

SECTION 2: DETAILS OF THE OFFER OF NON-CONVERTIBLE SECURITIES IN RESPECT OF WHICH THE KEY INFORMATION DOCUMENT IS BEING ISSUED

2.1 Summary Table

The following is a summary term sheet containing information that shall be applicable to the issuance of Debentures under this Key Information Document. The term sheet provided herein must be read along with the General Information Document dated September 14, 2023, filed with the BSE as amended/supplemented from time to time and the Transaction Documents as amended from time to time.

Security Name	10.90% Earlysalary Services Private Limited May 2026
Issuer	Earlysalary Services Private Limited
Type of Instrument	Senior, Secured, Listed, Rated, Taxable, Transferable, Redeemable, Non-Convertible Debentures having a face value of Rs. 1,00,000/- (Rupees One Lakh only) per Debenture
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of the 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) Qualified Institutional Buyers (“QIBs”) means the following entities: (i) A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI; (ii) Foreign portfolio investor other than individuals, corporate bodies and family offices; (iii) a Public Financial Institution; (iv) a Scheduled Commercial Bank; (v) a multilateral and bi-lateral development financial institution; (vi) a State Industrial Development Corporation; (vii) An insurance company registered with Insurance Regulatory and Development Authority of India; (viii) A Provident Fund with minimum corpus of Rs. 25 Crore Rupees (ix) A Pension Fund with minimum corpus of Rs. 25 Crores

	(x) National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; (xi) An insurance fund set up and managed by Army, Navy / Air force of the Union of India; (xii) Insurance funds set up and managed by the Department of Posts, India; and (xiii) Systemically important Non- Banking Financial Companies. b) Any non-QIB including <i>inter-alia</i> resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, societies registered under the Applicable Laws in India, companies, bodies corporate etc, who/ which has been authorized by the Issuer, to participate in a particular issue. Note: Participation by Eligible 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	a. The NCDs are proposed to be listed on the WDM of the BSE. The NCDs shall be listed within 3 (Three) Business Days from the Issue Closing Date ("Listing Period"). b. The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE. c. In the event there is any delay in listing of the Debentures beyond the Listing Period, the Issuer will pay to the Debenture Holders, a penal interest of 1% (One Percent) p.a. over the applicable Coupon Rate from the Deemed Date of Allotment until the listing of the Debentures is completed.
Rating of the Instrument	"CARE A- (Stable) (Pronounced as "A Negative; Outlook: Stable") by CARE Ratings Limited. The Issuer/Investor(s) has the right to obtain an additional credit rating from any SEBI registered credit rating agency for full or part of the Issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the issue.

Issue Size	Issue of up to 10000 (Ten Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating to INR 100,00,00,000 (Indian Rupees One Hundred Crore Only) (" Debentures " / " NCDs ") comprising of (a) a base issue of 7,500 (Seven Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 75,00,00,000/- (Indian Rupees Seventy Five Crores Only) and (b) a green shoe option of 2,500 (Twenty Thousand Five Hundred) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures each having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) aggregating up to INR 25,00,00,000/- (Indian Rupees Twenty Five Crores Only) (" Green Shoe Option ")
Minimum Subscription	The minimum application size for the Issue shall be 100 (One Hundred) NCDs and in multiples of 1 (One) Debenture thereafter.
Option to retain oversubscription	Nil
Objects of the Issue	The funds raised by the Issue shall be utilised by the Company for the following purposes: (a) for general corporate purposes of the Company; and (b) for utilisation in the ordinary course of business of the Company including for repayment or refinancing of existing Financing Indebtedness of the Company.
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group Issuer' then disclosures shall be made in the following format:	Not Applicable
Details of the utilization of the Proceeds	The proceeds of the Issue will not be used for: a. any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities including subscribing to IPOs / purchase of shares from secondary market etc.; b. any speculative purposes; c. investment in the real estate sector/real estate business (including the acquisition/purchase of land); d. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no.

	DOR.CRE.REC.No.07/21.04.172/2023-24 dated April 3, 2023 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; and/or e. in contravention of Applicable Law (including without limitation, the NBFC Directions and any guidelines, rules or regulations of the RBI and/or SEBI)
Coupon Rate	10.90% per annum payable monthly. The above 'Coupon Rate' shall be subject to paragraph titled "Step Up Coupon Rate", as mentioned below.
Step Up Coupon Rate	a) Step Up (Debentures) i. If the rating of the Debentures is downgraded to "BBB" by the Rating Agency or any other credit rating agency, the Interest Rate shall be increased by 0.50% (zero decimal five zero percent) for the downgrade of the rating of the Debentures to "BBB", and for each downgrade of 1 (one) notch from "BBB" ("Step Up Rate (Debentures)"), and such increased rate of interest shall be applicable on the Outstanding Principal Amounts from the date of such downgrade. Step Up, in accordance with this sub-Clause (i) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. ii. Following the Step Up (Debentures) until the rating of the Debentures is restored to "BBB+" or above, if the rating of the Debentures is upgraded, the prevailing Step Up Rate (Debentures) shall be decreased by 0.5% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Debentures (until the rating of the Debentures is restored to "BBB+" or above) and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this sub-Clause (ii) cannot, in any case, be lower than the Interest Rate. The decrease in the rate of interest in accordance with this sub-Clause (ii) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. iii. It is clarified that, if following the Step Up, the rating of the Debentures is restored to the "BBB+" or above, then the interest shall be payable at the Interest Rate in accordance with Clause 7.1(b) (<i>Interest on Debentures</i>) of the DTD, from the date that the rating of the Debentures is restored to "BBB+" or above.

	iv. In case the Debentures are rated by multiple rating agencies, then the lowest of such ratings would be considered for the purposes of this clause. b) Step Up (Company) i. If the rating of the Company is downgraded to "BBB" by the Rating Agency or any other credit rating agency, the Interest Rate shall be increased by 0.50% (zero decimal five zero percent) for the downgrade of the rating of the Company to "BBB", and for each downgrade of 1 (one) notch from "BBB" ("Step Up Rate (Company)") and such increased rate of interest shall be applicable on the Outstanding Principal Amounts from the date of such downgrade. Step Up, in accordance with this sub-Clause (i) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. ii. Following the Step Up (Company) until the rating of the Company is restored to "BBB+" or above, if the rating of the Company is upgraded, the prevailing Step-Up Rate (Company) shall be decreased by 0.5% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Company (until the rating of the Company is restored to "BBB+" or above) and such decreased rate of interest shall be applicable on the Outstanding Principal Amounts from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this sub-Clause (ii) cannot, in any case, be lower than the Interest Rate. The decrease in the rate of interest in accordance with this sub-Clause (ii) shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. iii. It is clarified that, if following the Step Up, the rating of the Company is restored to "BBB+" or above, then the interest shall be payable at the Interest Rate in accordance with Clause 7.1(b) (<i>Interest on Debentures</i>) of the DTD, from the date that the rating of the Company is restored to "BBB+" or above. iv. In case the Company is rated by multiple rating agencies, then the lowest of such ratings would be considered for the purposes of this clause.
Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Monthly and on Maturity

Coupon Payment Date	30/11/24
	30/12/24
	30/01/25
	28/02/25
	30/03/25
	30/04/25
	30/05/25
	30/06/25
	30/07/25
	30/08/25
	30/09/25
	30/10/25
	30/11/25
	30/12/25
	30/01/26
	28/02/26
	30/03/26
	06/05/26
Cumulative / non-cumulative, in case of dividend	Not Applicable
Coupon Type	Fixed
Coupon Reset Process	Not Applicable
Day Count Basis	The Coupon shall be computed on Actual / Actual basis, i.e. Actual / 365 (Three Hundred Sixty Five) days (or 366 (Three Hundred Sixty Six) days in the case of a leap year).
Interest on Application Money	The Company shall be liable to pay the Debenture Holders interest on application money, at the Coupon Rate (subject to deduction of tax at source, as applicable) for the period commencing from the date on which the Debenture Holders have made payment of the application monies in respect of the Debentures to the Company and ending on the date falling 1 (One) day prior to the Deemed Date of Allotment. The interest on application monies shall be paid by the Company to the Debenture Holders on the first Coupon Payment Date. Provided however, where the pay-in date of the subscription monies in relation to the Debentures and the Deemed Date of Allotment are the same, no interest on application money would be required to be paid.
Default Interest	a. On the occurrence of a Payment Default, the Company agrees to pay additional interest at 2% (two percent) per annum above

	the Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of a Payment Default until such Payment Default is cured, or the Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period. b. In case of any default (including an Event of Default)/non-compliance by the Company in respect of any covenants of the Company under this Deed or the Transaction Documents (including but not limited to the financial covenants set out under Clause 10.3 (Financial Covenants) of the DTD) and the same is not remedied within the cure period as stated in the Transaction Documents (including Cure Period for Financial Covenants), the Company agrees to pay additional interest at 2% (two percent) per annum above the Interest Rate on the Outstanding Principal Amounts from the last date of the from the date of the aforementioned non-compliance (after the cure period) until such non-compliance is cured, or the Secured Obligations are repaid, on each Interest Payment Date occurring during the aforementioned period. c. If the Transaction Security is not created and/or perfected within the time period prescribed under the Transaction Documents and in accordance with the terms of the Transaction Documents, the Company will pay additional interest at the rate of 2% (two percent) per annum above the Interest Rate on the Outstanding Principal Amounts until the creation and perfection of the Transaction Security to the satisfaction of the Debenture Trustee on each Interest Payment Date occurring during the aforementioned period. PROVIDED THAT no additional interest will be payable pursuant to this sub-Clause (c) if any additional interest is being paid by the Company pursuant to Clause 10.5(m) of the DTD.
Tenure	18 (Eighteen) Months and 6 (Six) days from the Deemed Date of Allotment
Redemption Date	May 06, 2026
Redemption Amount	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture plus accrued Coupon if any.
Redemption Premium / Discount	NA
Issue Price	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture.
Discount at which security is issued and the effective yield as a result of such discount	NA

Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.	NA
Put option date	NA
Put option price	NA
Call option date	NA
Call option price	NA
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	NA
Call notification time (Timelines by which the issuer needs to intimate investor before exercising the call)	NA
Face Value	Rs. 1,00,000/- (Rupees One Lakh Only) per Debenture
Minimum Application size and in multiples thereafter	100 (One Hundred) Debentures and in multiples of 1 (One) Debenture thereafter
Issue Opening Date	October 29, 2024
Issue Closing Date:	October 29, 2024
Date of earliest closing of the issue, if any.	NA
Pay-in Date:	October 30, 2024
Deemed Date of Allotment:	October 30, 2024
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Disclosure of Interest/ Dividend / redemption dates	Dematerialised form
Depositories	NSDL and / or CDSL
Disclosure of Interest redemption dates	30/11/24
	30/12/24
	30/01/25
	28/02/25
	30/03/25
	30/04/25

	30/05/25
	30/06/25
	30/07/25
	30/08/25
	30/09/25
	30/10/25
	30/11/25
	30/12/25
	30/01/26
	28/02/26
	30/03/26
	06/05/26
Record Date	The date, as may be fixed by the Company, which will be 15 (fifteen) days prior to the redemption date on which the determination of the persons entitled to receive coupon/redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL record) shall be made.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Refer to paragraph 2.2 of Section 2 of this Key Information Document
Description regarding Security (where applicable) including type of security (movable/ immovable/ tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/ Information Memorandum.	a. The Debentures shall be secured on or prior to the Deemed Date of Allotment by way of: - a first ranking exclusive and continuing charge to be created pursuant to an unattested deed of hypothecation, dated on or about the Effective Date, executed or to be executed and delivered by the Company in a form acceptable to the Debenture Trustee ("Deed of Hypothecation") over certain identified book debts/loan receivables of the Company as described therein (the "Hypothecated Assets"); and - such other security interest/contractual comfort as may be agreed between the Company and the Debenture Holders ((i) and (ii) above are collectively referred to as the "Transaction Security"). - The charge over the Hypothecated Assets shall, at all times from Deemed Date of Allotment until the Final Settlement Date, be such that the value of the receivables underlying the Hypothecated Assets is at least 1.20 (one decimal two zero) times the value of the Outstanding Amounts ("Security Cover"). The Security Cover shall be

	maintained at all times until the Final Settlement Date. The value of the Hypothecated Assets for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Company. iv. The Company shall create the charge by way of hypothecation over the Hypothecated Assets on or prior to the Deemed Date of Allotment, and perfect such security by filing Form CHG-9 with the ROC within of the time period prescribed under the Deed of Hypothecation. v. The Debenture Trustee shall file the prescribed Form I with CERSAI reporting the charge created to the CERSAI within of the time period prescribed under the Deed of Hypothecation. The Company will provide all information and assistance that the Debenture Trustee may require, to enable it to file the prescribed Form I with CERSAI within the time period prescribed under the Deed of Hypothecation. b. Irrevocable and unconditional corporate guarantee by Social Worth Technologies Private Limited in favour of the Debenture Trustee to the extent of the outstandings amounts in relation to the Debentures to secure the obligations of the Issuer.
Transaction Documents	Shall mean the documents executed in relation to the issuance of the Debentures and shall include inter alia the General Information Document, this Key Information Document, the Debenture Trustee Agreement, the Debenture Trust Deed, Deed of Hypothecation, Corporate Guarantee, Private Placement Offer Letter (Form PAS-4) and any and all documents / understandings / agreements in relation to the Debentures and any other document that may be designated by the Debenture Trustee and/or the Debenture Holder(s) as a Transaction Document.
Conditions Precedent to Pay-In	The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee/the Applicants, prior to the Deemed Date of Allotment, and shall submit and provide to the Debenture Trustee/the Applicants: CONSTITUTIONAL DOCUMENTS AND AUTHORISATIONS a. a copy of the Company's Constitutional Documents, certified as correct, complete and in full force and effect by an authorised officer of the Company; b. a copy of resolution of the Company's board of directors/committee of the Company's board of directors

	authorising the execution, delivery and performance of the Transaction Documents, certified as correct, complete and in full force and effect by an authorised officer of the Company; c. (to the extent applicable) copies of the resolution of the shareholders of the Company under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an authorised officer of the Company OR a certificate of an authorised person of the Company confirming the non-applicability of Section 180(1)(c) and Section 180(1)(a) of the Act; d. copies of the resolution of the shareholders of the Company under Section 42 of the Act, certified as correct, complete and in full force and effect by an authorised officer of the Company; e. a copy of the Guarantor's constitutional documents (including any amendments thereof, if any) certified as correct, complete and in full force and effect by an authorised officer of the Guarantor; f. a copy of resolution of the Guarantor's board of directors authorising the execution, delivery and performance of the Corporate Guarantee certified as correct, complete and in full force and effect by an authorized officer of the Guarantor; g. a copy of the resolution of the shareholders of the Guarantor under Section 185 of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Guarantor OR a certificate of an authorised signatory of the Guarantor confirming the non-applicability of Section 185 of the Companies Act; h. a copy of the resolution of the shareholders of the Guarantor under Section 186 of the Companies Act, certified as correct, complete and in full force and effect by an appropriate officer of the Guarantor OR a certificate of an authorised signatory of the Guarantor confirming the non-applicability of Section 186 of the Companies Act; TRANSACTION DOCUMENTS i. execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Documents) in a form and manner satisfactory to the Debenture Trustee; INTERMEDIARY DOCUMENTS j. a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures; k. a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue; l. a copy of the consent from the Registrar to act as the registrar and transfer agent for the Issue;
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	m. a copy of the tripartite agreement(s) executed between the Company, the Registrar and the Depository; CERTIFICATES AND OTHERS n. evidence that all 'know your customer' requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided; o. The Company shall have obtained in-principle approval from the Stock Exchange for listing of the Debentures. p. the audited financial statements of the Company for the Financial Year ended March 31, 2024, and to the extent required by the Debenture Holders and available with the Company, the most recently prepared unaudited financial statements of the Company; q. (if so required by the Debenture Holders/Debenture Trustee) a certificate from the authorised signatories of the Company addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate: a) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories; b) the Company has the necessary power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures and create the Transaction Security to secure/collateralise such Debentures; c) the issuance of the Debentures and the creation of security over the Hypothecated Assets will not cause any limit, including any borrowing or security providing limit binding on the Company to be exceeded; d) no consents and approvals are required by the Company from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation; e) the representations and warranties contained in this Deed are true and correct in all respects; f) no Event of Default or potential Event of Default has occurred or is subsisting; g) no Material Adverse Effect has occurred; h) no investor or shareholder consent/approval, pursuant to the articles of association of the Company or any shareholders' agreements or other documents/instruments entered into by the Company and its shareholders and investors, is required for the
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	Company to enter into or perform its obligations under the Transaction Documents; and i) the issuance of the Debentures and the transactions contemplated herein will not have an adverse impact on the rights of any of the shareholders/investors of the Company; r. (if so required by the Debenture Holders/Debenture Trustee) a certificate from the authorised signatories of the Guarantor addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate: a) the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Guarantor, together with the names, titles and specimen signatures of such authorised signatories; b) the Guarantor has the necessary power under its constitutional documents to provide the Corporate Guarantee; c) the representations and warranties contained in the Corporate Guarantee are true and correct in all respects; d) the providing of the Corporate Guarantee will not cause any limit binding on the Guarantor to be exceeded (whether regulatory or internal); e) as the Company is a wholly owned subsidiary of the Guarantor, the provisions of Section 185 of the Companies Act, 2013 do not apply to the providing of the Guarantee or the transactions contemplated under the Corporate Guarantee; f) the Corporate Guarantee is in compliance with the provisions of Section 186 of the Companies Act, 2013 (and the thresholds prescribed thereunder); g) no Material Adverse Effect has occurred in respect of the Guarantor and/or in the business of the Guarantor; and h) no consents or approvals are required by the Guarantor from its creditors or any Governmental Authority or any other person for the providing of the Corporate Guarantee; and s. such other information, documents, certificates, opinions and instruments as the Debenture Holders may reasonably request.
Conditions Subsequent to the Deemed Date of Allotment	The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee: a. Certified true copy of the board resolution for the allotment of the relevant Debentures, on the Deemed Date of Allotment of Debentures

	b. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; c. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements; d. the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time. e. The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; f. if so required, the Company shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; g. the Company shall, in respect of the Deed of Hypothecation, file a copy of Form CHG-9 with ROC and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of execution of the Deed of Hypothecation; and h. comply with such other condition and provide such other information and documents as the Debenture Holders may request or as may be required under Applicable Law (including the Companies Act, and the directions/guidelines issued by the RBI and the SEBI).
Events of Default	As mentioned in paragraph 2.4 of this Key Information Document
Creation of recovery expense fund	The Issuer shall create a recovery expense fund in accordance with the applicable SEBI regulations and inform the Debenture Trustee of the same. The recovery expense fund shall be utilised in such manner and for such purposes as is more particularly provided under the said Regulations and Applicable Law.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	As set out in detail under paragraph 2.2 of this Key Information Document.
Provisions related to Cross	Please refer to paragraph 2.4(f) under head of Event of Default.

Default Clause	
Role and Responsibilities of Debenture Trustee	Please refer to paragraph 2.3 of this Key Information Document.
Risk factors pertaining to the issue	Please refer to Section 3 of the General Information Document.
Governing Law and Jurisdiction	Subject to the terms of the Transaction Documents, the Debentures will be governed by and construed in accordance with the laws of India and the courts in New Delhi shall have non-exclusive jurisdiction to determine any dispute arising in relation to the Debentures.
Delay in Listing	In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing).
Buyback	Issuer can buy back Debentures subject to applicable Law and as per the Transaction documents.
Reissuance of Debentures	The Issuer reserves the right to make multiple issuances under the same ISIN. Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.

Notes:

- If there is any change in Coupon Rate pursuant to any event including elapse of certain time period if applicable or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.*
- The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down.*
- The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.*
- The penal interest rates mentioned above as payable by the Issuer are independent of each other.*
- The Issuer shall provide granular disclosures in their Key Information Document, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".*