

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

No: _____

Addressed to: Unifi AIF & Northern Arc Capital Limited

INFORMATION MEMORANDUM

Dvara Kshetriya Gramin Financial Services Private Limited

A private limited company incorporated under the Companies Act, 1956

Date of Incorporation: March 04, 1993

Registered Office: 10th Floor-Phase 1, IIT-Madras Research Park, Kanagam Village, Taramani, Chennai
600113

Telephone No.: 044- 6668 7000

Website: <https://www.dvarakgfs.com/>

Information Memorandum dated June 28, 2021, for issue of Debentures on a private placement basis

Issue of 50,000 Rated, Listed, Senior, Secured, Redeemable, pal Protected, Market Linked Non-Convertible Debentures ("NCDs or "Debentures") of face value of Rs. 10,000/- (Rupees Ten Thousand only) each, aggregating up to Rs. 50,00,00,000 (Rupees Fifty Crores only) comprising of 10,000 (Ten Thousand) Series A Debentures, 10,000 (Ten Thousand) Series B Debentures, 10,000 (Ten Thousand) Series C Debentures and 20,000 (Twenty Thousand) Series D on a private placement basis (the "Issue").

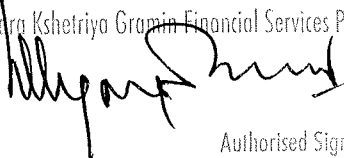
Background

This Information Memorandum is related to the Debentures (as defined hereinafter) to be issued by Dvara Kshetriya Gramin Financial Services Private Limited (the "**Issuer**" or "**Company**") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through resolutions passed by the Board of Directors of the Issuer on November 4, 2020 and the Resolution of Debenture Committee of the board of directors on June 26, 2021 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated 12 March 2021 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to borrow, upon such terms and conditions as the Board may think fit, for amounts up to INR 20,00,00,00,000/- (Rupees Two Thousand Crores Only). The present issue of NCDs in terms of this Information Memorandum is within the overall powers of the Board.

General Risks

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments and only after reading the information carefully. For taking an investment decision, the investors must rely on their own examination of the Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("**SEBI**") nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of Risk Factors at SECTION 3: of this memorandum of private placement for issue of Debentures on a private placement basis ("**Information Memorandum**" or "**Disclosure Document**"). This Information Memorandum has not been submitted, cleared or approved by SEBI.

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



Authorised Signatory

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Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, confirms and represents that the information contained in this Information Memorandum/ Disclosure Document is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. The Issuer is solely responsible for the correctness, adequacy and disclosure of all relevant information herein.

Credit Rating

The Debentures proposed to be issued by the Issuer have been rated by Acuite Ratings and Research Limited. The Rating Agency has, vide its letter dated June 25, 2021 assigned a rating of "ACUITE Provisional PP-MLD A-" in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Please refer to **Annexure II** of this Information Memorandum for the letter dated June 25, 2021 from the Rating Agency assigning the credit rating above mentioned and disclosing the rating rationale adopted for the aforesaid rating.

Issue Schedule

Issue/ Bid Opening Date: June 28, 2021
Issue/ Bid Closing Date: June 28, 2021
Pay-in Date: June 28, 2021
Deemed Date of Allotment: June 28, 2021

The Issuer reserves the right to change the Issue Schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each Business Day from the Issue Opening Date to the Issue Closing Date (both days inclusive).

The Debentures are proposed to be listed on wholesale debt market of the Bombay Stock Exchange / BSE within 4 trading days from Issue Closing Date.

Registrar & Transfer Agent



Integrated Registry Management Services Pvt Ltd

2 nd Floor, \"Kences Towers\", Ramakrishna Street, North Usman Road, T. Nagar, Chennai - 600 017 Tel: 91 44 2814 0801
Email: <http://www.integratedindia.in>

Debenture Trustee



IDBI Trusteeship Services Limited

Asian Building, 17 R.Kamani Marg, Ballard Estate, Mumbai 400 001
(D) +91 22 4080 7005 |
(B) +91 22 4080 7000 |
E Mail : <http://www.idbitrustee.com>

For Nvara Kshetriya Gramin Financial Services Pvt Ltd

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For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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SECTION 1: DEFINITIONS AND ABBREVIATIONS

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

Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Application Form	The form used by the recipient of this Disclosure Document and/or the Private Placement Offer Cum Application Letter, to apply for subscription to the Debentures.
Applicable Law	Shall include any statute, law, by-law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by a Governmental Authority.
Arranger/ Sole Arranger	Not Applicable.
Board/Board of Directors	The Board of Directors of the Issuer.
Business Day	Any day of the week (excluding Sundays and any other day which is a 'public holiday' for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881)) on which banks are normally open for business in Mumbai and Chennai and " Business Days " shall be construed accordingly.
CDSL	Central Depository Services (India) Limited.
Client Loan	Each loan made by the Issuer as a lender, and " Client Loans " shall refer to the aggregate of such loans.
Debentures / NCDs	Issue of 50,000 Rated, Listed, Senior, Secured, Redeemable, pal Protected, Market Linked Non-Convertible Debentures ("NCDs or "Debentures") of face value of Rs. 10,000/- (Rupees Ten Thousand only) each, aggregating up to Rs. 50,00,00,000 (Rupees Fifty Crores only) comprising of 10,000 (Ten Thousand) Series A Debentures, 10,000 (Ten Thousand) Series B Debentures, 10,000 (Ten Thousand) Series C Debentures and 20,000 (Twenty Thousand) Series D on a private placement basis (the "Issue").
Debenture Holder(s) / Investors	The holders of the Debentures issued by the Issuer and shall include the registered transferees of the Debentures from time to time.
Deemed Date of Allotment	June 28, 2021.
Debenture Trustee	IDBI Trusteeship Services Limited.
Debenture Trustee Agreement	Agreement executed by and between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debenture Trust Deed	Shall mean the trust deed executed/to be executed by and between the Debenture Trustee and the Company 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.
Deed of Hypothecation	The deed of hypothecation entered/to be entered into between the Issuer and the Debenture Trustee, pursuant to which the hypothecation over the Secured Property shall be created by the Issuer in favour of the Debenture Trustee (acting for and on behalf of the Debenture Holders).
Demat	Refers to dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	The Depositories Act, 1996, as amended from time to time.

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Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	Director(s) of the Issuer.
Disclosure Document / Information Memorandum	This document which sets out the information regarding the Debentures being issued on a private placement basis.
DP - ID	Depository Participant Identification Number.
Due Date	Any date on which the holders of the Debentures are entitled to any payments, whether on maturity or earlier, on exercise of the option to redeem the Debentures prior to the scheduled Maturity Date or acceleration.
EFT	Electronic Fund Transfer.
Effective Coupon Amount	The coupon amount payable per Debenture. Effective Coupon Amount shall be calculated in accordance with the terms provided under Section 5.21 of this Information Memorandum
Financial Year/ FY	Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.
GAAP	Generally Accepted Accounting Principles prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Issuer.
IBC	shall mean the Insolvency and Bankruptcy Code, 2016, and the rules and regulations made thereunder which are in effect from time to time and shall include any other statutory amendment or re-enactment thereof;
ICCL	Indian Clearing Corporation Limited
Indian GAAP	Means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable
Indian Accounting Standard (IND AS)	Means Accounting standard adopted by companies in India and issued under the supervision of Accounting Standards Board (ASB)
Governmental Authority	Any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, agency or authority including any stock exchange or any self-regulatory organization, established under Applicable Law.
Hypothecated Assets	All the right, title, interest, benefit, claims and demands of the Issuer, in, to, or in respect of the receivables arising out of rupee loan facilities advanced / to be advanced by the Issuer to any person and charged under the terms of this Issue.
Issue	Private placement of the Debentures in terms of the Private Placement Offer Letter issued by the Issuer and/ or this Disclosure Document.
Issue/ Bid Closing Date	June 28, 2021.
Issue/ Bid Opening Date	June 28, 2021.
Issuer/ Company	Dvara Kshetriya Gramin Financial Services Private Limited
Majority Debenture Holder(s)	Debenture Holder(s) whose participation or share in the principal amount(s) outstanding with respect to the Debentures aggregate to more than 51% (Fifty One Percent) of the value of the nominal amount of the Debentures for the time being outstanding.
Maturity Date	Maturity Date for each Series, as follows: • Series A – Sep 28, 2022 • Series B – Jan 28, 2023 • Series C – June 28, 2023 • Series D – June 28, 2024
N.A./ NA	Not Applicable.
NBFC	Non-banking financial company

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NSDL	National Securities Depository Limited.
PAN	Permanent Account Number.
Private Placement Offer Cum Application Letter	Shall mean the private placement offer cum application letter prepared and issued to the eligible investors by the Company in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
RBI	Reserve Bank of India.
Rating Agency	Acuite Ratings and Research Limited, being a credit rating agency registered with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being Integrated Registry Management Services Pvt Ltd.
ROC	Registrar of Companies.
Rs. / INR	Indian Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time.
SEBI REF Circular	means the circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 on "Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund"" issued by SEBI.
Security	The security for the Debentures as specified in Section 5.21.
TDS	Tax Deducted at Source.
The Companies Act/ the Act	The Companies Act, 2013 or where applicable, the provisions of the Companies Act, 1956, still in force.
Terms & Conditions	Shall mean the terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	Shall mean the documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 5.21.
Valuation Agency	CARE Risk Solutions Pvt. Ltd, A third-party valuation agency appointed or to be appointed by the Issuer in accordance with the terms of the circular number Cir. /IMD/DF/17/2011 dated September 28, 2011 titled 'Issue and Listing of Structured Products/Market Linked Debentures, 2011, issued by SEBI as amended by circular number SEBI/HO/DDHS/CIR/P/2020/120 dated July 13, 2020 titled 'Guidelines for Issue and Listing of Structured Products/ Market Linked Debentures - Amendments' issued by SEBI ("SEBI Guidelines").
WDM	Wholesale Debt Market.
Wilful Defaulter	Shall mean an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such in accordance with Regulation 2(n) of SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Debentures is being made strictly on a private placement basis. The Debentures shall be listed on the WDM segment of the BSE. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Information Memorandum does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Information Memorandum/ Disclosure Document to be filed or submitted to the SEBI for its review and/or approval.

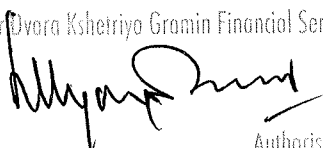
This Information Memorandum has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and the applicable RBI circulars governing private placements of debentures by NBFCs. This Information Memorandum has been prepared solely to provide general information about the Issuer to the eligible investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any eligible investor may require. Further, this Information Memorandum has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

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

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in the Private Placement Offer Cum Application Letter or this Information Memorandum or in any material made available by the Issuer to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum and/or the Private Placement Offer Cum Application Letter are adequate and in conformity with the SEBI Debt Listing Regulations. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Information Memorandum would be doing so at its own risk.

This Information Memorandum, the Private Placement Offer Cum Application Letter and the contents hereof are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum and/or the Private Placement Offer Cum Application Letter are intended to be used only by those potential investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any person other than those to whom Application Forms along with this Information Memorandum and the Private Placement Offer Cum Application Letter being issued have been sent. Any



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application by a person to whom the Information Memorandum and/or the Private Placement Offer Cum Application Letter has not been sent by the Issuer shall be rejected without assigning any reason.

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

The Issuer does not undertake to update the Information Memorandum and/or the Private Placement Offer Cum Application Letter to reflect subsequent events after the date of Information Memorandum and/or the Private Placement Offer Cum Application Letter and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Information Memorandum and/or the Private Placement Offer Cum Application Letter nor any sale of Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Information Memorandum and/or the Private Placement Offer Cum Application Letter does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Information Memorandum and/or the Private Placement Offer Cum Application Letter in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. The Information Memorandum is made available to potential investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

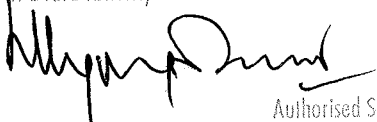
As required, a copy of this Information Memorandum has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information Memorandum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

2.3 DISCLAIMER CLAUSE OF SEBI

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

2.4 DISCLAIMER IN RESPECT OF JURISDICTION

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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This Issue is made in India to investors as specified under the clause titled "Eligible Investors" of this Information Memorandum, who shall be/have been identified upfront by the Issuer. This Information Memorandum and/or the Private Placement Offer Cum Application Letter does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the exclusive jurisdiction of the courts and tribunals at Chennai. This Information Memorandum and/or the Private Placement Offer Cum Application Letter does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES

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

2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the investor with its depository participant. The Issuer will make the Allotment to investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.

2.7 DISCLAIMER IN RELATION TO VALUATION AGENCY

The Issuer has appointed a Valuation Agency in terms of the SEBI Guidelines. The valuations as may be provided by the Valuation Agency, on the websites of the Issuer and the Valuation Agency or otherwise, do not represent the actual price of the Debentures that may be received upon sale or redemption of Debentures. They merely represent the Valuation Agency's computation of the valuation which may in turn be based on several assumptions. A Debenture Holder understands and is aware that the valuation is not in any manner reflective of the actual returns that can be obtained by such Investor on the Debentures

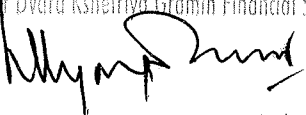
2.9 DISCLAIMER IN RELATION TO REFERENCE INDEX

Past performance of the Reference Index is not a guarantee of any future results. Any returns mentioned in this Information Memorandum in connection with the Debentures are only indicative in nature and are based on assumptions in relation to the behavior of the Reference Index. Such assumptions should not be relied on for making an investment in the Debentures.

SECTION 3: RISK FACTORS

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential investors should carefully consider all the risk factors in this Information Memorandum and/or the Private Placement Offer Cum Application Letter for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures, but do not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner

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indicate the importance of one risk factor over another. Investors should also read the detailed information set out elsewhere in this Information Memorandum and/or the Private Placement Offer Cum Application Letter and reach their own views prior to making any investment decision.

3.1 Prospective investors are advised to carefully read these key risks associated with the debentures. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the debentures or your decision to purchase the Debentures.

The Debentures being structured debentures are sophisticated instruments which involve a significant degree of risk and are intended for sale only to those investors capable of understanding the risks involved in such instruments. The Debentures are structured and are complex and an investment in such a structured product may involve a higher risk of loss of a part of the initial investment as compared to investment in other securities unless held till Maturity Date as set out in this Offer Letter. Prior to investing in the Debentures, a prospective investor should ensure that such prospective investor understands the nature of all the risks associated with the investment in order to determine whether the investment is suitable for such prospective investor in light of such prospective investor's experience, objectives, financial position and other relevant circumstances. Prospective investors should independently consult with their legal, regulatory, tax, financial and/or accounting advisors to the extent the prospective investor considers necessary in order to make their own investment decisions.

3.2 REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

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

3.3 THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

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

3.4 CREDIT RISK & RATING DOWNGRADE RISK

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

3.5 CHANGES IN INTEREST RATES MAY AFFECT THE PRICE OF NCDS.

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

3.6 TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

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

3.7 ACCOUNTING CONSIDERATIONS

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

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

3.8 SECURITY MAYBE INSUFFICIENT TO REDEEM THE DEBENTURES

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

While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

3.9 MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.

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

3.10 LEGALITY OF PURCHASE

Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.

3.11 POLITICAL AND ECONOMIC RISK IN INDIA

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

3.12 RISKS RELATED TO THE BUSINESS OF THE ISSUER

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

The Client Loans are secured against hypothecation of stock, receivables and other current assets and the clients of these loans are of the high-risk category. There is uncertainty on the client's ability to fulfil its loan obligations. Such non-performing or low credit quality loans can negatively impact our results of operations.

As at March 31st 2021, the gross NPA on own book was Rs. 71.34 crores on a gross portfolio of Rs. 1022.13 crores 6.98 % of gross portfolio.

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of NPAs in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.

The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which will adversely affect the Issuer's financial condition and results of operations.

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

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.

As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

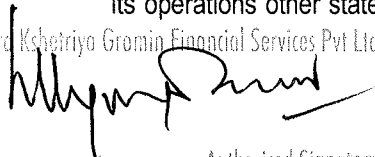
C. *Loans due within two years account for almost all of the Issuer's interest income, and a significant reduction in short term loans may result in a corresponding decrease in its interest income*

A majority of the loans the Issuer issues are due within approximately two years of disbursement. The relatively short-term nature of the Issuer's loans means that the Issuer's long-term interest income stream is less certain than if a portion of its loans were for a longer term. In addition, the Issuer's customers may not obtain new loans from the Issuer upon maturity of their existing loans, particularly if competition increases. The potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.

The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset has increased from one year to two year which has provided stability to the portfolio and interest income and has also smoothened operating expense.

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

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other states. If it is not effectively able to manage such operations and expansion, it may

For Dvara Kshetriya Gromin Financial Services Pvt Ltd

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lose money invested in such expansion, which could adversely affect its business and results of operations.

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

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

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

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

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

The Issuer maintains insurance coverage of the type and in the amounts that it believes are commensurate with its operations and other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.

In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

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

NBFCs in India are subject to strict regulation and supervision by the RBI. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC pursuant to Section 45-IA of the RBI Act, 1934. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. Additionally, RBI has issued detailed directions on prudential norms *inter alia* prescribing guidelines on income recognition, asset classification and provisioning requirements

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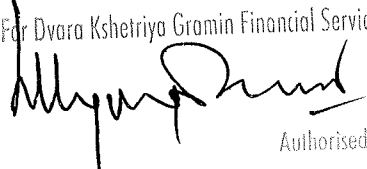
applicable to NBFCs, exposure norms, disclosures in the balance sheet, requirement of capital adequacy, restrictions on investments in land and building and unquoted shares besides others. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled, and it shall not be able to carry on such activities. If the Issuer fails to comply with any directions issued applicable on NBFCs and fails to maintain the status of NBFC it may attract penal provisions under the RBI Act, 1934 for non-compliance. The penal action can also result in RBI cancelling the certificate of registration issued to the NBFC.

3.13 INVESTMENT IN THE DEBENTURES ARE SUBJECT TO MODEL RISKS

Investments in the Debentures are subject to model risks. The Debentures are created on the basis of complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behaviour of the securities selected for hedging may significantly differ from the returns predicted by the mathematical models.

3.14 RISKS RELATED TO LISTING

The listing of the Debentures is subject to the fulfilment of various requirements under Applicable Law. One such requirement is to secure the Debentures, and the Debentures shall be considered secured only if the charge created over the Hypothecated Assets is registered with the sub-registrar, or Registrar of Companies, or the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), or depository, etc., as applicable, or is independently verifiable by the Debenture Trustee. The Debenture Trustee has independently verified the Hypothecated Assets in accordance with the SEBI circular on **'Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)'** dated November 03, 2020 and the due diligence certificate issued by the Debenture Trustee pursuant of the same is available in Annexure VI. The listing of the Debentures is also subject to the fulfilment of requirements by third parties such as the Registrar and Transfer Agent, the Depository or the relevant stock exchange. There could also be failure or delay in listing of the Debentures due to factors including but not limited to those which are beyond the control of the Issuer given that the listing of the Debentures is also subject to the fulfilment of requirements by the Debenture Trustee, the Registrar and Transfer Agent, the Depository, the relevant stock exchange and other third parties respectively.

For Dvara Kshetriya Gromin Financial Services Pvt Ltd

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SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the FY ended 31st March 2021 are set out in **Annexure V** hereto.

For Divara Kshetriya Gromin Financial Services Pvt Ltd



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SECTION 5: REGULATORY DISCLOSURES

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

5.1 Documents Submitted to the Exchanges

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

- A. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- B. Copy of last 3 (three) years audited Annual Reports;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. Certified true copy of the resolution passed by the Board of Directors of the Company at the meeting held on November 4, 2020 authorizing the issue/offer of Debentures by the Company;
- E. Certified true copy of the resolution passed by the Debenture Committee of the Board of Directors in its meeting held on June 26, 2021 authorizing the borrowing and list of authorized signatories;
- F. Certified true copy of the resolution passed by the Company at the extraordinary general meeting held on 12 March 2021 under Section 180 (1) (c) authorising the Company to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 2000,00,00,000/- (Rupees Two Thousand Crores Only) and for creation of Security;
- G. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where the debt securities have been listed, within 5 (Five) working days of execution of the same;
- H. Where applicable, an undertaking that permission / consent from the prior creditor for a second or *pari passu* charge being created, in favour of the trustees to the proposed issue has been obtained; and
- I. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

5.2 Documents Submitted to Debenture Trustee

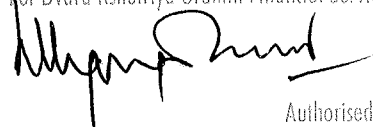
The following documents have been/shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the allotment of the Debentures:

- A. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- B. Copy of last 3 (three) years audited annual reports;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any.
- E. An undertaking to the effect that the Issuer would, until the redemption of the debt securities, submit the details mentioned in point (D) above to the Debenture Trustee within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015, as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 (One Hundred and Eighty) calendar days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' and other existing debenture-holders within 2 (two) working days of their specific request.

5.3 Name and Address of Registered Office of the Issuer

Name:	Dvara Kshetriya Gramin Financial Services Private Limited
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For Dvara Kshetriya Gramin Financial Services Pvt Ltd



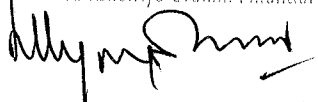
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Registered Office of Issuer:	10th Floor-Phase 1, IIT-Madras Research Park, Kanagam Village, Taramani, Chennai 600113, India Phone No.: +91 44 6668 7000 Fax No.: +91 44 6668 7000
Corporate Office of Issuer:	10th Floor-Phase 1, IIT-Madras Research Park, Kanagam Village, Taramani, Chennai 600113, India Phone No.: +91 44 6668 7000 Fax No.: +91 44 6668 7000
Compliance Officer of Issuer:	Mr. Balaji S Phone No.: +91 44 6668 7197 Fax No.: +91 44 6668 7197
CFO of Issuer:	Mr. Vijayakumar G Phone No.: +91 44 6668 7204 Fax No.: +91 44 6668 7204
Corporate Identification Number:	U65991TN1993PTC024547
Phone No.:	+91 44 6668 7000
Contact Person:	Mr. Balaji S
Email:	Balaji.S@dvarakgfs.com
Website of Issuer:	https://www.dvarakgfs.com/
Name and address of auditors of the Issuer:	B S R & Co. LLP KRM Tower, 1st and 2nd Floor, No 1, Harrington Road, Chetpet, Chennai - 600 031 Tel: 91-44-4608 3100
Name and address of trustee to the Issue:	IDBI Trusteeship Services Limited Asian Building, 17 R.Kamani Marg, Ballard Estate, Mumbai 400 001 (D) +91 22 4080 7005 (B) +91 22 4080 7000 Website: http://www.idbitrustee.com
Name and address of registrar to the Issue:	Integrated Registry Management Services Private Limited 2 nd Floor, "Kences Towers", Ramakrishna Street, North Usman Road, T. Nagar, Chennai - 600 017 Tel: 044 2814 3045 Website: https://www.integratedindia.in
Details of the Valuation Agency (if applicable)	CARE Risk Solutions Pvt. Ltd Unit No. 602, Rupa Solitaire, Plot No. MBP2, Millennium Business Park, T.T.C. Industrial Area, Sector 1, Mahape, Mumbai, Maharashtra 400710
Name and address of credit rating agency of the Issue	Acuité Ratings & Research Limited A-812, The Capital, G Block, BKC, Bandra (E), Mumbai - 400051 T: +91 22 49294000
Name and address of arrangers, if any, of the Issue:	Not Applicable

5.4 A brief summary of business / activities of the Issuer and its line of business**A. Overview**

For Dvara Ksheetriya Gramein Financial Services Pvt Ltd



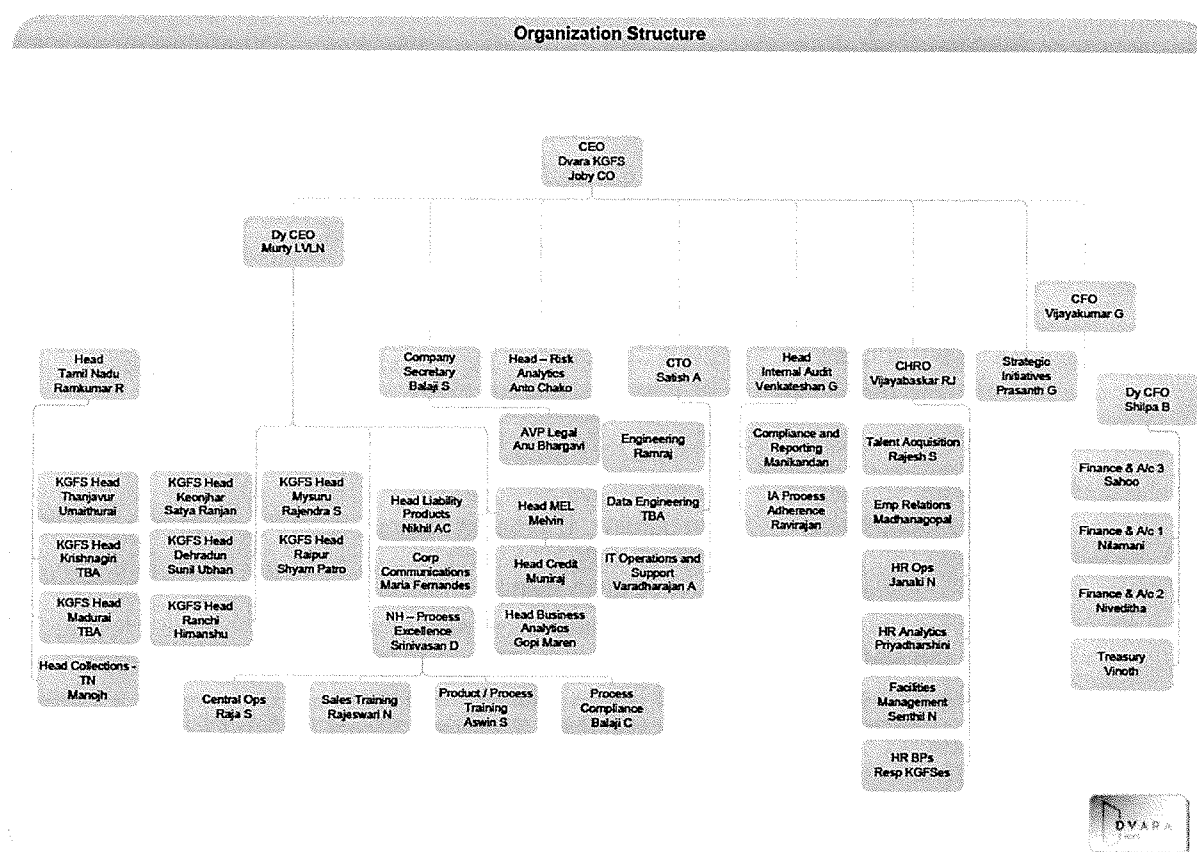
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Dvara KGFS was set up by Dvara Trust, a private trust set up with the mission "To ensure that every individual and every enterprise has complete access to financial services." Dvara KGFS works to achieve this goal by setting up a network of branches in remote rural areas that offer a range of financial products and services. Dvara KGFS currently operates in the states of Tamil Nadu, Odisha, Uttarakhand, Chhattisgarh and Karnataka serving individual customers and enterprises in remote rural areas. The organisation instils this mission into business by facilitating and originating financial products and services on behalf of financial institutions (NBFCs & Banks) through a unique branch-based business model called Kshetriya Gramin Financial Services (KGFS: KGFS translates to Regional Rural Financial Services). Dvara KGFS follows a customer-centric model and offers products and services through "Wealth Management."

Dvara KGFS operates through a customer centric technology enabled model, whereby household information like-assets, liabilities, income, expense, households' financial goals are collected to generate a financial well-being report which is a tool to determine the suitability of a product opted by a customer.

B. Corporate Structure/Organization Structure

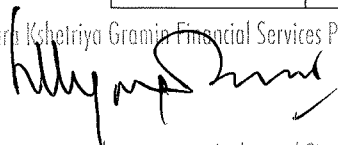


C. Brief profile of the Board of Directors of the Issuer

Name	Designation	Experience
Bindu Ananth	Non-executive Director	- Bindu is the Chair of Dvara Trust. Prior to this, Bindu worked in ICICI Bank's microfinance team between 2001 and 2005 and was head of the new product development team within their Rural Banking Group in 2007. - She has an under-graduate degree in Economics from Madras University and Masters Degrees from the Institute of Rural Management (IRMA) and Harvard University's John. F. Kennedy School of Government.

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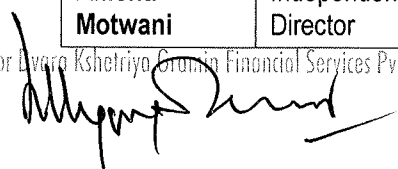
Name	Designation	Experience
		- Bindu has co-edited "Financial Engineering for Low-Income Households", a book published by SAGE. She has also published in the Economic and Political Weekly, OECD Trade Paper Series and the Small Enterprise Development Journal. She was a member of the RBI Committee on Comprehensive Financial Services for Low- Income Households and Small Businesses (2013). She was a member of the Government of India's High Level Committee on Women (2014-15). She is a member of the Taskforce of the Insolvency & Bankruptcy Board of India (2017) - She currently serves as a Nominee Director for National Stock Exchange on the Board of Computer Age Management Services. She is a member of the Advisory Boards of Columbia University's India Initiative and Equal Community Foundation. In 2017, Bindu was featured by Forbes as one of India's leading women leaders.
Samir Shah	Non-executive Director	- Samir joined Dvara Trust in February 2018 as Executive Vice Chair to take on responsibility for the strategic direction of the Dvara Trust's mission of financial inclusion and portfolio management of group companies. He has over two decades of experience in building institutions and market infrastructure. - Prior to joining Dvara Trust, he was the Managing Director & CEO of NCDEX, India's largest agri focused commodities exchange. During his tenure, the exchange had transformational impact on India's agri economy through various technology and digital initiatives. He also worked closely with the warehouse regulator WDRA and the capital markets regulator SEBI to launch National E-Repository Limited (NeRL) to provide India's first repository services for electronic negotiable warehouse receipts, which farmers can use to avail formal sector agri credit. - Before NCDEX, he was the Chief Business Officer of the Dubai Gold and Commodities Exchange (DGCX). At DGCX he led the growth of the exchange to make it the one of fastest growing exchange in the world, winning several global awards, amongst them were Contract of the Year and the Best Commodity Exchange in 2012.
Pranav Kumar	Nominee Director	- Mr. Pranav Kumar is an Associate Director in LeapFrog's Asia team, sourcing, evaluating and managing investments across South and Southeast Asia. - Mr. Pranav has more than nine years of experience in private equity investment, management consulting and development financing. Before joining LeapFrog, Pranav worked with the World Bank Group based in Singapore on strategy and design of investment funds and grants for SMEs and startups in Southeast Asia, MENA and Africa. Prior to that, Pranav was an Engagement Manager at McKinsey & Co. based in India where he led teams on strategy and business transformation projects for banks, insurance and NBFCs. - Mr. Pranav has an MBA from Indian Institute of Management,



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Name	Designation	Experience
Abhishek Agrawal	Nominee Director	Ahmedabad and a Bachelor of Technology in Computer Science & Engineering from Indian Institute of Technology, Bombay. - Abhishek Agrawal is currently Accion's Chief Regional Officer, India. As an Accion representative, Mr. Agrawal serves on the boards of various companies. He comes with extensive experience in financial management, strategy & business planning, and microfinance operations. - Mr. Agrawal had worked as CFO for more than 12 years in several countries, including at Swadhaar Microfinance starting in 2010, in his capacity as global staff for Accion. - In earlier roles, Mr. Agrawal worked with FINCA International as CFO in different affiliates. Prior to that, he acted as an advisor to the Institute of Chartered Accountants (ICAI), where he worked on number of projects in Municipal reforms & financial management for local municipal bodies. - Mr. Agrawal has a Ph.D. in Municipal financial reforms and Chartered Accountant (FCA) from ICAI. He did his Masters of Business Administration with a specialization in finance at Rai International University.
N.T. Arunkumar	Independent Director	- N.T. Arunkumar (Arun) is the MD for Telstra in India and leads Telstra's Global Business Services' Innovation function. In this mandate, Arun oversees the development of and delivery from Telstra's Innovation & Capability Centre in India, helping Telstra's business transformation to a digital, agile and innovative technology-led solutions company for its customers. - Arun's professional experience ranges across functions (Operations, P&L, Technology/Digital, analytics, supply-chain & sourcing) in different business models and a significant portion in global banking and financial services. Prior to joining Telstra, Arun served in a number of senior leadership positions, including the MD and Global ODC (service delivery & strategic partnerships) head for UBS AG, the CEO of Dun & Bradstreet TransUnion, as well as technology management stints with Citigroup and PepsiCo. - Arun holds an Honors Post Graduate Diploma (MBA) from XLRI, Jamshedpur, after graduating as a topper in Math & Statistics. He is currently pursuing his PhD, researching and developing the future potential of AI (deep neural networks, machine learning, cognitive models) in FinTech for financial inclusion in India. Arun actively contributes towards social causes in education and empowerment/skill.
Thomas Klungsoeyr	Nominee Director	Presently, Investment Director at Nordic Microfinance Initiative. Prior to joining NMI, Mr. Klungsøyr was Investment Director at Alliance Microfinance and Chairman of Banco D- Miro in Ecuador. In addition, he has over 10 years of banking experience within M&A, credit and risk assessments, and the management of a turn-around of under-performing banks in Estonia, Latvia and Lithuania.
Anisha Motwani	Independent Director	Anisha Motwani is the author of Storm the Norm – a first-of- its-kind collection of contemporary stories of truly inspiring businesses and

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Name	Designation	Experience
		brands from India that either wrote or rewrote the norms of their respective industries. As an industry expert she advises the World Bank on prestigious 'Swachh Bharat Programme', 'National Mission for Clean Ganga' & 'Solar Energy Rooftops' specifically focusing on 'Behavior Change'. - She is a multi-faceted business leader & draws from her rich experience of over 30 years in diverse industries - advertising, auto manufacturing, financial & health services. After a successful 25-year corporate career, Anisha founded StN ventures, a Brand & Innovation Consulting firm. In the last few years, STN has successfully concluded projects for a range of clients including Nestle, Viacom 18, Unilever Personal Care, Whirlpool Home Appliances, ACC Cements, Shriram Group, Schneider Electrical & AMEX cards to name a few. - She has been the strategic advisor to the Max Group of companies guiding them on key brand & digital transformation projects across several lines of businesses. She is also a Strategic Advisor to the Welspun Group, MAS Holdings, South Asia's largest Intimate wear brand & several others. She is a member of several industry bodies & a regular speaker at national and global business platforms. - In recognition of her achievements, she was voted as one of the '50 Most Powerful Women in Indian Business' by Business Today for three consecutive years since 2009. She has also been recognized amongst the 'Top 50 Women in Media, Marketing, and Advertising' by Impact & Colors for 4 consecutive years since 2011. She has been conferred 'Women at Work Leadership Award 2011' by Asian Confederation of Business and 'Brand Builder of the year' award by NDTV amongst many others.
Parveen Kumar Gupta	Independent Director	- Mr. Parveen Kumar Gupta is the former Managing Director of Retail and Digital Banking at State Bank of India, the largest commercial bank in India. During a career of over 37 years, he worked across multiple functions and businesses including retail, risk, compliance, treasury, international banking, investment banking, private equity etc. - He was part of the top management team of the Bank and a member of Board and Key Investment Committees for more than 4 years. He served as CEO of the Investment banking arm and Deputy CEO of the Infra fund with Macquarie and IFC, World Bank Group. He managed the Balance Sheet of the Bank as CFO, had two international postings and also headed Treasury of the Bank. - He was a nominee director on the Boards of SBI Life Insurance Company Limited and SBI General Insurance Company Limited, and a member of various Board Committees on Risk, Investment and IT of SBI General Insurance Company.
Raman Uberoi	Independent Director	Mr. Raman Uberoi is a Chartered Accountant by profession and has nearly three decades of experience of working in the financial

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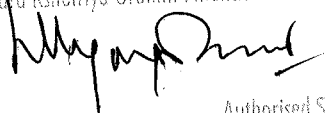
Name	Designation	Experience
		services industry in India. He has extensive understanding of corporate India; industries, companies and managements and the risk architecture. • He has worked on CRISIL, India's leading rating and research company for 24 years where he has looked at over 2000 large and mid- sized corporates and has strong relationships with most corporate houses, regulators and policy makers. He has extensive experience of running large teams and businesses and has established new businesses and also led strategy and acquisition practices. He served in various position in CRISIL like the COO and President and Head of the Ratings business. • He has been part of various committee on debt and capital markets, infrastructure debt funds, etc. formed by various regulators and Government of India.

D. Brief profile of the senior management of the Issuer

Name	Experience
Joby C O, Chief Executive Officer (CEO)	• Joby has been living his entrepreneurial life for the last 5 years at Varam by creating a new age financial institution with a passionate team & digital capability to offer superior customer experience, robust credit underwriting and efficient risk management. Joby has been experimenting an agent driven multiproduct strategy at Varam. • In the past, he has been in senior roles with MFIs, Banks and Financial Institutions. Joby has more than 16 years of experience in Indian microfinance market. A Chartered Account, Joby was earlier the CFO of ESAF Microfinance & Investments Pvt. Ltd., (Now ESAF Small Finance Bank). Prior to that, he was the Vice President at IFMR Capital (Now Northern Arc Capital). In his earlier avatar, he was the Head Global Microfinance – Global Principal Investment and Trading Group (GPITG) at ICICI Bank. His association with Microfinance started as a Head of Finance, Accounts & Operations at Indian Association for Savings & Credit (IASC).
LVLN Murty, Deputy CEO	• Murty has gathered diverse experience for over 24 years. He has headed Operations and Financial Inclusion Business for Sahaj e- Village, the largest service centre agency operating 28K Common Service Centres across 6 states. He has varied expertise in areas of Sales, Channel Distribution, Operations, Strategy, Micro-finance, Financial Inclusion, Remittances, Customer Protection and Capacity Building for remote rural markets. Having completed his graduation from IIM-B (AMP) and HEC Paris, Murty has worked for India Value Fund Advisor, Bharti AXA, ITC IBD, TAT AIG Life and Indian Express in the past. He has engaged in using IT as a differentiator in terms of delivering & servicing financial products at affordable pricing.
Vijayakumar G, Chief Financial Officer	• Vijayakumar G brings with him over 27 years of experience in various financial institution sector and has handled diverse operating positions which includes audit, finance, treasury, accounts and operations of Housing Finance, Commercial Vehicle Finance, SME Lending, Personal loans, Factoring, Hire Purchase, Leasing and other Banking Products. Previously, he was a Chief Finance Officer at Hinduja Leyland Finance, handling complete gamut of finance and operations. He has a Post Graduate degree in Commerce and Cost Accountant. He has also worked with National Trust Housing Finance, Sundaram Home, HSBC, ABN AMRO and Wipro Finance in previous stints at various capacities. He has also implemented various controls and processes in ERP to ensure smooth operations across various businesses and products to scale up the assets under management.

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Ms. Shilpa Bhatte, Deputy CFO	Shilpa Bhatte is a Chartered Accountant by profession and a seasoned treasury professional with over 13 years of experience in handling treasuries of companies in the BFSI sector. She has worked with Religare group since June 2005 in various capacities until March 2018. Her last assignment with Religare group was as EVP Treasury for Religare Finvest Limited.
Ms. Vinaya Kamada, Head Employee engagement and Development	Vinaya has 14 + years of experience in formulating and delivering HR strategies for corporates/ business units at leading technology and consulting firms. She spent 7 years at Cognizant playing a variety of roles within the talent function. Prior to that she has been with PWC as a business partner and global mobility specialist. Her areas of work include talent planning, management, engagement, learning and development and employee relations. Vinaya has done her bachelors in Psychology and HR Specialisation from LIBA Chennai.
Srinivasan D, National Head - Process Excellence	Srinivasan D, is a Commerce Graduate with an extensive experience in the Banking & Finance industry close to 16 years. His areas of specialisation has been in Retail Banking. He has handled front end, back offices, branch sales & operations and has headed several branches for HSBC & ICICI. He has been in the business of selling both Assets and Liability products of the Banks to its customer along with delivering high quality customer service. He has also been associated with the software industry which has enabled him to understand the integrities of software development and data base relationships. He has headed the customer services division of Shriram City Union Finance Limited and has travelled across the country. He was also acting as a functional consultant for the Operations team in translating their business requirements on the ERP.
Ramkumar Ratnam, Business Head - Tamilnadu	Ramkumar Ratnam is a seasoned banker with a combined experience of over 2 decades in FMCG and Banking. He has been with ICICI Bank, handling leadership roles at flagship branches at Chennai and then moved on to handle clusters having multiple branches spread across geography. He has rich experience in Sales., Training and Operations. He had worked in Sales with Hindustan Lever Ltd., (now Unilever India) in initial days of his carrier and then moved to Pepsico Sales. He was also into Field force training for Pepsico in his Market Unit and was certified trainer with ICICI Bank imparting training to " Deputy Managers and Branch Managers " covering wide range of sessions including Operations, Compliance and Products". He holds a Bachelors in Commerce, Accountancy & Economics. He has completed a certified course with Institute of Social Work and Management, Chennai, JAIIB from IIBF and Post Graduate Diploma In Business Administration from NIBM. He has also attended "HBS Accion Program in Strategic Leadership in Inclusive Finance" from Harvard Business School.
Sunil Kumar Ubhan, Business Head - Uttarakhand	Sunil Kumar Ubhan, is a professional in Business Development and handling sales, opening up geographies. He has 24 years of experience in organizations like Magma Fincorp, Alipc Finance, ICICI & HDFC Bank. He has an expertise in Sales & Marketing, Planning & Budgeting, Team Management, Channel Management and People Management as well. He was working as Zonal Product & Program Manager at Magma Fincorp Ltd. before joining us. There he was looking after Training & Product Development for an entire east zone which includes National Relationships with Hyundai, Zonal Relationships with Maruti and Tata. Before that, while working with HDFC & ICICI, he launched and developed the auto-market from basics across Uttar Pradesh & Uttarakhand. He has in-depth knowledge of entire east zone which includes Bihar, Jharkhand, West Bengal, Orissa, Uttar Pradesh & Uttarakhand in terms of sales, marketing and geographies. Referring to his academia, he is Post Graduate in Sales & Marketing from NIS, holds a Diploma in Export Marketing, a Science Graduate, also attend sessions for Introduction to R from XLRI and a Certified Trainer. He belongs to Dehradun and his hobbies include reading, singing,



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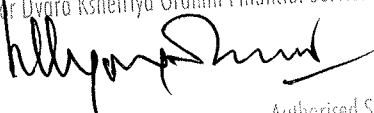
	gardening, Bonsai Making and Trekking.
Rajendra, Business Head – Karnataka	Rajendra is a Post Graduate from Karnataka State Open University (KSOU) and has 16 years of work experience in Microfinance Industry. Prior to Dvara KGFS, he was associated with Jana Small Finance Bank and Sanghamithra Rural Financial Services. Rajendra has worked across Karnataka and Tamil Nadu. He has handled products like Individual Loan, Joint Liability Group Loan, Business Loan, Housing Loan and Gold Loan as Regional Head. He has been awarded as the best Cluster and Regional Head for three consecutive years from 2015.
Satish Ayyaswami, Chief Technology Officer (CTO)	Satish has 19+ years of experience, building and scaling technology solutions targeting consumers and enterprises. Satish graduated with a Master's degree in Electrical Engineering from the University of Toledo, Ohio, US. He started his career at a start-up in the San Francisco Bay Area, subsequently worked with large technology organisations such as HP. He spent the majority of his time building offshore engineering teams for US based companies. A hands-on engineer, who enjoys creating frameworks and tools that improve software engineers/data scientists productivity and help businesses become more effective and efficient. When he is not thinking about the technology he enjoys nurturing happy customers."
Venkateshan G	Venkateshan G comes with a total experience of 23 years in corporate. He is a qualified cost accountant & a CA Inter. He has worked with sectors like IT Distribution, Telecom, Vehicle Finance, Construction, Equipment Finance in NBFC. He has worked with companies like Nebula Technologies Pvt Ltd, Tata Tele Services, Cholanandalam Financial Investment Company, Tata Motor Finance Limited.
Balaji S, Company Secretary	Balaji is a qualified Company Secretary with about 13 years of experience in Secretarial & Compliance functions in large corporates. He has previously worked with TVS Group, Polaris Software, Aditya Birla Money Ltd and Hinduja Leyland Finance Ltd.
Prashant Kumar, CRO	Mr. Prashant Kumar is a Chartered Accountant from ICAI with 17 years of experience in Credit & Risk Management across leading Private banks and NBFCs. He brings with him the expertise and understanding of the various aspects of risk management including developing frameworks for Risk Approval, Early Warning System and Credit policy along with the experience of managing credit risks in Retail banking and SMEs. Mr. Prashant has a deep understanding of Business, Credit, Regulatory and Operational Risk and takes a special interest in framing efficient risk management processes through a blend of financial acumen and the use of data and analytics. Previously, he was with L&T Housing Finance Ltd as the Chief Risk Officer & Head of Retail Risk at L&T Finance Ltd. In his earlier stints, Prashant has worked with IndusInd Bank, Srei BNP Paribas and Reliance Capital. His experience includes diverse categories including Internal Audit, Credit Underwriting, Operational Risk Market Risk and Credit Risk Management.

E. Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis.

Rs. Crores

Parameters	*Audited 31-Mar-21	*Audited 31-Mar-20	*Audited 31-Mar-19	Audited 31-Mar-18	Audited 31-Mar-17
Net Worth	29543.91	29,367.77	16,484.82	8,414.53	7,497.76
Total Debt	89615.05	76,794.04	58,637.64	55,020.64	32,352.77

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Net Fixed Assets	449.22	544.37	306.46	18.48	25.08
Non-Current Assets	6407.54	5,640.37	3,834.65	16,948.66	10,066.77
Cash and Cash equivalents	17883.15	19,327.95	8,606.68	8,341.61	7,732.26
Current Assets	1488.75	895.9	1,313.56	51,136.95	33,622.28
Current Liabilities	4451.22	3,436.49	1,843.89	27,295.12	18,060.91
Assets Under Management	97381.52	83,189.71	62,905.00	52,855.25	30,961.70
Interest Income	23415.30	19,369.47	15,521.57	10,422.64	6,296.80
Interest Expense	10650.85	9,801.72	8,142.73	5,628.24	3,527.19
Provisioning & Write Offs	5279.36	2249.23	619.74	712.92	342.34
PAT	84.41	380.70	3,089.27	916.76	225.34
Gross NPA (%)	6.98%	3.18%	2.45%	0.18%	0.39%
Net NPA (%)	1.98%	1.39%	1.37%	0.00%	0.22%
Tier I Capital Adequacy Ratio (%)	22.87%	29.13%	21.22%	13.71%	21.18%
Tier II Capital Adequacy Ratio (%)	1.61%	2.66%	2.80%	4.69%	9.44%

Gross Debt: Equity Ratio of the Company

Before the issue of debt securities as on 31.03.2021	3.03
After the issue of debt securities	3.05

Calculations	
Before the issue, debt-to-equity ratio is calculated as follows: -	
Debt (In Lakhs)	89615.05
Equity(In Lakhs)	29543.91
Debt/Equity	3.03
Subsequent to the issue, debt-to-equity ratio shall be calculated as follows: -	
Debt(In Lakhs)	90115.05
Equity(In Lakhs)	29543.91
Debt/Equity	3.05
*Not including any interim debt availed and considering only the current issuance.	

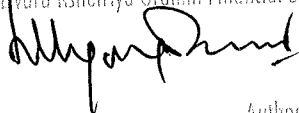
F. Project cost and means of financing, in case of funding new projects: N.A.

5.5 A Brief history of Issuer since its incorporation giving details of its following activities

A. Details of share capital as on last quarter end (being March 31, 2021):

Share Capital	Rs.
Authorised share capital:	

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i.	11,900,000 equity shares of Rs.100 each	1,190,000,000
ii.	4,000,000 compulsorily convertible preference shares of Rs.100 each	400,000,000
Total authorized share capital		1,590,000,000
Issued, subscribed and fully paid-up share capital:		
i.	108,87,144 equity shares of Rs.100 each	108,87,14,400
ii.	Total issued, subscribed and fully paid-up share capital:	108,87,14,400

B. Changes in its capital structure as on last quarter end (being March 31, 2021), for the last five years:

Date (AGM / EGM)	Existing	Revised	Remark
24/03/2017 EGM	INR 50 00 00 000	INR 80 00 00 000	NA
18/03/2019 EGM	INR 840,000,0 00	INR 1,590,000,000	NA

C. **Equity Share Capital History of the Company as on last quarter end i.e. March 31, 2021, for the last five years:**

Date of Allotment	Name of Investor	Type	No of Shares	Consideration
May 30, 2013	IFMR Rural Channels and Services Private Limited	Equity	980000	98000000
Dec 25, 2014	IFMR Rural Channels and Services Private Limited	Equity	500000	50000000
Mar 14, 2016	IFMR Rural Channels and Services Private Limited	Equity	300000	30000000
Mar 31, 2017	IFMR Rural Channels and Services Private Limited	Equity	2500000	250000000
Sep 24, 2018	IFMR Rural Channels and Services Private Limited	Equity	1038170	300000000
Apr 22, 2019	Dvara Trusteeship Services P Ltd	Equity	262750	100000000
Apr 22, 2019	Stakeboat Capital Fund- I	Equity	100	38059
Apr 22, 2019	Leapfrog Financial Inclusion India (II) Ltd	Compulsorily Convertible Cumulative Preference Shares	525499	199999665
Apr 22, 2019	Stakeboat Capital Fund- I	Compulsorily Convertible Cumulative Preference Shares	656774	249961617

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Sep 20, 2019	Leapfrog Financial Inclusion India (II) Ltd	Compulsorily Convertible Cumulative Preference Shares	315300	120000000
Sep 30, 2019	Nordic Microfinance Initiative Fund IV KS	Equity	100	38059
Sep 30, 2019	Nordic Microfinance Initiative Fund IV KS	Compulsorily Convertible Cumulative Preference Shares	1839148	699961337
Dec 22, 2020	Dvara KGFS Trust	Equity	21,438	81,59,089

Notes, if any: **N.A.**D. **Details of any Acquisition or Amalgamation in the last 1 (one) year: NIL**E. **Details of any Reorganization or Reconstruction in the last 1 (one) year: Yes, as above**

Type of Event	Date of Announcement	Date of Completion	Details
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5.6 **Details of the shareholding of the Company as on last quarter end (i.e. March 31, 2021)**A. **Shareholding pattern of the Company as on last quarter end (i.e. March 31, 2021):**

Sl.	Name of shareholder	Total no of equity shares	Percentage (%) of holding
1	Dvara Trusteeship Services Private Limited- Trustee of Dvara Trust	34,96,583	32.12
2	Accion Africa-Asia Investment Company	23,64,896	21.72
3	LeapFrog Financial Inclusion India (II) Limited	25,08,105	23.04
4	Stakeboat Capital Fund-I	6,56,874	6.03
5	Nordic Microfinance Initiative Fund IV KS	18,39,248	16.89
6	Dvara KGFS Trust	21,438	0.20
	TOTAL	1,08,87,144	100.00

Notes: Shares pledged or encumbered by the promoters (if any): None

B. **List of top 10 holders of equity shares of the Company as on last quarter end (i.e. March 31, 2021):**

Sl.	Name of shareholder	Total no of equity shares	Percentage (%) of holding	Number of shares held in demat form
1	Dvara Trusteeship Services Private Limited- Trustee of Dvara Trust	34,96,583	32.12	34,96,583

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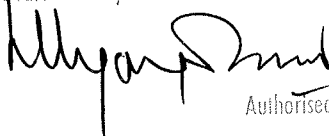
2	Accion Africa-Asia Investment Company	23,64,896	21.72	23,64,896
3	LeapFrog Financial Inclusion India (II) Limited	25,08,105	23.04	25,08,105
4	Stakeboat Capital Fund-I	6,56,874	6.03	6,56,874
5	Nordic Microfinance Initiative Fund IV KS	18,39,248	16.89	18,39,248
6	Dvara KGFS Trust	21,438	0.20	-

5.7 Following details regarding the directors of the Company:**A. Details of current directors of the Company:**

This table sets out the details regarding the Company's Board of Directors:

Sl.	Name of the Directors	Designation	Address	DIN	Director of the company since	Director in other company
1.	BINDU ANANTH	Chairman	T 2 Krishna Kutir, Door No 36, 5th Avenue, Besant Nagar, Chennai Chennai Tamil Nadu, 600090	02456029	30/01/2019	- DVARA MONEY PRIVATE LIMITED - DVARA RESEARCH FOUNDATION - DVARA SOLUTIONS PRIVATE LIMITED - NEOGROWTH CREDIT PRIVATE LIMITED - DVARA HOLDINGS PRIVATE LIMITED

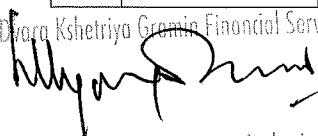
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2.	SAMIR AMRIT SHAH	Director	901 Satguru Sanskar Co Operative Housing Society Limited, No 19 TPS IV 3rd Road, Off Turner Road, Bandra West, Mumbai	00912693	01/03/2018	- NORTHERN ARC CAPITAL LIMITED - DVARA HOLDINGS PRIVATE LIMITED - DVARA RESEARCH FOUNDATION - DVARA SOLUTIONS PRIVATE LIMITED - DVARA MONEY PRIVATE LIMITED - DVARA E-REGISTRY PRIVATE LIMITED - NORTHERN ARC FOUNDATION - DVARA SMARTGOLD PRIVATE LIMITED - DVARA E-DAIRY SOLUTIONS PRIVATE LIMITED - FINREACH SOLUTIONS PRIVATE LIMITED
3.	PRANAV KUMAR	Nominee Director	50, Bayshore Road, #17-05 Bayshore Park, Singapore	07896173	30/01/2019	- NEOGROWTH CREDIT PRIVATE LIMITED - DVARA SOLUTIONS PRIVATE LIMITED
4.	ABHISHEK AGRAWAL	Nominee Director	Flat No. 403, 4th Floor, Sai Samman Plot No. 28/29, Union Park, Chembur, Mumbai MUMBAI CITY Maharashtra, 400071	06760344	30/01/2019	- SAIJA FINANCE PRIVATE LIMITED - SUB-K IMPACT SOLUTIONS LIMITED - NOMISMA MOBILE SOLUTIONS PRIVATE LIMITED - VINDHYA E-INFO MEDIA PRIVATE LIMITED - ACCIONTECHNICAL ADVISORS INDIA - DVARASOLUTIONS PRIVATE LIMITED - FTCASH FINANCE PRIVATE LIMITED - SUB-K IMPACT FINANCE PRIVATE LIMITED
5.	N.T. ARUNKUMAR	Independent	L-302, Atrium, 22,	02407722	01/02/2019	REACH NETWORKINDIA PRIVATE LIMITED



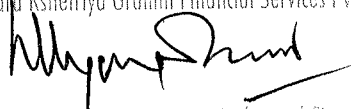
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		Director	Kalakshetra Road, Tiruvanmiyur, Chennai Chennai Tamil Nadu, 600041			- TELSTRA INDIA PRIVATE LIMITED - TELSTRA TELECOMMUNICATIONS PRIVATE LIMITED
6.	THOMAS KLUNGSO EYR	Nominee Director	Melumveien 21, Oslo, Norway – 0760	08575466	12/10/2019	NA
7.	ANISHA MOTWANI	Independent Director	House No 24, Block No. 8, South Patel Nagar, New Delhi – 110008	06943493	13/11/2019	- PRATAAP SNACKS LIMITED - WELSPUN INDIA LIMITED - ABBOTT INDIA LIMITED - SOMANY HOME INNOVATION LIMITED - INDIA SHELTER FINANCE CORPORATION LIMITED - L&T INVESTMENT MANAGEMENT LIMITED - STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED - EDELWEISS FINANCE & INVESTMENTS LIMITED - ANGEL BROKING LIMITED
8.	PARVEEN KUMAR GUPTA	Independent Director	Flat No. 1 & 2, A Wing, Skyscraper, Bhulabhai Desai Road, Mumbai – 400 026	02895343	25/05/2021	63 MOONS TECHNOLOGIES LIMITED - HIRANANDANI FINANCIAL SERVICES PRIVATE LIMITED
9.	RAMAN UBEROI	Independent Director	C 32 Kalindi Colony, New Delhi – 110065	03407353	25/05/2021	- PRINCIPAL TRUSTEE COMPANY PRIVATE LIMITED - RECEIVABLES EXCHANGE OF INDIA LIMITED

Names of the current directors of the Issuer who are appearing in the RBI defaulter list and/or ECGC default list, if any: Nil

B. Details of change in directors since last three years:

For Dvara Kshetriya Gromin Financial Services Pvt Ltd


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Name	Designation	DIN	Date of Appointment	Date of Resignation
Bama Balakrishnan	Director	06531188	19/03/2013	01/03/2018
Anuradha Shripad Nadkarni	Director	05338647	10/09/2013	30/01/2019
Krishnan Venkatesh	Managing Director	02078403	26/03/2015	22/09/2017
Devadas Mallya Mangalore	Director	01804955	26/03/2015	31/03/2017
S Viswanathan	Director	07851684	23/06/2017	21/06/2021
Samir Shah	Director	00912693	14/03/2018	
Bindu Ananth	Director	02456029	30/01/2019	
Abhishek Agrawal	Director	06760344	30/01/2019	
Pranav Kumar	Director	07896173	30/01/2019	
N T Arunkumar	Director	02407722	01/02/2019	
Vinay Subramanian	Director	0695309	30/04/2019	15/10/2019
Thomas Klungsoeyr	Director	08575466	12/10/2019	
Anisha Motwani	Director	06943493	13/11/2019	
Parveen Kumar Gupta	Director	02895343	25/05/2021	
Raman Uberoi	Director	03407353	25/05/2021	

5.8 Following details regarding the auditors of the Company:**A. Details of the auditor of the Company:**

Name	Address	Auditor since
B S R & Co. LLP	KRM Tower, 1st and 2nd Floor, No 1, Harrington Road, Chetpet, Chennai - 600 031, India	01/04/2017

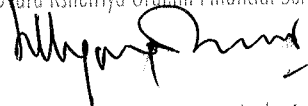
B. Details of change in auditors since last three years:

Name	Address	Date of Appointment/ Resignation	Auditor of the Company since (in case of resignation)	Remarks
Deloitte Haskins & Sells	ASV N Ramana Tower, 52, Venkatnarayana Road, T. Nagar, Chennai - 600 017	01/04/2013	31/03/2017	Nil

5.9 Details of borrowings of the Company, as on latest quarter end i.e. March 31, 2021:**A. Details of Secured Loan Facilities as on March 31, 2021:**

Facility	Institution Name	Sanction Amount	POS as of Mar'21	Maturity Date
Term Loan	Northern Arc Capital Ltd	100,000,000.00	8,576,647	5-Jul-21
Term	Fedbank Finance Services	150,000,000.00	23,076,916	1/Sep/2021

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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Loan	Limited			
Term Loan	Nabkisan Finance Limited	150,000,000.00	8,249,289	1/Jun/2021
Term Loan	Nabsamrudhi Finance Ltd	100,000,000.00	18,748,716	31/Dec/2021
Term Loan	Bank of Baroda	500,000,000.00	33,333,330	28/Feb/2021
Term Loan	Shriram City Union Finance Limited	100,000,000.00	13,079,034	5/Jul/2021
Term Loan	Utkarsh Small Bank	200,000,000.00	47,095,722	31/Oct/2021
Term Loan	Manappuram Finance Limited	100,000,000.00	19,415,810	30-Sep-21
Term Loan	Maanaveeya development & finance private limited	250,000,000.00	83,335,998	16-Oct-21
Term Loan	MAS Financial Services Limited	50,000,000.00	4,493	8-Mar-21
Term Loan	MAS Financial Services Limited	50,000,000.00	4,493	8-Mar-21
Term Loan	MAS Financial Services Limited	50,000,000.00	4,493	8-Mar-21
Term Loan	ESAF Small Finance Bank	200,000,000.00	17,682,325	26-May-21
Term Loan	Northern Arc Capital Ltd	50,000,000.00	8,054,697	25-Jun-21
Term Loan	Manappuram Finance Limited	150,000,000.00	56,841,741	31-Mar-21
Term Loan	Northern Arc Capital Ltd	50,000,000.00	7,605,555	15-Jun-21
Term Loan	Utkarsh Small Bank	100,000,000.00	39,307,408	30-Jun-22
Term Loan	Muthoot Capital Services Ltd	150,000,000.00	70,833,331	28-Aug-22
Term Loan	Axis Bank	150,000,000.00	18,750,046	24-Apr-21
Term Loan	Habitat Micro Build India Housing Finance Company Pvt Ltd	50,000,000.00	7,178,174	30-Jun-21
Term Loan	City Union Bank	75,000,000.00	17,729,719	30-Sep-21
Term Loan	Shapoorji Pallonji Finance Pvt Ltd	250,000,000.00	90,909,080	2-Apr-22
Term Loan	UCO BANK	20,416,663.00	1,944,342	31-Dec-20
Term Loan	MAS Financial Services Limited	100,000,000.00	20,833,341	25-Aug-21
Term Loan	UGRO Capital Ltd	50,000,000.00	19,093,536	3-Dec-21
Term Loan	Northern Arc Capital Ltd	50,000,000.00	18,617,849	25-Nov-21
Term Loan	MAS Financial Services Limited	30,000,000.00	9,999,998	25/Nov/2021
Term Loan	MAS Financial Services Limited	30,000,000.00	9,999,998	25/Nov/2021

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Loan				
Term Loan	MAS Financial Services Limited	40,000,000.00	13,333,326	25/Nov/2021
Term Loan	Ujjivan Small Finance Bank	150,000,000.00	66,189,475	31-Jan-22
Term Loan	Caspian Impact Investments Pvt Ltd	100,000,000.00	40,022,000	30-Sep-21
Term Loan	United Bank of India	200,000,000.00	132,043,198	31/Oct/2022
Term Loan	Northern Arc Capital Ltd	50,000,000.00	23,746,551	25-Jan-22
Term Loan	Hiranandani Financial Services Pvt Ltd	90,000,000.00	34,048,419	4-Nov-21
Term Loan	Visu Leasing and Finance Limited	100,000,000.00	51,224,149	10/Feb/2022
Term Loan	Utkarsh Small Finance Bank	100,000,000.00	38,298,131	31/Dec/2021
Term Loan	Bank of Baroda	250,000,000.00	214,285,714	30/Nov/2023
Term Loan	Fincare Small Finance Bank Ltd	100,000,000.00	40,871,838	12/Dec/2021
Term Loan	HDFC Bank Ltd	100,000,000.00	37,500,003	4/Dec/2021
Term Loan	IDFC First Bank Limited	300,000,000.00	175,000,000	31/Dec/2021
Term Loan	Maanaveeya development & finance private limited	150,000,000.00	87,499,999	11/Dec/2022
Term Loan	Muthoot Finance Ltd	40,000,000.00	6,702,714	30/Jun/2021
Term Loan	E Clear Leasing & Finance Pvt Ltd	50,000,000.00	28,862,244	28/Apr/2022
Term Loan	Federal Bank	100,000,000.00	76,666,669	28/Feb/2023
Term Loan	ESAF Small Finance Bank	150,000,000.00	114,112,735	10/May/2023
Term Loan	Nabkisan Finance Limited	150,000,000.00	112,493,785	1/Jun/2023
Term Loan	Nabsamrudhi Finance Ltd	50,000,000.00	31,250,000	31/May/2022
Term Loan	State Bank of India	800,000,000.00	656,210,000	13/Jun/2024
Term Loan	Northern Arc Capital Ltd	30,000,000.00	25,214,179	7/Aug/2023
Term Loan	Northern Arc Capital Ltd	30,000,000.00	25,214,179	7/Aug/2023
Term Loan	Northern Arc Capital Ltd	20,000,000.00	16,163,798	7/Aug/2023
Term Loan	Northern Arc Capital Ltd	30,000,000.00	25,214,179	7/Aug/2023
Term Loan	Northern Arc Capital Ltd	30,000,000.00	25,214,179	7/Aug/2023
Term Loan	Northern Arc Capital Ltd	30,000,000.00	25,214,179	7/Aug/2023

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Term Loan	Northern Arc Capital Ltd	30,000,000.00	25,859,835	7/Aug/2023
Term Loan	Caspian Impact Investments Pvt Ltd	30,000,000.00	20,005,500	7/Aug/2022
PLI	Hindhuja Leyland finance	200,000,000.00	171,535,233	30/Sep/2023
Term Loan	SIDBI	300,000,000.00	48,000,000	10/Apr/2021
Term Loan	DBS	300,000,000.00	259,090,910	1/Nov/2022
Term Loan	GSFT	100,000,000.00	79,166,666	10/Oct/2022
Term Loan	Incred	75,000,000.00	63,861,833	10/Nov/2022
Term Loan	Cholamandalam	50,000,000.00	42,266,586	6/1/2022
Term Loan	Bank of India	250,000,000.00	249,860,815	3/30/2024
Term Loan	Federal Bank	100,000,000.00	100,000,000	1/13/2024
Term Loan	Caspian Impact Investments Pvt Ltd	100,000,000.00	97,222,222	2/26/2024
Term Loan	Money Wise Finance Services Pve Ltd	50,000,000.00	50,000,000	15/Feb/2023
Term Loan	Incred	25,000,000.00	24,011,544	2/20/2023
Term Loan	Arohan Finance Services Pvt Ltd	150,000,000.00	143,721,489	2/12/2023
Term Loan	Dvara Trust	50,000,000	50,000,000	15/May/2021
Term Loan	Northern Arc Capital Ltd	250,000,000	250,000,000	28/Feb/2023
Term Loan	Nabkisan Finance Capital Ltd	150,000,000	150,000,000	17/Mar/2024
Term Loan	NABFINS Limited	150,000,000	150,000,000	30/Mar/2023
Term Loan	Muthoot Finance Ltd	80,000,000	80,000,000	24/Sep/2022
Term Loan	Maanaveeya development & finance private limited	200,000,000	200,000,000	30/Mar/2024
Term Loan	DKM Microfinance Fund	214,373,265	214,373,265	9/Mar/2024
Term Loan	IIV Microfinance Fund	471,613,332	471,613,332	4/Mar/2024
		9,871,403,260	5,733,490,954	

B. Details of Unsecured Loan Facilities as on March 31, 2021:

Facility	Institution Name	Sanction Amount	POS as of 31/03/2021	Maturity Date
Term Loan	IDFC First Bank Limited	5,00,00,000.00	5,00,00,000.00	17-May-2024
	Grand Total	5,00,00,000.00	5,00,00,000.00	

C. Details of non-convertible debentures as on last quarter end i.e. March 31, 2021:

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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Facility	Institution Name	Sanction Amount	POS of Mar'21	Maturity Date
Listed NCD	Karvy Capital Ltd - Subdebt	180,000,000	180,000,000	29/Jun/2022
Listed NCD	Karvy Capital Ltd - Subdebt	120,000,000	120,000,001	28/Jul/2022
NCD	Aditya Birla Finance Limited	150,000,000	20,833,350	25-Aug-21
NCD	Individual	1,500,000	1,499,997	31/Mar/2021
NCD	Individual	2,000,000	2,000,000	31-Mar-21
NCD	Individual	1,000,000	1,000,000	31-Mar-21
NCD	Individual	2,000,000	2,000,000	29-Feb-24
NCD	Individual	2,000,000	2,000,000	29-Feb-24
NCD	Individual	2,000,000	2,000,000	29-Feb-24
NCD	Individual	2,000,000	2,000,000	29-Feb-24
NCD	Individual	2,000,000	2,000,000	29-Feb-24
NCD	Individual	12,600,000	12,600,000	29-Feb-24
NCD	Individual	1,500,000	1,499,990	29-Feb-24
NCD	Individual	3,000,000	3,000,000	29-Feb-24
NCD	Karvy Capital Ltd	200,000,000	160,000,000	30-May-24
NCD	Individual	7,340,000	7,340,001	4-Sep-21
NCD	Individual	1,400,000	1,651,462	30/Nov/2022
NCD	Individual	1,000,000	1,000,000	30/Nov/2022
NCD	Individual	1,000,000	1,000,000	30/Nov/2022
NCD	Individual	1,000,000	1,196,242	30/Nov/2022
NCD	Individual	2,000,000	2,359,491	30/Nov/2022
NCD	Individual	1,000,000	1,000,000	30/Nov/2022
NCD	Individual	5,000,000	5,000,000	30/Nov/2022
NCD	Individual	1,100,000	1,297,576	30/Nov/2022
NCD	Individual	1,000,000	1,167,376	31/Dec/2022
NCD	Individual	1,000,000	1,167,376	31/Dec/2022
NCD	Individual	1,000,000	1,000,000	31/Dec/2022
NCD	Individual	1,000,000	1,167,376	31/Dec/2022
NCD	Individual	1,000,000	1,167,376	31/Dec/2022
NCD	Individual	2,500,000	2,918,442	31/Dec/2022
NCD	Individual	1,000,000	1,000,000	31/Dec/2022
NCD	Individual	1,000,000	1,182,168	31/Dec/2022
NCD	Individual	1,500,000	1,771,932	31/Dec/2022
NCD	Individual	1,000,000	1,167,041	31/Dec/2022
NCD	Individual	1,700,000	1,700,000	31/Dec/2022
NCD	Individual	1,000,000	1,182,168	31/Dec/2022
NCD	Individual	1,000,000	1,182,168	31/Dec/2022
NCD	Individual	1,000,000	1,182,168	31/Dec/2022
NCD	Individual	2,000,000	2,391,444	31/Dec/2022
NCD	Individual	1,000,000	1,182,168	31/Dec/2022
NCD	Individual	1,000,000	1,000,000	31/Dec/2022
NCD	Individual	1,000,000	1,000,000	31/Dec/2022
NCD	Individual	2,000,000	2,000,000	31/Dec/2022

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NCD	Individual	1,000,000	1,000,000	31/Dec/2022
NCD	Individual	2,000,000	2,000,000	25/Feb/2023
NCD	State Bank of India	250,000,000	250,000,000	25/Feb/2022
NCD	Punjab National Bank	200,000,000	200,000,000	21/Mar/2022
NCD	IDBI Trust	270,000,000	270,000,000	3/30/2023
NCD	IDBI Trust	80,000,000	80,000,000	3/30/2023
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
NCD	Individual	2,000,000	2,000,000	31/Mar/2024
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
NCD	Individual	2,000,000	2,000,000	31/Mar/2024
NCD	Individual	3,000,000	3,000,000	31/Mar/2024
NCD	Individual	3,000,000	3,000,000	31/Mar/2024
NCD	Individual	2,500,000	2,500,000	31/Mar/2024
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
NCD	Individual	2,500,000	2,500,000	31/Mar/2024
NCD	Individual	2,000,000	2,000,000	31/Mar/2024
NCD	Individual	1,000,000	1,000,000	31/Mar/2024
		1,554,140,000	1,388,807,314	

D. List of Top 10 Debenture Holder(s) as on last quarter end i.e. March 31, 2021:

Sl.	Name of the Debentureholder	Amount o/s)
1	ARVIND RAO	10820734
2	P R MOHAN	4998020
3	P R MOHAN	3665060
4	VIMLA MANMOHAN SINGH	2311440
5	USHA RAJGARHIA	2223878
6	ASHA DADOO	2189772
7	OMAM CONSULTANTS PRIVATE LIMITED	2118700
8	ATMA PRAKASH DADOO	2114966
9	JYOTI SUBARWAL	1869990
10	KANTA PANCHNANDA	1734210

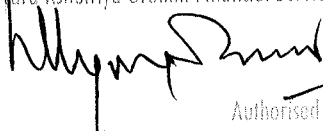
Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debentures issues) details should be provided

E. The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, group-company, etc.) on behalf of whom it has been issued. (if any):

Nil

F. Details of Commercial Paper (the total Face Value of Commercial Papers Outstanding as on the latest quarter end i.e. March 31, 2021 to be provided and its breakup in following table) : Nil

For Dvara Kshetriya Gramin Financial Services Pvt Ltd


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G. **Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on March 31, 2021: Nil**

H. **Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 5 years:**

The Company has not defaulted in payment of any interest or principal of any kind of term loans, debt securities or any other financial indebtedness, including any corporate guarantee issued by the Company, in the past 5 years

I. **Details of any outstanding borrowings taken / debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option:**

The Issuer does not have any outstanding borrowings/debt securities issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option.

5.10 Details of Promoters of the Company:

A. **Details of Promoter Holding in Company as on latest quarter end, i.e. March 31, 2021 :**

Sr No	Name of the shareholders	Total No of Equity shares	No .of shares in Demat form	Total shareholding as % of total no of equity shares	No of shares Pledged	% of shares pledged with respect to shares owned
1	Dvara Trust	34,96,583	34,96,583	32.12	NIL	NIL

5.11 **Abridged version of the Audited Consolidated and Standalone Financial Information (like Profit and Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications, if any.**

The relevant information is furnished in **Annexure IV** of the Information Memorandum.

5.12 **Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated and Standalone Financial Information and auditors' qualifications, if any:**

[Note: Financial information submitted for furnishing/ publishing half yearly or annual results shall be in line with the timelines specified in the Simplified Listing Agreement, issued vide Circular no. SEBI/IMD/BOND/1/2009/11/05, dated May 11, 2009, as amended.]

The relevant information is furnished in **Annexure IV** of the Information Memorandum

5.13 **Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event, etc.) at the time of Issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.**

The Issuer hereby declares that there has been no material event, development or change at the time of the Issue from the position as on the date of the last audited financial statements of the Issuer, which may affect the Issue or the investor's decision to invest/continue to invest in the debt securities of the Issuer

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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5.14 Names of the Debentures Trustees and Consents thereof

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

5.15 Rating Rationale(s) adopted (not older than one year on the date of opening of the Issue)/ credit rating letter issued (not older than one month on the date of opening of the Issue).

The Rating Agency has assigned ratings of ACUTE PP-MLD A- (Stable) outlook to the Debentures. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

Please refer to Annexure II for the credit rating assigned by the Rating Agency and the detailed rating rationale respectively.

Please note that the rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future. The rating agencies have a right to suspend, withdraw the rating at any time including on the basis of new information.

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

Not Applicable.

5.17 Names of all the recognized stock exchanges where the debt securities are proposed to be listed:

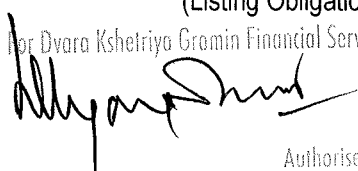
The Debentures shall be listed on the the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

5.18 Other details:**A. Debenture Redemption Reserve Creation:**

As per Section 71 of the Act, any company that intends to issue debentures must create a debenture redemption reserve to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, at present under the Companies (Issuance of Share Capital and Debentures) Rules, 2014, non-banking financial companies are exempt from this requirement in respect of privately placed debentures. Pursuant to this exemption, the Company does not presently intend to create any reserve funds for the redemption of the Debentures.

B. Issue / instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the notified rules thereunder, the SEBI Debt Listing Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the applicable RBI guidelines.

For Dvara Kshetriya Gromin Financial Services Pvt Ltd

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C. Application process:

The application process for the Issue is as provided in SECTION 8: of this Information Memorandum.

5.19 A statement containing particulars of the dates of, and parties to all material contracts, agreements:

The contracts and documents referred to hereunder are material to the Issue, and may be inspected at the registered office of the Company between 10.00 am to 4.00 pm on working days.

Sr. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Resolution dated November 4, 2020 passed by the Board of Directors authorizing issue of Debentures offered under terms of this Disclosure Document.
3	Resolution dated June 26, 2021 passed by the Debenture Committee of the Board of Directors Of Board of Directors of the Company authorizing the issue of non-convertible debentures by the Company.
4	Resolution dated 4 March 2021 passed by the shareholders of the Company authorizing the borrowing by the Company and the creation of Security, respectively
5	Copies of Annual Reports of the Company for the last three financial years.
6	Letter from the Rating Agency assigning the credit rating for the Issue.
7	Letter from the Debenture Trustee giving its consent to act as Debenture Trustee.
8	Letter from Registrar and Transfer Agent.
9	Certified true copy of the certificate of incorporation of the Company.
10	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and NSDL.
11	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.
12	Debenture Trust Deed to be executed by the Issuer and the Debenture Trustee.
13	Deed of Hypothecation to be executed by the Issuer and the Debenture Trustee.
14	Debenture Trustee Agreement to be executed by the Issuer and the Debenture Trustee.

5.20 Utilization of the Issue Proceeds

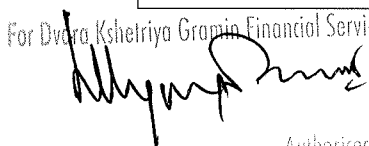
The Issuer undertakes that the proceeds of this Issue shall be used for onward lending activities of the company and shall not be utilized for the deployment of funds on its own balance sheet and not to facilitate resource requests of its group entities/parent company/associates.

The Issue shall not be utilised towards acquisition financing: viz buyback of shares/securities, purchase of shares of other companies and/or promoter contribution towards the equity capital of a company or as a bridge loan.

5.21 Issue Details

Security Name	Series A: 14.00% PP-MLD DKGFS PP-MLD 2022 Series A Series B: 14.10% PP-MLD DKGFS PP-MLD 2022 Series B Series C: 14.20% PP-MLD DKGFS PP-MLD 2022 Series C Series D: 14.75% PP-MLD DKGFS PP-MLD 2022 Series D
Issuer	Dvara Kshetriya Gramin Financial Services Private Limited
Type of Instrument	Rated, Listed, Senior, Secured, Redeemable, Taxable, Principal Protected, Market Linked, Non-Convertible Debentures

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



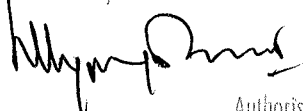
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Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Eligible/Identified Investors	As provided in Section 8.14 below
Listing	The Debentures are proposed to be listed on the WDM segment of the BSE within a maximum period of 4 (Four) trading days from the Issue closing date. In case of delay in listing of the debt securities beyond 4 (Four) trading days from the Issue closing date, the Issuer will pay penal interest of 15% (Fifteen Percent) per annum from the Deemed Date of Allotment till the listing of such Debentures. In the event that the debentures are delisted for a continuous period of 1 month, the Company shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period commencing from the Deemed Date of Allotment and expiring on the date the Debentures are listed on the WDM of the BSE.
Rating Agency	Acuite Ratings and Research Limited
Rating of Instrument	Acuite PP-MLDA- (Stable)
Valuation Agency	CARE Risk Solutions Private Limited
Issue Size	INR 50,00,00,000 (Indian Rupees Fifty Crores Only), split into following 4 (Four) Series: 10,000 Series A Debentures aggregating to Rs 10,00,00,000 (Rupees Ten Crores Only) 10,000 Series B Debentures aggregating to Rs 10,00,00,000 (Rupees Ten Crores Only) 10,000 Series C Debentures aggregating to Rs 10,00,00,000 (Rupees Ten Crores Only) 20,000 Series D Debentures aggregating to Rs 20,00,00,000 (Rupees Twenty Crores Only)
Minimum Ticket Size	Rs. 10,00,000/- (Rupees Ten Lakhs only)
Option to retain oversubscription	N.A.
Objects of the Issue	To raise senior secured debt to the extent upto Rs. 50,00,00,000/- (Rupees Fifty Crore only).
Details of the utilization of the Proceeds	The Issuer shall use the proceeds from the Issue towards onward lending activities of the Company. The Issuer undertakes that: - it shall utilize proceeds of the Issue for the deployment of funds on its own balance sheet and not to facilitate resource requests of its group entities/parent company/associates. - it shall not utilize proceeds of the Issue towards acquisition financing: viz. buyback of shares/securities, purchase of shares of other companies and/or promoter contribution towards the equity capital of a company or as a bridge loan.
Coupon Rate	As set out in Annexure V
Step Up/ Step Down Coupon Rate	N.A.
Coupon Payment Frequency	As set out in Annexure V

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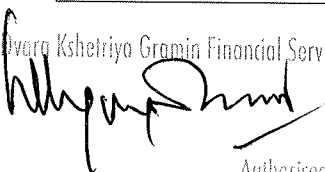
Coupon Payment Dates	As set out in Annexure V
Coupon Type	Fixed
Coupon Reset Date	Not Applicable
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor, etc.)	Not Applicable
Day Count Basis	Actual/365 If the interest payment date falls on a holiday, the payment may be made on the following working day however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security. The interest payment should be rounded to nearest rupee. If the maturity date falls on a holiday, redemption and accrued interest are payable on the immediately previous business day. The Coupon payment /Redemption date convention will be as per SEBI Circular - CIR/IMD/DF-1/122/2016 dated November 11, 2016.
Interest on Application Money	Interest at the rate of 15.00% p.a. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 1961) will be paid on Application Money to the Applicants from the date of realization of the cheques / drafts or credit through RTGS / NEFT / direct credit upto one day prior to the Deemed Date of Allotment. This is applicable for all valid applications within 5 (five) Business Days from the Deemed Date of Allotment. Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refund orders or through RTGS / NEFT / direct credit to the bank account of the Applicant as described in the Application Form.
Default Interest Rate	(a) In the event of a Payment Default (as defined in the Transaction Documents) or an Event of Default (as defined in the Transaction Documents), the Company agrees to pay a default interest rate of 2% (Two per cent) per annum above the applicable Effective Annualised Coupon Rate on the outstanding principal amounts from the date of the occurrence of the Payment Default or an Event of Default until such Payment Default or Event of Default is cured. (b) In the event of a breach of its obligations set out under the Transaction Documents, the Company agrees to pay an additional interest rate of 2% (Two per cent) per annum above the applicable Effective Annualised Coupon Rate on the outstanding principal amounts from the date of the occurrence of the breach until such breach is cured. (c) If the Company fails to create and perfect Security within 90 (ninety) days from deemed date of allotment, the Company shall pay default interest at the rate of 2% (two per cent) per annum above the Effective Annualised Coupon Rate on the outstanding principal amounts until the Security is created and perfected in accordance with the Debenture Trust Deed and Applicable Law. (d) If the Company fails to list the Debentures within the Listing Period, the Company shall pay default interest at the rate of 1% (One per cent) per annum above the Effective Annualised Coupon Rate on the outstanding principal amounts until the Debentures are listed. "Listing Period" shall mean the period of 4 (Four) trading Days from the Issue Closure The recovery of the aforesaid Default Interest Rate from the Issuer shall be without prejudice to the other remedies available against the Issuer under Applicable Law.



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Delay Penalty	In the case of a delay in the execution of Debenture Trust Deed and the Security documents, the Issuer shall refund the subscription with the agreed rate of interest or shall pay penal interest of 2% (Two Percent) per annum over the and above the applicable Effective Annualised Coupon Rate until such time the conditions have been complied with at the option of the Investor.
Prepayment and Prepayment Penalty	Any full or part of Prepayment shall be subject to the consent of the respective Debenture Holders. In case of early redemption of the Debentures, at the instance of the Issuer and post consent of respective debenture holders, on any date other than the Maturity Date and not arising due to an Event of Default, the issuer shall pay a penalty of 2% on the principal amount repaid. The issuer shall give the Debenture Trustee and the Debenture Holders at least 30 (Thirty) Calendar Days written notice prior to the date of such meeting where Debenture Holders consent for prepayment shall be sought.
Tenor	Tenor for each Series, as follows: • Series A: 15 months from the Deemed Date of Allotment • Series B: 19 months from the Deemed Date of Allotment • Series C: 24 months from the Deemed Date of Allotment • Series D: 36 months from the Deemed Date of Allotment
Redemption Date/Maturity Date	Maturity Date for each Series, as follows: • Series A: September 28, 2022 • Series B: January 28, 2023 • Series C: June 28, 2023 • Series D: June 28, 2024
Principal payment	The principal amount of the Debentures shall be payable by the Company on the Maturity Date (or earlier upon the exercise of the Put Option or Call Option), subject to adjustments on account of business day convention, in the manner set out in Annexure V (Illustration of Bond Cashflows) of this Information Memorandum.
Redemption Amount	Rs. 10,000/- (Rs. Ten Thousand Only) per Debenture on the Redemption Date/Maturity Date plus accrued Coupon if any.
Redemption Premium/ Discount	NA
Issue Price	Rs. 10,000/- (Rs. Ten Thousand Only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount	NA
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time	Not Applicable
Call Notification Time	Not Applicable
Face Value	Rs 10,000/- (Rs. Ten Thousand only) per Debenture
Minimum Application size and in multiples of 1 thereafter	100 Debentures and in multiples of 1 Debenture thereafter

For Jyoti Kshetriya Gamin Financial Services Pvt Ltd

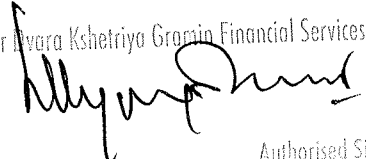


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Issue Timing	Issue/ Bid Opening Date: June 28, 2021 Issue/ Bid Closing Date: June 28, 2021 Pay-in Date: June 28, 2021 Deemed Date of Allotment: June 28, 2021
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS
Depositories	NSDL
Business Days	Means a day (other than a Sunday or a 'public holiday' for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881)) on which banks are open for business in Mumbai and Chennai.
Business Day Convention	If any Coupon Payment Date falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. If the Redemption Date/Maturity Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.

For Jyoti Kshetriya Gramin Financial Services Pvt Ltd



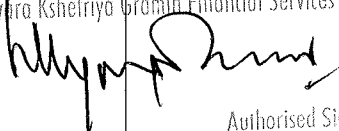
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Description Regarding Security (where applicable) including type of security (movable/immovable/tangible, etc) type of charge (pledge/hypothecation/mortgage etc.), date of creation of security/likely date of creation of security minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/Information Memorandum	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("Hypothecated Receivables") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Receivables shall at all times be equal to the value of the outstanding principal amount of the Debentures. The issuer undertakes: - to maintain the value of security at all times equal to 1.05 times or 105.0% of the aggregate amount of principal outstanding of the NCDs where at least 1.05 times or 105.0% of the security cover is from principal receivables and / or a combination of bank Fixed Deposits / Debt Mutual Funds ("Security Cover"); - to create, register and perfect the security over the Hypothecated Assets as contemplated above no later than 90 calendar days after the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("Deed of Hypothecation") and filing CHG-9 within the time period applicable; - to pay a penal interest of 2.0% (Two Percent) p.a. over the coupon date in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; - to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Monthly Hypothecated Asset Report") - to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.05 times or 105.0% the aggregate amount of principal outstanding of the NCDs where at least 1.05 times or 105.0% of the security cover is from principal receivables. - to replace any Hypothecated Receivables that become NPA with current receivables. Such replacement shall be effective within 15 (Fifteen) Business Days of the receivables becoming NPA Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee. <u>Eligibility Criteria for the Hypothecated Receivables:</u> - the receivables are existing at the time of selection and have not been terminated or pre-paid; - the receivables have not been restructured or rescheduled Pre-Covid and has currently started paying monthly dues; - all "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India;
Transaction Documents	Shall be as set out in Section 7.1 belowbelow

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Conditions Disbursement	Precedent	to	The Company will fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, prior to the Deemed Date of Allotment: - submit to the Debenture Trustee, a copy of resolution of the Company's board of directors authorizing the execution, delivery and performance of the Transaction Documents - submit to the Debenture Trustee, copies of the relevant resolutions of the shareholders of the Company in relation to the borrowing limits of the company - submit to the Debenture Trustee, a copy of the Company's constitutional documents - provide such other information, documents, certificates, opinions and instruments as the Debenture Holder may reasonably request; - execution, delivery and stamping of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee; - receipt and submission of the rating letter issued by the Rating Agency in relation to the Debentures; - receipt of consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; - submission of all 'know your customer' requirements to the satisfaction of the Debenture Trustee; - Submit to the Debenture Trustee, the audited financial statements of the Company for the Financial Year ended March 31, 2021 and provisional quarterly financial statements for the period ended September 30, 2020. - Execution of the Debenture Trustee Agreement and Debenture Trust Deed, in a form and manner satisfactory to the Debenture Trustee shall have taken place; - Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'BBB+' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; - The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that:- - 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; - the borrowing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded; - no Material Adverse Effect has occurred in the Company, and/or the business of the Company; - 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: - incumbency and signatures; - absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect; - all representations and warranties contained in this Deed are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and - the Debenture Trustee shall have received from the Company its audited account statements for the Previous Year. - Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; - Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; - The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;
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Conditions Disbursement	Subsequent	to	The Company shall comply with the following Conditions Subsequent within the timeline stipulated herein below: The Company shall fulfill the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment: - The Issuer shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of each series of Debentures within 2 Business Days from the Deemed Date of Allotment; - The issuer shall file a return of allotment of securities under Form PAS-3 under Section 42 of the Companies Act read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the Deemed Date of Allotment along with a list of the Debenture Holders and with the prescribed fee; - to create and register the Hypothecated Assets as contemplated above within 30 (Thirty) Calendar days and perfect the security over the Hypothecated Assets within 90 (Ninety) calendar days from the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("Deed of Hypothecation") and filing CHG-9 within the time period applicable - Receive final listing approval from the BSE within 4 trading days from the Deemed Date of Allotment - The Issuer shall ensure compliance with SEBI / Companies Act 2013 (as applicable) for issuance of NCDs. - the Company shall execute/provide such other information, documents, undertakings, certificates, opinions and instruments as the Debenture Trustee and the Applicants may request in connection with the transactions contemplated under this Deed and the other Transaction Documents.
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For Dvara Kshetriya Gromin Financial Services Pvt Ltd



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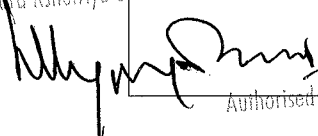
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Events of Default (including manner of voting/conditions of joining Inter Creditor Agreement)

Shall be as set out in Section 7.1 below

- i. Debenture Trustee shall take necessary action of either enforcing the Security or entering into the ICA 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.
- ii. 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 SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 on "Contribution 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 utilisation 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.
- iii. 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,
- iv. to initiate any enforcement action including without limitation under SARFAESI Act, 2002, Insolvency and Bankruptcy Code, 2016 (wherever applicable), or any other Applicable Law;
- v. Debenture Trustee shall take all such steps as provided in SEBI Circular dated SEBI/HO/DDHS/CIR/P/103/2020 June 23, 2020 which lays down Operational framework for transactions in defaulted debt securities post maturity date/ redemption date under provisions of SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

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	vi. Debenture Trustee shall take all steps for the enforcement of security in an event of default including as stated in SEBI Circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 on "Standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by Issuers of listed debt securities" ("SEBI Default)Procedure Circular") vii. Any notice for a meeting in respect of the SEBI Defaults (Procedure) Circular shall contain the details prescribed in the SEBI Defaults (Procedure) Circular, including without limitation, positive consent for signing the inter-creditor agreement, the time period within which the consent needs to be provided, and the date of meeting to be convened. viii. Any action of the Debenture Trustee in respect of the occurrence of an Event of Default and the application of the SEBI Defaults (Procedure) Circular shall be in accordance with the decision of the Debenture Holders taken at any meeting convened in accordance with this clause, subject to the exceptions (if any) set out in the SEBI Defaults (Procedure) Circular. ix. For the purposes of a meeting convened in accordance with this Clause, in accordance with the SEBI Defaults (Procedure) Circular, all decisions shall require the consent of 75% (seventy five percent) of the Debenture Holders (by value) and 60% (sixty percent) of the Debenture Holders (by numbers) at the ISIN level.
Creation of a Recovery Expense Fund	The Issuer shall create a recovery expense fund in the manner and as maybe required from time to time and inform the Debenture Trustee about the same
Conditions for breach of covenants (as specified in the Debenture Trust Deed)	Shall be as set out in Section 7.1 belowbelow (a) The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the SEBI REF Circular, in accordance with and within the timelines prescribed in the SEBI REF Circular. (b) The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents. (c) The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents. (d) On the occurrence of an Event of Default, if the Security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the SEBI REF Circular for utilisation of the Recovery Expense Fund.
Provisions related to Cross Default Clause	Shall be as set out in Section 7.1 belowbelow
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s) and such other roles and responsibilities as set out in greater detail in the Debenture Trust Deed.

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Risk Factors Pertaining to the Issue	Shall be as set out in Section 3: 'Risk Factors' While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.												
All Covenants of the Issue (including side letters, accelerated payment clause, etc.)	Shall be as set out in Section 7.1 below Section 7.1 below Section 7.1 below Section 7.1 below												
Representation and warranties	Shall be as set out in Section 7.1 below												
Illustration of Bond Cashflows	Kindly refer to Annexure V of this Information Memorandum												
Governing Law and Jurisdiction	The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Information Memorandum shall be governed by the laws of India. The courts and tribunals at Chennai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Information Memorandum.												
Reference Index	10 Year G-sec 5.85 GS 2030 (ISIN - IN0020200294)												
Coupon Type	Effective Coupon Amount is linked to the Reference Index.												
Effective Coupon Amount	$\text{Face Value} \times [(1 + \text{Effective Annualized Coupon Rate})^{(\text{Tenor in Days}/365)} - 1]$												
Effective Annualized Coupon Rate	Based on 'Reference Index Performance' corresponding 'Effective Annualised Coupon Rate Function' will be applicable as follows - For Series 1 : <table border="1"> <thead> <tr> <th>Reference Index Movement from Initial fixing level to Final fixing level</th><th>Effective Annualised Coupon Rate Function</th></tr> </thead> <tbody> <tr> <td>Reference GSec Price Movement = - 75%</td><td>0%</td></tr> <tr> <td>Reference GSec Price Movement between -75% to +75%</td><td>Annualised coupon rate yielding 14.00% XIRR</td></tr> <tr> <td>Reference GSec Price Movement = Above 75%</td><td>Annualised coupon rate yielding 14.10% XIRR</td></tr> </tbody> </table> For Series 2 : <table border="1"> <thead> <tr> <th>Reference Index Movement from Initial fixing level to Final fixing level</th><th>Effective Annualised Coupon Rate Function</th></tr> </thead> <tbody> <tr> <td>Reference GSec Price Movement = -</td><td>0%</td></tr> </tbody> </table>	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function	Reference GSec Price Movement = - 75%	0%	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.00% XIRR	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.10% XIRR	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function	Reference GSec Price Movement = -	0%
Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function												
Reference GSec Price Movement = - 75%	0%												
Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.00% XIRR												
Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.10% XIRR												
Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function												
Reference GSec Price Movement = -	0%												

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	75%	
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.10% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.20% XIRR
	For Series 3 :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.20% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.30% XIRR
	For Series 4 :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.75% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 15.15% XIRR
	Initial Fixing Level – Official closing level of Reference GSec Price as on Initial Fixing Date.	
	Final Fixing Level – Official closing level of Reference GSec Price as on Final Fixing Dates.	
	Reference GSec Price Movement (%) – [(Final Fixing Level / Initial Fixing Level) - 1]*100	
	Please refer to the Scenario Analysis contained in Section 5.24 below for further details.	
Annualized Coupon Rate	$\left[\left(\frac{\text{Face Value} + \text{Coupon Amount}}{\text{Face Value}} \right)^{\frac{1}{\text{Tenor in Days}/365}} \right] - 1$	

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Reference Index Performance	$\frac{\text{Final Fixing Level}}{\text{Initial Fixing Level}} - 1$
Initial Fixing Level	Official closing level of the Reference Index as on Initial Fixing Date
Initial Fixing Date	Deemed Date of Allotment
Final Fixing Level	Simple Average of the official closing level of the Reference Index on the Final Fixing Dates
Final Fixing Dates	Series A –September 3, 4 and 5, 2022 Series B –January 3, 4 and 5, 2023 Series C – June 3, 4 and 5, 2023 Series D –June 3, 4 and 5, 2024

Notes:

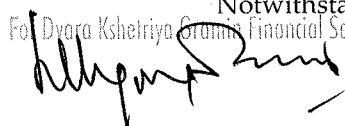
1. The list of documents which has been executed or will be executed in connection with the Issue and subscription of debt securities shall be annexed.
2. The penal interest rates mentioned above as payable by the Issuer are independent of each other.
3. While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of Offer Document/Information Memorandum in favour of the Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained, however, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.
4. Debt securities shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the debenture trustee.”; 10.2. Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s), details of security to be created and process of due diligence carried out by the debenture trustee;
5. The Company shall pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all mutually agreed costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents executed/to be executed to give effect to the creation of security for securing the Debentures and such any other expenses like advertisement, notices, letters to debenture holders, and additional professional fees/expenses that would be incurred in case of default. The remuneration of the Debenture Trustee shall be as per the offer letter No. 29163-A /ITSL/OPR/CL/21-22/DEB/321 as may be amended/modified from time to time.

5.22 Terms and conditions of Debenture Trustee Agreement and process of due diligence carried out by the Debenture Trustee

The Issuer has executed the Debenture Trustee Agreement (DTA) with the debenture trustee on June 25, 2021. Some of the key terms are as set out below:

1. The Company hereby appoints CTL as the Debenture Trustee for the benefit of and to act on behalf of the Debenture Holders of the Debentures to be issued by the Company; and CTL hereby agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related thereto, strictly in accordance with the provisions of the Transaction Documents and more particularly given in the Debenture Trust Deed. Notwithstanding anything to the contrary, the Debenture Trustee shall not act on any

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instructions of the Company and shall at all times only act in accordance with the instruction of the Debenture Holders in accordance with Debenture Trust Deed.

2. The Company will submit the required details along with the necessary documents mentioned in the checklist of the listing application to the BSE, for the purpose of listing the Debentures on the WDM of BSE, after the allotment of the Debentures, and will apply to obtain the listing approval from the BSE. A copy of the listing approval received from the BSE will be forwarded to the Debenture Trustee.
3. The Company shall *inter-alia* furnish to the Debenture Trustee the following documents:
 - i) Memorandum and Articles of Association of the Company;
 - ii) Prospectus / Information Memorandum / Disclosure Document;
 - iii) Agreement with the Registrar to Issue;
 - iv) Letters from Credit Rating Agencies about Ratings;
 - v) Details of the Depository with whom the Debentures are being held in dematerialized form;
 - vi) Transaction Documents;
 - vii) Valuation Report;
 - viii) This Debenture Trustee Agreement;
 - ix) Necessary resolution for allotment of Debentures;
 - x) Proof of Credit / Dispatch of Debenture Certificates;
 - xi) Copy of last three years' Audited Annual Reports;
 - xii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
 - xiii) Copy of the Latest Audited/ Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any;
 - xiv) the Issuer shall within 180 (one hundred eighty) days from the end of the financial year, submit a copy of the latest annual report to the Trustee;
 - xv) Debenture Trust Deed;
 - xvi) CHG 9, ROC Certificate;
 - xvii) Security documents;
 - xviii) Confirmation/Proofs of payment of interest and principal made to Debenture Holders;
 - xix) A Certificate from a practicing Chartered Accountant/ Statutory Auditor regarding utilisation of funds/issue proceeds;
 - xx) Periodical Reports on monthly basis or as may be required by the Debenture Trustee or the Debenture Holders;
 - xxi) A copy of all notices, resolutions and circulars relating to new issue of security at the same time as they are sent to shareholders/ holders of debt securities;
 - xxii) Information to be submitted to the BSE, as and when required;
 - xxiii) Beneficiary Position reports;
 - xxiv) Insurance Policies taken in the name of Debenture Trustee in respect of the Security;
 - xxv) In Principle approval for Listing of NCDs from the BSE;
 - xxvi) A copy of all information required to be provided by the Company under Applicable Law requirements to any Governmental Authority and, or, under the Listing Agreement to the BSE;
 - xxvii) Listing & Trading Permission from the BSE; and
 - xxviii) Such other documents as may be reasonably required by the Debenture Trustee.
 - xxix) Certificate issued in favour of Debenture Trustee in compliance with SEBI (Debenture Trustees) Regulations, 1993, the Debt Securities Regulations, LODR Regulations, 2015

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Service charges of Debenture Trustee are mentioned in the consent letter dated June 24, 2021

5.23 Valuation Agency

The Issuer has appointed a Valuation Agency in terms of the SEBI Guidelines. The Valuation Agency shall publish and provide to the Issuer the valuations in respect of the Debentures at such frequency as provided for in the SEBI Guidelines. The latest and historical valuations of the Debentures shall be made available on the websites of the Issuer and of the Valuation Agency.

The Issuer will incur costs as follows in connection with the valuation of the Debentures: 3 (Three) bps p.a. of the outstanding principal amount of the Debentures.

5.24 Scenario Analysis

The following table shows the value of the Debentures at maturity under different market conditions:

Series A

Scenario/ Market Condition	Price of Benchmark at Initial Fixing Level	Current YTM (Initial Fixing Level)	Assumed Price of Benchmark at Final Fixing Level	Estimated YTM (Final Fixing Level)	Return	Investment	Maturity Amount at Expected Maturity Date
Extremely rising	98.66	5.85%	>= 172.6550	>=75%	14.10%	10,000	11,795.73
Substantially rising	98.66	5.85%	<172.6550 Final Observation >=98.66	<75% Final Observation >=0%	14.00%	10,000	11,782.79
Substantially falling	98.66	5.85%	<98.66 Final Observation >= 24.6650	<0% Final Observation > -75%	14.00%	10,000	11,782.79
Extremely Falling	98.66	5.85%	<24.6650	< -75%	0.00%	10,000	10,000.00

Series B

Scenario/ Market Condition	Price of Benchmark at Initial Fixing Level	Current YTM (Initial Fixing Level)	Assumed Price of Benchmark at Final Fixing Level	Estimated YTM (Final Fixing Level)	Return	Investment	Maturity Amount at Expected Maturity Date
Extremely rising	98.66	5.85%	>= 172.6550	>=75%	14.20%	10,000	12,327.42
Substantially rising	98.66	5.85%	<172.6550 Final Observation >=98.66	<75% Final Observation >=0%	14.10%	10,000	12,344.57

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Substantially falling	98.66	5.85%	<98.66 Final Observation ≥ 24.6650	<0% Final Observation > -75%	14.10%	10,000	12,344.57
Extremely Falling	98.66	5.85%	<24.6650	< -75%	0.00%	10,000	10,000.00

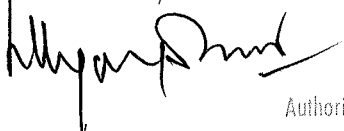
Series C

Scenario/ Market Condition	Price of Benchmark at Initial Fixing Level	Current YTM (Initial Fixing Level)	Assumed Price of Benchmark at Final Fixing Level	Estimated YTM (Final Fixing Level)	Return	Investment	Maturity Amount at Expected Maturity Date
Extremely rising	98.66	5.85%	≥ 172.6550	≥75%	14.30%	10,000	13,064.49
Substantially rising	98.66	5.85%	<172.6550 Final Observation ≥98.66	<75% Final Observation ≥0%	14.20%	10,000	13,041.64
Substantially Falling	98.66	5.85%	<98.66 Final Observation ≥ 24.6650	<0% Final Observation > -75%	14.20%	10,000	13,041.64
Extremely	98.66	5.85%	<24.6650	< -75%	0.00%	10,000	10,000.00

Series D

Scenario/ Market Condition	Price of Benchmark at Initial Fixing Level	Current YTM (Initial Fixing Level)	Assumed Price of Benchmark at Final Fixing Level	Estimated YTM (Final Fixing Level)	Return	Investment	Maturity Amount at Expected Maturity Date
Extremely rising	98.66	5.85%	≥ 172.6550	≥75%	14.20%	10,000	15,274.24
Substantially rising	98.66	5.85%	<172.6550 Final Observation ≥98.66	<75% Final Observation ≥0%	14.10%	10,000	15,115.47
Substantially falling	98.66	5.85%	<98.66 Final Observation ≥ 24.6650	<0% Final Observation > -75%	14.10%	10,000	15,115.47
Extremely	98.66	5.85%	<24.6650	< -75%	0.00%	10,000	10,000.00

For Dvara Kshetriya Gramin Financial Services Pvt Ltd

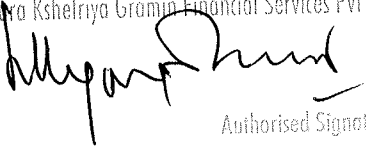


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Note: This scenario analysis is being provided for illustrative purposes only. It does not represent all possible outcomes

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SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

In case of listing of debt securities issued through private placement, the following disclosures are required to be made in terms of the Debt Listing Regulations:

- Name of the Bank declaring the entity as a Wilful Defaulter: The Issuer has not been declared as a wilful defaulter by any bank or financial institution or consortium thereof.
- The year in which the entity is declared as a Wilful Defaulter: NA
- Outstanding amount when the entity is declared as a Wilful Defaulter: NA
- Name of the entity declared as a Wilful Defaulter: NA
- Steps taken, if any, for the removal from the list of wilful defaulters: NA
- Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: NA
- Any other disclosure as specified by SEBI: NA

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SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 Transaction Documents

The following documents shall be executed in relation to the Issue ("Transaction Documents"):

- A. Debenture Trustee Agreement, which will confirm the appointment of IDBI Trusteeship Services Limited as the Debenture Trustee ("**Debenture Trustee Agreement**");
- B. Debenture Trust Deed, 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 ("**Debenture Trust Deed**");
- C. Deed of Hypothecation whereby the Issuer will create an exclusive charge by way of hypothecation over the Secured Property in favour of the Debenture Trustee to secure its obligations in respect of the Debentures ("**Deed of Hypothecation**"); and
- D. Such other documents as agreed between the Issuer and the Debenture Trustee.

The Debenture Trustee Agreement, the Debenture Trust Deed and the Hypothecation Agreement shall be executed on or prior to the Issue Closing Date.

7.2 REPRESENTATIONS AND WARRANTIES

Representations and Warranties of the Company

The representations and warranties made by the Company herein below are (a) made on the date of this Deed; and (b) unless otherwise specifically provided, shall be deemed to be repeated by the Company on and as on each day upto the Final Settlement Date, except where expressly stated to be made as of a particular date.

The Company hereby represents and warrants to the Debenture Trustee and the Debenture Holders as follows:

(a) **STATUS:**

- (i) It is a company, duly incorporated, registered and validly existing under the Applicable Law of India.
- (ii) As on date, the Company is registered with the Reserve Bank of India as a non-banking financial company (NBFC).
- (iii) It has the power to own its assets and carry on its business in substantially the same manner 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:**

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

- (i) any Applicable Law; or
- (ii) its constitutional documents; or
- (iii) any agreement or instrument binding upon it or any of its assets.

(d) **POWER AND AUTHORITY:**

- (i) The Company has the corporate power, authority and all permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its assets and to carry on its business in substantially the same manner as it is currently conducted.
- (ii) The Company is in compliance with Applicable Laws for the performance of its obligations with respect to this Issue.
- (iii) All consents, and actions of, filings with and notices to any Governmental Authority and existing shareholders and debenture holders of the Company, as may be required to be obtained by the Company in connection with the Issue has been obtained and is in full force and effect.
- (iv) It has the power to issue and allot the Debentures, and to enter into, perform and deliver, and has taken all necessary action to authorise 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
- (iv) to ensure that the obligations of the Company under the Transaction Documents to which it is a party are legal, valid, binding and enforceable

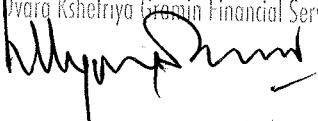
have been obtained or effected and are in full force and effect.

(f) **CORPORATE MATTERS:**

- (i) All the legal and procedural requirements specified in the constitutional documents have been duly complied with in all respects in relation to the Issue.
- (ii) The registers, and minute books (including the minutes of board and shareholders meeting) required to be maintained by the Company under Applicable Law:

A. are up-to-date and have been maintained in accordance with Applicable Law;

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- B. comprise complete and accurate records of all information required to be recorded in such books and records; and
- C. no notice or allegation that any of them are incorrect and / or should be rectified has been received.

(g) **NO DEFAULT:**

Except for the waiver provided for PAR-90 going above 6% due to covid lock-down and as intimated to the Debenture Trustee/Debenture Holders, no Event of Default or potential Event of Default has currently occurred and is continuing as of the date hereof or would 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.

(h) **RANKING:**

Each Debenture constitutes direct and unconditional and secured obligations of the Issuer. The claims of the Debenture Holders shall be superior to all the claims of equity investors/ lenders of Tier I Capital and Tier II Capital (including without limitation, any Subordinated Debt) and to all other senior creditors, who have not expressly agreed to subordinate their claims to those of other lenders of the Company except for ranking mandatorily prescribed under Applicable Law.

(i) **NO PROCEEDINGS PENDING:**

- (i) No litigation, arbitration or administrative proceedings of or before any Governmental Authority, has been made, are pending, or is threatened, in its knowledge, against the Company, the adverse determination of which may have effect on the business condition (financial or otherwise), operations, performance or prospects of the Company or that purports to affect (a) the ability of the Company to discharge the obligations in respect of the Debentures, or under the Transaction Documents and/or (b) the legality, validity, binding effect or enforceability of the Transaction Documents.
- (ii) There is no unsatisfied judgment or award passed by any court, arbitrator or other body against the Company, currently subsisting, which has not been satisfied by the Company within the time frame stipulated in such judgment or award.
- (iii) The Company has not taken any action nor has any order been passed for its winding-up, dissolution or re-organisation or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer for it or in respect of its assets.

(j) **NO MISLEADING INFORMATION:**

All information provided by the Company to the Debenture Holders for the purposes of this Issue is true and accurate in all respects as at the date it was provided or as at the date (if any) on which it is stated and is not misleading, whether by reason of omission to state a fact or otherwise.

- (k) It has disclosed all information in the Private Placement Offer cum Application Letter that is relevant for the Applicant(s) to apply for subscription of the Debentures.

(l) **COMPLIANCE WITH LAW**

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- (i) The Company has complied with all Applicable Laws and 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) The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to ROC and obtain all consents and approvals required for the completion of the Issue.
- (iii) The Company and its Group Entities have conducted and are conducting their respective businesses in all material respects in compliance with all applicable Laws including but not limited to Environmental and Social Requirements and Client Protection Laws.

(m) **ASSETS:**

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN U65991TN1984PLC010844 on the website <http://www.mca.gov.in/mcafoportal/showIndexOfCharges.do> 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 assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(n) **FINANCIAL STATEMENTS:**

- (i) The books of accounts of the Company have been fairly and properly maintained, the accounts of the Company and its subsidiaries have been prepared in accordance with Applicable Law and in accordance with the generally accepted accounting principles, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Company and its subsidiaries.
- (ii) Its financial statements most recently supplied to the Debenture Trustee were prepared in accordance with IND AS consistently applied save to the extent expressly disclosed in such financial statements.
- (iii) Its financial statements most recently supplied to the Debenture Trustee as of March 31, 2021 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.
- (iv) The books of accounts of the Company are audited by an auditor from a reputable firm of independent chartered accountants.

(o) **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 will not be deemed by a court to be unable to pay its debts within the meaning of Applicable Law, nor in any such case, will it become so in consequence of entering into this Deed.

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- (ii) The value of the assets of the Company is more than its respective liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (iii) As on the date hereof, the Company has not taken any corporate action nor has taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
- (iv) The Company by reason of actual or anticipated financial difficulties, has not commenced and does not intend to commence negotiation with one or more of its creditors with a view to rescheduling its indebtedness.
- (v) No moratorium has been, or may in the reasonable foreseeable future be, declared in respect of any Indebtedness of the Company.
- (vi) No insolvency or bankruptcy process has commenced in respect of the Company under the Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or any other law relating to insolvency and bankruptcy applicable to the Company.
- (vii) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the National Company Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.101/21.04.048/2017-18 dated February 12, 2018 on "Resolution of Stressed Assets - Revised Framework").

(p) **TAXATION MATTERS**

- (i) The Company has complied with all the requirements as specified under the respective tax laws as applicable to it in relation to returns, computations, notices and information which are or are required to be made or given by the Company to any tax authority for taxation and for any other tax or duty purposes, have been made and are correct.
- (ii) As on date, the Company has not received any written notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Company.
- (iii) The Company is not overdue in the filing of any Tax returns.

(q) **MATERIAL ADVERSE EFFECT**

The Company hereby represents that there is no Material Adverse Effect existing and that there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect on the Debentures (or on the Debenture Holder(s)) or on the ability of the Company to make the scheduled Payments in relation to the Debentures.

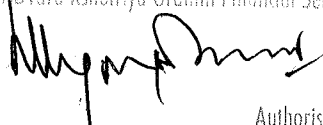
(r) **NO IMMUNITY**

Neither the Company, nor any of its assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. This Issue (and the documents to be executed in relation thereto) constitutes, and the exercise of its rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.

(s) **SECURITY**

Save and except the charge created to secure the Debentures (and any other charges disclosed to the Debenture Trustee), the Secured Property is the sole and absolute property of the Company and is free from any other mortgage, charge or encumbrance and is not subject to any *lis pendens*,

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attachment, or other order or process issued by any Governmental Authority and that the Company has a clear and marketable title to the Secured Property.

The Transaction Documents executed or to be executed, constitute and will constitute legal, valid and enforceable security interests in favour of, *inter alios* the Debenture Trustee and for the benefit of the Debenture Holder(s) on all the assets thereby secured, on a first and exclusive basis and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been or will be obtained.

(t) **ILLEGALITY**

The entry into, and performance by it of, and the transactions contemplated by the Transaction Documents is not illegal.

(u) **ANTI-MONEY LAUNDERING LAWS**

The Company and its affiliates are in compliance with all the Anti-terrorism laws, and are adhering to all regulatory requirements pertaining to Anti-terrorism and Anti-money laundering laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving them with respect to Anti-terrorism and Anti-money laundering laws is pending and, no such actions, suits or proceedings are threatened or contemplated.

(v) **NO CORRUPT PRACTICE**

Neither the Company nor its Promoter(s) or its affiliates have indulged in any corrupt practices pertaining to business such as fraud, misappropriation, embezzlement, siphoning off of financial and other resources or gains unreported in the audited financial statements and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving them with respect to such laws is pending and, no such actions, suits or proceedings are threatened or contemplated.

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.

The Company has instituted and maintain policies and procedures designed to prevent bribery and corruption by Company or its Promoters and by persons associated with them.

(w) **AUDIT**

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

(x) **GOOD BUSINESS STANDARD**

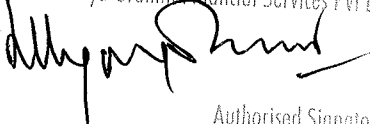
The Company in its business transactions with its shareholders, partners, managers, staff, affiliates or affiliates of such entities or persons keeps within normal, good and acceptable business standards, including transactions being on arm's length.

(y) **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, payment, interest etc.

(z) **EMPLOYEES**

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

(aa) **DISCLOSURES IN INFORMATION MEMORANDUM AND PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER**

- (i) The extent of disclosures made in the Information Memorandum and the Private Placement Offer cum Application Letter is consistent with disclosures permitted by Governmental Authorities in relation to the issue of securities made by the Company prior to the issue of the Debentures.
- (ii) The Company has disclosed all its borrowings from various banks and financial institutions in the Information Memorandum.

(bb) **COMPLIANCE WITH RBI/SEBI REGULATIONS AND THE ACT'S REQUIREMENTS**

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

(cc) **OTHER COMPLIANCES**

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

7.3 **AFFIRMATIVE COVENANTS**

The Company hereby covenants with the Debenture Trustee that until the Final Settlement Date of the Debentures, it shall (except as may otherwise be previously agreed in writing by the Debenture Trustee):

(a) **REPAYMENT**

The Company covenants with the Debenture Trustee that it shall pay to the Debenture Holder(s) the applicable Coupon, Redemption Premium (if any), the Redemption Amount and all other monies in respect of the Debentures on the Due Dates mentioned herein or earlier (in accordance with the terms of this Deed and other Transaction Documents) and shall also pay all other amounts due in respect of the Debentures as stipulated and in accordance with the Financial Terms and Conditions. The Company shall make / release all Payments due by the Company in terms of the Transaction Documents to the Debenture Holders in proportion to their dues

(b) **UTILISATION OF PROCEEDS OF DEBENTURES**

The Issue proceeds will be utilized for ongoing business operations of the Company including refinancing of existing debt.

(c) **LISTING**

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Take all steps necessary to get the Debentures listed within 4 (Four) trading days from the issue closure date. In case of a delay by the Company in listing the Debentures beyond 4 (four) calendar days from the issue closure date the Company shall make payment to the Debenture Holders of additional interest calculated on the face value of the Debentures at the rate of at least 1% (One Percent) p.a. over and above the Coupon Rate from the Deemed Date of Allotment until the listing of the Debentures.

(d) PRESERVE CORPORATE STATUS

Diligently preserve its corporate existence and status and its license to conduct business as a non-banking financial company and any other rights, licenses and franchises necessary for its obligations under the Debentures and the Transaction Documents and continue to be a validly existing organization in good standing and at all times act and proceed in relation to its affairs and business in compliance with Applicable Law.

(e) COSTS AND EXPENSES

Pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including travelling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures.

(f) INCREASED COSTS

Defend and hold the Debenture Holders, harmless from and against any and all direct losses, costs or damages incurred by it as a result of, arising from, or in connection with or relating to (i) any matter inconsistent with, or any breach of, the representations and/or warranties made by the Company in the Transaction Documents; or (ii) the non-performance (in whole or in part) by the Company of any of its covenants, obligations or agreements contained in the Transaction Documents.

(g) COMPLY WITH PROVISIONS OF SECTION 125 OF THE ACT

Comply with the provisions of Section 125 of the Act relating to transfer of unclaimed and Redemption of Debentures to Investor Education and Protection Fund ("IEPF"), if applicable to it.

(h) SECURITY

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

- (i) The Debentures shall be secured by way of a first ranking exclusive charge on the Secured Property;
- (ii) It shall perfect the Security over the Secured Property by filing Form CHG-9 with the Registrar of Companies in relation thereto within 30 (Thirty) calendar days from the Deemed Date of Allotment. In addition to the aforesaid, the Company shall also ensure that the Debenture Trustee is provided with all the information as required by the Debenture Trustee/ Debenture Holders for CERSAI filing and that the same is completed within the timelines prescribed under the Applicable Law in this regard;
- (iii) 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. PROVIDED THAT the charge on the monies lying in the Designated Proceeds Account shall be a floating charge with the intent that the Company may use the proceeds lying therein or to the credit thereof for the origination of Loans and the charging of the Receivables thereof in favour of the Debenture Trustee in accordance with the terms of the Transaction Documents and the floating charge shall convert to a fixed charge in accordance

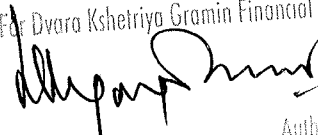
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with the terms of the Hypothecation Agreement. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance 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;

- (iv) shall at all times thereafter, ensure that the Security Cover 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 ion of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom;
- (v) shall, on 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;
- (vi) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement;
- (vii) the Hypothecated Assets shall satisfy the eligibility criteria set out in PART B- Schedule VI (Eligibility Criteria);
- (viii) 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
- (ix) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Deed;

(i) FURNISH INFORMATION TO TRUSTEE

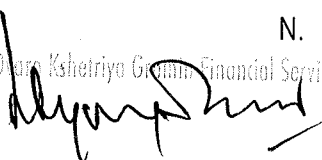
- (i) Furnish quarterly report to the Debenture Trustee and the Debenture Holder containing the following particulars: -
 - A. Updated list of the names and addresses of the Debenture Holder(s).
 - B. Details of the Coupon and principal payments to be made, but unpaid and reasons therefor;
 - C. The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company, and those grievances not yet solved to the satisfaction of the Debenture Holder(s) unresolved by the Company and the reasons for the same; and;

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- D. a statement that the assets of the Company which are available by way of security are sufficient to discharge the claims of the debenture holders as and when they become due;
- E. Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holder(s). 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 its compliance.
- F. All the borrowing from various banks and financial institutions and default, if any made by the Company in relation to such borrowing.
- G. On Quarterly basis the Debenture Trustee shall-
carry out the necessary due diligence and monitor the asset cover in the manner as may be specified by the Board from time to time.
- H. on a Half-Yearly basis-
obtain a certificate from the statutory auditor of the issuer giving the value of receivables/book debts including compliance with the covenants of the Offer Document/Information Memorandum in the manner as may be specified by the Board from time to time.
- I. Issuer hereby covenant and undertake that it shall furnish documents/information/reports/certification as required by SEBI circular SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 November 12, 2020 to the Debenture Trustee to enable the Debenture Trustee to submit to the Stock Exchange the documents within the timelines specified therein.
- J. In terms of Clause 3.2 of the SEBI Circular dated 23.06.2020, the Company hereby submits the following Bank Account details from which it proposes to pay the redemption amount and hereby pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Company hereby submits a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee.
- K. Inform and provide the Debenture Trustee with applicable documents in respect of any and all information required to be provided to the Debenture Holders under the listing agreement entered/to be entered into between the Company and the stock exchange, in case the Debentures are proposed to be listed under the the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- L. Debenture trustee shall periodical monitor the security created and other such disclosures provided by the Issuer and submit the reports/ certification to Stock Exchange(s) within the following timelines as provided under SEBI Circular SBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 03, 2020 on Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s) read with SEBI Circular- SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated November 12, 2020 on Monitoring and Disclosures by Debenture Trustee(s).
- M. Inform the Debenture Trustee of any change in the composition of its Board of Directors of the Company.
- N. such other information in relation to the Security / Secured Property that the

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Debenture Trustee may reasonably request (in a format which shall be provided by the Debenture Trustee from time to time) for the purpose of quarterly diligence by the Debenture Trustee to monitor the asset cover and shall also submit to the Debenture Trustee a certificate from the director/ managing director of the Company on quarterly basis, certifying the value of the Identified Receivables as agreed in the Debenture Documents;

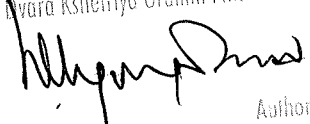
O. Redressal of Subscriber(S) Grievances;

The Company shall furnish to the Debenture Trustee details of all grievances received from the Subscriber(s)/Debenture Holders and the steps taken by the Company to redress the same. At the request of the Subscriber(s)/Debenture Holders, the Debenture Trustee shall, by notice to the Company, call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Subscriber(s)/Debenture Holders representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, call a meeting of the Subscriber(s)/Debenture Holders.

(j) **FURTHER ASSURANCES**

The Company shall:

- (i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- (ii) obtain, comply with the terms of and to do all that is necessary to maintain in full force and effect all licenses or authorisations necessary to enable it lawfully to enter into and perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence in India of the Transaction Documents;
- (iii) comply with any monitoring and/or servicing requests from Debenture Holder(s);
- (iv) Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold – more than 2% of Gross Loan Portfolio)
- (v) comply with all Applicable 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 (i) the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as may be in force from time to time during the currency of the Debentures; (ii) the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be in force from time to time during the currency of the Debentures; (iii) the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as may be in force from time to time during the currency of the Debentures (iv) Guidelines for Issue and Listing of Structured Products/Market Linked Debentures, 2011 (v) the provisions of the listing agreement entered into by the Company with the Stock Exchange, in relation to the Debentures.
- (vi) The Company shall (and it shall ensure that all of the Group Entities will) conduct their respective businesses in all material respects in compliance with all applicable Laws including but not limited to Environmental and Social Requirements and Client Protection Laws and take all reasonable steps in anticipation of known or expected future changes to or obligations under the same.

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- (vii) The Company shall promptly inform the Debenture Trustee any material breach of any Environmental and Social Requirements and provide accurate and complete information with respect to such breach and any additional information in relation thereto, in whichever form as the Debenture Trustee may request at its sole discretion. The Company shall promptly inform the Debenture Trustee, on (i) any Environmental and Social Claim and/or any Client Protection Claim being commenced against it or against any Group Entity, and (ii) any facts or circumstances which will or are reasonably likely to result in any Environmental and Social Claim and/or any Client Protection Claim being commenced or threatened against it or any Group Entity, and provide accurate and complete information with respect to such Environmental and Social Claim and/or any Client Protection Claim and any additional information in relation thereto, in whichever form as the Debenture Trustee may request at its sole discretion.
- (viii) The Company shall (and it shall ensure that the Group Entities will) abide by the Workers' Rights Requirements.

(k) **CORPORATE GOVERNANCE**

- (i) the Company shall maintain the highest standards of corporate governance in accordance with the Master Directions;
- (ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (One) independent director;
- (iii) the Company shall at all times comply with the Master Directions;
- (iv) maintain internal control for the purpose of (a) preventing fraud on monies lent by the Company; and (b) preventing money being used for money laundering or illegal purposes;
- (v) The Company shall comply with all mandatory recommendations on corporate governance and fair practices code as prescribed by the RBI.

(l) **INTERNAL CONTROL**

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

(m) **ACCESS**

The Company shall, at the cost and expense of the Company until the Final Settlement Date:

- (i) Permit the Debenture Trustee, its employees, officers, consultants, agents and nominees and the representatives of the Debenture Holder(s), to examine the relevant books and records of the Company at such times and at such intervals as the Debenture Trustee may request.
- (ii) Permit the Debenture Trustee, its employees, officers, consultants, agents and nominees, at the Company's cost and expense, and the representatives of the Debenture Holder(s), to visit and inspect any of the premises where its business is conducted and to have access to its relevant books of account and records in relation to this Issue.
- (iii) Permit, at the cost and expense of the Company, visits and inspection of books of records, documents and accounts of the Company to the Debenture Holder(s) as and when required by them.

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- (iv) Upon receipt of prior written request, permit the Lender, its officers, representatives, employees and agents, to enter upon any of the Issuer's premises or property at all reasonable times and have the right to inspect and audit its books, records, assets and properties for any purpose, the Lender may deem fit in its sole discretion, including but not limited to inspection of the Issuer's branches, head office and other centres.

(n) **VALIDITY OF TRANSACTION DOCUMENTS**

Ensure that the Transaction Documents shall be validly executed and delivered and will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Company.

(o) **FURTHER DOCUMENTS AND ACTS**

Execute all such deeds, documents and assurances and do all such acts and things including the appointment of any consultant as the Debenture Trustee may require for exercising the rights under this Deed and the Debentures for the benefit of the Debenture Holder(s).

(p) **MAKE THE RELEVANT FILINGS WITH THE REGISTRAR OF COMPANIES/SEBI/RBI**

Pursuant to the 2013 Act and the relevant rules issued thereunder, the Company undertakes to make the necessary filings of the documents mandated therein with the Registrar of Companies and/or SEBI within the timelines thereunder.

(q) **COMPLIANCE WITH LAWS**

The Company shall comply with:

- (i) The provisions of the Act and the notified rules issued thereunder, in relation to the issue of the Debentures.
- (ii) All the provisions as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, the Act and the rules issued thereunder, the provisions of the listing agreement entered into by the Company with the stock exchange in relation to the Debentures including the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations), the Issuance of Non-convertible Debentures (Reserve Bank) Directions, 2010, as amended from time to time and/or any other notification, circular, press release issued by the SEBI/RBI, from time to time.
- (iii) All the other Applicable Laws.

(r) **FINANCIAL STATEMENTS**

- (i) Submit to the Debenture Trustee and to the Debenture Holder(s)), its duly audited annual accounts (both standalone and consolidated) certified by its chief financial officer, within 120 (One Hundred and Twenty) calendar days from the close of each financial year.
- (ii) Submit to the Debenture Trustee and to the Debenture Holder(s),, its provisional/unaudited quarterly financial statements, certified by its chief financial officer, within 30 (Thirty) calendar days from the close of each of its accounting quarters.

(s) **FINANCIAL TERMS AND CONDITIONS**

At all times during the term of these presents, the Company shall comply with each of the Financial Terms and Conditions.

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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(t) **RECORDS AND INSPECTION**

The Company hereby undertakes that it shall:

- (i) keep such adequate accounting and control systems, management information systems, books of account, and other records as are required to be maintained under Applicable Laws and such accounts as are adequate to reflect truly and fairly the financial condition and results of operations and which shall contain full, true and correct entries in conformity with GAAP or accounting standard as applicable to it, consistently applied and all requirements of Applicable Law;
- (ii) at its sole cost and expense permit the Debenture Trustee, as the representative of the Debenture Holders, to enter into its premises and carry out technical, financial and legal inspections of its assets, facilities and inspect and make copies of the books of record and accounts of the Company to discuss the affairs, finances and accounts of the Company with, and be advised as to the same, by its officers.
- (iii) in the event that the auditors acting as the statutory auditors for the Company cease acting as the auditors for any reason, the Company shall promptly inform the Debenture Trustee of the reasons for such cessation and shall appoint in accordance with Applicable Law and maintain as the auditors of the Company, another reputed firm of independent chartered accountants.

(u) The Company shall notify the Debenture Trustee and Debenture Holder(s) of:

- (i) any potential Event of Default or Events of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;
- (ii) any litigation, arbitration, investigative or administrative proceedings which have been started, pending or threatened against it and which, if adversely determined, would result in Material Adverse Effect;

(v) The Company shall ensure that the Debentures are rated by the Rating Agency and continue to be rated by the Rating Agency(ies) during the tenure of the Debentures.

(w) Perform all of its respective obligations under the terms of the Transaction Documents and maintain in full force and effect each of the Transaction Documents to which it is a party.

(x) **LOSS OR DAMAGE BY UNCOVERED RISKS**

The 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.

(y) **PAYMENT OF RENTS, ROYALTIES, TAXES, ETC.**

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

(z) **DISCRETIONARY AUDIT**

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The Company agrees to the Debenture Trustee or any Person authorised by it and/or any Debenture Holder or any Person authorised by it conducting an audit on the review of collection standards, management, governance, internal systems and processes, and data integrity of the Company at any time on or prior to the Final Settlement Date. The scope of such audit shall inter alia cover visit to operational (field) areas of the Company as well as the head office and/or any regional or state level or other branch offices and discussions with employees of the Company as well as with Obligors of the Company. However, such audits shall be carried out only during the business hours of the Company and after giving a 15 (fifteen) days' notice to the Company.

(aa) **FILINGS**

If the Debentures are listed, the Company shall file with the BSE for dissemination, within 45 days from the end of half years September and March, a half- yearly communication, counter signed by the Debenture Trustee, containing inter-alia the following information:

- (i) credit rating;
- (ii) asset cover available accompanied with a half yearly certificate regarding maintenance of minimum Security Cover Ratio specified in the Hypothecation Agreement in respect of the Debentures, by either a practicing company secretary or a practicing chartered accountant, within one month from the end of the half year;
- (iii) debt to Equity ratio accompanied with a certificate of a practicing chartered accountant confirming such debt to Equity ratio;
- (iv) previous Due Date for the payment of interest/principal and whether the same has been paid or not; and
- (v) next Due Date for the payment of interest/principal.
- (vi) in accordance with Regulation 52 of the LODR Regulations, the Company shall file with the BSE the prescribed statements, financial statements and noting certificate of the Debenture Trustee within the timelines prescribed therein;
- (vii) in accordance with Regulation 52 of the LODR Regulations, the Company shall furnish to the Debenture Trustee a copy of the un-audited or audited financial results on a half yearly basis on the same day the information is submitted to stock exchanges
- (viii) in accordance with Regulation 56 of the LODR Regulations, the Company shall submit the following to the Debenture Trustee;
 - a. a copy of the annual report at the same time as it is issued and a copy of the certificate from the Company's statutory auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilized or the purpose for which such funds were intended has been achieved;
 - b. a copy of all notices, resolutions and circulars relating to any new issue of non-convertible debt securities (at the same time as they are sent to shareholders/holders of non-convertible debt securities), the meetings of holders of non-convertible debt securities (at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings);
 - c. intimations regarding any revision in the rating, any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company, any failure to create charge on the assets, and All covenants of the issue (including side letters, accelerated payment clause, etc.); and
 - d. a copy of the statement, if any filed with the BSE in compliance of Regulation 52(7) of the LODR Regulations indicating material deviations, if any, in the use of funds raised by the issue of the Debentures from the object stated in the Information Memorandum;
 - e. Debt service coverage ratio ;
 - f. Interest service coverage ratio ;
 - g. Net worth;
 - h. Net profit after tax;
 - i. Earnings per share;
 - j. A statement indicating material deviations, if any in utilisation of the proceeds of the Debentures.

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- k. To provide relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence and monitoring of Security created, the Company shall submit the following reports/ certification within the timelines mentioned below:

Reports/Certificates	Timelines for submission requirements by Company to Debenture Trustee	Timeline for submission of reports/ certifications by Debenture Trustee to stock exchange
Asset cover certificate	Quarterly basis within 30 days from end of each quarter or within such timelines as prescribed under Applicable Law	Quarterly basis within 60 days from end of each quarter or within such timelines as prescribed under Applicable Law
A statement of value of pledged securities		
A statement of value for Debt Service Reserve Account or any other form of security offered		
Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 30 days from end of each half-year or within such timelines as prescribed under Applicable Law	Half yearly basis within 60 days from end of each half-year or within such timelines as prescribed under Applicable Law.
Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor(secured by way of corporate guarantee)	Annual basis within 45 days from end of each financial year or within such timelines as prescribed under Applicable Law.	Annual basis within 75 days from end of each financial year or within such timelines as prescribed under Applicable Law.

7.4 REPORTING COVENANTS

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

Monthly Reports – within 20 (Twenty) calendar days from the end of each month

- ALM table in the RBI format
- As soon as available and in any event within 20 (twenty) calendar days after the end of each calendar month, the list of assets hypothecated under the Hypothecation Agreement in form and substance satisfactory to the Debenture Trustee and the Debenture Holders.

Quarterly Reports –

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

- financials, operations, portfolio growth and asset quality, funding in formats acceptable to the Investor;

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- 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 regarding the financial covenants in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders;
- e. 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.
 - iv. A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due.
- f. On Quarterly basis the Debenture Trustee shall carry out the necessary due diligence and monitor the asset cover in the manner as may be specified by the SEBI from time to time.
- Unaudited Financial Statements
- g. Change in Board composition
- h. Changes in accounting policy
- i. Change in senior management officials (any CXO or equivalent)
- j. List of Lenders and Loan / NCD profile
- k. Portfolio cuts including PAR data in the agreed format

Annual Reports

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

- (i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian GAAP including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof;
- (ii) a certificate of the Chief Financial Officer or a Director of the Company confirming that his or her review has not disclosed the existence of any potential Event of Default or Event of Default;
- (iii) all annual information submitted to the RBI; and
- (iv) the corporate social responsibility report confirming adherence by the Company to its corporate social responsibility policy.

Event Based Reports

- (i) As soon as available and in any event within 10 (Ten) Business Days of the occurrence of such event, the details of any change in the shareholding structure of the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders.

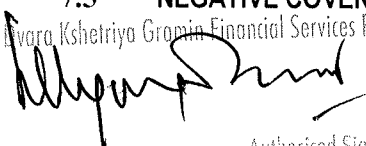
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- (ii) As soon as available and in any event within 10 (Ten) Business Days of the occurrence of such event, the details of any change in board of directors and other senior management officials like Chief Executive Officer, Chief Financial Officer/Head of Finance and Treasury, Chief Risk Officer, Chief Operations Officer/Head of Business and the Head of Audit;
- (iii) As soon as available and in any event within 10 (Ten) 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;
- (iv) 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 10 (Ten) Business Days from the occurrence of such event:
 - a. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
 - b. the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect;
 - c. the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same;
 - d. the Company makes any prepayment or receives a notice of any prepayment of any Financial Indebtedness of the Company;
 - e. the Company alters its Constitutional Documents; and
 - f. any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company.
 - g. Any fraud amounting to more than 2.0% of Gross Loan Portfolio
 - h. any new product being introduced, including a loan product or any other financial product or any new business correspondent relationship is established or discontinuance of existing relationship;
 - i. expansion of operations into any new district, city or state;
 - j. any change in a service or feature change in an existing product;
 - k. 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;
 - l. if the Company makes any material changes to the information system or loan management software, in terms of upgrade or installing a new software, other than those specifically mentioned in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;
 - m. if the Company conducts a credit check using any other credit bureau apart from the credit bureaus currently being used by the Company;
 - n. any revisions in the business plan submitted to the Debenture Trustee and/or the Debenture Holders;
 - o. any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment;

To disclose all such information as required under the the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

7.5 NEGATIVE COVENANTS

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The Company hereby covenants with the Debenture Trustee that until the Final Settlement Date, the Company shall not for so long as any amount remains outstanding under the Transaction Documents, except as may otherwise be previously agreed to in writing by the Debenture Trustee (acting upon the receipt of the prior written approval of the Majority Debenture Holder(s)), take any action in relation to the items set out in this Clause (*Negative Covenants*):

(a) **Change in Management Control**

Approve any transaction or take any corporate action which will result in a change in the Management Control of the Company.

(b) **Change in Promoter/ board of directors**

If there is any change in holding of the Promoter or control of the board (excluding Employee Stock Option) in Issuer the Company shall intimate the Debenture Trustee. If there is no response within 7 calendar days, it will be deemed as consent given by Debenture Holders. However, any other changes in control not due to new equity raise and current Promoters' holding going below 10% will have to be formally approved by Majority Debenture Holders.

(c) **Change In Managing Director**

Take any action resulting in the change of the Promoters as the Managing Director of the Company (if applicable).

(d) **Merger, Restructuring Etc.**

Engage in or undertake any corporate restructuring, by way of merger, de-merger, acquisition, restructuring or amalgamation, consolidation, scheme of arrangement or reconstruction.

(e) **Arrangement With Creditors/Shareholders**

Enter into any transaction of merger, de-merger, 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 that the compliance with this restriction would result in the Company defaulting in relation to any of its payment obligations in relation to the Debentures.

(f) **Purchase Or Redemption Of Share Capital**

Shall not purchase or redeem any of its issued share capital or reduce its share capital.

(g) **Constitutional Documents**

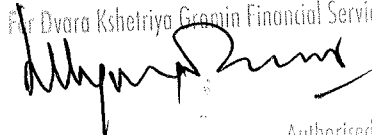
Shall not make any amendments or modifications to the Memorandum or to the Articles of Association of the Company in a manner which may have a Material Adverse Effect.

(h) **Change Of Financial Year**

The Company shall not change its financial year-end from March 31 (or such other date as may be approved by the Debenture Holders) unless required for statutory compliance.

(i) **Disposal Of Assets**

Sell, transfer, or otherwise dispose of non-financial assets / business / division in any manner whatsoever, which has the effect of exiting the business or restructuring of the existing business.

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(j) **Dividend And Buyback Of Shares**

Declare or pay any dividend to its shareholders during any financial year and/or buyback any of its shares from the present or future shareholders of the Company unless it has paid all the amounts then due and payable on the Debentures and other amounts under the Transaction Documents or has made provisions satisfactory to the Debenture Trustee for making such payments and so long as no Event of Default exists or is continuing or would result therefrom.

(k) **Change Of Business**

Undertake any new business outside of financial services or diversify or any change in the general nature and conduct or line of its business outside of financial services.

(l) **Amendments To Transaction Documents**

Shall not make any amendments, variations, waiver or modification to the provisions of the Transaction Documents.

(m) **Loans To And Investment In Group Companies**

Shall not grant any loans or borrowings including inter corporate deposits or shall not invest in any further equity of the Group Companies.

For the purposes of this sub clause, "Group Company" shall mean and include (i) any Subsidiary or Associate Company of the Company; (ii) entities wherein Promoters are also the shareholders or are on the board of directors; and (iii) entities wherein Majority Shareholder(s) holds 20% (Twenty Percent) or more share capital on a fully diluted basis.

"Majority Shareholder(s)" shall mean shareholder(s) of the Company (individually or jointly) holding more than 50% of the share capital in the Company on a fully diluted basis.

(n) **Related Party Transaction**

Without the prior written consent of the Debenture Holders, the Issuer shall not enter into or perform any related party transactions including but not limited to giving loans, inter corporate deposits or advances and investments by way of share capital or extend guarantees for such transactions. For the purpose of this Agreement, the term "related party" shall, in addition to the meaning ascribed to the term under the Companies Act, 2013, also include entities where the promoter, director, senior management (CXOs), key managerial personnel or any of their blood relative (including but not limited to mother, father, mother in law, father in law, spouse, children, siblings, son-in law, daughter-in-law) hold more than 5% stake or share in profits cumulative.

(o) **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.

(p) **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.

(q) **Joint Venture**

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Without the prior written consent of the Majority Debenture Holders:

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

(r) **Arm's Length Basis; No Profit Sharing Arrangements**

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

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

(s) **Others**

The Company shall not permit any of the Debenture proceeds to be used to fund:

- (i) 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; or
- (ii) Permit any of the Debenture proceeds to be used to fund any activity on the Exclusion List.

(t) **Objectionable Practices**

Engage in any Objectionable Practice, nor authorize or permit any other Person acting on its behalf or on behalf of such Person to do so.

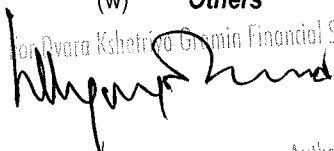
(u) **Exclusion List**

Perform or involve in any of the excluded activities as listed in the Exclusion List or finance any Person or Obligor performing any of the excluded activities as listed in the Exclusion List.

(v) **Sanctions**

Neither the Company nor any other person benefiting in any capacity, either directly or indirectly, in connection with or from the Debenture Trust Deed and/or any instruments and/or payments thereunder is included in any OFAC List or otherwise the subject or target of any Sanctions. The Company shall not, and shall require that none of its borrowers engage in any transaction, activity or conduct that would violate any Sanctions. The Company shall not use all or any part of the proceeds of the Issue for any purpose that would be in breach of any Sanctions. The Company shall require that none of its borrowers to whom any debt was made available by the Borrower utilising the proceeds of the Issue use all or any part of such debt for any purpose that would be in breach of any Sanctions.

(w) **Others**

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

(a) **Immunity**

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

(b) **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

7.6 FINANCIAL COVENANTS

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

- 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 items shall not be less than 17.00% (Seventeen Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Master Directions, whichever is higher. For the purpose of calculation of minimum capital ratio: (i) first loss credit enhancements provided by the Borrower on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. (ii) credit enhancements provided by the Borrower on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50 per cent from Tier I Capital and 50 per cent from Tier II Capital. (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.
- b. Cumulative Asset Liability mismatch should always be positive in all the buckets upto 1 year to the extent of at least 1.1x. If the said covenant is breached, then the company will have a curing period of 60 days to bring it back to the stated range.
- c. Asset Quality: Ratio of PAR-90 to Gross Loan Portfolio shall be 8% or lower from March 31, 2022 to September 30, 2022 and 6% or lower from September 30, 2022 onwards till final maturity date.

"Gross Loan Portfolio" shall include on balance sheet and off balance sheet portfolio

"Off Balance Sheet Portfolio" shall mean principal balance of loans securitized, assigned, originated on behalf of other institutions in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever

"PAR-90" shall mean the outstanding principal amount of all client loans that have one or more instalments of principal past due for more than ninety days.

"Client Loan" means each loan made by the Company as a lender.

"Loan Loss Reserves" means the portion of the Company's portfolio of client loans that has been expensed (provisioned for) in anticipation of losses due to default.

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"Gross NPA" shall have the meaning in accordance with the guidelines issued by the Reserve Bank of India.

All covenants would be tested on quarterly basis for the Company, i.e. as on 31st March, 30th June, 30th September and 31st December every year, starting from 31st March 2021 on consolidated and standalone balance sheet till the redemption of the Debentures.

Not more than 50% of the CC / OD / Working capital borrowings that are captured in the less than 1 year bucket will be assumed to be renewed for the purpose of this cumulative ALM mismatch covenant.

The covenants shall be certified by the Company within 60 (Sixty) calendar days from the end of each financial quarter.

7.7 EVENTS OF DEFAULT

If one or more of the events specified herein (hereinafter each an "**Event of Default**" and collectively, "**Events of Default**") happen(s), the Debenture Trustee may, in their discretion, and shall, upon request in writing of the Majority Debenture Holder(s) by a notice in writing to the Company take all such action, expressly or impliedly permitted under the Transaction Documents or in law:

(dd) **RATING DOWNGRADE**

If external rating by Acuite Ratings and Research Limited is downgraded below BBB- (Triple B Minus) from present rating of A-, the investor will have the right to accelerate the redemption of the Debentures and require the Issuer to mandatorily redeem the Debenture and repay the principal amount on the Debentures, along with accrued but unpaid Coupon, and all other costs, charges and expenses incurred under or in connection with the Transaction Documents and the company has to pay the amount due within 30 days of receipt of such notice. If such a payment is not made within 30 days, this will constitute an event of default.

(ee) **NON PAYMENT**

The failure to pay any amount payable under the Debentures, with a grace period of 3 (Three) calendar days in case of delays due to technical reasons, including without limitation failure to make payment of the principal amount of the Debentures and/or the Coupon and/or any other amounts due in respect of the Debentures on the Due Date(s) at the place at which and in the currency in which it is expressed to be payable.

(ff) **MISREPRESENTATION**

Any representation or warranty made by the Company in any Transaction Document delivered to the Debenture Trustee/Debenture Holders by the Company shall prove to have been incorrect, false or misleading in any respect when made or deemed made and such misrepresentation adversely affects the interest of the Debenture Holder(s) in the reasonable opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holder(s)).

(gg) **INSOLVENCY OR INABILITY TO PAY DEBTS**

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

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- (ii) Any application has been filed or proceedings have been initiated against the Company by any financial creditor or any other entities under IBC (if applicable) or under any other Applicable Law.
- (iii) Any application has been filed or proceedings have been initiated by the Company for voluntary winding up under IBC (if applicable) or under any other Applicable Law

(hh) **MATERIAL ADVERSE EFFECT**

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

(ii) **FRAUD, EMBEZZLEMENT ETC**

There shall have occurred any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Company or the funds of the Promoters or any other act having a similar effect being committed by the management or an officer of the Company.

(jj) **CROSS DEFAULT**

If the Company, in regards to any Financial Indebtedness (A) defaults in any payment of any Financial Indebtedness, or (B) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness, 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 (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or (C) due to any default or an event of default, any Financial Indebtedness of the Company may be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof.

(kk) **LIQUIDATION OR DISSOLUTION OF THE COMPANY / APPOINTMENT OF RECEIVER OR LIQUIDATOR**

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

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, insolvency, bankruptcy, administration, restructuring or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
- (ii) a composition, compromise, assignment or arrangement with any creditor of the Company;
- (iii) the appointment of a liquidator, provisional liquidator, insolvency resolution professional, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Company or any of its assets for all or any part of the undertaking of the Company;
- (iv) enforcement of any security over any assets of the Company or any analogous procedure or step is taken in any jurisdiction; or
- (v) any other event occurs or proceeding is instituted that under any Applicable Law would have an effect analogous to any of the events listed in clauses (a), (b), (c) and (d) above.

(ll) **DEPRECIATION IN SECURITY**

- (i) There is a depreciation in the value of assets offered as Security; or

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- (ii) Failure by the Company to maintain the Asset Cover as required under the Deed of Hypothecation; or
- (iii) When in the opinion of the debenture trustee the security of debenture holders is in jeopardy

(mm) **CREDITORS' PROCESS**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Company.

(nn) **SECURED PROPERTY**

Any attachment or expropriation or restraint of act of sequestration is levied on the Secured Property or any part thereof.

(oo) **TRANSACTION DOCUMENTS**

This Deed or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Company.

(pp) **UNLAWFULNESS**

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

(qq) **REPUDIATION**

The Company rescinds, repudiates any of the Transaction Documents, or purports to rescind or repudiate or evidences an intention to rescind or repudiate any of the Transaction Documents (in whole or in part).

(rr) **WINDING UP**

If a petition is filed for the winding up of the Company and the same is admitted;

(ss) **CESSATION OF BUSINESS**

The Company ceases to or threatens to cease to carry on its business or any substantial part thereof or gives notice of its intention to do so.

(tt) **EXPROPRIATION, NATIONALIZATION ETC.**

All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired by any Governmental Authority, or any Governmental Authority 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 Governmental authority.

(uu) **OFFENCES BY THE PROMOTER, MANAGEMENT ETC**

The Promoters of the Company or any of the senior management officials including Key Managerial Personnel (each as defined under the Act) being declared as a 'wilful defaulter' as defined under the applicable RBI regulations and/or the promoter and/or the any of the director(s) of the Company are

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accused of, charged with, arrested or convicted in a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter(s) and/or the director(s), including any accusations, charges and/or convictions of any offence relating to bribery.

(vv) PETITION FOR REORGANIZATION, WINDING UP

A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefits of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissed within 30 (Thirty) calendar days.

(ww) MANAGEMENT CONTROL

There shall have occurred a change in the Management Control of the Company without the prior intimation the Debenture Holder(s). Any new equity raising which results in change in the existing shareholding pattern and related change in board composition would be communicated to Debenture Holders. However, any other changes in control not due to new equity raise and current Promoters' holding going below 10% without the prior consent of the Majority Debenture Holders.

(xx) REORGANISATION, REARRANGEMENT ETC.

The Company has taken or suffered to be taken any action for re-organisation of its share capital or any rearrangement, merger or amalgamation without the prior written approval of the Debenture Holder(s).

(yy) SECURITY

Failure of the Company to register and perfect the charge created over the Secured Property within the timelines stipulated herein this Deed.

(zz) UTILISATION OF PROCEEDS OF DEBENTURES

Failure by the Company to utilise by the proceeds of the Debentures towards the Purpose.

(aaa) MATERIAL AUDIT QUALIFICATION

If there are any material audit qualification (in the sole opinion of the Debenture Trustee) by the statutory auditors of the Company.

(bbb) BREACH OF COVENANTS

Breach of any covenants under this Deed and under the Information Memorandum including under Clause 7.1 (*Affirmative Covenants*), Clause 7.2 (*Reporting Covenants*), Clause 47 (*Negative Covenants*) and Clause 48 (*Financial Covenants*).

(ccc) BREACH OF TERMS OF THE TRANSACTION DOCUMENTS

Other than as specifically provided above, the Company defaults in the performance of any other covenants, obligations, representations or warranties under these presents or any other Transaction Document, unless such default is capable of being cured and is cured within 30 (Thirty) calendar days from the date of its first occurrence.

(ddd) ALTERATION IN CONSTITUTIONAL DOCUMENTS

The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the

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Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.

(eee) **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.

(fff) **EROSION OF NET WORTH**

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

(ggg) **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.

(hhh) **THIRD PARTY OBLIGATION**

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

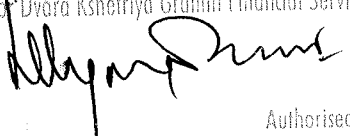
(iii) **DELISTING**

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.

7.8 CONSEQUENCES OF AN EVENT OF DEFAULT

On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Majority Debenture Holder(s), (a) upon the expiry of the cure period provided to the Company, or (b) if the cure period provided is mutually extended by the Parties hereto upon the expiry of such extended period or (c) where it is not practical to provide a cure period, then forthwith, or (d) where no cure period has been provided and the Parties mutually agree to provide for a cure period, upon the expiry of such mutually agreed cure period, the Debenture Trustee shall if so directed by the Majority Debenture Holder(s):

- (a) declare that all of the Debentures, together with accrued but unpaid Coupon, and all other costs, charges and expenses accrued or outstanding under the Transaction Documents to be immediately (or such other date as the Debenture Trustee may specify) due and payable, whereupon they shall become so due and payable;
- (b) accelerate the redemption of the Debentures and require the Company to mandatorily redeem the Debenture and repay the principal amount on the Debentures, along with accrued but unpaid Coupon, and all other costs, charges and expenses incurred under or in connection with this Deed and other Transaction Documents;

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- (c) enforce the charge over the Secured Property in accordance with the terms of the Deed of Hypothecation; and/or
- (d) exercise any and all rights specified under this Deed and/or the other Transaction Documents;
- (e) exercise such other remedies, including legal and equitable rights, as permitted or available under Applicable Law (including initiating insolvency proceedings under IBC (if applicable)) or the Transaction Documents; and
- (f) appoint any independent agency to examine and inspect the working of the Company and provide a report to the Debenture Trustee. The Company shall provide full cooperation 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.
- (g) Debenture Trustee shall take necessary action of either enforcing the Security or entering into the ICA 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.
- (h) 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 SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 on "Contribution 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 utilisation 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

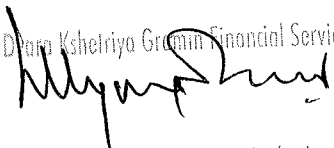
Notwithstanding any cancellation or termination pursuant to Clause 10 (*Consequences of an Event of Default*) above, all the provisions of the Transaction Documents for the benefit or protection of the Debenture Holders and their interests shall continue to be in full force and effect as specifically provided in the Transaction Documents. The Debenture Trustee shall, on being informed by the Company of the happening of any of the Event(s) of Default set out in Clause 9 (*Events of Default*) above or upon the happening of any of such Event(s) of Default coming to its notice, forthwith give written notice to the Debenture Holder(s) of the same

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For Dyara Kshetriya Gramin Financial Services Pvt Ltd

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SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, the Private Placement Offer cum Application Letter, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

8.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other Applicable Law. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other Applicable Law. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of debenture holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

8.2 Debentures held in Dematerialised Form

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate corporate action.

The list of beneficiaries as of the Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

8.3 Trustee for the Debenture Holder(s)

The Issuer has appointed IDBI Trusteeship Services Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee intend to enter/have entered into the Debenture Trust Agreement and the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trust Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trust Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

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8.4 Sharing of Information

The Issuer may, at its option, but subject to Applicable Law, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holder(s) available with the Issuer, with banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its agents shall be liable for use of the aforesaid information.

8.5 Debenture Holder not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holder(s) the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

8.6 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in the Information Memorandum which in the opinion of the Debenture Trustee is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Debentures shall require approval by the Majority Debenture Holder(s) in the manner as provided for in the Debenture Trust Deed.

For the avoidance of doubt, the following matters require the consent of Majority Debenture Holder(s), either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holder(s):

- A. Creating of any additional security; and
- B. Amendment to the terms and conditions of the Debentures or the Transaction Documents.

8.7 Right to accept or reject Applications

The Board of Directors (including a duly authorized committee thereof) reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

8.8 Notices

Any notice may be served by the Issuer/ Debenture Trustee upon the Debenture Holder(s) through registered post, recognized overnight courier service, hand delivery, e-mail or by facsimile transmission addressed to such Debenture Holder at its/his registered address, e-mail or facsimile number.

All notice(s) to be given by the Debenture Holder(s) to the Issuer/ Debenture Trustee shall be sent by registered post, recognized overnight courier service, hand delivery, email or by facsimile transmission to the Issuer or to such persons at such address/ facsimile number/ e-mail as provided in the Disclosure Document or as may be notified by the Issuer/ Debenture Trustee from time to time through suitable communication. All correspondence regarding the Debentures should be marked "Private Placement of Debentures".

Notice(s) shall be deemed to be effective (a) in the case of registered mail, 5 (Five) Business Days after posting via certified or registered mail, return receipt requested; (b) 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business day delivery (c) in the case of facsimile at the time when dispatched with a report confirming proper transmission; (d) in the case of personal delivery, at the time of delivery or (e) or in case of e-mail at the time of the sending thereof (provided no delivery failure notification is received by the sender within 24 hours of sending such email).

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8.9 Issue Procedure

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

8.10 Application Procedure

The eligible investors will be invited to subscribe during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive) by way of the Application Form prescribed in the Private Placement Offer Cum Application Letter. The Issuer reserves the right to change the Issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue will be open for subscription during the banking hours on each day from the Issue Opening Date to the Issue Closing Date (both dates inclusive).

8.11 Fictitious Application

All fictitious applications will be rejected.

8.12 Basis of Allotment

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

8.13 Payment Instructions

The Application Form should be submitted directly. The entire amount of Rs. 10,000/- (Rupees Ten Thousand only) per Debenture is payable along with the making of an application. Applicants can remit the application amount through RTGS on Pay-in Date. The RTGS details of the Issuer are as under:

Beneficiary Name:	Dvara Kshetriya Gramin Financial Services Pvt Ltd
Bank Account No.	10053622878
IFSC CODE:	IDFB0080101
Bank Name	IDFC First Bank
Branch Address:	RK Salai Branch, DBS West Minister Chennai 600004

8.14 Eligible Investors

The following categories of investors who have been specifically approached and have been identified upfront, are eligible to apply in the Issue subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form:

- A. Mutual Funds
- B. Alternative Investment Funds
- C. Non-banking financial companies
- D. Provident Funds and Pension Funds
- E. Corporates
- F. Banks

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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- G. Foreign Portfolio Investors (FPIs)
- H. Insurance Companies
- I. Investment holding companies of high net worth individuals
- J. Any other person eligible to invest in the Debentures

All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. Potential investors who are not resident in India shall also ensure compliance with conditions (including in relation to eligibility and mode of payment) as prescribed in the Foreign Exchange Management (Borrowing and Lending) Regulations, 2018 as well as the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017.

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.

8.15 Procedure for Applying for Dematerialised Facility

- A. The applicant must have at least one beneficiary account with any of the DPs of NSDL/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 Dematerialised Form".
- C. Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- D. For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- E. Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue or the Issuer, as applicable.
- 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 Holder(s) 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.

8.16 Depository Arrangements

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

8.17 List of Beneficiaries

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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.

8.18 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.

8.19 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

8.20 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. Power of Attorney to custodian
- D. Specimen signatures of the authorised signatories
- E. Registration certificate issued by RBI, SEBI or IRDAI, as applicable to the investor.
- F. Self-attested copy of PAN card
- G. Application Form (including EFT/RTGS details)

8.21 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 EFT/RTGS.

8.22 Succession

In the event of winding-up of the holder of the Debenture(s), the Issuer will recognize the liquidator or such other legal representative of the Debenture Holder(s) as having title to the Debenture(s).

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

8.23 Mode of Payment

All payments must be made through EFT/RTGS as set out in the Application Form.

8.24 Effect of Holidays

If the due date for payment of Coupon falls on a day that is not a Business Day, then the due date in respect of such payment shall be on the immediately succeeding Business Day; however, the dates of the future Coupon payments would be as per the schedule originally stipulated in **Annexure V**. In other words, the subsequent Coupon schedule would not be disturbed merely because the payment date in respect of one particular Coupon payment has been postponed because of it having fallen on non-Business Day.

If the date for performance of any event or the Maturity Date/ Redemption Date falls on a day that is not a Business Day, then the due date in respect of the performance of such event or the Maturity Date/ Redemption Date shall be paid on the immediately preceding Business Day.

8.25 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s) at the office of the R&T Agents of the Issuer at least 15 (Fifteen) calendar days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form.

If any payments under this issuance is subject to any tax deduction other than such amounts as are required as per current regulations existing as on the date of the Debenture Trust Deed, including if the Company shall be required legally to make any payment for tax from the interest/coupon payable under the Issue, ("**Tax Deduction**"), the Company shall make such Tax Deduction, and shall simultaneously pay to the Debenture Holder(s) such additional amounts as may be necessary in order that the net amounts received by the Debenture Holder(s) after the Tax Deduction shall equal the respective amounts which would have been receivable by the Debenture Holder(s) in the absence of such Tax Deduction.

8.26 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, shall be dispatched to the Investor within 2 (Two) Business Days from the Deemed Date of Allotment. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialised form, within 5 (Five) Business Days from the Deemed Date of Allotment or within such timelines as permissible under Applicable Law.

8.27 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 June 28, 2021 by which date the investors would be intimated of allotment.

8.28 Record Date

The Record Date will be 15 (Fifteen) calendar days prior to any Due Date.

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8.29 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 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, 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.

8.30 Interest on Application Money

Interest shall be payable on all application monies received at the Coupon Rate of 15% (Fifteen Percent) per annum from the date of realization of the application monies by the Issuer upto one day prior to the Deemed Date of Allotment and the same shall be paid to the relevant investors within 5 (five) Business Days from the Deemed Date of Allotment.

8.31 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.

8.32 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/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/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.

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

For Dvar Kshetriya Gromin Financial Services Pvt Ltd

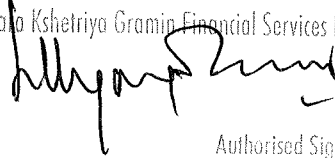

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SECTION 9: UNDERTAKING PURSUANT TO REGULATION 21B OF THE SEBI DEBT LISTING REGAULTIONS

Undertaking on Creation of Security

The Issuer hereby undertakes that the assets on which charge is proposed to be created as security for the Debentures are free from any encumbrances. The Issuer further undertakes that the charge proposed to be created is a first ranking exclusive charge and therefore no permission or consent to create a second or pari-passu charge on the assets of the Issuer is required to be obtained from any creditor (whether or not existing) of the Issuer.

For Dva Kshetriya Gramin Financial Services Pvt Ltd

Authorised Signatory

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

SECTION 10: DECLARATION

- A. The Issuer has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of the 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 Information Memorandum.

I am authorized by the Resolution of Debenture Committee of the board of directors on June 26, 2021 to be read with Resolution of the board of directors on November 4, 2020 to sign this Information Memorandum and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

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

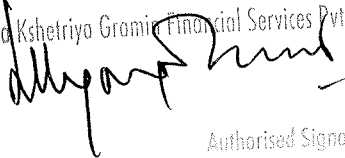
It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Information Memorandum.

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 Information Memorandum 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 Information Memorandum is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in this Information Memorandum is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

For Dvara Kshetriya Gramin Financial Services Pvt Ltd
For Dvara Kshetriya Gramin Financial Services Pvt Ltd


Authorised Signatory
Name: G Vijayakumar
Title: Chief Financial Officer
Date: June 28, 2021

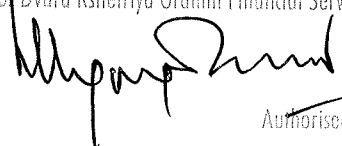
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For Dvara Kshetriya Gramin Financial Services Pvt Ltd

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ANNEXURE I: TERM SHEET

As per SECTION 5.21 Issue details

For Dvara Kshetriya Gramin Financial Services Pvt Ltd

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ANNEXURE II: RATING LETTER & RATING RATIONALE**Rating Letter - Intimation of Rating Action**

Letter issued on: June 25, 2021
 Letter Expires on: May 28, 2022
 Annual Fee valid till: May 26, 2022

**Dvara Kshetriya Gramin Financial Services
 Private Limited**
 10th Floor, Phase-I, A1, IIT-M Research park, Phase I,
 10th Floor, Kanagam Village, Taramani, Chennai

Scan this QR Code to verify
 authenticity of this rating



Kind Attn: Mr. S Viswanathan, Director (Tel. No. 9790935567) Dear Mr.

Viswanathan,

Sub.: Rating[s] Reaffirmed - Non-Convertible Debentures of Dvara Kshetriya Gramin Financial Services Private Limited

Please note that the current rating(s) and outlook, instrument details, and latest rating action for the aforementioned instrument are as under:

	Long Term Instruments	Short Term Instruments
Total Rated Quantum (Rs. Cr.)	25.00	Not applicable
Quantum of Enhancement (Rs. Cr.)	Not applicable	Not applicable
Rating	ACUTE A-	Not applicable
Outlook	Stable	Not applicable
Most recent Rating Action	Reaffirmed	Not applicable
Total Rated Quantum (Rs. Cr.)	50.00	Not applicable
Quantum of Enhancement (Rs. Cr.)	Not applicable	Not applicable
Rating	ACUTE Provisional PP MLD A-	Not applicable
Outlook	Stable	Not applicable
Most recent Rating Action	Assigned	Not applicable
Date of most recent Rating Action	June 25, 2021	Not applicable
Rating Watch	Not applicable	Not applicable

Acute reserves the right to revise the ratings, along with the outlook, at any time, on the basis of new information, or other circumstances which Acute believes may have an impact on the ratings. Such revisions, if any, would be appropriately disseminated by Acute as required under prevailing SEBI guidelines and Acute's policies.

This letter will expire on May 28, 2022 or on the day when Acute takes the next rating action, whichever is earlier. It may be noted that the rating is subject to change anytime even before the expiry date of this letter. Hence lenders / investors are advised to visit <https://www.acute.in/> OR scan the QR code given above to confirm the current outstanding rating.

Acute will re-issue this rating letter on May 29, 2022 subject to receipt of surveillance fee as applicable. If the rating is reviewed before May 28, 2022, Acute will issue a new rating letter.

Suman Chowdhury

Suman Chowdhury Chief
 Analytical Officer

Annexures: A. Details of the Rated Instrument
 B. Details of the rating prior to the above rating action

Acute Ratings & Research Limited

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www.acute.in | CIN: U74999MH2005PLC155683

For Dvara Kshetriya Gramin Financial Services Pvt Ltd

[Signature]

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**Annexure A. Details of the rated instrument**

Facilities	Scale	Previous Amt. (Rs. Cr.)	Revised Amt. (Rs. Cr.)	Ratings	Rating Action
Fund Based Facilities					
Proposed Non-Convertible Debentures	Long Term	75.00	25.00	ACUITE A-/Stable	Reaffirmed
Proposed Non-Convertible Debentures	Long Term		50.00	ACUITE A-	Withdrawn
Proposed PP-MLD Non-Convertible Debentures	Long Term	-	50.00	ACUITE Provisional PP-MLD A-/Stable	Assigned
Total Fund Based Facilities		75.00	75.00		
Total Facilities		75.00	75.00		

Annexure B. Details of the rating prior to the above rating action

	Long Term Instruments	Short Term Instruments
Previous Rated Quantum	75.00	Not applicable
Rating	ACUITE A-	Not applicable
Outlook	Stable	Not applicable

DISCLAIMER

An Acuite rating does not constitute an audit of the rated entity and should not be treated as a recommendation or opinion that is intended to substitute for a financial adviser's or investor's independent assessment of whether to buy, sell or hold any security. Acuite ratings are based on the data and information provided by the issuer and obtained from other reliable sources. Although reasonable care has been taken to ensure that the data and information is true, Acuite, in particular, makes no representation or warranty, expressed or implied with respect to the adequacy, accuracy or completeness of the information relied upon. Acuite is not responsible for any errors or omissions and especially states that it has no financial liability whatsoever for any direct, indirect or consequential loss of any kind arising from the use of its ratings. Acuite ratings are subject to a process of surveillance which may lead to a revision in ratings as and when the circumstances so warrant. Please visit our website (www.acuite.in) for the latest information on any instrument rated by Acuite, Acuite's rating scale and its definitions.

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Press Release

Dvara Kshetriya Gramin Financial Services Private Limited

June 25, 2021



Rating Reaffirmed & Assigned

Total Facilities Rated*	Rs. 350.00 Cr.
Total Bank Facilities	Rs. 250.00 Cr.
Long Term Rating	ACUITE A-/ Stable [Reaffirmed]
Proposed Non-Convertible Debentures	Rs. 25.00 Cr.
Long Term Rating	ACUITE A-/ Stable [Reaffirmed]
Proposed Non-Convertible Debentures	Rs. 50.00 Cr.
Long Term Rating	ACUITE A- [Withdrawn]
Proposed PP-MLD	Rs. 50.00 Cr.
Long Term Rating	ACUITE Provisional PP-MLD A-/ Stable [Assigned]
Proposed Commercial Paper	Rs. 25.00 Cr.
Short Term Rating	ACUITE A2+ [Reaffirmed]

*Refer annexure for details

Rating Rationale

Acuite has reaffirmed the long term rating of 'ACUITE A-' (read as ACUITE A minus) on the Rs. 250.00 Cr. bank facilities of Dvara Kshetriya Gramin Financial Services Private Limited (Dvara KGFS). The outlook is 'stable'.

Acuite has reaffirmed the long term rating of 'ACUITE A-' (read as ACUITE A minus) on the Rs. 25.00 Cr. proposed non-convertible debentures of Dvara Kshetriya Gramin Financial Services Private Limited (Dvara KGFS). The outlook is 'stable'.

Acuite has withdrawn the long term rating of 'ACUITE A-' (read as ACUITE A minus) on the Rs. 50.00 Cr. proposed non-convertible debentures of Dvara Kshetriya Gramin Financial Services Private Limited (Dvara KGFS).

Acuite has assigned the short term rating of 'ACUITE A2+' (read as ACUITE A two plus) on the Rs. 25.00 Cr. proposed commercial paper program of Dvara Kshetriya Gramin Financial Services Private Limited (Dvara KGFS).

Further, Acuite has assigned the long term rating of 'ACUITE Provisional PP-MLD A-' (read as ACUITE Provisional Principal Protected Market Linked Debentures A minus) on the Rs. 50.00 Cr. proposed principal protected market linked non-convertible debentures of Dvara Kshetriya Gramin Financial Services Private Limited (Dvara KGFS). The outlook is 'stable'.

The rating on the Rs. 50.00 cr. proposed PP-MLD NCD issue of Dvara KGFS is provisional and the final rating is subject to:

- Appointment of SEBI registered debenture trustee
- Execution of signing of Trust Deed
- Receipt of final term sheet and confirmation from trustee regarding the compliance with all the terms and conditions of term sheet.

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The rating factors in Dvara KGFS's experienced management, support from marquee investors, diversified and strong resource raising ability, the rating factors in continuous support of founder-promoter Dvara Trust (erstwhile IFMR Trust). The rating also takes into consideration Dvara KGFS's established presence in its areas of operations and demonstrated growth of its AUM which stood at Rs. 1,107.79 Cr. as on March 31, 2021. The rating also factors in the company's healthy capitalization levels marked by Capital Adequacy Ratio (CAR) of 24.49 percent as on March 31, 2021 (provisional) and has demonstrated the ability to attract funding from Banks and NBFC/FI's as reflected in Dvara KGFS's diversified funding profile. The company has maintained a conservative leverage of 3.03 times as on March 31, 2021.

These strengths are partially offset by relatively geographically concentrated portfolio in the state of Tamil Nadu with ~73.66 percent of the AUM as on March 31, 2021. Acuite notes the inherent risks in nature of the microfinance business accentuated by the economic impact of COVID-19, rendering the portfolio vulnerable to asset quality risks. Acuite understands that Dvara KGFS had granted blanket moratorium to its borrowers from April to August 2020. Against this backdrop, weakening in asset quality is seen with GNPA at 7.73 percent as on March 31, 2021. Dvara KGFS has restructured its loan book of ~Rs. 29.33 Cr. in the month of February and March 2021 under RBI restructuring framework and has provided for provisions to mitigate some of the asset quality risks.

About Dvara KGFS

Chennai based, Dvara Kshetriya Grameen Financial Services Private Limited (previously Pudhuvaru Financial Services Private Limited) is a non-deposit taking, systemically important non-banking finance company ('NBFC-ND-SI'). The company is co-founded by Ms. Bindu Ananth, chairperson of Dvara Trust and Dvara KGFS. Dvara KGFS is promoted by Dvara Trust (erstwhile IFMR Trust) which holds ~32.12 percent of shareholding as on January 31, 2021, the rest is held by Accion International, LeapFrog Investment, Stakeboat Capital and Nordic Microfinance Initiative. Dvara KGFS is engaged in extending loans and financial products. It majority provides loans under Joint Liability Group (JLG) model and also provides micro-enterprise loans, personal loans, jewel loans, consumer loans and crop loans.

Dvara KGFS operates through its network of 309 branches spread across 6 states as on March 31, 2021.

Analytical Approach

Acuite has considered the standalone business and financial risk profile of Dvara KGFS to arrive at the rating.

Key Rating Drivers

Strengths

• Experienced management team supported by diverse and reputed investors

Dvara KGFS commenced its operations in 2008, under the name Pudhuvaru Financial Services Private Limited and was later re-branded as Dvara KGFS in 2018. The company offers a range of financial services and loan products under its 'Wealth Management Approach' through its branch based Kshetriya Gramin model. Dvara KGFS has presence in 53 districts with a network of 309 branches having an AUM of Rs. 1,107.79 Cr. as on March 31, 2021.

Dvara KGFS's management team has vast experience in the field of microfinance, social transformation and banking. The board is led by Ms. Bindu Ananth (Chairperson) and Mr. Samir Shah (Director). Ms. Bindu is the co-founder and Chairperson of Dvara Trust. She was Board Chair of Northern Arc Capital from 2009 – 2018. Ms. Bindu also acquired experience in microfinance segment while her stint at ICICI Bank. Mr. Samir was ex-Managing Director & CEO at NCDEX and has around two decades of experience at Thomson Reuters where he held positions in various capacities including the position of the Global Head of Business Planning and Operations; he also led Reuters' India operations as the Managing Director in South Asia. The board is also supported by independent directors like Mr. S Viswanathan a senior banking professional with around four decades of experience in Credit Risk, Corporate Banking, Stressed Asset Management, Private Banking and Compliance. He has led the Private Banking vertical, the Mid Corporate segment and Compliance at ING Vysya Bank. The investors also have board representations and Dvara KGFS benefits from their expertise.

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The management has demonstrated its ability to attract funding in the form of Equity, CCPS from marquee investors like Accion International, Leapfrog Investment, Stakeboat Capital and Nordic Microfinance Initiative. These investors held around 67.68 percent of total shareholding as on January 2021 and rest 32.32 percent is held by founder-promoter Dvara Trust. The company has raised capital amounting to Rs. 137 Cr. during FY2020.

Acuite believes that the company's growth prospects will be supported by the management's experience in the industry, along with their demonstrated track record of resource raising ability.

▪ Adequate financial position with diversified funding mix

Dvara KGFS's capital structure is marked by networth of Rs. 293.68 Cr. as on March 31, 2020 (Rs. 164.85 Cr. as on March 31, 2019) and a gearing of 2.61 times as on March 31, 2020 (3.56 times as on March 31, 2019). The improvement in networth is on account of capital infusion of Rs. 137 Cr. in FY2020. As on March 31, 2021 the networth stood at Rs. 295.44 Cr. with gearing levels at 3.03 times. The company has adequate capitalization levels marked by Capital Adequacy Ratio (CAR) at 24.49 percent as on March 31, 2021 (provisional). Dvara KGFS has strong lender profile comprising Banks and NBFC/FIs, with total debt of Rs. 606.83 Cr. outstanding as on February 28, 2021. Dvara KGFS's borrowing profile comprised Term loans (77.46 percent), NCD's (17.59 percent) and Sub-debt (4.94 percent) as on February 28, 2021. The ability to raise debt for microfinance activities remains challenging due to a very selective and cautious approach adopted by Banks and NBFC/FIs. However, Dvara KGFS has demonstrated access to funding from both banks and large NBFC/FIs as reflected in its sanctions to the tune of around Rs. 280 Cr. as on February 2021.

Acuite believes that the company's comfortable capitalization levels along with demonstrated resource raising ability will support its growth plans over the medium term.

▪ Healthy growth in AUM

Dvara KGFS commenced its operations in 2008, in Tamil Nadu. Over the years the company has expanded its presence by further penetration in Tamil Nadu and expanding into new states like Odisha, Karnataka and Uttarakhand. In addition to organic growth, in FY2019 Dvara KGFS acquired the business of Varam Capital Private Limited an existing NBFC-MFI to expand its presence in the state of Chhattisgarh. The company disbursed loans amounting to around Rs. 669 Cr. in FY2021. Dvara KGFS's AUM has grown from Rs. 679.73 Cr. as on March 31, 2019 to Rs. 1,107.79 Cr. as on March 31, 2021. The AUM of Rs. 1,107.79 Cr. comprised owned portfolio of Rs. 825.37 Cr. (74.51 percent of AUM) and off book exposure of Rs. 282.42 Cr. (25.49 percent of AUM). Dvara KGFS takes off book exposure through Business Correspondence (BC), Direct Assignment (DA) and Pass through Certificate (PTC) transactions. Dvara KGFS has BC partnership with Axis Bank, ESAF Small Finance Bank, MAS Financial Services and Northern Arc Capital. The company also entered into DA & PTC transactions in FY2020 and FY2021.

Acuite expects Dvara KGFS to maintain the growth momentum in a sustainable manner while diversifying its geographical reach.

Weaknesses

▪ Moderation in asset quality

Dvara KGFS largely extends JLG loans and micro enterprise loans which comprise 86.04 percent and 9.48 percent of the AUM respectively as on March 31, 2021. The operations of Dvara KGFS are spread across the states of Tamil Nadu, Odisha, Karnataka, Uttarakhand, Chhattisgarh and Jharkhand. The company's AUM stands at Rs. 1,107.79 Cr. as on March 31, 2021 which grew from Rs. 982.74 Cr. as on March 31, 2020 and from Rs. 679.73 Cr. as on March 31, 2019. Dvara KGFS mainly operates in rural and semi-urban centers with agriculture and allied activities accounting for around 41.78 percent of the AUM as on March 31, 2021. Acuite notes the inherent risks in nature of the microfinance business accentuated by the economic impact of COVID-19, rendering the portfolio vulnerable to asset quality risks. Acuite understands that Dvara KGFS had granted blanket moratorium to its borrowers from April to August 2020. Against this backdrop, weakening in asset quality is seen with PAR 30+ dpd rising to 11.38 percent and Gross Non-Performing Asset (GNPA) at 7.73 percent as on March 31, 2021 as compared to PAR 30+ dpd at 3.33 percent and GNPA at 3.18 percent as on March 31, 2020. Dvara KGFS has restructured its loan book of

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~29.33 Cr. in the month of February and March 2021 under RBI approved restructuring framework and had also introduced a scheme to help selective borrowers with small ticket top-up/emergency loans. These steps along with collection efforts has aided in improvement in collection efficiency (against scheduled demand for current month) at 98.99 percent as on March 31, 2021 but the total collection efficiency (including overdues) remained low at 50.21 percent during the same period. Dvara KGFS has made provisions to mitigate some of the asset quality risks.

Acuite believes Dvara KGFS's ability to demonstrate growth in loan assets while containing asset quality risks in the light of continuously evolving scenario will be crucial.

• Earnings Profile

With growth in its AUM, Dvara KGFS's Net Interest Income (NII) improved to Rs. 106.54 crore in FY2020 from Rs. 78.08 crore in FY2019. NII for FY2021 improved to Rs. 135.96 Cr. Net Interest Margin (NIM) improved to 13.70 percent for FY2020 from 12.63 percent for FY2019. NIM further marginally improved to 13.88 percent for FY2021. The company's PBT however declined to Rs. 5.39 Cr. as on March 31, 2020 from Rs. 16.13 Cr. as on March 31, 2019 on account of increased operating expenses and impairment loss allowance (provisions) of Rs. 21.77 Cr. during FY2020. The company continued to provide for higher impairment loss allowance (provisions) for FY2021 at around Rs. 50 Cr. on account of increase in GNPA, resulting in lower PBT of Rs. 0.61 Cr. as on March 31, 2021. Dvara KGFS's acquisition of Varam Capital and on-going branch expansions resulted in high operating costs as reflected in operating expenses to earning assets percentage at 9.08 percent for FY2020 and 8.60 percent for FY2019. Opex for FY2021 further marginally improved to 8.04 percent. The decline in profit margins as described above coupled with increase in loan book resulted in decline in Return on Average Assets (RoAA) of Dvara KGFS to 0.07 percent for FY2021 from 0.42 percent for FY2020 and from 4.29 percent for FY2019.

Acuite believes the inherent risks of microfinance industry including exposure to marginalized borrowers have been exacerbated by localized lockdowns and economic disruptions in the wake of second wave of Covid-19. In this regard, the movement of delinquencies across different time buckets and its resultant impact on profitability metrics due to higher provisioning requirements would remain key monitorables.

• Geographic concentration; susceptibility to risks inherent to microfinance segment

Dvara KGFS has its operations spreads across 6 states spanning 53 districts through its branch network of 309 branches as on March 31, 2021, despite the expansion geographic concentration of loan portfolio was seen in the state of Tamil Nadu with around 73.66 percent of the AUM as on March 31, 2021 followed by Odisha with 9.54 percent and Karnataka with 7.52 percent, the rest of the states Uttarakhand, Chhattisgarh and Jharkhand comprised 9.28 percent of the AUM. In term of district-wise concentration the top 5 districts comprised 161 branches (out of 309 branches) with 57.47 percent of the total AUM outstanding as on March 31, 2021, reducing from 61.61 percent of total AUM outstanding as on March 31, 2020. Dvara KGFS has been gradually reducing its exposure to geographic concentration with addition of new branches in different districts and venturing in new states. The company started its operations in Karnataka in FY2019 and in Chhattisgarh and Jharkhand during FY2020.

Given the wider coverage of the virus across semi urban and rural areas in amidst second wave of covid, the risks of a sharper impact on the lives and livelihoods of the microfinance borrower is higher in the near term hence, the company's performance is expected to remain exposed to the occurrence of such events. Besides geography, the company will be exposed to any changes in the regulatory framework. The current lockdowns and economic disruptions might affect the credit profile of Dvara KGFS's borrowers which in turn could affect the company's earning profile.

Acuite believes that containing additional slippages while maintaining the growth in the loan portfolio and reducing geographic concentration will be crucial.

Rating Sensitivity

- Impact of natural calamities like Covid-19 on ongoing operations
- Movement in collection efficiency and asset quality

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- Movement in liquidity buffers
- Movement in profitability metric
- Changes in regulatory environment

Material Covenants

Dvara KGFS is subject to covenants stipulated by its lenders/investors in respect of various parameters like capital structure, asset quality, among others.

Liquidity: Adequate

Dvara KGFS's overall liquidity profile remains adequate with no negative cumulative mismatches in near to medium term as per ALM dated March 31, 2021. The company has maintained unencumbered Cash and bank balances of Rs. 94.96 Cr., as on March 31, 2021. The borrowing profile of Dvara KGFS of Rs. 606.82 Cr. as on February 28, 2021 (provisional) comprised Term loans (77.46 percent), NCD's (17.59 percent) and Sub-Debt (4.94 percent). As per ALM statement, the company has debt servicing obligations of around Rs. 483 Cr. over the period of one year. Dvara KGFS's borrowing (including term loans and NCD) tenure generally ranges between 2 to 6 years, with average maturity between 2.5 to 3 years, while the company provides loans (JLG loans) having a tenure of 1 to 2 years. Dvara KGFS's scheduled collection efficiency (demand due for current month) for January, February and March 2021 were 96.83 percent, 97.59 percent and 98.99 percent respectively.

Outlook: Stable

Acuite believes that Dvara KGFS will maintain a 'Stable' outlook over the near to medium owing to established track record of management in lending and their resource raising ability along with demonstrated growth in loan portfolio. The outlook may be revised to 'Positive' in case of higher than envisaged growth in loan portfolio while improving profitability and asset quality metrics. Conversely, the outlook may be revised to 'Negative' in case of any deterioration in asset quality or profitability metrics or in case of any deterioration in capital structure or capitalization levels.

About the Rated Entity - Key Financials

Particulars	Unit	FY21 (Actual)	FY20 (Actual)
Total Assets	Rs. Cr.	1206.41	1074.75
Total Income*	Rs. Cr.	138.78	110.22
PAT	Rs. Cr.	0.84	3.81
Networth	Rs. Cr.	295.44	293.68
Return on Average Assets (RoAA)	(%)	0.07	0.42
Return on Net Worth (RoNW)	(%)	0.28	1.66
Total Debt/Tangible Net Worth (Gearing)	Times	3.03	2.61
Gross NPA's	(%)	7.73	3.18
Net NPA's	(%)	1.94	1.12

* Total income equals to Net interest income plus other income

Status of non-cooperation with previous CRA (if applicable)

Not Applicable

Any other information

Not Applicable

Applicable Criteria

- Default Recognition - <https://www.acuite.in/view-rating-criteria-52.htm>

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- Non-Banking Financing Entities - <https://www.acuite.in/view-rating-criteria-44.htm>
- Financial Ratios and Adjustments - <https://www.acuite.in/view-rating-criteria-53.htm>
- Commercial Paper - <https://www.acuite.in/view-rating-criteria-54.htm>

Note on complexity levels of the rated instrument
<https://www.acuite.in/view-rating-criteria-55.htm>

Rating History (Upto last three years)

Date	Name of Instrument / Facilities	Term	Amount (Rs. Cr.)	Ratings/Outlook
16-June-2021	Proposed Bank Facility	Long Term	250.00	ACUITE A-/ Stable (Assigned)
	Proposed Non-Convertible Debentures	Long Term	75.00	ACUITE A-/ Stable (Assigned)
	Proposed Commercial Paper	Long Term	25.00	ACUITE A2+ (Assigned)

*Annexure – Details of instruments rated

Name of Facilities	Date of Issuance	Coupon Rate	Maturity Date	Size of Issue (Rs. Cr.)	Ratings/ Outlook
Proposed Bank Facility	Not Applicable	Not Applicable	Not Applicable	250.00	ACUITE A-/Stable (Reaffirmed)
Proposed Non-Convertible Debentures	Not Applicable	Not Applicable	Not Applicable	25.00	ACUITE A-/Stable (Reaffirmed)
Proposed Non-Convertible Debentures	Not Applicable	Not Applicable	Not Applicable	50.00	ACUITE A- (Withdrawn)
Proposed PP-MLD	Not Applicable	Not Applicable	Not Applicable	50.00	ACUITE Provisional PP-MLD A-/Stable (Assigned)
Proposed Commercial Paper	Not Applicable	Not Applicable	Not Applicable	25.00	ACUITE A2+ (Reaffirmed)

Contacts

Analytical	Rating Desk
Mohit Jain Senior Vice President Tel: 022-49294000 mohit.jain@acuite.in	Varsha Bist Senior Manager - Rating Desk Tel: 022 - 49294011 rating.desk@acuite.in
Shreyans Menta Senior Analyst - Rating Operations Tel: 022-49294062 shreyans.menta@acuite.in	

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About Acuite Ratings & Research:

Acuite Ratings & Research Limited is a full-service Credit Rating Agency registered with the Securities and Exchange Board of India (SEBI). The company received RBI Accreditation as an External Credit Assessment Institution (ECAI), for Bank Loan Ratings under BASEL-II norms in the year 2012. Since then, it has assigned more than 8,000 credit ratings to various securities, debt instruments and bank facilities of entities spread across the country and across a wide cross section of industries. It has its Registered and Head Office in Mumbai.

Disclaimer: An Acuite rating does not constitute an audit of the rated entity and should not be treated as a recommendation or opinion that is intended to substitute for a financial adviser's or investor's independent assessment of whether to buy, sell or hold any security. Acuite ratings are based on the data and information provided by the issuer and obtained from other reliable sources. Although reasonable care has been taken to ensure that the data and information is true, Acuite, in particular, makes no representation or warranty, expressed or implied with respect to the adequacy, accuracy or completeness of the information relied upon. Acuite is not responsible for any errors or omissions and especially states that it has no financial liability whatsoever for any direct, indirect or consequential loss of any kind arising from the use of its ratings. Acuite ratings are subject to a process of surveillance which may lead to a revision in ratings as and when the circumstances so warrant. Please visit our website (www.acuite.in) for the latest information on any instrument rated by Acuite.

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A handwritten signature in black ink, appearing to be "Dhyanesh Kumar".

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ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

IDBI Trusteeship Services Ltd

CIN : U65991MH2001GOI131154



Ref. No. 29163-B/ITSL/OPR/CL/21-22/DEB/
Date: June 24, 2021

Dvara Kshetriya Gramin Financial Services Private Limited
10th Floor-E Block, IIT-Madras Research Park,
Kanagam Village, Taramani, Chennai 600113

Kind Attn: Ms. Shilpa Bhatner

Dear Madam,

Sub.: Dvara Kshetriya Gramin Financial Services Private Limited ("the company") - Consent to act as Debenture Trustee for your proposed Listed, Secured, Rated, Private Placed, Non-Convertible Debentures (NCDs) of Rs.50 Crores

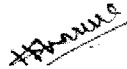
This is with reference to the captioned subject we are pleased to inform you to give hereby our consent to act as Debenture Trustee for your proposed Listed, Secured, Rated, Private Placed, Non-Convertible Debentures (NCDs) of Rs.50 Crores.

We are agreeable for inclusion of our name as trustees in the Disclosure document/ listing application/ any other document to be filed with the Stock Exchange(s) subject to the following conditions.

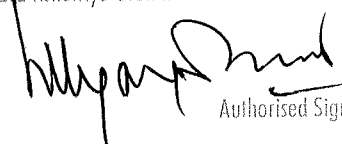
- 1) The Company hereby agrees and undertakes to execute the Debenture Trust Deed / Debenture Trustee Agreement and other necessary documents on such terms and conditions as agreed by the Debenture holders and disclose in the Information Memorandum or Disclosure Document as approved by the Debenture Trustee, within a period as agreed by us in the Information Memorandum or Disclosure Document.
- 2) The Company hereby agrees & undertakes to pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration as mutually agreed for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
- 3) The Company hereby agrees & undertakes to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI Circular No. SEBI/IMD/DOF-1/Bond/2009/11/05 dated 11/05/2009 on Simplified Listing Agreement for Debt Securities read with the SEBI Circular No. SEBI/IMD/DOF-1/BOND/Cir-5/2009 dated the 26th November, 2009, the new Companies Act, 2013 and other applicable provisions and agree to furnish to Trustees such information in terms the same on regular basis.

Looking forward to a fruitful association with you and assuring you of our best services at all times.

Yours faithfully,
For IDBI Trusteeship Services Limited


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For Dvara Kshetriya Gramin Financial Services Pvt Ltd


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IDBI Trusteeship Services Ltd

CIN : U65991MH2001GOI131154



Ref. No. 29143-A /ITSL/OPR/CL/21-22/DEB/321

Date: June 24, 2021

Dvara Kshetriya Gramin Financial Services Private Limited
10th Floor-E Block, IIT-Madras Research Park,
Kanagam Village, Taramani, Chennai 600113

Kind Attn: Ms. Shilpa Bhatler

Dear Madam,

Sub.: Dvara Kshetriya Gramin Financial Services Private Limited ("the company") - Consent to act as Debenture Trustee for your proposed Listed, Secured, Rated, Private Placed, Non-Convertible Debentures (NCDs) of Rs.50 Crores

This is with reference to the captioned subject we are pleased to inform you to give hereby our consent to act as Debenture Trustee for your proposed Listed, Secured, Rated, Private Placed, Non-Convertible Debentures (NCDs) of Rs.50 Crores.

At the request of the company, we give our trusteeship remuneration for the said assignment as follows:

Charge Heads	Terms
Acceptance Fees	Rs. 1,00,000/- plus applicable GST (One-time payment, payable upfront and non-refundable)
Service Charges	Rs. 1,50,000/- p.a plus applicable GST. First such payment would become payable on the date of execution for the pro-rata period from execution date till March 31; there after the Service Charges are payable on an annual basis in advance on April 1 every year till the redemption and satisfaction of charges in full.
Delay Payment Charges	In case the payment of service charges are not received within a period of 30 days from the date of the bill, ITSL reserves the right to charge "delayed payment charges" @ 12% p.a. on the outstanding amount.
Out of pocket expenses & statutory dues	Would be reimbursable on actual basis within 30 days of the claim
Validity	This Consent letter is valid for a period of three (3) months from the date of this letter and shall stand automatically cancelled/revoked/withdrawn without any further communication/reference to the Borrower Company unless otherwise revalidated by us. This Consent Letter shall not be construed as giving rise to any obligation on the part of ITSL to act as Debenture Trustee unless the Company communicates acceptance to ITSL within 3 days from the date of issuance of this letter and the Borrower Company also executes Trusteeship documents
Reset Clause	NIL
Any enforcement consequent to the event of default ("EOD") would attract separate charges	

Assuring you of our best services at all times.

Yours faithfully,
For IDBI Trusteeship Services Limited

We accept the above terms
For Dvara Kshetriya Gramin Financial Services Pvt. Ltd.

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NOTE: As per recent GST guidelines, ITSL would be required to pay the applicable GST on the amounts / charges payable to us as indicated above. Please note that the Company would be liable to pay all such charges even in the event of cancellation of the aforesaid transaction. Therefore, no refund of any statutory dues already paid would be made.

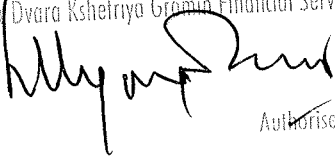
Regd. Office : Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

For Dvara Kshetriya Gramin Financial Services Pvt Ltd

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ANNEXURE IV: LAST AUDITED FINANCIAL STATEMENTS

For Dvara Kshetriya Gromin Financial Services Pvt Ltd

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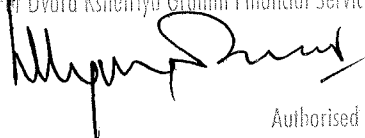
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Dyara Kshetriya Gramin Financial Services Private Limited CIN: U60901TN1903PTC024847 Regd. Office: RTM Research Park, Phase I, 10th Floor, Kanaganallur Village, Taramani, Chennai - 600 113 Statement of Audited financial results for the half year and year ended 31 March 2021				
(All amounts are in Indian Rupees in Lakhs, except share data and as stated)				
Particulars	Half year ended		Year ended	
	31 March 2021 (also refer note 12)	31 March 2020 (also refer note 12)	31 March 2021	31 March 2020
	Unaudited	Unaudited	Audited	Audited
1 Revenue from operations				
Interest income	12,619.31	10,299.01	23,415.30	19,369.47
Fees and commission income	133.40	84.57	133.22	121.48
Net gain on fair value changes	13.58	135.90	67.50	195.12
Income from other services	682.29	604.02	903.37	1,168.00
Total revenue from operations	13,447.48	11,123.50	24,519.39	20,854.07
2 Other income	72.38	51.14	89.99	11.11
Total Income	13,519.86	11,174.64	24,609.38	20,965.18
3 Expenses				
Finance costs	5,764.43	5,178.33	10,650.85	9,801.72
Impairment on financial instruments (refer note 15)	4,037.50	1,161.97	5,279.36	2,249.35
Employee benefits expenses	2,872.63	2,741.90	5,897.00	5,125.52
Depreciation and amortisation	355.49	361.71	673.33	672.10
Other expenses	1,216.15	1,846.46	2,189.84	2,558.02
Total expenses	14,276.18	10,990.37	24,590.80	20,366.69
4 Profit / (Loss) before tax (1+2-3)	(756.32)	254.27	60.58	538.52
5 Tax expenses				
Current tax, not including prior year taxes	744.25	515.17	1,220.74	169.94
Deferred tax charge / (credit)	(994.85)	(463.27)	(1,244.57)	(412.12)
	(250.60)	(111.90)	(133.83)	(157.82)
6 Profit / (Loss) for the period / year (4-5)	(506.72)	172.47	44.41	386.70
7 Other comprehensive income				
(a) Items that will not be reclassified subsequently to profit or loss				
- Remeasurement gain / (loss) on defined benefit obligations	(63.89)	(56.18)	17.17	(28.09)
- Income tax relating to above item	19.13	16.36	(5.00)	8.18
Net other comprehensive income - not to be reclassified subsequently to profit or loss	(46.56)	(39.82)	12.17	(19.91)
(b) Items that will be reclassified subsequently to profit or loss				
- Hedge reserve account profit	(151.36)	-	(151.36)	-
- Income tax relating to above item	44.68	-	44.68	-
Net other comprehensive income - to be reclassified subsequently to profit or loss	(106.28)	-	(106.28)	-
Other comprehensive income / (Loss) (10)	(153.84)	(39.82)	(95.11)	(19.91)
8 Total comprehensive income / (Loss) for the period / year (6+7)	(660.56)	132.65	(10.70)	366.79
9 Earnings per equity share (face value Rs. 100 each)				
- Basic (in Rs.)	14.61	1.14	0.78	3.92
- Diluted (in Rs.)	14.61	1.14	0.77	3.91
	Not annualised	Not annualised	Annualised	Annualised

See accompanying notes to the audited financial results for the year ended 31 March 2021

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For Dyara Kshetriya Gramin Financial Services Pvt Ltd



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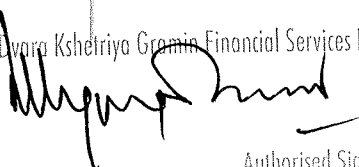
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Dvara Kshetriya Gramin Financial Services Private Limited CIN: U68991EN1993PTC024547 Regd. Office: ITM Research Park, Phase I, 10th Floor, Kanagam Village, Taramani, Chennai - 600 113 Balance Sheet (Audited) as at 31 March 2021			
(All amounts are in Indian Rupees in Lakhs, except share data and as stated)			
Particulars	As at 31 March 2021 (Audited)	As at 31 March 2020 (Audited)	
ASSETS			
1 Financial Assets			
Cash and cash equivalents	9,496.22	11,862.67	
Bank balance other than cash and cash equivalents	8,386.93	7,465.48	
Receivables			
- Trade receivables	97.46	381.84	
Loans	97,381.52	93,189.71	
Investments	380.99	-	
Other financial assets	1,011.30	514.06	
	116,755.42	103,413.56	
2 Non-Financial Assets			
Current tax assets (net)	610.14	587.13	
Deferred tax assets (net)	2,969.45	2,123.38	
Property, plant and equipment	449.22	544.37	
Right of use asset	828.90	745.10	
Other intangible assets	973.74	1,213.87	
Other non-financial assets	1,025.31	970.89	
	6,856.76	6,184.74	
Total Assets (1+2)	123,612.18	109,598.30	
LIABILITIES AND EQUITY			
3 Financial Liabilities			
Derivative financial instruments	231.36	-	
Trade payables			
- Total outstanding dues of micro enterprises and small enterprises	333.60	379.82	
- Total outstanding dues of creditors other than micro enterprises	14,110.99	6,479.96	
Debt securities	75,504.06	70,414.08	
Borrowings (other than debt securities)	2,776.11	2,178.17	
Other financial liabilities			
	92,956.12	79,352.03	
4 Non-Financial Liabilities			
Current tax liabilities (net)	349.21	-	
Provisions	474.63	458.16	
Other non-financial liabilities	286.31	440.34	
	1,110.15	898.50	
5 Equity			
Equity share capital	10,887.14	10,865.71	
Other equity	18,656.77	18,562.06	
	29,543.91	29,427.77	
TOTAL LIABILITIES AND EQUITY (3+4+5)	123,612.18	109,598.30	

See accompanying notes to the audited financial results.

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For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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Dhara Kshetriya Gramin Financial Services Private Limited
Balance Sheet as at March 31, 2020

(All amounts are in Indian Rupees in Lakhs, except where (denoted as) stated)

Particulars	Note	As at March 31, 2020	As at March 31, 2019	As at April 1, 2018
ASSETS				
Financial assets				
Cash and cash equivalents	4	10,162.47	1,001.20	2,584.94
Bank balances other than cash and cash equivalents	5	7,465.48	4,799.48	4,557.47
Receivables	6			
Trade receivables		181.44	57.47	115.81
Loans	7	87,189.71	62,902.00	51,553.80
Other financial assets	8	954.06	1,256.09	180.85
		<u>106,813.66</u>	<u>70,025.24</u>	<u>66,991.87</u>
Non-financial assets				
Current tax assets (net)		507.13	875.14	488.63
Deferred tax assets (net)	28	2,123.18	1,488.21	57.31
Property, plant and equipment	9	544.17	306.46	277.46
Right of use asset	9A	745.18	406.43	257.93
Intangible assets	9B	5,213.87	0.00	1.00
Other non-financial assets	10	970.48	1,025.49	582.78
		<u>8,104.74</u>	<u>4,141.11</u>	<u>1,799.89</u>
Total Assets		<u>189,548.30</u>	<u>76,966.35</u>	<u>68,891.13</u>
LIABILITIES AND EQUITY				
LIABILITIES				
Financial liabilities				
Payables				
a. Trade payables	11			
(i) dues of micro enterprises and small enterprises		-	-	-
(ii) dues other than micro enterprises and small enterprises		379.83	335.47	265.50
b. Other payables				
(i) dues of micro enterprises and small enterprises		-	-	-
(ii) dues other than micro enterprises and small enterprises		-	8.37	31.04
Debt securities	12	6,478.96	4,268.18	4,661.31
Borrowings (other than debt securities)	13	76,314.08	54,377.29	52,751.23
Other financial liabilities	14	2,178.17	982.38	478.80
		<u>79,182.03</u>	<u>59,941.74</u>	<u>58,495.78</u>
Non-financial liabilities				
Provisions	15	438.16	249.33	482.29
Other non-financial liabilities	16	443.34	283.46	181.23
		<u>881.50</u>	<u>532.79</u>	<u>663.52</u>
EQUITY				
Equity share capital	17	12,863.71	7,266.04	7,266.04
Other equity	18	18,567.06	8,314.76	2,111.79
		<u>29,430.77</u>	<u>15,580.80</u>	<u>9,377.83</u>
Total Liabilities and Equity		<u>189,548.30</u>	<u>76,966.35</u>	<u>68,891.13</u>

Significant accounting policies**2 and 3**

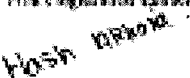
The notes referred to above form an integral part of these financial statements

As per our report of even date

for M S & Co. LLP

Chartered Accountants

Firm's registration number: 011486W/0169122



Harsh Vardhan Lakhotia

Partner

Membership No. 222452

Place: Chennai

Date: June 24, 2020

For and on behalf of the Board of Directors of

Dhara Kshetriya Gramin Financial Services Private Limited

CIN: 10350071903PTC024547



Rishi Anand

Director

CIN: 02416424

Place: Bengaluru

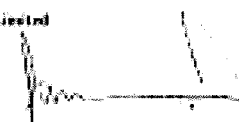
S. Balaji

Company Secretary

Membership No. 432958

Place: Chennai

Date: June 24, 2020



Sanjay Anand Shah

Director

CIN: 00912095

Place: Chennai

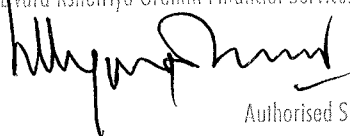


G. Vijayakumar

Chief Financial Officer

Place: Chennai

For Dhara Kshetriya Gramin Financial Services Pvt Ltd



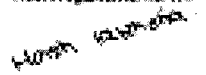
Authorised Signatory

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

Dvara Kshetriya Gromin Financial Services Private Limited
Statement of profit and loss for the year ended March 31, 2020
(All amounts are in Indian Rupees in Lakhs, except share data and as noted)

Particulars	Note	Year ended March 31, 2020	Year ended March 31, 2019
Revenue from operations			
Interest income	29	19,369.47	15,521.57
Fees and commission income	22	131.48	48.32
Net gain on fair value changes	26	195.32	137.75
Income from other services	22	1,168.90	454.32
Total revenue from operations		20,865.17	16,161.96
Other income		51.34	72.78
Total income		20,916.51	16,234.74
Expenses			
Finance costs	33	9,461.72	8,142.33
Impairment on financial instruments	14	2,244.23	819.34
Employee benefits expenses	35	1,125.52	1,048.38
Depreciation and amortization	26	632.56	312.49
Other expenses	37	2,334.03	2,628.86
Total expenses		15,798.06	14,951.34
Profit before tax		5,118.45	1,612.68
Tax expense	38		
Current tax, net (including prior year taxes)		569.94	117.74
Deferred tax charge / (credit) (including minimum alternative tax credit carried over)		(412.12)	(1,438.93)
		157.82	(1,478.67)
Profit after tax for the year		4,960.63	1,689.27
Other comprehensive income			
Items that will not be reclassified to profit or loss			
Reversal of deferred tax asset		(24.49)	27.39
Income tax relating to items that will not be reclassified to profit or loss		8.18	(8.35)
Total other comprehensive income		(16.31)	19.04
Total comprehensive income for the year		4,944.32	1,708.31
Earnings per equity share (face value Rs.100 each)	29		
- Basic (in Rs.)		3.92	43.52
- Diluted (in Rs.)		3.91	43.22
Significant accounting policies	3 and 4		
The notes referred to above form an integral part of these financial statements.			

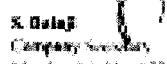
An external report of audit done
by B.S.H.A. Co. LLP
Chartered Accountants
Firm's registration number: 10124897W-100022


Harsh Vardhan Lakhota
Partner
Membership No. 222432

Place : Chennai
Date : June 24, 2020

For and on behalf of the Board of Directors of
Dvara Kshetriya Gromin Financial Services Private Limited
CIN: L16504TN1903PTC024547


Ravi Shankar
Director
DIN: 02454039
Place : Bengaluru


S. Balaji
Company Secretary
Membership No. A32951
Place : Chennai
Date : June 24, 2020


Samir Anand Sheth
Director
DIN : 00532693
Place : Chennai


M. Jayakumar
Chief Financial Officer
Place : Chennai

For Dvara Kshetriya Gromin Financial Services Pvt Ltd

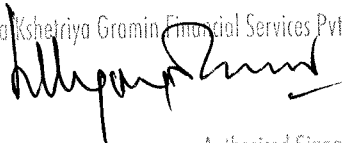
Authorised Signatory

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

Dvara Kshetriya Gramin Financial Services Private Limited
Cash flow statement for the year ended 31 March 2020
 (All amounts are in Indian Rupees in Lakhs, except share data and is stated)

Particulars	Net	Year ended March 31, 2020	Year ended March 31, 2019
A. Cash flow from operating activities			
Net profit before tax		536.52	1,612.90
Adjustments for:			
Depreciation and amortization		472.30	212.40
Interest income on loans, fixed deposits and others		(19,289.47)	(15,521.37)
Cash on mutual funds investments designated at fair value through profit or loss		(995.12)	(1,037.75)
Impairment on financial investments (net)		2,240.23	919.74
Finance costs		9,888.72	8,742.77
Loss on sale/disposal of property, plant and equipment (net)		5.49	8.82
Operating profit before working capital changes		16,242.47	(5,042.94)
Changes in working capital and other changes:			
Decrease/(increase) in other financial assets		964.07	13,078.04
(Increase)/ decrease in trade receivables		(324.77)	17.64
(Increase) in loans		(10,508.94)	(9,605.11)
Decrease/(increase) in other non financial assets		53.28	(321.10)
(Increase) in other bank balances		(1,546.12)	(130.26)
Increase in trade payables, other liabilities and provisions		(1,817.99)	42.29
Cash used in operations		(27,499.45)	(16,885.59)
Interest income received on loans, fixed deposits and others		18,239.71	15,153.97
Finance cost paid		(9,323.47)	(8,799.33)
Tax on cost paid (net)		(484.88)	(428.77)
Net cash flow from/into operating activities		(19,067.99)	(9,959.72)
B. Cash flow from investing activities			
Proceeds from sale of fixed assets (net of purchases)		195.12	137.75
Proceeds from sale of Property, plant and equipment		5.01	2.29
Purchase of fixed assets including capital work-in-progress		(912.04)	(1,163.77)
Payment for acquisition of business	72	(1,475.00)	-
Net cash paid by investing activities		(1,691.91)	(13.73)
C. Cash flow from financing activities			
Proceeds/(repayment) from issue/(redemption) of equity/(debt) securities		16,346.95	973.77
Payment of interest liabilities		(115.92)	(66.04)
Proceeds from compulsory convertible preference shares issued during the year (including securities premium)		62,474.75	-
Proceeds from issue of equity share capital including securities premium (including share application money pending alloted)		-	1,998.16
Share based payment outstanding		47.42	-
Net cash from financing activities		78,752.20	2,975.98
Net increase/(decrease) in cash and cash equivalents (A+B+C)		6,078.57	(4,777.44)
Cash and cash equivalents at the beginning of the year		1,887.20	6,664.64
Cash and cash equivalents at the end of the year		7,965.77	1,887.20

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



Authorized Signatory

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

Dvara Kshetriya Gramin Financial Services Private Limited**Cash flow statement for the year ended 31 March 2020**

(All amounts are in Indian Rupees in Lakhs, except share data and as stated)

Particulars	Note	As at March 31, 2020	As at March 31, 2019
1. Comparison of cash and cash equivalents	4		
Cash and cheques on hand		251.09	387.34
Balance with banks			
- In current accounts		11,633.85	1,682.34
- In deposit accounts with original maturity less than three months		7.52	7.52
		<u>81,862.47</u>	<u>3,067.20</u>

2. Change in liabilities arising from financing activities

Particulars	Debt securities	Borrowings (other than debt securities)
As at March 31, 2018	4,867.21	52,753.23
Cash flows (net)	(709.68)	1,688.87
Others*	22.19	(38.83)
As at March 31, 2019	<u>4,168.19</u>	<u>54,377.15</u>
Cash flows (net)	2,247.15	13,784.10
Others*	(47.62)	173.13
As at March 31, 2020	<u>6,478.59</u>	<u>78,314.88</u>

* Others (others) includes the effect of amortisation of processing fees etc.

Significant accounting policies

2 and 3

This notice referred to above forms an integral part of these financial statements

As per our report of even date
for BSR & Co. LLP
Chartered Accountants
Firm's registration number: 101248/W-100022

Harsh Vardhan Lakshmi
Partner
Membership No. 226913

Place : Chennai
Date : June 24, 2020

For and on behalf of the Board of Directors of
Dvara Kshetriya Gramin Financial Services Private Limited
CIN : U65991 DL09DPIC014647

Hindu Anandh
Director
DIN: 02406009
Place : Bangalore

S. Balaji
Company Secretary
Membership No. A22951
Place : Chennai
Date : June 24, 2020

Sandeep Anand Shah
Director
DIN: 06910003
Place : Chennai

G. Vijayakumar
Chief Financial Officer
Place : Chennai

For Dvara Kshetriya Gramin Financial Services Pvt Ltd

Authorized Signatory

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

Dvara Kshetriya Gramin Financial Services Private Limited

(Formerly Padbhawan Financial Services Private Limited)

Balance Sheet as at March 31, 2019

(All amounts are in Indian Rupees in Lakhs, except share data and so stated)

	Notes	As at March 31, 2019	As at March 31, 2018
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	3	7,266.84	7,279.79
Reserves and surplus	4	8,542.41	1,134.71
Total shareholders' funds		15,809.25	8,414.50
Share application money pending allotment	5	1,894.89	-
Non-current liabilities			
Long-term borrowings	6	23,344.25	32,201.99
Deferred tax liabilities (net)	7	-	110.68
Other non-current liabilities	8	45.85	-
Long-term provisions	9	180.84	61.29
		23,570.94	32,373.96
Current liabilities			
Trade payables	10	-	-
- total outstanding dues of trade enterprises and small enterprises		-	-
- total outstanding dues of creditors other than trade enterprises and small enterprises		128.23	402.02
Other current liabilities	11	36,354.67	28,131.47
Short-term provisions	9	1,946.23	621.63
		36,279.13	27,155.12
		76,659.27	68,893.68
ASSETS			
Non-current assets			
Fixed assets			
- Property, plant and equipment	12.1	396.66	19.48
- Intangible fixed assets	12.2	0.00	-
Deferred tax asset (net)	7	622.38	-
Receivables under financing activity	13	15,913.08	14,890.85
Long-term loans and advances	14	1,123.51	812.43
Other non-current assets	15	1,409.48	2,116.93
		18,671.93	16,948.67
Current assets			
Receivables under financing activity	13	49,608.14	58,858.39
Trade receivables	16	51.41	-
Cash and bank balances	17	4,927.89	9,867.56
Short-term loans and advances	18	1,747.88	1,471.41
Other current assets	19	1,122.38	827.48
		57,367.69	70,985.84
		76,659.27	68,893.68

Significant accounting policies

The notes referred to above form an integral part of the financial statements.

As per our report of even date attached

for BSH & Co. LLP

Chartered Accountants

Firm Registration No: 101248976-100623



K. Raghunath

Partner

Membership No: 231171

For and on behalf of the board of directors of

Dvara Kshetriya Gramin Financial Services Private Limited

(Formerly Padbhawan Financial Services Private Limited)

CIN: L87904TN300000000000000000



Rishi Anand

Director

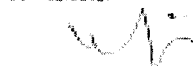
DIN: 02216824



Sumit Anand Shah

Director

DIN: 00941667



A. Kalap

Company Secretary

Membership No: 422951

Place: Chennai

Date: May 7, 2019



G. Sivasankar

Chief Financial Officer

Place: Chennai

Date: May 7, 2019

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



Authorised Signatory

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

Dvara Kshettriya Gromin Financial Services Private Limited

(Formerly Padbhawani Financial Services Private Limited)

Statement of profit and loss for the year ended March 31, 2019

(All amounts are in Indian Rupees in Lakhs, except share data and as stated)

	Year	For the year ended March 31, 2019	For the year ended March 31, 2018
REVENUE			
Revenue from operations	10	13,967.83	11,250.02
Other income	11	246.11	189.58
		14,213.94	11,439.60
EXPENSES			
Employee benefits	12	1,098.39	78.69
Finance costs	13	7,938.98	6,006.38
Depreciation and amortisation	14	124.06	5.94
Other expenses	15	1,718.13	9,882.80
Provision and loan losses	16	844.28	108.72
		11,619.84	16,082.61
Profit before tax		1,967.98	1,375.17
Tax expense			
- Current year		306.47	489.48
- Prior years		(224.21)	-
Minimum Alternative Tax credit/entitlement		(493.15)	-
Deferred tax (credit)/charge		(911.08)	86.42
		(1,411.95)	485.49
Profit for the year		1,401.88	916.77
Earnings per equity share (face value of INR 100 per share) Basic and diluted	14	17.73	12.94

Significant accounting policies

2

The notes referred to above form an integral part of the financial statements.
As per our report referred to below (date attached)

for BSR & Co. LLP

Chartered Accountants

Firm Registration No. 101248W/W-100322

**K. Raghunath**

Partner

Membership No. 211171

For and on behalf of the Board of Directors of

Dvara Kshettriya Gromin Financial Services Private Limited

(Formerly Padbhawani Financial Services Private Limited)

CIN: U69401TN1993PTC001547

**Rakesh Anand**

Director

DIN: 02446429

**Sameer Anand Shah**

Director

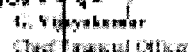
DIN: 00413681


S. Balaji
Company Secretary

Membership No. A21051

Place: Chennai

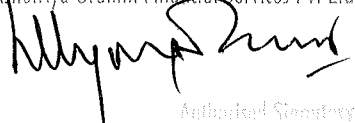
Date: May 7, 2019


G. Vijayakumar
Chief Financial Officer

Place: Chennai

Date: May 7, 2019

For Dvara Kshettriya Gromin Financial Services Pvt Ltd


Authorized Signatory

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

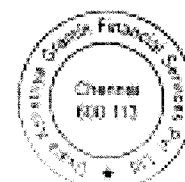
Dvara Kshetriya Gramin Financial Services Private Limited

(Formerly Prathama Financial Services Private Limited)

Cash flow statement for the year ended March 31, 2019

(All amounts are in Indian Rupees in Lakhs, except share data and as stated)

	Year	For the year ended March 31, 2019	For the year ended March 31, 2018
A Cash flow from operating activities			
Profit before tax		1,003.90	1,371.18
Adjustments for:			
Depreciation and amortisation		124.96	5.90
Loss (profit) on sale of fixed assets		7.45	(1.42)
Change in provision against standard assets		51.11	89.91
Provision for non-performing assets		1,57.80	11.51
Provision for gratuity		82.81	-
Provision for performance linked incentive		100.17	-
Loan assets written off		336.85	-
Other receivables written off		38.93	4.50
Interest cost including amortisation of ancillary costs		7,287.14	5,997.81
Interest income on fixed deposits		90.24	-
Change in value of current investments		(130.88)	(177.54)
Excesses / provisions no longer required written back		(23.60)	(2.25)
Operating cash flow before working capital changes		9,799.27	7,884.89
Changes in working capital and other changes			
Change in receivables under financing activity		(7,233.93)	(21,897.85)
Decrease in trade receivables		445.16	-
Increase in loans and advances and other assets		69.48	(1,445.09)
Decrease / increase in other bank balances		1,619.25	(270.44)
Increase / (decrease) in trade payables, other trade payables and provisions		131.17	376.68
Cash (used in) / generated from operations		4,448.24	(16,831.39)
Finance cost paid		(7,443.79)	(5,877.37)
Income tax paid (net)		(1,19.52)	(129.54)
Net cash flow (used in) operating activities (A)		(3,268.19)	(22,239.31)
B Cash flow from investing activities			
Proceeds from sale of fixed assets		4.01	2.29
Purchase of fixed assets		(167.77)	-
Purchase of current investments		(41,144.13)	(17,241.21)
Proceeds from sale of current investments		41,293.21	17,468.75
Interest received on fixed deposits		9.24	-
Net cash paid in / generated from investing activities (B)		(16.64)	179.79
C Cash flow from financing activities			
Proceeds from long term borrowings		10,049.00	49,470.00
Repayments of long term borrowings		(11,264.16)	(23,662.13)
Share application money pending allotment		1,008.00	-
Net cash (used in) / generated from financing activities (C)		(1,599.16)	25,807.87
Net (decrease) / increase in cash and cash equivalents (A+B+C)		(6,534.41)	689.25
Cash and cash equivalents at the beginning of the year		8,541.61	7,772.28
Cash and cash equivalents at the end of the year		1,997.20	8,461.53

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



Authorised Signatory

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

Pudhuanu Financial Services Private Limited**Balance sheet as at March 31, 2018**

(All amounts are in Indian Rupees, except share data and as stated)

	Note	As at March 31, 2018	As at March 31, 2017
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	1	727,979,000	727,979,000
Reserves and surplus	4	113,473,979	21,797,125
		841,452,979	749,776,125
Non-current liabilities			
Long-term borrowings	5	3,220,399,301	1,801,872,205
Deferred tax liabilities (net)	6	11,068,406	6,426,000
Long-term provisions	7	6,128,755	4,739,786
		3,237,596,462	1,813,037,991
Current liabilities			
Trade payables	8	-	-
- dues to micro enterprises and small enterprises		-	-
- dues to creditors other than micro enterprises and small enterprises		46,202,181	17,390,887
Other current liabilities	9	2,618,147,260	1,759,206,399
Short-term provisions	7	65,162,448	29,493,765
		2,729,511,889	1,806,091,051
		6,808,561,330	4,368,905,167
ASSETS			
Non-current assets			
Fixed assets			
- Property, plant and equipment	10.1	1,847,593	2,507,809
- Intangible fixed assets	10.2	-	12,488
Receivables under financing activity	11	1,400,085,759	764,372,465
Long-term loans and advances	12	81,243,421	94,469,445
Other non-current assets	13	211,689,625	145,315,082
		1,694,866,398	1,006,677,289
Current assets			
Receivables under financing activity	11	3,885,439,195	2,331,797,164
Cash and bank balances	14	988,365,798	900,386,396
Short-term loans and advances	15	147,141,871	38,740,478
Other current assets	16	92,748,468	91,303,840
		5,113,694,932	3,362,227,878
		6,808,561,330	4,368,905,167

Significant accounting policies

2

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

for **BSR & Co. LLP**

Chartered Accountants

ICAI Firm Registration No: UD1248W/W-100022



Raghuram

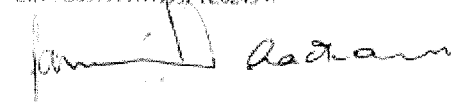
Partner

Membership No. 211171

For and on behalf of the board of directors of

Pudhuanu Financial Services Private Limited

CIN : U65991TN19031PTC024547



Samir Amrit Shah

Manager

DIN : 00912693

Anuradha Shripad Nadkarni

Director

DIN : 03338647

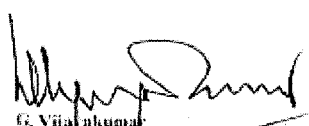


S. Balaji

Company Secretary

Place : Chennai

Date : April 27, 2018



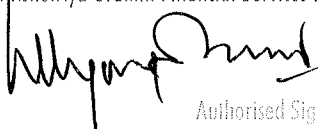
G. Vijayakumar

Chief Financial Officer

Place : Chennai

Date : April 27, 2018

For Dvara Kshetriya Gromin Financial Services Pvt Ltd



Authorised Signatory

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

Pudhuanu Financial Services Private Limited**Statement of profit and loss for the year ended March 31, 2018**

(All amounts are in Indian Rupees, except share data and as stated)

	Note	For the year ended March 31, 2018	For the year ended March 31, 2017
REVENUE			
Revenue from operations	17	1,125,206,847	658,535,347
Other income	18	19,965,493	28,905,531
		<u>1,145,172,340</u>	<u>687,440,928</u>
EXPENSES			
Employee benefits	19	7,468,650	7,240,291
Finance costs	20	600,637,985	377,675,955
Depreciation and amortisation	21	590,064	877,776
Other expenses	22	388,285,957	237,414,303
Provision and loan losses	23	10,872,010	29,313,293
		<u>1,007,854,666</u>	<u>652,521,618</u>
Profit before tax		137,317,674	34,919,310
Tax expense			
Current tax	24	40,998,414	7,555,050
Deferred tax charge		4,642,406	4,830,000
		<u>45,640,820</u>	<u>12,385,050</u>
Profit for the year		91,676,854	22,534,260
Earnings per equity share (Face value of INR 100 per share)	33		
Basic and diluted		12.89	4.71

Significant accounting policies

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

for BSR & Co. LLP

Chartered Accountants

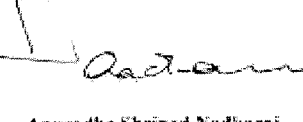
ICAI Firm Registration No: 101248W/W-100022


K. Raghuram

Partner

Membership No. 211171

For and on behalf of the board of directors of
Pudhuanu Financial Services Private Limited
CIN : U65091 TN1993PTC024547


Samir Anrit Shah

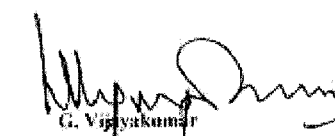
Manager

DIN : 00912693

Anuradha Shripad Nadkarni

Director

DIN : 05338647



S. Balaji

Company Secretary

Place : Chennai

Date : April 27, 2018

G. Vijayakumar

Chief Financial Officer

Place : Chennai

Date : April 27, 2018

For Dvara Ksheetva Gramin Financial Services Pvt Ltd



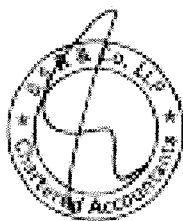
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(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

Padhuanu Financial Services Private Limited**Cash flow statement for the year ended March 31, 2018**

(All amounts are in Indian Rupees, except share data and as stated)

	Notes	For the year ended March 31, 2018	For the year ended March 31, 2017
A Cash flow from operating activities			
Profit before tax		(37,307,674)	34,919,148
Adjustments for:			
Depreciation and amortisation		593,064	307,174
Profit on sale of fixed assets		(141,906)	(96,472)
Gain on sale of current investments		(17,754,438)	(9,197,897)
Contingent provision for standard assets		8,061,633	6,561,710
Provision for non-performing assets		1,451,170	2,164,158
Provision for longer required written back		(225,000)	(23,388)
Finance costs		909,880,621	377,433,829
Operating Profit before working capital changes		738,009,810	408,540,925
Changes in working capital and other changes:			
Increase in receivables under financing assets		(2,189,355,124)	(1,150,378,749)
Increase in loans and advances		(76,690,498)	(36,343,088)
Increase in other assets		(87,819,171)	(46,782,463)
Increase in other bank balances		(37,064,140)	(42,333,892)
Increase in trade payables		29,036,294	797,121
(Decrease) / increase in other current liabilities		(1,365,411)	4,526,263
(Decrease) / increase in other provisions		(102,860)	98,816
Cash used in operations		(1,681,132,134)	(885,293,678)
Finance costs paid		(581,734,411)	(573,420,170)
Dividends paid (net)		(12,968,348)	(7,048,326)
Net cash flow used in operating activities (A)		(2,221,881,853)	(1,235,761,147)
B Cash flow from investing activities			
Proceeds from sale of fixed assets		206,576	140,690
Purchase of current investments		(3,729,130,876)	(2,325,768,101)
Proceeds from sale of current investments		1,746,875,117	2,312,065,258
Net cash provided by investing activities (B)		(1,979,889)	6,417,857
C Cash flow from financing activities			
Proceeds from long term borrowings		4,357,000,000	3,124,600,000
Repayments of long term borrowings		(1,299,212,888)	(1,787,471,615)
Proceeds from issue of equity share capital		-	250,000,000
Net cash generated from financing activities (C)		3,057,787,112	1,587,128,385
Net increase in cash and cash equivalents (A+B+C)		60,926,052	487,804,075
Cash and cash equivalents at the beginning of the year		773,236,292	185,432,127
Cash and cash equivalents at the end of the year		834,162,344	673,236,202



For Dvara Kshetriya Gromin Financial Services Pvt Ltd

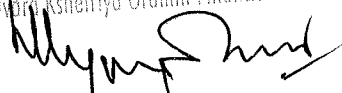
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ANNEXURE V: ILLUSTRATION OF BOND CASH FLOWS**PART A**
Illustration of Cash Flows

Illustration of Bond Cash Flows													
Company	DVARA KSHETRIYA GRAMIN FINANCIAL SERVICES PRIVATE LIMITED												
Face Value (per security)	Rs. 10,000/- (Rupees Ten Thousand Rupees only)												
Issue Date / Date of Allotment	Issue Opening Date: June 28, 2021 Issue Closing Date: June 28, 2021 Deemed Date of Allotment: June 28, 2021												
Redemption Date / Maturity Date	Series A Redemption Date / Maturity Date: 15 months from the Deemed Date of Allotment, ie, September 28, 2022 (subject to Business Day Convention) (subject to Put Option/Call Option, if any) Series B Redemption Date / Maturity Date: 19 months from the Deemed Date of Allotment, ie, January 28, 2023 (subject to Business Day Convention) (subject to Put Option/Call Option, if any) Series C Redemption Date / Maturity Date: 24 months from the Deemed Date of Allotment, ie, June 28, 2023 (subject to Business Day Convention) (subject to Put Option/Call Option, if any) Series D Redemption Date / Maturity Date: 36 months from the Deemed Date of Allotment, ie, June 28, 2024 (subject to Business Day Convention) (subject to Put Option/Call Option, if any)												
Coupon Rate	Based on 'Reference Index Performance', corresponding 'Effective Annualized Coupon Rate' function' will be applicable For Series A : <table border="1"> <thead> <tr> <th>Reference Index Movement from Initial fixing level to Final fixing level</th><th>Effective Annualised Coupon Rate Function</th></tr> </thead> <tbody> <tr> <td>Reference GSec Price Movement = - 75%</td><td>0%</td></tr> <tr> <td>Reference GSec Price Movement between -75% to +75%</td><td>Annualised coupon rate yielding 14.00% XIRR</td></tr> <tr> <td>Reference GSec Price Movement = Above 75%</td><td>Annualised coupon rate yielding 14.10% XIRR</td></tr> </tbody> </table> For Series B : <table border="1"> <thead> <tr> <th>Reference Index Movement from Initial fixing level to Final fixing level</th><th>Effective Annualised Coupon Rate Function</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> </tbody> </table>	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function	Reference GSec Price Movement = - 75%	0%	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.00% XIRR	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.10% XIRR	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function		
Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function												
Reference GSec Price Movement = - 75%	0%												
Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.00% XIRR												
Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.10% XIRR												
Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function												

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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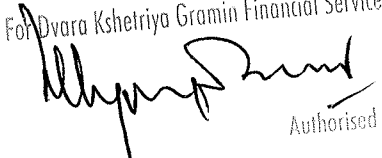
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	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.10% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.20% XIRR
	For Series C :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.20% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.30% XIRR
	For Series D :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.75% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 15.15% XIRR
Frequency of the Coupon Payment with specified dates		Bullet
Day Count Convention		Actual/365

Method of calculation of Effective Coupon Amount

Effective Coupon Amount	Face Value * Annualised Coupon Rate * [(Final Maturity Date - Allotment Date)/365]
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For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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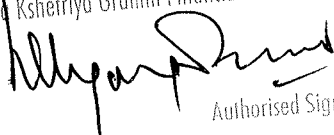
(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

Effective Annualised Coupon Rate	Based on 'Reference Index Performance' corresponding 'Effective Annualised Coupon Rate Function' will be applicable as follows -	
	For Series A :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.00% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.10% XIRR
	For Series B :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.10% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.20% XIRR
	For Series C :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = - 75%	0%
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.20% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 14.30% XIRR
	For Series D :	
	Reference Index Movement from Initial fixing level to Final fixing level	Effective Annualised Coupon Rate Function
	Reference GSec Price Movement = -	0%

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	75%	
	Reference GSec Price Movement between -75% to +75%	Annualised coupon rate yielding 14.75% XIRR
	Reference GSec Price Movement = Above 75%	Annualised coupon rate yielding 15.15% XIRR
	Reference GSec Price Movement (%) – [(Final Fixing Level / Initial Fixing Level)-1]*100	
Face Value	INR 10,000 (Rupees Ten Thousand only) per Debenture	
Tenor In Months	Tenor for each Series, as follows: - Series A: 15 months from the Deemed Date of Allotment - Series B: 19 months from the Deemed Date of Allotment - Series C: 24 months from the Deemed Date of Allotment - Series D: 36 months from the Deemed Date of Allotment	
Tenor In Days	Tenor for each Series, as follows: - Series A: 457 days from the Deemed Date of Allotment** - Series B: 579 days from the Deemed Date of Allotment** - Series C: 730 days from the Deemed Date of Allotment** - Series D: 1096 days from the Deemed Date of Allotment** **In the case of an Early Redemption, Tenor in Days will be number of days between the Deemed Date of Allotment of Series A and Series B Debentures and Early Redemption Date.	
Reference Index	10 Year G-sec 5.85 GS 2030 (ISIN - IN0020200294)	
Reference Index Performance	$\left(\frac{\text{Final Fixing Level}}{\text{Initial Fixing Level}} \right) - 1$	
Issue Size	INR 50,00,00,000 (Indian Rupees Fifty Crores Only), split into following 4 (Four) Series: - Series A: INR 10,00,00,000 (Indian Rupees Ten Crores Only) - Series B: INR 10,00,00,000 (Indian Rupees Ten Crores Only) - Series C: INR 10,00,00,000 (Indian Rupees Ten Crores Only) - Series D: INR 20,00,00,000 (Indian Rupees Twenty Crores Only)	
Initial Fixing Level	Official closing level of the Reference Index as on Initial Fixing Date	
Initial Fixing Date	Deemed Date of Allotment of the Debentures	
Final Fixing Level	Simple Average of the official closing level of the Reference Index on the Final Fixing Dates	
Final Fixing Dates	Series A –September 3, 4 and 5, 2022 Series B –January 3, 4 and 5, 2023 Series C – June 3, 4 and 5, 2023 Series D –June 3, 4 and 5, 2024	

For Dvara Kshetriya Gramin Financial Services Pvt Ltd



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PART B
Principal Redemption per Debenture

Series	Redemption Date	Amount to be redeemed per Debenture (in INR)
Series A	Sep 28, 2022	10,000
Series B	Jan 28, 2023	10,000
Series C	June 28, 2023	10,000
Series D	June 28, 2024	10,000

Coupon Payment per Debenture**For Series A:**

Reference Index Movement from Initial fixing level to Final fixing level	Coupon Payment per Debenture (in INR)
Reference GSec Price Movement = - 75%	Nil
Reference GSec Price Movement between -75% to +75%	INR 1,782.79
Reference GSec Price Movement = Above 75%	INR 1,795.73

For Series B:

Reference Index Movement from Initial fixing level to Final fixing level	Coupon Payment per Debenture (in INR)
Reference GSec Price Movement = - 75%	Nil
Reference GSec Price Movement between -75% to +75%	INR 2,327.42
Reference GSec Price Movement = Above 75%	INR 2,344.57

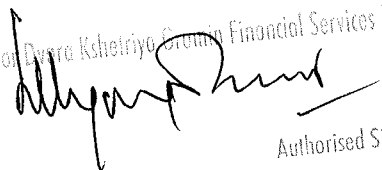
For Series C:

Reference Index Movement from Initial fixing level to Final fixing level	Coupon Payment per Debenture (in INR)
Reference GSec Price Movement = - 75%	Nil
Reference GSec Price Movement between -75% to +75%	INR 3,041.64
Reference GSec Price Movement = Above 75%	INR 3,064.49

For Series D:

Reference Index Movement from Initial fixing level to Final fixing level	Coupon Payment per Debenture (in INR)
Reference GSec Price Movement = - 75%	Nil
Reference GSec Price Movement between -75% to +75%	INR 5,115.47
Reference GSec Price Movement = Above 75%	INR 5,274.24

For Devra Kshetriya Gramin Financial Services Pvt Ltd



Authorised Signatory

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ANNEXURE VI: DUE DILIGENCE CERTIFICATE BY DEBENTURE TRUSTEE

IDBI Trusteeship Services Ltd

CIN : U65991MH2001GOI131154



Ref. No. 29165 / ITSL / OPR / 2021-2022
June 24, 2021

Bombay Stock Exchange Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai- 40000

Dear Sir/Madam,

REF.: DUE DILIGENCE CERTIFICATE TO BE GIVEN BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE DRAFT OFFER DOCUMENT OR INFORMATION MEMORANDUM

SUB.: ISSUE OF UP TO 50,000 REDEEMABLE, SECURED RATED, AND LISTED NON-CONVERTIBLE DEBENTURES UP TO RS. 50,00,00,000 (RUPEES FIFTY CRORES Only), ("ISSUE") EACH HAVING A FACE VALUE OF RS. 10,000/- (RUPEES TEN THOUSAND ONLY) IN DEMATERIALIZED FORM, ON A PRIVATE PLACEMENT BASIS BY DVARA KSHETRIYA GRAMIN FINANCIAL SERVICES PRIVATE LIMITED

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

1. We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.
2. On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications, WE CONFIRM that:
 - a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.
 - 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 also 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.
 - 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.

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

Yours truly,
For IDBI Trusteeship Services Limited

Authorised Signatory

Regd. Office : Asian Building, Ground Floor, 12, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1276 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

For Dvara Kshetriya Gramin Financial Services Pvt Ltd

Authorised Signatory