Sr. No:_____

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-INFORMATION MEMORANDUM

Manba Finance Limited

Corporate Identity Number (CIN): U65923MH1996PLC09993
Permanent Account Number: AAACM4681Q, Date and Place of Incorporation: May 31, 1996
Registered Office: 324, Runwal Heights, L.B.S Marg, Opp. Nirmal Lifestyle, Mulund (West), Mumbai – 400080
Corporate Office: Manba House, Plot No. A/79, Road No.16, Wagle Estate, Thane - 400604, Maharashtra, India
Telephone No: 022-6234 6666, Website: www.manbafinance.com, Email: jai@manbafinance.com
Compliance Officer & Company Secretary: Ms. Bhavisha Jain
Contact details of Compliance Officer: 022-6234 6598; Email id: bhavisham@manbafinance.com
Chief Financial Officer: Mr. Jay Khushal Mota
Contact details of Chief Financial Officer: 022-623406601; Email id: jai@manbafinance.com
Promoter(s): Mr. Manish Kiritkumar Shah and Nikita Manish Shah; Contact details of Promoter(s): 022-623406578

Type of Information Memorandum: Private Information
Date: August 03, 2023

ISSUE UPTO 2500 SENIOR SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES ("DEBENTURE(S)" OR "NCD(S)") OF FACE VALUE OF RS. 1,00,000 (INDIAN RUPEES ONE LAKHS ONLY) EACH, AGGREGATING UPTO RS.25,00,00,000 (INDIAN RUPEES TWENTY-FIVE CRORES ONLY) (THE "ISSUE"), BY WAY OF A PRIVATE INFORMATION (THE "ISSUE"), BY MANBA FINANCE LIMITED (THE "COMPANY" OR "ISSUER") IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42 AND OTHER APPLICABLE PROVISIONS, IF ANY, OF THE COMPANIES ACT, 2013 AS AMENDED AND RULES MADE THEREUNDER ("ACT"). THIS NCD ISSUE DOES NOT FORM PART OF NON- EQUITY REGULATORY CAPITAL MENTIONED UNDER CHAPTER V OF THE SEBI ILNCS REGULATIONS.THE FACE VALUE OF EACH DEBENTURE IS INR 1,00,000 (INDIAN RUPEES ONE LAKH).

Debenture Trustee Name: **Vardhman Trusteeship Private Limited** Logo: Address: The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 Telephone Number: 022-42648335, 8657900675, 9820024538 Email address: Nilesh@vardhmantrustee.com Contact person: Mr. Nilesh Palav	Register & Transfer Agent Name: Purva Sharegistry (India) Pvt. Ltd. Logo: Address: Unit No. 9, Ground Floor, Shiv Shakti Ind. Estt, J. R. Boricha Marg, Lower Parel East, Mumbai, Maharashtra 400011 Telephone Number: 022 2301 6761 Email address: busicomp@gmail.com Contact person: Ms. Deepali Dhuri	Credit Rating Agency Name :CARE Ratings Limited Logo: Address: 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (E), Mumbai - 400022 Telephone Number: 022 -6754 3426 Email address: Kailash.Biswal@careedge.in Contact person: Kailash Biswal]	**Statutory Auditor** **Name :Venus Shah & Associates** Address: 301 - B, Vikas Commercial, Bhakti Marg, Mulund (W), Mumbai – 400080 Telephone Number: 022-25620711] Email address: venus@venusshah.com Contact person: Venus .b Shah

ISSUE SCHEDULE	
Nature	Rated, Secured, Listed, Transferable, Redeemable, Non-Convertible Debentures
Number	2500 (Two Thousand Five Hundred) Rated, Secured, Listed, Transferable, Redeemable, Non-Convertible Debentures ("NCDs" or "Debentures") of face value of Rs. 1,00,000/- (Indian Rupee One Lakh) each, aggregating up to Rs. 25,00,00,000/- (Indian Rupees Twenty-Five Crores Only)
Price per Debenture	1,00,000 (Indian Rupees One Lakh) per debentures

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MANBA FINANCE LTD.

Amount	INR 25,00,00,000
Issue size (base issue or green shoe)	INR 25,00,00,000 Green shoe option: Nil
Issue Opens on:	August 03, 2023
Issue Closes on:	August 03, 2023
Pay in Date	August 03, 2023
Deemed date of allotment	August 03, 2023

ISSUE DETAILS	
Coupon	12.60% per annum
Coupon Payment Frequency	Monthly and on Redemption Date(s)
Redemption Date	August 3, 2025
Redemption Amount	Each Debenture shall be redeemed at par
Credit Rating	The Rating Agency has vide its letter and rating rationale dated 26-07-2023 assigned a rating of "BBB+" in respect of the Debentures
Details of Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private Information 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) 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) Alternative investment funds (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.
Listing	The Debentures are proposed to be listed on the wholesale debt market segment of the BSE Limited ("**BSE**" or the "**Stock Exchange**").
Electronic Book Provider Platform	Not Applicable
Underwriting	Not applicable

GENERAL RISK

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("**SEBI**") nor does SEBI guarantee the accuracy or adequacy of this document.

Specific attention of investors is invited to statement of risk factors contained under **SECTION 4 – RISK FACTORS** of this Disclosure Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the debt securities/non-convertible redeemable preference shares or investor's decision to purchase such securities.

MAHINDRA FINANCE LTD.

ISSUER'S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this Information memorandum contains all information with regard to the issuer and the issue which is material in the context of the issue, that the information contained in the Information memorandum 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.

CREDIT RATING

CARE Ratings Limited has assigned "CARE BBB+"; rating to the Issue by the Company by a letter dated July 26 2023. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of debt obligations. Debt exposure to such company carry very low credit risk. For more details on credit rating of the Issuer refer to press release at https://www.careratings.com/.

The above rating is not a recommendation to buy, sell or hold securities and Investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning Credit Rating Agency and rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future.

LISTING

The Debentures are proposed to be listed on the wholesale debt market segment of the BSE Limited ("BSE" or the "Stock Exchange"). The Company has obtained "in principle" approvals from BSE on 02nd August, 2023 for listing the Debentures offered through this Issue.



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SECTION 1 DISCLAIMERS

GENERAL DISCLAIMER

This Disclosure Document is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The NCDs to be issued are listed in nature. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Disclosure Document does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

This Disclosure Document has been prepared in conformity with the applicable laws. It is the responsibility of potential investors to also ensure that any sale by them of the NCDs/Debentures does not constitute an offer to the public within the meaning of the Companies Act.

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

The Disclosure Document issued by the Company and the views contained in Disclosure do not necessarily reflect the views of its directors, employees, affiliates, subsidiaries, or representatives and should not be taken as such. The Disclosure Document have been prepared to provide general information about the Issuer to potential Eligible Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. The Disclosure Document do not purport to contain all the information that any potential Eligible Investor may require. Where the Disclosure Document summarize the provisions of any other document, that summary should not be relied upon and the relevant document should be referred to for the full effect of the provisions.

Neither the Disclosure Document nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Disclosure Document should not consider such receipt a recommendation to purchase any Debentures. Each investor contemplating purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential Investors 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 investor's particular circumstances.

This Disclosure Document and the contents hereof are intended only for recipients who have been addressed to directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue. The contents of this Disclosure Document is 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.

DISCLAIMER TO THE ISSUER

The Issuer confirms that, as of the date hereof, this Information Information Memorandum (including the documents incorporated by reference, if any) contains all information that is material in the context of the Issue, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, are not misleading. The sale or transfer of these Debentures outside India may require regulatory approvals in India, including without limitation, the approval of the RBI.

The Issuer confirms that all information considered adequate for and relevant to the Issue and the Issuer has been made available in this Information Disclosure Document for the use and perusal of the potential investors and no selective or additional information would be made available to any section of investors in any manner whatsoever. The information relating to the Company contained in the Disclosure Document is believed by the Company to be accurate in all respects as of the date hereof.

MANBA FINANCE LTD.

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

Neither the delivery of this Information Memorandum nor any Issue of Debentures made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

The Issuer having made all reasonable enquiries, accepts responsibility for and confirms that the information contained in this Disclosure Document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. The Company or any of its directors, employees, advisors, affiliates, subsidiaries or representatives do not accept any responsibility and/ or liability for any loss or damage however arising and of whatever nature and extent in connection with the said information.

DISCLAIMER TO THE STOCK EXCHANGE

As required, a copy of this Disclosure Document has been submitted to the BSE for hosting the same on its website as per the applicable law.

It is to be distinctly understood that filing of this Disclosure Document with the BSE should not in any way be deemed or construed that the same has been cleared or approved by the BSE, nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Disclosure Document, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the Stock Exchange; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise acquire any Debentures of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Stock Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

DISCLAIMER CLAUSE OF SEBI

This Disclosure Document has not been filed with the SEBI. The securities have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy this Information Memorandum. It is to be distinctly understood that filing of the issue document to the Securities and Exchange Board of India (SEBI) should not in any way be deemed or construed to mean that the same has been cleared or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme or the project for which the issue is proposed to be made or for the correctness of the statements made or opinions expressed in the issue document. The lead manager(s) has certified that the disclosures made in the issue document are generally adequate and are in conformity with the regulations. This requirement is to facilitate investors to take an informed decision for making investment in the proposed issue.

DISCLAIMER TO THE DEBENTURE TRUSTEE

The Debenture Trustee or its agents or advisers associated with the Issue of the Debentures do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Disclosure Document and shall 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.

The Debenture Trustee and its agents or advisors associated with the issue of the /Debentures have not separately verified the information contained herein. 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 shall have no liability in relation to the information contained in this Disclosure Document or any other information provided by the Issuer in connection with the Issue. The Debenture Trustee is neither a principal debtor nor a guarantor of the /Debentures.

DISCLAIMER IN RESPECT OF CREDIT RATING AGENCY

The ratings of the Credit Rating Agency should not be treated as a recommendation to buy, sell or hold the Debentures. The Credit Rating Agency ratings are subject to a process of surveillance which may lead to a revision in ratings. Please visit the Credit Rating Agency's website https://www.careratings.com/ or contact the Credit Rating Agency's office for the latest information on the Credit Rating Agency's ratings. All information contained herein has been obtained by the Credit Rating Agency from sources believed by it to be accurate and reliable. Although reasonable care has been taken to ensure that the information herein is true, such information is provided 'as is' without any warranty of any kind, and the credit rating agency in particular, makes no representation or warranty, express or implied, as to the accuracy, timeliness or opinion and Credit Rating Agency shall not be liable for any losses incurred by users from any use of this publication and completeness of any such information. All information contained herein must be construed solely as statements or its contents.

DISCLAIMER OF RESERVE BANK OF INDIA

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

SECTION 2 DEFINITIONS AND ABBREVIATIONS

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

Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.
Application Form	The form which shall be circulated to the prospective investors along with the Information Memorandum Disclosure Document/ Disclosure Document for the purpose of applying for the debentures and marked as Annexure VII.
Allot/ Allotment/ Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue
Account Bank	Bank Account: IDFC First Bank Limited Account Holder: Manba Finance Limited Account No.: 10041120305 IFSC: IDFB0040104
Beneficial Owner(s)	means the holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository.
Board/ Board of Director(s)	Board of Director(s) of the Issuer
Business Day	Any day of the week (excluding Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881)) on which banks are normally open for business in Mumbai
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
CDSL	Central Depository Services (India) Limited
Company / Issuer	Manba Finance Limited
Coupon	means the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate as specified in **Section 7 - Issue Details** of this Disclosure Document.
Coupon Payment Date	mean the date(s) as specified in **Section 7 - Issue Details** of this Disclosure Document.
Coupon Rate	mean the rate as specified in **Section 7 - Issue Details** of this Disclosure Document.
Date of Subscription	Date of realization of proceeds of subscription money in the bank account of the Company.
Debentures or NCDs	2500 senior secured, rated, listed, redeemable, non-convertible debentures having a face value of Rs. 1,00,000/- (Rupees One Lakhs only) each, aggregating upto Rs. 25,00,000 - (Rupees Twenty-Five Crores Only).
Debenture Holder(s)/Investors	Person(s) holding Debenture(s) and whose name is recorded as beneficial owner with the Depository (if the Debentures are in dematerialized form) as defined under Section 2 of the Depositories Act, 1996) or the person(s) whose name appears as holder of Debentures in the Register of Debentures (if the Debentures are in the physical form)
Debenture Trust Deed / DTD	The Debenture trust deed dated on or about the date of this Disclosure Document entered / to be entered into between the Company and the Debenture Trustee.
Debenture Trustee	Trustee for the Debenture Holder(s), in this case being VARDHMAN TRUSTEESHIP PVT LIMITED
Debenture Trustee Agreement	Shall means the agreement entered into by and between the Issuer and the Debenture Trustee and dated July 27, 2023
Deed of Hypothecation	means the deed of hypothecation executed and delivered by the Issuer in favour of the Debenture Trustee to evidence creation of first ranking exclusive charge by the Issuer in favour of the Debenture Trustee (for the benefit of the Debenture Holders) over the Secured Property (in a form acceptable to the Majority Debenture Holders).
Deemed Date of Allotment	Shall mean the date as specified in **Section 7 - Issue Details** of this Information Memorandum
Depositary Participant / DP	A Depositary participant as defined under Depositories Act, 1996 as amended from time to time

Depository	A depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996 as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Disclosure Document / Disclosure Document / Information Memorandum	This document dated August 03, 2023 which sets out the information regarding the Debentures being issued on a private Information basis.
DRR	Debenture Redemption Reserve
EFT	Electronic Fund Transfer
Financial Year / FY	Financial year the of Company i.e. a period commencing from 1st April and ending on 31st March of the next calendar year
Final Maturity Date	mean the date as specified in **Section 7 - Issue Details** of this Disclosure Document.
Insolvency Filing Event	The filing of any petition for insolvency resolution or liquidation against the Company under the Insolvency and Bankruptcy Code, 2016
Issue Opening Date	Shall mean the date as specified in **Section 7 - Issue Details** of this Disclosure Document
Issue Closing Date	Shall mean the date as specified in **Section 7 - Issue Details** of this Disclosure Document
NEFT	National Electronic Fund Transfer
NOC	No Objection Certificate(s)
NSDL	National Securities Depository Limited
PAN	Permanent Account Number
Private Information Offer Cum Application Letter/ PPOL	The letter issued by the Issuer pursuant to the provisions of Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended, to the Investors in the format set out in the said rules
POA	Power of Attorney
Rating Agency/ Credit Rating Agency	CARE Ratings Limited with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time and having its office at
Record Date	shall mean the date being 15 calendar days prior to the Due Date on which any payments are to be made to the Debenture Holder(s) in accordance with the terms of the Debentures on the basis of which the determination of the persons entitled to receive redemption of principal, Coupon, and other Payments, if any, as the case may be, in respect of the Debentures shall be made.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being **Purva Sharegistry (India) Pvt. Ltd.** **Address:** Unit No. 9, Ground Floor, Shiv Shakti Ind. Estt, J. R. Boricha Marg, Lower Parel East, Mumbai, Maharashtra 400011 Telephone Number: 022 2301 6761 Email address: busicomp@gmail.com Contact person: Ms. Deepali Dhuri
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India
SEBI DT Master Circular	"Master Circular for Debenture Trustees" regarding debt instruments and debenture trustees issued by SEBI bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023 as amended from time to time.
SEBI ILNCS Regulations	Securities And Exchange Board Of India (Issue And Listing Of Non-Convertible Securities) Regulations, 2021 as amended from time to time.
TDS	Tax Deduction at Source
TL	Term Loan

SECTION 3 UNDERTAKING OF THE ISSUER

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 under the section **'General Risks'**." "The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Disclosure Document contains all information with regard to the issuer and the issue, that the information contained in the offer document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

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

The Company undertakes that the Information Memorandum has been modified to ensure compliance with SEBI (Issue and Listing of Non-Convertible Securities) (Second Amendment) Regulations, 2023 amended on 06.07.23.

Issuer undertakes to amend and incorporate provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 by September 30, 2023 as specified in press release of SEBI Board Meeting (PR No. 37/2022) and SEBI circular issued from time to time.

SECTION 4 RISK FACTORS

An investment in the Debentures involves risks. These risks may include, among others, equity market, bond market, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Prospective Investors should be experienced with respect to transactions in instruments such as the Debentures. Prospective Investors should understand the risks associated with an investment in the Debentures and should only reach an investment decision after careful consideration of, (a) the suitability of an investment in the Debentures in the light of their own particular financial, tax and other circumstances; and (b) the information set out in this Disclosure Document.

More than one risk factor may simultaneously affect the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Debentures.

Investors are advised to read the following risk factors carefully before making an investment in the Debentures offered in this Issue. Each investor must rely on its own examination of the Issuer and this Issue, including the risks and uncertainties involved. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another.

RISKS RELATING TO THE DEBENTURES

I. Changes in the interest rates may affect the price of the Debentures

All securities where a fixed rate of interest is offered, such as Debentures 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 fluctuation in the prices is a function of the existing coupon/yield to maturity, days to maturity and the increase or decrease in the level of prevailing interest rates. Any increase in rates of interest is likely to have a negative effect on the price of the Debentures.

II. Secondary market for the Debentures may be illiquid

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

III. Credit risk and rating downgrade risk

The Credit Rating Agency has assigned the credit rating of "CARE BBB+" rating to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. The Issuer cannot guarantee that this rating will not be downgraded. Such a downgrade in the credit rating may lower the value of the Debentures and may also affect the Issuer's ability to raise further debts.

IV. The Debentures may not be a suitable investment for all potential Investors

Potential Investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers such as legal, tax, accounting and other advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition.

V. Exercise of powers by the Debenture Trustee is subject to equitable principles and supervisory powers of courts

The exercise by the Debenture Trustee of the powers and remedies conferred on it under the Debentures and this Disclosure Document or otherwise vested in it by applicable law, will be subject to general equitable principles regarding the enforcement of security, the general supervisory powers and discretion of the Indian courts in the context thereof and the obtaining of any necessary governmental or regulatory consents, approvals, authorisations or orders.

VI. The right of the Debenture Holders to receive payments under the Debentures will be junior to certain tax and other liabilities preferred by law on an insolvency of the Issuer

The Debentures will be subordinated to certain liabilities preferred by applicable law such as claims of the Government of India on account of taxes and certain liabilities incurred in the ordinary course of the Issuer's business (including workmen's dues). Upon an order for winding-up in India, the assets of a company are vested in a liquidator who has wide powers to liquidate such company to pay its debt and administrative expenses.

VII. Receipt of coupon or principal is subject to the credit risk of the Issuer.

Investors should be aware that the receipt of any coupon payment and principal amount at maturity is subject to the credit risk of the Issuer. Any stated credit rating of the Issuer reflects the independent opinion of the referenced rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Issuer. Any downgrading of the credit ratings of the Issuer by the rating agency may lower the value of the Debentures

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.

The payment of the principal and coupon on the Debentures is subject to the credit risk of the Issuer whereby the investors may or may not recover all or part of the principal or coupon amount of the funds invested in case of default by the Issuer. Debenture Holders assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures and may or may not recover all or part of the principal and/or coupon amount in case of default by the Issuer.

VIII. Security may be insufficient to redeem the Debentures

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents. The Debenture Holder(s)' recovery in relation to the Debentures will be subject to (i) the market value of such secured property, (ii) finding willing buyers for the Security at a price sufficient to repay the Debenture Holder(s)' amounts outstanding under the Debentures. The value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

While the debenture is secured against a charge to the tune of 100% of the principal and interest amount in favour of debenture trustee, and it is the duty of the debenture trustee to monitor that the security is maintained.100%

IX. Payment of penalty

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.

INTERNAL RISKS

Risk Factor in relation to the Issuer's business

A. ***If the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.***

A majority of the Issuer's loans are secured and the clients of these secured loans are of the medium to high risk category. There is uncertainty on the client's ability to fulfil its loan obligations it can be difficult to verify all client details and assess the risk. Such non-performing or low credit quality loans can negatively impact our results of operations.
The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of NPAs in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.
The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which will adversely affect the Issuer's financial condition and results of operations.

B. ***The Issuer's business operates through a large number of rural and semi urban branches and is exposed to operational risks including fraud***

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.
As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.
The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.
To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

C. ***Loans due within two years account for almost all of the Issuer's interest income, and a significant reduction in short term loans may result in a corresponding decrease in its interest income***

Majority of the loans the Issuer issues are due within approximately two years of disbursement. The relatively short-term nature of the Issuer's loans means that the Issuer's long-term interest income stream is less certain than if a portion of its loans were for a longer term. In addition, the Issuer's customers may not obtain new loans from the Issuer upon maturity of their existing loans, particularly if competition increases. The potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.
The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset has increased from one year to two year which has provided stability to the portfolio and interest income and has also smoothened operating expense.

D. ***The Issuer is exposed to certain political, regulatory and concentration of risks***

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other

states. If it is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

E. ***Large scale attrition, especially at the senior management level, can make it difficult for the Issuer to manage its business.***

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

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

The employees are not currently unionized. However, there can be no assurance that they will not unionize in the future. If the employees unionize, it may become difficult to maintain flexible labour policies, and could result in high labour costs, which would adversely affect the Issuer's business and results of operations.

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

The Issuer maintains insurance coverage of the type and in the amounts that it believes are commensurate with its operations and other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.
In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

H. ***Issuer requires certain statutory and regulatory approvals for conducting business and failure to obtain or retain them in a timely manner, or at all, may adversely affect operations.***

NBFCs in India are subject to strict regulation and supervision by the RBI. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC pursuant to Section 45-IA of the RBI Act, 1934. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. Additionally, RBI has issued detailed directions on prudential norms *inter alia* prescribing guidelines on income recognition, asset classification and provisioning requirements applicable to NBFCs, exposure norms, disclosures in the balance sheet, requirement of capital adequacy, restrictions on investments in land and building and unquoted shares besides others. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which

they are located. The shops and establishments laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled, and it shall not be able to carry on such activities. If the Issuer fails to comply with any directions issued applicable on NBFCs and fails to maintain the status of NBFC it may attract penal provisions under the RBI Act, 1934 for non-compliance. The penal action can also result in RBI cancelling the certificate of registration issued to the NBFC.

EXTERNAL RISK FACTORS

I. Future legal and regulatory obstructions

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to RBI or SEBI, may adversely affect the Debentures. The timing and content of any new law or regulation is not within the Issuer's control and such new law, regulation, comment, statement or policy change could have an adverse effect on the market for and the price of the Debentures.

Further, SEBI or any other regulatory authorities may require clarifications on this Disclosure Document, which may cause a delay in the issuance of the Debentures or may result in the Debentures being materially affected or even rejected.

Further, the exercise by the Debenture Trustee of the powers and remedies conferred on it under the Debenture Trust Deed, or otherwise vested in them by applicable law, will be subject to general equitable principles regarding the enforcement of security, the general supervisory powers and discretion of the Indian courts in the context thereof and the obtaining of any necessary governmental or regulatory consents, approvals, authorizations or orders.

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

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

III. Company's growth depends on the sustained growth of the Indian economy. An economic slowdown in India and abroad could have direct impact on the Company's operations and profitability.

Macroeconomic factors that affect the Indian economy and the global economic scenario have an impact on Company's business. Recent trends suggest that the economy may grow at a flat pace which may have a direct impact on our business and a slowdown in the economy as a whole can increase such an impact thereby adversely impacting the Company's growth plans.

A sustained slowdown in the Indian economy could adversely affect Company's business; India's economy could be adversely affected by a general rise in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or general down trend in the economy

IV. Civil unrest, terrorist attacks and war could affect our business.

Terrorist attacks and other acts of violence, war, or conflicts, particularly those involving India, as well as the jurisdictions where the Company's business is situated, may adversely affect Indian and global financial markets. Such acts may negatively impact business sentiment, which could adversely affect the Company's business and profitability. India has from time to time experienced, and continues to experience, social and civil unrest, terrorist attacks and hostilities with neighboring countries. Also, some of India's neighboring countries have experienced, or are currently experiencing

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internal unrest. This, in turn, could have a material adverse effect on the market for securities including the Debentures. The consequences of any armed conflicts are unpredictable, and the Company may not be able to foresee events that could have an adverse effect on Company's business and the price and yield of the NCDs.

V. Company's business may be adversely impacted by natural calamities or unfavorable climatic changes.

India, Nepal, Bangladesh, Pakistan, Indonesia, and other Asian countries have experienced natural calamities such as earthquakes, floods, droughts, and a tsunami in recent years. Some of these countries have also experienced pandemics notably the ongoing Covid-19 pandemic in India and Globally including the outbreak of avian flu/ swine flu. The extent and severity of these natural disasters and pandemics determines their impact on these economies and in turn affects the Company's business and operation. Prolonged spells of abnormal rainfall and other natural calamities could have an adverse impact on the economies in which the Company has operations, which could adversely affect its business and the price of the Debentures.

VI. Any downgrading of India's sovereign rating by an international rating agency (ies) may affect the Company's business and its liquidity to a great extent.

Any adverse revision to India's credit rating for domestic and international debt by international rating agencies may adversely impact Company's ability to raise additional financing and the interest rates and other commercial terms at which such additional financing is available. This could have an adverse effect on Company's financial performance and its ability to obtain financing to fund our growth on favorable terms, or at all.

GENERAL RISKS

I. Investment risks

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments. 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 Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("SEBI") nor does SEBI guarantee the accuracy or adequacy of this document.

II. Early Termination for Extraordinary Reasons, Illegality and Force Majeure

If the Issuer determines that, for reasons beyond its control, the performance of its obligations under the Debentures has become illegal or impractical in whole or in part for any reason, the Issuer may, at its discretion and without obligation, redeem the Debentures early.

III. Taxation

Potential purchasers and sellers of the Debentures should be aware that they may be required to pay stamp duties or other documentary charges/taxes in accordance with the laws and practices of India. Payment and/or delivery of any amount due in respect of the Debentures will be conditional upon the payment of all applicable taxes, duties and/or expenses.

Potential Investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential Investors should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time

IV. Delays in court proceedings in India

If any dispute arises between the Issuer and any other party including Debenture Holders, the Issuer or such other party may need to take recourse to judicial proceedings before courts in India. It is not unusual for court proceedings in India

to continue for extended periods. Disposition of cases may be further subject to various delays including multiple levels of appellate adjudication.

V. 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.

VI. Breach of contract.

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

OTHERS RISKS UNDER NCS LISTING REGULATION

1. **RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES AND RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT**

   Refer to Risk Factor under *"Risks relating to Debentures"*.

2. **REFUSAL OF LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD**

   As on the date of this Placement Memorandum, no stock exchange in India or abroad has refused listing of any equity or debt security issued by the Issuer.

3. **IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS:**

   a) **Any default in compliance with the material covenants such as creation of Security as per terms agreed:**

   As on the date of this Placement Memorandum, the Issuer has not committed any default in compliance with the material covenants such as creation of security as per terms agreed in respect of any outstanding borrowings.

   b) **Default in payment of Interest:**

   As on the date of this Placement Memorandum, the Issuer has not committed any default in payment of interest in respect of any outstanding borrowings.

   c) **Default in Redemption or Repayment**

   As on the date of this Placement Memorandum, the Issuer has not committed any default in redemption or repayment in respect of any outstanding borrowings.

   d) **Non-creation of Debenture Redemption Reserve:**

   Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis.

   e) **Default in payment of penal interest wherever applicable:**

   As on the date of this Placement Memorandum, the Issuer has not committed any default in payment of interest penal in respect of any outstanding borrowings.

SECTION 5 REGULATORY DISCLOSURES

I. **List of disclosures to be submitted with the Debenture Trustee:**

a. Memorandum and articles of association of the Issuer and necessary resolution(s) for the allotment of the debt securities;

b. Copy of last three years audited and adopted annual reports;

c. Statement containing particulars of, dates of, and parties to all material contracts and agreements;

d. Copy of the Board / Committee Resolution dated 27-07-2023 authorizing the borrowing and list of authorized signatories.

e. Certified true copy of the resolution passed by the Company at the Annual General Meeting under Section 180 (1)(c) of the Act, held on 24-09-2019 authorising the Company to borrow, upon such terms as the Board may think fit, up to an aggregate limit of Rs. 1000 crores (Rupees One Thousand Crores only);

f. Copy of the resolution passed by the Company at the Board Meeting held on 27-07-2023 authorizing the issue/offer of non-convertible debentures by the Company;

II. **Material contracts and agreements**

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Board Resolution dated 27-07-2023 authorizing the issue of Debentures offered under the terms of this Disclosure Document.
3.	Shareholder Resolution under Section 180 (1) (a) and Section 180 (1) (c) dated]24-09-2019 authorizing the borrowing by the Company and the creation of security.
4.	Copies of Annual Reports of the Company for the last three financial years.
5.	Credit rating letter from the Rating Agency dated 26-07-2023 .
6.	Letter from Debenture Trustee dated 25-07-2023 giving its consent to act as Debenture Trustee. ("Consent Letter")
7.	Letter for Register 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/CDSL dated 17-05-2019 – NSDL.
10.	Debenture Trustee Agreement dated 27-07-2023 executed between the Issuer and the Debenture Trustee.
11.	Debenture Trust Deed date August 03, 2023 executed between the Issuer and the Debenture Trustee.
12.	Deed of Hypothecation date August 03, 2023 executed between the Issuer and the Debenture Trustee.

SECTION 6 ISSUER INFORMATION

I. Details of Promoters of the Issuer Company;

The details of the Promoters of the Issuer are set out below:

Particulars	Details	Details
Insert Photograph/Logo	Mr. Manish Shah	Mrs. Nikita Manish Shah
Name	Manish Kiritkumar Shah	Mrs. Nikita Manish Shah
Date of Birth/Date of Incorporation:	08/11/1966	21/11/1668
Age:	57	55
Personal Address/ Registered Office:	3701/02, Sarvodya Heights, JN Road, SarvodyaNagar, Mulund(West),Mumbai	3701/02, Sarvodya Heights, JN Road, Sarvodya Nagar, Mulund(West),Mumbai
Educational Qualifications:	Charter Accountant	
Experience in the business or employment:	Business	Business
Positions/posts held in the past:	MD	MD
Directorships held:	Managing Director	Executive Director
Other ventures of the promoter:	Manba Finance Limited Avalon advisory and consultant services private limited Manba Fincorp Private Limited Manba Investments And Securities Private Limited Theme Infotech Private Limited Jito Mulund Chapter Foundation	Manba Finance Limited Avalon advisory and consultant services private limited Manba Fincorp Private Limited Manba Investments And Securities Private Limited Theme Infotech Private Limited Ride Choice Limited Celebrity Projects Private Limited
Special achievements:	NA	NA
Their business and financial activities:	Two-wheeler financing business	Two-wheeler financing business
Permanent Accountant Number:	AACPS0701J	ANIPS9300A

II. Declaration of the Promoter:

A declaration confirming that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the non-convertible securities are proposed to be listed, at the time of filing the draft Disclosure Documents as set out in Annexure X.

III.Credit Rating of Debenture

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

CARE has assigned "BBB+" rating to these Debentures by a letter dated July 26, 2023 Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk

The rating letter as released by CARE is enclosed as **Annexure VIII**.

IV.Listing

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

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

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

The Issuer has created the Recovery Expense Fund in accordance with the SEBI DT Circular with the BSE. In this regard, please also refer to the section on "*Creation of recovery expense fund*" under Section 7 below.

V.Issue schedule

ISSUE SCHEDULE	
Issue Opens on:	August 03, 2023
Issue Closes on:	August 03, 2023
Pay in Date	August 03, 2023
Deemed date of allotment	August 03, 2023

VI. Name, logo, addresses, website URL, email address, telephone number and contact person of the following:

Name:	Manba Finance Limited **Registered Office:** 324, Runwal Heights, L.B.S Marg, Opp. Nirmal Lifestyle, Mulund (West), Mumbai – 400080 **Corporate Office:** Manba House, Plot no.A/79, Road No.16, Wagle Estate, Thane - 400604, Maharashtra, India Telephone No: 022-6234 6666,

	Email: jai@manbafinance.com
Arrangers, if any	Not Applicable
Debenture Trustee:	**Debenture Trustee** Name: **Vardhman Trusteeship Private Limited** Address: The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 Logo: Telephone Number: 022-42648335, 8657900675, 9820024538 Email address: rushabh@vardhmantrustee.com Contact person: Mr. Rushabh Desai
Register and Transfer Agent	**Register & Transfer Agent** **Name: Purva Sharegistry (India) Pvt. Ltd.** Logo: Address: Unit No. 9, Ground Floor, Shiv Shakti Ind. Estt, J. R. Boricha Marg, Lower Parel East, Mumbai, Maharashtra 400011 Telephone Number: 022 2301 6761 Email address: busicomp@gmail.com Contact person: Deepali Dhuri
Credit Rating Agency	**Credit Rating Agency** CARE Ratings Limited **Logo:** Address: 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (E), Mumbai - 400022 Telephone Number: 022 -6754 3426 Email address: Kailash.Biswal@careedge.in Contact person: Kailash Biswal
Auditors:	Name: Venus Shah & Associates Logo: N.A. Address: 301 - B, Vikas Commercial, Bhakti Marg, Mulund (W), Mumbai – 400080 Telephone Number: 022-25620711] Email address: venus@venusshah.com Contact person: Venus .b Shah
Guarantor	Name: Mr. Manish Shah Address:3701/02, B wing Sarvoday Heights, Sarvodaya Nagar,Jain Mandir Road, Mulund (West), Mumbai - 400080 Telephone Number: +919820053755 Email address: manish@manbafinance.com Mrs. Nikita Shah Address:3701/02, B wing Sarvoday Heights, Sarvodaya Nagar,Jain Mandir Road, Mulund (West), Mumbai - 400080 Telephone Number: +919820053755 Email address: manish@manbafinance.com
Legal Counsel	**Name: Verist Law** Logo:

	Address: The Empire Business Centre, 414 Senapati Bapat Marg Lower Parel, Mumbai-400013 Telephone Number: +91-22 66907368 Contact person: Ms. Sudha Muddaiah, Partner

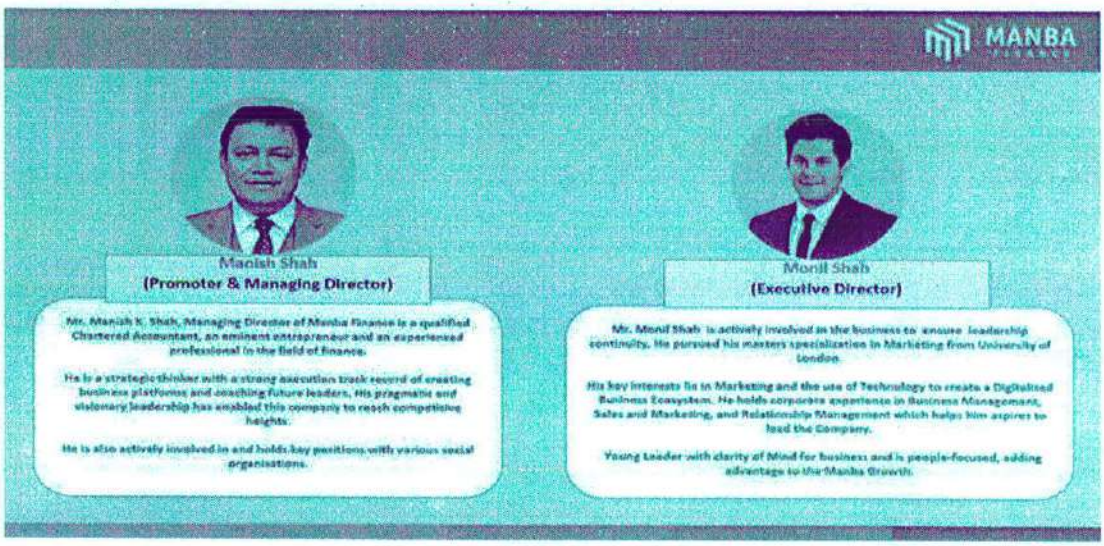
VII. About the Issuer

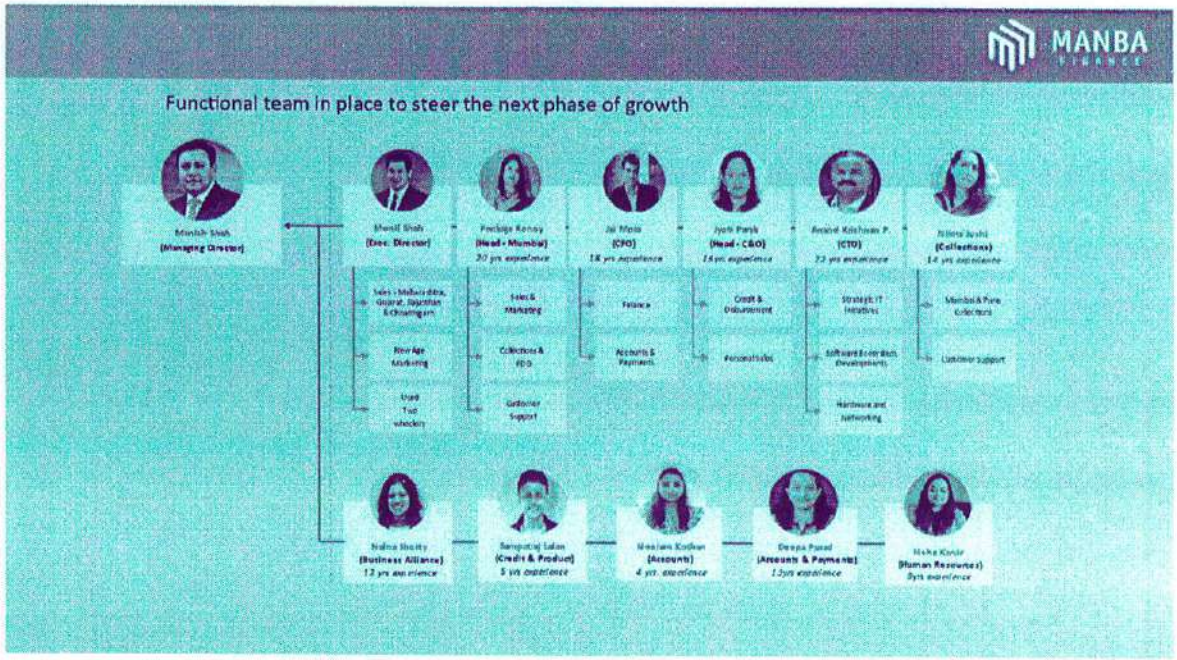
a. Overview and a brief summary of the business activities of the issuer:

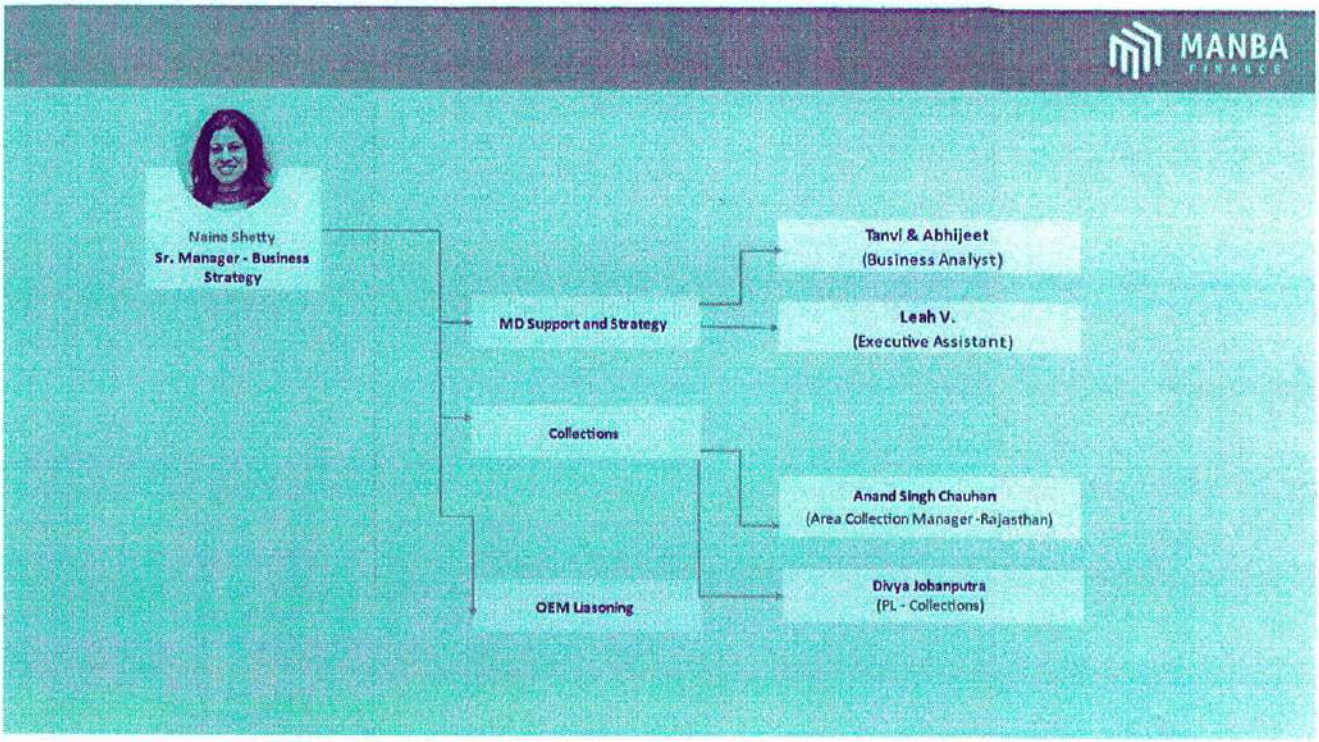
Manba Finance Ltd is a RBI registered NBFC based in Mumbai, Maharashtra. It is engaged in Two-Wheeler Financing, Used Two-Wheeler Financing . It is one of Mumbai's leading non-banking Finance companies spread across Maharashtra, Gujarat , Rajasthan and Chattisgarh.

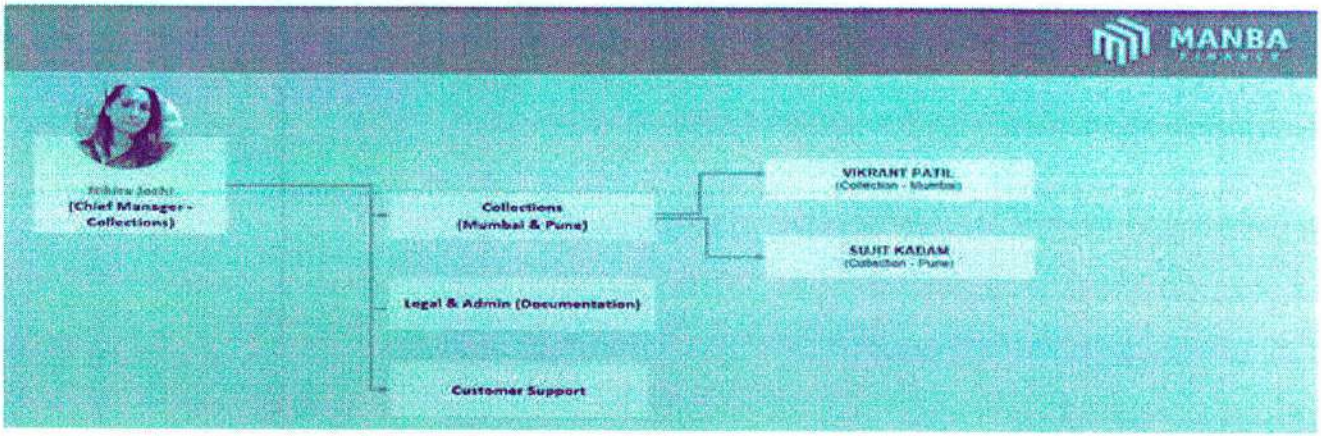
b. Structure of the group:

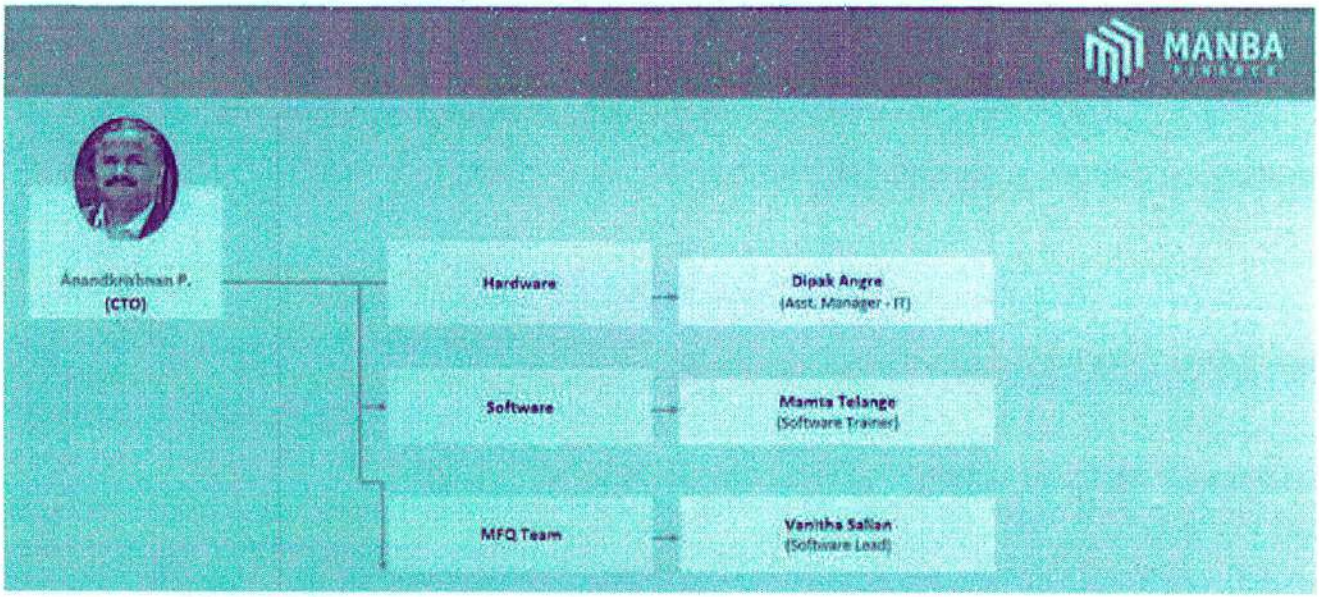
The corporate structure of the Company is given below:

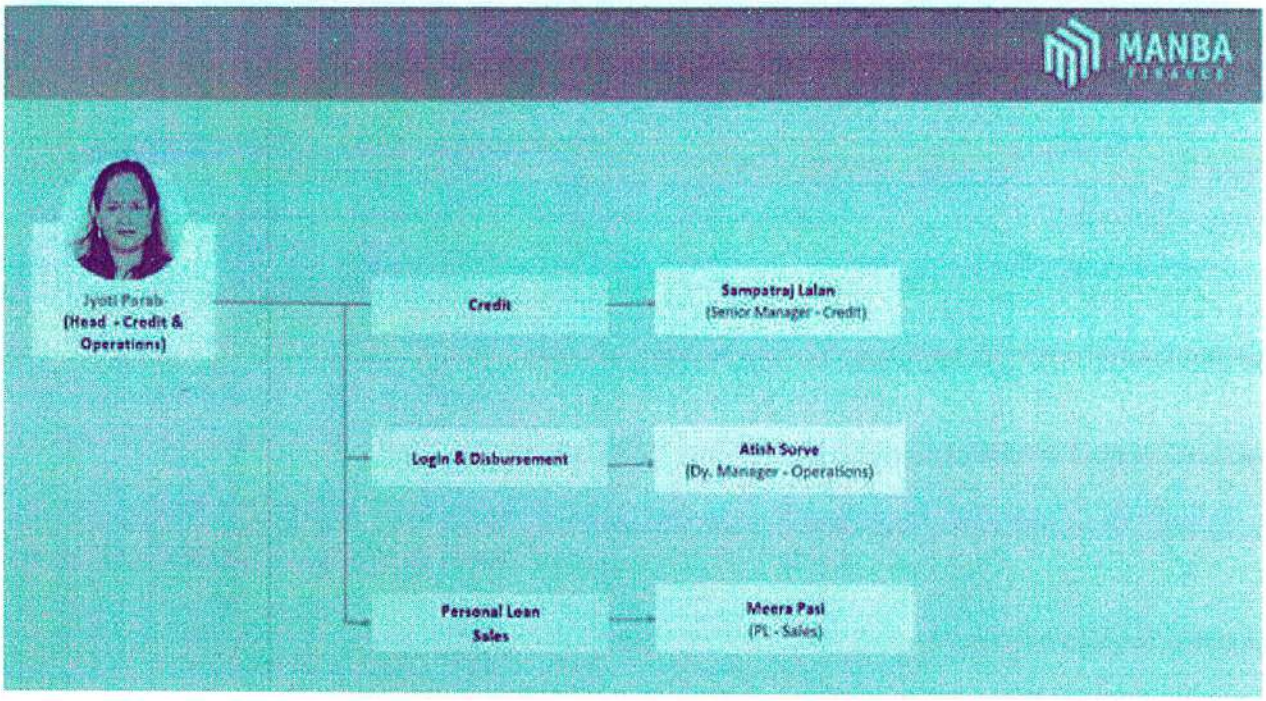


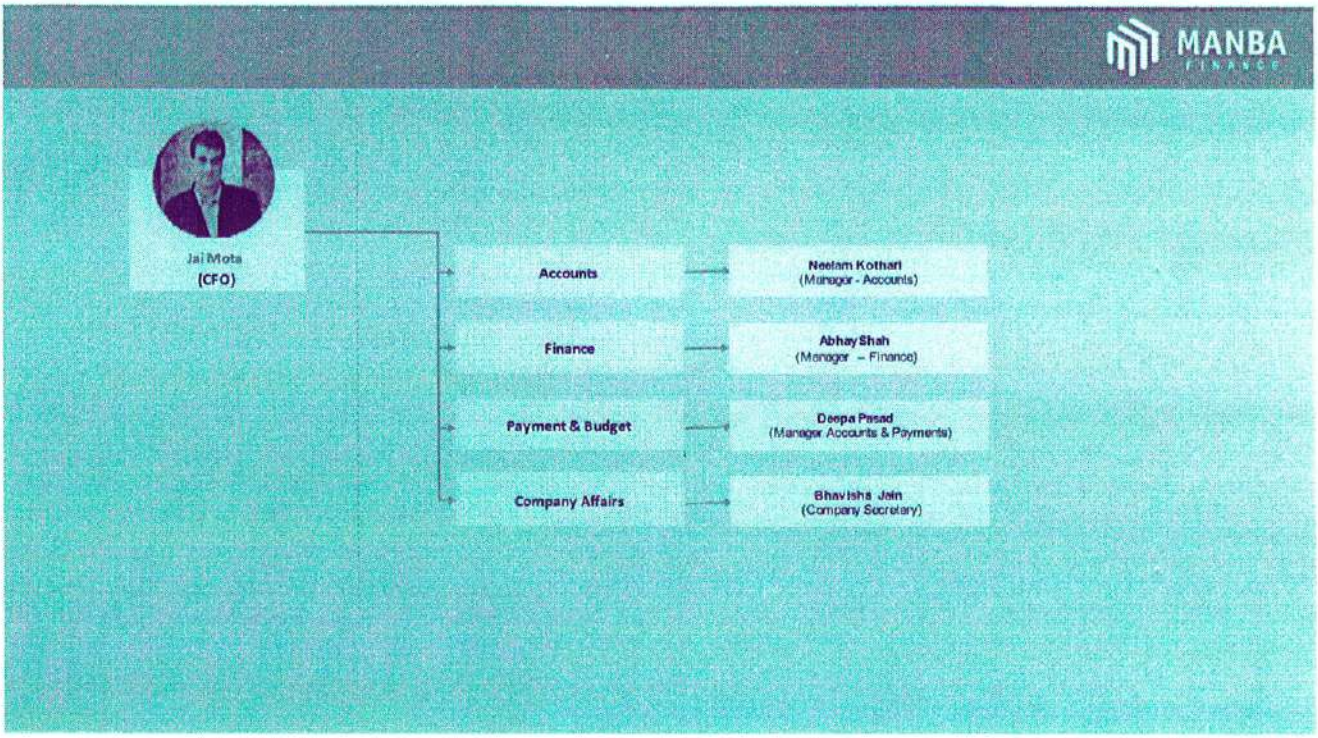


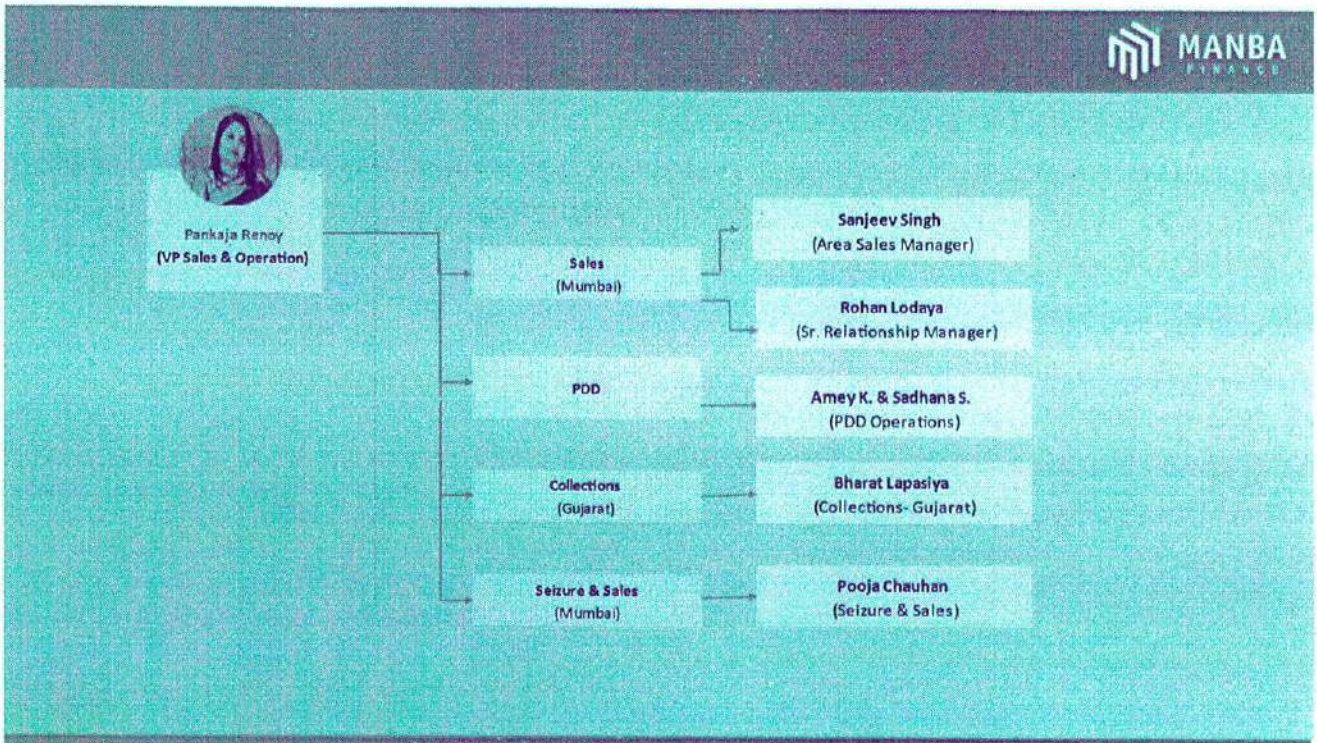

MANBA
Naina Shetty
Sr. Manager - Business Strategy
MD Support and Strategy
Tanvi & Abhijeet
(Business Analyst)
Leah V.
(Executive Assistant)
Collections
Anand Singh Chauhan
(Area Collection Manager -Rajasthan)
OEM Liasoning
Divya Jobanputra
(PL - Collections)

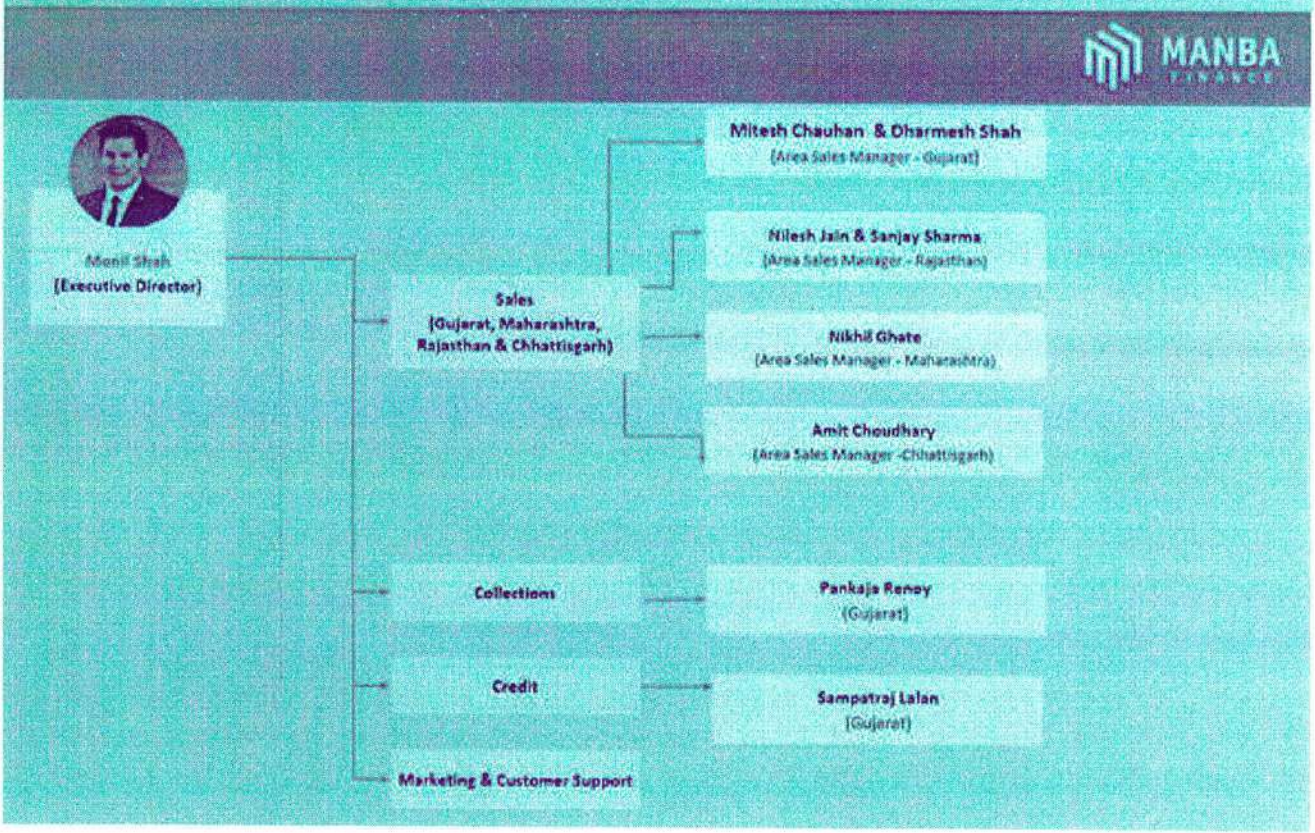

MANBA
[illegible]
(Chief Manager - Collections)
Collections
(Mumbai & Pune)
VIKRANT PATIL
(Collection - Mumbai)
SUJIT KADAM
(Collection - Pune)
Legal & Admin (Documentation)
Customer Support

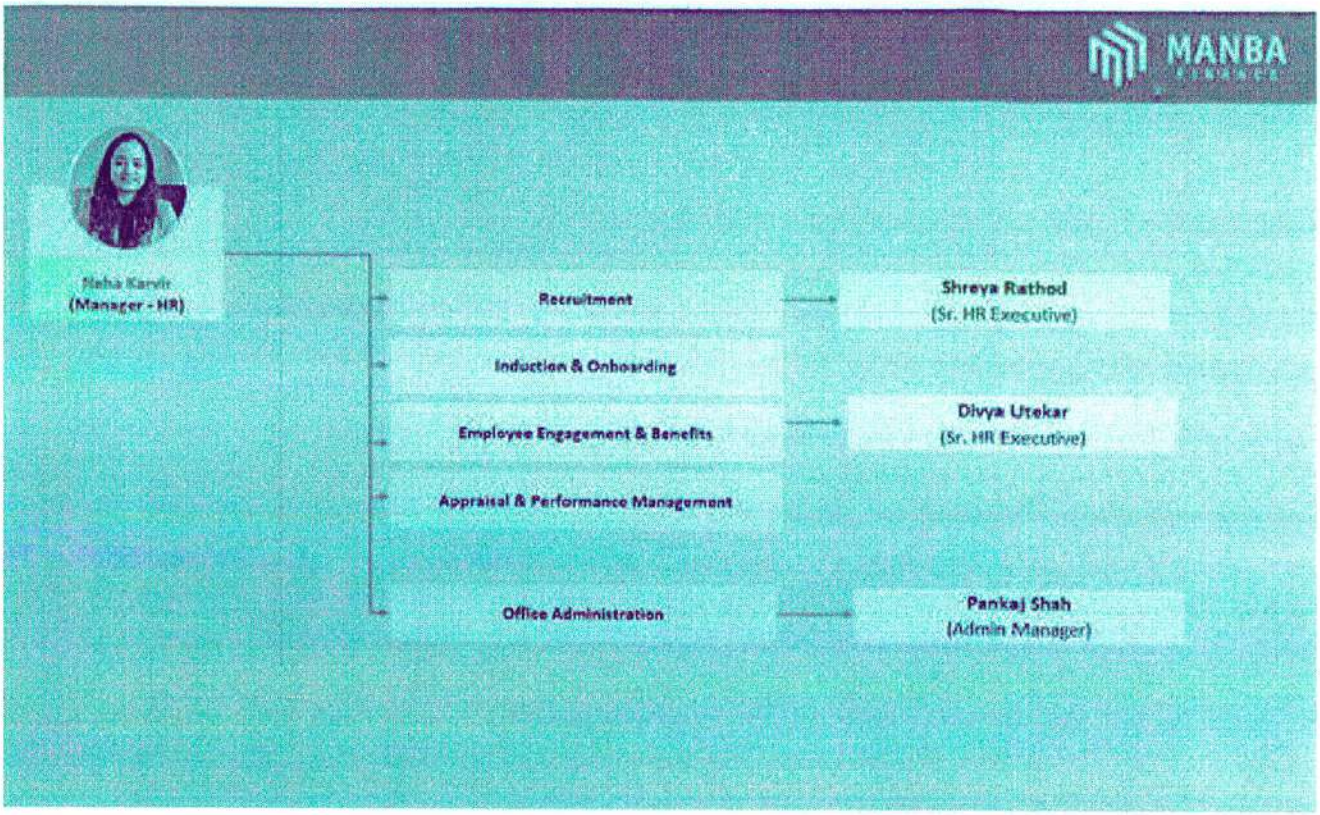

MANBA
Anandkrishnan P.
(CTO)
Hardware
Dipak Angre
(Asst. Manager - IT)
Software
Mamta Telange
(Software Trainer)
MFQ Team
Vanitha Sallan
(Software Lead)


MANBA
Jyoti Parab
(Head - Credit & Operations)
Credit
Sampatraj Lalan
(Senior Manager - Credit)
Login & Disbursement
Atish Sorve
(Dy. Manager - Operations)
Personal Loan Sales
Meera Pasi
(PL - Sales)


MANBA
FINANCE
Jai Mota
(CFO)
Accounts
Neelam Kothari
(Manager - Accounts)
Finance
Abhay Shah
(Manager – Finance)
Payment & Budget
Deepa Pasad
(Manager Accounts & Payments)
Company Affairs
Bhavisha Jain
(Company Secretary)


MANBA FINANCE
Pankaja Renoy
(VP Sales & Operation)
Sales
(Mumbai)
Sanjeev Singh
(Area Sales Manager)
Rohan Lodaya
(Sr. Relationship Manager)
PDD
Amey K. & Sadhana S.
(PDD Operations)
Collections
(Gujarat)
Bharat Lapasiya
(Collections- Gujarat)
Seizure & Sales
(Mumbai)
Pooja Chauhan
(Seizure & Sales)


MANBA FINANCE
Monil Shah
(Executive Director)
Sales
(Gujarat, Maharashtra, Rajasthan & Chhattisgarh)
Mitesh Chauhan & Dharmesh Shah
(Area Sales Manager - Gujarat)
Nilesh Jain & Sanjay Sharma
(Area Sales Manager - Rajasthan)
Nikhil Ghate
(Area Sales Manager - Maharashtra)
Amit Choudhary
(Area Sales Manager -Chhattisgarh)
Collections
Pankaja Renoy
(Gujarat)
Credit
Sampatraj Lalan
(Gujarat)
Marketing & Customer Support



Manba Finance Limited is dealing in two wheeler financing since 1996.Manba has its operations in 4 states i.e. – Maharashtra, Gujarat, Rajasthan & Chhattisgarh.

Branches	State	Branch Office
Jaipur	Rajasthan	Office no. 34, 4 floor, Trinity mall, swej farm, sodala, Jaipur-302019, Rajasthan
Chomu	Rajasthan	F-36, CrossRoad Mall, Central spine,Vidhyadhar nagar, Jaipur 302023, Rajasthan
Pune	Maharashtra	Suyog Fusion Office Number 501, Dhole Patil Road, Opp Savitribai Phule Garden, Pune 411001 Maharashtra
Satara	Maharashtra	SRV No. 24/8 B, Yashoda building, First Floor, Opposite Punjab National Bank, Godoli Taluka - Satara Dist - Satara, Pin code - 415002, Maharashtra
Shirur	Maharashtra	Survey No. 1025, Shop No. 24, 1st Floor, Mahalaxmi Trade Center, Near Vedant Hotel, Suraj Nagar, City - Shirur, Taluka - Shirur, Dist - Pune, Pin - 412210, Maharashtra
Kolhapur	Maharashtra	Revolution Bldg, Shop No - G09, C.S.No - 324Ce, Ward, Station Road, Kolhapur - 416001, Maharashtra
Sangli	Maharashtra	Sr No - 468, Aditya Sai Landmark, 1St Floor, Flat No - 107, Ram Mandir Corner, Sangli - 416416, Maharashtra
Nashik	Maharashtra	3rd Floor, Trinity Buildcon, Besides Jairam Glass Shop, Tidke Colony, Nashik 422002 Maharashtra
Jalgaon	Maharashtra	Plot no 24, Saprem Building, Above Shri siddhivinayk Land developers, Opposite Hanuman Temple, Ring road, Jalgaon, Land mark Lalit kala bhawan, Pincode-425001, Maharashtra
Ahmedabad	Gujarat	621, 6Th Floor, Iscon Emporio, Nr. Star Bazar, Jodhpur Road, Satellite Ahmedabad - 380015, Gujarat
Mehsana	Gujarat	F-13, First Floor, Pramukh Enclave, Opp. Star Line Showroom, Nagalpur HighWay, Mahesana. 384002, Gujarat

Patan	Gujarat	1st Floor, Vrundravan Complex, Above Hdfc Bank , T.B Cross Road, Patan - 384265, Gujarat
Nadiad	Gujarat	Office No 303 3rd Floor City Centre , Nadiad Gujarat Nr Paras Cinema, Ipkowala Hall 8866899097-387001, Gujarat
Anand	Gujarat	Office No 5 2nd Floor Ganesh Shoping Center. Nr Ganesh Chowkdi Anand 388001, Gujarat
Vadodara	Gujarat	Office Number- 1004, 10Th Floor Signet Hub Complex, Near Akshar Chowk Bridge, Old Padra Road Vadodara-390012, Gujarat
Vapi	Gujarat	Office No 213,2nd Floor,Sai Complex,GIDC Char Rasta,N H No 8,Above Giriraj Hotel, Vapi-396191, Gujarat
Rajkot	Gujarat	7th Floor, Office No. 705, Aalap B, Limda Chowk M, Opp. Shastri Maidan, Rajkot, Gujarat
Surat	Gujarat	Office No.1101, 11Th Floor, Valentina Business Hub, Nr.Shell Petrol Pump, L.P.Savani Road, Adajan, Surat 395009, Gujarat
Raipur	Chhattisgarh	Shop No. -214, Spark Plaza, Hotel Lal Bagh Inn, In front of Airtel Office, Behind Hotel Kingsway, Telibandha, Raipur - CG, 492001, Chhattisgarh

c. A brief summary of the business activities of the subsidiaries of the issuer: NIL

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

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

Not Applicable

f. Financial Information

a. A columnar representation of 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 should be audited and certified by the statutory auditor(s) who holds a valid certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India ("**ICAI**").

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

Balance Sheet			
			(Rs. In Lakhs)
Particulars	**As at 31-Mar-23**	**As at 31-Mar-22**	**As at 31-Mar-21**
	(Audited)	**(Audited)**	**(Audited)**
Assets			
Financial assets			
Cash and cash equivalents	6,237.99	3,198.39	453.93

Bank balance other than cash and cash equivalents	4,624.53	1,805.57	921.53
Loans	62,331.61	48,267.35	47,779.59
Investments	1,835.99	8.04	5
Other financial assets	933.03	1,080.45	1,535.38
	75,963.15	**54,359.80**	**50,695.43**
Non-Financial assets			
Current tax assets (net)	165.72	287.36	124.5
Deferred tax assets (net)	147.21	202.25	161.37
Property, plant and equipment	970.13	1,131.97	1,217.69
Intangible Assets	79.84	53.79	103.05
Right to use assets	1117.85	92.8	261.3
Other Non-Financial assets	465.02	304.12	230.49
	2,945.77	2,072.29	2,098.40
	78,908.92	**56,432.09**	**52,793.83**
Liabilities and equity			
Liabilities			
Financial liabilities			
Trade payables			
- total outstanding dues of micro enterprises and small enterprises		-	-
- total outstanding dues of creditors other than micro enterprises and small enterprises	1,148.28	1,439.24	401.69
Debt securities	2,656.93	1,499.92	3,833.33
Borrowings (other than debt securities)	56,936.08	37,939.81	33,744.91
Lease liabilities	1,166.71	104.42	281.14
Other financial liabilities	94.8	59.02	126.93
	62,002.80	**41,042.41**	**38,388.00**

Non-financial liabilities			
Current tax liabilities (net)	-	-	-
Provision	111.08	88.56	59.68
Deferred tax liabilities (net)	-	-	-
Other non-financial liabilities	115.93	58.16	53.3
	227.01	**146.72**	**112.98**
Equity			
Equity share capital	1,255.65	1,255.65	1,255.65
Other equity	15,423.46	13,987.30	13,037.20
	16,679.11	**15,242.95**	**14,292.85**
	78,908.92	**56,432.08**	**52,793.83**

Profit & Loss Accounts

Particulars	For the Year ended 31st March, 2023	For the Year ended 31st March, 2022	For the Year ended 31st March, 2021
Revenue from operations			
Interest income	12,496.17	9,397.99	9,631.95
Other operating income	442.32	1,066.58	813.59
Total revenue from operations	12,938.49	10,464.57	10,445.54
Other income	446.40	237.87	142.20
Total Income	13,384.89	10,702.44	10,587.74
Expenses			
Finance costs	5,661.89	4,658.59	5,104.57
Impairment on financial instruments	481.75	282.22	245.51
Employee benefit expense	2,799.86	2,287.14	1,892.59
Depreciation, amortization and impairment	444.64	379.24	362.81
Other expenses	1,894.91	1,892.95	1,776.00

Total expenses	11,283.05	9,500.14	9,381.48
Profit before taxes	2,101.84	1,202.30	1,206.26
Tax expenses			
- Current tax	528.99	302.60	379.90
- Deferred tax	51.42	-43.27	-80.62
	580.42	259.33	299.28
Profit for the year	1,521.42	942.97	906.98
Other comprehensive income			
Items that will not be reclassified to profit or loss			
(i) Re-measurement gains / (losses) on defined benefit plans	14.39	6.47	21.34
(ii) Income tax impact	-3.62	-1.63	-5.37
(iii) Gain on fair value of equity instruments	-	3.04	-
(iv) Income tax impact	-	-0.77	-
Other comprehensive income for the year	10.77	7.11	15.97
Total comprehensive income for the year			
(comprising profit and other comprehensive income for the year)	1,532.19	950.08	922.95
Earnings per equity shares (face value - ₹ 10 per equity share)			
Basic	12.12	7.51	7.22
Diluted	12.12	7.51	7.22

Particulars	For the Year ended 31st March, 2023	For the Year ended 31st March, 2022	For the Year ended 31st March, 2021
A. CASH FLOW FROM OPERATING ACTIVITIES			

Net Profit before Tax & Extraordinary items	2,101.84	1,202.31	1,206.25
Adjustments for:			
(+)Depreciation	199.95	203.31	187.88
(+) Gratuity Provision	36.91	35.34	56.47
(+)Interest paid to Banks and Financial Institutions	5,661.89	4,658.59	5,104.57
(-)Profit on sale of fixed assets	-	-	-0.99
(-)Other Income	-96.03	-	-
(-) Profit on sale of investment	-	-	-9.89
(-) Profit on valuation of investment	-	3.04	-
Subtotal	7,904.56	6,102.59	6,544.29
(-)Dividend Received	-	-	-
(-)Income Tax Paid	528.99	302.6	379.9
Operating Profit before Working Capital Changes	7,375.57	5,799.99	6,164.39
(Increase)/Decrease in Current Assets	-916.89	386.98	3,945.28
(Increase)/(Decrease) in Current Liabilities & Trade Payables	864.87	797.76	-213.83
(Increase) /Decrease in Loans given	-14,064.26	-487.76	-2,624.83
Net Cash Flow from Operating activities	-6,740.71	6,496.97	7,271.01
B. CASH FLOW FROM INVESTING ACTIVITIES			
Purchase of Fixed Asset	-68.18	-69.82	-132.1
Sale of fixed assets	4.03	1.53	2.84
Purchase of Investments	-1,827.95	-3.04	-640.3
Sales of Investments	-	-	650.19
Other Income	-	-	-
Net Cash used in investing activities	-1,892.10	-71.33	-119.37

C. CASH FLOW FROM FINANCING ACTIVITIES			
Interest paid to Banks and Financial Institutions	-5,661.89	-4,658.59	-5,104.57
Proceeds from issue of shares	-	-	-
Proceeds from/(repayment of) Borrowing	20,153.28	1,861.48	-1,752.49
Loans and Advances Given	-	-	-
Net Cash from Financing Activities	14,491.39	-2,797.11	-6,857.06
Net increase/ (Decrease) in cash and cash equivalents (A+B+C)	5,858.58	3,628.53	294.58
Cash and cash equivalents at the beginning of the year	5,003.93	1,375.43	1,080.88
Cash and cash equivalents at the close of the year	10,862.53	5,003.96	1,375.46

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

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

   i. The issue is made on the EBP platform irrespective of the issue size; and
   ii. ii. The issue is open for subscription only to Qualified Institutional Buyers.

Not applicable

d. The above financial statements shall be accompanied with the Auditor's Report along with the requisite schedules, footnotes, summary etc.

g. Information Key Operational and Financial Parameters on a consolidated basis and standalone basis

A brief overview of the financial performance of the Issuer for post three years is given below:

Standalone Basis

Parameters	FY2020-21 (In Crores)	FY2021-22 (In Crores)	FY2022-23 (In Crores)
	(Audited)	(Audited)	(Audited)

Balance Sheet			
Net Fixed assets	15.82	12.79	21.66
Current assets	13.75	50.04	108.61
Non-current assets	498.36	501.50	658.81
Total assets	**527.94**	**564.32**	**789.08**
Non-current liabilities (including maturities of long-term borrowings and short-term borrowings)	375.78	394.4	595.92
Provisions Deferred tax liabilities (net)			
Current liabilities (including maturities of long-term borrowings and short-term borrowings)	2.81	1.04	12.62
Financial (borrowings, trade payables, and other financial liabilities)	5.29	14.99	11.48
Other non-current liabilities	1.13	1.46	2.27
Equity (equity and other equity)	142.9285	152.43	166.79
Total equity and liabilities	**527.94**	**564.32**	**789.08**
Profit and Loss			
Total Revenue	105.88	107.02	133.85
From Operations	104.46	104.65	129.38
Other Income	1.42	2.38	4.46
Total Expenses	93.81	95	112.83
Total comprehensive income			
Profit/loss Deb			
Other Comprehensive income t (including securitisation transactions)	15.97	7.11	10.77
Profit/Loss after tax	9.07	9.43	15.32
Earnings per equity share: (a) basic; and	(a) 7.22 (b) 7.22	(a) 7.51 (b) 7.51	12.12 12.12

(b) diluted Continuing operations Discontinued operations Total Continuing and discontinued operations			
Cash Flow			
Net cash generated from operating activities	72.71	64.97	-124.02
Net cash used in / generated from investing activities	-1.19	0.71	-1.89
Net cash used in financing activities Cash and cash equivalents	68.57	-27.97	20.15
Balance as per statement of cash flows	13.75	50.04	10.82
Additional Information			
Net Worth	142.93	152.43	166.79
Cash and Cash Equivalents	4.54	31.98	108.61
Current Investments	0.05	0.08	0.08
Assets Under Management	531.05	495.82	633.68
Owned Booked	502.17	454.73	504.90
Off Balance Sheet Assets	28.88	41.09	128.78
Total Debts to Total assets	1.01	0.88	0.76
Debt Service Coverage Ratios	NA	NA	NA
Interest Income	96.32	93.98	124.96
Interest Service Coverage Ratio	-	-	-
Interest Expense	51.05	46.59	52.53
Provisioning & Write-offs	2.46	2.97	2.46
Bad Debts to Account Receivable Ratio			
Gross NPA (%)	2.45%	4.94%	3.74%
Net NPA (%)	2.43%	4.30%	3.14%
Tier I Capital Adequacy Ratio (%)	31.84%	33.52%	33.03%
Tier II Capital Adequacy Ratio (%)	31.84%	33.52%	33.03%

h. Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability. As Given Below.

Nature of Liability	As at March 2023 (in lakhs)	As at March 2022 (in lakhs)
Claims against the Company not acknowledged as debt a) Service Tax related matters (net of provision) b) Income Tax related matters	NA	NA

i. **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**
NA

VIII. BRIEF HISTORY OF THE ISSUER

i. Capital Structure

The capital structure of the Company as on last quarter ended on 30 June 2023 for the preceding three financial years and current financial year:

Share Capital	Rs.
Authorised share capital:	
i. 1,49,00,000 equity shares of Rs. 10 each,	14,90,00,000
ii. 1,00,000 preference shares of Rs 10 each	10,00,000
Total authorized share capital	15,00,00,000
Issued, subscribed and fully paid-up share capital:	
i. 12556470 equity shares of Rs. 10 each,	12,55,64,700
ii. **Total issued, subscribed and fully paid-up share capital:**	12,55,64,700

ii. Change in Capital Structure

Change in the capital structure as on last quarter ended on 30 June 2023, for the preceding three financial years and current financial year:

Date (AGM / EGM/BM)	Existing	Revised	Remark
25-02-2020	10,00,00,000	15,00,00,000	Change in Authorised Capital
31-03-2022	94,39,135	1,25,56,470	Change in Issued Capital through bonus and right issue

iii. History of Equity & Preference Share Capital

Equity & Preference Share Capital History of the Company as on last quarter ended on 30 June 2023, for the preceding three financial years and current financial year:

Date of Allotment	Name of Investor	Type	No of Shares	Consideration
31.03.2020	Manish K. Shah	Equity Shares	2186616	21866160
31.03.2020	Nikita M. Shah	Equity Shares	1668090	16680900
31.03.2020	Manish Kirit Shah (HUF)	Equity Shares	738282	7382820
31.03.2020	Mansi M. Shah	Equity Shares	1800	18000

31.03.2020	Monil M. Shah	Equity Shares	598183	5981830
31.03.2020	MISPL	Equity Shares	4635346	46353460
31.03.2020	Avalon Advisory and Conultant Services Private Limited	Equity Shares	831900	8319000
31.03.2020	Manba Fincorp Pvt. Ltd.	Equity Shares	695902	6959020
31.03.2020	Manba Infotech LLP	Equity Shares	1200351	12003510

iv. **Amalgamation/ Acquisition**

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

v. **Reorganization or Reconstruction**

Details of any Reorganization or Reconstruction in the last 1 year: **Not Applicable**

vi. **Details Of The Shareholding Of The Company As On The Latest Quarter End**

Details of the shareholding of the Company as at the latest quarter end, i.e., 31st March, 2023:-

Sl.	Name of shareholder	Total no of equity shares	Percentage (%) of holding
1	Manish K. Shah	2186616	17.41
2	Nikita M. Shah	1668090	13.28
3	Manish Kirit Shah (HUF)	738282	5.88
4	Mansi M. Shah	1800	0.01
5	Monil M. Shah	598183	4.76
6	MISPL	4635346	36.92
7	Avalon Advisory and Consultant Services Private Limited	831900	6.63
8	Manba Fincorp Pvt. Ltd.	695902	5.54
9	Manba Infotech LLP	1200351	9.56
	TOTAL	**125564700**	100.00

vii. **Top 10 shareholders of the Company**

The list of top 10 holders of equity shares of the Company as on the latest quarter ended 31st March, 2023;

A. **Equity Shares**

Sr.No.	Particulars	Total Number of Equity Shares	Number of shares held in Dematerialized Form	Total Shareholding as a % of total no. of equity shares
01	Manish K. Shah	2186616	2186616	17.41
02	Nikita M. Shah	1668090	1668090	13.28
03	Manish Kirit Shah (HUF)	738282	738282	5.88
04	Mansi M. Shah	1800	1800	0.01
05	Monil M. Shah	598183	598183	4.76
06	MISPL	4635346	4635346	36.92
07	Avalon Advisory and Conultant Services Private Limited.	831900	831900	6.63

08	Manba Fincorp Pvt. Ltd.	695902	695902	5.54
09	Manba Infotech LLP	1200351	1200351	9.56
	Total:	**12556470**	**12556470**	**100**

(a) DIRECTORS OF THE COMPANY

i. The details of the current directors of the Company is given below:

S. No	Name of the Director	Designation	DIN	Address	Occupation
1	Kirit M. Shah	Chairman	00979608	3701/02, Sarvodaya Heights, Jain Mandir Road, Sarvoday Nagar, Mulund (West), Mumbai – 400080	Business man
2	Manish K. Shah	Managing Director	00979854	3701/02, Sarvodaya Heights, Jain Mandir Road, Sarvoday Nagar, Mulund (West), Mumbai – 400080	Business man
3	Nikita M. Shah	Director	00171306	3701/02, Sarvodaya Heights, Jain Mandir Road, Sarvoday Nagar, Mulund (West), Mumbai – 400080	Business woman
4	Monil M. Shah	Director	07054772	3701/02, Sarvodaya Heights, Jain Mandir Road, Sarvoday Nagar, Mulund (West), Mumbai – 400080	Business man
5	Jay K. Mota	Director	03105256	B-505, Vaishali Tower, B R Road, Vaishali Nagar , Mulund (West), Mumbai - 400080	Service
6	Anshu Shrivastava	Independent Director	06594455	E/704, GRACE, VASANT OSCAR, LBS MARG, MULUND WEST MUMBAI	Business man
7	Abhinav Sharma	Independent Director	07641980	H.No 3022, 1st floor, Qaziwara, S.S.A grounds, Kucha Neel kanth, Darya Ganja, Central Delhi, Delhi - 110002	Business man

ii. Change in directors

The details of change in directors in the preceding three financial years and current financial year:-

Name	Designation	DIN	Date of Appointment/ Resignation	Director of the Company since (in case of resignation)	Remarks
1.	Jay Mota	03105256	13-02-2023	NA	Executive Director

iii. 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)

a. 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;
NA

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

c. Full particulars of the nature and extent of interest, if any, of every director: NA
   i. in the promotion of the issuer company; or
   NA

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

e. 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

iv. Contribution being made by the directors as part of the offer or separately in furtherance of such objects.
NA

v. 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.
NA

(b) AUDITORS OF THE COMPANY

i. Current auditor

The details of the auditors of the Company:

Name	Address	Date of Appointment
Venus Shah & Associates	301 - B, Vikas Commercial, Bhakti Marg, Mulund (W), Mumbai – 400080	10-12-2022

ii. Details of change in auditors:

Details of change in auditor for preceding three financial years and current financial year:- NA

Name	Address	Date of Appointment/ Resignation	Auditor of the Company since (in case of resignation)	Remarks
ATMS Co and LLP	201, 2nd Floor, Lotus Park,	**30-11-2022**	**2016**	**NA**

	Opp. petrol Pump, Rd No 16, Wagle Estate, Thane			

(c) DETAILS OF THE BORROWING OF THE COMPANY AS ON THE LATEST QUARTER END

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e 31st March, 2023, or if available, a later date:

i. **Secured Loan Facilities**

Lender's Name	Type of facility and currency	Sanction Amount (in Rs Lakhs)	Outstanding Principal Amount (in Rs. Lakhs)	Repayment date	Security	Credit Rating, if applicable	Asset Classification
Bank of Baroda	Secured - NCD	10	1.66	07/08/2023	25% Pari passu charge over portfolio receivables along with collateral security	NCD	Two wheeler loan receviable
Northern Arc Investments	Secured - NCD	20	10	03/05/2023	1.15 times First & exclusive charge	NCD	Two wheeler loan receviable
Edge Credit Opportunities Fund	Secured - NCD	15	15	23/09/2025	1.10 times First & exclusive charge	NCD -1	Two wheeler loan receviable
Indian Overseas Bank	CC	20	18.51	06/09/2023	25% Pari passu charge over portfolio receivables along with collateral security	CC	Two wheeler loan receviable
AU small finance bank	CC	3.75	3.31	04/10/2023	1.10 times First & exclusive charge	CC	Two wheeler loan receviable
Bank of Baroda	CC	26.5	24.98	03/11/2023	25% Pari passu charge over portfolio receivables along with collateral security	CC	Two wheeler loan receviable

A. K. Capital Finance Limited	Secured TL	15	8.75	27/05/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Ambit Finvest	Secured TL	10	1.7	29/03/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Ambit Finvest	Secured TL	5	4.53	20/01/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Capital Small Finance Bank	Secured TL	10	5.19	22/07/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Cholamandalam Investment and Finance Company Ltd	Secured TL	10	3.55	18/08/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Cholamandalam Investment and Finance Company Ltd	Secured TL	4.21	3.57	18/05/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Hinduja Leyland Finance	Secured TL	15	2.88	26/09/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Hinduja Leyland Finance	Secured TL	20	2.39	30/05/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Hinduja Leyland Finance	Secured TL	15	15	21/09/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
IDFC First Bank	Secured TL	30	23.18	28/03/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
IDFC First Bank	Secured TL	30	6	16/10/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Incred Financial Services Ltd	Secured TL	10	0.61	20/03/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Incred Financial Services Ltd	Secured TL	5	2.87	25/03/2024	1.10 times First &	TL	Two wheeler

					exclusive charge		loan receviable
Incred Financial Services Ltd	Secured TL	6.5	5.27	04/10/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Jana Small Finance Bank	Secured TL	30	25.62	23/03/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Mahindra Finance Ltd	Secured TL	15	12.36	28/02/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Manappuram Finance Ltd	Secured TL	20	17.17	20/09/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Manappuram Finance Ltd	Secured TL	15	15	25/03/2026	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
MAS Financial Services Ltd	Secured TL	10	4.17	28/06/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
MAS Financial Services Ltd	Secured TL	5	3.75	28/06/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
MAS Financial Services Ltd	Secured TL	5	4.16	01/09/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
MAS Financial Services Ltd	Secured TL	3	2.75	21/12/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Muthoot Capital Service Ltd	Secured TL	10	10	31/03/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Muthoot Finance Ltd	Secured TL	5	4.17	03/11/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Muthoot Finance Ltd	Secured TL	10	7.5	05/09/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Muthoot Money Ltd	Secured TL	7	7	15/09/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable

Muthoot Vehicle and Asset Finance Ltd	Secured TL	5	3.33	03/11/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
NABSAMR UDDHI Finance Limited (NABSAM)	Secured TL	8	8	24/03/2026	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
NABSAMR UDDHI Finance Limited (NABSAM)	Secured TL	2	2	24/03/2026	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	10	1.72	27/07/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	15	5.28	22/02/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	10	4.69	18/06/2024	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	10	1.23	03/05/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	15	6.3	30/09/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	10	5.17	09/09/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	15	9.01	29/09/2023	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	20	15.28	29/11/2023	1.15 times First & exclusive charge	TL	Two wheeler loan receviable
Northern Arc Capital Ltd	Secured TL	15	15	16/03/2025	1.15 times First & exclusive charge	TL	Two wheeler loan receviable
State Bank of Mauritius (SBM)	Secured TL	20	20	02/08/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable

State Bank of India (SBI)	Secured TL	50	41.05	25/03/2026	1.25 times First & exclusive charge	TL	Two wheeler loan receviable
STCI Finance Ltd	Secured TL	20	18.33	27/12/2025	1.10 times First & exclusive charge	TL	Two wheeler loan receviable
Sundaram Finance Ltd	Secured TL	20	10.75	09/06/2024	15.00% First & exclusive charge	TL	Two wheeler loan receviable
Utkarsh Small Finance Bank	Secured TL	12	7.2	22/09/2024	1.13 times First & exclusive charge	TL	Two wheeler loan receviable
Utkarsh Small Finance Bank	Secured TL	17.5	17.5	21/09/2025	1.13 times First & exclusive charge	TL	Two wheeler loan receviable
Utkarsh Small Finance Bank	Secured TL	25	4.17	25/08/2023	1.13 times First & exclusive charge	TL	Two wheeler loan receviable
Federal Bank- CAR Loan	Secured-Car loan	0.6	0.37	09/01/2025	Car	CL	Two wheeler loan receviable
ICICI Bank	PTC	13.17	0.1	06/04/2023	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	17.73	3.17	29/08/2023	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	12	2.15	28/07/2023	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	12.01	5.51	02/02/2024	First & exclusive charge	TL	Two wheeler loan receviable
Sundaram Finance Limited	PTC	19.85	11.03	30/03/2024	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	10.5	6.04	28/02/2024	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	12.1	8.03	29/05/2024	First & exclusive charge	TL	Two wheeler

							loan receviable
Kogta Finance	PTC	15.29	10.57	23/05/2024	First & exclusive charge	TL	Two wheeler loan receviable
MAS Finance	PTC	9.53	6.65	29/03/2024	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	22.49	20.37	26/10/2024	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	11.71	11.19	30/11/2024	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	18.66	18.66	27/11/2024	First & exclusive charge	TL	Two wheeler loan receviable
ICICI Bank	PTC	16.54	16.54	24/11/2024	First & exclusive charge	TL	Two wheeler loan receviable
MAS Finance	PTC	9.28	8.77	31/07/2024	First & exclusive charge	TL	Two wheeler loan receviable

ii. **Details of Unsecured Loan**

Lender's Name	Type of facility	Sanction Amount (in Rs. Lakhs)	Outstanding Principal Amount (in Rs. Lakhs)	Repayment date or Schedule	Credit Rating, if applicable
NA	NA	NA	NA	NA	NA

iii. **Details of outstanding non-convertible securities in the following format:**

Debenture Series	Tenor	Amount	Date of Allotment	Redemption Date	Credit Rating	Secured / Unsecured	Security
Bank of Baroda	36	1.66	07/08/2020	07/08/2023	CARE BBB+ Stable	Secured -NCD	25% Pari passu charge over portfolio receivables along with collateral security

Northern Arc Investments	6	10.00	03/11/2022	03/05/2023	IND A2	Secured -NCD	1.15 times First & exclusive charge
Edge Credit Opportunities Fund	32	15.00	23/01/2023	23/09/2025	Acuite A-	Secured -NCD	1.10 times First & exclusive charge

iv. Details of commercial paper issuances as at the end of the last quarter in the following format

Series Of NCD	Tenor / Period Of Maturity	Coupon	Amount	Date Of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security	Other Details Viz Details Of Issuin And Paying Agent, Details O Credit Rating Agencies
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

v. List of Top 10 ten holders of non-convertible securities in terms of value (on a cumulative basis):

Sr. No	Name of Holders	Category of holder	Face value of holding	Holding as a % of total outstanding non-convertible securities of the issuer
1	Bank of Baroda	Bank	10 lakh	25% Pari passu charge over portfolio receivables along with collateral security
2	Northern Arc Investments	Financial institution	10 lakh	1.15 times First & exclusive charge
3	Edge Credit Opportunities Fund	Financial institution	1 lakh	1.10 times First & exclusive charge

vi. List of Top 10 holders of Commercial Paper in terms of value (in cumulative basis)

Sr. No	Name of Debenture Holders	Category of holder	Face value of holding	Holding as a % of total commercial paper outstanding of the issuer
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

vii. Other Borrowings

Details of bank fund based facilities/ Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions of financial creditors as on 31ST March, 2023 :

viii. Other outstanding borrowing (other than in cash): NIL

i. The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: in whole or part,

ii. **at a premium or discount, or**

iii. **in pursuance of an option or not:**

ix. **Non-Banking Finance Company/ Housing Finance Company to make the following disclosures on Asset Liability Management 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 in the last three years by NBFC:**

(i) Lending Policy: Should contain overview of origination, risk management, monitoring and collections;

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

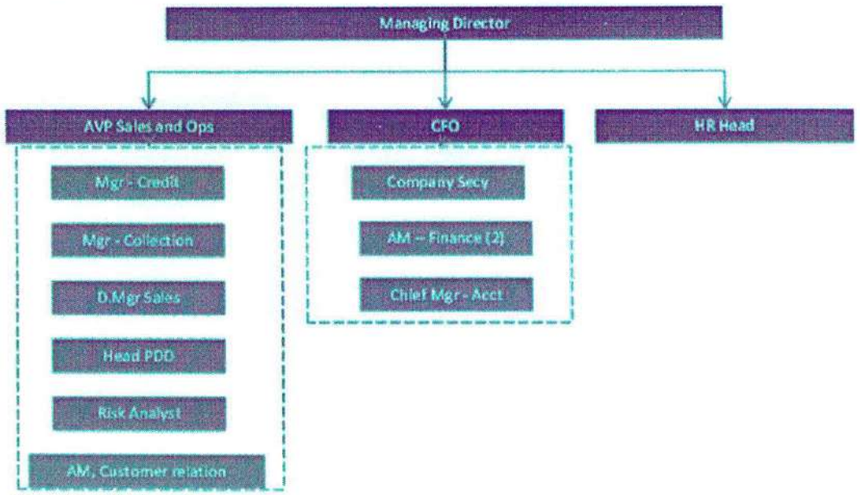
1. Introduction

Operational Overview

Operational Snapshot:

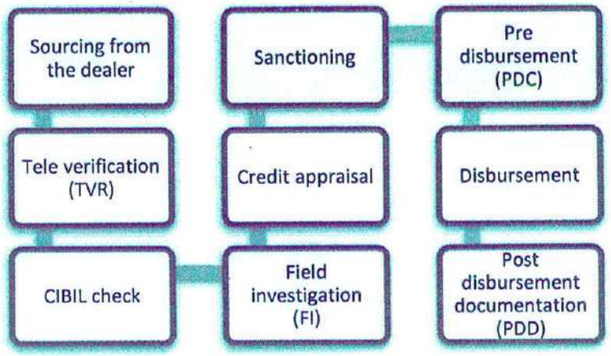
Particulars	**As on March 2023**
Active Clients	115147
Total No. of Branches	55
Total Portfolio including Securitisation (Rs. Crores)	633.68
Total States	4

Organization Structure:



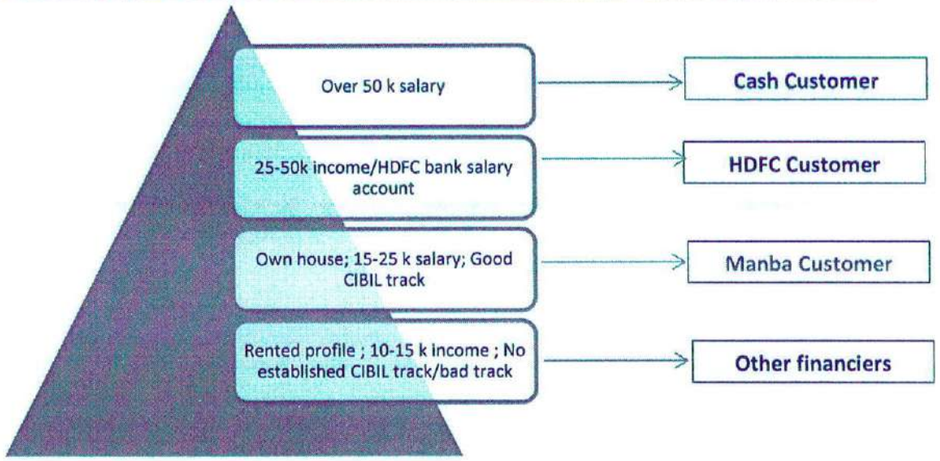
Operational Methodology:

Origination Process:



Customer of Manba

Income range	15k-25k
Salaried/Self employed	Mix of both; 40% salaried and 60% self employed
Residence	Owns a house in outskirts of Mumbai. For example in case of Thane dealers, customers from 10 km around Thane will be visiting Manba.
Typical profiles (Sample)	Plumber, electrician, kirana shop owners, field executive in sales roles
Age of customer	21 to 62 years



Manba credit filter



Lead generation process MBOs	Given the strong relationship with the MBOs, field executives don't sit out of the dealer location. Over 90% of the cases flow directly to Manba in case of exclusive partnership and over 30% in case of non-exclusive partnerships
Authorized dealers	The company has one field executive present in every authorized dealer location. Manba commands a 10-15% wallet share with ADs. Cases are shared with Manba depending on the profile/IRR/LTV/credit policy fit.For example a 19-20% IRR (excl fee) customer might only be suitable to a HDFC Bank whereas a 95% weak profile case might suit only an aggressive lender

Login

Key steps in login process:

- Customer walks in to the dealer location
- Dealer collects the filled in loan application form and PAN card copy from the customer
- Dealer sends the loan application form and PAN copy over email to the login team at HO

PAN card is the most preferred KYC proof which the entity asks for at this stage as PAN number is easily verifiable online. Currently, in 90% of the cases the customers submit the PAN copies.

In addition to the copy of the PAN card, the company also collects at least one other KYC proof as address proof which can be submitted by the customer at a later point in time before the disbursement.

The loan application form is the standard template which the dealer maintains at his end for all financiers. It also captures the details of two references of the customer. At the time field investigation, the FI team will cross check the customer details with the reference contact person.

Tele-verification (TVR)

Key actions undertaken by the login/TVR team:

- Create a new customer id in the MIS
- Run de-dupe check based on KYC id number, name and region to see if the customer has already taken a loan from Manba. If yes, then the track record of the previous loan along with tenure, vehicle type and overall outstanding is checked for
- Online verification of the PAN number
- Input the details of the customer in the MIS based on the loan application copy
- The tele-verification team calls the customer to get more details about the customer and also cross check the details as per the application form. Typically the call lasts for around 5 to 7 mins. (Detailed TVR questionnaire attached in the annexure)
- TVR team also calls the reference contacts given by the customer in the application form and verifies the basic details of the customer
- The customer details which are fed into the MIS by the TVR team will be used as reference for all the next steps post TVR. To clarify, the information shared during the login stage through the application form gets overridden, in case of any difference between TVR and application form
- Check whether the customer is from a negative area or of negative profile (details given in annexure)
- Send the loan application for CIBIL check to CIBIL team
- The loan can be rejected by the TVR team in case it is found that the loan is not applied in the name of the vehicle user or if the customer is from negative area or of negative profile.

CIBIL Check

Manba ensures that CIBIL check is done on 100% of the cases. The company has a dedicated CIBIL team for doing the CIBIL check. The loans are not rejected based on the CIBIL score rather the team looks at the remarks against the past and existing loans of the customer in the CIBIL report. Customers with prior defaults or overdue in current outstanding loans as per CIBIL report will be rejected.

In case the CIBIL report shows overdue or negative remarks on loans which are very old (loans prior to 2008) and has subsequent loans repaid on time, then the CIBIL team will ask the field executive to get clarification from the customer on the exact reason for the prior overdue. Similarly, even in cases of wrong CIBIL rejects the field executives act as process smootheners, wherein they interact with the customer and collect the proof from the customer to establish that what was mentioned in the CIBIL report is wrong and the case needs to be reconsidered.

In general, the hit rate on CIBIL check is around 75% for Manba's customers. For customers with no CIBIL record, the entity takes a call based on age of the customer, vehicle type and source of income for the customer.

Around 10% to 12% of the cases get rejected at this stage. CIBIL team will directly take the call of rejection based on the CIBIL report.
The status of clearance of CIBIL or rejection based on CIBIL is immediately communicated to the field executives and to the dealers via sms.

Field Investigation
The company tied up with some of the FI agencies (3G Field Base management, Creditline Inc., Tushar Parekh & Co, Onicra Credit Information Company Ltd, etc) in Mumbai.
Key steps:

- Post CIBIL check the credit team sends the customer info to an external FI agency via email
- For customers with own house:
  - The FI personnel visits the customer's residence
  - Does residence check and neighbourhood check
- For customers with rented house:
  - Establish residence stability (should be staying in Mumbai at least for the last two years)
  - Residence check and referral check
  - FI to office of the customer is also must in case of customer with rented house

The FI team checks for the following:

- Residence proof
- Type of house
- Condition of interiors of the house
- Type of locality the customer is residing in
- Number of years of stay in the residence
- Number of dependents on the customers and number of earning members in the family
- Other vehicles owned by the customer
- Total carpet area of the house
- Feedback from the neighbour

Credit Appraisal
The credit team looks at the loan application form, remarks from the TVR team, CIBIL team and the FI report before putting up the loan for approval with the credit head.
Key criteria for credit:

Loan Amount	Rs. 30,000-Rs. 100,000
Income to EMI ratio	~5x. This is not a mandatory condition.
Income range	Above 10,000
Residence stability	Own house is a critical credit requirement (90% of customers of Manba have own house). Electricity bill is taken as key proof for own house (other proofs include aadhar card, passport, internet bill, etc)
Maximum LTV	Average LTV of 70%-80% (Can go up to 90% in very good customer profile where income to instalment ratio is very high) Detailed LTV (dealer wise and model wise) shown in Annexure
Age of customer	Minimum 21 years and Maximum 62 years Parent as co-applicant for customers of <21 years age group Co-applicant waiver will be given in case of LTV<60%

Loan Sanction
The credit head receives a deal slip with the summary of the comments given by all other and sanctions the loan. The interest and tenure are fixed based on the loan scheme (credit does not take a call here), however the LTV is determined by the credit head based on the recommendations of the credit team
The authority to approve a case lies with the credit head. In case of deviations, informally sales and ops head/MD are reached out to.

Disbursement
The disbursement team is split into two sub-teams: purchase team and closing team.

Purchase team:

The purchase team validates the authenticity electricity bill over online. Also they check that the signature on the PAN copy is matching with that on the cheques collected as part of PDC. List of documents collected before disbursement are shown below.

- ID Proof (Pan card,voter id, passport,driving license)
- Address proof (Electricity bill, society maintenance receipt, sale agreement)
- Latest 3 month banking
- Loan agreement
- Photo
- 6 PDCs
- NACH/ECS
- Application form
- Insurance copy
- Delivery note
- Duplicate key

Closing team:

The closing team will check that all PDCs are in place

Post disbursement documentation (PDD)

Post disbursal, the a welcome kit containing welcome letter, repayment schedule, EMI details, tenure, vehicle type and other terms of the loan is sent to the customer.

PDD team collects the following:

1. From the dealer : IMV receipt & tax receipt
2. From RTO: Form B (FOB) report. An external agent helps the company in getting the FOB extracts. However in case of few dealers where the company has observed regular PDD closures, the company avoids using an external agent and is utilizing the sms feature available with RTO to get the data

The PDD team coordinates with the sales executive to ensure that all the post disbursement documentation is collected within 25 days from the date of disbursement. The company insists that all the PDDs are closed within 45 days from disbursement. In case the pendency crosses over 60 days, the entity holds up further disbursement to customers of that particular dealer until the PDDs are cleared.

Collections

There is a strong emphasis on timely collections at Manba and there is a dedicated collection team comprising of tele callers and field collection staff who are responsible for this function. Almost 98% of the collections happens through ECS/NACH and only a small part is cash collections. Collection takes place on the following dates of the month:

Disbursement Period	Collection date
Loan disbursed between 1st -15th of month	7th of next month
Loan disbursed between 16th -25th of month	10th of next month
Loan disbursed post 26th of month	5th of the month succeeding the next month (post 40 days)

Following is the collection process followed at Manba (classifying the same in bucket wise EMI overdues):

	Before the instalment due date	1 instalment overdue	2 instalments overdue	3 instalments overdue	More than 3 instalments overdue
Team involved	Tele calling team	Tele calling team	Tele calling team and collections team	Tele calling team and collections team	Repo agency, tele calling team
Action taken	• Call made to borrower reminding him on the due date; sms also	• Daily call made to the borrower Sms also sent to the customer	• Daily call made to the borrower by the dedicated 2nd bucket	• Daily call made to the borrower by the respective	• Company is currently going after seizure of vehicles for all

	sent to the customer	on a daily basis • A notice in company letter head is sent	tele calling team • In case if customer is not in contact collection executive has to visit the customer • A notice in company letter head is sent	tele calling team • In case if customer is not contactable, collection executive has to visit the customer	cases greater than 90 days overdue. • Dedicated repo agencies have been appointed to seize the vehicles. • Recall letter sent to the customer and legal process initiated

Collection team is incentivized to move the customer from respective bucket to lower bucket/regularize the EMI. Incentives can go up to 100% if the targets are achieved which ensures that proper follow up is done by the members of the collection team.

Typical solvency in various buckets are as follows

Overdue days	% of cases solved by tele calling/executives every month
0-30 days	85-90%
31-60 days	45-50%
61-90 days	35-40%

Repossession

The company is going for repossession after the EMI overdue crosses the 90 DPD bucket. Repo agencies have been employed for the process of seizure of vehicles. All vehicles which are seized are then sent to the company's yard at Bhiwandi.

Notice Sent	Time	Comment
Legal notice sent to the customer	T	• Once a customer crosses 90 days DPD, legal notice is sent to the customer (format shared in LAN/annexure)
Intimation to Seizure	T +15	• Intimation sent to collection agency for the seizure of the concerned vehicle for which EMIs are overdue
Authorization letter for Repossession	T + 15	• Authorization letter will have details of the loan agreement; borrower name, vehicle details, borrower address and phone number necessary for collection agency to repossess the vehicle. • Special care is taken to include guidelines of repossession (no cash and goods lying in the vehicle to be taken during repossession) and the relevant documents to be collected (RC, road tax book and Insurance policy). • A letter with an intent to seizure is enclosed in the authorization letter addressed to the defaulted borrower. Intimation to police and clearance is required from collection agency
Seizure Notice to Police	T+15	• Pre intimation is done to the police station
Repossession of the vehicle	T+15	• Once a repossession is done, a surrender letter is also obtained from the customer, so that the customer does not create an issue out of it in the future • The vehicle is taken to the yards of the company in Bhiwandi. As soon as the vehicle is repossessed, it is sent to the yard. While it is taken inside a yard, a GRN is entered. It captures various details of the content of the vehicle. The inventory list is maintained both at the HO and the yard. This will be helpful in case of any dispute while customer clears the dues and gets back his vehicle
Post seizure notice to police	T+15	• Post intimation is done to the police station
After Seizure Letter	T+17	• The letter will be a final notice to clear the overdues within a time-frame(10 days) else sale of repossessed vehicle will take place.

Sale of vehicle	T+27	• Sale of vehicle done through various auction agencies
Settlement notice to the customer –	T+27	• Sec 138 initiated and settlement notice sent to the customer

Following is the legal process followed (Sec 138):

1. Recall letter sent to customer via courier if EMI is overdue for more than 90 days on the basis of which case can be filed against customer
2. Letter is sent to the guarantor also(if any guarantor is present in the loan)
3. Letter contains details like pending bounce installments, cheque bouncing charges, late penalty charges, NOC charges etc
4. PDC to be deposited after receiving the acknowledgement of the recall letter
5. Legal process will be started against customer and on guarantor after deposited cheque gets bounced
6. After completion of paper work, all documents will be forwarded to advocate to send the advocate notice to customer. Procedure of case file will be started, if customer will not clear the amount within 15 days from the date of receipt of notice
7. After verification, the court will give the date for summons. Once the summons will be served to customer from concerned police station, date of bailable warrant needs to be obtained
8. If customer will not clear the outstanding amount till date of bailable warrant than non bailable warrant will be served to customer by the police station.

Cash Management

Cash management risk in this company is low. Reasons illustrated below

- Given that 95% of the collection of the company happens through electronic mode, cash collection is very low
- Currently the business model is branchless and the entire cash collected in the field (the bounced cases) is given to the HO by next day. The HO deposits in the branch by 1 pm. The receipts are tallied every day by the accounts team. Some key points to note are as below
    - Unlike in other models where branch handles cash and hence reconciliation between HO and branch needs to happen to ensure there is no cash fraud, here the HO directly receives the cash from the collection executive
    - The field executive needs to mandatorily give a receipt to the customer while receiving the cash in the field
    - The field executive mandatorily needs to call the HO (tele calling team) in front of the customer as soon as a collection is done
    - The tele calling team updates the cash received in the software, which triggers an sms to the customer
    - Further, given the structure of tele calling team (sub-teams for each bucket) and the high number of members in each sub-team of tele calling team, it is ensured that an overdue client is called every day till he pays up the amount. Even if the customer indicates a PTP of 7 days, he will be called twice within the 7 day period.
    - In this manner even if there is a cash fraud in the field, the company has high chances of detecting it at the earliest.

Dealer Account Reconciliation

At the end of every day, the sales team sends a schedule of cases sanctioned during the day to the accounts team. Based on the information received from the sales team, accounts team adjusts the dealer trade account by the end of the day. The schedule is shared with the dealer as well on a daily basis. There is no official confirmation/signature requested from the dealer for the schedule shared.

Fair Practices Code

Fair Practices Code has been formulated with the approval of the Board complying with RBI guidelines on the subject and the Company ensures meticulous compliance thereof.

(i) Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc. : NIL

(ii) 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;

LAN	SanctionedAmount	Prin_OS_as_on_ 31st March, 2023
399653	Mr. HIREN GAUTAM SHINDE	226200
389498	Mr. SHANI RAMESH PAWAR	218178
395846	Mr. AJINKYA HARISHCHANDRA WANZKHADE	216164
395066	Mr. ASHISH APPASO JADHAV	210714
388242	Mr. DHARMENDRA PRAVEENKUMAR LIMBAD	209895
394702	Mr. SONAL NANDAKUMAR JAWADE	208539
384847	Mr. RAJENDRA JALINDAR KHADE	206856
406473	Mr. KASIO KALIYAPAN KAUNDRA	205350
383184	Mr. SURAJ SHAHAJI KAVATHEKAR	202821
398997	Mr. SANTOSH GANGAPRASAD NISHANKAR	202601
385556	Mr. PANDHARINATH VITHAL PAWAR	202410
381839	Mr. SHIVRAJ KORE	198856
404838	Mr. VIKRAM GOPINATH THORAT	197000
396658	Mr. KIRAN DINAKAR SURVE	194812
382843	Mr. SAKHARAM RAMCHANDRA KHARMATE	193430
374452	Mr. RAMESH MALKAPPA KAMBLE	190827
393511	Mr. UMESH BIRA KAMBALE	189667
363360	Mr. DATTATRAY GAJANAN BODHE	186914
383176	Mr. VIPUL SURESH KANTHE	184855
367505	Mr. VIKRAM DATTATRAY SHINGATE	183442

(iii) Details of loans, overdue and classified as non-performing in accordance with RBI stipulations: N.A. since we have adopted IND AS system of accounting since March 2020.

(iv) In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made by such issuers in their offer documents:

(i) Classification of loans/ advances given, 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.

a. A portfolio summary with regard to industries/ sectors to which borrowings have been granted by NBFCs;

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;

c. Quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFCs; and

d. Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI from time to time.

b. Type of loans

Sl. No.	Type of loans	Rs Crore
1	Secured	603.93
2	Unsecured	29.75
	Total assets under management (AUM)*^	633.68

*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;

c. Denomination of loans outstanding by loan-to-value:

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Less than 50	2.29%
2	51 To 60	3.21%
3	61 To 70	6.56%
4	71 To 80	16.39%
5	81 To 90	55.59%
6	91 To 100	11.27%
7	SME Loans	4.70%
	Total	100.00%

Sectoral exposure:

SR No	Product Segments	Percentage of AUM
1	Two- wheeler	95.30%
2	Others (SME)	4.70%
	Total	100.00%

d. Denomination of loans outstanding by ticket size*:

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Below 40000	0.90%
2	40000 To 60000	6.96%
3	60000 To 80000	53.61%
4	80000 To 100000	27.94%
5	100000 To 200000	5.74%
6	200000 To 400000	0.16%
7	600000 To 800000	0.00%
8	SME Loans	4.70%
	Total	100.00%

* 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	69.71%
2	Gujarat	26.02%
3	Rajasthan	2.86%
4	Chhattisgarh	1.42%
	Total	100.00 %

a. Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:

Movement of gross NPA as on 30th September 2022:

Movement of gross NPA*	Rs. Crore
Opening gross NPA	23.69
- Additions during the year	-
- Reductions during the year	-
Closing balance of gross NPA	23.69

*Please indicate the gross NPA recognition policy (Day's Past Due)

f. Movement of provisions for NPA

Movement of provisions for NPA	Rs. Crore
Opening balance	19.90
- Provisions made during the year	-
- Write-off/ write-back of excess provisions	-
Closing balance	19.90

g. Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	NPA (%)
1	Agriculture and allied activities	-
2	MSME	--
3	Services	-
4	Unsecured personal loans	-
5	Other loans	-

h. **Residual maturity profile of assets and liabilities (in line with the RBI format):**

Residual maturity profile of assets and liabilities as on 31st March, 2023:

Asset/Liability buckets	1 month	1-2 month	2-3 month	3-6 month	6m - 1 year	1-3 year	3-5 year	Over 5 year	Total
Liabilities									
Capital and Reserves	-	-	-	-	-	-	-	167.24	167.24
Borrowings	40.84	34.53	29.83	91.58	184.02	213.15	2.13	-	596.08
Deferred Tax	-	-	-	-	-	-	-	-	-
Current Liabilities & Provisions	11.82	-	-	-	-	1.71	11.79	-	25.32
Total Liabilities	**52.66**	**34.53**	**29.83**	**91.58**	**184.02**	**214.86**	**13.92**	**167.24**	788.64
Assets									
Loans & Advances	32.23	35.83	33.46	106.72	185.56	229.69	-	-	623.49
Investments	-	-	-	-	-	18.27	0.08	-	18.35
Fixed Assets	-	-	-	-	-	-	-	21.70	21.70
cash & bank balances	75.02		-	-	-	32.46	-	-	107.48
other assets	2.86	-	-	-	-	12.64	-	-	15.50

Deferred Tax Asset	-	-	-	-	-	-	2.12	-	2.12
Total assets	**110.11**	**35.83**	**33.46**	**106.72**	**185.56**	**293.06**	**2.20**	**21.70**	**788.64**
Mismatch	57.45	1.30	3.63	15.14	1.54	78.20	- 11.72	- 145.54	-
Cumulative Mismatches	57.45	58.75	62.38	77.52	79.06	157.26	145.54	-	-

b. Disclosure of latest ALM statements to stock exchange: NA

c. Details of change in shareholding: Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India.

NIL

j. In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made:

a. A portfolio summary with regard to industries/ sectors to which borrowings have been made; :

Product	NO OF LOANS	Total Principal Outstanding
Two- Wheeler		603.93
Others (SME)		29.75
Total		**633.68**

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;

Description	March 31, 2021		March 31, 2022		March 31,2023	
Stages	Loan Value	Provision Held	Loan Value	Provision Held	Loan Value	Provision Held
Stage 1	431.21	3.49	432.95	2.44	580.87	2.01
Stage 2	40.14	0.85	31.63	0.79	29.13	0.66
Stage 3	13.01	2.22	24.50	3.19	23.68	3.78
2. Gross Credit Exposure	484.35		489.08		633.69	
3. Total NPAs	13.01		24.50		23.68	
4. Gross NPA (%)	2.45%		4.94%		3.74%	
5. Provision for NPA	1.58		3.18		3.79	
6. Net NPA	11.43		21.32		19.90	
7. Net Credit Exposure	482.77		485.90		623.31	
8. Net NPA (%)	2.15%		4.30%		3.14%	

c. Quantum and percentage of secured vis-à-vis unsecured borrowings made; and
7 % is unsecured & 3 % is secured

d. Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI.:
NIL

k. Defaults in borrowing

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

(d) Material event/ development affecting investment decision

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 securities/ commercial paper.: NIL

(e) Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue of the issue document against the promoter of the company: NIL

(f) Details of default and non-payment of statutory dues for the preceding three financial years and current financial year.: NIL

(g) 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. : NIL

(h) 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. : NIL

(i) Details of pending proceedings initiated against the issuer for economic offences, if any. NIL

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. NIL

(j) 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.

(k) Declaration in case of public issue with regards to the following:

a. **procedure of allotment of debt securities and non-convertible redeemable preference shares and unblocking of funds in case of refund;**

   N.A.

b. **a statement by the Board of Directors about the separate bank account where all monies received out of the issue are to be transferred, and disclosure of details of all monies including utilised and unutilised monies out of the previous issue in the prescribed manner;**

   N.A.

c. **the details of all utilized and unutilised monies out of the monies collected in the previous issue made by way of public offer shall be disclosed and continued to be disclosed in the balance sheet till the time**

any part of the proceeds of such previous issue remains unutilized, the purpose for which such monies have been utilized, and the securities or other forms of financial assets in which such unutilized monies have been invested; and

N.A.

d. the interim use of funds, if any.

N.A.

(l) 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.

Consent and the Debenture Trustee and legal advisors have been separately obtained for this Issue of the Debentures.

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

Vardhaman Trusteeship Pvt Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment and a copy of the consent letter is enclosed as **Annexure III** to this Disclosure Document. The Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alga, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debenture.

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, inter cilia, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of this Disclosure Document. All rights and remedies under the Debenture Trust Deed / Trusteeship Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

(n) Disclosures pertaining to wilful defaulter:

The disclosures pertaining to wilful defaulter is as provided in Section 7 of this Information Memorandum.

(o) Other Details

1. DRR creation - relevant regulations and applicability

Pursuant to Rule 18 (7) of the Companies (Share Capital and Debentures) Rules, 2014, a non-banking financial company is not required to maintain debenture redemption reserve for debentures issued on a private placement basis.

2. Issue/ instrument specific regulations

The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time.

Over and above, the said debentures shall be subject to the term and conditions as contained in the offer letter /term sheet, application form and the Debenture Trust Deed / Trustee Agreement.

3. Default in Payment;

[•]

4. Delay in Listing:

The Debentures are proposed to be listed on Bombay Exchange of India Ltd. ('**BSE**'), being the Designated Stock Exchange. The details of BSE Limited are as below:

The BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai 400 001
Phone: +91 22 2272 1233/4
Fax: +91 22 2272 1919

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 circular no. SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 3 (three) Business Days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the date of closure of the issue for the Debentures until the listing of the Debentures is completed,

5. Delay in allotment of securities:

(i) The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.

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

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

6. Issue details:

As detailed in Section 7 of this Disclosure Document.

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

The finalised form of the PPOA prepared in accordance with the Form PAS 4 prescribed under the Companies (Prospectus and Allotment of Securities), Rules, 2014 is provided as **Annexure VII.** Please refer Annexure X for all disclosures required under the Companies (Prospectus and Allotment of Securities), Rules, 2014 are set out therein.

8. **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

9. **The issue document shall include the following other matters and reports, namely: Not Applicable**

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

(1) in the purchase of any business; or

(2) 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 –

1. **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**
2. **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.**

(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:

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

(2) 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;

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

(4) 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.

(c) If:

(1) 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

(2) 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 –

1. 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
2. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.

(d) The said report shall:

(1) 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

(2) 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.

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

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

(g) The matters relating to:

(1) Material contracts: NA

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

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

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

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

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

SECTION 7 APPLICATION PROCESS

I. Who can invest /apply?

The investors, who specifically approached, who are eligible to apply for this private Information of Debentures are mentioned in the Term Sheet. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue.

All such Investors / transferees are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of / purchasing the Debentures and with respect to any subsequent transfer of the Debentures and shall be bound by the terms and conditions of the Debentures as set out in this Disclosure Document. It is clarified that applications are not to be made by a 'person resident outside India' as defined under the Foreign Exchange Management Act, 1999 (including foreign portfolio investors, non-resident Indians, overseas corporate bodies, etc.)

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form as set out in **Annexure VII** 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 relevant Application Form. No application can be made for a fraction of a Debenture. The series of Debentures applied for must be clearly indicated in the Application Form. 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 interest/ redemption warrants.
An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand (s) may be drawn on any bank including a co-operative bank, . If permitted, the applicant may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Issuer as per details mentioned in the Application Form.

II. 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 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

III. Payment Instructions

The Application Form should be submitted directly. The amount of Rs. 1,00,000/- (Rupees One Lakhs only) per Debenture is payable along with the making of an application. As per applicable Guidelines, Applicants can remit the application amount through EFT/ RTGS on Pay-in Date. RTGS details of the Issuer are as under:

Name of Bank	**IDFC FIRST BANK**
IFSC Code	**IDFB0040104**
Account number	**10041120305**
Type of Account	OD Account
Name of beneficiary	Manba Finance Limited

IV. Documents to be provided by Investors / applicants

Investors need to submit the following documents, along with the Application Form, as applicable

a. Memorandum and Articles of Association along with Certificate of Incorporation/Documents Governing Constitution
b. Board Resolution / letter authorizing the investment and containing operating instructions
c. Certified true copy of the Power of Attorney, if applicable

d. PAN card
e. Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) — both on Interest on Application Money as well as annual interest payments
f. Specimen signature of the authorized signatories, duly certified by an appropriate authority
g. SEBI Registration Certificate, as applicable
h. Application form (including RTGS details)

V. 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 interest and all other amounts payable to the Debenture Holder(s) through electronic transfer of funds or RTGS.

VI. Applications under Power of Attorney

In case of applications made under a Power of Attorney or by a Limited Company or a Body Corporate etc., the relevant Power of Attorney or the relevant resolution or authority to make the application, as the case may be, together with the certified true copy thereof along with the certified copy of the Memorandum and Articles of Association and/or Bye-Laws as the case may be must be attached to the Application Form or lodged for scrutiny separately with the photocopy of the Application Form, quoting the serial number of the Application Form at the Company's branch where the application has been submitted failing which the applications are liable to be rejected.

VII. Interest on Application Money

Interest on Application Money will be paid at the applicable coupon rate (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of Income Tax Act, 1961 or any statutory modification or re-enactment thereof) and will be paid on the entire application money on all valid applications.

Such interest shall be paid for the period commencing from the date of credit by way of funds transfer / Real time gross settlement up to one day prior to the date of allotment.
No interest on application money would be payable in cases of invalid applications.

VIII. Letters of Allotment

The Debentures will be credited in dematerialised form within 2 (two) Business Days from the Deemed Date of Allotment

IX. Record Date

The record date for payment of Coupon or repayment of principal shall be 7 days of redemption of such Debentures.

X. 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 Registrar shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

XI. 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 relevant Debenture Holder(s) whose names appear on the List of beneficial owners given by the Depository to the Company as on the Record Date. The Debentures shall be taken as discharged on payment of the redemption amount by the Company on relevant maturity date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record Date. Such payment will be a legal discharge of

the liability of the Company towards the Debenture Holder(s) of such series. On such payment being made, the Company will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted. The Company's liability to the Debenture Holder(s) towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

XII. Mode of Payment

All payments must be made through cheque(s)/draft(s)/transfers/RTGS as set out in the application form.

XIII. Effect of Holidays

In the event that any date on which any Coupon payment is required to be made by the Issuer is not a Business Day, the immediately succeeding Business Day shall be considered as the effective date(s) for that payment. In the event that the Redemption Date(s) in respect of the Debentures is not a Business Day, the immediately preceding Business Day shall be considered as the effective date for redemption of Debentures.

XIV. Payment of Coupon

Coupon for each of the Coupon periods shall be computed on an actual/actual days a year basis on the principal outstanding on the Debentures at the Coupon Rate. If the Coupon period from start date to end date includes February 29, then interest shall be paid on the basis of (end date-start date)/366.

XV. Tax Deduction at Source

Income tax will be deducted as applicable as per the provisions of Income Tax Act, 1961. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture holder a Certificate of Tax Deduction at Source.

XVI. PAN/GIR Number

Applicant should mention their Permanent Account Number or the GIR Number allotted under Income Tax Act, 1961 and the Income Tax Circle / Ward / District. In case where neither the PAN nor the GIR Number has been allotted, the fact of such a non-allotment should be mentioned in the Application Form in the space provided.

XVII. Signatures

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

XVIII. Basic terms of the present offer

Refer Section 7 - Issue Details for issue specific details.

XIX. Minimum Subscription

Minimum subscription is not applicable for privately placed debentures.

XX. Deemed Date of Allotment

Deemed Date of Allotment All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the deemed date of allotment. The deemed date of allotment for the Issue is August 03, 2023.

All benefits related to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its sole and absolute discretion without

any notice to the Debenture holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

XXI. Market Lot Market lot will be one Debenture

Contributions being made by the promoters or directors either as part of the Issue or separately in furtherance of such objects- **None**

XXII. Security

The Debentures are proposed to be secured by the assets and security details as given in Section -7 Issue Detail.

XXIII. Debentures in Dematerialized Form

The Company is issuing the Debentures only in dematerialized form and hence no Debentures are being issued in physical form in terms of the Disclosure Document. The Company has entered in to Depository Arrangements with NSDL for dematerialization of the Securities.
Applicants have to mention their Depository Participant's name, DP-ID and Beneficiary Account Number/Client ID in the appropriate place in the Application Form. Debentures of successful Debenture Holders having Depository Account shall be credited to their Depository Account.

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer to those Debenture Holder(s) whose names appear on the list of Beneficiaries provided by the Depositories to the Issuer. The names would be as per the Depositories' records on the relevant record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action. The list of beneficiaries as of the relevant record date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the Depositories to the Issuer and the Registrar. Based on the information provided above, the Issuer/Registrar will dispatch the cheque for interest / Coupon payments to the beneficiaries. If permitted, the Issuer may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holder for redemption and interest/ Coupon payments.

XXIV. Joint-Holders

Where two or more persons are holders of any Debenture(s), they shall be deemed to hold the same as joint holders with benefits of survivorship in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company, subject to other provisions contained in the Articles of Association of the Company.

XXV. Mode of Transfer

The Debentures shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the existing equity shares of the Company. The provisions relating to transfer and transmission, nomination and other related matters in respect of equity shares of the Company, contained in the Articles of Association of the Company, shall apply mutatis mutandis to the transfer and transmission of the Debentures and nomination in this respect.

The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/ procedures as prescribed by NSDL/CDSL and the relevant Depositories of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, Coupon will be paid/ redemption will be made to the person, whose name appears in the register of debenture holders maintained by the Depositories under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The transferor should give delivery instructions

containing details of the transferee's depository account to his Depository. Investors may note that subject to applicable law, the Debentures of the Issuer would be issued and traded in dematerialised form only.

XXVI. Succession

In the event of demise of the sole holder of the Debentures, the Company will recognize the executor or administrator of the deceased Debenture holder, or the holder of succession certificate or other legal representative as having title to the Debentures. The Company shall not be bound to recognize such executor, administrator or holder of the succession certificate, unless such executor or administrator obtains probate or letter of administration or such holder is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter. The Directors of the Company may, in their absolute discretion, where they think fit, dispense with production of probate or letter of administration or succession certificate or other legal representation, in order to recognize such holder as being entitled to the Debentures standing in the name of the deceased Debenture holder on production of sufficient documentary proof and / or indemnity.

XXVII. Governing law

The Debentures shall be construed to be governed in accordance with Indian Law.

The courts and tribunals at Chennai shall have exclusive jurisdiction in connection with any dispute arising out of or in connection with this Debentures. The Debenture Holders and the Debenture Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts and tribunals with jurisdiction. To the extent allowed by applicable law, the Debenture Holders and the Debenture Trustee may take concurrent proceedings in any number of jurisdictions. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the Debenture Holders and the Debenture Trust Deed.

SECTION 8 ISSUE DETAILS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to Manba Finance Limited ("**Issuer**" or "**Company**") by the Investor.

For the avoidance of the doubt, except as specifically stated, this term sheet does not attempt to describe all terms and conditions of the transaction contemplated herein. The term sheet is intended to outline certain basic terms around which transaction could be structured. All proposed terms and conditions are subject to execution of mutually satisfactory transaction documents, satisfactory legal, technical & financial diligences, meeting of stipulations as contained herein etc.

Security Name	12.60% MFL2025
Issuer / Company	**Manba Finance Limited ("Company" / "Issuer" / "MFL")**
Type of instrument	Secured, Rated, listed, Redeemable, Non-Convertible Debentures ("**NCDs**" / "**Debentures**")
Nature of instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	The following categories of Investors, when specifically approached, and identified upfront by the Issuer, shall be eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form: a) Companies and Bodies Corporate; b) Mutual funds, Venture Capital Funds, Alternative Investment Funds and Foreign Venture Capital Investors registered with the Securities and Exchange Board of India; c) Foreign Portfolio Investors other than individuals, corporate bodies and family offices; d) Public financial institutions; e) Insurance companies registered with the Insurance Regulatory and Developmen Authority of India; f) Provident, Pension, Gratuity and Superannuation Fund Trusts; g) Housing Finance Companies registered with the National Housing Bank (NHB)/ RBI; h) Trusts (including public charitable trusts), Association of Persons, Societies registered under the applicable laws in India; i) Resident Individual Investors and Hindu Undivided Families (excluding minors and NRIs) j) Partnership Firms and Limited Liability Partnership Firms; k) NBFCs registered with RBI; and l) Any other person/ entity who is eligible to invest in bonds/ debentures as per the concerned guidelines and regulations and permitted under Applicable Laws. Any other person eligible to invest in the Debentures subject the relevant prevalent guidelines and as permitted under Applicable Laws. All Eligible 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
Listing	The Debentures are to be listed on the WDM of the BSE within a maximum period of 3 (three) trading days from the date of closure of the Issue for the Debentures.
Credit Rating of Instrument	CARE BBB+ by CARE Ratings Limited

	The Issuer/Investor(s) reserves the right to obtain an additional credit rating from any SEB registered Credit Rating Agency for full or part of the Issue size, as it may deem fit, which shall b at least equivalent to the prevailing credit rating to the issue.
Issue size	Up to Rs. 25,00, 00,000/- (Rupees Twenty-Five Crores Only)
Minimum Subscription	The minimum application size for the Issue shall be 100 (Hundred) Debentures and in multiple of 1 (One) Debenture thereafter.
Option to retain oversubscription (amount)	N.A.
Objects & Details of the utilization of the Proceeds	The Issue proceeds will be utilized to augment the long-term resources of the Company, and t meet working capital requirement. The Issuer hereby agrees, confirms and undertakes that the no part of the proceed directly/indirectly shall be utilized for: • Real Estate Business, Capital Market Investments and Purchase of Land • Extending loans or making any inter-corporate deposits to/in subsidiary/associat Company(ies) • Any speculative/other purposes specifically restricted by RBI and othe regulatory/bodies and updated from time to time • Bill Discounting • Repayment of any Loans from Directors/ Promoters. *In this context, the expression, "Real Estate Business" shall have the same meaning as assigne to it in the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, as amended fron time to time.
In case of the issuer is an NBFC and the objects of the issue entail loan to any entity who is a "group company" the disclosure shall be made in the following format	NA
Details of utilisation of the proceeds	The Issue proceeds will be utilized to augment the long-term resources of the Company, and t meet working capital requirement.
Coupon Type (fixed /floating/structured)	Fixed
Coupon Rate / Interest Rate	12.60% (Twelve Decimal Six Zero per cent) per annum
Step-Up Coupon Rate	In the event the Credit Rating of the Debenture issued by the Issuer is downgraded from th current rating of BBB- by 1 notch, the Coupon Rate shall be increased by 0.50% for every notch rating downgrade, applicable from the date of such downgrade until such event is cured, on th outstanding principal amount and accrued interest, if any, of the Debentures. If the issuer of th debenture is rated by more than one rating agency, then the lowest of the ratings shall b considered.
Coupon Payment Frequency	Monthly
Coupon Payment Date(s)	The Coupon shall be payable on a monthly basis, on the last day of every month, starting fro August 31, 2023 (subject to the Business Day convention set out in the row titled 'Business Da Convention').

	The Coupon Payment Dates are specifically set out in Annexure I hereto.
Coupon Rate Reset Frequency	NA
Coupon Reset Process (Including rates, spread, effective date, interest rate cap and floor etc.).	Not Applicable
Day Count Basis	Actual / Actual
Interest on Application Money	Interest at the rate of 12.60% p.a. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 1961) will be paid on Application Money to the Applicants/ Initial Debenture Holders from the date o realization of the cheques / drafts or credit through RTGS / NEFT / direct credit up to one day prior to the Deemed Date of Allotment. This is applicable for all valid application within 5 (five) Business Days from the Deemed Date of Allotment. Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refund orders or through RTGS / NEFT / direct credit to the bank accoun of the Applicant as described in the Application Form.
Default Interest	*Event of Default* If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate of 5.00 % (Five-point Zero Zero percent) per annum above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the Payment Default or Event of Default until such Payment Default or Event of Default is cured *Breach of Financial Covenants and Reporting Covenants* If, at any time, there shall be any breach of any financial or reporting covenants, and if the cure period as applicable has lapsed, the company agrees to pay an additional interest rate of 2% per annum above the applicable Interest rate on the Outstanding Principal Amount from the date of the breach of covenants until such date the breach is set right. *Delay in execution of Debenture Trust Deed* If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed. *Delay in Security Creation* Issuer shall pay a penal interest of 2.0% (Two Percent) p.a. over the coupon rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; *Step up Coupon* In the event the Credit Rating of the Debenture issued by the Issuer is downgraded from the curren rating of BBB- by 1 notch, the Coupon Rate shall be increased by 0.50% for every notch of ratin downgrade, applicable from the date of such downgrade until such event is cured, on th outstanding principal amount and accrued interest, if any, of the Debentures. If the issuer of th debenture is rated by more than one rating agency, then the lowest of the ratings shall be considered
Face Value	Rs. 1,00,000/- (Rupees One Lakh Only) per Debenture

Issue price	Rs. 1,00,000/- (Rupees One Lakh Only) each.
Tenor	24 months (Twenty-Four months) from the Deemed Date of Allotment
Redemption Amounts	Each Debenture shall be redeemed at par

Period (Months)	Dates	Outstanding	Principal	Interest	Total Cashflows
0	03-Aug-23	1,00,000.00	(1,00,000)		(1,00,000)
1	03-Sep-23	95,833.33	4,166.67	1,070.14	5,236.80
2	03-Oct-23	91,666.67	4,166.67	992.47	5,159.13
3	03-Nov-23	87,500.00	4,166.67	980.96	5,147.63
4	03-Dec-23	83,333.33	4,166.67	906.16	5,072.83
5	03-Jan-24	79,166.67	4,166.67	891.55	5,058.21
6	03-Feb-24	75,000.00	4,166.67	844.88	5,011.54
7	03-Mar-24	70,833.33	4,166.67	748.77	4,915.44
8	03-Apr-24	66,666.67	4,166.67	755.94	4,922.61
9	03-May-24	62,500.00	4,166.67	688.52	4,855.19
10	03-Jun-24	58,333.33	4,166.67	667.01	4,833.67
11	03-Jul-24	54,166.67	4,166.67	602.46	4,769.13
12	03-Aug-24	50,000.00	4,166.67	578.07	4,744.74
13	03-Sep-24	45,833.33	4,166.67	533.61	4,700.27
14	03-Oct-24	41,666.67	4,166.67	473.36	4,640.03
15	03-Nov-24	37,500.00	4,166.67	444.67	4,611.34
16	03-Dec-24	33,333.33	4,166.67	387.30	4,553.96
17	03-Jan-25	29,166.67	4,166.67	355.83	4,522.50
18	03-Feb-25	25,000.00	4,166.67	312.12	4,478.79
19	03-Mar-25	20,833.33	4,166.67	241.64	4,408.31
20	03-Apr-25	16,666.67	4,166.67	222.95	4,389.61
21	03-May-25	12,500.00	4,166.67	172.60	4,339.27
22	03-Jun-25	8,333.33	4,166.67	133.77	4,300.43
23	03-Jul-25	4,166.67	4,166.67	86.30	4,252.97
24	03-Aug-25	0.00	4,166.67	44.59	4,211.26

Final Redemption Date	August 3, 2025
Redemption Premium / Discount	NA
Discount at which security is issued and the effective yield as a result of such discount.	NA
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	NA
Put Option	NA
Put Option Date	NA
Put Option Price	NA
Put Notification Date	NA

Call Option	NA
Call Option Date	NA
Call Option Price	NA
Call Notification Date	NA
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS
Minimum Application and multiples thereafter	The minimum application size for the Issue shall be 100 (Hundred) Debentures and in multiple of 1 (One) Debenture thereafter.
Issue Schedule Opening Date Closing Date Pay-In Date Deemed Date of Allotment	 August 03, 2023 August 03, 2023 August 03, 2023 August 03, 2023
Depository	NSDL and CDSL
Business Day	Any day of the week (excluding Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881)) on which banks are normally open for business in Mumbai
Business Day Convention	• If a Record date or the first date of a Register Closure Period falls on a day that is not a Business Day, such date will be on the next Business Day. • If any coupon payment date falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. • If the redemption date of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day. • If the Final Redemption Date (also the last coupon payment date) of the Debentures falls on a day that is not a Business Day, the maturity proceeds, and coupon payment shall be made on the immediately preceding Business Day.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calenda days prior to any Due Date.
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	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("**Hypothecated Assets**) created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Receivables shall at all times shall be equal to the value of the outstanding principa amount of the Debentures. The issuer undertakes: • The total charge over the Hypothecated Assets shall constitute 1.15 times or 115% o the aggregate amount of principal/interest/dues outstanding and payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Deed o Hypothecation and other transaction documents. The abovementioned Security Cover shall be maintained at all times during the tenure of the Debentures and until al such dues/claims/outstanding is paid to the Debenture Holders to the satisfaction o the Debenture Trustee; • to create, register and perfect the security over the Hypothecated Property a contemplated above no later than 30 (thirty) calendar days after the Deemed Date o

Document/ Information Memorandum.	Allotment by executing a duly stamped deed of hypothecation ("**Deed o Hypothecation**") and filing CHG-9 within the time period applicable; The Company shal also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Property. • to pay a penal interest of 2.0% (Two Percent) p.a. over the coupon rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; • to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way o hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("**Monthly Hypothecated Asset Report**") • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Property is equal to 1.15 (One decimal point one five) times or 115.0% (One hundred and fifteen percent) the aggregate amount of principal outstanding o the Debentures where at least 1.15 (One decimal point one five) times or 115.0% (One hundred and fifteen percent) of the security cover is from principal receivables, • to replace Hypothecated Receivables that have been overdue for more than 60 days with standard receivables. Such replacement shall be effected within 15 (Fifteen Business Days of the Hypothecated Receivables becoming overdue (by more than 60 days). • <u>Eligibility Criteria for the Hypothecated Receivables:</u> • the receivables are current at the time of selection and have not been terminated o pre-paid. • the receivables have not been restructured or rescheduled. • all "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India. • All loans hypothecated to the investor should be new two- wheeler vehicle finance loans • Loans constituting the Portfolio shall not be provided to individuals who have had a history of late payments or overdue. • Each loan must be secured in favour of the Borrower by way of hypothecation of the vehicle financed and endorsement of such hypothecation shall also be made in the vehicle registration certificate and insurance policy. • All vehicles must have a comprehensive cover and not merely third-party insurance cover. • Loans constituting the Portfolio must be loans directly originated by the Borrower and not loans purchased from a third party. • Loan constituting the Portfolio should not exceed a maximum branch concentration of 60.00% (Sixty Point Zero Zero percent). • Loans with overdue more than 0 days should not 10% (Ten Point Zero Zero percent) of the total assets of Security Cover.
Personal Guarantee(s)	The NCDs shall be backed by an irrevocable and unconditional Personal Guarantee of Mr. Manish Shah (Promoter and the Managing Director of Manba Finance Limited) and Ms. Nikita Shah (Promoter Director of Manba Finance Limited) in favor of Debenture Trustees to the extent of all the dues (including Principal & Coupon including all charges & penalties) on the NCDs to secure the discharge by the Company of the Secured Obligation during the entire tenor of the NCDs and till all amounts due are been duly repaid.
Post-Dated Cheques (PDCs) Un-dated Cheques (UDCs)	On or before the Deemed Date of Allotment, the Company shall provide 5 (five) undated and signed cheques of INR 5,00,00,000 (Indian Rupees Five Crores Only)

	The Coupon and Principal repayment to be serviced by way of RTGS to the Debenture Holder.
Replacement of Security, interest to the debenture holder over and above the coupon rate as specified in the Truste Deed and disclosed in the Issue document	• to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Property is equal to 1.15 (One decimal point one five) times or 115.0% (One hundred and fifteen percent) the aggregate amount of principal outstanding o the Debentures where at least 1.15 (One decimal point one five) times or 115.0% (One hundred and fifteen percent) of the security cover is from principal receivables, • to replace Hypothecated Receivables that have been overdue for more than 60 days with standard receivables. Such replacement shall be effected within 15 (Fifteen Business Days of the Hypothecated Receivables becoming overdue (by more than 60 days).
Transaction Documents	The Issuer has executed/shall execute the documents including but not limited to the following as required, in connection with the Issue as per Companies Act 2013 (as applicable) for issuance of NCDs through private placement: a. Debenture Trustee Agreement b. Debenture Trust Deed; c. Information Memorandum; d. Term Sheet e. Deed of Hypothecation f. Private Placement Offer Letter (Form PAS-4); g. Unconditional and Irrevocable Personal Guarantee of Mr. Manish Shah and Ms. Nikita Shah h. Board Resolution authorizing NCD Issuance; i. Applicable Shareholder Resolutions under the Companies Act 2013; j. Such other documents as agreed between the Issuer and the Debenture Trustee
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 Transaction Documents shall have taken place; (iv) Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'BBB+' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; (v) 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; (vi) 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 this Deed are true and correct in all material 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. (vii) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; (viii) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; (ix) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (x) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; (xi) The Company shall provide 5 (five) undated and signed cheques of INR 5,00,00,000 (Indian Rupees Five Crores Only) a. Submit to the Debenture Trustee, the audited financial statements along with independen auditor's report of the Company for the Financial Year ended March 31, 2023.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (i) the record of private placement offers maintained by the Company, including the offe of the Debentures, in Form PAS – 5, on the Deemed Date of Allotment; (ii) the details of the depository accounts of the Debenture Holders with the Depositorie: confirming that such account has been credited with the relevant Debentures as soor as possible but in event within 2 (two) Business Days from the closure of the Issue; (iii) the return of allotment in Form PAS – 3, along with a complete list of allottees anc containing the prescribed particulars, filed with the relevant Registrar of Companie: within 15 (fifteen) days of the Deemed Date of Allotment of the Debentures; (iv) evidence that the Security shall have been perfected in a form and manner acceptabl to the Debenture Trustee and that the Form CHG-9 in respect of creation o hypothecation over the Hypothecated Assets has been filed with the relevant Registra of Companies within 30 (thirty) days of the Deemed Date of Allotment of th Debentures. (v) Ensure that Debenture Trustee files Form I with CERSAI in respect thereof within 3((thirty) calendar days from date of execution of the Deed of Hypothecation or withir such other extended time as permissible under the applicable law
Representations and Warranties of the Issuer	The Company declares, represents and warrants to the Debenture Trustee and the Debentur Holders, as follows which representations and warranties shall be made as on the date of thi Term Sheet and shall be deemed to repeated on each date until the Final Settlement Date: (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

(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 inter se ranking***

The Debentures shall constitute 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 *pari passu* inter se.

(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/ Initial Debenture Holders 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 Indian GAAP 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 this 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, the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations made thereunder from time to time.

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, 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, modified or restated from time to time.

(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.

(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.

	(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 anc other applicable Laws in relation to its employees. (y) ***Compliance with RBI/SEBI Regulations and 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.
All covenants of the Issue accelerated payment clauses) - (Affirmative & Reporting Covenants	The Company hereby covenants with the Debenture Trustee that the Company shall at all time: till the Final Settlement Date: (a) ***Amendment to Articles*** Issuer undertakes to amend and incorporate provisions in their Articles of Association, authorizing the Debenture Holders and the Debenture Trustee to appoint a nominee director on the board of directors of the Company as per Clause 15 (1)(e) of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and Rule 18(3) (e) of Companies (Share Capital and Debentures) Rules, 2014 by September 30,

		2023 as specified in press release of SEBI Board Meeting (PR No. 37/2022) and stated in SEBI circulars issued from time to time.
	(b)	***Utilization of the issue proceeds*** The Issuer shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Deed
	(c)	***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;
	(d)	***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;
	(e)	***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;
	(f)	***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 this Deed;
	(g)	***Preserve corporate status; authorisations*** Company shall (i) 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

(ii) 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;

(iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures;

(h) ***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;

(i) ***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;

(j) ***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;

(k) ***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:

(i) notice of any Event of Default or potential Event of Default, each as listed in **Schedule XII** (*Events of Default*) of this Deed;

(ii) 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);

(iii) 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);

(iv) 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

(v) the declaration or distribution of dividend;

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

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;

(m) ***Further assurances***

Company shall

(i) 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;

(ii) 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;

(iii) 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 this Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Deed;

(iv) comply with:

(A) 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 the provisions of the Issue and Listing of Structured Debt Securities Market Linked Debt Securities Guidelines for Issue and Listing of Structured Products/ Market Linked Debentures issued on September 29, 2011 or any amendments thereto,, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, 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;

(B) 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;

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

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

(E) 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.

(F) The Issuer hereby undertakes that the Hypothecated Assets are free from all encumbrances and are not subject to any lien or charge.

(G) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them.

(H) Comply with any monitoring and/or servicing requests from Debenture Trustee;

(I) The Issuer shall ensure compliance with RBI digital lending guidelines (as applicable from time to time) on a continuing basis till the Debentures maturity.

(n) ***Security***

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

(i) 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;

(ii) 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;

(iii) shall, on the First Security Cover Determination Date 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.

(iv) The Issuer shall within 30 (Thirty) days from the date of execution of the Deed of Hypothecation perfect the charge on Hypothecated Assets by way of filing of form CHG-9 (or such other eforms as may be applicable under the Act and Rules thereunder) with the jurisdictional registrar of companies and provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in relation to the security interest over the Hypothecated Assets.

(v) from the Deemed Date of Allotment until the redemption of the Debentures the Issuer shall ensure first ranking and exclusive charge of the Debenture Trustee. In the event of any modification of security as a result of Top-Up/ providing additional security / any such change relating to the Hypothecated Assets/ in the event of Receivables do not meet the Eligibility Criteria the Issuer shall apply for modification of charge/Debenture Holders or Debenture Trustee shall instruct the Company to apply for modification 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;

(vi) shall, on the First Security Cover Determination Date 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;

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

(viii) the Hypothecated Assets shall satisfy the eligibility criteria set out in **Schedule VIII** (*Eligibility Criteria*);

(ix) 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

(x) 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 this Deed;

(o) ***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.

(p) ***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;

(q) ***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 First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either:

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

(ii) 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.

(r) ***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 accoun 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 o the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint.

(s) ***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;

(t) ***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;

(u) ***Corporate Governance***

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

(ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director; and

(iii) the Company shall at all times comply with the NBFC Master Directions and Digital Lending Guidelines issued by Reserve Bank of India dated September 02, 2022 and any amendments from time to time.

(v) ***General***

i. 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;

ii. 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;

iii. 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;

iv. the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time;

v. the Company shall obtain, comply with and maintain all necessary licenses / authorisations; and

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

(w) ***Access***

Company shall permit the Debenture Trustee (and the Debenture holders) and/o 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:

i. check the management of the funds made available through subscription to the Debentures;

ii. inspect and take copies and extracts from the books, accounts and records of the Company;

iii. visit and inspect the premises of the Company; and

iv. meet and discuss matters with senior management employees of the Company.

Provided that the Company is served with a prior notice of 15 days before any such access to the Debenture Trustee (and the Debenture holders) or its representatives.

(x) ***Conditions Subsequent***

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

	(y) ***Financial Covenants*** Company shall comply with the financial covenants stipulated in **Schedule IX** (*Financials Covenants*). (z) ***Issue Terms and Conditions*** At all times during the term of these presents comply with each of the Issue Terms and Conditions. (aa) ***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. **(bb) *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 may be required by SEBI from time to time. For the purposes of this Term Sheet: "**Financial Year**" shall mean the financial year of the Company used for the purposes o accounting; "**IBC**" shall mean the Insolvency and Bankruptcy Code, 2016 and the rules and regulations issue in respect thereof, as the same may be amended, modified and supplemented from time to time "**Majority Debenture Holder(s)**" shall mean Debenture Holder(s) holding an aggregate amoun representing not less than 51% (Fifty One per cent) of the value of the nominal amount of th Debentures for the time being outstanding; **"Promoter Debt"** shall mean all existing and future Financial Indebtedness availed of by th Company from the Promoters. The details of the existing Financial Indebtedness availed of fron the Promoters are set out in the Debenture Trust Deed; **"Secured Obligations"** shall mean all obligations at any time due, owing or incurred by th Company to the Debenture Trustee and the Debenture Holder(s) in respect of the Debenture and shall include, without limitation, the obligation to redeem the Debentures in terms thereo together with the Coupon accrued thereon, Default Interest, if any, accrued thereon, an outstanding remuneration of the Debenture Trustee and all fees, costs, charges and expense payable to the Debenture Trustee and other monies payable by the Company in respect of th Debentures.
All covenants of the Issue; Negative Covenants	The Issuer shall maintain the below mentioned covenants during the entire tenor of the NCDs and till all the amounts outstanding are been duly repaid, in case of any change the Issuer to seek a prior-written consent of the Majority Debenture Holders: (a) ***Change of business*** Change the general nature of its business from that which is permitted by the RBI.

(b) ***Change in Constitutional Documents***

Change or make any alteration to its Constitutional Documents, without prior consent of the Debenture Trustee.

(c) ***Change in Promoter holding in the Issuer***

The Company will ensure that prior to the Final Redemption Date, there will be no change in the Promoter, shareholding structure, ownership or control of the Company except as stated herein. The Company will ensure that prior to the Final Redemption Date, there will be no sale, disposal or transfer in any matter whatsoever or dilution 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 during the tenure of the Debentures nor will the Promoter encumber (in any manner whatsoever except as stated herein) the equity shares held by the Promoter in the Company. Any change in the stake of the Promoter in the Issuer below the existing level set out in the following table shall require prior written consent of the Debenture Trustee/Debenture Holders

Mr. Manish Shah ceases to remain in an executive position in the Company.

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 this Deed.

(d) ***Change in Key Shareholders of the Issuer***

Each of the persons mentioned below (collectively **"Key Shareholders"**) shall not transfer or encumber the shares of the Issuer held by them respectively without the prior written consent of the Debenture Trustee. Issuer shall procure and furnish the Debenture Holders with undertaking(s) issued by the Key Shareholders to that effect as a condition precedent for subscribing to the Debentures.

Any change in the stake of the Key Shareholders in the Issuer below the existing level set out in the following table shall require prior written consent of the Debenture Holders.

Name	Type Of Shareholding	Existing % Stake
Nikita M. Shah	Ordinary Equity	13.28
Manish Kirit Shah (HUF)	Ordinary Equity	5.88
Mansi M. Shah	Ordinary Equity	0.01
Monil M. Shah	Ordinary Equity	4.76
Manba Investments & Securities Pvt. Ltd.	Ordinary Equity	36.92
Avalon Advisory and Consultant Services Pvt. Ltd.	Ordinary Equity	6.63
Manba Fincorp Pvt. Ltd.	Ordinary Equity	5.54
Manba Infotech LLP	Ordinary Equity	9.56

Manish K. Shah	Ordinary Equity	17.41

(e) ***Dividend***

Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless:

(i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets);

(ii) 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 or distribution and after giving effect to any such action;

(iii) the Company is in compliance with the financial covenants set forth in **Schedule IX** (*Financial Covenants*); and

(iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.

(f) ***Arrangement/ consolidation, etc.***

Undertake or permit any demerger, consolidation, restructuring, re-organisation, scheme of arrangement or compromise or effect any scheme of amalgamation or reconstruction with its creditors or shareholders provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Company defaulting in relation to any of its payment obligations in relation to the Debentures.

(g) ***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 without the prior written consent of the Majority Debenture Holders.

(h) ***Merger/ Acquisition***

Undertake any merger, acquisition, restructuring, amalgamation, without the prior written consent of the Majority Debenture Holders.

(i) ***Joint Venture***

Without the prior written consent of the Majority Debenture Holders:

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

(ii) 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).

(j) ***Loans and Guarantees***

The Company shall not:

(i) extend a loan to any single individual or entity amounting to greater than 15% (Fifteen percent) of its Net Worth; or

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

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

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

(i) 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

(ii) 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

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

(l) ***Immunity***

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

(m) ***Auditor***

Change its auditor (other than pursuant to operation of law), without the prior written consent of the Majority Debenture Holders.

(n) ***Liabilities***

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

(o) ***Change of Control***

Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in dilution of shareholding of the Promoter or key shareholders leading to change in Control of the Company. Any dilution of control over the Board composition, other than appointment of independent directors.

The Company will not purchase or redeem any of its issued shares or reduce its share capital without the Debenture Trustees' prior written consent;

(p) ***Disposal of Assets***

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company, sell any business/division that has the effect of exiting the business or re-structuring of the existing business, to be with the prior consent of the Debenture

Trustee, other than any securitization/portfolio sale of assets undertaken by the Company in its ordinary course of business.

The Issuer shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without approval of the Debenture Trustee

(q) ***Management Control***

Any change in Management Control of the Company.

However, any new equity raising which results in change in the existing shareholding pattern and related change in board composition would be communicated to Debenture Trustee and Debenture Holders and consent would be sought. However, if the Debenture Holders or the Debenture Trustee does not accept or reject the same within seven (7) business days, it will be deemed as consent given by the Debenture Trustee/Debenture Holders. However, such change in shareholding resulting in Management Control or change in Control of the Issuer shall be considered as Event of Default and deemed consent as stated her is not applicable.

(r) ***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.

(s) ***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.

(t) ***Related Party Transactions***

Without prior written intimation to the Lender, the Borrower shall not enter into or perform any transaction(s) with a related party. Without prejudice to the foregoing, the Borrower shall not without the prior written consent of the Lender (i) enter into any transaction(s) in the nature of loans or advances to a related party whereby the overall outstanding amount owed to the Borrower under all such transactions exceeds 10% (Ten Percent) of its net worth, or (ii) provide any guarantee for any indebtedness of a related party. The Lender shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of thi 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).

(u) ***Financial Year***

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

(v) ***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, and/or (iv) any further issuance of equity shares or convertible instruments.
All covenants of the Issue: Financial Covenants	The Issuer shall maintain the below mentioned covenants during the entire tenor of the Debentures and till all the amounts outstanding are been duly repaid: 1. Maximum permissible ratio of Par > 90 net off Loan Loss Provisions (on the Borrower's entire portfolio including receivables sold or discounted on a non-recourse basis) to Tangible Networth shall be 20.00% (Twenty Point Zero Zero percent). 2. 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 items shall not be less than 20.00% (Twenty Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India 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 Borrower on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. (ii) credit enhancements provided by the Borrower 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 per cent from Tier I Capital and 50 per cent from Tier II Capital. 3. 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. 4. Maximum permissible ratio of sum of the Par > 90 and write- offs (on the Borrower's entire portfolio including receivables sold or discounted on a non-recourse basis) to Gross Loan Portfolio shall be 8.00% (Eight Point Zero Zero percent), write- offs would be calculated for trailing twelve months. 5. Maximum permissible ratio of Total Debt to Tangible Networth shall be 4.00x (Four Point Zero Zero times). 6. Non-Two-Wheeler Portfolio should not exceed 10% of the overall Gross Loan Portfolio during the tenor of the NCD. 7. Reduction in principal outstanding of SME portfolio to 25 Cr by Sep 30, 2023; to 20 Cr by Mar 31, 2024; to 15 Cr by Sep 30, 2024. In case the Issuer doesn't adhere to this event, the Lender shall have the right to recall the NCD and require the Issuer to make full prepayment of all amounts (with prepayment penalty) outstanding under the NCD or the Coupon Rate shall be increased by 2%. Where, "**Adjusted Tangible Net Worth**" shall mean Tangible Net worth of the Company, after deduction of credit enhancement provided as first loss protection cash collateral on a non-recourse sale of receivables and SME portfolio other than inventory funding/ loans to automobile dealerships. **"Gross Loan Portfolio"** shall include on-balance sheet and off-balance sheet portfolio. **"Off Balance Sheet Portfolio"** shall mean principal balance of loans securitized, assigned, originated on behalf of other institutions in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever. **"Portfolio at Risk greater than 90 days"** or **"PAR > 90"** shall mean, in a district or a branch or on the Borrower's Gross Loan Portfolio at any point of time, as the case may

	be, the outstanding principal value of the Borrower's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 days or more and includes restructured loans, repossessed loans and loans overdue for 90 days or more in security receipts. "**Tangible Networth**" 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. "**Total outside liability**" shall mean the sum of all the short and long term liabilities of the business, and off balance sheet liabilities, including guarantees and contingent liabilities "**Write-offs**" shall mean bad debts removed from balance sheet and deemed as non-collectible and includes loss on sale of book to ARC. 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 would be tested on quarterly basis i.e. as on 31st March, 30th June, 30th September, 31st December every year, on consolidated and standalone balance sheet till the redemption of the Debentures. The covenants shall be certified by the Company within 60 (Sixty) calendar days from the end of each financial quarter. The Debenture Trustee and the Investors shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.
All covenants of the Issue: 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: (a) <u>Monthly Reports</u> i. Provide month end ALM table in the agreed format within 30 (thirty) calendar days from the end of the month. (b) <u>Quarterly Reports</u> As soon as available and in any event within 15 (fifteen) calendar days after the end of each month, provide the list of assets hypothecated under the Deed of Hypothecation for Debentures in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. As soon as available and in any event within 45 (Forty-five) 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 in the Company;

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

(iv) a compliance certificate regarding the financial covenants set forth in **Schedule IX** (*Financial Covenants*) from statutory auditor 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 Interest 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

(e) information on:

a) New products introduced, or change in existing product features

b) New business correspondent relationships or discontinuance of existing relationships

c) Geographical expansion to any new state

d) Material changes to the IT / MIS systems

e) Change in credit bureaus used

f) Revision in the Business Plan

g) Changes in the Accounting Policy

h) Any fraud amounting to more than 1% of GLP

i) Any other financial / operational data as may be required by the Debenture Holders.

(c) Annual Reports

As soon as available, and in any event within 90 (ninety) 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 Indian GAAP 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.

(d) 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 anc 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 5 (Five) Business Days of any change in the statutory auditors/ change in credit bureau used/ change in accounting policy;

(iv) As soon as available and in any event within 5 (Five) Business Days after receiving approval by the board of the Company, the annual business plan of the Company including a detailed investment budget and forecast accounts for the following Financial Year and financial projections for at least the next 5 (five) years;

(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 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;

	(e) the Company alters 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. (g) Any fraud amounting to more than 1% of Gross Loan Portfolio (e) Disclosures under listing regulations The Company disclose all such information to the Debenture Trustee under applicable laws and shall file with the BSE all such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, Operating Circular and NCS Regulations
Conditions for Breach of covenants (as stated in the Trust Deed)	In the event of breach of affirmative covenants, negative covenants, financial covenants, the Company shall call an event of default and shall take all steps are stated below in Consequences of Event of Default **Decision making by Debenture Trustee in an Event of Default** a. In an Event of Default or breach of the covenants by the Company or any such acts/omissions which may have Material Adverse Effect on the Debentures shall the Debenture Trustee may, in its discretion, that is, without requiring any consent o confirmation of the Company and upon request in writing of 75% of the 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 meeting of the Debenture Holders) the Debenture Trustee shall take all such steps required as stated in this Clause or elsewhere in the Deed or as per applicable laws to enforce security and protect the rights of the Debentures Holders including entering into ICA to protect the interest of the Debenture Holders. b. Debenture Trustee shall take all such steps as provided in Master Circular or Debentures for transactions in defaulted debt securities post maturity date/ redemption date under provisions of NCS Listing Regulations. c. Debenture Trustee shall take all steps for the enforcement of security in an event o default including as stated in the SEBI Debenture Trustee Circular. d. Any notice for a meeting in respect of the SEBI Debenture Trustee Circular shall contain the details prescribed in the SEBI Debenture Trustee Circular, including without limitation, positive consent for signing the inter-creditor agreement, the time period within which the consent needs to be provided, and the date of meeting to be convened. e. Any action of the Debenture Trustee in respect of the occurrence of an Event o Default and the application of the SEBI Debenture Trustee Circular shall be in accordance with the decision of the Debenture Holders taken at any meeting convened in accordance with this clause, subject to the exceptions (if any) set out in the SEBI Debenture Trustee Circular.

	f. For the purposes of a meeting convened in accordance with this Clause, in accordanc with the SEBI Debenture Trustee Circular, all decisions shall require the consent o 75% (seventy five percent) of the Debenture Holders (by value) and 60% (sixty percent of the Debenture Holders (by numbers) at the ISIN level.
Event of Defaults (including manner of voting /conditions of joining Inter Creditor Agreement)	An Event of Default ("Event of Default") shall have occurred upon the happening of any event o circumstances mentioned hereunder: (a) ***Payment Defaults*** The Company does not pay on the Due Date any amount payable pursuant to this Deec 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 administrative or technical error and payment is made within 3 (Three) calendar 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, commences negotiations with one or more of its creditors with a view to rescheduling any 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 made 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.

(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, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate;

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

(C) the appointment of a liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager trustee or other similar officer in respect of all or any part of the undertaking of the Company or its Affiliate; 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 tha 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 winding up 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 thei 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.

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 o 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) ***Transaction Documents***

(i) This Deed or any other Transaction Document in whole or in part, are terminated or cease to be effective 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.

(m) ***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.

(n) ***Repudiation***

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

(o) ***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*).

(p) ***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.

(q) ***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.

(r) ***Cessation***

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

(s) ***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.

(t) ***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 o for which an appeal is pending.

(u) ***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 from March 31, 2023.

(v) ***Merger***

The rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.

(w) ***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.

(x) ***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. (y) ***Management Control and change in Control*** Change in Management Control or change in shareholding resulting in change in Control of the Issuer without prior written consent from the Debenture Trustee/Debenture Holders. (z) ***Willful default*** Any Promoters or directors or key management personnel of the Company is/are declared as willful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Company funds or revenues,, 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 or any other act having a similar effect being committed by the management or an officer of the Company. (aa) ***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 Cure Period for breach of Financial Covenants from the date of such breach. (bb) ***Rating downgrade*** If any rating of the Company from any rating agency and for any instrument gets downgraded to BBB- or below. If any time during the tenor of the debentures, the rating of the instrument is downgraded to a rating level below BBB-, the Debenture Trustee, shall have the right, but not an obligation, to require the issuer to redeem the Debentures within a period of 30 days. (cc) ***Breach of Negative Covenants and Affirmative Covenants*** Any breach of negative covenants mentioned in **Schedule XI** (*Negative Covenants*) **Schedule VII** (*Affirmative Covenants*). (dd) ***Breach of other terms of this Deed*** A breach by the Company of any of its obligations and covenants provided in terms o this Deed or other Transaction Documents (other than (a) to (dd) above) and such breach is no remedied (if capable of remedy) within the expiry of Cure Period for breach of Other Covenant from the date of such breach.
Provisions related to Cross Default Clause	As mentioned in paragraph (i) of the row titled 'Events of Default'
Consequences Of Events Of Default	On and at any time after the occurrence of an Event of Default, the Majority Debenture holder(s) shall declare that all or part of the obligations be immediately due and payable: (a) require the Company to mandatorily redeem the Debentures and repay the principa amount on the Debentures, along with accrued but unpaid interest, and other costs,

charges and expenses incurred under or in connection with this Deed and other Transaction Documents;

(b) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee 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, 199: 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 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 o 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 ir 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 o 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 this 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.

Early Redemption	Redemption of Debentures at the instance of the Company within 12 (Twelve) months from the Deemed Date of Allotment ("Lock-in Period") is not permitted. After the Lock-in Period, Company may by issuing at least 45 (Fifteen) Business Days prior written notice to Debenture Trustee ("Early Redemption Notice") redeem the Debentures on any specified day prior to the Due Date on a pro rata basis with the prior written consent of the Debenture Trustee and payment of Early Redemption Premium of 5% on the principal amount prepaid. PROVIDED HOWEVER, the Debenture Trustee shall not grant its consent for early redemption of Debentures without the prior written consent of the Majority Debenture Holders by 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) of this Deed.
Ranking	The Debentures shall constitute 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 pari passu inter se.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Creation of recovery expense fund	Details and purpose of the recovery expense fund The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the SEBI DT Master Circular, in accordance with and within the timelines prescribed in the SEBI DT Master Circular. The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero – One percent) of the Issue Size in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents. The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents. On the occurrence of an Event of Default, if the Security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the SEBI DT Master Circular for utilisation of the Recovery Expense Fund.
Risk Factors pertaining to the Issue	As mentioned in the Information Memorandum under captioned "Risk Factor"
Reissuance	Issuer reserves the right to make multiple issuances under the same ISIN with reference to SEBI circular SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated 10th August 2021 or such other amended circular issued by SEBI from time to time. Issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount as the case may be in line with said SEBI circular.
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holders from and against any claim liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer or its Promoters
Confidentiality	The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose

	information regarding this Term sheet or to file this Term sheet with any regulatory body, it shall at a reasonable time after making any such disclosure or filing, informing the other parties.
Governing Law	(a) Governing Law (i) This Deed is governed by and construed in accordance with the laws of India. (b) Jurisdiction (i) The Parties agree that the courts and tribunals at Chennai, India shall have exclusive jurisdiction to settle all disputes which may arise out of or in connection with this Deed ("Dispute"). Accordingly, any suit, action or proceedings relating to any Dispute (together referred to as "Proceedings") arising out of or in connection with this Deed may be brought in the courts and tribunals of Chennai, India and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts and tribunals. (ii) 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 Chennai, India and any claim that any such Proceedings have been brought in an inconvenient forum. The Company further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at New Delhi India shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Applicable Law. (iii) Nothing contained in this Clause ii(b) (Jurisdiction), shall limit any right of the Debenture Trustee to take the Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the 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. (iv) To the extent that the Company may in any jurisdiction claim for itself or its Assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its Assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity The Debenture Trustee, may, however, in its absolute discretion commence any Proceedings arising out of this Term Sheet in any other court and tribunal in India, 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.
Transaction Costs	The Issuer shall bear all transaction related costs incurred by the Debenture Holders/ Debenture Trustee with respect to legal counsel, valuers and auditors/ consultants. Such costs include: • Debenture Trustee fees; • Rating fees; • Stamping and registration costs in relation to all Transaction Documents; • Any other reasonable transaction related expense incurred by the Debenture Holders, Debenture Trustee.
Taxes, Duties, Costs and Expenses	Relevant taxes, duties and levies are to be borne by the Issuer.

	The charges/ fees and any amounts payable under the Debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such imposition shall be borne by the Issuer additionally.

** Reference to schedule and sections mentioned in the table above refers to schedule and sections and clauses stated in the Debenture Trust Deed.

Notes:

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

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

c. While the debt securities are secured to the extent of hundred per cent. of the amount of principal and interest or as per the terms of issue document, in favour of debenture trustee, it is the duty of the debenture trustee to monitor that the security is maintained.

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

e. The issuer shall provide granular disclosures in their placement memorandum, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

The entire proceeds of the Issue shall be utilized for meet working capital requirements of the Company.

f. While the debenture is secured against a charge to the tune of 100% of the principal and interest amount in favour of Debenture Trustee, and it is the duty of the debenture trustee to monitor that the security is maintained.

g. Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.

h. Before making the application for listing of debt securities, the Issuer shall create charge as specified in the Debenture Trust Deed/ Disclosure Document, in favour of the debenture trustee and also execute debenture trust deed (DTD) with the Debenture trustee. The Stock Exchange(s) shall list the debt securities only upon receipt of a due diligence certificate as per format specified in SEBI NCS Regulations from debenture trustee confirming creation of charge and execution of the Debenture Trust Deed. The charge created by Issuer shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Issuer.

Annexure I: Cash Flows

Issuer	**Manba Finance Limited**
Face Value per NCD	Rs.1,00,000 (Rupees One Lakh only)
Date of Allotment	August 03, 2023
Redemption Date(s) and Amounts	Each Debenture shall be redeemed at par
Initial Coupon Rate	12.60% p.a.
Frequency of the Coupon	Monthly
Day Count Convention	Actual/ Actual

Cash-flow on Per Debenture Basis

Period (Months)	Dates	Outstanding Face Value	Principal	Interest	Total Cashflows
0	03-Aug-23	1,00,000.00	(1,00,000)		(1,00,000)
1	03-Sep-23	95,833.33	4,166.67	1,070.14	5,236.80
2	03-Oct-23	91,666.67	4,166.67	992.47	5,159.13
3	03-Nov-23	87,500.00	4,166.67	980.96	5,147.63
4	03-Dec-23	83,333.33	4,166.67	906.16	5,072.83
5	03-Jan-24	79,166.67	4,166.67	891.55	5,058.21
6	03-Feb-24	75,000.00	4,166.67	844.88	5,011.54
7	03-Mar-24	70,833.33	4,166.67	748.77	4,915.44
8	03-Apr-24	66,666.67	4,166.67	755.94	4,922.61
9	03-May-24	62,500.00	4,166.67	688.52	4,855.19
10	03-Jun-24	58,333.33	4,166.67	667.01	4,833.67
11	03-Jul-24	54,166.67	4,166.67	602.46	4,769.13
12	03-Aug-24	50,000.00	4,166.67	578.07	4,744.74
13	03-Sep-24	45,833.33	4,166.67	533.61	4,700.27
14	03-Oct-24	41,666.67	4,166.67	473.36	4,640.03
15	03-Nov-24	37,500.00	4,166.67	444.67	4,611.34
16	03-Dec-24	33,333.33	4,166.67	387.30	4,553.96
17	03-Jan-25	29,166.67	4,166.67	355.83	4,522.50
18	03-Feb-25	25,000.00	4,166.67	312.12	4,478.79
19	03-Mar-25	20,833.33	4,166.67	241.64	4,408.31
20	03-Apr-25	16,666.67	4,166.67	222.95	4,389.61
21	03-May-25	12,500.00	4,166.67	172.60	4,339.27
22	03-Jun-25	8,333.33	4,166.67	133.77	4,300.43
23	03-Jul-25	4,166.67	4,166.67	86.30	4,252.97
24	03-Aug-25	0.00	4,166.67	44.59	4,211.26

SECTION 9 DISCLOSURE PERTAINING TO WILFUL DEFAULT

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

a) Name of the bank declaring the entity as a willful defaulter: NOT APPLICABLE

b) The year in which the entity is declared as a willful defaulter: NOT APPLICABLE

c) Outstanding amount when the entity is declared as a willful defaulter: NOT APPLICABLE

d) Name of the entity declared as a willful defaulter: NOT APPLICABLE

e) Steps taken, if any, for the removal from the list of willful defaulters: NOT APPLICABLE

f) Other disclosures, as deemed fit by the issuer to enable Investors to take informed decisions: NOT APPLICABLE

g) Any other disclosure as specified by the Board: NOT APPLICABLE

SECTION 10 DECLARATION

The Directors hereby declare that

A. The Company has complied with and is in compliance with the Companies Act and the rules made thereunder.

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

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

D. It is hereby declared that this Information Memorandum contains full disclosures in accordance with the Companies Act and the rules made thereunder, and the NBFC Master Directions.

E. The Issuer also confirms that this Information Memorandum does not omit disclosure of any material fact, which may make the statements made therein, in the light of the circumstances under which they are made, misleading. This Information Memorandum also does not contain any false or misleading statement.

F. The Issuer accepts no responsibility for the statements made otherwise than in this Information Memorandum or in any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at his own risk.

I am authorized by the Board of Directors of the Company vide resolution dated 27-07-2023, to sign this Information Memorandum and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this Information Memorandum and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Information Memorandum has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

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

For Manba Finance Limited

Jmota

MANBA FINANCE LTD.

Name: Mr. Jay Mota
Title: Director & Chief Financial Officer
Date: 03-08-2023

ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS

MANBA FINANCE LIMITED

BALANCE SHEET AS AT 31 MARCH,2023

(Rs. in lakhs)

Particulars	Notes	As at 31 March 2023	As at 31 March 2022
ASSETS			
Financial Assets			
Cash and cash equivalents	6	6,237.99	3,198.39
Bank balance other than cash and cash equivalents	7	4,624.53	1,805.57
Loans	8	62,331.61	48,267.35
Investments	9	1,835.99	8.01
Other financial assets	10	933.03	1,080.45
		75,963.15	54,359.80
Non-financial Assets			
Current tax assets (net)	11	165.72	287.36
Deferred tax assets (net)	12	147.21	262.25
Property, plant and equipment	13	970.13	1,131.97
Other intangible assets	14	79.84	53.79
Right of use of assets	15	1,117.85	92.80
Other non-financial assets	16	465.02	304.12
		2,945.77	2,072.29
Total Assets		78,908.92	56,432.09
LIABILITIES AND EQUITY			
LIABILITIES			
Financial liabilities			
Trade payables			
- total outstanding dues of micro enterprises and small enterprises		-	
- total outstanding dues of creditors other than micro enterprises and small enterprises	17	1,148.28	1,439.24
Debt securities	18	2,656.93	1,494.93
Borrowings (other than debt securities)	19	56,936.08	37,939.81
Lease liabilities	20	1,166.71	104.42
Other financial liabilities	21	94.80	59.02
		62,002.80	41,042.41
Non-financial liabilities			
Provisions	22	111.08	88.56
Other non-financial liabilities	23	115.93	58.17
		227.01	146.73
EQUITY			
Equity share capital	24	1,255.65	1,255.65
Other Equity	25	15,423.46	13,987.30
		16,679.11	15,242.95
Total liabilities and equity		78,908.92	56,432.09

The accompanying notes are an integral part of the financial statements

As per our report of even date
For Venus Shah & Associates
Chartered Accountants
Firm registration number - 120878W

Venus B. Shah
Partner
Membership No. - 109140
UDIN : 23109140BGYAHM6260

Place - Mumbai

For and on behalf of the Board of
Manba Finance Limited

Manish K. Shah
Managing Director
DIN -00979854

Monil M. Shah
Director
DIN -07054772

Jay K. Mota
Executive Director & CFO
DIN - 03105256

Bhavisha A. Jain
Company Secretary

Place - Mumbai

STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED 31 MARCH, 2023

(Rs. in lakhs)

Particulars	Notes	Year ended 31 March 2023	Year ended 31 March 2022
Revenue from operations			
Interest income	26	12,496.17	9,397.99
Other operating income	27	442.32	1,066.58
Total revenue from operations		12,938.49	10,464.57
Other income	28	446.40	237.87
Total income		13,384.89	10,702.44
Expenses			
Finance costs	29	5,661.89	4,658.59
Impairment on financial instruments	30	481.75	282.22
Employee benefit expense	31	2,799.86	2,287.14
Depreciation, amortisation and impairment	32	444.64	379.24
Other expenses	33	1,894.91	1,892.95
Total expenses		11,283.05	9,500.14
Profit before taxes		2,101.84	1,202.30
Tax expenses			
- Current tax	12	528.99	302.60
- Deferred tax	12	51.42	(43.27)
		580.42	259.33
Profit for the year		1,521.42	942.97
Other comprehensive income			
Items that will not be reclassified to profit or loss			
(i) Re-measurement gains / (losses) on defind benefit plans		14.39	6.47
(ii) Income tax impact		(3.62)	(1.63)
(iii) Gain on fair value of equity instruments		-	3.04
(iv) Income tax impact		-	(0.77)
Other comprehensive income for the year		10.77471	7.11
Total comprehensive income for the year (comprising profit and other comprehensive income for the year)		1,532.19	950.08
Earnings per equity shares (face value - Rs. 10 per equity share)			
Basic	34	12.12	7.51
Diluted	34	12.12	7.51

The accompanying notes are an integral part of the financial statements

As per our report of even date
For Venus Shah & Associates
Chartered Accountants
Firm registration number - 120878W

Venus B. Shah
Partner
Membership No. - 109140
UDIN: 23109140BGYAHM6260

Place - Mumbai
Date - 19.06.2023

For and on behalf of the Board of
Manba Finance Limited

Manish K. Shah
Managing Director
DIN -00979854

Monil M. Shah
Director
DIN -07054772

Jay K. Mota
Executive Director & CFO
DIN -03105256

Bhavisha A. Jain
Company Secretary

Place - Mumbai
Date - 19.06.2023

MANBA FINANCE LIMITED
STATEMENT OF AUDITED CASHFLOW STATEMENT FOR THE YEAR ENDED MARCH 31, 2023

(Rs. In Lakhs)

Particulars	31st March, 2023 (Audited)	31st March, 2022 (Audited)
A. CASH FLOW FROM OPERATING ACTIVITIES		
Net Profit before Tax & Extraordinary items	2,101.84	1,202.31
Adjustments for:		
(+)Depreciation	199.95	203.31
(+) Gratuity Provision	36.91	35.34
(-)Profit on sale of fixed assets	-	-
(-)Other Income	(96.03)	-
(-) Profit on sale of investment	-	-
(-) Profit on valuation of investment	-	3.04
Subtotal	2,242.67	1,444.00
(-)Dividend Received	-	-
(-)Income Tax Paid	528.99	302.60
Operating Profit before Working Capital Changes	1,713.68	1,141.40
(Increase)/Decrease in Current Assets	(916.89)	386.98
Increase/(Decrease) in Current Liabilities & Trade Payables	864.87	797.76
(Inrease)/Decrease in Loans given	(14,064.26)	(487.76)
Net Cash Flow from Operating activities	(12,402.60)	1,838.38
B. CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of Fixed Asset	(68.18)	(69.82)
Sale of fixed assets	4.03	1.53
Purchase of Investments	(1,827.95)	(3.04)
Sale of Investments	-	-
Other Income	-	-
Net Cash used in investing activities	(1,892.10)	(71.33)
C. CASH FLOW FROM FINANCING ACTIVITIES		
Proceeds from issue of shares	-	-
Proceeds from/(repayment of) Borrowings	20,153.28	1,861.48
Loans and Advances Given	-	-
Net Cash from Financing Activities	20,153.28	1,861.48
Net increase/ (Decrease) in cash and cash equivalents (A+B+C)	5,858.58	3,628.53
Cash and cash equivalents at the beginning of the year	5,003.93	1,375.43
Cash and cash equivalents at the close of the year	10,862.53	5,003.96

For Venus Shah & Associates
Chartered Accountants
Firm registration number - 120878W

Venus B. Shah
Partner
Membership No. - 109140
UDIN: 23109140BGYAHM6260

Place - Mumbai
Date - 19.06.2023

For and on behalf of the Board of
Manba Finance Limited

Manish K. Shah
Managing Director
DIN -00979854

Monil M. Shah
Director
DIN -07054772

Jay K. Mota
Executive Director & CFO
DIN: 03105256

Bhavisha A. Jain
Company Secretary

Place - Mumbai
Date - 19.06.2023

INDEPENDENT AUDITORS' REPORT

To the Members of Manba Finance Limited
(Erstwhile known as Manba Finance Private Limited)

Report on the Audit of the Standalone Financial Statements

Opinion

We have audited the accompanying standalone financial statements of Manba Finance Limited ("the Company"), which comprise the Balance Sheet as at 31 March 2023, the Statement of Profit and Loss (including Other Comprehensive Income), the Statement of Cash Flows and the Statement of Changes in Equity for the year then ended, and notes to the standalone financial statements, including a summary of the significant accounting policies and other explanatory information{hereinafter referred to as the 'standalone financial statements'}

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone financial statements give the information required by the Companies Act, 2013 ("the Act") in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the Act read with the Companies {Indian Accounting Standards } Rules, 2015, as amended, ('Ind AS') and other accounting principles generally accepted in India, of the state of affairs of the Company as at 31 March 2023, its profit, total comprehensive income, the changes in equity and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit of the standalone financial statements in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Act. Our responsibilities under those SAs are further described in the *Auditor's Responsibilities for the Audit of the Standalone financial statements* section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India (ICA) together with the ethical requirements that are relevant to our audit of the standalone financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our opinion on the standalone financial statements.

Emphasis of Matter

1. We draw attention to Note 40 to the Standalone Financial Statements in which the Company describes the expected credit loss on loans, reconciliation of loss allowance provisions and reconciliation of gross carrying amount. Our opinion is not modified in respect of this matter.

2. We draw attention to Note 41 to the Standalone Financial Statements in which the Company describes the fair values of financial assets and financial liabilities. Our opinion is not modified in respect of this matter.

3. We draw attention to Note 44 & 45 to the Standalone Financial Statements in which the Company describes the maturity analysis of assets and liabilities. Our opinion is not modified in respect of this matter.

301-B, Vikas Commercial, Bhakti Marg, Mulund (West), Mumbai - 400 080 I Tel.: (022) 2562 0711 I Mobile : 8655055938
Visit us at - www.venusshah.com I E-mail : info@venusshah.com

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the standalone financial statements of the current period. These matters were addressed in the context of our audit of the standalone financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. We have determined the matters described below to be the key audit matters to be communicated in our report.

Allowances for expected credit losses (ECL) as on 31st March 2023, the carrying value of loan assets measured at ammortised cost, aggregated INR 62,978.31 lakhs constituting approximately 79.81% of the company's total assets. Significant judgement is used in classifying these loan assets and applying appropriate measurement principles. ECL on such loan assets measured at ammortised cost is a critical estimate involving greater level of management judgment. As part of our risk assessment, we determined that the ECL on such loan assets has a high degree of estimation uncertainty, with a potential range of reasonable outcomes for the standalone financial statements.

The elements of estimating ECL involves increased level of audit focus are the following:

a. Qualitative and quantitative factors used in staging the loan assets measured at ammortised cost.

b. Basis used for estimating probabilities of default (PD), loss given default (LGD), and exposure at default (EAD) at product level with pastrends.

c. Judgements used in projecting economic scenarios and probability weights applied to reflect future economic conditions, and

d. Adjustments to model driven ECL results to address emerging trends (Refer note no. 2.4 iii, 3.6 and 43 (i) to the standalone financial statements.

Information technology and general controls:

The company is dependent on its information technology (IT) systems due to the significant number of transactions that are processed daily across multiple and discrete IT systems. Also, IT application controls are critical to ensure that changes to applications and underlying data are made in an appropriate manner and under controlled environments. Appropriate controls contribute to mitigating the risk of potential fraud or errors as a result of changes to applications and data. On account of the pervasive use of its IT systems, their testing of the general computer controls of the IT systems used in financial reporting was considered to be a key audit matter.

Information other than the financial statements and auditor's report thereon

The Company's management and Board of Directors are responsible for the other information. The other information comprises the information included in Management Discussion and Analysis, Board's Report including Annexures to Board's Report, Business Responsibility Report, Corporate Governance and Shareholder's Information, but does not include the standalone financial statements and our auditors' report thereon. The annual report is expected to be made available to us after the date of this auditors' report.

Our opinion on the standalone financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the standalone financial statements, our responsibility is to read the other information identified above when it becomes available and, in doing so, consider whether the other information is materially inconsistent with the standalone financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

When we read the annual report, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take necessary actions, as applicable under the relevant laws and regulations. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Standalone Financial Statements

The Company's Board of Directors are responsible for the matters stated in section 134(5) of the Act with respect to the preparation of these standalone financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the standalone financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

The Board of Directors is also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Standalone financial statements

Our objectives are to obtain reasonable assurance about whether the standalone financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these standalone financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the standalone financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls with reference to standalone financial statements in place and the operating effectiveness of such controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting in preparation of standalone financial statements and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the standalone financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the standalone financial statements, including the disclosures, and whether the standalone financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the standalone financial statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the standalone financial statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the standalone financial statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the standalone financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2020 ("the Order") issued by the Central Government of India in terms of section 143(11) of the Act, we give in the "Annexure A" a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.

2. (A) As required by Section 143(3) of the Act, we report that:

(a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

(b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.

(c) The standalone Balance Sheet, the Statement of Profit and Loss including Other Comprehensive Income, and the Statement of Cash Flows and the Statement of Changes in Equity dealt with by this Report are in agreement with the relevant books of account.

(d) In our opinion, the aforesaid standalone financial statements comply with the Ind AS specified under Section 133 of the Act.

(e) On the basis of the written representations received from the directors as on 31 March 2023, taken on record by the Board of Directors, none of the directors is disqualified as on 31 March 2023 from being appointed as a director in terms of section 164(2) of the Act.

(f) With respect to the adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure B". Our report expresses An unmodified opinion on the adequacy and operating effectiveness of the Company's internal financial controls over financial reporting.

(g) With respect to the other matters to be included in the Auditor's Report in accordance with the requirements of section 197(16) of the Act, as amended: in our opinion and according to the information and explanations given to us, the remuneration paid by the Company to its directors during the current year is in accordance with the provisions of Section 197 of the Act. The remuneration paid to any director is not in excess of the limit laid down under Section 197 of the Act. The Ministry of Corporate Affairs has not prescribed other details under Section 197(16) of the Act which are required to be commented upon by us.

(h) With respect to the other matters to be included in the Auditors' Report in accordance with Rule 11 of the Companies (Audit and Auditor's) Rules, 2014, as amended in our opinion and to the best of our information and according to the explanations given to us:

i) The Company does not have any pending litigations which would impact its financial position. The Company has disclosed the impact of pending litigations on its financial position in its standalone financial statements.

ii) The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.

iii) The Company has no amounts which are required to be transferred to the Investor Education and Protection Fund.

iv) a) The Management has represented that, to the best of its knowledge and belief, no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the Company to or in any other persons or entities, including foreign entities ("Intermediaries"), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever ("Ultimate Beneficiaries") by or on behalf of the Company or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.

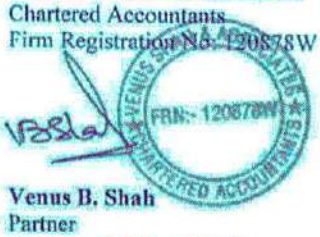
b) The Management has represented that, to the best of its knowledge and belief, no funds have been received by the Company from any persons or entities, including foreign entities ("Funding Parties"), with the understanding, whether

recorded in writing or otherwise, that the Company shall directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever ("Ultimate Beneficiaries") by or on behalf of the Funding Parties or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries.

c) Based on the audit procedures performed that have been considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause (i) and (ii) of Rule 11(e), as provided under (a) and (b) above, contain any material mis- statement.

v) The Board of directors have not proposed any interim or final dividend during the year.

For **Venus Shah & Associates**
Chartered Accountants
Firm Registration No. 120878W



Venus B. Shah
Partner
Membership No: 109140
UDIN: 23109140BGYAHM6260
Place: Mumbai
Date: June 19, 2023

Manba Finance Limited
Balance sheet as at 31 March,2022

(₹ in lakhs)

	Notes	As at 31 March 2022	As at 31 March 2021	As at 1 April 2020
ASSETS				
Financial Assets				
Cash and cash equivalents	6	3,198.39	453.93	519.92
Bank balance other than cash and cash equivalents	7	1,805.57	921.53	560.96
Loans	8	48,267.35	47,779.59	45,154.77
Investments	9	8.04	5.00	5.00
Other financial assets	10	1,080.45	1,535.38	5,408.14
		54,359.80	50,695.43	51,648.79
Non- financial Assets				
Current tax assets (net)	11	287.36	124.50	132.63
Deferred tax assets (net)	12	202.25	161.37	86.12
Property, plant and equipment	13	1,131.97	1,217.69	1,291.63
Other intangible assets	14	53.79	103.05	86.74
Right of use of assets	15	92.80	261.30	378.14
Other non-financial assets	16	304.12	230.49	178.06
		2,072.29	2,098.40	2,153.32
Total assets		56,432.09	52,793.83	53,802.11
LIABILITIES AND EQUITY				
LIABILITIES				
Financial liabilities				
Trade payables				
- total outstanding dues of micro enterprises and small enterprises		-	-	-
- total outstanding dues of creditors other than micro enterprises and small enterprises	17	1,439.24	401.69	440.13
Debt securities	18	1,499.92	3,833.33	2,200.00
Borrowings (other than debt securities)	19	37,939.81	33,744.91	37,130.74
Lease liabilities	20	104.42	281.14	383.18
Other financial liabilities	21	59.02	126.93	150.11
		41,042.41	38,388.00	40,304.16
Non-financial liabilities				
Provisions	22	88.56	59.68	24.55
Other non-financial liabilities	23	58.17	53.30	103.23
		146.73	112.98	127.78
EQUITY				
Equity share capital	24	1,255.65	1,255.65	1,255.65
Other Equity	25	13,987.30	13,037.20	12,114.27
		15,242.95	14,292.85	13,369.92
Total liabilities and equity		56,432.09	52,793.83	53,802.11

The accompanying notes are an integral part of the financial statements

As per our report of even date
For M/s ATMS & Co LLP
Chartered Accountants
Firm registration number - W100164

Suhas Shivaji Shinde
Partner
Membership No. - 117107

Place - Mumbai
Date - 23/07/2022

For and on behalf of te Baord of
Manba Finance Limited

Manish K. Shah
Managing Director
DIN -00979854

Monil M. Shah
Director
DIN -07054772

Jay K. Mota
Chief Financial Officer

Bhavisha A. Jain
Company Secretary

Place - Mumbai
Date - 23/07/2022

Manba Finance Limited
Statement of profit and loss for the year ended 31 March, 2022

(₹ in lakhs)

	Notes	Year ended 31 March 2022	Year ended 31 March 2021
Revenue from operations			
Interest income	26	9,397.99	9,631.95
Other operating income	27	1,066.58	813.59
Total revenue from operations		10,464.57	10,445.54
Other income	28	237.87	142.20
Total income		10,702.44	10,587.74
Expenses			
Finance costs	29	4,658.59	5,104.57
Impairment on financial instruments	30	282.22	245.51
Employee benefit expense	31	2,287.14	1,892.59
Depreciation, amortisation and impairment	32	379.24	362.81
Other expenses	33	1,892.95	1,776.00
Total expenses		9,500.14	9,381.48
Profit before taxes		1,202.30	1,206.26
Tax expenses			
- Current tax	12	302.60	379.90
- Defred tax	12	-43.27	-80.62
		259.33	299.28
Profit for the year		942.97	906.98
Other comprehensive income			
Items that will not be reclassified to profit or loss			
(i) Re-measurement gains / (losses) on defind benefit plans		6.47	21.34
(ii) Income tax impact		-1.63	-5.37
(iii) Gain on fair value of equity intruments		3.04	-
(iv) Income tax impact		-0.77	-
Other comprehensive income for the year		7.11	15.97
Total comprehensive income for the year (comprising profit and other comprehensive income for the year)		950.08	922.95
Earnings per equity shares (face value - ₹ 10 per equity share)			
Basic	34	7.51	7.22
Diluted	34	7.51	7.22

The accompanying notes are an integral part of the financial statements

As per our report of even date
For M/s ATMS & Co LLP
Chartered Accountants
Firm registration number - W100164

Suhas Shivaji Shinde
Partner
Membership No. - 117107

Place - Mumbai
Date-23/07/2022

For and on bahalf of tc Baord of
Manba Finance Limited

Manish K. Shah
Managing Director
DIN -00979854

Monil M. Shah
Director
DIN -07054772

Jay K. Mota
Chief Financial Officer

Bhavisha A. Jain
Company Secretary

Place - Mumbai
Date- 23/07/2022

Manba Finance Limited
Statement of Audited Cashflow Statement for the year ended March 31, 2022

(Rs. In Lakhs)

Particulars	31st March, 2022 (Audited)	31st March, 2021 (Audited)
A. CASH FLOW FROM OPERATING ACTIVITIES		
Net Profit before Tax & Extraordinary Items	1,202.31	1,206.25
Adjustments for:		-
(+)Depreciation	203.31	187.88
(+) Gratuity Provision	35.34	56.47
(+)Interest paid to Banks and Financial Institutions	4,658.59	5,104.57
[-]Profit on sale of fixed assets	-	(0.99)
(-)Other Income	-	-
(-) Profit on sale of investment	-	(9.89)
(-) Profit on valuation of investment	3.04	-
(-)Dividend Received	6,102.59	6,544.29
(-)Income Tax Paid	302.60	379.90
Operating Profit before Working Capital Changes	**5,799.99**	**6,164.39**
(Increase)/Decrease in Current Assets	386.98	3,945.28
Increase/(Decrease) in Current Liabilities & Trade Payables	797.76	(213.83)
(Increase)/Decrease in Loans given	(487.76)	(2,624.83)
Net Cash Flow from Operating activities	**6,496.97**	**7,271.01**
B. CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of Fixed Asset	(69.82)	(132.10)
Sale of fixed assets	1.53	2.84
Purchase of Investments	(3.04)	(640.30)
Sales of Investments	-	650.19
Other Income		
Net Cash used in Investing activities	**(71.33)**	**(119.37)**
C. CASH FLOW FROM FINANCING ACTIVITIES		
Interest paid to Banks and Financial Institutions	(4,658.59)	(5,104.57)
Proceeds from issue of shares	-	-
Proceeds from/(repayment of) Borrowings	1,861.48	(1,752.49)
Loans and Advances Given	-	-
Net Cash from Financing Activities	**(2,797.11)**	**(6,857.06)**
Net increase/ (Decrease) in cash and cash equivalents (A+B+C)	**3,628.53**	**294.58**
Cash and cash equivalents at the begining of the year	1,375.43	1,080.88
Cash and cash equivalents at the close of the year	5,003.96	1,375.46

As per our report of even date
For M/s ATMS & Co LLP
Chartered Accountants
Firm registration number - W100164

Suhas Shivaji Shinde
Partner
Membership No. - 117107

Place - Mumbai
Date- 23/07/2022

For and on behalf of te Baord of
Manba Finance Limited

Manish K. Shah
Managing Director
DIN -00979854

Monil M. Shah
Director
DIN -07054772

Jay K. Mota
Chief Financial Officer

Bhavisha A. Jain
Company Secretary

Place - Mumbai
Date-23/07/2022

Independent Auditors' Report on the Standalone Financial Statements

To the Members of Manba Finance Limited.

Opinion

We have audited the accompanying standalone financial statements of Manba Finance Ltd. (the 'Company'), which comprise the Balance Sheet as at 31 March 2022, the Statement of Profit and Loss (including Other Comprehensive Income), the Statement of Changes in Equity and the Statement of Cash Flows for the year then ended, and a summary of significant accounting policies and other explanatory information (hereinafter referred to as the 'standalone financial statements').

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid standalone financial statements give the information required by the Companies Act, 2013 (the 'Act') in the manner so required and give a true and fair view in conformity with the Indian Accounting Standards prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, ('Ind AS') and other accounting principles generally accepted in India, of the state of affairs of the Company as at 31 March 2022, and its profit, total comprehensive income, the changes in equity and its cash flows for the year ended on that date.

Basis for opinion

We conducted our audit of the standalone financial statements in accordance with the Standards on Auditing specified under section 143(10) of the Act ('SAs'). Our responsibilities under those standards are further described in the Auditors' responsibility for the audit of the standalone financial statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India ('ICAI') together with the ethical requirements that are relevant to our audit of the standalone financial statements under the provisions of the Act and the Rules made thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ICAI's Code of Ethics. We believe that the audit evidence obtained by us is sufficient and appropriate to provide a basis for our audit opinion on the standalone financial statements.

Emphasis of matter

We draw attention to note no. 43 (B) (i) and note no. 47 to the standalone financial statements in which the Company describes the continuing uncertainties arising from the COVID-19 pandemic. Our opinion is not modified in respect of this matter.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the standalone financial statements of the current period. These matters were addressed in the context of our audit of the standalone financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. We have determined the matters described below to be the key audit matters to be communicated in our report.

Allowances for expected credit losses ('ECL'): As at 31 March 2022, the carrying value of loan assets measured at amortised cost, aggregated Rs. 489.08 crore constituting approximately 86.67% of the Company's total assets. Significant judgement is used in classifying these loan assets and applying appropriate measurement principles. ECL on such loan assets measured at amortised cost is a critical estimate involving greater level of management judgement. As part of our risk assessment, we determined that the ECL on such loan assets has a high degree of estimation uncertainty, with a potential range of reasonable outcomes for the standalone financial statements.

The elements of estimating ECL which involved increased level of audit focus are the following:

- Qualitative and quantitative factors used in staging the loan assets measured at amortised cost;

- Basis used for estimating probabilities of default ('PD'), loss given default ('LGD') and exposure at default ('EAD') at product level with past trends;

- Judgements used in projecting economic scenarios and probability weights applied to reflect future economic conditions; and

- Adjustments to model driven ECL results to address emerging trends. (Refer note no. 2.4.iii, 3.6 and 43 (i) to the standalone financial statements)

2. Information technology and general controls: The Company is dependent on its information technology ('IT') systems due to the significant number of transactions that are processed daily across such multiple and discrete IT systems. Also, IT application controls are critical to ensure that changes to applications and underlying data are made in an appropriate manner and under controlled environment. Appropriate controls contribute to mitigating the risk of potential fraud or errors as a result of changes to applications and data. On account of the pervasive use of its IT systems, the testing of the general computer controls of the IT systems used in financial reporting was considered to be a key audit matter.

Management's responsibility for the standalone financial statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Act with respect to the preparation of these standalone financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, changes in equity and cash flows of the Company in accordance with the Ind AS and other accounting principles generally accepted in India. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgements and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the standalone financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the standalone financial statements, Management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The Board of Directors of the Company is also responsible for overseeing the Company's financial reporting process

Auditors' responsibility for the audit of the standalone financial statements

Our objectives are to obtain reasonable assurance about whether the standalone financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these standalone financial statements.

As part of an audit in accordance with SAs, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

• Identify and assess the risks of material misstatement of the standalone financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal financial control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls.

• Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Management.

• Conclude on the appropriateness of Management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the standalone financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.

• Evaluate the overall presentation, structure and content of the standalone financial statements, including the disclosures, and whether the standalone financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Materiality is the magnitude of misstatements in the standalone financial statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the standalone financial statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the standalone financial statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the standalone financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on other legal and regulatory requirements

1. As required by section 143(3) of the Act, based on our audit on the separate financial statements, we report that:

(a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

(b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.

(c) The Balance Sheet, the Statement of Profit and Loss including Other Comprehensive Income, Statement of Changes in Equity and the Statement of Cash Flows dealt with by this Report are in agreement with the relevant books of account.

(d) In our opinion, the aforesaid standalone financial statements comply with the Ind AS specified under section 133 of the Act.

(e) On the basis of the written representations received from the Directors as on 31 March 2022 taken on record by the Board of Directors, none of the Directors are disqualified as on 31 March 2022 from being appointed as a Director in terms of section 164(2) of the Act.

(f) With respect to the adequacy of the internal financial controls with reference to financial statements of the Company and the operating effectiveness of such controls, refer to our separate report in 'Annexure A'. Our report expresses an unmodified opinion on the adequacy and operating effectiveness of the Company's internal financial controls with reference to financial statements.

(g) With respect to the other matters to be included in the Auditors' Report in accordance with the requirements of section 197(16) of the Act, as amended, in our opinion and to the best of our information and according to the explanations given to us, the remuneration paid by the Company to its Directors during the year is in accordance with the provisions of section 197 of the Act.

(h) With respect to the other matters to be included in the Auditors' Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended in our opinion and to the best of our information and according to the explanations given to us:

i. The Company has disclosed the impact of pending litigations on its financial position in its standalone financial statements.

ii. The company has not made any long-term contracts including derivative contracts.

iii. There has been no account required to prepared in relation to Investor Education and Protection Fund by the company.

iv. (a) The Management has represented that, to the best of its knowledge and belief, no funds (which are material either individually or in the aggregate) have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the Company to or in any other person(s) or entity(ies), including foreign entities ('Intermediaries'), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Company ('Ultimate Beneficiaries') or provide any guarantee, security or the like on behalf of the ultimate beneficiaries;

(b) The Management has represented, that, to the best of its knowledge and belief, no funds (which are material either individually or in the aggregate) have been received by the Company from any person(s) or entity(ies), including foreign entities ('Funding Parties'), with the understanding, whether recorded in writing or otherwise, that the Company shall, directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the funding party ('Ultimate Beneficiaries') or provide any guarantee, security or the like on behalf of the ultimate beneficiaries; and

(c) Based on the audit procedures that has been considered reasonable and appropriate in the circumstances, nothing has come to our notice that has caused us to believe that the representations under sub-clause (i) and (ii) of Rule 11(e), as provided under (a) and (b) above, contain any material misstatement.

2. As required by the Companies (Auditors' Report) Order, 2020 (the 'Order') issued by the Central Government in terms of section 143(11) of the Act, we give in 'Annexure B' a statement on the matters specified in paragraphs 3 and 4 of the Order.

(xvii) The Company has not incurred cash losses during the financial year covered by our audit and in theimmediately preceding financial year.

(xviii) Resignation of the statutory auditors during the year are not applicable.

(xix) On the basis of the financial ratios, ageing and expected dates of realization of financial assets and payment of financial liabilities, other information accompanying the financial statements, our knowledge of the Board of Directors and Management plans and based on our examination of the evidence supporting the assumptions, nothing has come to our attention, which causes us to believe that any material uncertainty exists as on the date of the audit report, that Company is capable of meeting itsliabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet date. We, however, state that this is not an assurance as to the future viability of the Company. We further state that our reporting is based on the facts up to the date of the audit report and we neither give any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date, will get discharged by the Company as and when they fall due.

(xx) (a) There are no unspent amounts towards Corporate Social Responsibility (CSR) on other than ongoing projects requiring a transfer to a fund specified in schedule VII to the Companies Act in compliance with second proviso to sub-section (5) of section 135 of the said Act. Accordingly, reporting under paragraph 3(xx)(a) of the Order is not applicable for the year.

(b) In respect of ongoing projects, the Company has no unspent CSR amount as at the balance sheet date out of the amounts that was required to be spent during the year, to a special account till the date of our report. However, the time period for such transfer i.e. 30 days from the end of the financial year as permitted under section 135(6) of the Act, has not elapsed till thedate of our report.

(xxi) In respect of any qualifications or adverse remarks by the respective auditors in the Companies (Auditor's Report) Order (CARO) reports of the companies included in the consolidated financial statements, company not have any subsidiary, thus this Order is not applicable.

For M/s ATMS & Co. LLP
Chartered Accountants
Firm Registration No. W100164

SUHAS SHIVAJI SHINDE
Partner
Membership No. 117107
Place: Thane
Date: 26th August, 2022
UDIN: 22117107AQAJRO9818

MANBA FINANCE LIMITED

(CIN - U65923MH1996PLC099938)

Balance Sheet as at 31st March, 2021

Particulars	Note No	31st March, 2021	31st March, 2020
I. EQUITY AND LIABILITIES			
Shareholder's Funds			
(a) Share Capital	1	125,564,700	125,564,700
(b) Reserves and Surplus	2	1,347,931,697	1,234,207,028
Non-Current Liabilities			
(a) Long-term borrowings	3	3,769,811,186	3,941,265,600
(b) Deferred tax liabilities (Net)	4	4,116,452	4,884,569
(c) Other Long term liabilities		-	-
(d) Long term provisions		-	-
Current Liabilities			
Short-term borrowings		-	-
Trade payables	5	40,013,827	44,059,259
Other current liabilities	6	6,277,474	10,322,779
Short-term provisions	7	55,275,109	48,704,254
Total		5,348,990,445	5,409,008,189
II.Assets			
Non-current assets			
	8		
(i) Tangible assets		132,073,525	137,836,993
(ii) Intangible assets			
(b) Non-current investments	9	500,000	500,000
(c) Deferred tax assets (net)		-	-
(e) Other non-current assets		-	-
Current assets			
(a) Current investments		-	-
(b) Inventories		-	-
(c) Trade receivables		-	-
(d) Cash and cash equivalents	10	137,545,768	108,138,459
(e) Loans and advances	11	5,021,709,564	5,115,932,251
(e) Other advances	12	1,746,658	734,462
(f) Other current assets	13	55,414,930	45,866,024
Total		5,348,990,445	5,409,008,189

As per our Report of even date
For M/s ATMS & CO LLP
Chartered Accountants
Firm No :W100164

ATMS & Co. LLP THANE Chartered Accountants

SUHAS SHIVAJI SHINDE
Partner
M.No 117107
Place:- Thane
Date : 14th August, 2021.
UDIN NO - 21117107AAAAJS1419

For and on behalf of the Board
For Manba Finance Limited

MANBA FINANCE LTD.

KIRIT R SHAH
Chairman

MANISH K SHAH
Managing Director
(DIN - 00979854)

JAY K MOTA
CHIEF FINANCE OFFICER

BHAVISHA A. JAIN
COMPANY SECRETARY
(M. NO - A44215)

(CIN - U65923MH1996PLC099938)

Profit and Loss statement for the period ended 31st Mar,2021

Particulars	Note No	31st March, 2021	31st March, 2020
I. Revenue from operations	14	1,084,156,789	1,178,217,248
II. Other Income	15	1,287,219	6,831,559
III. Total Revenue (I +II)		**1,085,444,008**	**1,185,048,807**
IV. Expenses:			
Employee benefit expense	16	187,125,409	211,475,715
Financial costs	17	506,570,067	502,376,901
Depreciation and amortization expense	18	18,788,221	19,361,718
Other expenses	19	222,013,454	212,730,637
Total Expenses		**934,497,151**	**945,944,971**
V. Profit before exceptional and extraordinary items and tax (III - IV)		150,946,857	239,103,836
VI. Exceptional Items		-	-
VII. Profit before extraordinary items and tax (V - VI)		150,946,857	239,103,836
VIII. Extraordinary Items			
IX. Profit before Tax (VII - VIII)		**150,946,857**	**239,103,836**
X. Tax expense:			
(1) Current Tax		37,990,305	60,177,653
(2) Deferred Tax		(768,117)	(3,484,921)
(3) Short provision for Tax			438,561
		37,222,188	57,131,293
XI. Profit(Loss) from the perid from continuing operations	(IX - X)	113,724,669	181,972,542
		113,724,669	**181,972,542**
		113,724,669	**181,972,542**
XII. Profit/(Loss) from discontinuing operations		-	-
XIII. Tax expense of discounting operations		-	-
XIV. Profit/(Loss) from Discontinuing operations (XII - XIII)		-	-
XV. Profit/(Loss) for the period (XI + XIV)		**113,724,669**	**181,972,542**
XVI. Earning per equity share:			
(1) Basic - Reported		*9.06*	*19.28*
Basic - Adjusted			
(2) Diluted		*9.06*	*19.28*

As per our Report of even date
For M/s ATMS & CO LLP
Chartered Accountants
Firm No :W100164

ATMS & Co. LLP ★ THANE ★ Chartered Accountants

SUHAS SHIVAJI SHINDE
Partner
M.No 117107
Place:- Thane
Date : 14th August, 2021.
UDIN NO - 21117107AAAAJS1419

For and on behalf of the Board
For Manba Finance Limited

MANBA FINANCE

KIRIT R SHAH
Chairman

MANBA FINANCE LTD.

MANISH K. SHAH
Managing Director
(DIN - 00979854)

MANBA FINANCE

JAY K MOTA
CHIEF FINANCE OFFICER

MANBA FINANCE LTD.

BHAVISHA A. JAIN
COMPANY SECRETARY
(M. NO - A44248)

(CIN - U65923MH1996PLC099938)

Cash Flow Statement for the year ended on 31st March 2021

Particulars	31st March, 2021	31st March, 2020
A. CASH FLOW FROM OPERATING ACTIVITIES		
Net Profit before Tax & Extraordinary Items	150,946,857	239,103,836
Adjustments for:		
(+)Depreciation	18,788,221	19,361,718
(+) Exceptional Items		
(+)Interest paid to Banks and Financial Institutions	506,570,067	502,376,901
(-)Profit on sale of fixed assets	(98,672)	(6,823,553)
(-)Other Income	(199,261)	(8,006)
(-) Profit on sale of Investment	(989,286)	
	675,017,926	754,010,896
(-)Dividend Received		
(-)Income Tax Paid	37,990,305	60,616,214
Operating Profit before Working Capital Changes	637,027,621	693,394,681
(Increase)/Decrease in Current Assets	(10,561,102)	139,697,860
Increase/(Decrease) in Current Liabilities & Trade Payables	(1,519,882)	(195,602,117)
(Inrease)/Decrease in Loans given	94,222,687	(571,652,070)
Net Cash Flow from Operating activities	719,169,324	65,838,354
B. CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of Fixed Asset	(13,209,854)	(15,230,861)
Sale of fixed assets	283,773	8,807,801
Purchase of Investments	(64,029,989)	
Sales of Investments	65,019,275	-
Other Income	199,261	8,006
Net Cash used in Investing activities	(11,737,534)	(6,415,054)
C. CASH FLOW FROM FINANCING ACTIVITIES		
Interest paid to Banks and Financial Institutions	(506,570,067)	(502,376,901)
Proceeds from issue of shares		149,999,976
Proceeds from Borrowings	(171,454,414)	220,643,384
Loans and Advances Given		
Net Cash from Financing Activities	(678,024,481)	(131,733,541)
Net Increase/ (Decrease) in cash and cash equivalents (A+B+C)	29,407,309	(72,310,241)
Cash and cash equivalents at the begining of the year	108,138,459	180,448,700
Cash and cash equivalents at the close of the year	137,545,768	108,138,459
	137,545,768	108,138,459
	(0)	(0)

As per our Report of even date
For M/s ATMS & CO LLP
Chartered Accountants
Firm No :W100164

ATMS & Co. LLP THANE Chartered Accountants

SUHAS SHIVAJI SHINDE
Partner
M.No 117107
Place:- Thane
Date : 14th August, 2021.
UDIN NO - 21117107AAAAJS1419

For and on behalf of the Board
For Manba Finance Limited

MANBA FINANCE LTD.

KIRIT K SHAH
Chairman

MANISH K SHAH
Managing Director
(DIN - 00979854)

JAY K MOTA
CHIEF FINANCE OFFICER

BHAVISHA A JAIN
COMPANY SECRETARY
(M. NO - A44249)

Independent Auditor's Report

TO THE MEMBERS OF MANBA FINANCE LIMITED

Report on the Audit of the Standalone Financial Statements

Opinion

We have audited the standalone financial statements of Manba Finance Limited ("the Company"), which comprise the balance sheet as at 31st March 2021, and the statement of Profit and Loss, and the statement of cash flows for the year then ended, and notes to the financial statements, including summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid -standalone financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2021, and profit/loss and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the Code of Ethics issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules there under, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.





Emphasis of Matter - Assessment of COVID 19 Impact

We draw attention to Note 13 to the financial statement, which describes the uncertainty arising from COVID 19 pandemic and impacting the Company's operations and estimates related to recovery of loans, which are dependent on future developments regarding the severity and duration of the pandemic.

Our opinion is not modified in respect of this matter

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the Standalone Financial Statements for the financial year ended March 31, 2021. These matters were addressed in the context of our audit of the Standalone Financial Statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

We have determined, depending on the fact and the circumstances and explanations givens to us, that there are no key audit matters to be communicated in our report. We have fulfilled the responsibilities described in the Auditor's responsibilities for the audit of the standalone financial statements section of our report, including in relation to these matters. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the standalone financial statements. The results of our audit procedures provide the basis for our audit opinion on the accompanying standalone financial statements.

Management's and Board of Directors' Responsibilities for Standalone Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these standalone financial statements that give a true and fair view of the financial position, financial performance, and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the accounting Standards specified under section 133 of the Act. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statement that give a true and fair view and are free from material misstatement, whether due to fraud or error.



In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our



auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
- We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Report on Other Legal and Regulatory Requirements

As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, we give in the Annexure A a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.

As required by Section 143(3) of the Act, we report that:

(a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

(b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.

(c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement dealt with by this Report are in agreement with the books of account.

(d) In our opinion, the aforesaid standalone financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.

(e) On the basis of the written representations received from the directors as on 31st March, 2019 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2019 from being appointed as a director in terms of Section 164 (2) of the Act.

(f) With respect to the adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure B".



(g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

i. The Company does not have any pending litigations other than as disclosed in Clause 7(b) of Annexure A which would impact its financial position.

ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.

iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

For M/s ATMS & Co LLP
Chartered Accountants
Firm Registration No.: W1001464



SUHAS SHIVAJI SHINDE
Partner
Membership No.: 117107
Place: Thane
Date: 14th August, 2021
UDIN: 21117107AAAAJS1419

ANNEXURE II: CREDIT RATING LETTER

-

CareEdge RATINGS

No. CARE/HO/RL/2023-24/2015

Mr. Jay Mota
Chief Financial Officer
Manba Finance Limited
324, Runwal Heights,
Opp. Shoppers Stop,
L.B.S Marg, Mulund (West),
Mumbai
Maharashtra 400080

July 26, 2023

Confidential

Dear Sir,

Credit rating for proposed Non-Convertible Debenture issue.

Please refer to your request for rating of proposed Non-convertible Debenture (NCD) issue aggregating to Rs.40 crore of your Company..

2. The following ratings have been assigned by our Rating Committee:

Sr. No.	Instrument	Amount (Rs. crore)	Rating[1]	Rating Action
1.	Non-Convertible Debentures	40.00	CARE BBB+; Stable (Triple B Plus; Outlook: Stable)	Assigned
	Total Instruments	40.00 (Rs. Forty Crore Only)		

3. Please arrange to get the rating revalidated, in case the proposed issue is not made within a period of six months from the date of our initial communication of rating to you (that is July 26, 2023).

4. In case there is any change in the size or terms of the proposed issue, please get the rating revalidated.

5. 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.

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CIN: U65993WB2010PTC152401

VARDHMAN
TRUSTEESHIP PRIVATE LIMITED
Nurturing & Protecting Your Trust

CL/MUM/23-24/DEB/89

Date: 25th July, 2023

To
Manba Finance Limited
A-79, Road no 16,
Wagle Estate,
Thane - 400604

Kind Attn: Mr. Jay Mota

Dear Sir,

Sub: Proposed Private Placement issue of Rated, Unsubordinated, Listed, Secured, Transferable Redeemable Non-Convertible Debentures ("Issue") aggregating up to 25 Crore ("Issue") of Manba Finance Limited ("Company").

We, the undersigned, hereby consent to be named as the Debenture Trustee to the Issue and to our name being inserted as the Debenture Trustee to the Issue in the Information Memorandum/disclosure document/listing application or any other document to be filed with the BSE/NSE Limited ("Stock Exchange") or any other authority as required. The following details with respect to us may be disclosed:

Name	Vardhman Trusteeship Private Limited
Address	The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai-400051
Tel	22 4264 8335/ 22 4014 0832
Email	corporate@vardhmantrustee.com
Website	https://vardhmantrustee.com
Contact Person	Rushabh Desai
SEBI Registration No	IND000000611
CIN	U65993WB2010PTC152401
Logo	VARDHMAN TRUSTEESHIP PVT LTD Nurturing & Protecting Your Trust

We confirm that we are registered with the SEBI and that such registration is valid as on the date of this letter. We enclose a copy of our registration certificate enclosed herein as Annexure A and declaration regarding our registration with SEBI as Annexure B. We also confirm that we have not been prohibited by SEBI to act as an intermediary in capital market issues.

Yours faithfully,
For Vardhman Trusteeship Private Limited

Vardhman Trusteeship Pvt. Ltd.

Authorised Signatory

ANNEXURE IV: BOARD RESOLUTION

MANBA FINANCE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF MANBA FINANCE LIMITED HELD ON THURSDAY 27TH JULY, 2023 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 324, RUNWAL HEIGHTS, OPP. NIRMAL LIFESTYLES, L.B.S. MARG, MULUND (WEST), MUMBAI 400 080 INDIA.

"**RESOLVED THAT** pursuant to the provisions of Sections 42, 71, 179 (3) (c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "**Act**"), the Foreign Exchange Management Act, 1999 (as amended from time to time), rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("**RBI**"), the Securities and Exchange Board of India ("**SEBI**"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, and the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended, or any other regulatory authority, whether in India or abroad, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchanges (the "**Stock Exchanges**") where the securities of the Company may be listed, and subject to approvals, consents, sanctions, permissions as may be required from any appropriate statutory and regulatory authorities, and subject to such approvals, consents, permissions and sanctions as may be required from any regulatory authority, the approval of the Board be and is hereby accorded for (a) issue and allotment of 2500 (Two Thousand Five Hundred) Rated, Unsubordinated, Listed, Secured, Transferable Redeemable Non-Convertible debentures denominated in Indian Rupees ("**INR**") each having a face value of INR 1,00,000 (Indian Rupees One Lakh) and aggregating to a face value of INR [25,00,00,000 (Indian Rupees Twenty Five Crore)] or such other amount as may be determined ("**Debentures**") at such interest rate as may be agreed, payable quarterly or at such others interest periods as may be agreed, subject to deduction of taxes at source in accordance with applicable law, with or without gross up, and for a period of 24 Months or such other maturity as may be determined, on a private placement basis to Vardhaman Trusteeship Pvt Limited acting in its capacity as the trustee of the Northern Arc Capital Limited as its scheme (being the identified persons for the purposes of Section 42(2) of the Act) ("**Investors**") for raising debt for the general corporate purposes of the Company and for the ordinary course of business of the Company including repayments and/or refinancing of existing debt, and (b) collateralise the amounts to be raised pursuant to the issue of Debentures together with all interest and other charges thereon to be secured (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 (the "**Security/Collateral**")."

MANBA FINANCE LTD.

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"RESOLVED FURTHER THAT Jay K. Mota (**"Authorised Persons"**) be and are hereby severally authorised to do such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures, including, without limitation the following:

(a) seeking, if required, any approval, consent or waiver from any/all concerned governmental and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue, offer and allotment of the Debentures;

(b) executing the term sheet in relation to the Debentures;

(c) negotiating, approving and deciding the terms of the issue of Debentures and all other related matters;

(d) seeking the listing of any of the Debentures on any Stock Exchange, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;

(e) approving the debt disclosure document/information memorandum and the private placement offer cum application letter (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;

(f) finalising the terms and conditions of the appointment of an arranger, a debenture trustee, a registrar and transfer agent, a credit rating agency, legal counsel, a depository and such other intermediaries as may be required including their successors and their agents;

(g) finalising the terms of the the issue, offer and allotment of the Debentures;

(h) entering into arrangements with the depository in connection with issue of Debentures in dematerialised form;

(i) creating and perfecting the Security/Collateral as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue, offer and allotment of the Debentures;

(j) finalising the date of allocation and the deemed date of allotment of the Debentures;

(k) 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

MANBA FINANCE LTD.

limited to the RBI, SEBI (if so required), any Stock Exchange, the relevant 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;

(l) to execute all documents with, file forms with and submit applications to any Stock Exchange (if so required), the relevant registrar of companies, the Ministry of Corporate Affairs including CHG 9, the relevant sub-registrar of assurances (if so required), Central Registry of Securitisation Asset Reconstruction and Security Interest or any depository;

(m) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;

(n) take all such actions as for setting up of recovery expense fund/debenture redemption reserve;

(o) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):

(i) the debt disclosure document/information memorandum and private placement offer cum application letter for the issue, offer and allotment of the Debentures (collectively, the "**Disclosure Documents**");

(ii) debenture certificate for the Debentures/credit to the demat account of the investor;

(iii) debenture trust deed, debenture trustee agreement, deed of hypothecation, and any other documents required for the creation of security interest over the Company's movable properties and assets or the issue, offer and allotment of the Debentures (including any powers of attorney in connection thereto), and any other document in relation thereto (collectively, the "**Transaction Documents**");

(iv) any other documents required for the purposes of the issue, offer and allotment of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and

(v) any other document designated as a Transaction Document by the debenture trustee/ holders of the Debentures;

(p) do all acts necessary for the issue, offer and allotment of the Debentures in accordance with the terms set out in the Disclosure Documents and the Transaction Documents; and

MANBA FINANCE LTD.

(q) to generally do any other act or deed, to negotiate and execute any documents, applications,

(r) agreements, undertakings, deeds, affidavits, declarations and certificates in relation to (a) to(o) above, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures."

"**RESOLVED FURTHER THAT** the Authorised Person 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 relevant registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, or any depository, and other relevant governmental authorities."

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

"**RESOLVED FURTHER THAT** the Authorised Person be and are hereby severally authorised to record the name of the holders of the Debentures in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance and allotment of the Debentures and the listing of the Debentures."

"**RESOLVED FURTHER THAT** the Authorised Person be and are hereby severally authorised to pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities."

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

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

MANBA FINANCE LTD.

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

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

CERTIFIED TO BE TRUE

For Manba Finance Limited

Bhavisha Ashish Jain

Bhavisha Jain
Company Secretary
M No. A44249

MANBA FINANCE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT ANNUAL GENERAL MEETING OF THE MANBA FINANCE LIMITED HELD ON TUESDAY, 24TH SEPTEMBER, 2019 AT ITS OFFICE SITUATED AT 324 RUNWAL HEIGHTS L .B. S. MARG OPP. NIRMAL LIFE STYLE, MULUND (W), MUMBAI-400080 AT 11:00 A.M.

To Enhance the Borrowing limits.

"RESOLVED THAT in supersession of the earlier resolution passed by the Members here before, the consent of the Company be and is hereby accorded pursuant to Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013, or any statutory modification(s) or re-enactment, or any statutory modification thereof, to the Board of Directors of the Company including a Committee thereof (hereinafter referred to as "the Board") for borrowing moneys (apart from temporary loans from time to time obtained from the Bankers, Foreign institutions and Foreign currency loan in the ordinary course of business) in excess of the aggregate of paid up share capital, free reserves and security premium that is to say, reserves not set specific purpose as the Board may, from time to time, deem necessary and/or expedient, provided that the sum or sums so borrowed and remaining outstanding at any one time on account of principal shall not exceed Rs. 1000 Crore (Rupees One Thousand Crore only)."

"RESOLVED FURTHER THAT the Board of Directors of the Company be and are hereby authorized to do all such acts deeds, things and execute all such documents as may be considered necessary in order to give effect to the foregoing resolution and to file all documents and returns with the Registrar of Companies, Mumbai."

Certified True Copy

FOR MANBA FINANCE LIMITED

MANBA FINANCE LTD.

Manish K. Shah
Managing Director
DIN: 00979854
Date: 24.09.2019

ANENXURE VI: CREDIT RATING RATIONALE

Press Release

CareEdge RATINGS

Manba Finance Limited
July 28, 2023

Facilities/Instruments	Amount (₹ crore)	Rating[1]	Rating Action
Long-term bank facilities	230.08	CARE BBB+; Stable	Reaffirmed
Non-convertible debentures	0.83 (Reduced from 10.83)	CARE BBB+; Stable	Reaffirmed
Non-convertible debentures	-	-	Withdrawn
Non-convertible debentures	40.00	CARE BBB+; Stable	Assigned

Details of instruments/facilities in Annexure-1.

Rationale and key rating drivers

The ratings assigned to the various debt instruments and bank facilities of Manba Finance Limited (MFL) continue to factor in experience of the management in two-wheeler (2W) financing, comfortable capitalisation levels and improving profitability parameters. The ratings remain constrained by moderate asset quality, muted business growth with some traction in current fiscal year, continued geographical & product concentration, and moderate resource profile of the company.

The company's ability to further scale up the business along with improvement in profitability while maintaining healthy asset quality will remain a key monitorable.

Rating sensitivities: Factors likely to lead to rating actions

Positive factors: Factors that could, individually or collectively, lead to positive rating action or upgrade

- Sustained scaling up of the business with significant growth in the loan book of the company while also maintaining healthy asset quality and profitability.
- Material improvement in the liquidity profile of the company with less dependence on the cash credit lines and diversification in the resource profile.

Negative factors: Factors that could, individually or collectively, lead to negative rating action or downgrade

- Continued deterioration in the gross non-performing asset (GNPA) beyond 4.5% on a sustained basis.
- Lack of significant scale up in loan book over the medium term.
- Weakness in profitability and/or capitalisation profile with asset under management (AUM) to tangible net worth (TNW) rising above 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 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

MANBA FINANCE LTD.

Detailed description of the key rating drivers:

Key strengths

Strong experience in 2W financing

MFL has been in 2W financing since 1996 having a vintage of 27 years, and has gained considerable experience in this segment. Currently it has tie-ups with more than 500 dealers out of which approximately 250 are authorised dealers and the remaining are multi brand outlets (MBOs). The company has expanded its presence in Maharashtra, Gujarat, Rajasthan and Chhattisgarh. The company now has its presence in four states across 55 locations as on March 31, 2023. The company has now also started financing used 2W on a steady state basis, given its experience and knowledge in this industry. In addition to this, the company also offers top-up loans to its existing customers against the 2W finance.

Improvement in profitability parameters in current fiscal year

During FY23, the profitability of the company improved and stood at profit after tax (PAT) of ₹15.22 crore as against the PAT of ₹9.43 crore during FY22. Consequently, return on average total assets (ROTA) stood at 2.26% during FY23 (FY22: 1.73%). The improvement in ROTA was driven by increase in the net interest margins (NIMs), as new disbursements were done at an increased lending rate given the increase interest rate environment. As a result, the average yield on advances stood at 22.34% in FY23 as against 19.31% in FY22. During FY23, the disbursements were ₹455 crore; the highest in last 4 years. On the other hand, the average cost of funds improved by 68 bps and stood at 11.41% in FY23, as the company's borrowing through securitisation has increased over a period of time which has benefitted the company as the rates are relatively lower. During FY23, funds worth ₹158 crore were raised through securitisation as against ₹50.81 crore during FY22. The sustainability of the improved profitability will remain a key monitorable.

Comfortable capitalisation and gearing levels

The company continues to maintain healthy capitalisation levels. As on March 31, 2023, total capital adequacy ratio (CRAR) stood at 33.73% (entirely comprising of Tier-1 capital) as against 30.74% as on March 31, 2022. The current CRAR level is comfortable as against the regulatory requirement of 15% indicating sufficient capital cushion for business growth as well as to absorb losses (if any). Given the increase in disbursements during FY23, the total debt of the company stood at ₹598 crore as on March 31, 2023 as against ₹394 crore as on March 31, 2022. Consequently, gearing increased to 3.63x as on March 31, 2023 (2.63x as on March 31, 2022). Post the capital infusion in FY20, there has been no further capital infusion till date. However, for fiscal 2024, the company plans to raise private equity of around ₹75 crore-₹100 crore.

Key weaknesses

Average; albeit improving asset quality

The asset quality of the loan portfolio was impacted due to COVID-19 pandemic, which impacted the earnings and cashflows of the customers. The asset quality started to deteriorate from June 2021 with GNPAs at 6.88% and 5.21% as on September 30, 2021. Furthermore, GNPA stood at 5.62% as on December 31, 2021. Though, in absolute terms, the GNPA numbers are increasing marginally q-o-q; due to increased base, i.e., the loan book size and the new IRCAP norms, the ratios seem to be improving post December 2021 quarter. As on March 31, 2023, the GNPA improved to ₹23.69 crore as against ₹26.57 crore as on December 31, 2022, driven by improvement in on-time collections from 87% in the month of December 2022 to 90% in the month of March 2023. Consequently, GNPA in ratio terms also improved to 3.74% as on March 31, 2023 from 4.18% as on December 31, 2022. Additionally, during Q4FY23, the company sold net loans (includes loans in 90+dpd and 60+ dpd) worth ₹21 crore to asset reconstruction company (ARC). This has helped the company in improving the asset quality in FY23. Provision coverage for NPA stood at 16% leading to net NPA (NNPA) at 3.14% as on March 31, 2023. There has been no restructuring of loans done by the company during FY23. During FY23, the company did a write-off of ₹2.46 crore as against ₹2.97 crore during

FY22. The company's effort for recovery of overdues and improving the asset quality on absolute basis will remain a key monitorable at least for the next 2-3 quarters.

Muted growth in FY22; however, some traction seen in FY23

The lending activity of the company started getting impacted since the beginning of the COVID-19, i.e., March 2020 which gained traction during the festive season from October 2020. However, the second COVID-19 wave again impacted the disbursements for first 6 months of FY22. Given the loss of business opportunities, the AUM grew moderately, and as on March 31, 2022, stood at ₹489 crore as against ₹484 crore as on March 31, 2021. Disbursements in FY23 reached its highest level at ₹455 crore as against ₹313 crore in FY22. As a result, loan book stood at ₹630 crore as on March 31, 2023, as against ₹489 crore as on March 31, 2022.

Given the vintage of the company in the 2W financing industry, the scale of operation continues to remain moderate. The ability of the company to further grow and expand along with asset quality being maintained at a level which will not lead to an impact on the credit cost of the company will remain a key monitorable.

Geographical and product segment concentration

MFL has high reliance on monoline product segment. As on March 31, 2023, 95% of the AUM was concentrated towards 2W financing and balance was SME loan book. The company has discontinued the disbursements in SME segment and by FY24-end this segment is expected to run-down.

The company has its presence across four states: Maharashtra, Rajasthan, Gujarat and Chhattisgarh. The number of locations also increased from 28 in FY22 to 55 in FY23 (23 locations in Maharashtra, Gujarat-13, Rajasthan-9 and Chattisgarh-10). However, the portfolio continues to remain concentrated in the state of Maharshtra with 69.71% portfolio concentration as on March 31, 2023. The concentration level has been coming down from 99% in FY19; it still remains concentrated in the state of Maharashtra, followed by Gujarat 26.02%. These two states together form 95.73% of the total portfolio, 2.86% in Rajasthan and 1.42% in Chhattisgarh.

The company's ability to diversify its geographic presence thereby reducing the concentration in the regions of Maharashtra will continue to remain a key monitorable.

Moderate resource profile

As on March 31, 2023, the total debt of the company stood at ₹598 crore of which 48% comprises term loans from banks, 47% from non-banking finance companies (NBFCs) and balance in the form of NCDs. Though the borrowing is well diversified between 28 lenders it is skewed towards higher dependency from NBFCs. The incremental borrowings were majorly raised through the NBFCs as it increased from ₹171 crore as on March 31, 2022 to ₹281 crore as on March 31, 2023. A higher share of funding from NBFCs may affect the cost of borrowings for the company in an increasing interest rate scenarios. The company's ability to raise funds at competitive rates will remain critical going ahead.

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 June 30, 2023, the company had free cash and bank balance of ₹18.40 crore along with lien marked FD (for borrowings) of ₹33.78 crore as against the debt repayment of ₹67.05 crore for next 3 months.

MANAPPURAM FINANCE LTD.

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)

MFL is a Mumbai-based RBI-registered NBFC, engaged in two-wheeler (2W) financing in Mumbai. MFL started operations in 1996 and its business is concentrated in Mumbai and its surrounding region. It has tie ups with 600+ dealers. At present, the operations of the company are spread across four states- Maharashtra, Gujarat, Rajasthan and Chhattisgarh with total 54 locations. It has acquired the preferred financer tag for Suzuki, Yamaha, TVS, and Hero in its operating region. The company's day-to-day operations are headed by Manish Shah, Promoter & Managing Director. MFL is wholly owned by Manish Shah, in his individual capacity as well as through group companies/ relatives.

Brief Financials (₹ crore)	FY22 (A)	FY23 (A)
Total income	107	134
PAT	9.43	15.22
Interest coverage (times)	1.26	1.37
Total assets (net of deferred tax assets and intangible assets)	562	787
Gross NPA (%)	4.94	3.74
ROTA (%)	1.73	2.26

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

MANBA FINANCE LTD.

ANNEXURE VII – DUE DILIGENCE CERTIFICATEBY AUDITOR

CIN: U65993WB2010PTC152401

VARDHMAN
TRUSTEESHIP PRIVATE LIMITED
Nurturing & Protecting Your Trust

Ref: 475/OPR/VTPL/2023-24

Date: 28th July 2023

To, Securities Exchange Board of India Investment Management Department Division of Funds – I, Plot No. C 4 A, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051	To, BSE Limited Phiroze Jeejeebhoy Towers Dalal Street Mumbai- 400001

Dear Sir / Madam

SUB.: ISSUE OF RATED, UNSUBORDINATED, LISTED, SECURED, TRANSFERABLE REDEEMABLE NON-CONVERTIBLE DEBENTURES AMOUNTING TO INR 25 CRORES ("ISSUE") TO BE ISSUED BY MANBA FINANCE LIMITED("COMPANY").

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

1. We have examined documents pertaining to the said issue and other such relevant documents, reports, and certifications.
2. On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports, and certifications:

We confirm that:

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

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

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

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

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

f) 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.

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: 28-07-2023

For Vardhman Trusteeship Private Limited

Authorized Signatory

Vardhman Trusteeship Pvt. Ltd.

Registered Office Turner Morrison Building, Unit No. 15, 6 Lyons Range, Kolkata - 700001.
Corporate Office The Capital, 412A, Bandra Kurla Complex, Bandra (East), Mumbai- 400051.
+91 22 4264 8335 / +91 22 4014 0832
corporate@vardhmantrustee.com www.vardhmantrustee.com
Mumbai Bengaluru Kolkata New Delhi

MANBA FINANCE LTD.

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
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Brief Financials (₹ crore)	FY22 (A)	FY23 (A)
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Total assets (net of deferred tax assets and intangible assets)	562	787
Gross NPA (%)	4.94	3.74
ROTA (%)	1.73	2.26

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

MANBA FINANCE LTD.

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
Bank Facilities-Term Loan Long Term	-	-	-	07-12-2025	170.08	CARE BBB+; Stable
Bank Facilities-Fund-based - LT-Cash Credit	-	-	-	-	60.00	CARE BBB+; Stable
Non-Convertible Debentures	INE939X07028	07-08-2020	10.60%	07-08-2023	0.83	CARE BBB+; Stable
Non-Convertible Debentures	INE939X07044	25-03-2021	12.60%	25-03-2023	0.00	Withdrawn
Non-Convertible Debentures (Proposed)	-	-	-	-	0.00	Withdrawn
Non-Convertible Debentures (Proposed)	-	-	-	-	40.00	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	Bank Facilities-Term Loan Long Term	LT	170.08	CARE BBB+; Stable	-	1)CARE BBB+; Stable (10-Mar-23)	1)CARE BBB+; Negative (25-Mar-22)	1)CARE BBB+; Negative (26-Mar-21) 2)CARE BBB+; Negative (03-Sep-20)
2	Bank Facilities-Fund-based - LT-Cash Credit	LT	60.00	CARE BBB+; Stable	-	1)CARE BBB+; Stable (10-Mar-23)	1)CARE BBB+; Negative (25-Mar-22)	1)CARE BBB+; Negative (26-Mar-21) 2)CARE

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								BBB+; Negative (03-Sep-20)
3	Commercial Paper-Commercial Paper (Standalone)	ST	-	-	-	-	1)Withdrawn (25-Mar-22)	1)CARE A2 (26-Mar-21) 2)CARE A2 (03-Sep-20)
4	Debentures-Non Convertible Debentures	LT	-	-	-	1)CARE BBB+; Stable (10-Mar-23)	1)CARE BBB+; Negative (25-Mar-22)	1)CARE BBB+; Negative (26-Mar-21) 2)CARE BBB+; Negative (03-Sep-20) 3)CARE BBB+; Stable (22-Jun-20)
5	Debentures-Non Convertible Debentures	LT	0.83	CARE BBB+; Stable	-	1)CARE BBB+; Stable (10-Mar-23)	1)CARE BBB+; Negative (25-Mar-22)	1)CARE BBB+; Negative (26-Mar-21)
6	Debentures-Non Convertible Debentures (Proposed)	LT	40.00	CARE BBB+; Stable	-	-	-	-

*Long term/Short term.

Annexure-3: Detailed explanation of covenants of the rated instruments/facilities: NA

Annexure-4: Complexity level of the various instruments rated

Sr. No.	Name of the Instrument	Complexity Level
1	Debentures-Non-Convertible Debentures	Simple
2	Bank Facilities-Fund-based - LT-Cash Credit	Simple
3	Bank Facilities- Term Loan 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.

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