5, Dwija Arcade, Opp. HDFC Bank, Layja Road, Mandvi, Kutch, Gujarat - 370 465.
62	Dange Chowk	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Office No 6, 2nd Floor, Nr. Sai Jyoti Hospital, Arun Plaza, Yashoda Colony, Dange Chowk, PCMC, Pune - 411 033.
63	Chakan	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Upper Ground Floor, Shraddha Complex, Opp. IDBI Bank, Chakan Talegaon Road, Chakan, Pune - 410 501.
64	Warje	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), S.N. 138/2A/7/3, BK House, 1st Floor, NDA Road, Near Awale Petrol Pump, Warje Malwadi, Pune – 411 058.
65	Miraj	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No.2, Upper Ground Floor, Donage Spaces, Shivshankar Talkies Compound, Shivaji Road, Miraj, Maharashtra - 416 410.
66	Nashik Road-Prtaik Arcade	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No. 6, 1st Floor, Pratik Arcade, Opp. Vidyut Bhavan, Nashik - 422 101.
67	Mundra	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Office no.6, Neminath Complex, C-Wing, New Mundra, Mundra, Kutch - 370 421.
68	Gandhidham	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No.9 FF, Aum Owners Association, Plot no. 336, 337 & 343, Ward No. 12-B, Gandhidham, Kutch - 370 201.

69	Sangli	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), 1st Floor, 470, Vishnu Complex, Near Ram Mandir, Civil Hospital Road, Sangli - 416 416.
70	Ichal Karanji	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop 10, Up Ground Floor, Near InduSind Bank, Hira Tower, Plot No. 12/463, Shahu Corner,Janta Chowk, Ichal Karanji – 416 115.
71	Delhi Branch	804, Padma Tower 1, Rajendra Place New Delhi 110008
72	Bicholim	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), #13, Ground Floor, Sonar Peth, Bicholim, North Goa, Goa- 403 504.
73	Solapur	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), 1st Floor, Plot No. 5, Saraswati Heights, Narsinha Nagar, Opp. D-Mart, Jule Solapur Road, Solapur - 413 004.
74	Kothariya	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Shop No. 5 & 6, Shree Ram Complex, Opposite Dewpara Vegetable Market, Kothariya Main Road, Rajkot, Kothariya - 360 002.
75	Valpoi	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, 158/Ward No. 10, Near State Bank Of India, Valpoi, Sattari, Goa - 403 506.
76	Ludhiana	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), B-1461/1, Ram Sharnam Chowk, Hambra Road, Ludhiana, Punjab - 141 001.
77	Jalandhar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), NA – 411, Ground Floor, Santokhpura, Old Hoshiarpur Road, Jalandhar, Punjab: - 144 004.
78	Bolegaon	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Vaishnavi Height , Nagar Manmad Road, Bolegaon Phata, Nagapur M, Ahmed Nagar - 414 111.
79	Gondal	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Shree Maruti Complex, Above HDFC Bank, Opp. Circuit House, Gondal - 360 311.
80	Pundlik Nagar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, N4, Pundlik Nagar, Aurangabad – 431 005.
81	Ashram Road	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited),Shop no. 1, Sunlight Plaza, First Floor, Balak Hanuman Chowk, Pedak Road, Ashram road, Rajkot - 360 003.
82	Firozpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Golden Tower 1, Agarsain Chowk, Above Bandhan Bank, Mall Road, Firozpur City, Punjab - 152 001.
83	Naliya	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground floor, Shop no 5, Naliya Dada Complex -2, Near SBI Bank, Naliya, Kutch, Gujarat - 370 655.
84	CIDCO	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, N7, K-65, Bajrang Chowk, Cidco, Aurangabad - 431 003.
85	Hoshiarpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited),House no-B-17/826, Sutehri Road, Hoshiarpur, Punjab - 146 001.
86	Kurukshetra	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Gumbar Complex, Opp. H.P. Petrol Pump, Pipli Kurukshetra, Haryana - 136 131.
87	Laxmangarh	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Setho Ka Bazar, Laxmangarh, Sikar, Rajasthan - 332 311.
88	Sikar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, Yash Tower, Bajaj Road, Near Tapadiya Bagichi, Sikar, Rajasthan - 332 001.

89	Sirhind	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Jassar Complex, Jyoti Swaroop Chowk, Fatehgarh Sahib, Sirhind, Punjab - 140 406.
90	Nawalgarh	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, Opp. Roadways Bus Stand, Nawalgarh, Rajasthan - 333 042.
91	Khamano	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), SCF 26, Grain Market, Khamano Distt. Fatehgarh Sahib, Punjab -141 801.
92	Curchoremm-Sanvordem	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), E 110, JMD Pundalik Arcade, Upper Ground Floor, Behind ICICI Bank, Curchoremm(Sanvordem), Goa - 403 706.
93	Baramati	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, Frontier Automotives, Marwad Peth, Baramati, Pune, Maharashtra - 413 102.
94	Fatehpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Shiv Shakti Complex, Bawari Gate, Near Private Bus Stand, Fatehpur, Rajasthan - 332 301.
95	Jaipur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Shop No. 15 & 16, Pratap Nagar, Murlipura, Jaipur, Rajasthan - 302 039.
96	Jhunjhunu	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 12 & 13, 1st Floor, Monu Complex, Station Road, Jhunjhunu, Rajasthan - 333 001.
97	Solapur-Raviwar Peth	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, 1284, Bhadravati Raviwar Peth, Akkalkoat Road, Solapur, Maharashtra - 413 002.
98	Jamnagar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Nikamal Society Street-6, Opp. Ghediya Tailor, Khodiiyar Colony, Amar, Jamnagar, Gujarat – 361 006.
99	Pathankot	1st floor, Above State Bank of India, Sailai Road, Pathankot, Punjab 145001
100	Jodhpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Shop No. 11, 1st Floor, Manji Ka Hatha, Main Mandore Road, Jodhpur, Rajasthan - 342 006.
101	Panipat	Shop No.5 Old Sabzi Mandi, Sanoli Road,Panipat, Haryana-132103
102	Surendranagar	Shop No.108,1st Floor,City Centre,Bus Stand Road,Opp.Arts&Science College,Surendranagar,Gujarat-363002
103	Bhatinda	Near Zila Parishad, Hanuman Murti Chowk,Bathinda-151005
104	Karnal	SCO8 , FIRST FLOOR ANAND MARKET , BUTA SINGH COLONY, MEERA GHATI CHOWK , KARNAL. 132001 KARNAL Haryana India
105	Sojat	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Geloth Complex, Waterworks Road, Above Siyaram Steel, Sojat, Rajasthan - 306 104.
106	Ambala	TruCap Finance Limited(Dhanvarsha Gold Loan), 6275/34/1, First Floor, Nicalson Road, Ambala, Cantt, Haryana - 133 001.
107	Junagarh	TruCap Finance Limited(Dhanvarsha Gold Loan), Shop No. 6 to 9, First Floor, Mari Gold - 1, Opposite Rayjibaug, Junagarh, Gujarat - 362 001.
108	Sumerpur	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, G 10-11, Ganesham Complex, Sumerpur, Rajasthan - 306 902.
109	Abohar	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Meva Market Complex, Circular Road, Street No. 3, Abohar, Punjab - 152 116.
110	Zira	TruCap Finance Limited(Dhanvarsha Gold Loan), C/O Malkit Singh, Talwandi Road, Near Clock Tower, Zira, Distt. Firozpur - 142 047.
111	Jalna	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Devgiri Sankul, Gandhi Chaman, Old Jalna, Jalna – 431 203.

112	Balotra	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Above ICICI Bank Ltd, Khed Road, Near Sant Shri Haridas Eye Hospital, Balotra, Rajasthan - 344 022.
113	Sirohi	TruCap Finance Limited(Dhanvarsha Gold Loan), Plot no 6,7, Dr. Sampoornand Colony, Near Sanjivani Hospital, Mahakal Nagar, Sirohi, Rajasthan - 307 001.
114	Shrimadhopur	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Station Road, Shrimadhopur, Rajasthan - 332 715.
115	Satara-Radhika Road	TruCap Finance Limited(Dhanvarsha Gold Loan), Plot no. 3, Ground Floor, New Radhika Road,Karmveer Housing Society, OPP. Police Station,Satara, Maharashtra – 415 002.
116	Madhapar	TruCap Finance Limited(Dhanvarsha Gold Loan), Plot no 27, Neelkanth Arcade, GF Shop no.7, Madhapar, Bhuj, Kutch, Gujarat - 370 020.
117	Churu	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Ward No. 10, Nai Sarak, Naya Bass, Churu, Rajasthan - 331 001.
118	Latur	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Above I Palace, Ausa Road, In front of Muthoot Finance Office, Between ICICI And IDBI Bank, Latur, Maharashtra- 413 512.
119	Nagaur	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Aashirwad Tower, Opp. Roadways Bus Stand, Valabh Chowk, Nagaur, Rajasthan - 341 001.
120	Tuljapur	TruCap Finance Limited(Dhanvarsha Gold Loan), Shop No. 1, Lower Ground, Saguna Vyapari Sankul, Naldurg Road, Near HDFC Bank, Tuljapur, Maharashtra - 413 601.
121	CWA - Chhindwara	TruCap Finance Limited(Dhanvarsha Gold Loan), 1ST Floor , above Bandhan bank, Parasia Road, Opp-pooja Hotel, Chhindwara, Madhaya Pradesh, Pin-480001.
122	ANG - Ahmed Nagar	TruCap Finance Limited(Dhanvarsha Gold Loan), Vaishnavi Height , Ground Floor, Nagar Manmad Road, Bolegaon Phata, Nagapur M Ahmednagar- 414111

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

NIL

5.6 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	Details of fees	Percentage (%) of total issue expenses	Percentage (%) of total issue size
1.	**Lead manager(s) fees**	Each of the expenses set out in S. no 1 to S. no 9 shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.		
2.	**Underwriting commission**			
3.	**Brokerage, selling commission and upload fees**			
4.	**Fees payable to the registrars to the issue**			
5.	**Fees payable to the legal advisors**			
6.	**Advertising and marketing expenses**			
7.	**Fees payable to the regulators including stock exchanges**			

8.	**Expenses incurred on printing and distribution of issue stationary**	
9.	**Any other fees, commission or payments under whatever nomenclature**	

5.7 Key Operational and Financial Parameters on a consolidated basis and a standalone basis:

Standalone basis:

(Rs. In Crores)

Particulars	As on March 31, 2021	As on March 31, 2022	As on March 31, 2023	As on September 30, 2023
Assets				
Property, Plant and Equipment	8.73	15.69	19.24	21.02
Financial Assets	168.17	436.23	630.04	654.00
Non-financial Assets excluding property, plant and equipment	7.68	20.26	28.43	33.40
Total Assets	**184.58**	**472.19**	**677.72**	**708.42**
Liabilities				
Financial Liabilities				
-Derivative financial instruments	-	-	-	-
-Trade Payables	2.28	4.88	2.13	4.40
-Debt Securities	6.02	38.21	3.74	3.60
-Borrowings (other than Debt Securities)	74.51	248.26	438.78	461.91
-Subordinated liabilities	-	-	-	-
-Other financial liabilities	0.45	2.19	1.55	3.42
Non-Financial Liabilities	-	-	-	-
-Current tax liabilities (net)	0.37	0.37	0.37	-
-Provisions	0.49	0.95	0.57	0.67
-Deferred tax liabilities (net)	-	-	-	-
-Other non-financial liabilities	1.10	3.38	7.82	3.36
	0	0	0	0
Equity (Equity Share Capital and Other Equity)	99.36	173.94	222.75	231.07
Total Liabilities and Equity	184.58	472.19	677.72	708.42
PROFIT AND LOSS	23.95	69.82	123.27	80.26
Revenue from operations	0.47	0.24	0.69	0.24
Other Income	24.42	70.06	123.96	80.51
Total Income				
	22.68	59.38	116.73	76.11
Total Expense				
	0.68	7.37	5.54	2.78
Profit after tax for the year	0.01	-0.05	0.04	0.02

Other Comprehensive income	0.70	7.32	5.59	2.80
Total Comprehensive Income				
	0.09	0.95	0.5	0.24
Earnings per equity share (Basic)	0.07	0.8	0.5	0.24
Earnings per equity share (Diluted)				
Cash Flow	77.91	180.94	149.22	-96.47
Net cash from / used in(-) operating activities	37.69	76.13	68.94	47.18
Net cash from / used in(-) investing activities	-145.33	-283.33	-198.42	52.81
Net cash from / used in (-)financing activities	-29.73	-26.26	19.73	3.52
Net increase/decrease(-) in cash and cash equivalents	31.43	57.59	37.86	41.37
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year				
Additional Information	99.36	173.94	222.75	231.07
Net worth	31.43	57.59	37.86	41.37
Cash and cash equivalents	99.70	289.06	417.91	469.30
Loans	99.70	289.06	417.91	469.30
Loans (Principal Amount)	0.44	0.61	0.65	0.66
Total Debts to Total Assets	12.23	45.47	93.18	53.65
Interest Income	4.23	24.35	50.79	35.50
Interest Expense	0.44	1.30	-0.81	2.05
Impairment on Financial Instruments	0.1%	0.4%	0.4%	0.1%
Bad Debts to Loans	4.45%	3.17%	3.03%	1.87%
% Stage 3 Loans on Loans(Principal Amount)	2.40%	2.12%	2.66%	1.13%
% Net Stage 3 Loans on Loans (Principal Amount)	65.7%	28.3%	34.3%	32.96%
Tier I Capital Adequacy Ratio (%)	0.0%	11.1%	0.1%	0.09%
Tier II Capital Adequacy Ratio (%)	8.73	15.69	19.24	21.02

Consolidated basis:

(Rs. In Crores)

Particulars	**As on March 31, 2021**	**As on March 31, 2022**	**As on March 31, 2023**	**As on September 30, 2023**
BALANCE SHEET				
Assets				
Property, Plant and Equipment	10.20	17.31	19.83	21.51
Financial Assets	166.29	415.00	601.65	626.12
Non-financial Assets excluding property, plant and equipment	10.00	39.36	49.77	53.73
Total Assets	186.49	471.67	671.25	701.37
Liabilities				
Financial Liabilities				

-Derivative financial instruments	-	-	-	
-Trade Payables	1.83	3.76	2.12	4.02
-Other Payables	0.70	2.07	0.36	0.41
-Debt Securities	6.02	38.21	3.74	3.60
-Borrowings (other than Debt Securities)	74.51	248.26	438.78	461.91
-Deposits	-	-	-	-
-Subordinated liabilities	-	-	-	-
-Lease Liabilities	-	-	-	-
-Other financial liabilities	0.58	2.17	1.31	3.35
Non-Financial Liabilities	-	-	-	-
-Current tax liabilities (net)	0.61	0.37	0.37	-
-Provisions	0.64	1.11	0.59	0.68
-Deferred tax liabilities (net)	-	-	-	-
-Other non-financial liabilities	1.68	3.63	7.90	3.36
	-	-	-	-
Equity (Equity Share Capital and Other Equity)	99.91	172.08	216.09	224.05
Non-controlling interest	-	-	-	
Total Liabilities and Equity	186.49	471.67	671.25	701.37
PROFIT AND LOSS	29.61	75.74	123.12	80.67
Revenue from operations	0.45	0.24	0.69	0.24
Other Income	30.06	75.98	123.80	80.91
Total Income				
	27.28	68.79	121.34	76.89
Total Expense	-	-	-	
	1.30	3.98	0.63	2.42
Profit after tax for the year	0.01	0.01	0.04	0.02
Other Comprehensive income	1.32	3.99	0.67	2.44
Total Comprehensive Income				
	0.18	0.52	0.06	0.24
Earnings per equity share (Basic)	0.14	0.45	0.06	0.24
Earnings per equity share (Diluted)				
Cash Flow	80.37	184.70	151.40	-96.50
Net cash from / used in(-) operating activities	34.44	73.10	65.77	47.18
Net cash from / used in(-) investing activities	-145.33	-284.13	-196.63	52.81
Net cash from / used in (-)financing activities	-30.52	-26.33	20.55	3.49
Net increase/decrease(-) in cash and cash equivalents	32.23	58.56	38.01	41.50
Cash and cash equivalents as per Cash Flow Statement as at end of Half Year				
Additional Information	99.91	172.08	216.09	224.05

Net worth	32.23	58.56	38.01	41.50
Cash and cash equivalents	99.70	288.12	417.91	469.30
Loans	0.43	0.61	0.66	0.66
Total Debts to Total Assets	12.24	45.36	93.13	54.08
Interest Income	4.23	24.36	50.79	35.50
Interest Expense	0.44	2.07	-1.58	2.05
Impairment on Financial Instruments	0.07%	0.41%	0.43%	0.13%
Bad Debts to Loans	10.20	17.31	19.83	21.51

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

The dues outstanding with respect to, income tax, sales tax, service tax, value added tax, GST, customs duty, excise duty on account of any dispute, are as follows:

Name of the statute	Nature Of dues	Amount in Crores	Period to which the amount relates	Forum where dispute is pending
Income Tax Act, 1961	Income Tax	0.53*	AY 2016-17	Commissioner of Income Tax (Appeals)
Income Tax Act, 1961	Income Tax	0.01	AY 2021-22	Assessing Officer

*Net of Rs.0.13 Crores paid under protest.

5.9 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:

NIL

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

(a) **Details of Share Capital as on last quarter end, i.e., September 30, 2023:**

Share Capital	Amount (in Rs.)
Authorised Share Capital	
25,00,00,000 Equity shares of Rs. 2/- each	50,00,00,000
TOTAL	**50,00,00,000**
Issued, Subscribed and Paid- up Share Capital	
11,62,99,371 Equity shares of Rs. 2/- each, fully paid	23,25,98,742
TOTAL	23,25,98,742

(b) **Changes in its capital structure as on last quarter end i.e., September 30, 2023 for the last three financial years and current financial year:**

Date (AGM / EGM)	Existing Capital	Revised Capital	Remark
September 20, 2021	5,00,00,000 Equity shares of Rs. 10/- each aggregating to	25,00,00,000 Equity shares of Rs. 2/- each	The shareholders of the Company in the 27th AGM held on September 20, 2021, approved sub-division of equity shares of the Company from Rs.10/- per share to Rs.2/- per share. The

	Rs. 50,00,00,000/-	aggregating to Rs. 50,00,00,000/-	Board of Directors had fixed October 14, 2021, as record date for sub-division of equity shares of the Company.

(c) **Details of the equity share capital as at last quarter end, for the preceding three financial years and current financial year:**

Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
03-04-2020	38,76,000	2	12.9	10.9	Cash	Preferential Issue - Conversion of Warrants	7,14,14,780	14,28,29,560	4,22,48,400	Nil
15-06-2020	8,075	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,14,22,855	4,28,45,710	32,300	Nil
15-06-2020	41,355	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,14,64,210	,28,420	,65,420	Nil
15-06-2020	96,930	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,15,61,140	14,31,22,280	3,87,720	Nil
31-07-2020	50,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,16,11,140	14,32,22,280	2,00,000	Nil
31-07-2020	36,140	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,16,47,280	14,32,94,560	2,89,120	Nil
22-08-2020	42,905	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,16,90,185	14,33,80,370	1,71,620	Nil

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
03-11-2020	46,27,130	2	22.26	20.26		Conversion of loan	7,63,17,315	5,26,34,630	9,37,45,654	Nil
11-11-2020	13,085	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,63,30,400	15,26,60,800	52,340	Nil
11-11-2020	1,31,745	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,64,62,145	15,29,24,290	5,26,980	Nil
07-05-2021	1,49,830	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,66,11,975	15,32,23,950	5,99,320	Nil
07-05-2021	2,585	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,66,14,560	15,32,29,120	20,680	Nil
10-06-2021	50,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,66,64,560	15,33,29,120	4,00,000	Nil
01-11-2021	22,280	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,66,86,840	15,33,73,680	1,78,240	Nil
01-11-2021	47,500	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,67,34,340	15,34,68,680	1,90,000	Nil

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
01-11-2021	18,146	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,67,52,486	15,35,04,972	1,45,168	Nil
01-11-2021	10,590	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,67,63,076	15,35,26,152	42,360	Nil
01-11-2021	7,793	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,67,70,869	15,35,41,738	31,172	Nil
01-11-2021	67,500	2	14	12		Equity Shares allloted pursuant to exercise of ESOPs	7,68,38,369	15,36,76,738	8,10,000	Nil
06-12-2021	8,98,470	2	22.26	20.26		Preferential Issue - Conversion of warrants	7,77,36,839	15,54,73,678	1,82,03,002	Nil
14-02-2022	4,755	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,77,41,594	15,54,83,188	19,020	Nil
14-02-2022	30,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,77,71,594	15,55,43,188	1,20,000	Nil
14-02-2022	11,256	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,77,82,850	15,55,65,700	45,024	Nil

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
14-02-2022	5,172	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,77,88,022	15,55,76,044	41,376	Nil
14-02-2022	7,677	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,77,95,699	15,55,91,398	30,708	Nil
14-02-2022	25,590	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,78,21,289	15,56,42,578	1,02,360	Nil
14-02-2022	12,095	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,78,33,384	15,56,66,768	48,380	Nil
28-02-2022	50,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,78,83,384	15,57,66,768	4,00,000	Nil
22-03-2022	1,09,55,555	2	22.26	20.26		Preferential Issue - Conversion of Compulsorily Convertible Debentures	8,88,38,939	17,76,77,878	22,19,59,544	Nil
20-04-2022	13,00,989	2	22.26	20.26		Preferential Issue - Conversion of convertible warrants	9,01,39,928	18,02,79,856	2,63,58,037	Nil

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
28-04-2022	2,18,750	2	80	78		Preferential Issue - Conversion of Compulsorily Convertible Debentures	9,03,58,678	18,07,17,356	1,70,62,500	Nil
02-05-2022	1,55,49,380	2	22.26	20.26		Preferential Issue - conversion of Compulsorily Convertible Debentures and convertible warrants	10,59,08,058	21,18,16,116	31,50,30,439	Nil
09-05-2022	9,83,230	2	132	130		Preferential Issue	10,68,91,288	21,37,82,576	12,78,19,900	Nil
12-07-2022	98,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,69,89,288	21,39,78,576	3,92,000	Nil
12-07-2022	28,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,70,17,288	21,40,34,576	1,12,000	Nil
12-07-2022	2,00,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,72,17,288	21,44,34,576	16,00,000	Nil
12-07-2022	5,000	2	10	8		Equity Shares allloted pursuant to	10,72,22,288	21,44,44,576	40,000	Nil

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
						exercise of ESOPs				
12-07-2022	7,758	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,72,30,046	21,44,60,092	62,064	Nil
12-07-2022	1,08,419	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,73,38,465	21,46,76,930	8,67,352	Nil
12-07-2022	7,677	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,46,142	21,46,92,284	30,708	Nil
12-07-2022	4,632	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,50,774	21,47,01,548	18,528	Nil
12-07-2022	5,100	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,55,874	21,47,11,748	20,400	Nil
12-07-2022	10,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,65,874	21,47,31,748	40,000	Nil
12-07-2022	3,819	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,69,693	21,47,39,386	15,276	Nil

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
12-07-2022	2,472	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,72,165	21,47,44,330	9,888	Nil
12-07-2022	8,374	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,73,80,539	21,47,61,078	33,496	Nil
12-07-2022	2,87,500	2	80	78		Preferential Issue - Conversion of Compulsorily Convertible Debentures	10,76,68,039	21,53,36,078	2,24,25,000	Nil
21-07-2022	1,06,250	2	80	78		Preferential Issue - Conversion of Compulsorily Convertible Debentures	10,77,74,289	21,55,48,578	82,87,500	Nil
23-08-2022	1,77,028	2	80	78		Preferential Issue - Conversion of Compulsorily Convertible Debentures	10,79,51,317	21,59,02,634	1,38,08,184	Nil
19-09-2022	7,913	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	10,79,59,230	21,59,18,460	31,652	Nil
19-09-2022	13,146	2	10	8		Equity Shares allloted pursuant to	10,79,72,376	21,59,44,752	1,05,168	Nil

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Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
						exercise of ESOPs				
30-09-2022	2,00,000	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	10,81,72,376	21,63,44,752	16,00,000	Nil
13-10-2022	74,39,087	2	80	78		Preferential Issue - Conversion of Compulsorily Convertible Debentures	11,56,11,463	23,12,22,926	58,02,48,786	Nil
19-12-2022	3,62,500	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	11,59,73,963	23,19,47,926	29,00,000	Nil
19-12-2022	2,40,753	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,14,716	23,24,29,432	9,63,012	Nil
23-05-2023	58,175	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,72,891	23,25,45,782	2,32,700	Nil
11-08-2023	16,135	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,89,026	23,25,78,052	64,540	Nil
11-08-2023	10,345	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	11,62,99,371	23,25,98,742	82,760	Nil
09-10-2023	6,00,000	2	10	8		Equity Shares allloted pursuant to	11,68,99,371	23,37,98,742	48,00,000	NIL

Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
						exercise of ESOPs				

Notes, if any: NIL

5.11 Details of any Acquisition or Amalgamation with any entity in the last 1 (one) year:

NIL. The Board of Directors have at its meeting held on November 09, 2023, approved withdrawal of the Scheme of Arrangement between Exclusive Leasing and Finance Private Limited ("EZ Capital") and the Company and their respective Shareholders and Creditors for acquisition of Retail MSME Lending Business of EZ Capital.

Type of Event	Date of Announcement	Date of Completion	Details
NIL	NIL	NIL	NIL

5.12 Details of any Reorganization or Reconstruction in the last 1 (one) year:

Type of Event	Date of Announcement	Date of Completion	Details
NIL	NIL	NIL	NIL

5.13 Details of the shareholding of the Company as on the latest quarter end, i.e., September 30, 2023

(a) **Shareholding pattern of the Company as on last quarter end, i.e. September 30, 2023 as per the format specified under the listing regulations:**

Particulars	Equity- Fully Paid Up		
Indian			
Promoters – Individuals	**No of Shares**	**Amount**	**% to Total Shareholding**
Wilson Holdings Private Limited	5,67,98,697	11,35,97,394	48.84
Mrs. Minaxi Mehta	22,46,180	44,92,360	1.93
Sub-Total (a)	**5,90,44,877**	**11,80,89,754**	**50.77**
Public			**-**
Domestic Companies/LLP/Trusts	1,58,95,503	3,17,91,006	**13.67**
Resident Indians	3,06,25,875	6,12,51,750	**26.33**
HUF	0	0	**-**
Sub-Total (b)	**4,65,21,378**	**9,30,42,756**	**40.00**
Total Indian Investment (c = a+b)	**10,55,66,255**	**21,11,32,510**	**90.77**
Foreign Investment			**-**
Promoters- Individuals	0	0	**-**
Sub-Total (d)	0	0	**-**

Non-Resident Indians	12,76,349	25,52,698	**1.10**
FDI/FII/FPIs	94,56,767	1,89,13,534	**8.13**
Sub-Total (e)	**1,07,33,116**	**2,14,66,232**	**9.23**
Total Foreign Investment (f=d+e)	**1,07,33,116**	**2,14,66,232**	**9.23**
Grand Total (g=c+f)	**11,62,99,371**	**23,25,98,742**	**100.00**

Notes: Details of shares pledged or encumbered by the promoters (if any): 2,37,00,000 equity shares

(b) **List of top 10 holders of equity shares of the Company as on the latest quarter end, i.e. September 30, 2023:**

Name of the shareholders	Total no. of Equity shares	No. of shares in demat form	Total shareholding as % of total no. equity shares
Wilson Holdings Private Limited	5,67,98,697	5,67,98,697	48.84
Aviator Emerging Market Fund	59,64,992	59,64,992	5.13
Ms. Siddhi Jaiswal	39,12,925	39,12,925	3.36
Core4 Marcom Private Limited	30,31,379	30,31,379	2.61
Mr. Rohanjeet Singh Juneja	26,09,445	26,09,445	2.24
Mrs. Minaxi Kishore Mehta	22,46,180	22,46,180	1.93
Ms. Bhamini Kamal Parekh	21,71,265	21,71,265	1.87
Nandanvan Investments Limited	16,50,022	16,50,022	1.42
Nomura Singapore Limited ODI	14,75,000	14,75,000	1.27
Jainam Broking Limited	14,36,544	14,36,544	1.24
Total	**8,12,96,449**	**8,12,96,449**	**69.90**

5.14 Following details regarding the directors of the Company*:

(a) **Details of the current directors of the Company:**

This table sets out the details regarding the Company's Board of Directors as on date of the General Information Document:

S. No.	Name of the Directors	Designation	Date of Birth	Address	DIN	Director of the company since	Director in other company	Whether Wilful Defaulter (Yes/No)
1.	Mr. Rakesh Sethi	Chairperson, Independent Director	April 30, 1957	Villa No.2 Dantu Street, 10/22, S.No. 103/A, behind Babukhan Arena, Kokapet, Hyderabad, Telangana – 500075	02420709	October 15, 2019	(a) Machino Polymers Limited (b) Machino Polymers India Private Limited (c) Khanna Paper Mills Limited	No
2.	Mr. Nirmal Vinod Momaya	Independent Director	July 28, 1966	Horizon View, Flat no. 5, Gen J Bhosle Marg, Nariman Point	01641934	August 10, 2018	a. Camlin Fine Sciences Limited b. Netopia E-Sports Private Limited	No

				Mumbai 400021			c. Smokin' Joe's Pizza Private Limited d. MJ Medical Devices Private Limited e. Fine Lifestyle Solutions Limited f. Fine Renewable Energy Limited g. Abana Medisys Private Limited h. Ashar Locker (India) Private Limited i. Shatrunjaya Traders Private Limited j. Momaya Investments Private Limited k. Twilit Corporation Private Limited	
3.	Mr. Krishipal Raghuvanshi	Independent Director	March 01, 1955	Flat No-2202, Leona, Rohdas Complex, Hiranandani Estate Thane, Sandozbaugh Thane – 400607	07529826	August 24, 2018	LDMA Private Limited	No
4.	Ms. Abha Kapoor	Independent Director	January 7, 1961	501, Sunkist Building, 1st Road, TPS 4, Near Almeida Park, Bandra west, Mumbai - 400050, Maharashtra,	01277168	March 30, 2022	a. Quint Digital Media Limited b. K and J Search Consultants Private Limited c. Quintype Technologies India Limited	No
5.	Ms. Geetu Gidwani Verma	Independent Director	June 9, 1966	A-72, Belvedere Towers, DLF Phase 2, Nathupur, Gurgaon, Haryana – 122002,	00696047	May 31, 2022	a. Philips India Limited b. United Breweries Limited	
6.	Mr. Rajiv Kapoor	Non-Executive Non-Independent Director	June 11, 1954	341, Bukit Timah Road, #05-01 Honolulu Tower,	08204049	February 03, 2020	a. DFL Technologies Private Limited b. Empowerm Mobility	No

				Singapore - 259719			Solutions Private Limited c. Cerracap Ventures Pte Ltd. Singapore	
7.	Mr. Atwood Porter Collins	Non-Executive Non-Independent Director	June 27, 1975	15, Juniper Road, Darien Connecticut, 06820 5707	09239511	July 31, 2021	None	No
8.	Mrs. Rushina Mehta	Non-Executive Non-Independent Director	December 05, 1982	B-21 Paritosh, V.L. Mehta Road, Kapol Society, J.V.P.D. Scheme, Mumbai - 400 049	01042204	June 17, 2022	NRAM Regent Private Limited	No
9.	Mr. Rohanjeet Singh Juneja	Managing Director & Chief Executive Officer	November 6, 1980	274, Kalpak Crest, Carter Road, Bandra (West) Mumbai - 400 050	08342094	December 17, 2019	DFL Technologies Private Limited	No

**Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any:* None

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

Name	Designation	DIN	Date of Appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
Mr. Ashish Sharad Dalal	Non-Executive Director	00002463 2	10-08-2018	NA	10-11-2020	NIL
Mrs. Manjari Kacker	Independent Director	0694535 9	28-09-2018	NA	30-10-2021	NIL
Mrs. Minaxi Kishore Mehta	Non-Executive Non-Independent Director (Promoter)	0030506 09	10-06-2021	NA	17-06-2022	NIL
Mr. Rakesh Sethi	Chairperson and Independent Director	24207 09	15-10-2019	NA	NA	NIL
Mr. Rajiv Kapoor	Non-Executive Non-Independent Director (Change in designation from Independent Director to Non-Executive Non-Independent	82040 49	03-02-2020	NA	NA	NIL

	Director w.e.f. March 30, 2022)					
Mr. Krishipal Raghuvanshi	Independent Direct	7529826	24-08-2018	NA	NA	NIL
Mr. Nirmal Vinod Momaya	Independent Direct	1641934	10-08-2018	NA	NA	NIL
Mr. Atwood Porter Collins	Non-Executive Non-Independent Director	9239511	31-07-2021	NA	NA	NIL
Ms. Abha Kapoor	Independent Director	1277168	30-03-2022	NA	NA	NIL
Ms. Geetu Gidwani Verma	Independent Director	696047	31-05-2022	NA	NA	NIL
Mrs. Rushina Mehta	Non-Executive Non-Independent Director	1042204	17-06-2022	NA	NA	NIL
Mr. Karan Neale Desai	Whole Time Director	5285546	10-08-2018	NA	30-06-2022	NIL
Mr. Rohanjeet Singh Juneja	Managing Director & Chief Executive Officer	8342094	17-12-2019	NA	NA	NIL

(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;**

Remuneration payable or paid to a director by the issuer, its subsidiary or associate company:

Director	Fiscal FY 23-24 Upto September 30, 2023)	Fiscal FY 22-23	Fiscal FY 21-22	Fiscal FY 20-21
Mr. Rakesh Sethi	0.05	0.11	0.10	0.10
Mr. Krishipal Raghuvanshi	0.05	0.11	0.09	0.11
Mr. Nirmal Vinod Momaya	0.04	0.07	0.12	0.11
Ms. Abha Kapoor	0.04	0.01	NA	NA
Ms. Geetu Gidwani Verma	0.03	0.04	NA	NA
Mr. Rajiv Kapoor	0.06	0.11	0.11	0.10
Mrs. Rushina Mehta	0.01	0.05	NA	NA
Mr. Atwood Porter Collins	0.02	0.04	0.05	NA
Mr. Rohanjeet Singh Juneja	0.67	1.41	0.65	0.50
Mr. Karan Neale Desai (resigned w.e.f. close of business hours of June 30, 2022)	NA	0.22	0.67	0.51
Mrs. Minaxi Mehta (resigned w.e.f. close of business hours of June 17, 2022)	NA	0.01	0.08	NA

Mrs. Manjari Kacker (resigned w.e.f close of business hours of October 30, 2021)	NA	NA	0.06	0.13

Shareholding of the director in the company, its subsidiaries and associate companies on a fully diluted basis – September 30, 2023

Name of the Directors	No. of shares held	% of total shareholding
Mr. Rakesh Sethi	0	0
Mr. Nirmal Vinod Momaya	0	0
Mr. Krishipal Raghuvanshi	0	0
Ms. Abha Kapoor	0	0
Ms. Geetu Gidwani Verma	0	0
Mr. Rajiv Kapoor	91,976	0.08
Mrs. Rushina Mehta	0	0
Mr. Atwood Porter Collins	0	0
Mr. Rohanjeet Singh Juneja	26,09,445	2.19

(ii) **Appointment of any relatives to an office or place of profit of the Issuer, its subsidiary or associate company;**

None

(iii) **Full particulars of the nature and extent of interest, if any, of every director:**

A. **in the promotion of the Issuer company; or**

Mrs. Rushina Mehta although is not having any direct holding in the Company, however, she is a significant beneficial owner in the Company and also belongs to promoters' family.

B. **in any immoveable property acquired by the Issuer in the two years preceding the date of the issue document / this General Information Document or any immoveable property proposed to be acquired by it; or**

Not applicable.

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**

Not applicable.

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

Not Applicable

5.15 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.

Not Applicable

5.16 Following details regarding the auditors of the Company:

(a) **Details of the auditor of the Company:**

Name of the Auditor	Address	Date of appointment
Bansal Bansal & Co.	Bldg. #6 office, 120, Mittal Industrial Estate Rd, Mittal Industrial Estate, Marol, Andheri East, Mumbai, Maharashtra 400059	August 13, 2021

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

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
Haribhakti & Co. LLP	05, Leela Business Park, Andheri Kurla Road, Andheri-East, Mumbai-400059	September 18, 2019	N.A.	August 13, 2021

5.17 Details of the following liabilities of the Company, as at the latest quarter end i.e. September 30, 2023 or if available at a later date:

(a) **Details of Outstanding Secured Loan Facilities**:

(Amt. in Cr.)

Name of Lender	Type of Facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date / Schedule	Security			Credit Rating, if applicable	Asset Classification
					Detail	Security (FD)	Security (Bookdebt)		
HDFC Limited	Term Loan	4.00	1.40	Monthly	-	-	1.10	-	Secured
HDFC Limited	Term Loan	10.00	5.23	Monthly	-	8%	1.33	-	Secured
Bank of India	Term Loan	25.00	4.69	Quarterly	-	20%	1.33	-	Secured
State Bank of India	Term Loan	30.00	9.71	Monthly	-	13%	1.33	-	Secured
Central Bank of India	Term Loan	10.00	6.06	Monthly	-	10%	1.33	Yes	Secured
Central Bank of India	Term Loan	10.00	4.71	Monthly	-	-	1.30	Yes	Secured
DCB Bank Limited	Term Loan	5.00	1.67	Monthly	-	-	1.10	Yes	Secured
Nabsamrudhhi Finance Limited	Term Loan	5.00	1.89	Monthly	-	-	1.10	Yes	Secured

Moneywise Financial Services Pvt. Ltd.	Term Loan	5.00	0.71	Monthly	-	-	1.20	-	Secured
Nabkisan Finance Limited	Term Loan	5.00	2.07	Quarterly	-	-	1.10	-	Secured
Punjab & Sind Bank	Term Loan	10.00	4.53	Monthly	-	5%	1.33	-	Secured
Ambit Finvest Limited	Term Loan	5.00	0.97	Quarterly	-	-	1.10	-	Secured
Capri Global Capital Limited	Term Loan	10.00	2.50	Quarterly	-	-	1.10	-	Secured
Bank of Baroda	Term Loan	10.00	6.16	Monthly	-	10%	1.20	Yes	Secured
State Bank of India	Term Loan	25.00	15.93	Monthly	-	9%	1.25	-	Secured
IDBI Bank Limited	Term Loan	15.00	10.83	Quarterly	-	5%	1.20	Yes	Secured
Indian Overseas Bank	Term Loan	10.00	5.00	Monthly	-	-	1.30	-	Secured
Utkarsha Small Finance Bank	Term Loan	10.00	2.50	Quarterly	-	10%	1.10	Yes	Secured
Credit Saison	Term Loan	20.00	7.50	Quarterly	-	-	1.10	-	Secured
Maanveeya Devlopment & Finance Pvt Ltd	Term Loan	20.00	5.72	Monthly	-	-	1.10	-	Secured
Cholamandalam Investment & Finance Company Ltd.	Term Loan	3.00	0.19	Quarterly	-	-	1.10	-	Secured
Hinduja Leyland Finace Limited	Term Loan	6.50	1.79	Monthly	-	-	1.10	-	Secured
Northern Arc Capital Limited	Term Loan	30.00	12.33	Monthly	-	-	1.10	-	Secured
Nabsamrudhhi Finance Limited	Term Loan	15.00	10.28	Monthly	-	-	1.10	Yes	Secured
Credit Saison	Term Loan	15.00	7.50	Monthly	-	-	1.10	-	Secured
Ambit Finvest Limited	Term Loan	6.50	3.76	Monthly	-	-	1.10	-	Secured
Caspian Impact Limited	Term Loan	10.00	5.00	Monthly	-	-	1.10	-	Secured
Bandhan Bank	Term Loan	15.00	6.00	Monthly	-	10%	1.20	Yes	Secured
Hinduja Leyland Finace Limited	Term Loan	15.00	10.68	Monthly	-	-	1.10	-	Secured
Cholamandalam Investment & Finance Company Ltd.	Term Loan	5.44	2.57	Monthly	-	-	1.10	-	Secured
HDFC Limited	Term Loan	15.00	12.19	Quarterly	-	8%	1.33	-	Secured
Incred Financial Services Ltd.	Term Loan	7.00	4.61	Monthly	-	-	1.10	-	Secured
Utkarsha Small Finance Bank	Term Loan	13.00	8.12	Monthly	-	10%	1.10	Yes	Secured

A.K.Capital Finance Limited	Term Loan	15.00	10.95	Monthly	-	-	1.10	-	Secured
Maanveeya Devlopment & Finance Pvt Ltd	Term Loan	20.00	14.29	Monthly	-	-	1.10	-	Secured
Capri Global Capital Limited	Term Loan	10.00	1.00	Monthly	-	-	1.10	-	Secured
Northern Arc Capital Limited	Term Loan	20.00	13.10	Monthly	-	-	1.10	-	Secured
Mannapuram Finance Ltd	Term Loan	15.00	11.96	Monthly	-	-	1.10	-	Secured
ESAF Small Finance Ltd.	Term Loan	10.00	8.94	Monthly	-	5%	1.10	Yes	Secured
IKF Finance Limited	Term Loan	15.00	12.75	Monthly	-	-	1.10	-	Secured
CSB Bank	OD Facility	10.00	17.86	Bullet	-	-	1.10	Yes	Secured
CSB Bank	OD Facility	10.00	-	Monthly	-	-	1.10	Yes	Secured
Shivalik Small Finance Bank	Term Loan	10.00	7.71	Monthly	-	-	1.10	Yes	Secured
Nabkisan Finance Limited	Term Loan	10.00	8.33	Monthly	-	-	1.10	Yes	Secured
Fincare Small Finance Bank	Term Loan	10.00	7.73	Monthly	-	5%	1.10	-	Secured
STCI Finance Limited	Term Loan	15.00	11.25	Quarterly	-	-	1.10	-	Secured
Ambit Finvest Limited	Term Loan	7.00	5.73	Monthly	-	-	1.10	-	Secured
Credit Saison	Term Loan	15.00	10.00	Monthly	-	-	1.10	-	Secured
Hinduja Leyland Finace Limited	Term Loan	10.00	8.84	Monthly	-	-	1.10	-	Secured
DCB Bank Limited	Term Loan	15.00	14.55	Quarterly	-	-	1.10	Yes	Secured
SIDBI	Term Loan	10.00	9.61	Monthly	-	5%	1.20	Yes	Secured
ICICI Bank	Term Loan	10.00	8.75	Monthly	-	20%	1.25	-	Secured
HDFC Bank	Term Loan	10.00	9.17	Monthly	-	10%	1.25	Yes	Secured
Incred Financial Services Ltd	Term Loan	5.00	4.82	Monthly	-	-	1.10	-	Secured
Northern Arc	Term Loan	20.00	19.62	Monthly	-	-	1.10	-	Secured
Kotak Bank	Term Loan	20.00	18.33	Monthly	-	-	1.25	Yes	Secured
Caspian Impact Limited	Term Loan	12.75	9.03	Monthly	-	-	1.10	-	Secured
Kissandhan Agri Financial Services Private Limited	Term Loan	10.00	10.02	Monthly	-	-	1.10	-	Secured
Utkarsh Small Finance Bank	Term Loan	14.00	14.00	Monthly	-	10%	1.10	Yes	Secured
Shivalik Small Finance Bank	Term Loan	5.00	5.00	Monthly	-	-	1.10	Yes	Secured
ESAF Small Finance Bank	Term Loan	10.00	10.00	Monthly	-	5%	1.10	Yes	Secured

Northern Arc Capital Limited	Term Loan	13.50	13.50	Monthly	-	-	1.10	-	Secured
Yes Bank Limited	Term Loan	20.00	0.73	Bullet	-	123%	-	-	Secured
Total		**777.69**	**482.35**						

(b) **Details of Outstanding Unsecured Loan Facilities:**

Name of Lender	Type of Facility	Amount Sanctioned	Principal Amount Outstanding	Repayment Date / Schedule	Repayment Terms	Security, if Applicable	Credit Rating, if applicable	Asset Classification
NIL								

(c) **Details of Outstanding Non-Convertible Securities in the following format:**

Series of Non-Convertible Securities	ISIN	Tenor/Period of maturity (in months)	Coupon	Amount (In Crores)	Date of allotment	Redemption Date Schedule	Credit Rating	Secured/ Unsecured	Security
Calypso Global Investment Fund	INE615R07018	36	11%	1.8	08.02.2021	07.02.2024	NA	Secured	1.1
Citrus Global Arbritage Fund	INE615R07018	36	11%	1.8	08.02.2021	07.02.2024	NA	Secured	1.1

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

Series of NCS	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (INR Crore)	Date of allotment	Redemption date / schedule	Credit rating	Secured / Unsecured	Security	Other Details viz. Details of IPA, Details of CRA
NIL										

5.18 List of top 10 holders of non-convertible securities in terms of value (in cumulative basis)

Sr. No.	Name of holders of non-convertible securities	Category of Holder	Face Value of Holding	Amount	Holding as a percentage (%) of total outstanding non-convertible securities of the Issuer
1	Calypso Global Investment Fund	SEBI Registered Foreign Portfolio Investors	10,00,000	1,80,00,000	50.00
2	Citrus Global Arbritage Fund	SEBI Registered Foreign Portfolio Investors	10,00,000	1,80,00,000	50.00

5.19 List of top 10 holders of Commercial Paper in terms of value (on cumulative basis):

Sr. No.	Name of holders	Category of Holder	Face Value of Holding	Amount	Holding as a percentage (%) of total commercial paper outstanding of the Issuer

Nil

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

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

5.21 The amount of corporate guarantee or letter of comfort issued by the Issuer along with the 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. (Details of any outstanding borrowing taken / debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing / debt securities have been taken / issued: (i) in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option or not -

The Company has not availed of any borrowings or issued any debt security, which are currently outstanding, which has been taken / issued: (i) for consideration other than cash; or (ii) at a premium or discount; or (iii) in pursuance of an option.

5.22 Where the Issuer is a non-banking finance company or housing finance company, the following disclosures on Asset Liability Management (ALM) shall be provided for the latest audited financials:

A. Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by NBFC

(a) **Lending Policy: Should contain overview of origination, risk management, monitoring and collections:**

- Tru is an innovative sourcing & technology enabled financial services company that aims to provide credit solutions to India's large underbanked and underserved micro small businesses and consumers.

- Targeted Segment:

 Micro enterprises (< 25 lakhs invested in Plant & Machinery) within the MSME segment. Typically, small retail business establishments e.g.: chemists, grocery shops, garment sellers.

 Secured loans (GOLD): 3K-25 lakhs @ average ROI of ~ 19%p.a.

 Unsecured Loans (BL): 1 – 20 lakhs @ average ROI of ~20% p.a.

 Currently operate in 9 states through 108 branches network located in Maharashtra, Gujarat, Rajasthan, Delhi NCR, Madhya Pradesh, Punjab & Goa.

- Enabled with a highly experienced Board and keeping governance as top priority with Chairperson of the Board being the former CMD of a large bank in India, the company aims to provide timely, affordable and sustainable access to the country's almost 500 million unserved borrowers either through its own balance sheet or via a significant distribution tie-up with one of the country's largest pan India distribution platforms.

- High degree of regulatory oversight and transparency, and ability to create an institution with a long-term mind-set and for perpetuity.

(b) **Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc.:**

NIL

(c) **Classification of loans according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.:**

Please refer to paragraph (J) below of this table below.

(d) **Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs or HFCs, from time to time:**

Top 20 borrowers of NBFC by Amount Outstanding										Amt in Lacs
Sr. No.	Name of the Borrower	PAN (if applicable, otherwise NA)	Type of Borrower	Total Sanctioned Loan Amount	Disbursed Loan Amount	Un-disbursed Loan Amount	Total Principal Outstanding Amount	Total Accrued Interest Amount	Status of Account	Amount Outstanding
1	BLOSOOM MARKETING CONSULTANTS PRIVATE LIMITED	AAECB4386P	Corporate	3.56	3.56	-	3.41	0.34	Standard	3.74
2	FASCINO EXPORTS PRIVATE LIMITED	AACCF4238L	Corporate	3.00	3.00	-	3.00	0.01	Standard	3.01
3	Amrit Dhara Projects Pvt Ltd	AAHCD4857D	Corporate	2.98	2.98	-	2.98	0.20	Standard	3.18
4	Duddu Finleas Limited	AAACD2908H	Corporate	2.95	2.95	-	2.95	0.73	Standard	3.68
5	OMSHILPI JEWELS AND GEMS PVT LTD	AABCO5232E	Corporate	2.40	2.40	-	2.40	0.13	Standard	2.53
6	AS CONFINE	AACCA4063E	Corporate	2.25	2.25	-	2.25	0.24	Standard	2.49

	PRIVATE LIMITED									
7	Veena Credit and Holdings Pvt Ltd	AAACB8560D	Corporate	1.95	1.95	-	1.95	0.23	Standard	2.18
8	Radhey Healthcare Pvt Ltd	AAFCR8267G	Corporate	1.90	1.90	-	1.90	0.21	Standard	2.11
9	Kaushik Mehta	AAHPM5414D	Individual	1.78	1.78	-	1.80	0.10	Standard	1.90
10	IELM JV PRIVATE LIMITED	AAECI9021L	Corporate	1.74	1.74	-	1.74	-	Standard	1.74
11	Creation Windtech Pvt Ltd	AAECC3193K	Corporate	1.45	1.45	-	1.45	0.08	Standard	1.53
12	WORLD OF HOSPITALITY LLP	AACFW8909Q	Corporate	2.00	2.00	-	1.41	0.02	Standard	1.43
13	Upsurge Shares & Securities Pvt. Ltd.	AABCU2002J	Corporate	1.25	1.25	-	1.25	-	Standard	1.25
14	Raj Ratan Commodities Pvt Ltd	AAECR0122P	Corporate	1.23	1.23	-	1.23	0.07	Standard	1.30
15	VINAY SILK INDUSTRIES	ACKPD7201Q	Individual	1.35	1.35	-	1.21	0.01	Standard	1.22
16	AVL ELECTRIC VEHICLES PRIVATE LIMITED	AAVCA8569Q	Corporate	1.20	1.20	-	1.17	0.03	Standard	1.20
17	Viqberto Fitness Equiptments Pvt Ltd	AADCV5174A	Corporate	0.93	0.93	-	0.93	0.05	Standard	0.98
18	JAMMU PIGMENTS LIMITED	AABCJ6000H	Corporate	0.90	0.90	-	0.72	0.02	Standard	0.74
19	Techno freight Links P Ltd Director Anjana Kilari	AOMPK5722M	Individual	0.75	0.75	-	0.67	0.01	Standard	0.68
20	Vijay Kothari	ABGPK1966L	Individual	0.75	0.75	-	0.64	0.02	Standard	0.66

(e) **Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations:**

Please refer to paragraph (K) of this table below

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

B. Details of borrowings made by NBFC

(a) **A portfolio summary with regard to industries/ sectors to which borrowings have been made:**

Please refer to paragraph (J) in this table below including sub-paragraph (c) therein.

(b) **NPA exposures of the Issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the Issuer:**

Please refer to paragraph (K) of this table below.

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

As on September 30, 2023 the unsecured borrowings of the Issuer is 0% of total borrowing. - nil

C. Details of change in shareholding

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

No changes in promoters' shareholding beyond the threshold prescribed by the RBI.

D. Disclosure of Assets Under Management

(a) Segment wise breakup:

Please refer to sub-paragraph (c) of paragraph (J) in this table below.

(b) Type of Loans

Please refer to sub-paragraph (a) of paragraph (J) in this table below.

E. Details of borrowers

(a) Geographical location wise

Please refer to sub-paragraph (e) of paragraph (J) in this table below.

F. Details of Gross NPA

(a) Segment wise:

Please refer to sub-paragraph (c) of paragraph (K) in this table below.

G. Details of Assets and Liabilities

(a) Residual maturity profile wise into several bucket:

Please refer to paragraph (L) in this table below.

H. Additional details of loans made by housing finance company

Given that the Issuer is not a housing finance company, this is not applicable.

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

I. Disclosure of latest ALM statements to stock exchange

A. Outflows	1 to 7 Days	8 to 14 Days	15 to 31 Days	1-2 Month	2-3 Month	3 - 6 Month	6 -12 Month	1-3 Year	3-5 Year	>5 Years	Total
Equity and perpetual preference shares capital	-	-	-	-	-	-	-	-	-	2,325.99	2,325.9
Reserves & surplus	-	-	-	-	-	-	-	-	-	20,780.74	20,780.7
Liability Component of Financial Instrument	-	-	-	-	-	-	-	-	-	-	-
Borrowings from Banks/FIs	361.96	212.77	1,592.30	2,332.23	2,700.21	8,915.52	11,960.13	17,746.09	266.83	-	46,088.0
Debt Securities	-	-	-	-	-	359.71	-	-	-	-	359.7
Lease Liability	1.99	1.99	8.80	8.52	8.72	24.84	34.04	13.56	-	-	102.4
Current Liabilities & provisions											-
a) Sundry creditors	37.53	150.13	187.66	-	-	-	-	-	-	-	375.3
b) Expenses payable (Other than interest)	-	-	-	-	-	-	-	-	-	-	-
c) Advance income recd. (receipts from borrowers)	-	-	-	287.07	-	-	-	-	-	-	287.0
d) Interest payable on Loans	92.13	39.87	358.96	505.46	477.89	1,207.65	1,701.42	1,642.51	8.42	-	6,034.3
e) Provisions	3.82	0.49	17.31	66.75	1.91	7.34	24.17	8.30	231.34	117.58	479.0
Deferred Tax Liabilities	-	-	-	-	-	-	-	-	-	-	-
Current tax liabilities (Net)	-	-	-	-	-	-	-	-	-	-	-
Contingent Liabilities/Loan commitments pending disbursal	87.25	-	-	-	-	-	-	-	-	-	87.2
Others	253.26	-	137.60	-	-	-	-	-	-	-	390.8
A. TOTAL OUTFLOWS	837.95	405.25	2,302.64	3,200.02	3,188.73	10,515.07	13,719.77	19,410.46	506.60	23,224.31	77,310.7
B. Cumulative Outflows	837.95	1,243.19	3,545.83	6,745.85	9,934.58	20,449.65	34,169.42	53,579.89	54,086.48	77,310.79	-
C. Inflows											
Cash and cash equivalents	190.76	-	3,946.74	-	-	-	-	-	-	-	4,137.5
Deposit Accounts	241.60	-	12.50	-	37.50	325.71	746.29	1,599.84	195.72	-	3,159.1
Investments	-	5.69	-	-	-	-	-	1,338.75	-	3,190.10	4,534.5
Receivables	-	-	-	1,709.29	1,709.29	-	-	-	-	-	3,418.5
Advances	3,583.79	455.03	421.27	2,140.11	1,791.61	6,883.73	22,673.50	7,787.86	981.34	560.07	47,278.3
Financial Assets - Others	6.46	-	2,997.02	-	-	-	4.50	-	-	211.09	3,219.0
Fixed assets (excluding assets on lease) & Intangible Assets	-	-	-	-	-	-	-	-	-	3,661.62	3,661.6
Deferred Tax Assets (Net)	-	-	-	-	-	-	-	-	-	79.77	79.7
Current Tax Assets (Net)	-	-	-	-	-	-	666.96	-	-	-	666.9
Other Non Financial Assets	-	-	277.81	-	-	-	755.90	-	-	-	1,033.7
Loan committed by other institution pending disbursal	-	-	-	-	-	-	-	-	-	-	-
Interest receivable on Loans	-	-	-	650.10	729.42	1,718.85	2,293.04	1,633.26	169.43	122.80	7,316.9
C. TOTAL INFLOWS	4,022.61	460.72	7,655.35	4,499.50	4,267.82	8,928.29	27,140.18	12,359.71	1,346.49	7,825.44	78,506.1
D. Mismatch (C - A)	3,184.66	55.47	5,352.71	1,299.48	1,079.09	-1,586.78	13,420.41	-7,050.75	839.90	-15,398.87	-
E. Mismatch as % to outflows (D as % to A)	380.1%	13.7%	232.5%	40.6%	33.8%	-15.1%	97.8%	-36.3%	165.8%	-66.3%	
F. Cumulative Mismatch	3,184.66	3,240.13	8,592.84	9,892.32	10,971.41	9,384.63	22,805.04	15,754.29	16,594.18	1,195.32	
G. Cumulative Mismatch as % to Cumulative Outflows (F as % to B)	380.1%	260.6%	242.3%	146.6%	110.4%	45.9%	66.7%	29.4%	30.7%	1.5%	

Note :

This ALM statement includes below off-balance sheet items

a. Interest receivable on loans of INR 73.17 Crores.

b. Interest payable on loans of INR 60.34 Crores.

c. Loan commitments pending disbursal of INR 0.87 Crores.

J. Classification of loans according to

(a) Type of Loans:

Details of types of loans

Sl. No.	Types of loans	Rs. crore
1	Secured	509.72
2	Unsecured	270.57
	Total assets under management (AUM)^^	780.29

**Information required at borrower level (and not by loan account as customer may have multiple loan accounts); ^^Issuer is also required to disclose off balance sheet items;*

(b) Denomination of loans outstanding by loan-to-value:

Details of LTV

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Below 60%	2.1%
2	Between 60% - 65%	1.7%
3	Between 65% - 70%	3.5%

	4	Between 70% - 75%	57.9%
	5	Above 75%	0.1%
		Total	**65.3%**

The Issuer hereby declares that this disclosure is not applicable to the Issuer as loan to value is determined in cases where an NBFC provides a secured loan and the Issuer only provides unsecured loans.

(c) Sector Exposure

Details of sectoral exposure

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
1	**Retail**	
A	Mortgages (home loans and loans against property)	1.1%
B	Gold loans	64.2%
C	Vehicle finance	-
D	MFI	-
E	MSME	34.1%
F	Capital market funding (loans against shares, margin funding)	-
G	Others	0.6%
2	**Wholesale**	
A	Infrastructure	-
B	Real estate (including builder loans)	-
C	Promoter funding	-
D	Any other sector (as applicable)	-
E	Others	-
	Total	**100.0%**

(d) Denomination of loans outstanding by ticket size*:

Details of outstanding loans category wise

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto Rs. 2 lakh	40.4%
2	Rs. 2-5 lakh	21.5%
3	Rs. 5 - 10 lakh	17.1%
4	Rs. 10 - 25 lakh	16.5%
5	Rs. 25 - 50 lakh	1.0%
6	Rs. 50 lakh - 75 lakh	0.2%
7	Rs. 75 lakhs -150 lakhs	1.5%
8	> 150 lakhs	1.9%
	Total	**100.0%**

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

(e) Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	Maharashtra	33.5%
2	Madhya Pradesh	17.0%
3	Delhi	10.1%
4	Goa	9.1%
5	Uttar Pradesh	6.4%
	Total	76.1%

K. Details of loans, overdue and classified as non-performing assets (NPA) in accordance with RBI stipulations

(a) Movement of Gross NPA

Movement of gross NPA*	Rs. crore
Opening gross NPA	12.73
- Additions during the year	5.06
- Reductions during the year	9.02
Closing balance of gross NPA	8.77

**Please indicate the gross NPA recognition policy (Day's Past Due)*

(b) Movement of provisions for NPA

Movement of provisions for NPA	Rs. crore
Opening balance	10.68
- Provisions made during the year	2.95
- Write-off/ write-back of excess provisions	8.35
Closing balance	5.28

(c) Segment wise gross NPA

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	**Retail**	
A	Mortgages (home loans and loans against property)	2.8%
B	Gold loans	3.0%
C	Vehicle finance	0.0%
D	MFI	0.0%
E	MSME	86.1%
F	Capital market funding (loans against shares, margin funding)	0.0%
G	Others	8.1%
2	**Wholesale**	
A	Infrastructure	0.0%
B	Real estate (including builder loans)	0.0%
C	Promoter funding	0.0%
D	Any other sector (as applicable)	0.0%
E	Others	0.0%
	Total	100.0%

L. Residual maturity profile of assets and liabilities (in line with the RBI format):

Residual maturity profile of assets and liabilities

Category	Up to 30 / 31 days	>1 months – 2 months	>2 months – 3 months	>3 months – 6 months	>6 months – 1 year	>1 years – 3 years	>3 years – 5 years	> 5 years	Total
Deposit	-	-	-	-	-	-	-	-	-
Advances	44.60	21.40	17.92	68.84	226.73	77.88	9.81	5.60	472.78
Investments	0.06	-	-	-	-	13.39	-	31.90	45.35
Borrowings	21.67	23.32	27.00	89.16	119.60	177.46	2.67	-	460.88
FCA*	-	-	-	-	-	-	-	-	-

	FCL*	-	-	-	-	-	-	-	-	-

**FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities;*

5.23 Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee or letters of comfort issued by the Issuer, in the past 3 years including the current financial year:

NIL

5.24 The audited financial statements (i.e. Profit & 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 draft offer document or offer document or issue opening date, as applicable. Such financial statements shall be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("ICAI").

The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.

Please refer to **Annexure I** of this General Information Document. for the audited financial statements of the Company as on March 31, 2023, March 31, 2022 and March 31, 2021 along with the unaudited financial statements for the period ended September 30, 2023 and the auditor's report along with the requisite schedules, footnotes, summary etc.

It shall be noted that the audited financial statements have been certified by the statutory auditor who holds a valid certificate issued by the peer review board of the Institute of Chartered Accountants of India.

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

As on date, there is no 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 debt securities / commercial paper. At the time of Issue of any Debentures, in the event there is any such event, the same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

5.26 Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of issue document against the promoter of the Company;

The dues outstanding with respect to, income tax, sales tax, service tax, value added tax, GST, customs duty, excise duty on account of any dispute, are as follows:

Name of the statute	Nature Of dues	Amount in Crores	Period to which the amount relates	Forum where dispute is pending
Income Tax Act, 1961	Income Tax	0.53*	AY 2016-17	Commissioner of Income Tax (Appeals)
Income Tax Act, 1961	Income Tax	0.01	AY 2021-22	Assessing Officer

*Net of Rs.0.13 Crores paid under protest.

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

NIL

5.28 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.

None

5.29 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.

None. Kindly refer to section 10.9 of Part A of SECTION 10 (Form No. PAS-4).

5.30 Details of pending proceedings initiated against the Issuer for economic offences, if any.

None.

5.31 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.

Kindly refer to **Annexure II** (*Related Party Transactions*) of this General Information Document.

5.32 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.

The Issuer hereby confirms that this General Information Document does not include a statement purporting to be made by an expert, which does not fulfil the conditions set out above.

5.33 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
NA	NA	NA	NA

Given that the object of the Issue does not / would not entail granting / providing loan to any entity which is a group company, the aforesaid is not applicable.

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

(a) **A portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs:**

Kindly refer to sub-paragraph (a) of paragraph (B) of the table set out in Section 5.22 of this General Information Document.

(b) **Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs:**

Kindly refer to sub-paragraph (c) of paragraph (B) of the table set out in Section 5.22 of this General Information Document.

(c) **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.**

Kindly refer to paragraph (C) of the table set out in Section 5. 22 of this General Information Document.

5.35 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.

The relevant consents have been procured to the extent applicable and is referred to in the relevant Key Information Document issued / to be issued by the Company for each Issue of Debentures.

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

The Debenture Trustee for each Issue of Debentures shall be specified in the relevant Key Information Document issued to be issued for each Issue by the Company. The consent letter from Debenture Trustee is provided in the relevant Key Information Document issued / to be issued by the Company for each Issue.

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

The same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue of Debentures.

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

The same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue of Debentures.

5.39 Disclosure of Cash flow with date of interest/dividend/ 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: The same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue.

(b) Procedure and time schedule for allotment and issue of securities: The same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue.

(c) Cash flows emanating from the non-convertible securities shall be mentioned in the Disclosure Document(s), by way of an illustration: The same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue.

5.40 Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). The issuer shall specify the stock exchange where the recovery expense fund is being or has been created, as specified by the Board:

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

The Issuer has applied / shall apply for the in-principle approval for the listing of the Debentures from BSE/NSE and the details of the same will be provided in the relevant Key Information Document issued / to be issued by the Company for each Issue. The Issuer shall create the recovery expense fund as per the applicable SEBI regulations with BSE/NSE.

5.41 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.

Not applicable as the non-convertible securities are being listed only on one stock exchange being BSE.

5.42 Other details:

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

As per Section 71 of the Act, any company that intends to issue debentures must create a DRR to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, under the Companies (Issuance of Share Capital and Debentures) Rules, 2014, non-banking financial companies are exempt from this requirement in respect of privately placed debentures. Pursuant to this exemption, the Company does not intend to create any reserve funds for the redemption of the Debentures, unless required by any amendments in the Applicable Laws. In case of such an event, the Company shall do all such acts and deeds as may be required to in respect of creation of DRR. In addition to the above, to the extent required by Applicable Law, the Company shall, in any Financial Year, in respect of any amounts of the non-convertible securities maturing in such Financial Year, invest or deposit amounts up to such thresholds as may be prescribed by Applicable Law and in such form and manner as prescribed therein and within the time periods prescribed therein.

(b) **Issue / instrument specific regulations - relevant details (Companies Act, Reserve Bank of India guidelines etc.):**

Each Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**") and the applicable RBI guidelines.

(c) **Default in payment**: The consequences in relation to the same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue.

(d) **Delay in listing**: Please refer to the column on "*Listing (name of stock Exchange(s) where it will be listed and timeline for listing)*" under Clause 5.48 (*Issue Details*) of this General Information Document and the relevant Key Information Document, setting out the consequences pursuant to any delay in listing of Debentures.

(e) **Delay in allotment of securities**: The consequences in relation to the same shall be specified in the relevant Key Information Document issued / to be issued by the Company for each Issue.

(f) **Issue details**: Please refer to Clause 5.48 (*Issue Details*) of this General Information Document.

(g) **Application process:**

The application process for the Issue is as provided in the relevant Key Information Document issued / to be issued for each Issue by the Company.

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

The disclosures under Form No. PAS-4 of Companies (Prospectus and Allotment of Securities), Rules, 2014 have been set out in Section 10 of this 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**:

Not applicable

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

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

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	The relevant board resolution authorizing the issue of Debentures.
3	The relevant shareholder resolution authorizing the issue of non-convertible debentures by the Company.
4	Copies of Annual Reports of the Company for the last three financial years.
5	Credit rating letter from the Rating Agency.
6	Letter from Debenture Trustee giving its consent to act as Debenture Trustee.
7	Letter for Registrar and Transfer Agent.
8	Certified true copy of the certificate of incorporation of the Company.
9	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL and CDSL.
10	Copy of application made to BSE/NSE for grant of in-principle approval for listing of Debentures.

5.44 Details of Debt Securities Sought to be Issued

Issue of rated, listed, secured / unsecured, redeemable, principal protected or not, market linked or not, non-convertible debentures (including in the form of zero coupon bonds), at par or premium or discount, in multiple series/tranche(s), from time to time, on a private placement basis each having a face value of Rs. 1,00,000/- (Rupees One Lakh) to be issued as per the terms of each Issue with the aggregate issue size for each offer / Issue of debentures to be set out in the relevant Key Information Document issued / to be issued by the Company for each Issue from time to time. The details of each Issue shall be more particularly set out in the relevant Key Information Document issued / to be issued by the Company for each Issue from time to time.

5.45 Issue Size

The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

5.46 Utilization of the Issue Proceeds

The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

5.47 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:

Not applicable

(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:**

Not applicable.

(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 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.

(d) **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.

- Tru is an innovative sourcing & technology enabled financial services company that aims to provide credit solutions to India's large underbanked and underserved micro small businesses and consumers.

- **Targeted Segment:**

  - Micro enterprises (< 25 lakhs invested in Plant & Machinery) within the MSME segment. Typically, small retail business establishments e.g.: chemists, grocery shops, garment sellers.
  - Secured loans (GOLD): 3K-25 lakhs @ average ROI of ~ 19%p.a.
  - Unsecured Loans (BL): 1 – 20 lakhs @ average ROI of ~20% p.a.
  - Currently operate in 9 states through 108 branches network located in Maharashtra, Gujarat, Rajasthan, Delhi NCR, Madhya Pradesh, Punjab & Goa.

- Enabled with a highly experienced Board and keeping governance as top priority with Chairperson of the Board being the former CMD of a large bank in India, the company aims to provide timely, affordable and sustainable access to the country's almost 500 million unserved borrowers either through its own balance sheet or via a significant distribution tie-up with one of the country's largest pan India distribution platforms.

- High degree of regulatory oversight and transparency, and ability to create an institution with a long-term mind-set and for perpetuity.

(e) **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.**

Wilson Holdings Private Limited, promoter of the Company has sold 75,30,903 equity shares of the Company since June 30, 2023 i.e. within six months immediately preceding the date of filing the issue document with the Registrar of Companies.

Further, the Company allotted 6,00,000 equity shares of the Company to Managing Director & Chief Executive Officer of the Company upon exercise of ESOPs since June 30, 2023 i.e. within six months immediately preceding the date of filing the issue document with the Registrar of Companies.

(f) **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.**

Note 44 of the audit report.

(g) **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.**

None.

(h) **The details of the following items in the three years immediately preceding the year of issue of issue document / General Information Document, in the case of the issuer being a company and all of its subsidiaries: (i) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 (18 of 2013) or any previous companies law; (ii) prosecutions filed, if any (whether pending or not); (iii) fines imposed or offences compounded:**

None.

(i) **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:**

Kindly refer to section 10.9 of Part-A of Section 10 (Form No. PAS-4) of this General Information Document.

5.48 Issue Details

Security Name *(Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)*	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Series, if any	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Issuer	TruCap Finance Limited (Formerly Dhanvarsha Finvest Limited)
Type of Instrument	Non-Convertible Debentures as more particularly set out in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Nature of Instrument (Secured or Unsecured)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Seniority (Senior or subordinated)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Mode of Issue	Private placement
Eligible Investors	As provided in S.no 25 of Part A (*Disclosures*) above.
Details of Anchor Investor	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Rating of the Instrument	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Issue Size	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Minimum subscription	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Option to retain oversubscription	The same shall be specified in the relevant Key Information

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(Amount)	Document issued / to be issued for each Issue by the Company.
Objects of the Issue / Purpose for which there is requirement of funds	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company', then the requisite disclosures shall be provided in Section 5.33 of this General Information Document:	Not Applicable
Details of the utilization of the Proceeds	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Coupon Rate	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Step Up/ Step Down Coupon Rate	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Coupon Payment Frequency	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Coupon Payment Dates (cumulative / non-cumulative, in case of dividend)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Coupon Type (Fixed, floating or other structure)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Exercise Date/Coupon Reset Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Day Count Basis (Actual / Actual)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Interest on Application Money	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Default Interest Rate	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Prepayment Penalty	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Delay Penalty	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Tenor	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Principal Payment Date(s)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Redemption Date / Maturity Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

Redemption Amount	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Redemption Premium/ Discount	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Issue Price	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Put Option Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Put Option Price	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Call Option Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Call Option Price	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Face Value	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture
Minimum Application and in multiples of thereafter	The minimum application size for the Issue shall be 10 Debentures and in multiples of 1 Debenture thereafter.
Issue Schedule / Issue Timing	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS
Depositories	NSDL and CDSL
Business Day Convention	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Disclosure of Interest / Dividend / Redemption Dates	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Record Date	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
All covenants of the issue (including side letters, accelerated payment covenants / clause, etc.)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document / Information Memorandum.	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document.	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Due diligence certificate issued by the Debenture Trustee	The due diligence certificate issued by the Debenture Trustee to BSE/NSE in accordance with the Chapter II of SEBI operational circular dated March 31, 2023 (bearing reference no SEBI/HO/DDHS/P/CIR/2023/50) will be annexed in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s), details of security to be created and process of due diligence carried out by the debenture trustee.	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Transaction Documents	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Conditions Precedent to Disbursement	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Conditions Subsequent to Disbursement	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Events of Default (including manner of voting / conditions of joining Inter Creditor Agreement)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Creation of recovery expense fund	The Issuer shall create a recovery expense fund in accordance with the applicable SEBI regulations, including but not limited to the SEBI operational circular dated March 31, 2023 (bearing reference number: SEBI/HO/DDHS/P/CIR/2023/50). The details in relation to the same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Conditions for breach of covenants (as specified in the	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

Debenture Trust Deed)	
Provisions related to Cross Default Clause	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Role and Responsibilities of Debenture Trustee	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Risk factors pertaining to the issue	As mentioned in SECTION 3: of this General Information Document.
Covenants	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Representation and warranties	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Illustration of Bond Cash-flows	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Governing Law and Jurisdiction	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.

Note:

1. 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 events which lead to such change should be disclosed.

2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.

3. The penal interest rates mentioned above as payable by the Issuer are independent of each other.

4. The Issuer shall provide granular disclosures in the relevant Key Information Document issued / to be issued for each Issue by the Company, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

5. While the debt securities are proposed to be secured / will be secured to the tune of atleast 100% (One Hundred Percent) of the principal amount or as per the terms of offer document/ Disclosure Document(s) issued / to be issued for each Issue by the Company, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

In case of listing of debt securities made on private placement, the following disclosures are required to be made vide SEBI Debt Listing Regulations:

(A) **Name of the bank declaring the entity as a Wilful Defaulter**: NIL

(B) **The year in which the entity is declared as a Wilful Defaulter**: NIL

(C) **Outstanding amount when the entity is declared as a Wilful Defaulter**: NIL

(D) **Name of the entity declared as a Wilful Defaulter**: NIL

(E) **Steps taken, if any, for the removal from the list of wilful defaulters**: NIL

(F) **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions**: NIL

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SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 TRANSACTION DOCUMENTS

The list of transaction documents to be be executed in relation to each Issue shall be set out in the relevant Key Information Document issued / to be issued for each Issue by the Company.

7.2 REPRESENTATIONS AND WARRANTIES OF THE ISSUER

Please refer to the relevant Key Information Document issued / to be issued for each Issue by the Company.

7.3 COVENANTS OF THE ISSUER

Please refer to the relevant Key Information Document issued / to be issued for each Issue by the Company.

7.4 EVENTS OF DEFAULT

Please refer to the relevant Key Information Document issued / to be issued for each Issue by the Company.

7.5 CONSEQUENCES OF EVENTS OF DEFAULT

Please refer to the relevant Key Information Document issued / to be issued for each Issue by the Company.

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of the Disclosure Document(s), Application Form and other terms and conditions as may be incorporated in the Transaction Documents. The information and application process in relation to each Issue of Debentures shall be set out in detail under the relevant Key Information Document issued / to be issued by the Company for each Issue.

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SECTION 9: UNDERTAKING

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 the Disclosure Document(s) 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 the Disclosure Document(s) is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in the Disclosure Document(s) is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this issue document / Disclosure Document(s) contains all information with regard to the Issuer and the Issue, that the information contained in the Disclosure Document(s) is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

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

Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' given on page number 14 under section 3 'General Risks'.

The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the Disclosure Document(s). Any covenants later added shall be disclosed on the relevant stock exchange's website where the Debentures are listed.

For **TruCap Finance Limited**

TruCap Finance Limited

Authorised Signatory

Name: Rambabu Yadav
Title: Vice President – Treasury
Date: January 11, 2024

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SECTION 10: FORM NO. PAS-4 - PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

PART – A

FORM NO PAS-4 PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

[Pursuant to Section 42 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014]

10.1 General Information:

(a) **Name, address, website and other contact details of the Company, indicating both registered office and the corporate office:**

Issuer / Company:	TruCap Finance Limited (Formerly Dhanvarsha Finvest Limited)
Registered Office:	3rd Floor, A Wing D.J. House, Old Nagardas Road, Andheri East, Mumbai, Maharashtra, India, 400069
Corporate Office:	3rd Floor, A Wing D.J. House, Old Nagardas Road, Andheri East, Mumbai, Maharashtra, India, 400069
Telephone No.:	022 6845 7200
Website:	www.trucapfinance.com
Fax:	-
Contact Person:	Sonal Sharma, Company Secretary & Compliance Officer
Email:	corpsec@trucapfinance.com

(b) **Date of Incorporation of the Company:**

November 9, 1994

(c) **Business carried on by the Company and its subsidiaries with the details of branches or units, if any;**

TruCap Finance Limited (formerly known as Dhanvarsha Finvest limited) ("Company") is a professionally managed and Board governed organization in the business of financing Micro, Small and Medium enterprises (MSME) headquartered in Mumbai. The Company is registered as a Non-Deposit accepting, Non-Banking Finance Company (NBFC-ND) with the Reserve Bank of India. The Company was incorporated in 1994. In June 2017, through a preferential issue and Open Offer under the SEBI (SAST) Regulation, Wilson Holdings Private Limited ('WHPL') ("Promoter") has acquired the control over the Company. WHPL is promoted by the Mumbai headquartered Wilson Group, which has business interests spread across retail MSME lending, education, philanthropy, FPI advisory services, water and wastewater treatment, agro commodities, and venture capital investing. The equity shares of the Company are listed on the NSE and BSE.

Brief highlights about the Company are listed below:

- Tru is an innovative sourcing & technology enabled financial services company that aims to provide credit solutions to India's large underbanked and underserved micro small businesses and consumers.

- Targeted Segment:
  - Micro enterprises (< 25 lakhs invested in Plant & Machinery) within the MSME segment. Typically, small retail business establishments e.g.: chemists, grocery shops, garment sellers.
  - Secured loans (GOLD): 5K-25 lakhs @ average ROI of ~ 19%p.a.
  - Unsecured Loans (BL): 1 – 20 lakhs @ average ROI of ~20% p.a.
- Enabled with a highly experienced Board and keeping governance as top priority with Chairperson of the Board being the former Chairman and Managing Director of a large bank in India, the company aims to provide timely, affordable and sustainable access to the country's almost 500 million unserved borrowers either through its own balance sheet or via a significant distribution tie-up with one of the country's largest pan India distribution platforms.
- High degree of regulatory oversight and transparency, and ability to create an institution with a long-term mind-set and for perpetuity.
- The Company has recently been re-named to TruCap Finance Limited while maintaining the brand Dhanvarsha for its branch business. The reason for the name change is to achieve alignment of our vision, mission, brand values, brand persona and customer connect/recall value. The brand **Tru** creates a greater perception of our suite of products which has evolved over the last two years especially. The new name would cater to the company's need for enhanced and improved brand connect, loyalty with the evolving preferences of our customers.

MAIN OBJECTS AND BUSINESS OF THE ISSUER

The Company is registered with the Reserve Bank of India as a non-deposit accepting financial company and is into the business of lending and investments.

The main objects of the Company as per its Memorandum of Association of the Company are as below:

(i) To carry on all or any of the business of finance brokers, registrar to the issue and share transfer agent, issue houses or insurance agents / brokers and agents or underwriters, consultants, assessors, valuers surveyors, mortgage brokers and undertaking the provision of hire purchase and credit sale finance and of acting as factors and brokers (provided that nothing contained herein shall enable the Company to carry on the business of banking as defined in the Banking Regulations Act 1949) and to float private mutual fund subject to law compliance.

(ii) To carry on and undertake the business of finance and trading, hire purchase, leasing and to finance lease operation of all kinds, purchase, selling, hiring or letting on hire all kinds of plants and machinery and equipment that the company may think fit and to assist in financing of all and every kind and description of hire purchase or deferred payment or similar transactions and to subsidize finance or assist in subsidizing or financing the sales and maintenance of any goods, articles or commodities of all any every kind and description upon any term whatever and to purchase or otherwise deal in all forms of immovable or movable properties including land and building, plant and machinery, equipment, ships, air crafts, auto mobiles, computers and all consumer, commercial and industrial items and to lease or to

otherwise deal with them in any manner whatever, includes resale thereof regardless whether the property purchase and lease be new and /or used.

(iii) To carry on the business of investment company and to invest in and acquire and hold otherwise deal in shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued and guaranteed by any company constituted or private industrial enterprise carry on business in India or elsewhere and shares, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any government, state, domination, sovereign, public body or authority, Supreme, Municipal, local or otherwise, whether in India or elsewhere.

(iv) To carry on business of Prepaid Payment Instruments (PPIs), offer semi-closed wallet that facilitate purchase of goods and services against the value stored on such instruments.

As on September, 30, 2023, the Issuer has one subsidiary, namely, DFL Technologies Private Limited.

Details of branches with address is as follows:

As on September 30, 2023, the Company operates in 9 states through 122 branches network located in Maharashtra, Gujarat, Rajasthan, Delhi, Haryana, Punjab, Uttar Pradesh, Madhya Pradesh & Goa.

Sr. No	Branch Name	Branch Address
1	LKO - Lucknow	D-217D, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh - 226010
2	MUM - Dombivli	Shop No. 21, PP Chambers, 1st Floor, Opp. KDMC Office, Dombivali-East, Mumbai-421201
3	MUM – Chembur	Shop No.1, Bhojraj Bldg, Next to IIFL, Opp. Akhbarallys, Sion-Trombay Road, Chembur Nakar, Chembur, Mumbai-400071
4	MUM - Thane	Shop No. 18,B-Wing, Devi Darshan CHSL, Bhavani Chowk, Temblinaka, Thane-West, Mumbai-400601
5	Ahmedabad	Office no 301 Hemkoot Complex, B/h Janpath complex, Opp Sanyash Ashram, Ellishbridge, Ahmedabad -380009, Gujarat
6	MUM - Mira Road	Shop No. 107, 1st Floor, Asha Deep Premises, Silver Park, Opp. Vijay Sales, Mira Bhayander Road, Miraroad East, Thane – 401107
7	NOIDA – Bhangel	Bhangel, Main Dadri Road, Opp. Syndicate Bank, Gautam Budh Nagar, Noida – 201301
8	GZB - Ghaziabad	C-28, First Floor, RDC Ghaziabad, UP – 201002
9	FDB - Faridabad	SCF -1, Ashoka Enclave Part 1, Opp. Kanishka Tower, Sector -34, Faridabad – 121003
10	GOA - Ponda	Shop No 7 Sumit Shivam Shopping Complex, Opp Hotel Menino Shantinagar, Ponda, Goa – 403401
11	PUN - Hadapsar	Shop No.209, Hadapsar Building, Vaibhav Chitra Mandir Complex, Solapur Road, Hadapsar, near Canara Bank - Pune Magarpatta, Pune, Maharashtra 411028
12	PUN - Vishrantwadi	A-11, 2nd floor, Kanakdhara Bldg, above Saraswat Bank, Kasturba housing society, Alandi road, Vishrantwadi Pune - 411015.
13	DEL - Dilshad Colony	G-17, Ground Floor, Dilshad Garden, Delhi - 110095
14	DEL - Mayur Vihar	P-11,First Floor,Pandav Nagar, Mayur Vihar 1, New Delhi-110091

15	GOA – Mapusa	Plot no 13/182/3 Citi Scape Commerical Center, Shop no 3, Opp. Old Municipality building, Next to Yes Bank Branch, Mapusa, Bardez Goa – 403507
16	DEL - Kirari Chowk	PLOT NO. K-1287A, KHASRA NO-1287, PREM NAGAR-1,MUBARAKPUR ROAD, MAIN KIRARI CHOWK, NEW DELHI-110086
17	KOP - Kolhapur	Shop no 18 Empire Tower Building Dasara Chowk Opp Tanishq Showroom Kolhapur 416001
18	INDB - Mari Mata Square	149 SIR SIRAMAL, BAFNA MARG, INDORE, Indore, Madhya Pradesh, 452007
19	RN - Ratnagiri	726A-11/1 Neeldeep complex 1st floor Shivaji Nagar Ratnagiri – 415612
20	FDB - NIT BK Chowk	5 R/1 Shop no.1 Ground floor BK Chowk NIT, Faridabad, Haryana 121001
21	PUN - Loni Kalbhor	Shop no.1, 1st Floor, Om Complex, Near Hotel Shivneri Misal, Pune-Solapur Road Highway, Loni Railway station, Loni Kalbhor, Pune – 412201
22	PUN - Chandannagar	S. No. 49/2. Plot No. 33, Shop no. 3 and 4, Off Pune Ahmed Nagar Road, Near Chandan Nagar Bus stop, Chandan Nagar, Pune - 411014
23	JAIPUR	3rd floor,Orbit Mall,Ajmer Road,Madrampura,Opposite Civil Lines,Metro Station,Jaipur-302006
24	MUM - Malad	A/5 Ground Floor, Meenakshi CHSL, Orlem Marve Road,Near Punjab National Bank ,Opp. Saraswat Bank, Malad-West, Mumbai-400064
25	MUM - Vasai	Shop No.105, 1st Floor, Dattatraya Shopping Centre, Opp. Kubera Hotel, Near Railway Station, Vasai-West, Thane-401202
26	BPL - Karondh	1st Floor, 34/13 Pipa Chauraha, Berasiya Road, Karondh, Bhopal, Madhya Pradesh- 462038
27	BPL - Imamigate	1st Floor, Above Canara Bank, Imamigate, Sultania Road, Agrasen Chowk, Huzura, Bhopal, Madhya Pradesh – 462001
28	INDB - Annapurna	3B, Bhavanipur Colony, Above Kotak Mahindra Bank, Annapurna main road, Indore – 452009
29	NK - Nashik	Shop No 3 & 4, Purab – Paschim Plaza, Divya Big Cinemas, Trimurti Chowk, Cidco, Nashik -08
30	BPL - Indrapuri	1st Floor, Above Women's World Shopee,C-Sector, Indrapuri, Bhopal – 462 022
31	BPL - Mandideep	1st Floor, Chughtai Complex, Above IDBI Bank, Near Mandideep Bridge NH-12, Main Road, Vidya Nagar, Mandideep, Bhopal, MP – 462 046
32	INDB - Dewas	Plot no. 4, Agroha Nagar, AB Road, Dewas - 455001.
33	BPL - Kolar	PLOT NO. 48, "A" SECTOR, BANJARI COLONY, KOLAR ROAD, BOHPAL - 462 042.
34	GZB - Pratap Vihar	C 7, Sec 12, Pratap Vihar, Vijay nagar - Ghaziabad- 201 009.
35	Delhi - Palwal	Khasra no 2011. Ground Flr, Nr Goyal Nursing Home, KRISHNA COLONY, NH2 PALWAL 121102
36	Delhi - Tri Nagar	2993 OLD BUS STAND ROAD (MAIN ROAD) TRI NAGER DELHI-110035
37	Bhopal - Raisen	1st Floor, Mukherjee Nagar, Baghel Complex, Above Canara Bank, Raisen Dt., Pin - 464 551
38	Indore - Khandwa	1st Floor, 28 , Akshay Market, Block no. 17, Plot no. 67, Town Hall, Behind Nagar Nigam Office, Khandwa - 450001
39	Bhopal - Vidhisha	Office No. 2, 1st floor premises , Opp. Railway Stand , Market, Vidisha Dt., Pin - 464 001

40	Bhopal - Ganjbasoda	1st Floor, above Reliance Trends Mall, Station Main Rd, Ganj Basoda, Madhya Pradesh 464221
41	Bhopal - Sehore	1st Floor, Sehore building no. 519, Rajdeep Complex, Near Head Post office, Bus S, Sehore, Madhya Pradesh 466001.
42	Delhi - Noida 18	1st floor Office No 102, Vishal Chamber Sec-18,Noida-201301
43	Pune - Bhosari	S.N. 690, SHIVGANGA COMPLEX, NEAR SEVA VIKAS CO OP BANK, BHOSARI – PUNE 411039
44	Goa - Sanquelim	Ground Floor, Shop No. 3&4, Buidling B, Ladji Towers , Gokulwadi, Sanquelim, Goa 403505
45	Delhi - Rani Bagh	WZ-1/,MAHINDRA PARK (RANA PARK CHOWK) RANI BAGH DELHI-110034
46	Indore - Burhanpur	Ground Floor, 62 Rajpura, Near Central Bank of India , Rajpura gate, Burhanpur, MP – 450331
47	Indore - Harda	Ground Floor, Dubey Building, Beside Nehru Park, Gate no. 1, , Maharana Pratap ward, ward no. 19, Behind Priyanka Nursing Home, Harda, MP - 461331
48	Goa - Vasco	Ground Floor, Shop No. 306, Near St. Andrews Church, Vasco Da Gama, Mormugoa – 403802
49	Goa - Margao	First Floor, Office No 1,2,3,4 HEM, Usha Apt, Opp new ERA high school, Margao, 403602
50	Indore - Khirkiya	1st Floor, Above Central Bank India, Ward No. 7, Main Road, Khirkiya, MP – 461441
51	Ujjain	Ground Floor, 37, Amar Singh Marg, Freeganj, Madhav Nagar, Ujjain, Madhya Pradesh 456010
52	Betul	1ST Floor , above Bandhan bank, Ganesh ward, Betul, Madhya Pradesh 460001
53	Delhi - Pooth Kalan	HOUSE NO-25, SHOP NO-2,OPP BRAHM SHAKTI HOSPITAL VILLAGE POOTH KALAN DELHI-110086
54	Bhopal - New Market	1ST Floor, Plot no. 34, TT NAGAR SHOPPING CENTRE, NEW MARKET Main Road, Bhopal - 462003
55	Betul - Chindwara	1ST Floor , above Bandhan and ICICI bank, Parasia Road, Opp-pooja Hotel, Chhindwara, Madhaya Pradesh, Pin-480001.
56	Betul - Multai	Ground Floor, Railway Station Road, Patel Ward No. 2, Multai, Madhya Pradesh 460661
57	Gonda	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), D-17/2, Old No. 7/1, Yamuna Vihar Road, North Gonda, Delhi - 110 053.
58	Anjar	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Ground Floor, Shop No.15, Krishna Complex, Near Manav Hotel, Varshamedi Naka, Anjar, Kutch, Gujarat - 370 110.
59	Katraj	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Kohinoor Arcade, Shop No. 2, Upper Ground Floor, S.no. 70, Santosh Nagar, Katraj, Pune - 411 046.
60	Bhuj	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop no. 3, Jyoti Building, Hospital Road, Opp. N K Hotel, Bhuj, Kutch, Gujarat - 370 001.
61	Mandvi	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No.5, Dwija Arcade, Opp. HDFC Bank, Layja Road, Mandvi, Kutch, Gujarat - 370 465.
62	Dange Chowk	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Office No 6, 2nd Floor, Nr. Sai Jyoti Hospital, Arun Plaza, Yashoda Colony, Dange Chowk, PCMC, Pune - 411 033.

63	Chakan	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Upper Ground Floor, Shraddha Complex, Opp. IDBI Bank, Chakan Talegaon Road, Chakan, Pune - 410 501.
64	Warje	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), S.N. 138/2A/7/3, BK House, 1st Floor, NDA Road, Near Awale Petrol Pump, Warje Malwadi, Pune – 411 058.
65	Miraj	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No.2, Upper Ground Floor, Donage Spaces, Shivshankar Talkies Compound, Shivaji Road, Miraj, Maharashtra - 416 410.
66	Nashik Road-Prtaik Arcade	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No. 6, 1st Floor, Pratik Arcade, Opp. Vidyut Bhavan, Nashik - 422 101.
67	Mundra	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Office no.6, Neminath Complex, C-Wing, New Mundra, Mundra, Kutch - 370 421.
68	Gandhidham	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop No.9 FF, Aum Owners Association, Plot no. 336, 337 & 343, Ward No. 12-B, Gandhidham, Kutch - 370 201.
69	Sangli	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), 1st Floor, 470, Vishnu Complex, Near Ram Mandir, Civil Hospital Road, Sangli - 416 416.
70	Ichal Karanji	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), Shop 10, Up Ground Floor, Near InduSind Bank, Hira Tower, Plot No. 12/463, Shahu Corner,Janta Chowk, Ichal Karanji – 416 115.
71	Delhi Branch	804, Padma Tower 1, Rajendra Place New Delhi 110008
72	Bicholim	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), #13, Ground Floor, Sonar Peth, Bicholim, North Goa, Goa- 403 504.
73	Solapur	TruCap Finance Ltd. (formerly known as Dhanvarsha Finvest Ltd.), 1st Floor, Plot No. 5, Saraswati Heights, Narsinha Nagar, Opp. D-Mart, Jule Solapur Road, Solapur - 413 004.
74	Kothariya	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Shop No. 5 & 6, Shree Ram Complex, Opposite Dewpara Vegetable Market, Kothariya Main Road, Rajkot, Kothariya - 360 002.
75	Valpoi	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, 158/Ward No. 10, Near State Bank Of India, Valpoi, Sattari, Goa - 403 506.
76	Ludhiana	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), B-1461/1, Ram Sharnam Chowk, Hambra Road, Ludhiana, Punjab - 141 001.
77	Jalandhar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), NA – 411, Ground Floor, Santokhpura, Old Hoshiarpur Road, Jalandhar, Punjab: - 144 004.
78	Bolegaon	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Vaishnavi Height , Nagar Manmad Road, Bolegaon Phata, Nagapur M, Ahmed Nagar - 414 111.
79	Gondal	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Shree Maruti Complex, Above HDFC Bank, Opp. Circuit House, Gondal - 360 311.
80	Pundlik Nagar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, N4, Pundlik Nagar, Aurangabad – 431 005.
81	Ashram Road	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited),Shop no. 1, Sunlight Plaza, First Floor, Balak Hanuman Chowk, Pedak Road, Ashram road, Rajkot - 360 003.

82	Firozpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Golden Tower 1, Agarsain Chowk, Above Bandhan Bank, Mall Road, Firozpur City, Punjab - 152 001.
83	Naliya	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground floor, Shop no 5, Naliya Dada Complex -2, Near SBI Bank, Naliya, Kutch, Gujarat - 370 655.
84	CIDCO	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, N7, K-65, Bajrang Chowk, Cidco, Aurangabad - 431 003.
85	Hoshiarpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited),House no-B-17/826, Sutehri Road, Hoshiarpur, Punjab - 146 001.
86	Kurukshetra	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Gumbar Complex, Opp. H.P. Petrol Pump, Pipli Kurukshetra, Haryana - 136 131.
87	Laxmangarh	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Setho Ka Bazar, Laxmangarh, Sikar, Rajasthan - 332 311.
88	Sikar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, Yash Tower, Bajaj Road, Near Tapadiya Bagichi, Sikar, Rajasthan - 332 001.
89	Sirhind	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Jassar Complex, Jyoti Swaroop Chowk, Fatehgarh Sahib, Sirhind, Punjab - 140 406.
90	Nawalgarh	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, Opp. Roadways Bus Stand, Nawalgarh, Rajasthan - 333 042.
91	Khamano	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), SCF 26, Grain Market, Khamano Distt. Fatehgarh Sahib, Punjab -141 801.
92	Curchoremm-Sanvordem	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), E 110, JMD Pundalik Arcade, Upper Ground Floor, Behind ICICI Bank, Curchoremm(Sanvordem), Goa - 403 706.
93	Baramati	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, Frontier Automotives, Marwad Peth, Baramati, Pune, Maharashtra - 413 102.
94	Fatehpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 1st Floor, Shiv Shakti Complex, Bawari Gate, Near Private Bus Stand, Fatehpur, Rajasthan - 332 301.
95	Jaipur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Shop No. 15 & 16, Pratap Nagar, Murlipura, Jaipur, Rajasthan - 302 039.
96	Jhunjhunu	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), 12 & 13, 1st Floor, Monu Complex, Station Road, Jhunjhunu, Rajasthan - 333 001.
97	Solapur-Raviwar Peth	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Ground Floor, 1284, Bhadravati Raviwar Peth, Akkalkoat Road, Solapur, Maharashtra - 413 002.
98	Jamnagar	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Nikamal Society Street-6, Opp. Ghediya Tailor, Khodiiyar Colony, Amar, Jamnagar, Gujarat – 361 006.
99	Pathankot	1st floor, Above State Bank of India, Sailai Road, Pathankot, Punjab 145001

100	Jodhpur	TruCap Finance Limited (formerly known as Dhanvarsha Finvest Limited), Shop No. 11, 1st Floor, Manji Ka Hatha, Main Mandore Road, Jodhpur, Rajasthan - 342 006.
101	Panipat	Shop No.5 Old Sabzi Mandi, Sanoli Road,Panipat, Haryana-132103
102	Surendranagar	Shop No.108,1st Floor,City Centre,Bus Stand Road,Opp.Arts&Science College,Surendranagar,Gujarat-363002
103	Bhatinda	Near Zila Parishad, Hanuman Murti Chowk,Bathinda-151005
104	Karnal	SCO8 , FIRST FLOOR ANAND MARKET , BUTA SINGH COLONY, MEERA GHATI CHOWK , KARNAL. 132001 KARNAL Haryana India
105	Sojat	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Geloth Complex, Waterworks Road, Above Siyaram Steel, Sojat, Rajasthan - 306 104.
106	Ambala	TruCap Finance Limited(Dhanvarsha Gold Loan), 6275/34/1, First Floor, Nicalson Road, Ambala, Cantt, Haryana - 133 001.
107	Junagarh	TruCap Finance Limited(Dhanvarsha Gold Loan), Shop No. 6 to 9, First Floor, Mari Gold - 1, Opposite Rayjibaug, Junagarh, Gujarat - 362 001.
108	Sumerpur	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, G 10-11, Ganesham Complex, Sumerpur, Rajasthan - 306 902.
109	Abohar	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Meva Market Complex, Circular Road, Street No. 3, Abohar, Punjab - 152 116.
110	Zira	TruCap Finance Limited(Dhanvarsha Gold Loan), C/O Malkit Singh, Talwandi Road, Near Clock Tower, Zira, Distt. Firozpur - 142 047.
111	Jalna	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Devgiri Sankul, Gandhi Chaman, Old Jalna, Jalna – 431 203.
112	Balotra	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Above ICICI Bank Ltd, Khed Road, Near Sant Shri Haridas Eye Hospital, Balotra, Rajasthan - 344 022.
113	Sirohi	TruCap Finance Limited(Dhanvarsha Gold Loan), Plot no 6,7, Dr. Sampoornand Colony, Near Sanjivani Hospital, Mahakal Nagar, Sirohi, Rajasthan - 307 001.
114	Shrimadhopur	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Station Road, Shrimadhopur, Rajasthan - 332 715.
115	Satara-Radhika Road	TruCap Finance Limited(Dhanvarsha Gold Loan), Plot no. 3, Ground Floor, New Radhika Road,Karmveer Housing Society, OPP. Police Station,Satara, Maharashtra – 415 002.
116	Madhapar	TruCap Finance Limited(Dhanvarsha Gold Loan), Plot no 27, Neelkanth Arcade, GF Shop no.7, Madhapar, Bhuj, Kutch, Gujarat - 370 020.
117	Churu	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Ward No. 10, Nai Sarak, Naya Bass, Churu, Rajasthan - 331 001.
118	Latur	TruCap Finance Limited(Dhanvarsha Gold Loan), 1st Floor, Above I Palace, Ausa Road, In front of Muthoot Finance Office, Between ICICI And IDBI Bank, Latur, Maharashtra- 413 512.
119	Nagaur	TruCap Finance Limited(Dhanvarsha Gold Loan), Ground Floor, Aashirwad Tower, Opp. Roadways Bus Stand, Valabh Chowk, Nagaur, Rajasthan - 341 001.
120	Tuljapur	TruCap Finance Limited(Dhanvarsha Gold Loan), Shop No. 1, Lower Ground, Saguna Vyapari Sankul, Naldurg Road, Near HDFC Bank, Tuljapur, Maharashtra - 413 601.
121	CWA - Chhindwara	TruCap Finance Limited(Dhanvarsha Gold Loan), 1ST Floor , above Bandhan bank, Parasia Road, Opp-pooja Hotel, Chhindwara, Madhaya Pradesh, Pin-480001.

122	ANG - Ahmed Nagar	TruCap Finance Limited(Dhanvarsha Gold Loan), Vaishnavi Height , Ground Floor, Nagar Manmad Road, Bolegaon Phata, Nagapur M Ahmednagar- 414111

(d) **Brief particulars of the management of the Company:**

Name	Designation	Experience
Mr. Rakesh Sethi	Chairperson & Independent Director	Mr. Rakesh Sethi is a Gold Medalist in Master of Commerce from the Osmania University, Hyderabad. He has been a career banker and has held several top positions during his 38 years of experience in banking industry. Some of his accomplishments include being the Executive Director with Punjab National Bank ("PNB") from January 1, 2011, to March 11, 2014 (appointment by the Government of India), Chairman and Managing Director of Allahabad Bank from March 12, 2014 to April 30, 2017, and in various capacities in Andhra Bank. He is a veteran banker and has worked in various segments in banking industry including but not limited to Corporate Banking, Foreign Exchange, Credit, Risk Management, Deposit Planning, Corporate Communications, Government Business etc.
Mr. Nirmal Vinod Momaya	Independent Director	Mr. Nirmal Vinod Momaya, possess over 27 years of professional experience in finance, taxation, audit and management consultancy. He holds a bachelor's degree in Commerce and is a Chartered Accountant. He has been recently appointed as Managing Director in Camlin Fine Sciences Limited.
Mr. Krishipal Raghuvanshi	Independent Director	Mr. Raghuvanshi is a IPS officer (1980 batch) and has held a wide array of important and sensitive postings in the state of Maharashtra. He has varied experience over 35 years in leadership roles across Administration, Collection of Intelligence Investigations, Security Management (Valued Assets, General & VIP), Prevention & Detection of Crime, Vigilance, Anti-Corruption, Maintenance of Law and Order, Counter Terrorism measures and Anti Naxal Operations etc. He has previously served as Additional Director General of Police (Law & Order), Maharashtra. He is currently acts as a Strategic Security Advisor to the Reserve Bank of India. He is currently acting as Security Adviser at Hindustan Petroleum Corporation Limited and also advising Rajasthan Royals on ethics and is on the governing council of Rajasthan Royals of Indian Premier League (IPL).
Ms. Abha Kapoor	Independent Director	Ms. Abha Kapoor contributes actively to building companies and enhancing their governance. Today, as an Independent Director on multiple Boards, Ms. Kapoor adds perspectives to business building and brings "responsible" capitalism to the Boardroom. Her contributions have seen traction in strengthening both business and governance. Earlier, Ms. Kapoor established, as a Founding Partner, K&J Search, a specialist Media and Entertainment talent firm. K&J established itself as a leader, partnering with the Media Sectors growth from its early days, onboarding talent across global and Indian satellite brands, music labels, production houses, film

		studios, radio, digital/mobile companies, and multinational advertising agencies. The firm also took on numerous CXO-level mandates across the FMCG and Telecom sectors, garnering an impressive client list. It has been extremely gratifying for Ms. Kapoor to be at the forefront of the Media and Entertainment space and significantly contribute to the rapid expansion of India's M&E sector in the last few decades. Ms. Kapoor's "eye for talent" drove the aggressive growth trajectory of many new startups in the Sector, and Founders relied on Abha for building their teams and establishing their brands. An avid reader and a practicing Buddhist, Ms. Kapoor interestedly pursues the study of "personal growth" and the evolution of a "responsible" self.
Ms. Geetu Gidwani Verma	Independent Director	Ms. Geetu Gidwani Verma is a global business leader & innovator driven by the urgency to build businesses with purpose that have a lasting impact on the health of the world. A seasoned leader, she has over 30 years' experience in the FMCG sector with Procter & Gamble, Pernod Ricard, Pepsico and Unilever. After her last 10 years in Unilever, Ms. Verma is now a global management consultant, focused on helping businesses with innovation, strategy & new business models to create sustainable growth. She partners Oxfordsm, a BCorp and a global strategic and marketing consultancy headquartered in the UK. Ms. Geetu Verma has been recognized as among the most powerful women in Indian business by Business Today and ranked among the top 10 most influential marketers, several years in a row. She in an immensely respected FMCG industry voice, an ardent advocate on authentic leadership and a strong proponent of an inclusive culture that helps diversity thrive. She actively supports causes related to underprivileged children's health care and education.
Mr. Rajiv Kapoor	Non-Executive Non-Independent Director	Mr. Kapoor holds a Post Graduate Diploma in Management from the Indian Institute of Management Calcutta, and a Bachelor of Technology in Chemical Engineering from the Indian Institute of Technology, New Delhi. He has over 38 years of international corporate experience in senior positions in Marketing, Sales, Product Management, General Management and Corporate Advisory. His last corporate role was as Senior Vice President, Marketing and Cross Border for Asia Pacific at Visa Inc. Prior to that he worked at Proctor & Gamble, Nestle, PepsiCo, across multiple geographies including India, Switzerland, Australia, Singapore, United Kingdom, with oversight for international markets in Asia Pacific, Middle East, Eastern Europe, Russia and Africa. He is currently an Advisor and Board Member in fintech, healthtech and market research & data analytics companies.
Mr. Atwood Porter Collins	Non-Executive Non-Independent Director	Mr. Atwood Porter Collins has over 22 years' experience investing in global financial services companies with over 15 years of investing experience in India. He was Co-founder and Portfolio Manager of Seawolf Capital LLC, an equity hedge fund investing in global financial services companies based in New York City from 2011-2018. Prior to co-founding Seawolf Capital, Mr. Collins was a Partner of the FrontPoint Financial Services Fund where he was featured

		in the Michael Lewis book and the movie 'The Big Short' for accurately predicting the Global Financial Crisis of 2008. Winning substantial critical acclaim for foreseeing excess leverage in the US financial system well before 2008, Mr. Collins and his team made several presentations to US Government offices on resurrecting the economy post the crisis. Prior to joining FrontPoint in 2004, Mr. Collins was a Financial Services Analyst and a Retail/ Consumer Analyst at Chilton Investment Co., Inc and also served as a Portfolio Analyst at Goldman Sachs & Co. Commodities Corporation. Mr. Collins is on the Board of the Emily Hall Tremaine Foundation, the Investment Committee of Salisbury School, the Board of Directors of the National Rowing Foundation and the Board of Stewards of Power Ten New York, Inc., and is a Steward of the Brown Rowing Association.
Mrs. Rushina Mehta	Non-Executive Non-Independent Director	Mrs. Rushina Mehta has graduated from University of Mumbai with specialization in financial accounting and auditing. She further completed her MA Inclusion (Special Educational Needs) from University of Birmingham. Mrs. Rushina Mehta is an entrepreneur and a Director in NRAM Regent Private Limited.
Mr. Rohanjeet Singh Juneja	Managing Director & CEO	Mr. Rohanjeet Singh Juneja is an investment banker and hedge fund manager with over 17 years of experience in research, strategy, portfolio management, financial analysis, mergers and acquisitions etc. He started his career as Equity Research Associate with Keefe Bruyette & Woods and was elevated to the position of Assistant Vice President. He worked with FrontPoint Partners, L.P. as Financial Analyst and Vice President where he extensively worked on analysis, research and investment in financial services and real estate companies in India and USA. Post FrontPoint Partners, he was associated with Seawolf Capital LLC as Vice President, responsible for investing and managing a portfolio of listed equities within financial services companies in India and USA. He also worked on companies in similar sectors located in Australia, Brazil and Canada.

(e) **Name, addresses, DIN and occupations of the directors**:

S. No	Name of the Director	Designation	DIN	Address	Occupation
1.	Mr. Rakesh Sethi	Chairperson, Independent Director	02420709	Villa No.2 Dantu Street, 10/22, S.No. 103/A, behind Babukhan Arena, Kokapet, Hyderabad, Telangana – 500075	Retired Banker
2	Mr. Nirmal Vinod Momaya	Independent Director	01641934	Horizon View, Flat no. 5, Gen J Bhosle Marg, Nariman Point Mumbai 400021	Service
3	Mr. Krishipal Raghuvanshi	Independent Director	07529826	Flat No-2202, Leona, Rohdas Complex, Hiranandani Estate Thane, Sandozbaugh Thane – 400607	Retired ATS Officer

4	Ms. Abha Kapoor	Independent Director	01277168	501, Sunkist Building, 1st Road, TPS 4, Near Almeida Park, Bandra west, Mumbai - 400050, Maharashtra,	Business
5	Ms. Geetu Gidwani Verma	Independent Director	00696047	A-72, Belvedere Towers, DLF Phase 2, Nathupur, Gurgaon, Haryana – 122002,	Service
6	Mr. Rajiv Kapoor	Non-Executive Non-Independent Director	08204049	341, Bukit Timah Road, #05-01 Honolulu Tower, Singapore - 259719	Service
7	Mr. Atwood Porter Collins	Non-Executive Non-Independent Director	09239511	15, Juniper Road, Darien Connecticut, 06820 5707	Business
8	Mrs. Rushina Mehta	Non-Executive Non-Independent Director	01042204	B-21 Paritosh, V.L. Mehta Road, Kapol Society, J.V.P.D. Scheme, Mumbai - 400 049	Business
9	Mr. Rohanjeet Singh Juneja	Managing Director & Chief Executive Officer	08342094	274, Kalpak Crest, Carter Road, Bandra (West) Mumbai - 400 050	Service

10.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of this General Information Document.

10.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of this General Information Document.

10.4 Details of defaults, if any, including the amounts involved, duration of default, and present status, in repayment of:

(i) Statutory Dues: NIL
(ii) Debentures and interest thereon: NIL
(iii) Deposits and interest thereon: NIL
(iv) Loan from any bank or financial institution and interest thereon: NIL

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

(i) Name: Sonal Sharma
(ii) Designation: Company Secretary & Compliance Officer
(iii) Address: 3rd Floor, A Win, D.J. House, Old Nagardas Road, Andheri East, Mumbai – 400 069
(iv) Phone No.: 022 68457200
(v) Email: Corpsec@Trucapfinance.Com

10.6 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder:

NIL

10.7 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	Please refer to **Annxure I** below.
Date of passing of Board Resolution	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Date of passing of resolution in [annual / extra-ordinary general meeting], authorizing the offer of securities	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Price at which the security is being offered, including premium if any, along with justification of the price	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Relevant date with reference to which the price has been arrived at [Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held]	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
The class or classes of persons to whom the allotment is proposed to be made	Please refer to the list of Eligible Investors as specified in this General Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the	Not applicable.

<table>
<tr><td>offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]</td><td></td></tr>
<tr><td>The proposed time within which the allotment shall be completed</td><td>The proposed time within which the allotment shall be completed shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]</td><td>Not applicable.</td></tr>
<tr><td>The change in control, if any, in the company that would occur consequent to the private placement</td><td>No change in control would occur consequent to this private placement.</td></tr>
<tr><td>The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price</td><td>NIL</td></tr>
<tr><td>The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer</td><td>Not Applicable</td></tr>
<tr><td>Amount, which the Company intends to raise by way of proposed offer of securities</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Terms of raising of securities:</td><td><table>
<tr><td>Duration, if applicable:</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Rate of Interest or Coupon:</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Mode of Payment</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
<tr><td>Mode of Repayment</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
</table></td></tr>
<tr><td>Proposed time schedule for which the Issue/Offer Letter is valid</td><td>The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.</td></tr>
</table>

Purpose and objects of the Issue/Offer	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	N.A.
Principal terms of assets charged as security, if applicable	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	NIL

The pre-issue and post-issue shareholding pattern of the Company in the following format:

S. No.	Category	Pre-Issue		Post-Issue	
		No. of Equity Shares held	% of share holding	No. of Equity Shares held	% of share holding
A.	**Promoter's holding**				
1	**Indian**				
	Individual (Including partly paid-up shares)	22,46,180	1.93	22,46,180	1.93
	Bodies Corporate	5,67,98,697	48.84	5,67,98,697	48.84
	Sub Total	**5,90,44,877**	**50.77**	**5,90,44,877**	**50.77**
2	**Foreign Promoter**	**0**	0	**0**	0
	Subtotal (A)	**5,90,44,877**	**50.77**	**5,90,44,877**	**50.77**
B.	**Non-Promoter's holding**				
1	**Institutional Investors**	94,56,767	8.13	9456767	8.13
2	**Non- Institution Investors**				
	Private Bodies Corporate (Including Foreign Bodies)	1,58,95,503	13.67	1,58,95,503	13.67
	Directors and Relatives	27,01,421	2.32	27,01,421	2.32
	Indian Public	2,80,16,430	24.09	2,80,16,430	24.09
	Others (Including NRIs)	11,84,373	1.02	11,84,373	1.02
	Subtotal (B)	**5,72,54,494**	**49.23**	**5,72,54,494**	**49.23**
	Grand Total (A) + (B)	**11,62,99,371**	**100.00**	**11,62,99,371**	**100.00**

10.8 Mode of payment for subscription (Cheque/ Demand Draft/ other banking channels):
Other banking channels – RTGS/NEFT.

10.9 Disclosure with regard to interest of directors, litigation, etc:

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

Name of the Director	Nature of Transaction	Sept 30, 2023	March 31, 2023	March 31, 2022	March 31, 2021
Mr. Karan Neale Desai	Remuneration	-	0.22	0.67	0.53
Mr. Rohanjeet Singh Juneja	Remuneration	0.8	1.41	0.65	0.53
Mr. Ashish Sharad Dalal	Sitting fees and commission	-	-	-	0.07
Mr. Nirmal Vinod Momaya	Sitting fees and commission	0.04	0.07	0.12	0.11
Mr. Krishipal Tarachand Raghuvanshi	Sitting fees and commission	0.05	0.11	0.09	0.11
Mrs. Manjari Kacker	Sitting fees and commission	-	-	0.07	0.13
Mr. Rakesh Inderjeet Sethi	Sitting fees and commission	0.05	0.11	0.1	0.1

Mr. Rajiv Kapoor	Sitting fees and commission	0.06	0.11	0.11	0.11	
Mrs. Minaxi Kishore Mehta	Sitting fees and commission	-	0.01	0.08	-	
Mr. Atwood Porter Collins	Sitting fees and commission	0.02	0.04	0.05	-	
Ms.Abha Kapoor	Sitting fees and commission	0.04	0.1	0.01	-	
Ms. Rushina Mehta	Sitting fees and commission	0.01	0.05	-	-	
Ms. Geetu Verma	Sitting fees and commission	0.03	0.04	-	-	

Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this Offer Letter including with regard to loans made or, guarantees given or securities provided

Kindly refer to **Annexure II** (*Related Party Transactions*) below.

Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this Offer Letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark

During the year ended March 31, 2018, the below was the qualification raised by the Auditors:

"We have not been able to obtain appropriate audit evidence with regard to certain Loan Assets, qualified herein above (included under Long term loans and advances) and its movement during the year and hence we are unable to comment on its consequential impact on the financial statement.

(Amount in Rs.)

Balance as on April 1, 2017	Given during the year 2017-18	Repaid/Settled/Assigned during the year 2017-2018	Balance as on March 31, 2018
6,31,89,395	3,13,30,561	9,07,93,920	37,26,036

Further, with respect to these loan assets, we are also unable to comment on compliance with the prudential norms for NBFC in respect of income recognition, asset classification, provisioning, disclosure and its consequential impact in the Financial Statements."

Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any

NIL

previous company law in the last 3 (three) years immediately preceding the year of circulation of the Offer Letter in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this Offer Letter and if so, section-wise details thereof for the Company and all of its subsidiaries	
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	NIL

10.10 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Size of the Present Offer	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Paid-up Capital: **a. After the offer:** **b. After the conversion of Convertible Instruments (if applicable)**	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Share Premium Account: **a. Before the offer:** **b. After the offer:**	The same shall be specified in the relevant Key Information Document issued / to be issued for each Issue by the Company.
Details of the existing share capital of the Issuer including details of allotments made by the Company in the last one year prior to the date of this Offer Letter for consideration other than cash and details of the consideration in each case:	

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

Date of allotment	No. of Equity shares	Face Value in INR)	Issue price (in INR)	Premium	Consideration (Cash, other than cash etc.)	Nature of Allotment	Cumulative			Remarks
							No. of equity shares	Equity Share Capital (in INR)	Equity Share Premium (in INR)	
03-04-2020	38,76,000	2	12.9	10.9	Cash	Preferential Issue - Conversion of Warrants	7,14,14,780	14,28,29,560	4,22,48,400	Nil
15-06-2020	8,075	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,14,22,855	14,28,45,710	32,300	Nil
15-06-2020	41,355	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,14,64,210	14,29,28,420	1,65,420	Nil
15-06-2020	96,930	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,15,61,140	14,31,22,280	3,87,720	Nil
31-07-2020	50,000	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,16,11,140	14,32,22,280	2,00,000	Nil
31-07-2020	36,140	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	7,16,47,280	14,32,94,560	2,89,120	Nil
22-08-2020	42,905	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,16,90,185	14,33,80,370	1,71,620	Nil
03-11-2020	46,27,130	2	22.26	20.26		Conversion of loan	7,63,17,315	5,26,34,630	9,37,45,654	Nil
11-11-2020	13,085	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,63,30,400	15,26,60,800	52,340	Nil
11-11-2020	1,31,745	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	7,64,62,145	15,29,24,290	5,26,980	Nil
07-05-2021	1,49,830	2	6	4		Equity Shares allloted pursuant	7,66,11,975	15,32,23,950	5,99,320	Nil

					to exercise of ESOPs				
07-05-2021	2,585	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	7,66,14,560	15,32,29,120	20,680	Nil
10-06-2021	50,000	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	7,66,64,560	15,33,29,120	4,00,000	Nil
01-11-2021	22,280	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	7,66,86,840	15,33,73,680	1,78,240	Nil
01-11-2021	47,500	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,67,34,340	15,34,68,680	1,90,000	Nil
01-11-2021	18,146	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	7,67,52,486	15,35,04,972	1,45,168	Nil
01-11-2021	10,590	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,67,63,076	15,35,26,152	42,360	Nil
01-11-2021	7,793	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,67,70,869	15,35,41,71	31,172	Nil
01-11-2021	67,500	2	14	12	Equity Shares allloted pursuant to exercise of ESOPs	7,68,38,369	15,36,76,738	8,10,000	Nil
06-12-2021	8,98,470	2	22.26	20.26	Preferential Issue - Conversion of warrants	7,77,36,839	15,54,73,678	1,82,03,002	Nil
14-02-2022	4,755	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,77,41,594	15,54,83,188	19,020	Nil
14-02-2022	30,000	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,77,71,594	15,55,43,188	1,20,000	Nil

14-02-2022	11,256	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,77,82,850	15,55,65,700	45,024	Nil
14-02-2022	5,172	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	7,77,88,022	15,55,76,044	41,376	Nil
14-02-2022	7,677	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,77,95,699	15,55,91,398	30,708	Nil
14-02-2022	25,590	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,78,21,289	15,56,42,578	1,02,360	Nil
14-02-2022	12,095	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	7,78,33,384	15,56,66,768	48,380	Nil
28-02-2022	50,000	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	7,78,83,384	15,57,66,768	4,00,000	Nil
22-03-2022	1,09,55,555	2	22.26	20.26	Preferential Issue - Conversion of Compulsorily Convertible Debentures	8,88,38,939	17,76,77,878	22,19,59,544	Nil
20-04-2022	13,00,989	2	22.26	20.26	Preferential Issue - Conversion of convertible warrants	9,01,39,928	18,02,79,856	2,63,58,037	Nil
28-04-2022	2,18,750	2	80	78	Preferential Issue - Conversion of Compulsorily Convertible Debentures	9,03,58,678	18,07,17,356	1,70,62,500	Nil
02-05-2022	1,55,49,380	2	22.26	20.26	Preferential Issue - conversion of Compulsorily Convertible Debentures and	10,59,08,058	21,18,16,116	31,50,30,439	Nil

					convertible warrants				
09-05-2022	9,83,230	2	132	130	Preferential Issue	10,68,91,288	21,37,82,576	12,78,19,900	Nil
12-07-2022	98,000	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,69,89,288	21,39,78,576	3,92,000	Nil
12-07-2022	28,000	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,70,17,288	21,40,34,576	1,12,000	Nil
12-07-2022	2,00,000	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	10,72,17,288	21,44,34,576	16,00,000	Nil
12-07-2022	5,000	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	10,72,22,288	21,44,44,576	40,000	Nil
12-07-2022	7,758	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	10,72,30,046	21,44,60,092	62,064	Nil
12-07-2022	1,08,419	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	10,73,38,465	21,46,76,930	8,67,352	Nil
12-07-2022	7,677	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,73,46,142	21,46,92,284	30,708	Nil
12-07-2022	4,632	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,73,50,774	21,47,01,548	18,528	Nil
12-07-2022	5,100	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,73,55,874	21,47,11,748	20,400	Nil
12-07-2022	10,000	2	6	4	Equity Shares allloted pursuant to	10,73,65,874	21,47,31,748	40,000	Nil

					exercise of ESOPs				
12-07-2022	3,819	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,73,69,693	21,47,39,386	15,276	Nil
12-07-2022	2,472	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,73,72,165	21,47,44,330	9,888	Nil
12-07-2022	8,374	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,73,80,539	21,47,61,078	33,496	Nil
12-07-2022	2,87,500	2	80	78	Preferential Issue - Conversion of Compulsorily Convertible Debentures	10,76,68,039	21,53,36,078	2,24,25,000	Nil
21-07-2022	1,06,250	2	80	78	Preferential Issue - Conversion of Compulsorily Convertible Debentures	10,77,74,289	21,55,48,578	82,87,500	Nil
23-08-2022	1,77,028	2	80	78	Preferential Issue - Conversion of Compulsorily Convertible Debentures	10,79,51,317	21,59,02,634	1,38,08,184	Nil
19-09-2022	7,913	2	6	4	Equity Shares allloted pursuant to exercise of ESOPs	10,79,59,230	21,59,18,460	31,652	Nil
19-09-2022	13,146	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	10,79,72,376	21,59,44,752	1,05,168	Nil
30-09-2022	2,00,000	2	10	8	Equity Shares allloted pursuant to exercise of ESOPs	10,81,72,376	21,63,44,752	16,00,000	Nil
13-10-2022	74,39,087	2	80	78	Preferential Issue - Conversion of Compulsorily	11,56,11,463	23,12,22,926	58,02,48,786	Nil

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

						Convertible Debentures				
19-12-2022	3,62,500	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	11,59,73,963	23,19,47,926	29,00,000	Nil
19-12-2022	2,40,753	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,14,716	23,24,29,432	9,63,012	Nil
23-05-2023	58,175	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,72,891	23,25,45,782	2,32,700	Nil
11-08-2023	16,135	2	6	4		Equity Shares allloted pursuant to exercise of ESOPs	11,62,89,026	23,25,78,052	64,540	Nil
11-08-2023	10,345	2	10	8		Equity Shares allloted pursuant to exercise of ESOPs	11,62,99,371	23,25,98,742	82,760	Nil

Details of allotments made by the Company in the last one year prior to the date of this Offer Letter for consideration other than cash and details of the consideration in each case.	NIL
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this Offer Letter	

FY	PBT (in INR Cr)	PAT (in INR Cr)
FY 2023	7.23	5.54
FY 2022	10.68	7.37
FY 2021	1.74	0.68

Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)

Year	As on March 31, 2023	As on March 31, 2022	As on March 31, 2021
Dividend Declared	0.12	0.10	0.08
Interest Coverage Ratio	1.26	1.61	1.69

A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter	Please refer to **Annexure I** of this General Information Document.
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter	Please refer to **Annexure I** of this General Information Document.
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	None

10.11 PART B (To be filed by the Applicant)

(i) Name:

(ii) Father's name:

(iii) Complete Address including Flat / House Number, Street, Locality, Pin Code:

(iv) Phone number; if any:

(v) Email ID, if any:

(vi) PAN Number: ;and

(vii) Bank Account details:

(viii) Tick whichever is applicable:-

(a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares.- Yes

(b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained and is enclosed herewith.- Not required

Signature

Initial of the Officer of the Company designated to keep the record

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

SECTION 11: DECLARATION BY THE DIRECTORS

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

A. the Issuer is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act, 2013 and the rules and regulations made thereunder, including the compliances in relation to making a private placement of the Debentures;

B. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, if applicable, is guaranteed by the Central Government;

C. the monies received under the Issue shall be used only for the purposes and objects indicated in the relevant Disclosure Document(s); and

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

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

I am authorized by the Board of Directors of the Company vide resolution dated August 13, 2021 read with the resolution passed by the Finance Committee dated January 03, 2024 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of the Disclosure Document(s) has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

For **TruCap Finance Limited**

TruCap Finance Limited

Director
Name: ROHANJEET SINGH JUNEJA
Title: MD & CEO
Date: January 11, 2024

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE I: AUDITED FINANCIAL STATEMENTS OF THE COMPANY FOR THE PRECEDING THREE FINANCIAL YEARS AS ON MARCH 31ST, 2023, MARCH 31st, 2022, MARCH 31, 2021 ALONG WITH AUDITOR'S REPORT AND UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND HALF YEAR ENDED SEPTEMBER 30, 2023

Attached Separately

(This General Information Document is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE II: RELATED PARTY TRANSACTIONS ENTERED DURING THE PRECEDING THREE FINANCIAL YEARS AND CURRENT FINANCIAL YEAR

Name of the related party	Nature of Transaction	Sept 30, 2023	March 31, 2023	March 31, 2022	March 31, 2021
Parent Company					
M/s. Wilson Holdings Private Limited	Interest expense	-	0.04	-	0.94
	Reimbursement of expenses	-	0.08	-	0.28
	Loans Taken	-	-	-	8.75
	Loans repaid	-	-	-	19.05
	Interest Income	-	-	0.00	0.04
	Loans Given	-	-	-	3.05
	Loans repayment received	-	-	-	3.05
	Issue of share warrants	-	-	-	1.25
	Conversion of share warrants into Equity	-	5.00	-	5.00
	Conversion of UCCD into Equity	-	20.61	24.39	-
	Issue of Equity	-	-	-	10.30
	Issue of UCCD	-	-	-	45.00
	Capital Contribution towards corporate gaurantee	-	8.91	7.66	2.82
Subsidairy		-			
M/s. DFL Technologies Private Limited	Rent income	-	-	-	0.01
	Investments (including ESOP issued to subsidiary's employees)	-	6.90	18.70	7.10
	Purchase of Fixed assets	-	0.09	-	-
	Sale of Fixed assets	-	-	-	0.31
	Sale of Leasehold Improvements	-	-	-	0.22
	Sale of Intangible assets	-	-	-	0.56
	Sale of Intangible assets under developments	-	-	-	0.58
	Professional Fees Income	-	0.74	1.20	-
	Interest Income	-	0.05	0.11	0.01
	Loans Given	-	-	3.40	0.45
	Loans repayment received	-	0.90	2.50	0.45
	DSA Commission Expenses	-	0.01	0.17	0.09
	Rent paid	0.00	0.05	0.02	0.01
	Office Expenses	-	0.56	0.71	0.04
	Reimbursement of expenses	0.01	0.38	0.28	1.02

Fellow Subsidiary		-			
Wilson Financial Services Private Limited	Fees Paid	-	-	0.32	0.15
Wilson Investment Adviser Pvt Ltd	Professional Fees paid	-	-	0.23	-
Key Management Personnel (KMP)		-			
Mr. Karan Neale Desai	Remuneration and Short-termemployee benefits*	-	0.22	0.67	0.53
	Reimbursement of expenses	-	0.01	0.07	0.07
	Conversion of share warrants into Equity	-	2.90	-	-
	Issue of share warrants	-	-	-	1.00
	share-based payment	-	-	-	0.11
Mr. Narendra Kumar Tater	Remuneration and Short-termemployee benefits*	-	-	-	0.23
	Reimbursement of expenses	-	-	-	0.01
Mr. Vijay Mohan Reddy	Remuneration and Short-termemployee benefits*	-	-	-	0.15
	Reimbursement of expenses	-	-	-	0.00
Mr. Rohanjeet Singh Juneja	Remuneration and Short-termemployee benefits*	0.80	1.41	0.65	0.53
	Reimbursement of expenses	0.07	0.14	0.23	0.08
	Conversion of share warrants into Equity	-	4.00	-	-
	Issue of share warrants	-	-	-	1.00
	share-based payment	-	0.60	0.23	-
Mr. Sanjay Kukreja	Remuneration and Short-termemployee benefits*	0.32	0.64	0.49	0.31
	Reimbursement of expenses	0.03	0.03	0.07	0.02
Mr. Fredrick Pinto	Remuneration and Short-termemployee benefits*	-	-	0.12	0.14
	Reimbursement of expenses	-	-	0.03	0.03
Mr. Lalit Mohan Chendvankar	Remuneration and Short-termemployee benefits*	0.25	0.48	0.44	-
	Reimbursement of expenses	0.02	0.05	0.04	-
Ms. Sonal Sharma	Remuneration and Short-termemployee benefits*	0.08	0.08	-	-
	Reimbursement of expenses	0.00	-	-	-
Mr. Ashish Sharad Dalal	Sitting fees and commission	-	-	-	0.07
Mr. Nirmal Vinod Momaya	Sitting fees and commission	0.04	0.07	0.12	0.11
Mr. Krishipal Tarachand Raghuvanshi	Sitting fees and commission	0.05	0.11	0.09	0.11
Mrs. Manjari Kacker	Sitting fees and commission	-	-	0.07	0.13
Mr. Rakesh Inderjeet Sethi	Sitting fees and commission	0.05	0.11	0.10	0.10
Mr. Rajiv Kapoor	Sitting fees and commission	0.06	0.11	0.11	0.11

Mrs. Minaxi Kishore Mehta	Sitting fees and commission	-	0.01	0.08	-
Mr. Atwood Porter Collins	Sitting fees and commission	0.02	0.04	0.05	-
Ms.Abha Kapoor	Sitting fees and commission	0.04	0.10	0.01	-
Ms. Rushina Mehta	Sitting fees and commission	0.01	0.05	-	-
Ms. Geetu Verma	Sitting fees and commission	0.03	0.04	-	-
Other Related Parties		-	-	-	-
Mrs. Minaxi Mehta	Issue of share warrants	-	-	-	1.25
Mr. Nimir Kishore Mehta	Rent paid	-	0.02	0.03	0.23
	Reimbursement of expenses	-	0.00	0.01	0.01
	Profession fees paid	-	-	0.00	0.00
	Conversion of share warrants into Equity	-	5.00	-	-
Prolific Ventures Pvt Ltd	Rent paid	-	0.88	0.25	0.26
	Rent Prepaid	-	0.26	-	-
	Reimbursement of expenses	0.01	0.06	0.05	0.01
	Security deposit	-	0.04	0.22	-
	ROU Asset	-	0.03	0.79	4.65
Wilson Investment Adviser Pvt Ltd	Professional Fees paid	-	0.34	0.23	-
Exerfit Wellness Private Limited	Staff Welfare expenses	-	-	0.03	0.00

