

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

KEY INFORMATION DOCUMENT



STAR HOUSING FINANCE LIMITED ("Issuer" / "Company")

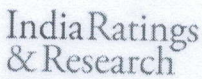
A public limited company incorporated under the Companies Act 1956 and validly existing under the Companies Act, 2013.
Key Information Document for issue of Debentures on a private placement basis dated: 18th October 2023

ISSUE OF UP TO 2,000 (TWO THOUSAND) SECURED, LISTED, RATED, SENIOR, REDEEMABLE, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) IN A DEMATERIALISED FORM ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY STAR HOUSING FINANCE LIMITED (THE "COMPANY") OR ("ISSUER").

This Key Information Document shall be read in conjunction with the General Information Document dated 18th October 2023.

PART A: DISCLOSURES AS PER SEBI NCS Regulations:

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

S. No.	Particulars	Relevant Disclosure
1.	Details of debenture trustee for the Issue:	Name: Vardhman Trusteeship Private Limited Address: Unit No 15, Turner Morrison, 6 Lyons Range, Kolkata, West Bengal - 700001 and branch office at The Capital, A Wing, 412A, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra-400051  Logo: Telephone Number: +91 22 4264 8335 Email address: rushabh@vardhmantrustee.com Contact person: Rushabh Desai
2.	Details of credit Rating Agent for the Issue:	Name: India Ratings and Research Private Limited Address: Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra, India  Logo: A Fitch Group Company Telephone Number: :9833206823 Email address: vivek.singh@indiaratings.co.in

For STAR HOUSING FINANCE LIMITED


Authorised Signatory

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		Contact person: Vivek Singh
3.	Date of Key Information Document	18 th October 2023.
4.	Type of Key Information Document	This Key Information Document is being issued in relation to the private placement issue of Debentures.
5.	The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	Base Issue: Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis. Green Shoe: Not applicable
6.	The aggregate amount proposed to be raised through all the stages of offers of non-convertible securities made through the shelf prospectus (applicable only in case of public issuance);	Not applicable.
7.	Details of Registrar to the Issue:	Name: Bigshare services Private Limited Address: 302, Kushal Bazar, 32-33, Nehru Place, New Delhi-110019  Logo: Telephone Number: 011-42425004, 011-47565852 Website: https://www.bigshareonline.com Email address: bss@bigshareonline.com and mukesh@bigshareonline.com Contact Person: Mukesh Kumar
8.	Legal Counsel	Name: Juris Corp, Advocates & Solicitors  Logo: advocates & solicitors Contact Person: Partner, Securities Address: 302, Century Bhavan, 3rd Floor, Dr Annie Besant Road, Worli, Mumbai - 400 030, India Email: securities@iclex.com Tel: 022 6720 5555 Website: www.iclex.com
9.	Statutory Auditor	Logo: Not Applicable Name: Nyati Mundhra & Co

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		Address: 52, Ashok Nagar, Udaipur (Raj)-313001 Website: Not Applicable Email address: nyatimundraco@gmail.com Telephone Number: 9829567400 Contact Person: Akash Jain
10.	Issue Schedule	Date of opening of the Issue: 19th October 2023 Date of closing of the Issue: 19th October 2023 Date of earliest closing of the Issue (if any): 19th October 2023 Pay-in date: 19th October 2023 Deemed Date of Allotment: 19th October 2023 Redemption Date: 19th April 2027
11.	Credit Rating of the Issue	The Rating Agent has vide its letter dated 14th September 2023 and rating rationale and its press release dated 10th May 2023 assigned a rating of "IND BBB" in respect of the Debentures. Please refer to Annexure I of this Key Information Document for the credit rating letter and rating rationale received from the Rating Agent assigning the credit rating abovementioned and the press release by the Rating Agent in this respect.
12.	All the ratings obtained for the private placement of Issue	Please refer to S.no 25 (<i>Credit Rating of the Issue</i>) above. No other ratings have been obtained for the purposes of this Issue.
13.	The name(s) of the stock exchanges where the securities are proposed to be listed, subject to change	The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited ("BSE"). Please refer to Annexure VI (<i>In-Principle approval</i>) of the General Information Document for the in-principle approval for listing obtained from BSE in relation to the General Information Document as issued by the Issuer. BSE shall be the 'Designated Stock Exchange' for the purpose of maintenance of the recovery expense fund prescribed by SEBI under the SEBI Debenture Trustees Circular, as may be amended from time to time.
14.	The details about eligible investors;	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the application Form ("Eligible Investors"): (a) Resident Individuals (b) Hindu Undivided Family (c) Trust (d) Limited Liability Partnership, Partnership Firms

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		(e) Portfolio Managers and Foreign Portfolio Managers registered with SEBI (f) Association of Persons (g) Companies and Body Corporates including all Public Sector Undertakings (h) Commercial Banks, Regional Rural Banks, Financial Institutions (i) Insurance Companies (j) Mutual Funds, Alternative Investment Funds (AIFs) (k) Foreign portfolio investors; (l) other foreign entities allowed by SEBI and RBI; and (m) All QIBs; (n) any non-QIB Investors; and any other investor eligible to invest in these 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.
15.	Coupon rate, coupon payment frequency, redemption date, redemption amount and details of debenture trustee	In respect of the Coupon Rate, the Coupon Payment Frequency, the Redemption Date and Redemption Amount in respect of the Debentures, please refer to Section 2.8 (<i>Issue Details</i>) of this Key Information Document. The details of Debenture Trustee are provided under S. No. 1 of this table above.
16.	Nature and issue size, base issue and green shoe option, if any, shelf or tranche size, each as may be applicable	Issue Size: Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis. Base Issue Size: Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis. Green Shoe option: Not Applicable
17.	Details about underwriting of the issue including the amount undertaken to be	Not Applicable.

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	underwritten by the underwriters:	
18.	Inclusion of a compliance clause in relation to electronic book mechanism and details pertaining to the uploading the Key Information Document on the Electronic Book Provider Platform, if applicable.	The Debentures do not exceed the threshold for mandatory electronic book platform as prescribed under Chapter VI of the SEBI Master Circular and accordingly the Issuer is not required to comply with the EBP Guidelines.
19.	Specific declaration requested by BSE: non-equity regulatory capital	This issue of Debentures does not form part of non-equity regulatory capital mentioned under Chapter V of the SEBI NCS Regulations. The face value of each Debenture is INR 1,00,000 (Indian Rupees One Lakh Only).

Background

This Key Information Document (as defined below) is related to the issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis by **Star Housing Finance Limited** (the “**Issuer**” or “**Company**”) and contains relevant information and disclosures required for the purpose of issuing of the Debentures and must be read along with the General Information Document issued by the Issuer. The issue of the Debentures comprised in the Issue and described under this Key Information Document has been authorised by the Issuer through resolutions passed by the shareholders of the Issuer on 10th August 2023, the Board of Directors of the Issuer on 15th July 2023 and 25th September 2023 and Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company’s shareholders dated 10th August 2023 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds, by way of issuance of non-convertible debentures, upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding INR 700,00,00,000/- (Indian Rupees Seven Hundred Crores Only) The present issue of Debentures in terms of this Key Information Document is within the limits as prescribed in such relevant resolution.

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

THIS KEY INFORMATION DOCUMENT IS PREPARED AND ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021, ISSUED VIDE NOTIFICATION NUMBER SEBI/LAD-NRO/GN/2021/39 DATED 09TH AUGUST 2021, AS AMENDED FROM TIME TO TIME, READ WITH THE CIRCULARS ISSUED THEREUNDER; THE MASTER CIRCULAR FOR ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER ISSUED BY SECURITIES AND EXCHANGE BOARD OF INDIA, ISSUED VIDE CIRCULAR NO. SEBI/HO/DDHS/PoD1/P/CIR/2023/119 DATED 10TH AUGUST, 2021, AS AMENDED FROM TIME TO TIME, THE PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER PURSUANT TO SECTION 42 OF THE COMPANIES ACT, 2013 READ WITH RULE 14 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014 AND PURSUANT TO SECTION 71 OF THE COMPANIES ACT, 2013 READ WITH RULE 18 OF THE COMPANIES (SHARE CAPITAL AND DEBENTURES) RULES, 2014 FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS. THIS KEY INFORMATION DOCUMENT SHALL BE READ IN CONJUNCTION WITH THE GENERAL INFORMATION DOCUMENT DATED 30TH SEPTEMBER 2023.

Particulars	Date
Issue Opening Date	19 th October 2023
Issue Closing Date	19 th October 2023
Pay In Date	19 th October 2023

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Deemed Date of Allotment	19 th October 2023
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Listing
The Debentures are proposed to be listed on the wholesale debt market of the BSE. The Issuer has obtained an in-principle approval in relation to the General Information Document from the Stock Exchange on 05th October 2023. The Issuer, with prior notice to the Debenture Trustee, may get the Debentures listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

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

Business Day	(a) shall be any day subject to (b) and (c) below, (other than a Sunday or a public holiday) under Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for general business in Mumbai, India and Chennai, India. (b) Additionally, period commencing on the issue closing date, until the listing of the Debentures in accordance with the Debenture Trust Deed, any trading day of BSE, other than a Saturday Sunday or a bank holiday, as specified by SEBI. (c) Additionally, for the Record Date or the first date of a register closure period, any day when the depositories are open for general business in place of business. “Business Days” shall be construed accordingly.
Conditions Precedent	means the conditions precedent set out under the heading in Section 2.8 (<i>Issue Details</i>) of this Key Information Document.
Conditions Subsequent	Means the conditions subsequent set out in Section 2.8 (<i>Issue Details</i>) of this Key Information Document.
Coupon Payment Dates	means the payment dates as specified in Annexure IV of this Key Information Document.
Coupon Rate	13.10% p.a. (thirteen point one zero percent) per annum gross of applicable tax and payable monthly.
Debenture Trust Deed	means the trust deed executed / to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer dated 18 th October 2023.
Debenture Trustee	Vardhman Trusteeship Private Limited. A copy of the consent letter has been annexed hereto in Annexure II of this Key Information Document Further, a copy of the due diligence certificate is set out in Annexure VII of this Key Information Document hereto.
Debenture Trustee Agreement	means the agreement executed by and between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures dated 26 th September 2023.
Debentures	Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis, pursuant to the terms of the General Information Document read along with this Key Information Document. Base Issue: Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR

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	20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis. Green Shoe option: Not Applicable
Deed of Personal Guarantee	shall mean the deed of personal guarantee dated on or around the date of the Debenture Trust Deed to be executed <i>by the</i> Personal Guarantor in favor of the Debenture Trustee for securing the Payment Obligations.
Deemed Date of Allotment	shall mean the date on which the Debentures shall have been deemed to be allotted to the Debenture Holders - 19 th October 2023
Eligible Investors	has the meaning given to it under Section 4.4 of the Key Information Document.
Events of Default	means the events of default set out in Section 2.8 (<i>Issue Details</i>) of this Key Information Document, and “Event of Default” shall be construed accordingly.
Final Redemption Date	means the date occurring on the expiry of 42 (forty two) months from the Deemed Date of Allotment, being, 19 th April 2027.
Financial Indebtedness	means any indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any credit facility; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any amount payable for redemption of any redeemable preference share which: (i) is redeemable at the option of the Company, or (ii) according to the terms of its issue, is redeemable prior to the maturity of the Debentures; (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease; (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (h) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment: (i) is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service, or (ii) involves a period of more than six months before or after the date of acquisition or supply; (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or

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	price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and (l) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above;
General Information Document	means the General Information Document issued by the Issuer dated 30 th September 2023 for the purpose of issue of the non-convertible securities on a private placement basis in accordance with Applicable Laws.
India Ratings	shall mean India Ratings and Research Private Limited a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 having corporate identification number U67100MH1995FTC140049 and its registered office at Wockhardt Tower, Level 4, West Wing, Plot C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra, India.
Issue	means the private placement of the Debentures.
Issue Closing Date	19 th October 2023
Issue Opening Date	19 th October 2023
Key Information Document	This Key Information Document dated 18 th October 2023
Majority Debenture Holders	shall mean such number of Debenture Holders collectively holding more than 51% (fifty-one percent) of the value of the Outstanding Principal Amounts of the Debentures.
Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (a) the financial condition, business or operation of the Company, where the Net-Worth of the Company erodes by more than 10% (ten percent); (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder);
Net Worth	has the meaning given to it in the Act.
Outstanding Amounts	means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of the Debenture Trust Deed or any Transaction Document
Outstanding Principal	means, at any date, the Local Currency principal amount

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Amount	outstanding under the Debentures
Payment Default	means any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under paragraph (i) under the section named "Events of Default" under Section 2.5 (Issue Details) of this Key Information Document.
Payment Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the Debenture Trustee under the Debenture Trust Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents;
Personal Guarantor	Shall collectively mean Mr. Ashish Jain, aged 37 years, having PAN No. AEZPJ5899R and residing at 117, Sarvaritu Vilas, Girwa Udaipur Rajasthan 313001
Private Placement Offer cum Application Letter/PPOAL	The offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Purpose	the proceeds of the issuance of Debentures will be utilized by the Issuer for the purpose of raising debt for the Issuer's onward lending. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: (a) any capital market instrument (including equity and equity linked instruments or any other capital market related activities); (b) any speculative purposes; (c) investment in the real estate sector; or (d) in contravention of any applicable law. Further, no part of the proceeds of issuance of Debentures shall be utilized directly/indirectly towards repaying existing debts, and for disbursement of loan to promoter and director(s) of the Issuer.
Put Price	Shall have meaning as set out in Section 2.8 (Issue Details) of this Key Information Document.
Rating	"IND BBB" assigned by the Rating Agent.
Rating Agent	Shall mean India Ratings.
Record Date	means the date falling 7 (seven) days prior to the Coupon Payment Date or the Redemption Date.
Redemption Date	means each of the Final Redemption Date and the dates on which a Redemption Payment is required to be made as more particularly set out in Annexure IV this Key Information Document.
Redemption Payment	means the payment of the Outstanding Principal Amounts of the Debentures on the Redemption Dates (including the Final Redemption Date) or any other date in accordance with the Debenture Trust Deed.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the Depositories

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R&T Agent/Registrar	shall mean Bigshare service Private Limited, a company incorporated and validly existing under the Companies Act, 2013 with corporate identification number U99999MH1994PTC076534 and having its registered office at E-3 Ansa Industrial Estate, saki Vihar Road Sakinaka Mumbai MH 400072 , India.
Stock Exchange	shall mean BSE.
Tangible Net Worth	means the net worth (as defined in the Act) of the Company according to the latest available audited balance sheet, net of redeemable capital, intangible assets and deferred tax assets.
Tier I Capital	has the meaning given to it in the HFC Directions.
Tier II Capital	has the meaning given to it in the HFC Directions.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 2.8 (<i>Issue Details</i>) of this Key Information Document.
WDM	Wholesale Debt Market segment of the BSE.

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

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SECTION 2: REGULATORY DISCLOSURES

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

Expenses of the issue:

Particulars of expenses	Amount	Percentage of total expenses	Percentage of total issue size
Lead Manager Fees	NA	NA	NA
Underwriting Commission	NA	NA	NA
Brokerage, selling commission and upload fees	NA	NA	NA
Fees payable to the registrar to the issue	75,000	6.86%	0.04%
Fees payable to the legal advisors	2,50,000	22.86%	0.13%
Advertising and marketing expenses	NA	NA	NA
Fees payable to the regulators including stock exchange	38,500	3.52%	0.02%
Expenses incurred on printing and distribution of issue stationary	NA	NA	NA
Any other fees, commission or payments under whatsoever nomenclature	7,30,000	66.76%	0.37%

2.1 Debt: Equity Ratio of the Company:

Before the issue	1.69
After the issue	1.87

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

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

2.3 Details of credit rating along with reference to the rating letter issued (not older than one year on the date of opening of the issue) by the rating agencies in relation to the issue shall be disclosed. The detailed press release of the Credit Rating

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Agencies along with rating rationale(s) adopted (not older than one year on the date of opening of the issue) shall also be disclosed.

The Rating Agent has assigned a rating of “IND BBB” (pronounced as “IND triple B”) to the Debentures. The rating letter from the Rating Agent, the rating rationale from the Rating Agent and the detailed press release is provided in Annexure I of this Key Information Document.

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

The Debentures are guaranteed by a personal guarantee provided by the Personal Guarantor.

- 2.5 Details of specific entities in relation to the current Issue of Non-Convertible Debentures:**

S. No.	Particulars	Details
1.	Legal Counsel (if any)	Name: Juris Corp, Advocates & Solicitors Logo:  Contact Person: Partner, Securities Address: 302, Century Bhavan, 3 rd Floor, Dr Annie Besant Road, Worli, Mumbai – 400 030, India Email: securities@jcllex.com Tel: 022 6720 5555 Website: www.jcllex.com
2.	Guarantor (if applicable)	Personal Guarantor–Mr. Ashish Jain Address: 117, Sarvaritu Vilas, Girwa Udaipur Rajasthan 313001 Telephone: 9929962723 E-mail: ashish.jain@starhfl.com
3.	Arrangers, if any	Not Applicable

- 2.6 Disclosure of Cash flow with date of interest/dividend/ redemption payment as per day count convention**

- (a) The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made:**

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with Chapter III (Day count convention, disclosure of cash flows and other disclosures in the offer document) of the SEBI 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

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Receipts, Municipal Debt Securities and Commercial Paper", as may be amended and modified from time to time;

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

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

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

Security Name (Name of the non-convertible securities which includes Coupon / dividend, Issuer Name and maturity year)	13.10% Star Housing 2027
Issuer	Star Housing Finance Limited
Type of Instrument	Secured, Listed, Rated, Senior, Redeemable, Transferable, Non-Convertible Debentures.
Nature of Instrument (Secured or Unsecured)	Secured, Listed, Rated, Senior, Redeemable, Transferable, Non-Convertible Debentures.
Issue Schedule	Date of opening of the Issue: 19 th October 2023 Date of closing of the Issue: 19 th October 2023 Pay-in date: 19 th October 2023 Deemed Date of Allotment: 19 th October 2023
Seniority (Senior or subordinated)	Unsubordinated
Eligible Investors	Please refer to Section 4.4 (Eligible Investors).
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	BSE

- (a) The Issuer shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and procure permission for listing of the Debentures from the Stock Exchange within (T+3) working days, wherein "T" shall be referred to the issue closing date ("**Listing Period**").
- (b) The Issuer shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.

Rating of Instrument	"IND BBB" issued by India Ratings
Issue Size	INR 20,00,00,000/- (Indian Rupees Twenty Crores Only)
Minimum Subscription	Minimum of 100 Debentures and then in multiples of 1 Debenture thereafter
Option to retain oversubscription	Not Applicable

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(Amount)	
Objects of the Issue / Purpose for which there is requirement of funds	The proceeds of the issuance of Debentures will be utilized by the Issuer for the purpose of raising debt for the Issuer's onward lending. Provided that no part of the proceeds shall be utilized directly/indirectly towards the following: (a) any capital markets (including equity and equity linked instruments or any other capital market related activities); (b) any speculative purposes; (c) investment in the real estate sector; or (d) in contravention of any Applicable Law. Further, no part of the proceeds of issuance of Debentures shall be utilized directly/indirectly towards repaying existing debts, and for disbursement of loan to promoter and director(s) of the Issuer.
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the prescribed format:	Not Applicable. The proceeds raised from the Issue will be used solely for the Purpose (Defined in Section 1)
Details of the utilization of the Issue Proceeds	100% (One Hundred Percent) of the issue proceeds will be utilized only towards raising debt for the Issuer's onward lending.
Coupon Rate	13.10% p.a. (thirteen point one zero percent) per annum gross of applicable tax and payable monthly.
Step Up / Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Monthly
Coupon Payment Dates	As per the dates set out in Annexure IV of this Key Information Document.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	Not Applicable
Day Count Basis (Actual / Actual)	Actual / Actual. The Coupon (if any) shall be computed on the basis of actual number of days elapsed in a year, for this purpose a year shall comprise of a period of 365 (Three Hundred and Sixty-Five) days. In case of a leap year, if 29th February of the relevant leap year falls during the Tenor of the Debentures, then the number of days shall be

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	reckoned as 366 (Three Hundred and Sixty-Six) days for the one-year period.
Interest on Application Monies	(a) Interest at the rate of 13.10% p.a. (thirteen point one zero percent per annum) (subject to Tax deduction under the Applicable Law or any other statutory modification or re-enactment thereof, if applicable) will be paid to the Applicants on the Application Monies for the Debentures from the Pay-in Date up to 1 (one) day prior to the Deemed Date of Allotment for all valid applications within 05 (five) Business Days from the Deemed Date of Allotment; and (b) Where Pay-in Date and Deemed Date of Allotment fall on the same date, no interest on Application Monies is to be paid to the Applicants.
Default Interest Rate	(a) In case of failure by the Company to list the Debentures within the Listing Period, additional interest at the rate of 1% p.a. (one percent per annum) over the Interest Rate on the Outstanding Principal Amounts, will be payable by the Company from the Deemed Date of Allotment until the listing of the Debentures. (b) In case of occurrence of Payment Default, as per the terms of the Debenture Trust Deed, additional interest at the rate of 2% p.a. (two percent per annum) over the Interest Rate on the Outstanding Principal Amounts, will be payable by the Company from the date of such Payment Default till such Payment Default is cured. (c) In case of any breach in the performance of any of the covenants of this Issue, additional interest at the rate of 2% p.a. (two percent per annum) payable over the Interest Rate will be payable on the outstanding Payment Obligations by the Company. The default interest shall be accrued from the date of such breach of covenants but is to be payable only upon completion of the following process: (i) Issuer has sought waiver within 07 (seven) Business Days of the breach of covenants and the Debenture Holder(s) are evaluating the same and have not rejected the request for waiver; (ii) Upon rejection of waiver by the Debenture Holder(s), the Default Interest shall be paid from the date of the default until the default is cured.

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	(d) If the Issuer fails to create and perfect security as stipulated within 30 (Thirty) days of Deemed Date of Allotment, the Issuer will pay additional interest at 2% (Two percent) per annum over the Coupon Rate until the security is created and perfected. Each of the default coupon rates mentioned above are mutually exclusive and will be payable in the event the circumstance triggering the default coupon rate occurs.
Tenor	42 (forty two) months from the Deemed Date of Allotment – 19 th April 2027
Redemption Date / Maturity Date	Means and includes the Early Redemption Date and the Final Redemption Date
Redemption Premium/ Discount	Not Applicable
Redemption Amount	At par
Early Redemption	Subject to Applicable Law, early redemption at the option of the Issuer shall not be permitted within 18 (eighteen) months from the Deemed Date of Allotment (“ Lock-in Period ”). In case of early redemption by the Issuer on any date other than the Final Redemption Date and not arising due to an Event of Default and upon issuance of the Early Redemption Notice (upon receipt of consent of Majority Debenture Holders), the Issuer shall redeem the outstanding Debentures in full by paying the Redemption Amount together with accrued Coupon, Early Redemption Premium and all other Outstanding Amounts accrued thereto on the Early Redemption Date.
Mandatory Redemption	Not Applicable
Early Redemption Date/ Mandatory Redemption Date	Subject to Applicable Law, the date on which the Debentures shall be redeemed by the Issuer in full by payment of the Redemption Amount, together with accrued Coupon, Early Redemption Premium and all other Outstanding Amounts accrued thereto, on the expiry of 45 (forty five) days of having received an Early Redemption Notice.
Early Redemption Notice	As set out in the Debenture Trust Deed
Early Redemption Premium	2.00% (two point zero zero percent) of the amount prepaid by the Issuer.
Voluntary Redemption	Not Applicable
Issue Price	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Discount at which security is	Not Applicable

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issued and the effective yield as a result of such discount	
Premium / Discount at which security is redeemed and the effective yield as a result of such premium / discount	Not Applicable
Put Option	On the occurrence of the Put Option Event and subject to Applicable Law, the Debenture Trustee shall have the right but not the obligation to demand immediate Redemption of the Debentures (“ Put Option ”), by serving a written notice to the Issuer in the format set out in the Debenture Trust Deed (“ Put Option Notice ”), within 30 (thirty) days from the occurrence of the Put Option Event, to the Issuer or persons identified by him. The Put Option Notice shall contain details of (i) the amounts to be paid to the Debenture Holders which shall be equal to the Put Option Price as provided below together with all other Outstanding Amounts and (ii) the account in which the said payment is to be credited. The Issuer shall be obliged to Redeem all the Debentures and pay the Put Option Price together with all other Outstanding Amounts.
Put Option Event	The occurrence of the following event: (a) The rating of the Debentures is downgraded to a rating below BB+.
Put Date	Not Applicable
Put Price	Aggregate of Redemption Amount and accrued Coupon in relation to the Debentures as on date of the occurrence of Put Option Event.
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	As mentioned under Put Option
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not Applicable
Face Value	INR 1,00,000/- (Indian Rupees One Lakh only) per Debenture
Minimum Application and in multiples of thereafter	100 (One Hundred) Debentures (aggregating to INR 1,00,00,000 (Indian Rupees One Crore), and 1 (one) Debenture thereafter
Issue Timing	
1) Issue Opening Date	1) 19 th October 2023

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2) Issue Closing Date	2) 19th October 2023
3) Date of earliest closing of the Issue, if any	3) 19th October 2023
4) Deemed Date of Allotment	4) 19th October 2023
5) Pay-in Date	5) 19th October 2023
Settlement mode of the Instrument	RTGS
Depositories	NSDL and CDSL
Disclosure of Interest / Dividend / Redemption Dates	Please refer to Annexure IV in this Key Information Document.
Record Date	As set out more particularly in Section 1 of this Key Information Document.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Representations and Warranties Please refer to Section 3.1 of this Key Information Document. Affirmative Covenants Please refer to Section 3.2 (a) of this Key Information Document. Negative Covenants Please refer to Section 3.2 (b) of this Key Information Document. Reporting Covenants Please refer to Section 3.2 (c) of this Key Information Document. Financial Covenants Please refer to Section 3.2 (d) of this Key Information Document.
Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the General Information Document.	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on receivables (“Hypothecated Assets”) that is created / shall be created pursuant to the Hypothecation Agreement between the Issuer and the Debenture Trustee as described herein. The Hypothecated Assets shall consist of loans originated from the proceeds of the Debentures. The Security shall be created on or prior to the Deemed Date of Allotment pursuant to the terms of the Hypothecation Agreement and such other Transaction Documents. Eligibility Criteria: The Hypothecated Assets shall at all times, comply with the eligibility criteria, as more particularly set out in the Hypothecation Agreement.

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	Security Cover: The Issuer shall ensure that the value of the Hypothecated Assets, at all times from the Deemed Date of Allotment until the Final Settlement Date is equal to 1.10x (one decimal point one zero times) or 110% (one hundred and ten percent) of the aggregate amount of principal outstanding of the Debentures where at least 1.10 (one decimal point one zero) time or 110% (one hundred and ten percent) of the security cover is from principal receivables (“Security Cover”). Delay in creation of Security: The Issuer shall pay a penal interest of 2.0% (Two Percent) p.a. in case there is any delay in the creation from the Deemed Date of Allotment and registration and perfection of the security over the Hypothecated Assets. Terms of creation and replacement of Security: The Security shall be created over the Hypothecated Assets as per the terms and conditions as more particularly set out in the Hypothecation Agreement. The Company shall, within the timelines prescribed under the Hypothecation Agreement replace such Hypothecated Assets that do not satisfy the Eligibility Criteria. In case of any repugnancy between the terms of this Key Information Document read together with the General Information Document and the terms of creation of security as set out in the Hypothecation Agreement, the terms of Hypothecation Agreement shall prevail to the extent of inconsistency.
Transaction Documents	The Debenture Trust Deed, the Debt Disclosure Documents, the Disclosure Document, the Hypothecation Agreement, the Hypothecation Confirmation Letter, the Power of Attorney, Resolutions, Deed of Personal Guarantee, the letters issued by the Rating Agency and the Registrar, undertakings, tripartite agreement as required under the Deed and all other documents in relation to the issuance of the Debentures.
Conditions Precedent to Disbursement	(a) 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. (b) 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

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	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. (c) Execution of the Form PAS-4, Debenture Trustee Agreement, Debenture Trust Deed, Hypothecation Agreement, Power of Attorney and the Deed of Personal Guarantee (as the case may be), in a form and manner satisfactory to the Debenture Trustee shall have taken place. (d) A copy of the letter from the RTA providing its consent to act as the Registrar for the issue of Debentures. (e) The Issuer shall have circulated the Debt Disclosure Documents for the issue of Debentures. (f) Rating of the Debentures being completed and the rating agency having provided a minimum rating of "IND BBB" for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee. (g) The Company shall have obtained the Debenture Trustee Consent Letter from the Debenture Trustee. (h) The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that:- (i) 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; (ii) the borrowing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded; and (iii) no Material Adverse Effect has occurred in the Company, and/or the business of the Company. (i) 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:
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	(i) incumbency and signatures; (ii) absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect; (iii) all representations and warranties contained in the Debenture Trust 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 (iv) the Debenture Trustee shall have received from the Company its audited account statements for the Previous Year.
	(j) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company.
	(k) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company.
	(l) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements.
	(m) The Company shall have submitted to the Debenture Trustee, its audited account statements along with independent auditor's report of the Company for the financial year ended on 31 st March 2023.
	(n) A "know your customer" document for each of the Personal Guarantor to be provided to the satisfaction of the Debenture Trustee/Debenture Holders.
	(o) The Issuer shall have obtained in-principle approval from the Stock Exchange for listing of the Debentures.
	(p) A copy of the e-Form MGT-14 filed with the Registrar of Companies with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures.
	(q) The Issuer shall have obtained due-diligence certificate from the Debenture Trustee.

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	(r) The Issuer shall have complied with all the provisions of the SEBI Debenture Trustees Master Circular in relation to compliance with distributed ledger technology requirements. (s) The Issuer shall have obtained the International Securities Identification Number (ISIN) in respect of the Debentures. (t) Payment of all fees and stamp duty under the Transaction Documents executed is done to the satisfaction of the Debenture Trustee. (u) The Company shall provide such other information, documents, certificates, opinions and instruments as the Debenture Holder may reasonably request.
Conditions Subsequent to Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: (a) The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings with the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee alongwith a list of the Debenture Holders within 15 (fifteen) days from the Deemed Date of Allotment. (b) Certified true copy of the board resolution for the allotment of the Debentures, within 2 (two) Business Days of the Deemed Date of Allotment. (c) Copy of Form PAS-5 being maintained by the Company in accordance with the Act, where the Company has recorded the names of the subscribers to the Debentures within 7 (seven) Business Days of Deemed Date of Allotment. (d) Credit the demat account of the Applicants with such number of Debentures which have been allotted to them within 2 (Two) Business Days from the Deemed Date of Allotment. (e) Payment of stamp duty at 0.005% (zero point zero zero five percent) on the Debentures as per the Indian Stamp Act, 1899. (f) The Company shall provide/submit all such post listing disclosures as required

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	under Master Circular and NCS Listing Regulations. (g) File e-form CHG 9 with Registrar of Companies within the 30 (thirty) days from the Deemed Date of Allotment. (h) As applicable to the Issuer in accordance with the Applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with Section 215 of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017. (i) A certificate from the Company's chartered account in respect of the utilization of funds raised by the issue of the Debentures within 60 (sixty) days from the Deemed Date of Allotment. (j) Obtaining the final listing approval from the Stock Exchange in respect of the Debentures (including but not limited to payment of all fees) and list the Debentures on the wholesale debt market segment of BSE within 3 (three) working days from the issue closing date of Debentures. (k) Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under the Deed of Hypothecation and for enforcement of such Security within the timeline stipulated under Applicable Law. Any other document as required by the Debenture Trustee. (l) Provide to the Debenture Trustee, the audited financial statements of the Company for the Financial Year ended March 31, 2023 and provisional quarterly financial statements for the period ended June 30, 2023. (m) Any other document as required elsewhere under the Transaction Documents.
Events of Default (including	Please refer to Section 3.3 of this Key Information

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manner Of voting /conditions of joining Inter Creditor Agreement)	Document.
Creation of recovery expense fund	The Company hereby agrees and undertakes that it shall create a recovery expense fund in the manner as set out in NCS Regulations and the SEBI Debenture Trustees Master Circular or such other circulars as may be specified by the SEBI from time to time and shall inform the Debenture Trustee of the same in writing. Without prejudice to the generality of the foregoing, the Company shall ensure compliance with the SEBI NCS Regulations, as amended/ supplemented from time to time in relation to the creation and maintenance of the recovery expense fund, the key provisions of which are as follows: (a) <u>Creation of Recovery expense fund:</u> The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to recovery expense fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time. The Company shall ensure that the bank guarantees remains valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the designated stock exchange shall invoke such bank guarantee. (b) <u>Utilisation of recovery expense fund:</u> In the event of default, the Debenture Trustee shall obtain the consent of Debenture Holders for enforcement of security and shall inform the same to the designated stock exchange. The amount lying in the recovery expense fund shall be released by the designated stock exchange to the Debenture Trustee within five working days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from recovery expense fund towards enforcement of security. (c) <u>Refund of recovery expense fund to the Company:</u> The balance in the recovery expense fund shall be refunded to the Company on repayment to the Debenture holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the designated stock exchange. The

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	Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.
Conditions for breach of covenants (as Specified in the Debenture Trust Deed)	Please refer to sections named "Default Interest Rate" above and Section 3.3 below.
Provisions related to Cross Default Clause	The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
Role and Responsibilities of the Debenture Trustee	Please refer to Section 5.38 (<i>Issue Details</i>) of the General Information Document
Risk factors pertaining to the issue	Please refer to Section 3 (<i>Risk Factors</i>) of the General Information Document
Governing Law	Chennai, India

- (c) In the event there is any delay in listing of the Debentures beyond (T+3) working days, wherein "**T**" shall be referred to the issue closing date, the Issuer will:
- (i) pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate, from the date of allotment of the Debentures until the listing of the Debentures is completed; and
 - (ii) be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).

Note:

- If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.
- The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
- The Issuer shall provide granular disclosures in the this Key Information Document, with regards to the "**Object of the Issue**" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

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As specified in this Key Information Document.

4. **Future Borrowings**

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

5. **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.**

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

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SECTION 3: TRANSACTION DOCUMENTS AND KEY TERMS

3.1 REPRESENTATIONS AND WARRANTIES OF THE ISSUER

(a) **Status**

- (i) It is a company, duly incorporated, registered and validly existing under the Laws of India.
- (ii) It is registered as a housing finance company with the NHB.
- (iii) It and each of its subsidiaries (as defined under the Act) has the power to own their respective Assets and carry on their respective business as it is being conducted.

(b) **Binding obligations**

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

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

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

- (i) any Law or regulation applicable to it;
- (ii) its Constitutional Documents; and
- (iii) any agreement or instrument binding upon it or any of its Assets.

(d) **Power and authority**

It has the power and authority 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) **Ranking**

Each Debenture constitutes direct and unconditional and secured obligations of the Company. The claims of the Debenture Holders shall be unsubordinated to

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all the claims of equity investors/ subordinate lenders (including without limitation, any Subordinated Debt) and shall rank at least unsubordinated inter se and to all other lenders who have not expressly agreed to subordinate their claims to those of other lenders of the Company.

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

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

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

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

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

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

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

(ii) Neither the Company nor any Group Entity has violated, or breached any applicable Law (including, but not limited to, any Environmental and Social Requirements) which has resulted in or could reasonably be expected to have a Material Adverse Effect.

(k) ***Hypothecated 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.

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

(m) **Solvency**

- (i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of applicable Law, nor will it become unable to pay its debts for the purposes of applicable Law as a consequence of entering into the Debenture Trust Deed or any other Transaction Document.
- (ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Indebtedness.
- (iii) The value of the Assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (iv) The Company has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
- (v) No insolvency or bankruptcy process has commenced under the (Indian) Insolvency and Bankruptcy Code, 2016 in respect of the Company.
- (vi) No reference, enquiry or proceedings under corporate debt restructuring (CDR) mechanism or the strategic debt restructuring (SDR) mechanism of the RBI, and no steps have been taken by any lender in respect of any member of the Group, under the 'Scheme for Sustainable Structuring of Stressed Assets (S4A) issued by the RBI.

(n) **No immunity**

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

(o) **Legal and Beneficial Ownership**

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

(p) **Compliance with Laws**

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

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

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

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

(u) **Audit**

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

(v) **Good Business Standard**

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

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

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

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(x) **Employees**

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

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

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

3.2 COVENANTS OF THE ISSUER:

(a) **AFFIRMATIVE COVENANTS**

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

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

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

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

(iii) **Costs and expenses**

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

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

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

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

Company shall

- (A) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and

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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;

- (B) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; and
- (C) promptly obtain all consents, licenses and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures.

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

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

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

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

(viii) ***Grievance***

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

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

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

- (A) notice of any Event of Default or potential Event of Default, each as listed in **Schedule XII (Events of Default)** of the Debenture Trust Deed;
- (B) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the listing agreement entered into with the stock exchange;
- (C) details of any material litigation, arbitration or administrative proceedings, etc.; and including those that are required to be

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disclosed to the stock exchange under the listing agreement entered into with the stock;

- (D) any and all information required to be provided to the Debenture Holders under the listing agreement that may be entered into between the Company and the BSE; and
- (E) the declaration or distribution of dividend.

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

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

(xi) **Further assurances**

Company shall

- (A) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- (B) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard;
- (C) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under the Debenture Trust Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of the Debenture Trust Deed; and
- (D) comply with:
 - (I) all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (if the Debentures are listed), as may be in force from time to time during the tenor of the Debentures; (i) the provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (ii) NCS Listing Regulation and (iii) the provisions of the listing agreement to be entered into by the Company with the BSE in relation to the Debentures,
 - (II) the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15

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thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures,

- (III) the provisions of the Act in relation to the issue of the Debentures,
- (IV) procure that the Debentures are rated and continued to be rated until the redemption of the Debentures; and
- (V) The Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders.

(xii) **Guarantee**

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

(xiii) **Security**

- (A) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;
- (B) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof;
- (C) shall, on the Deemed Date of Allotment and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Monthly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the Deemed Date of Allotment until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the

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Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;

- (D) shall, on the Deemed Date of Allotment and every Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets;
- (E) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;
- (F) the Hypothecated Assets shall satisfy the eligibility criteria set out in **Schedule XIII (Eligibility Criteria)**;
- (G) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and
- (H) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under the Debenture Trust Deed;

(xiv) ***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.

(xv) ***Delay in Security Creation***

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

- (A) refund the Application Money as set out in Clause 2.5 of the Debenture Trust Deed, to the Debenture Holders; or
- (B) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking, exclusive current and continuing charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met.

(xvi) ***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.

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

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

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

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

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

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

(xx) ***Insurance***

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

(xxi) ***Corporate Governance***

- (A) the Company shall maintain the highest standards of corporate governance in accordance with the HFC Directions;
- (B) the Company shall at all times comply with the NBFC Master Directions.

(xxii) ***General***

- (A) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents;
- (B) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with;

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- (C) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders;
- (D) the Company shall comply with the guidelines on Fair Practices Code in the HFC Directions as prescribed by the RBI from time to time;
- (E) the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law;
- (F) the Company shall comply with all monitoring and/or servicing requests from the Debenture Trustee; and
- (G) the Company shall utilize the proceeds of this Issue in accordance with applicable Laws and regulations.

(xxiii) **Access**

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

- (A) check the management of the funds made available through subscription to the Debentures;
- (B) inspect and take copies and extracts from the books, accounts and records of the Company;
- (C) visit and inspect the premises of the Company; and
- (D) meet and discuss matters with senior management employees of the Company.

(xxiv) **Conditions Subsequent**

Company shall comply with the conditions stipulated in the Debenture Trust Deed.

(xxv) **Financial Covenants**

Company shall comply with the financial covenants stipulated in the Debenture Trust Deed

(xxvi) **Issue Terms and Conditions**

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

(xxvii) **Internal Controls**

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

(xxviii) **Information to Debenture Trustee**

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

(xxix) **Appointment of Nominee Director**

The Company shall appoint the person nominated by the Debenture Trustee(s) in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from

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the debenture trustee(s) as to appointment of Nominee Director. The Issuer shall amend its Constitutional Documents within 6 (six) months from the Deemed Date of Allotment to provide for the appointment of the Nominee Director by the Debenture Trustee and obtain all consents, as may be required, for this purpose if the same is not provided for already.

(b) **NEGATIVE COVENANTS**

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

- (A) Change the general nature of its business or undertake any new major business outside financial services or any diversification of its business outside financial services, without the approval of the Debenture Trustee.
- (B) Change or make any alteration to its Constitutional Documents where such amendment would have a Material Adverse Effect, without the prior consent of the Debenture Trustee.
- (C) 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 and shall remain on the board of the Company as is subsisting on the date of execution of the Debenture Trust Deed.
- (D) Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business.

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

- (A) Any action by the Issuer resulting in dilution or change in the shareholding by more than 10% (ten percent) from the shareholding pattern as on the Deemed Date of Allotment of any equity shareholders on account of any primary investment by existing shareholders or new third-party investors (except for any additional equity investment by the Issuer's parent). The Issuer shall promptly provide an intimation to the Debenture Trustee for any change in shareholding below 10% (ten percent).
- (B) The Company will not purchase or redeem any of its issued shares or reduce its share capital without the prior written consent of the Debenture Trustee.
- (C) Issuer shall procure that 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 consent of the Debenture Trustee (acting on behalf of the Debenture Holders). In case the Key Shareholders provide any undertaking with respect to any borrowings/credit facility availed by the Company stating that the Key Shareholders shall not transfer or encumber the shares of the Company held by them without the prior consent of the Debenture Trustee (acting on behalf of the Debenture Holders), then the Company shall ensure that the Key Shareholders provide such an undertaking in favour of the Debenture Trustee as a condition precedent to the disbursement of the Debentures or any part thereof. Any change in the stake of the Key Shareholders in the Company by promoters shall require prior written consent of the Debenture Trustee (acting on behalf of the Debenture Holders).

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Name	Investment Type	Existing percentage stake
ASHISH JAIN	Ordinary Equity	2.04
PUSHPA NAGDA	Ordinary Equity	5.99
ASHISH JAIN (HUF)	Ordinary Equity	1.61
KAVISH JAIN	Ordinary Equity	2.04
KAVISH JAIN (HUF)	Ordinary Equity	1.01

(iii) **Dividend**

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

- (A) 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);
- (B) 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;
- (C) the Company is in compliance with the financial covenants set forth in **Schedule VIII (Financial Covenants)**; and
- (D) the company has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Debentures.

(iv) **Merger, demerger, etc.**

- (A) Mergers and Acquisitions, restructuring, amalgamation without approval of the Majority Debenture Holders over and above 10% (Ten percent) of the net worth of the Issuer in a Financial Year; and
- (B) Subject to (A) above, enter into any transaction of merger, demerger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction. Provided however, that this restriction shall not apply in the event where the compliance with such restriction would result in the Issuer defaulting in its payment obligations in relation to the Debentures.

(v) **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.

(vi) **Acquisition**

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

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(vii) **Joint Venture**

Without the prior written consent of the Majority Debenture Holders:

- (A) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or
- (B) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture).

(viii) **Loans and Guarantees**

The Company shall not:

- (A) extend a loan to any single individual or entity amounting to greater than 15% (fifteen percent) of its Tangible Net Worth; or
- (B) undertake to guarantee the liabilities of any individual or entity.

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

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

- (A) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis;
- (B) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person; or
- (C) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person.

(x) **Immunity**

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

(xi) **Auditor**

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

(xii) **Liabilities**

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

(xiii) **Change of control**

- (A) 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 change in Control of the Company. PROVIDED THAT if the written consent of the Debenture Trustee/ the Majority Debenture Holder(s) is withheld for the proposed change of control, the Company will, upon the instructions of the Debenture Trustee, redeem the Debentures forthwith within 45

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(Forty five) days of receiving such written instructions from the Debenture Trustee and pay prepayment penalty on such redemption in accordance with the terms of the Transaction Documents. No prior written consent of the Debenture Trustee is required if the issue of any additional shares or equity interests, transfer, sale, pledge or encumbrance of its existing shares or equity interests does not result in change in Control of the Company.

- (B) Any transfer of shares by a Promoter by itself or along with any investor leading to a change of control in the Company.

(xiv) ***Disposal of Assets***

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

(xv) ***Management Control***

Any change in Management Control of the Company.

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

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

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

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

(xviii) ***Financial Year***

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

(xix) ***Others***

Without prejudice to Clause (a) (*Change of business; Role of Promoter*) of this **Schedule X** (*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.

(xx) ***Related Party Transactions***

Without prior written intimation to the Debenture Trustee, the Issuer shall not enter into or perform any transaction(s) with a related party other than in its ordinary course of business. Without prejudice to the foregoing, the Issuer shall not without the prior written consent of the Debenture Trustee enter into any transaction(s):

- (A) whereby the overall outstanding amount owed to the Issuer under all such transactions exceeds 10.00% (Ten Point Zero Zero percent) of its net worth,

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(B) whereby the overall expense incurred through such transactions during any Financial Year exceeds 10.00% (Ten Point Zero Zero percent) of its net profit;

(C) provide any guarantee for any indebtedness of a related party.

The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant.

For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder).

(xxi) **Miscellaneous**

(A) Any restructuring of any borrowing arrangements;

(B) Change in managing director of the Issuer.

It is hereby clarified that save and except paragraph (c) above, the Company shall serve a written notice to the Debenture Trustee and Debenture Holders before undertaking any of the said activities set out above and if the Debenture Trustee does not accept or reject the same within seven (7) business days, it will be deemed that the consent has been provided by the Company. Notwithstanding the aforesaid, the provision of deemed consent shall not be applicable if Promoter there is an Event of Default subsisting.

It is further clarified that for paragraph (c) above, there shall be no deemed consent applicable. The Company shall be permitted to undertake the activities mentioned in paragraph (c) only after receipt of consent from the Super Majority Debenture Holders, obtained as per the applicable SEBI regulations, Master Circular, SEBI Debenture Trustee Master Operational Circular and any amendments thereto from time to time.

Notwithstanding the aforesaid, for all the covenants from (i) to (x), the provision of deemed consent shall not be applicable if Promoter there is an Event of Default subsisting.

(c) **REPORTING COVENANTS**

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

(i) Monthly Reports

(A) As soon as available and in any event within 25 (twenty-five) calendar days after the end of each calendar month, the statement of asset liability management in form and substance satisfactory to the Debenture Trustee and the Debenture Holders.

(B) The Issuer shall provide the monthly financial statements to the Debenture Trustee and Debenture Holders as and when requested by them.

(C) Issuer shall share information about facilities sanctioned to it by other Debenture Trustees including sanction letters from such other Debenture Trustees.

(ii) Quarterly Reports

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As soon as available and in any event within 45 (forty five) calendar days after the end of each calendar quarter, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing:

- (A) financials, quarterly financial statements (within 60 (sixty) days from the end of each calendar quarter), operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency, asset-liability management, monthly cash flow and portfolio at risk data), funding/borrowings in formats acceptable to the Debenture Holders;
- (B) the shareholding structure and composition of the board of directors in the Company;
- (C) if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI);
- (D) a compliance certificate issued by the management of the Issuer regarding the financial covenants set forth in **Schedule VIII** (*Financial Covenants*) of the Debenture Trust Deed in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;
- (E) details of a) operational information, b) portfolio cuts, c) monthly disbursements d) monthly dpd statement, e) changes in Board and management, f) liquidity statement and g) changes in shareholding pattern on a quarterly basis in the format as specified by the Debenture Trustee.
- (F) details of transactions with related parties and balances outstanding in the format as specified by the Debenture Trustee.
- (G) the static pool analysis and vintage curve data of the portfolio and Gross Loan Portfolio in the format as specified by the Debenture Trustee within 60 (sixty) days from the end of each calendar quarter. On a quarterly basis beginning from the end of the current financial quarter, the Issuer shall provide an updated version of the static pool analysis and vintage curve data of the portfolio and Gross Loan Portfolio in the format prescribed by the Debenture Trustee.
- (H) information on structural liquidity of the Company in the format as may be specified by the Trustee.
- (I) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:
 - (I) Updated list of the names and addresses of the Debenture Holders.
 - (II) Details of the Coupon due, but unpaid and reasons thereof.
 - (III) 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.
- (J) A statement that those assets of the Issuer which are available by way of Security are sufficient to discharge the claims of the Debenture Holders as and when they become due.
- (K) information on:

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- (I) any new product being introduced or change in existing product features, or any new business correspondent relationship is established or discontinuance of existing relationship;
- (II) expansion of operations into any new district, city or state;
- (III) any change in a service or feature change in an existing product;
- (IV) if the Company is proposing to expand to any location other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;
- (V) if the Company makes any material changes to the information system or loan management software or management information systems, in terms of upgrade or installing a new software, other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;
- (VI) if the Company conducts a credit check using any other credit bureau apart from the credit bureaus currently being used by the Company;
- (VII) any revisions in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;
- (VIII) any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment;
- (IX) if there is any fraud, amounting to more than 5% (five percent) of Gross Loan Portfolio; and
- (X) such other operational or financial information, as may be required by the Debenture Trustee or the Debenture Holders.

(iii) Half-yearly Basis:

Issuer shall, on Half Yearly basis, submit to the Debenture Trustee:

- (A) A certificate from the statutory auditor of the Issuer giving the value of the Hypothecated Assets including compliance with the covenants in the Key Information Document in the manner as specified by SEBI; and
- (B) A certificate from the statutory auditor of the Issuer regarding (a) maintenance of security cover; and (b) compliance with all covenants in respect of the Debentures; along with a copy of Financial Statements of the Issuer.

(iv) Annual Reports

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

- (A) 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

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respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof;

- (B) 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 Event of Default;
- (C) all annual information submitted to the RBI including but not limited to the structural liquidity statement, capital to risk (weighted) assets ratio, qualifying asset certificate, unhedged foreign currency certificate; and
- (D) the corporate social responsibility report confirming adherence by the Company to its corporate social responsibility policy (if applicable).

(v) Event Based Reports

- (A) As soon as available and in any event within 15 (fifteen) Business Days of the occurrence of such event, the details of any change in the shareholding structure by more than 5% (five percent) in the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders;
- (B) As soon as available and in any event within 15 (fifteen) 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;
- (C) As soon as available and in any event within 15 (fifteen) 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;
- (D) 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 15 (fifteen) Business Days from the occurrence of such event:
- (E) 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;
- (F) 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,
- (G) 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,
- (H) any changes in the accounting policy or statutory auditors of the Company from that followed / appointed as on the Deemed Date of Allotment;
- (I) the details of any fraud amounting to more than 1% (one percent) of the Gross Loan Portfolio,

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- (J) if the Company conducts a credit check using any other credit bureau apart from the credit bureaus currently being used by the Company,
- (K) the Company alters its Constitutional Documents except for the memorandum of association and articles of association,
- (L) 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,
- (M) the Company obtains or reasonably should have obtained actual knowledge thereof, of any material event adversely impacting its business,
- (N) any notice of prepayment or prepayment of any Financial Indebtedness of the Issuer, and
- (O) if there is a failure to create a charge on Hypothecated Assets

The Issuer shall furnish a certificate issued by a chartered accountant certifying the end use of the proceeds of the Debentures within 60 (sixty) days from the Deemed Date of Allotment. It is hereby clarified that the Company shall be required to pay a penalty of INR 3,000/- (Indian Rupees Three Thousand Only) for each day of delay in the event of non-adherence to the above mentioned reporting covenants on a timely basis.

(d) **FINANCIAL COVENANTS**

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

- (i) During the tenor of the Debentures, the Company shall maintain a minimum capital ratio of Tier I Capital and Tier II Capital to aggregate Risk Weighted Assets on-balance sheet and of risk adjusted value of Off-Balance Sheet Portfolio which shall not be less than 20% (twenty percent), or as per the regulatory minimum prescribed by the RBI under the applicable Law, whichever is higher. For the purpose of calculation of minimum capital ratio: (i) first loss credit enhancements provided by the Issuer on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. (ii) credit enhancements provided by the Issuer on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50% (fifty percent) from Tier I Capital and 50% (fifty percent) from Tier II Capital. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI.
- (ii) The Company shall ensure that the maximum permissible ratio of A:B shall be 4% (Four percent), where A is the aggregate of the Portfolio At Risk Over 90 Days and write-offs (on the entire portfolio including receivables sold or discounted on a non-recourse basis of the Issuer) and B is Gross Loan Portfolio, herein the write-offs shall be calculated for trailing 12 (twelve) months.
- (iii) During the tenor of the Debentures, the Company shall ensure that the ration of A:B shall not exceed 4x (four times), where A is the Financial Indebtedness of the Company and B is the Tangible Net-Worth of the Company.

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- (iv) The Company shall ensure that the maximum permissible ratio of A:B shall be 10% (ten percent), where A is the aggregate of the Portfolio At Risk Over 90 Days net of Loan Loss Provisions (on the entire portfolio including receivables sold or discounted on a non-recourse basis of the issuer) and B is Tangible Net-Worth of the Company.

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

“Portfolio at Risk Over 90 days or PAR > 90” shall mean, on the Issuer's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the Issuer's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 days or more and includes restructured loans.

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

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

“Loan Loss Provision” means the outstanding provision in the balance sheet of the Company pertaining to on book and securitised book assets to provide for potential losses.

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.

The Financial Covenants and such other covenants as are contained in the Debenture Trust Deed can be tested at any time during the tenure of the Debentures.

3.3 EVENTS OF DEFAULT

(a) ***Payment Defaults***

The Company does not pay on the Due Date any amount payable pursuant to the Debenture Trust Deed and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 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.

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- (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 which results in breach of Security Cover.

(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 the 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 as may be determined by the Debenture Trustee, acting on the instructions of the Majority Debenture Holders.

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

- (i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of

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- 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, receiver, administrative receiver, administrator, compulsory manager, supervisor, trustee or other similar officer in respect of the Company or its Affiliate or any of its assets appointed or allowed to be appointed of all or any part of the undertaking of the Company;
 - (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;
 - (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 Hypothecated Assets of the Company or its Affiliate.

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

- (ii) An order is made or an effective resolution passed for the 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.
- (iii) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Issuer is filed on the Issuer (voluntary or otherwise) or have been admitted or the Issuer make a composition, assignment or arrangement with any creditor or an assignment for the benefit of its creditors generally and such proceeding is not contested by the Issuer for staying, quashing or dismissed within 15 (fifteen) days from the admission and / or filing of such petition in the relevant court;

(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.

(i) **Creditors' Process**

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- (i) All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.
 - (ii) The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company.
 - (iii) The Company has voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved.
 - (iv) The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors.
 - (v) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.
- (k) **Judgments Defaults**

One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (five percent) of the Total Assets of the Company PROVIDED THAT such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) consecutive calendar days.
- (l) **Transaction Documents**
 - (i) The Debenture Trust 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**
 - (i) 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.
 - (ii) The Debenture Trust Deed or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes a valid, binding and enforceable obligations of the Issuer.
- (n) **Repudiation**

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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 IX (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 would have a Material Adverse Effect.

(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 or for which an appeal is pending.

(u) **Erosion of Net Worth**

Erosion of 50% (fifty per cent) or more of the Issuer's net worth commencing from 31st December 2023.

(v) **Merger**

- (i) 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.

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- (ii) The Company has taken or suffered to be taken any action for reduction of its capital or any rearrangement, merger or amalgamation without the prior written approval of the 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 third party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders.
- (y) **Wilful default**
Any Promoters or key management personnel of the Company is/are declared as wilful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery.
- (z) **Breach**
Any default is committed by the Issuer in performance or observance of or compliance with any covenant (including breach of sub-clause (e), (f), (h), (j), (p), (r) and (u) of Schedule VII (*Affirmative Covenants*) subject to a cure period of 30 (thirty) calendar days, sub-clause (a (i)), (c) and (u (ii)) of Schedule X (*Negative Covenants*), Financial Covenants subject to a cure period of 60 (sixty) days, reporting covenants as set out in the Transaction Documents, subject to a cure period of 15 (fifteen) days, or breach of any condition or provision contained or obligation in the Transaction Documents.
- (aa) **Breach of other terms of the Debenture Trust Deed**
A breach by the Company of any of its obligations and covenants provided in terms of the Debenture Trust Deed or other Transaction Documents.
- (bb) **Fraud and embezzlement by officer**
Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer / Promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer.
- (cc) **Change in Management Control**
If there is any change in Management Control of the Issuer or change in Control of the Issuer, without prior written consent from the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

3.4 CONSEQUENCES OF AN EVENTS OF DEFAULT AND REMEDIES

If one or more of the events specified in **Schedule XI** (*Events of Default*) of the Debenture Trust Deed occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Special Majority Debenture Holders or by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in

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Clause 6 (*Provisions for meeting of Debenture Holders*) of the Debenture Trust Deed hereto by a notice in writing to the Company initiate the following course of action:

- (a) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Debenture Trust Deed and other Transaction Documents;
- (b) declare all or any part of the Debentures to be immediately (or on such dates as the 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, 1993 on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company;
- (f) take necessary action of either enforcing the Security or entering into the Inter Creditor Agreement as stated in Clause 7.3 of the Debenture Trust Deed or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a committee of the Debenture Holder(s) to participate in the ICA or to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s), from time to time. The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws;
- (g) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time for utilization of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund towards enforcement of Security. All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred;
- (h) take all such other action expressly permitted under the Debenture Trust Deed or in the other Transaction Documents or permitted under the Law including invocation of guarantee (if applicable); and
- (i) exercise such other rights as the Debenture Trustee may deem fit under applicable Law to protect the interest of the Debenture Holders.

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As more particularly prescribed in the Debenture Trust Deed.

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SECTION 4: OTHER INFORMATION AND APPLICATION PROCESS

4.1 Issue Procedure

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

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

4.2 Application Procedure

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

4.3 Fictitious Applications

All fictitious applications will be rejected.

4.4 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to potential investors on a first come first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

4.5 Payment Instructions

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

Beneficiary Name	Star Housing Finance Limited
Bank Account No.	0386103000005982
IFSC Code	IBKL0000386
Bank Name	IDBI Bank Limited
Branch Address	Opus Centre, Plot No.47, Opp.tunga Paradise, Central Road, Midc, Andheri-east, Mumbai - 400 093

4.6 Eligible Investors

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

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

- (o) Resident Individuals
- (p) Hindu Undivided Family
- (q) Trust
- (r) Limited Liability Partnership, Partnership Firms
- (s) Portfolio Managers and Foreign Portfolio Managers registered with SEBI
- (t) Association of Persons
- (u) Companies and Body Corporates including all Public Sector Undertakings
- (v) Commercial Banks, Regional Rural Banks, Financial Institutions
- (w) Insurance Companies
- (x) Mutual Funds, Alternative Investment Funds (AIFs)
- (y) Foreign portfolio investors;
- (z) other foreign entities allowed by SEBI and RBI; and
- (aa) All QIBs;
- (bb) any non-QIB Investors; and any other investor eligible to invest in these debentures.

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

Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

4.7 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL and CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint

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holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.

- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading “Details for Issue of Debentures in Electronic/Dematerialised Form” in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

4.8 Depository Arrangements

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

4.9 List of Beneficiaries

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

4.10 Application under Power of Attorney

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

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

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4.11 Procedure for application by Mutual Funds and Multiple Applications

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

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

- (a) SEBI registration certificate
- (b) Resolution authorizing investment and containing operating instructions
- (c) Specimen signature of authorized signatories

4.12 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

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

4.13 Applications to be accompanied with Bank Account Details

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

4.14 Succession

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

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

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4.15 Mode of Payment

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

4.16 Effect of Holidays

- (a) If any Due Date on which any interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (c) If the Final Redemption Date falls on a day which is not a Business Day, the payment of any amounts in respect of any interest and the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.

4.17 Tax Deduction at Source

- (a) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Company is required to make a Tax Deduction pursuant to Applicable Law.
- (b) The Company shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.
- (c) If the Company is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.
- (d) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction or (B) 60 (sixty) days of each Due Date, the Company shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

4.18 Letters of Allotment

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (*Standardization of timelines for listing of securities issued on a private placement basis*) of the SEBI 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*" (as amended and modified from time to time), the Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 2 (two) Business Days from the Deemed Date of Allotment.

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4.19 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is 19th October 2023 by which date the Investors would be intimated of allotment.

4.20 Record Date

The Record Date means the date falling 07 (seven) calendar days prior to the Coupon Payment Date or Early Redemption Date or the Redemption Date

4.21 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 07 (seven) days from the Deemed Date of Allotment of the Debentures.

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

4.22 Interest on Application Monies

As specified in detail in Section 2.8 (*Issue Details*) of this Key Information Document.

4.23 Pan Number

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

4.24 Redemption

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

4.25 Payment on Redemption

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

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

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

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4.26 Payment of Coupon

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

In the event of any default in the payment of Coupon and/or in the redemption of the Debentures on the respective Payment Dates and all other monies payable pursuant to the Transaction Documents read with this Key Information Document, the Issuer shall pay to the Debenture Holders, default interest at the rate specified in Section 2.8 (Issue Details) of this Key Information Document for the default in payment of Coupon, and/or Redemption Amount till the dues are cleared.

4.27 Eligibility to come out with the Issue

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

4.28 Registration and Government approvals

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

4.29 Authority for the Issue

This present private placement of Debentures is being made pursuant to the resolution passed by the board of directors of the Company at its meeting held on 25th September 2023 and shareholders of the Company at its meeting held on 10th August 2023. A copy of the board resolution and shareholders resolution is attached hereto as **Annexure V** and **Annexure VI** respectively.

4.30 Date of Allotment

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

4.31 Buyback

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

Disclaimer: Please note that only those persons to whom this Key Information Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents /

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authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

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Serial No: 001

Addressed to: _____ (Name of the Debenture Holder(s))

SECTION 5: FORM NO. PAS-4

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

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

ISSUE OF UP TO 2,000 (TWO THOUSAND) SECURED, LISTED, RATED, SENIOR, REDEEMABLE, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY STAR HOUSING FINANCE LIMITED (THE "COMPANY") OR ("ISSUER").

5.1 General Information:

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

Issuer / Company:	Star Housing Finance Limited (the "Issuer" or "Company" or "Star Housing")
Registered Office:	603, Western Edge I, Above Metro Cash & Carry, Borivali East, Mumbai, Maharashtra - 400066, India
Corporate Office:	603, Western Edge I, Above Metro Cash & Carry, Borivali East, Mumbai, Maharashtra - 400066, India
Telephone No.:	+91 8828036610
Website:	www.starhfl.com
Fax:	Not Applicable
Contact Person:	Natesh Narayanan
Email:	contact@starhfl.com

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

21/03/2005

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

As more particularly set out in the General Information Document

Branch details:

As more particularly set out in the General Information Document

Subsidiary details:

As of the date of this Key Information Document, the Company has no subsidiaries.

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

S. No.	Name	Designation	Profile
1.	Ashish Jain	Managing Director	Mr. Ashish Jain is the Managing Director of Star Housing Finance Limited. An Engineer by qualification and a post graduate from the University of Nottingham, UK. Has been involved in the general management of the company in different capacities and has been actively involved since 2015
2.	Kalpesh Dave	Chief Executive Officer	He has more than 15 years of experience in financial services space with a proven track record in planning and strategy.
3.	Natesh Narayanan	Chief Financial Officer	He is appointed as Chief Financial Officer of the company in March, 2020. He is having more than 16 years of experience in the liability / funding side of the business.
4.	Shreyas Mehta	Company Secretary and Compliance Officer	Mr. Shreyas Mehta is a qualified company secretary having a post qualification experience of 7+ years in the field of Corporate Secretarial & Compliance. A young professional with deep understanding of corporate laws, securities laws & capital market and corporate governance. In his career he has been a advisor to the Board of Directors on best practices in corporate governance and responsible for regulatory compliances of various companies. He has good experience in compliance audit and compliance management system and allied assignments. A member of The Institute of Company Secretary of India with Bachelor's degree in Financial Market from Mumbai University.
5.	Anoop Saxena	Chief Operating Officer	He is a professional CA with 15+ years of experience in Credit & Operations Management, Business Management, Product development, Underwriting and Internal Audit in housing finance space.

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

S. No.	Name	Designation	DIN	Address	Occupation
1.	ASHISH JAIN	Managing Director	02041164	117, Sarvaritu Vilas, Girwa Udaipur Rajasthan 313001	Service

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S. No.	Name	Designation	DIN	Address	Occupation
2.	KAVISH JAIN	Executive Director	02041197	H.No. 8 Mehta Ji ki Badi, Gulab Bagh, Sastri Circle Udaipur Rajasthan	Service
3.	PRADIP KUMAR DAS	Independent Director	06593113	FLAT NO. A 253 Twin Towers, Veer Savarkar Marg, Prabhadevim mbai Maharashtra India 400025	Service
4.	AMLEN DRA PRASAD SAXENA	Independent Director	06964564	29 Type V, Maharshi Raman Marg, Lodhi road Central Delhi - 110003	Service
5.	NEELAM TATER	Independent Director	07653773	808, ambesh textile, bus stand road, kunwaria, rajsamand, rajasthan 313327	Service
6.	AJITH KUMAR LAKSHMANAN	Independent Director	09724549	Ajaya nivas, 11/521, Nanthencode, kowdiar P O Thiruvanthapuram, kerala 695003	Service

5.2 MANAGEMENT PERCEPTION OF RISK FACTORS:

Please refer to Section 3 of the General Information Document.

5.3 RISKS RELATED TO THE BUSINESS OF THE ISSUER

Please refer to Section 3 of the General Information Document.

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

- (a) Statutory Dues: **NIL**
- (b) Debentures and interest thereon: **NIL**
- (c) Deposits and interest thereon: **NIL**
- (d) Loan from any bank or financial institution and interest thereon: **NIL**

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

Name of Nodal/Compliance officer	Designation	Address	Phone No.	Email ID
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Shreyas Mehta	Company Secretary and Compliance Officer	603 Western Edge I, Above Metro Cash & Carry, Borivali East, Mumbai 400066	9820080453	compliance@st arhfl.com
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5.6 Any default in annual filing of the Company under the Companies Act, 2013 or the rules made thereunder: NIL

5.7 Particulars of the Offer:

Financial position of the Company for the last 3 (three) financial years	As set out in Chapter A of the General Information Document
Date of passing of Board Resolution	Board resolution dated 15 th July 2023 and 25 th September 2023. A copy of both of these resolution has been annexed hereto in Annexure V - Part I and Annexure V - Part II of this Key Information Document respectively.
Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolutions under Section 42 of the Act dated 10 th August 2023 Shareholders resolutions under Section 180(1)(a) and Section 180(1)(c) of the Act dated 10 th August 2023 A copy of both these resolutions are attached hereto in Annexure VI – Part I and Part – II respectively.
Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis. Base Issue Size: Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis. Green Shoe Size: Not Applicable
Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of INR 1,00,000/- (Indian Rupees One Lakh) per Debenture
Name and address of the valuer who performed valuation of the security offered, and basis on	Not Applicable as the Debentures are being offered at face value of INR 1,00,000 (Indian Rupees One Lakh) per Debenture.

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which the price has been arrived at along with report of the registered valuer	
Relevant date with reference to which the price has been arrived at (Relevant Date means a date at least 30 days prior to the date on which the general meeting of the Company is scheduled to be held)	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value of INR 1,00,000 (Indian Rupees One Lakh).
The class or classes of persons to whom the allotment is proposed to be made	Please refer to 'Eligible Investors' under Section 4.4 of this Key Information Document.
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [Not required in case of issue of non-convertible debentures]	Not Applicable.
The proposed time within which the allotment shall be completed	The Debentures will be deemed to be allotted on 19th October 2023 ("Deemed Date of Allotment"), and the Company will ensure that the Debentures are credited into the demat accounts of the holders of the Debentures ("Debenture Holders") within 2 (two) Business Days from the Deemed Date of Allotment, each in accordance with the debenture trust deed ("Debenture Trust Deed") to be entered into between the Company and the debenture trustee ("Debenture Trustee"). In any case, the period within which the Debentures will be allotted will not exceed the maximum period of 60 (sixty) days from the date of receipt of application money, as prescribed under the Companies Act, 2013.
The names of the proposed allottees and the percentage of post private placement capital that may be held by them [Not applicable in case of issue of non-convertible debentures]	Not Applicable.
The change in control, if any, in the company that would occur consequent to the private placement	Not Applicable
The number of persons to whom allotment on preferential basis / private placement / rights issue has already been made during the year, in terms of securities as well as price	No preferential allotment has been done during F.Y. 2023-24.
The justification for the allotment proposed to be made for	Not applicable as each Debenture is a non-convertible debt instrument which is being

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consideration other than cash together with valuation report of the registered valuer	issued at face value of INR 1,00,000/- (Indian Rupees One Lakh).	
Amount, which the Company intends to raise by way of proposed offer of securities	Up to INR 20,00,00,000 (Indian Rupees Twenty Crores Only).	
Terms of raising of securities:	Duration, if applicable:	42 (forty-two) months from the Deemed Date of Allotment. The proposed interest payment and redemption schedules are set out in Annexure IV of this Key Information Document.
	Rate of Interest or Coupon:	Fixed coupon at 13.10% p.a. (thirteen point one zero percent) per annum gross of applicable tax and payable monthly. Please refer to the row titled 'Coupon Rate' in Section 2.8 (<i>Issue Details</i>) of this Key Information Document.
	Mode of Payment	Electronic clearing services (ECS)/credit through RTGS system/ direct credit or national electronic fund transfer (NEFT) or or Immediate Payment Service (IMPS). Wherein the subscription amounts on the Debentures issued by the Issuer should be paid into the account details set out in Section 4.2 (Process flow of settlement of this Key Information Document.
	Mode of Repayment	cheque(s)/ electronic clearing services (ECS)/credit through RTGS system/funds transfer
Proposed time schedule for which the Issue/Offer Letter is valid	Issue Open Date: 19th October 2023 Issue Closing Date: 19th October 2023 Pay-in Date: 19th October 2023 Deemed Date of Allotment: 19th October 2023	
Purpose and objects of the Issue/Offer	Please refer to section named "Details of the utilization of the Issue Proceeds" in Section 2.8 (<i>Issue Details</i>) of this Key Information Document.	
Contribution being made by the promoters or directors either as	NIL	

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part of the offer or separately in furtherance of such objects					
Principal terms of assets charged as security, if applicable		Please refer to section named “Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)” in Section 2.8 (Issue Details) of this Key Information Document.			
The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations		No significant and material orders have been passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations.			
The pre-issue and post-issue shareholding pattern of the Company in the following format					
S. No.	Category	Pre-issue		Post-issue	
		No. of shares held	Percentage (%) of shareholding	No. of shares held	Percentage (%) of shareholding
A	Promoters’ holding				
	Indian				
1	Individual	1,46,12,423	18.94	1,46,12,423	18.94
	Bodies Corporate	25,33,336	3.28	25,33,336	3.28
	Sub-total	1,71,45,759	22.22	1,71,45,759	22.22
2	Foreign promoters	-	-	-	-
	Sub-total (A)	1,71,45,759	22.22	1,71,45,759	22.22
B	Non-promoters’ holding				
1	Institutional Investors	800000	1.04	800000	1.04
2	Non-Institutional Investors	-		-	
	Private Corporate Bodies	21233053	27.52	21233053	27.52
	Indian public	35320877*	45.74	35320877*	45.74
	Others (including Non-	2718577	3.52	2718577	3.52

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	resident Indians)				
	Sub-total (B)	60072507	77.80	60072507	77.80
	GRAND TOTAL	77218266	100	77218266	100

*including 60,000 ESOP shares allotted in the Board meeting held on 27.06.2023

5.8 Mode of payment for subscription:

- Cheque
- Demand Draft
- Other Banking Channels

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

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	Not Applicable				
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	Not Applicable				
Remuneration of directors (during the current year and last 3 (three) financial years)	Director	Fiscal FY 23-24 (Up to June 2023)	Fiscal FY 22-23	Fiscal FY 21-22	Fiscal FY 20-21
	Ashish Jain	13.50	48.00	54.00	36.00

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	Kavish Jain	4.50	21.00	36.00	24.00
Related party transactions entered during the preceding 3 (three) financial years immediately preceding the year of issue of this private placement offer cum application letter and current financial year with regard to loans made or, guarantees given or securities provided	Please refer to CHAPTER C of the General Information Document.				
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this private placement offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	Not Applicable				
Details of any inquiry, inspections or investigations initiated or conducted under the securities law or Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of this private placement offer cum application letter in the case of the Company and all of its subsidiaries and if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this private placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	Not Applicable				

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5.10 Financial Position of the Company:

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

The authorized, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital	Aggregate Nominal Value
	Authorised	
	Authorised Capital	500000000
	Equity Share Capital	386091330
	Face value per share and no. of Equity Shares	77218266 having face value of INR 5/- (Indian Rupees Five Only) each
	Preference Share Capital	NIL
	TOTAL	386091330
	Issued, Subscribed and Paid-up Equity Capital	386091330
	Face value per share and no. of Equity Shares	77218266 having face value of INR 5/- (Indian Rupees Five Only) each
	TOTAL	386091330
Size of the Present Offer	Issue of up to 2,000 (two thousand) secured, listed, rated, senior, redeemable, transferable, non-convertible debentures having a face value of INR 1,00,000/- (Indian Rupees One Lakh Only) each, for cash, at par, aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) on a private placement basis.	
Paid-up Capital:		
a. After the offer:	a. 386091330	
b. After the conversion of convertible instruments (if applicable)	b. Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.	
Share Premium Account:		
a. Before the offer:	a. 385326068	
b. After the offer:	b. 385326068	

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

Date of Allotment	No. of Equity Shares	Face Value (in Rs) per share	Issue Price (in Rs) per share	Consideration (Cash, other than cash, etc.)	Nature of Allotment	Cumulative			Remarks
						No. of equity shares	Equity share capital (Rs)	Equity Share Premium (Rs) per share	
03.09.2005	10000	10	10	Other than cash	Subscription	10000	100000	10	NA
29.03.2007	420000	10	20	Other than cash	Allotment	430000	4300000	10	NA
31.10.2007	460000	10	35	Other than cash	Allotment	890000	8900000	15	NA
29.03.2009	30000	10	30	Other than cash	Allotment	920000	9200000	20	NA
25.06.2012	328000	10	50	Other than cash	Allotment	1248000	12480000	40	NA
27.02.2013	28000	10	50	Other than cash	Allotment	1276000	12760000	40	NA
24.06.2013	446850	10	60	Other than cash	Allotment	1722850	17228500	50	NA
20.03.2014	444400	10	60	Other than cash	Allotment	2167250	21672500	50	NA
10.09.2014	2167250	10	10	Other than cash	Bonus	4334500	43345000	0	NA
13.03.2015	1600000	10	30	Other than cash	Public Issue	5934500	59345000	20	NA
21.02.2017	5934500	10	10	Other than cash	Bonus	11869000	118690000	0	NA
30.11.2017	210000	10	84	Other than cash	Conversion of share warrant	12079000	120790000	74	NA
22.05.2019	225000	10	10	Other than cash	Conversion of share warrant	12304000	123040000	0	NA
26.10.2019	3369500	10	46	Other than cash	Allotment	15673500	156735000	36	NA
18.11.2021	908729	10	89	Other than cash	Preferential Allotment	16582229	165822290	79	NA
29.07.2022	1600000	10	135	Other than cash	Preferential Allotment	18182229	181822290	125	NA

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					nt				
12.11.2022	730500	10	153	Other than cash	Preferential Allotment	18912729	189127290	143	NA
16.12.2022	18912729	5	5	Other than cash	Split	37825458	189127290	0	NA
23.12.2022	37825458	0	0	Other than cash	Bonus	75650916	378254580	0	NA
03.02.2023	1507350	5	14	Other than cash	ESOP	77158266	385791330	9	NA
27.06.2023	60000	5	14	Other than cash	ESOP	77218266	386091330	9	NA
The number and price at which each of allotments were made by the Company in the last 1 (one) year preceding the date of this placement offer cum application letter separately indicating the allotments made for consideration other than cash and details of the consideration in each case					No. of Equity Share 730500 at 153 issue price				
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this private placement offer cum application letter.					(INR in Crores)				
					Year	June 23, FT 2023-24	Fiscal FY 22-23	Fiscal FY 21-22	Fiscal FY 20-21
					Profit before tax	2.08	8.02	1.32	2.18
					Profit after tax	1.55	6.98	0.62	1.56
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)					Year	June-23, FY 2023-24	Fiscal FY 22-23	Fiscal FY 21-22	Fiscal FY 20-21
					Dividend Declared	-	0.05 paisa per Equity share	0.20 paisa per Equity share	0.15 paisa per Equity share
					Interest Coverage Ratio	1.47	1.80	1.35	1.92
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this					As set out in Chapter A of the General Information Document				

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private placement offer cum application letter	
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement offer cum application letter	Please refer Chapter B of the General Information Document.
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	Not Applicable

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PART B

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

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

Signature of the Subscriber

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DECLARATION (To be provided by the Directors)

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and
- C. The monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document.

I am authorized by the Board of Directors of the Issuer vide resolution number 13 dated 25th September 2023 to sign this Key Information Document and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

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

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

For **STAR HOUSING FINANCE LIMITED**
For STAR HOUSING FINANCE LIMITED



Authorized Signatory

Name:

Title:

Date: 18th October 2023

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

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Natesh Narayanan
CFO
Star Housing Finance Limited
2nd floor, 4-5 Subcity Centre,
Savina Circle, Udaipur 313002

September 14, 2023

Dear Sir/Madam,

Re: Rating Letter for non-convertible debenture (NCD) programme of Star Housing Finance Limited

India Ratings and Research (Ind-Ra) is pleased to communicate the rating of:

- INR 500mn NCD*: IND BBB/Stable

*Yet to be issued

In issuing and maintaining its ratings, India Ratings relies on factual information it receives from issuers and underwriters and from other sources India Ratings believes to be credible. India Ratings conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security.

The manner of India Ratings' factual investigation and the scope of the third-party verification it obtains will vary depending on the nature of the rated security and its issuer, the requirements and practices in India where the rated security is offered and sold, the availability and nature of relevant public information, access to the management of the issuer and its advisers, the availability of pre-existing third-party verifications such as audit reports, agreed-upon procedures letters, appraisals, actuarial reports, engineering reports, legal opinions and other reports provided by third parties, the availability of independent and competent third-party verification sources with respect to the particular security or in the particular jurisdiction of the issuer, and a variety of other factors

Users of India Ratings' ratings should understand that neither an enhanced factual investigation nor any third-party verification can ensure that all of the information India Ratings relies on in connection with a rating will be accurate and complete. Ultimately, the issuer and its advisers are responsible for the accuracy of the information they provide to India Ratings and to the market in offering documents and other reports. In issuing its ratings India Ratings must rely on the work of experts, including independent auditors with respect to financial statements and attorneys with respect to legal and tax matters. Further, ratings are inherently forward-looking and embody assumptions and predictions about future events that by their nature cannot be verified as facts. As a result, despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

India Ratings seeks to continuously improve its ratings criteria and methodologies, and periodically updates the descriptions on its website of its criteria and methodologies for securities of a given type. The criteria and methodology used to determine a rating action are those in effect at the time the rating action is taken, which for public ratings is the date of the related rating action commentary. Each rating action commentary provides information about the criteria and methodology used to arrive at the stated rating, which may differ from the general criteria and methodology for the applicable security type posted on the website at a given time. For this reason, you should always consult the applicable rating action commentary for the most accurate information on the basis of any given public rating.

Ratings are based on established criteria and methodologies that India Ratings is continuously evaluating and updating. Therefore, ratings are the collective work product of India Ratings and no individual, or group of individuals, is solely responsible for a rating. All India Ratings reports have shared authorship. Individuals identified in an India Ratings report were involved in, but are not solely responsible for, the opinions stated therein. The individuals are named for contact purposes only.

Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. India Ratings is not your advisor, nor is India Ratings providing to you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Investors may find India Ratings ratings to be important information, and India Ratings notes that you are responsible for communicating the contents of this letter, and any changes with respect to the rating, to investors.

It will be important that you promptly provide us with all information that may be material to the ratings so that our ratings continue to be appropriate. Ratings may be raised, lowered, withdrawn, or placed on Rating Watch due to changes in, additions to, accuracy of or the inadequacy of information or for any other reason India Ratings deems sufficient.

Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between India Ratings and you or between India Ratings and any user of the ratings.

In this letter, "India Ratings" means India Ratings & Research Pvt. Ltd. and any successor in interest.

We are pleased to have had the opportunity to be of service to you. If we can be of further assistance, please email us at infogrp@indiaratings.co.in

Sincerely,

India Ratings



Abhishek Bhattacharya
Senior Director

India Ratings Assigns Star Housing Finance's NCDs and Additional Bank Loans 'IND BBB'/Stable

May 10, 2023 | Housing Finance Company

India Ratings and Research (Ind-Ra) has taken the following rating action on Star Housing Finance Limited's (Star HFL) instruments:

Instrument Type	ISIN	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of Issue (million)	Rating	Rating Action
Bank loan	-	-	-	-	INR4,500 (increased from INR1,590)	IND BBB/Stable	Affirmed
Non-convertible debentures (NCDs)*	-	-	-	-	INR500	IND BBB/Stable	Assigned

* Yet to be issued

The rating reflects Star HFL's expansion in franchise along with growth of granular loans in the book. Alongside, the entity has increased the number of lending relationships along with improving its liquidity buffers on an ongoing basis. The upgrade also reflects the demonstrated ability of Star HFL to raise capital to support its strong growth plans while keeping the leverage ratio under check. While seasoning in the book remains low as a significant portion of the assets under management (AUM) has been generated in the past 12 months, the asset quality metrics have fared well.

The rating also reflects Star HFL's long operating track record and its strategic partnership with Arkfin Investments Private Limited, which has led to a renewed focus on the housing finance business. The rating also factors in the company's modest-but-growing scale of operations, significant geographic concentration, funding concentration, low seasoning of book, and volatile profitability.

Key Rating Drivers

Franchise in Expansion Mode; Focus on Granular Growth: Star HFL operates in the affordable housing finance segment and had AUM of INR1,876 million at end-December 2022. Retail home loans constituted 88% of the AUM at end-December 2022, retail mortgage loans constituted 8.3% of the portfolio, unsecured loans accounted for 1.6%; project loans declined to 1.9% in 9MFY23 from 5.0% in FY22 and management expects them to be completely run down in 1QFY24. In the past, the company had also provided loans to small developers (1.9% of the

AUM), but it has been consciously reducing the same and plans to entirely run it off completely in 1QFY24. Star HFL operates through 11 branches in five states, with 12 digital branches acting as spokes. As the company continues to expand, it will deepen its presence in its existing geography along with entering into new states namely Uttar Pradesh, Andhra Pradesh, and Telangana over FY24-FY25.

Along with the geographic expansion, Star HFL has been focusing on making the loan book more granular, with the incremental generation beyond October 2019 largely being with a maximum ticket size of INR2.5 million. Additionally, the sourcing of new business, underwriting and collections are now being handled by an internal team against being done by direct selling agents earlier. The company expects AUM to touch INR5 billion in FY24, led by the maturing of existing branches and the opening-up of new branches. Star HFL also has a co-lending arrangement with Capital India Home Loans, Family Home and Singularity Credit which while at a nascent stage will help the company in growing through a capital-light model.

Profitability Turned Around in FY23; Sustenance Will be Key: Star HFL's profit improved sharply in FY23. The improvement in profitability can be attributed to several factors, including a strong disbursement trend, contained cost of borrowings on improving share of the low-cost National Housing Bank (NHB, IND AAA/Stable) funding; higher other operating income, which is up by 4.0x yoy and even higher than cumulative other operating income earned between FY18 and FY22; improving operating leverage and lower loan loss provision. The company reported a return on assets of 3.2% in FY23 (FY22: 0.4%; FY21: 1.4%). However, continuing sustenance of profitability along with control on loan loss provision will be key monitorable since a significant portion of the portfolio has low seasoning, and any negative surprises can derail the momentum. Further, as the company is currently operating at a low leverage, the impact of cost of borrowing on absolute profitability is low.

Leverage Building from Lows, but Capital Raise Should Provide Relief Even as Book Growth Continues: At end-March 2023, Star HFL had an equity base of INR1,064 million (9MFY23: Tier I capital of 81.9% and CAR of 82.7%) with a leverage of 1.53x. The company had raised equity of INR216 million and INR112 million in 2QFY23 and 3QFY23, respectively, from a diversified retail investor base. In the near term, the company plans to grow its AUM further by increasing leverage to around 3x. Alongside, it is looking to raise INR400 million-850 million during FY24 to support the loan book growth while containing the leverage. The agency believes that to scale up its AUM to INR5 billion and maintain its growth momentum, a capital infusion in the near to medium term will be imperative.

Adequate Diversification in Funding for its Size of Business: Star HFL has a relationship with 13 lenders, which include a mix of public sector banks, non-banking finance companies, housing finance companies and NHB. The company has been diversifying its funding avenues since FY20 and reduced the reliance on bank loans to 38.6% in 9MFY23 (FY19: 53.7%). Similarly, the dependence on non-banks declined to 35.9% in 9MFY23 (FY19: 46.3%), with Star HFL tapping into NHB funding (25.5% of funding mix in 9MFY23). Star HFL is also looking to raise NCDs from select high net worth investors which could be about 10% of NCDs in its liability mix on a steady-state basis.

Liquidity Indicator – Adequate: Star HFL had cumulative surplus in all time frames up to one-year of structural liquidity at end-December 2022. Even on stressing the inflows at end-December 2022, cumulative surplus remains sufficient in the up to one-year of structural liquidity. As a practice, Star HFL plans to keep two months of disbursements in form of on-balance sheet liquidity along with undrawn bank lines. At end-March 2023, Star HFL has in principal sanction of INR353 million in addition to on-balance sheet liquidity (unencumbered cash and fixed deposits) of INR281 million, against a scheduled debt repayment of INR419 million over the next one year.

Portfolio Concentration Remain High; Asset Quality Seasoning Needs to be Established: Until early 2019, Star HFL catered to borrowers located only in tier 2 and below cities in the southern part of Rajasthan and adjoining parts of Madhya Pradesh. However, the company has subsequently enhanced its presence across different geographies, and in FY23, it operated in five states. This has been accompanied by a commensurate increase in the team, including on-the-field executives (overall team size increased to 150 employees in March 2023 from 16 in March 2019). Over the past 24 months, Star HFL has strengthened its presence in Gujarat, Maharashtra and Tamil

Nadu; consequently, the portfolio concentration in Rajasthan reduced sharply to 10%-12% in FY23 (FY20: over 70%). However, the concentration in Maharashtra increased significantly to 62.5% in FY23 (FY20: 16.4%), indicating that the majority of the growth is coming from this state. Furthermore, the seasoning in the portfolio is low as nearly 59% of the FY23 AUM has been generated in the past 12 months. This however gives comfort that most of the recent generation has been done at a time when the effect of COVID-19 was waning. Given the limited seasoning of its book, Ind-Ra believes control over softer bucket migration needs to be actively monitored with the rising scale and will thus be a key monitorable for the agency.

Lending to Vulnerable Self-Employed Borrower Profile: Star HFL mainly lends to borrowers in the self-employed category (71.3% of the portfolio as of 9MFY23) and the balance to those belonging to the salaried segment. The average ticket size of housing loans is around INR 0.95 million while the incremental ticket size is INR1.2 million-1.3 million in geographies closer to cities and INR0.6 million-0.8 million in rural areas. The agency believes lending to the under-banked rural and semi-urban customers with limited documented income proof carries a higher risk, and thus, assessment of the credit worthiness along with strong monitoring and collection focus is essential to avoid asset quality shocks. The company's gross stage 3 assets came in at 1.68% (3.8% on a one year lagged basis) and net stage 3 assets at 1.25% at end-March 2023 (FY22: 2.99%,2.40%). However, its stage 3 provisioning is on a lower side at around 25%, lower than most of its peers. With the low seasoning of book, the risk of delinquency remains high and could lead a ramp-up in the provisioning thereby hampering the profitability.

Rating Sensitivities

Positive: Factors that could collectively lead to a positive rating action are:

- a significant growth in the franchise and loan portfolio coupled with significant reduction in the geographical concentration
- the continued ability to maintain asset quality even on a lagged basis through low delinquency and modest credit costs as portfolio demonstrates steady state performance in the opinion of the agency
- diversification and improvement of the funding profile and maintaining of adequate liquidity

Negative: Inability to materially expand the franchise, deterioration in the liquidity buffers, leverage exceeding 3.5x on a sustained basis, deteriorating asset quality on an ongoing basis and losses leading to erosion of capital buffers could lead to a negative rating action.

Company Profile

Star HFL (erstwhile Akme Star Housing Finance Limited) is a housing finance company registered with NHB and was incorporated in 2005. It commenced business operation in September 2009. The company is focused on providing retails loans and mortgage loans to the affordable segment catering to both salaried and self-employed customers. Self-employed customers contribute a lion share of 71% to the total AUM. The company operations are spread across 14 branches and over 15 digital points of presence mainly in the states of Madhya Pradesh, Gujarat, Maharashtra, Rajasthan and Tamil Nadu. As on March 2023, the company had an AUM of INR2,514 million.

FINANCIAL SUMMARY

Particulars	FY23	FY22	FY21
Total assets (INR million)	2,885	1,533	1,248
Total equity (INR million)	1,064	641	536
Net profit (INR million)	70	24	16
Return on average assets (%)	3.2	1.7	1.4

Debt/Equity (x)	1.5	1.2	1.2
Tier 1 capital (%)	81.9	83.8	84.7
Source: Star HFL, Ind-Ra's analysis			

Solicitation Disclosures

Additional information is available at www.indiaratings.co.in. The ratings above were solicited by, or on behalf of, the issuer, and therefore, India Ratings has been compensated for the provision of the ratings.

Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any issuer.

Rating History

Instrument Type	Current Rating/Outlook			Historical Rating/Outlook	
	Rating Type	Rated Limits (million)	Rating	27 April 2023	3 February 2022
Bank loans	Long-term	INR4,500	IND BBB/Stable	IND BBB/Stable	IND BBB-/Stable
NCDs	Long-term	INR500	IND BBB/Stable	-	-

Bank wise Facilities Details

[Click here to see the details](#)

Complexity Level of Instruments

Complexity Indicator	Complexity Indicator
Bank loans	Low
NCDs	Low

For details on the complexity level of the instruments, please visit <https://www.indiaratings.co.in/complexity-indicators>.

Contact

Primary Analyst

Karan Gupta

Director

India Ratings and Research Pvt Ltd

Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai - 400051

+91 22 40001744

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Director

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Malini Das

Director – Corporate Communication

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APPLICABLE CRITERIA

Financial Institutions Rating Criteria**Non-Bank Finance Companies Criteria****The Rating Process****DISCLAIMER**

All credit ratings assigned by india ratings are subject to certain limitations and disclaimers. Please read these limitations and disclaimers by following this link: <https://www.indiaratings.co.in/rating-definitions>. In addition, rating definitions and the terms of use of such ratings are available on the agency's public website www.indiaratings.co.in. Published ratings, criteria, and methodologies are available from this site at all times. India ratings' code of conduct, confidentiality, conflicts of interest, affiliate firewall, compliance, and other relevant policies and procedures are also available from the code of conduct section of this site.

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

ANNEXURE II: CONSENTLETTER FROM THE DEBENTURE TRUSTEE

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CL/MUM/23-24/DEB/145

Date: 14th September 2023
 To,
STAR HOUSING FINANCE LIMITED

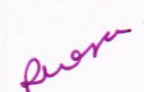
 603, Western Edge I, Off W.E. Highway,
 Borivali East, Mumbai, Maharashtra. Pin Code: 400066
Kind Attn: Mr. Anoop Saxena**Dear Sir,**

Consent to act as Secured, listed, non-convertible debentures ("NCDs" or "Debentures") amounting up to INR. 20,00,00,000/- (Indian Rupees Twenty Crores only) (the "Issue") issued by STAR HOUSING FINANCE LIMITED.

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

Authorised Signatory




Annexure B

We hereby confirm that as on date the following details in relation to our registration with the Securities and Exchange Board of India as a Debenture Trustee is true and correct:

1	Registration Number	IND000000611
2	Date of registration/ Renewal of registration	15/12/2020
3	Date of expiry of registration	Null, unless suspended or cancelled by SEBI
4	If applied for renewal, date of application	N/A
5	Any communication from SEBI prohibiting the entity from acting as an intermediary	No
6	Any enquiry/ investigation being conducted by SEBI	No
7	Details of any penalty imposed by SEBI	No

Purshur.



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

ANNEXURE III: APPLICATION FORM



STAR HOUSING FINANCE LIMITED

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

Date of Incorporation: 21st March 2005

Registered Office: 603, Western Edge I, Above Metro Cash & Carry, Borivali East, Mumbai, Maharashtra - 400066, India

Telephone No.: 8828036610

Website: www.starhfl.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									
--	--	--	--	--	--	--	--	--	--

ISSUE OF UP TO 2,000 (TWO THOUSAND) SECURED, LISTED, RATED, SENIOR, REDEEMABLE, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF INR 1,00,000/- (INDIAN RUPEES ONE LAKH ONLY) EACH, FOR CASH, AT PAR, AGGREGATING UP TO INR 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) ON A PRIVATE PLACEMENT BASIS (THE "ISSUE") (HEREINAFTER REFERRED TO AS "DEBENTURES") BY STAR HOUSING FINANCE LIMITED (THE "COMPANY") OR ("ISSUER").

Dear Sir / Madam,

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

We have read and understood the terms and conditions of the Key Information Document dated 18th October 2023 for the issue of Debentures on a private placement basis including the Risk Factors described in the Key Information Document ("Key Information Document") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders, on allotment of the Debentures to us.

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

(PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE FILLING THIS FORM)

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

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: _____ In words: _____ only

Amount INR _____ /- In words Indian Rupees : _____ Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS

No. _____ Drawn on _____

(In Figures) INR/- (In words) Only

[illegible][illegible]

Name of the Authorised Signatory(ies)	Designation	Signature

DEPOSITORY	NSDL/CDSL
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account:	
(Settlement by way of RTGS)	

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

We understand and confirm that the information provided in the Key Information Document is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

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

Applicant's
Signature

FOR OFFICE USE ONLY

DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) SERIAL NO.

Received from _____

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

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

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Company. The payment is required to be made to the following account:

Beneficiary Name	Star Housing Finance Limited
Bank Account No.	0386103000005982
IFSC Code	IBKL0000386
Bank Name	IDBI Bank Limited
Branch Address	Opus Centre, Plot No.47, Opp.tunga Paradise, Central Road, Midc, Andheri-east, Mumbai - 400 093

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

- a) for adjustment against allotment of securities; or
 - b) for the repayment of monies where the company is unable to allot securities.
4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
 5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
 6. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.

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

ANNEXURE IV: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	Star Housing Finance Limited
Face Value (per security)	INR 1,00,000 (Indian Rupees One Lakh only)
Issue Date / Date of Allotment	Issue Opening Date: 19 th October 2023 Deemed Date of Allotment: 19 th October 2023
Redemption Date / Maturity Date	Redemption Date / Maturity Date: 42 (forty two) months from the Deemed Date of Allotment, i.e. 19 th April 2027
Coupon Rate	Please refer to Section 2.8 (Issue Details) of this Key Information Document
Frequency of the Coupon Payment with specified dates	Please refer to Section 2.8 (Issue Details) of this Key Information Document Please also see below.
Day Count Convention	Actual/Actual

Redemption & Coupon Payment Schedule

(in INR)

Cash Flow date	Principal Repayment
19-Oct-23	-20,00,00,000
19-Nov-23	47,61,905
19-Dec-23	47,61,905
19-Jan-24	47,61,905
19-Feb-24	47,61,905
19-Mar-24	47,61,905
19-Apr-24	47,61,905
19-May-24	47,61,905
19-Jun-24	47,61,905
19-Jul-24	47,61,905
19-Aug-24	47,61,905
19-Sep-24	47,61,905
19-Oct-24	47,61,905
19-Nov-24	47,61,905
19-Dec-24	47,61,905
19-Jan-25	47,61,905
19-Feb-25	47,61,905
19-Mar-25	47,61,905
19-Apr-25	47,61,905
19-May-25	47,61,905
19-Jun-25	47,61,905
19-Jul-25	47,61,905
19-Aug-25	47,61,905

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

Cash Flow date	Principal Repayment
19-Sep-25	47,61,905
19-Oct-25	47,61,905
19-Nov-25	47,61,905
19-Dec-25	47,61,905
19-Jan-26	47,61,905
19-Feb-26	47,61,905
19-Mar-26	47,61,905
19-Apr-26	47,61,905
19-May-26	47,61,905
19-Jun-26	47,61,905
19-Jul-26	47,61,905
19-Aug-26	47,61,905
19-Sep-26	47,61,905
19-Oct-26	47,61,905
19-Nov-26	47,61,905
19-Dec-26	47,61,905
19-Jan-27	47,61,905
19-Feb-27	47,61,905
19-Mar-27	47,61,905
19-Apr-27	47,61,905

(in INR)

Cash Flow date	Interest Payment
19-Nov-23	22,25,205
19-Dec-23	21,02,153
19-Jan-24	21,15,694
19-Feb-24	20,60,617
19-Mar-24	18,78,246
19-Apr-24	19,54,944
19-May-24	18,40,749
19-Jun-24	18,49,271
19-Jul-24	17,38,486
19-Aug-24	17,43,599
19-Sep-24	16,90,762
19-Oct-24	15,85,090
19-Nov-24	15,85,090

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

Cash Flow date	Interest Payment
19-Dec-24	14,82,826
19-Jan-25	14,81,901
19-Feb-25	14,30,489
19-Mar-25	12,44,201
19-Apr-25	13,24,527
19-May-25	12,30,528
19-Jun-25	12,18,565
19-Jul-25	11,27,984
19-Aug-25	11,12,603
19-Sep-25	10,59,622
19-Oct-25	9,74,168
19-Nov-25	9,53,659
19-Dec-25	8,71,624
19-Jan-26	8,47,697
19-Feb-26	7,94,716
19-Mar-26	6,69,954
19-Apr-26	6,88,754
19-May-26	6,15,264
19-Jun-26	5,82,792
19-Jul-26	5,12,720
19-Aug-26	4,76,830
19-Sep-26	4,23,849
19-Oct-26	3,58,904
19-Nov-26	3,17,886
19-Dec-26	2,56,360
19-Jan-27	2,11,924
19-Feb-27	1,58,943
19-Mar-27	95,708
19-Apr-27	52,981

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

ANNEXURE V- PART I - BOARD RESOLUTION

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS (THE "BOARD") OF STAR HOUSING FINANCE LIMITED HELD ON WEDNESDAY AT 25TH SEPTEMBER, 2023 AT 05:00 P.M. IST THROUGH VIDEO-CONFERENCING/OTHER AUDIO VISUAL MEANS

"RESOLVED THAT pursuant to the provisions of Memorandum and Articles of Association of the Company, Section 42, Section 71, Section 179(3)(c) of the Companies Act, 2013 and all other applicable provisions of the Companies Act, 2013 and rules & regulations made thereunder, if any (including any statutory modification or re-enactment thereof for the time being in force) (the "**Act**") rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, the Reserve Bank of India ("**RBI**"), the Securities Exchange Board of India ("**SEBI**"), including under 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, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("**SEBI NCS Regulations**"), the master circular issued by SEBI bearing reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on "Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper" ("**Listed NCDs Master Circular**"), Guidelines on Private Placement of Non-Convertible Debentures (NCDs) prescribed under the Master Direction – Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021, each as amended, supplemented and modified from time to time, any other regulatory authority, whether in India or abroad, and in accordance with the listing agreements entered into with the stock exchanges (the "**Stock Exchanges**") where the Debentures may be listed, and pursuant to the approval of the shareholders in the meeting held on 10th August, 2023 of the Company and subject to the other approvals, consents, sanctions, permissions as may be required from any appropriate statutory and regulatory authorities, the Board hereby approves the terms and conditions of the issuance and the Company be and is hereby authorised to issue 2,000 (Two Thousand) fully paid, senior, secured, rated, listed, taxable, redeemable, non-convertible debentures of INR 1,00,000/- (Indian Rupees One Lakh Only) per debenture, for cash, at par aggregating upto INR 20,00,00,000/- (Indian Rupees Twenty Crores Only), in dematerialized form on a private placement basis (hereinafter referred as the "**Debentures**").

"RESOLVED FURTHER THAT pursuant to Section 42(2) of the Act, the Board hereby identifies Northern Arc Capital Limited ("**Identified Persons**"), to whom the Company can make private placement of the Debentures."

"RESOLVED FURTHER THAT the Board hereby approves that the amounts to be raised pursuant to the issue of the Debentures together with all interest and other charges thereon are to be secured by way of, *inter alia*:

- (a) a first ranking, exclusive, current and continuous charge by way of hypothecation over certain receivables and/or other assets of the Company with a cover of 1.1x (One point one times) of the value of the principal amount outstanding of the Debentures and the coupon accrued thereon of the Debentures,



- (b) an unconditional and irrevocable personal guarantee to be provided by Mr. Ashish Jain (**"Personal Guarantor"**), and/or
- (c) such other security as may be required in terms of the issuance of the Debentures.
(collectively referred to herein as the **"Security"**)."

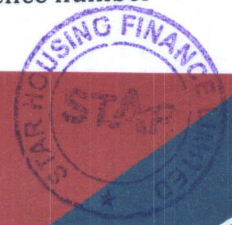
"RESOLVED FURTHER THAT the Company be and is hereby authorised to appoint Vardhman Trusteeship Private Limited as the debenture trustee for the issue of the Debentures."

"RESOLVED FURTHER THAT the approval of the Board be and is hereby given to the Company to appoint India Ratings & Research Private Limited or any other credit rating agency registered with the Securities and Exchange Board of India, for obtaining the rating(s) in respect of the issue, offer and allotment of the Debentures."

"RESOLVED FURTHER THAT any of the Authorised Persons of the Company, be and are hereby severally authorised to appoint Big Share Services Private Limited as the registrar and share transfer agent for the issue of the Debentures."

"RESOLVED FURTHER THAT Mr. Ashish Jain- Managing Director and/or Mr. Kavish Jain- Executive Director and/or Mr. Kalpesh Dave- Chief Executive Officer and/or Mr. Natesh Narayanan- Chief Financial Officer and/or Mr. Anoop Saxena- the Chief Operating Officer and/or Mr. Shreyas Mehta- Company Secretary & Compliance Officer the Authorised Officials of the Company (hereinafter referred as (**"Authorised Person"**)), be and are hereby [jointly /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) in deciding, negotiating and finalizing the terms in respect of the issue, offer and allotment of the Debentures, including the price, coupon, face value, tenor, issue opening date, issue closing date and all other related matters;
- (b) executing the term sheet in relation to the Debentures;
- (c) approving the Debt Disclosure Document for the issue of the Debentures (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;
- (d) seeking the listing 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) issuing the Debentures and taking all such action and steps as may be required for the purposes of complying with the relevant guidelines (including the requirements with respect of the Listed NCDs Master Circular;
- (f) complying with the requirements prescribed under, and providing all such information/disclosures as may be required pursuant to the SEBI NCS Regulations, the Listed NCDs Master Circular, and the master circular issued by SEBI bearing reference number



SEBI/HO/DDHS-PoD1/P/CIR/2023/109 dated March 31, 2023 on "Master Circular for Debenture Trustees", as amended, modified, supplemented or restated from time to time;

- (g) obtaining such credit rating(s) and within such timeline(s) as may be required;
- (h) preparing and finalising the General Information Document ("GID") and Key Information Document ("KID") (collectively referred to as "**Debt Disclosure Documents**") in accordance with all applicable laws, rules, regulations and guidelines (including any amendments, variations or modifications of the Debt Disclosure Documents, as may be considered desirable or expedient), and approving the Debt Disclosure Documents (including any amendments, variations or modifications thereof);
- (i) to request the Personal Guarantor to issue the Guarantee and execute all agreements, documents, power of attorneys, deeds and writings in relation to the same including the deed of personal guarantee in favour of the debenture trustee or any other entity as required by the Investors;
- (j) to negotiate, finalise and execute or ratify, on behalf of the Company, the Debenture Trustee Agreement for the appointment of the Debenture Trustee and the Debenture Trust Deed setting out *inter alia* the terms upon which the Debentures are being issued, Deed of Hypothecation, Power of Attorney, the Debt Disclosure Documents and any other document as may be required for the issue, offer and allotment of the Debentures and to do all such acts, deeds and things as may be necessary or expedient to implement this resolution and to do and execute all acts and deeds as may be required by the Debenture Trustee in connection with the aforesaid;
- (k) to negotiate, finalise and execute or ratify amendments to such executed documents and other documents as and when they become necessary and to sign letters of undertaking, declarations, agreements and other papers which may be required;
- (l) to do all such acts, deeds, things and execute or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation the opening of bank accounts, obtaining ISIN appointment of legal counsel, the sole arranger, the registrar to the issue, Depository, the rating agency and other advisors as may be required and making payment of their fees;
- (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 to be executed in relation to the Debentures;
- (n) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue, offer and allotment of the Debentures and dealing with regulatory authorities in connection with the issue, offer and allotment of the Debentures including but not limited to the RBI, the jurisdictional registrar of companies, the Stock Exchange, the CERSAI, the Ministry of Corporate Affairs, the Information Utility or any depository (if applicable), and such other authorities as may be required;



- (o) entering into arrangements with the depository in connection with issue of Debentures in dematerialised form;
- (p) 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.
- (q) to maintain details of allottees in Form PAS-5
- (r) 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;
- (s) to sign, file and submit the necessary forms with the Registrar of Companies and other relevant governmental authorities including filing and creation or modification of charge for Debentures; and
- (t) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations, and certificates in relation to (a) to (q) 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 Company be and is hereby authorised to execute and issue the Debt Disclosure Document(s) for the Debentures and Authorised Person be and are hereby severally authorized to finalise and execute the Debt Disclosure Document for the Debentures on behalf of the Company."

"RESOLVED FURTHER THAT the Company be and is hereby authorised to get itself and the Debentures admitted to the National Securities Depository Limited or Central Depository Services (India) Limited as may be required and to execute or ratify the necessary agreement(s) with those depositories and the registrar and transfer agent and any other agreements, undertakings or other writings required for the issue of the Debentures in the dematerialised form and the Authorised Person be and are hereby severally authorized to negotiate, finalise and execute or ratify the same."

"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."

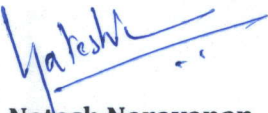
"RESOLVED FURTHER THAT the aforesaid resolutions shall come into effect immediately and a copy of the foregoing resolution certified to be a true copy by any of the Directors or Company Secretary may be furnished to such parties concerned with respect to the issue of Debentures."



"RESOLVED FURTHER THAT the Authorised Persons 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 Director and / or Authorised Officials of the Company, severally be furnished to such persons as may be deemed necessary."

Certified True Copy
For **Star Housing Finance Limited**


Natesh Narayanan
Chief Financial Officer


Shreyas Mehta
Company Secretary & Compliance Officer
M.No. A38639



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

ANNEXURE V- PART II - BOARD RESOLUTION

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON SATURDAY, 15TH DAY OF JULY, 2023 AT 603, WESTERN EDGE 1, ABOVE METRO CASH & CARRY, BORIVALI (EAST), MUMBAI - 400 066 AT 10:30 A.M.

ITEM NO.06: CONSIDERATION AND APPROVAL OF THE ISSUE OF NON-CONVERTIBLE DEBENTURES (NCD) ON A PRIVATE PLACEMENT BASIS:

"RESOLVED THAT pursuant to the provisions of Sections 42, 71 and all other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014, Guidelines on Private Placement of Non- Convertible Debentures (NCDs) prescribed under the Master Direction - Non-Banking Financial Company - Housing Finance Company (Reserve Bank) Directions, 2021 ("RBI Master Directions") the Securities and Exchange Board of India (Issue and Listing of non-convertible Securities) Regulations, 2021, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable SEBI regulations and guidelines, Foreign Exchange Management Act and RBI Guidelines, the Memorandum of Association and the Articles of Association of the Company and any statutory modifications, re-enactments or amendments from time to time to the above mentioned regulations and rules and clarifications issued thereon from time to time and subject to other applicable laws, rules, regulations, guidelines, notifications and circulars issued by various competent authorities / bodies, whether in India or abroad, & subject to the approval of the members, the consent of the Board of Directors be and is hereby accorded (hereinafter referred to as "Board", which term shall include any Committee thereof which the Board may have constituted to exercise its powers including the powers conferred by this Resolution) of the Company, to offer or invite subscriptions, raise funds through Private Placement of Unsecured / Secured Redeemable Non-Convertible Debentures / Bonds ("NCDs") in one or more series / tranches for an amount not exceeding 100 Crores (Rupees Hundred Crores) to such eligible investors, institutions, banks, incorporated bodies, mutual funds, venture capital funds, Qualified Institutional Buyers, financial institutions, individuals, trustees, stabilising agents or otherwise and whether or not such investors are members of the Company during the period of one year from the date of passing of resolution by the members on such terms and conditions as any Director and/or the Chief Executive Officer and/or the Chief Financial Officer may from time to time determine proper and beneficial to the Company, provided that the said borrowings shall be within the overall borrowing limits of the Company.

RESOLVED FURTHER THAT for the purpose of giving effect to any offer, invitation, issue or allotment through private placement of NCDs, the Director and/or the Chief Executive Officer and/or the Chief Financial Officer be and is hereby authorised on behalf of the Company to do all such acts, deeds, matters and things as it may, in absolute discretion, deem necessary or desirable for such purpose, including without limitation, the determination of the terms thereof, finalising the form / placement documents / offer letter, timing of the issue(s), including the class of investors to whom the NCDs are to be allotted, number of NCDs to be allotted in each tranche, issue price, redemption, rate of interest, redemption period, allotment of NCDs, appointment of lead managers, arrangers, debenture trustees and other agencies, entering into arrangements for managing the issue, issue placement documents and to sign all deeds, documents and writings and to pay any fees, remuneration, expenses relating thereto and for other related matters and with power on behalf of the Company to settle all questions, difficulties or doubts that may arise in regard to such offer(s) or issue(s) or allotment(s) as it may, in its absolute discretion, deem fit.

RESOLVED FURTHER THAT any Director and/or Chief Financial Officer and/or Company Secretary be and is hereby authorised to do all act and take all such steps as may be necessary, proper or expedient to give effect to this resolution and for matters connected therewith or incidental thereto and also delegate all or any of the powers in aforesaid matters to the officials of the Company, in such manners as the Board may in its absolute discretion deem fit."

Certified True copy
For M/s Star Housing Finance Limited

S.R. Mehta

Shreyas Mehta
Company Secretary & Compliance Officer
M.No. A38639



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

ANNEXURE VI – PART I: SHAREHOLDERS RESOLUTION

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CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE 18TH ANNUAL GENERAL MEETING OF THE MEMBERS OF STAR HOUSING FINANCE LIMITED DULY HELD ON THURSDAY, 10TH AUGUST, 2023 THROUGH VIDEO CONFERENCING AT 603, WESTERN EDGE I, ABOVE METRO CASH & CARRY, BORIVALI EAST, MUMBAI 400066 AT 12:30 P.M.

Item No. 9: Special Resolution

Approval of creation of charges on assets of the Company under Section 180(1)(a) of the Companies Act, 2013 to secure borrowings made/to be made under section 180(1)(c) of the Companies Act, 2013.

"RESOLVED THAT in supersession of all the earlier resolution(s) passed in this regard and pursuant to the provisions of Section 180(1)(a) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and as per the directions/ guidelines issued by the Reserve Bank of India ("RBI") or National Housing Bank ("NHB") and relevant provisions of the Articles of Association of the Company, and all other applicable rules, laws and acts (if any) and subject to all other requisite approvals, permissions and sanctions and subject to such conditions as may be prescribed by any of the concerned authorities (if any), the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as "the Board" which term shall be deemed to include any Committee of the Board, constituted / to be constituted / reconstituted to exercise its powers including the powers conferred by this resolution) to create charge by way of mortgage (s) and / or hypothecate and / or lien or otherwise on any of movable and / or immovable properties / assets of the Company including receivables in the form of book debts, wherever situated both present and future or on whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any such undertaking(s), on such terms and conditions at such time(s) and in such form and manner, and with such ranking as to priority as the Board in its absolute discretion thinks fit, to or in favour of any bank(s) or Financial or other Institution(s), Mutual Fund(s), Non-Resident Indians (NRIs), Foreign Institutional Investors (FIIs) or body(ies) corporate or person(s), whether Securities holders of the Company or not, to secure the borrowing facility availed by way of issue of security or term loan or otherwise together with interest, cost, charges and expenses thereon for amount not exceeding Rs. 700 crore (Rupees Seven Hundred crore only) at any point of time (including the money already borrowed by the Company and in excess of the aggregate of the paid up share capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, and securities premium).

RESOLVED FURTHER THAT the securities to be created by the Company as aforesaid may rank exclusive/prior/ pari-passu/subsequent with/to the hypothecation/ mortgages/lien and/or charges already created or to be created by the Company as may be agreed to between the concerned parties.

RESOLVED FURTHER THAT the Board of Directors and/or the Chief Financial Officer and/or the Company Secretary of the Company, be and are hereby severally authorized to do all such acts, deeds, matters and things as may be considered necessary, desirable or expedient to give effect to this resolution".

For, Star Housing Finance Limited

S.R. Mehta
Shreyas Mehta

Company Secretary & Compliance Officer
M.No. A38639



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

ANNEXURE VI – PART II: SHAREHOLDERS RESOLUTION

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CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE 18TH ANNUAL GENERAL MEETING OF THE MEMBERS OF STAR HOUSING FINANCE LIMITED DULY HELD ON THURSDAY, 10TH AUGUST, 2023 THROUGH VIDEO CONFERENCING AT 603, WESTERN EDGE I, ABOVE METRO CASH & CARRY, BORIVALI EAST, MUMBAI 400066 AT 12:30 P.M.

Item No. 8: Special Resolution

Approval of increase in the borrowing powers in excess of Paid-up Share Capital, Free Reserves and Securities Premium of the Company under Section 180(1)(c) of the Companies Act, 2013.

"RESOLVED THAT in supersession of all the earlier resolution(s) passed in this regard and pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and as per the applicable directions/guidelines issued by the Reserve Bank of India ("RBI") or National Housing Bank ("NHB") and the relevant provisions of the Articles of Association of the Company and all other applicable rules, laws and acts (if any) and subject to all other requisite approvals, permissions and sanctions and subject to such conditions as may be prescribed by any of the concerned authorities (if any), the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as "the Board" which term shall be deemed to include any Committee of the Board constituted / to be constituted / reconstituted by the Board to exercise its powers including the powers conferred by this resolution) for borrowing from time to time as they may think fit, any sum or sums of money not exceeding Rs. 700/- crore (Rupees Seven Hundred crore only) (including the money already borrowed by the Company) in Indian Rupees or in any equivalent thereof in foreign currency(ies) on such terms and conditions as the Board may deem fit, whether the same may be secured or unsecured and if secured, whether domestic or international, whether by way of charge by way of creating interest, or lien or mortgage or hypothecation, pledge or otherwise in any way whatsoever, on, over or in any respect of all, or any of the Company's assets and effects or properties including stock in trade (receivables), notwithstanding that the money to be borrowed together with the money already borrowed by the Company (apart from the temporary loans obtained from the Company's Bankers in the ordinary course of business) and remaining un-discharged at any given time, exceed the aggregate, for the time being, of the paid up share capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, and securities premium provided that the total borrowing limit shall be within the limits prescribed under the Master Direction - Non-Banking Financial Company - Housing Finance Company (Reserve Bank) Directions, 2021 ("RBI Master Directions").

RESOLVED FURTHER THAT the Board be and is hereby authorized for borrowing from time to time as it may think fit, any sum or sums of money not exceeding Rs. 700/- crore (Rupees Seven Hundred crore only) in Indian Rupees or equivalent thereof in any foreign currency(ies) in aggregate (including the monies already borrowed by the Company) on such terms and conditions as the Board may deem fit, by way of loans, or in any other form whatsoever, or issue of Bonds and/ or Non-Convertible Debentures or avail Term Loans, Cash Credit facilities or other facilities in form of debt in the nature of Debentures, Commercial Papers and the like from Bank(s), Financial or other Institution(s), Mutual Fund(s), Non-Resident Indians (NRIs), Foreign Institutional Investors (FIIs) or any other person(s), body(ies) corporate, etc., whether Securities holder of the Company or not.

RESOLVED FURTHER THAT for the purpose of giving effect to the aforesaid resolution, any Director and/or the Chief Financial Officer and/or the Company Secretary of the Company be and are hereby severally authorized to arrange or finalize the terms and conditions of all such borrowings, from time to time, viz. terms as to interest, repayment, security or otherwise as it may deem fit and to sign and execute all such documents, agreements and writings and do all such acts, deeds and things, as it may in its absolute discretion deem necessary, proper or desirable."

For, Star Housing Finance Limited

S.R. Mehta

Shreyas Mehta
Company Secretary & Compliance Officer
M.No. A38639



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ANNEXURE VII: DUE DILIGENCE CERTIFICATES

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Ref: 748/OPR/VTPL/2023-24

Date: 30th September 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 SECURED, LISTED, NON-CONVERTIBLE DEBENTURES ("NCDs 'OR "DEBENTURES") AMOUNTING UP TO LNR. 20,00,00,000/- (INDIAN RUPEES TWENTY CRORES ONLY) (THE "TSSUE") ISSUED BY STAR HOUSING 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: 30-09-2023

For Vardhman Trusteeship Private Ltd

Authorized Signatory



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ANNEXURE VIII: CONSENT LETTER OF THE REGISTRAR AND TRANSFER AGENT

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Bigshare Services Pvt. Ltd.

302, Kushal Bazar, 32-33, Nehru Place, New Delhi-110 019. • Tel: 11 4242 5004
Email: bssdelhi@bigshareonline.com • website: www.bigshareonline.com

SEBI
REGISTERED CATEGORY I
REGISTRAR & TRANSFER
AGENT



September 25, 2023

To,

Company Secretary

STAR HOUSING FINANCE LTD

603, Western Edge I,
Above Metro Cash & Carry,
Borivali East - 400066.

Sub: Consent for Proposed Private Placement of Secured, Rated, Listed, Senior, Transferable Non-Convertible Redeemable Debentures ("NCDs").

Dear Sir/Madam,

We, the undersigned, hereby consent to act as Registrar to the Proposed issue of 2000 (Two Thousand) fully paid, Secured, Rated, Listed, Senior, Transferable Non-Convertible Redeemable Debentures of the nominal value of INR 100,000/- (Indian Rupees One Lakh Only) each aggregating up to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only). ("Debentures") denominated in Indian Rupees ("INR"), and to our name being inserted as Registrar to the offer in the letter of offer and other documents filed with statutory authorities.

For Bigshare Services Private Limited


Mukesh kumar
Branch Manager



CIN : U99999MH1994PTC076534

Regd. Office: E-2/3, Ansa Industrial Estate, Sakivihar Road, Saki Naka, Andheri (E), Mumbai - 400 072. India.

Corporate Office: Office No S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai - 400 093.

Tel. : +91 22 6263 8200 • Fax : +91 22 6263 8299 • Email : info@bigshareonline.com • Website : www.bigshareonline.com