No.: [__]
Addressed to: _____

Date: March 19, 2024

KEY INFORMATION DOCUMENT
(FOR PRIVATE PLACEMENT)

ESAF SMALL FINANCE BANK LIMITED

A public limited company incorporated under the Companies Act, 2013

Corporate Identification Number (CIN): U65990KL2016PLC045669 **Permanent Account Number (PAN):** AAECE2619Q **Date of Incorporation:** May 5, 2016 **Place of Incorporation:** Thrissur, Kerala **Registration number issued by the relevant regulator:** 045669 **Website:** www.esafbank.com	**Registered and Corporate Office:** Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala, India **Telephone No.:** +91 487 7123 907 **Email:** investor.relations@esafbank.com

Key information document for issue of Debentures in conformity with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, the Master Circular issued by Securities Exchange Board of India vide circular number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021, as amended from time to time, and the Securities and Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, as amended from time to time.

SERIES 3

ISSUE OF UPTO 13,500 (THIRTEEN THOUSAND AND FIVE HUNDRED) LISTED, RATED, TAXABLE, UNSECURED, TRANSFERABLE, REDEEMABLE, FULLY PAID-UP, BASEL II COMPLIANT LOWER TIER II SUBORDINATED BONDS IN THE FORM OF NON-CONVERTIBLE DEBENTURES HAVING A FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH ONLY) EACH, UP TO AN AGGREGATE VALUE OF RS. 135,00,00,000/- (RUPEES ONE HUNDRED AND THIRTY-FIVE CRORES ONLY) WHICH INCLUDES A GREENSHOE OPTION OF UP TO RS. 60,00,00,000/- (RUPEES SIXTY CRORES ONLY) IN 2 (TWO) SERIES (COLLECTIVELY, "DEBENTURES") ON A PRIVATE PLACEMENT BASIS ("ISSUE") UNDER THE GENERAL INFORMATION DOCUMENT DATED AUGUST 24, 2023 ("GENERAL INFORMATION DOCUMENT") AS AMENDED / SUPPLEMENTED FROM TIME TO TIME, FOR PRIVATE PLACEMENT OF LISTED, RATED, TAXABLE, UNSECURED, TRANSFERABLE, REDEEMABLE, FULLY PAID-UP, BASEL II COMPLIANT LOWER TIER II SUBORDINATED BONDS IN THE FORM OF NON-CONVERTIBLE DEBENTURES.

Draft

Certain details of the Debentures are as follows:

(a) **Details of credit rating, along with the latest press release of the Credit Rating Agency in relation to the issue, and a declaration that the rating is valid as on the date of issuance and listing. Such press release shall not be older than one year from the date of opening of the issue.**

CARE Ratings Limited has assigned a "**CARE A (Outlook: Stable)**" (pronounced "CARE Single A with Stable outlook") rating to the captioned Issue.

Date of Rating Letters: February 20, 2024 and February 21, 2024 by CARE Ratings Limited read with the letter dated March 12, 2024 re-affirming the ratings.
Date of Press Release of Ratings: February 22, 2024 by CARE Ratings Limited
Press Release and Rating Rationale: Please refer Annexure II of this Key Information Document.
Declaration: The rating mentioned above is valid as on the date of issuance and listing of this Issue.

(b) **Listing**: The Debentures issued under this Key Information Document are proposed to be listed on the Wholesale Debt Market (WDM) of BSE Limited within such timelines as prescribed under Applicable Law. The in-principle approval obtained by the Bank from BSE has been disclosed in Annexure VIII of the General Information Document. The Bank has maintained the Recovery Expense Fund with BSE (Please refer Section 4.34(b) of the General Information Document for more details).
(c) **Eligible Investors**: Please refer Section 4.44 of the General Information Document.

ISSUE SCHEDULE

Issue Opening Date	Issue Closing Date	Pay-In Date	Deemed Date of Allotment

March 19, 2024	March 19, 2024	March 20, 2024	March 20, 2024

The Bank reserves the right to change the Issue programme including the Deemed Date of Allotment at its sole discretion in accordance with the timelines specified in the SEBI Debt Listing Regulations without giving any reasons or prior notice. The Issue will be open for bidding as per bidding window that would be communicated through BSE BOND-EBP Platform.

Coupon		Coupon Payment Frequency		Redemption Date		Redemption Amount
Series 3A Debentures	Series 3B Debentures	Series 3A Debentures	Series 3B Debentures	Series 3A Debentures	Series 3B Debentures	Rs. 1,00,000/- per Debenture for both Series
11.00%	11.10%	Semi-Annual	Semi-Annual	April 20, 2030	April 20, 2031	

KEY OFFICERS OF THE BANK

Compliance Officer	Company Secretary	Chief Financial Officer	Promoters
Ranjith Raj P **Telephone Number**: +91 487 7123 907 **Email**: ranjith.raj@esafbank.com	Ranjith Raj P **Telephone Number**: +91 487 7123 907 **Email**: ranjith.raj@esafbank.com	Mr. Gireesh C.P. **Telephone Number**: +91 487 7123 907 **Email**: gireesh.cp@esafbank.com	**Corporate Promoter: ESAF Financial Holdings Private Limited and Individual Promoter: Kadambelil Paul Thomas** **Telephone Number**: +91 487 7123 907 **Email**: minu.santhosh@esafholdings.com

DETAILS OF STAKEHOLDERS

Debenture Trustee	Registrar and Transfer Agent	Credit Rating Agency	Arrangers to the Issue	Statutory Auditors	
Name: Axis Trustee Services Limited **Registered Address**: Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai – 400 025 **Corporate Address:** The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai,400028 **Tel**: 022-62300451 **Contact Person**: Chief Operating Officer **Email**: debenturetrustee@axistrustee.in **Website**: https://www.axistrustee.in/	**Name: Link Intime India Pvt Limited** **Address**: C 101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400 083 **Tel**: +91 22 49186000 **Contact Person:** Mr. Ganesh Jadhav **Email:** ganesh.jadhav@linkintime.co.in **Website**: www.linkintime.com	**Name: CARE Ratings Limited** **Address:** Unit No. 205-208, 2nd Floor, Prestige Meridian 1, No. 29, M. G. Road, Bengaluru, Karnataka – 560001 **Tel:** +91-9986434220 **Contact Person**: Mr. Sandeep Kumar **Email**: Sandeep.Kumar@careedge.in **Website:** www.careedge.in	**Name: A K Capital Services Limited** **Address:** 601-602, 6th floor, Windsor, off CST Road, Kalina, Santacruz – (East), Mumbai – 400 098 **Tel:** +91-22-67546500 **Contact Person:** Mr. Tejas Davda **Email:** compliance@akgroup.co.in **Website:** www.akgroup.co.in	**Name: Kirtane & Pandit LLP, Chartered Accountants** **Logo: NA** **Address:** 5th Floor, Wing – A, Gopal House, S. No. 127/1B/1, Opp. Harshal Hall, Kothrud, Pune – 411029 E-mail: sandeep.welling@kirtanepandit.com Telephone Number: 98215 33842 Contact Person: Sandeep Welling Website: **www.kirtanepandit.com**	**Name: Abarna & Ananthan, Chartered Accountants** **Logo**: NA **Address:** 521, 3rd Main Road, 2nd Phase, 6th Block, Banashankari 3rd Stage, Bengaluru 560 085, Karnataka, India **Email:** mohanrao@aaca1987.co.in **Telephone Number**: +91 88 8009 7322 **Contact Person**: Mohan Rao **Website: NIL**

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BACKGROUND

This Key Information Document dated March 19, 2024 for issuance of upto 13,500 (Thirteen Thousand and Five Hundred) Rated, Listed, Taxable, Unsecured, Transferable, Redeemable, Fully Paid Up Basel II Compliant Lower Tier II Subordinated Bonds in the form of Non-Convertible Debentures aggregating up to Rs. 135,00,00,000/- (Rupees One Hundred and Thirty-Five Crores Only) which includes a green-shoe option of up to Rs. 60,00,00,000/- (Rupees Sixty Crores Only) in 2 (Two) Series is issued in terms of and pursuant to the General Information Document dated August 24, 2023. All the terms, conditions, information and stipulations contained in the General Information Document, unless the context states otherwise or unless specifically stated otherwise, are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same to the extent applicable. This Key Information Document must be read in conjunction with the General Information Document.

This Key Information Document contains details of this Debentures and details in respect of: (i) the offer of non-convertible securities in respect of which the Key Information Document is being issued (ii) any financial information of the Bank if such information provided in the General Information Document is more than six months old; (iii) any material changes in the information provided in the General Information Document; and (iv) any material developments which are not disclosed in the General Information Document relevant to the offer of non-convertible securities in respect of which this Key Information Document is being issued. Accordingly, set out below are the updated financial information / particulars / changes in the particulars set out under the General Information Document, which additional / updated information / particulars shall be read in conjunction with other information / particulars appearing in the General Information Document. All other particulars appearing in the General Information Document shall remain unchanged.

In case of any inconsistency between the terms of this Key Information Document and the General Information Document and/or the terms of this Key Information Document and/or any other Transaction Documents executed in respect of the Debentures, the terms as set out in this Key Information Document shall prevail. Provided however, in case of any inconsistencies between the provisions as set out in the Disclosure Document(s) and Applicable Law, the terms of Applicable Law shall prevail over and override the provisions under the Disclosure Document(s), for all intents and purposes and the provisions as set out in the Transaction Documents shall be deemed to have been amended such that the Applicable Law prevails. Capitalised terms used herein but not defined shall have the same meanings as accorded to the terms in the General Information Document and/ or other Transaction Documents for this Issue.

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Pursuant to the resolution passed by the Company's shareholders dated December 29, 2023 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to raise funds upon such terms and conditions as the Board may think fit for aggregate amounts not exceeding Rs. 500,00,00,000/- (Rupees Five Hundred Crores Only) until the conclusion of the 8th Annual General Meeting of the Bank. The present issue of Debentures in terms of this Key Information Document is within the overall powers of the Board as per the above shareholder resolution.

Issuer's Absolute Responsibility
The Bank, having made all reasonable inquiries, accepts responsibility for and confirms that this Key Information Document contains all information with regard to the Bank and the Issue which is material in the context of the Debentures, that the information contained in this Key Information Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this Key Information Document as a whole or any of such information or the expression of any such opinions or intentions misleading.

ELECTRONIC BOOK MECHANISM AND DETAILS PERTAINING TO THE UPLOADING THE PLACEMENT MEMORANDUM ON THE ELECTRONIC BOOK PROVIDER PLATFORM.

The Issue shall be open for bidding and subscribed to in accordance with the guidelines issued by SEBI and EBP pertaining to the procedure of Electronic Book Mechanism set out in the Electronic Book Mechanism Guidelines

Issue composition – Details of size of the Issue including green shoe option, if any	Series 3A Debentures	Series 3B Debentures

	Upto Rs. 85,00,00,000/- (Rupees Eighty Five Crores only) which includes a green shoe option of upto Rs. 35,00,00,000/- (Rupees Thirty Five Crores only)	Upto Rs. 50,00,00,000/- (Rupees Fifty Crores only) which includes a green shoe option of upto Rs. 25,00,00,000/- (Rupees Twenty Five Crores only)
Interest Rate Parameter	Fixed	Fixed
Bid opening and closing date for both Series	March 19, 2024	March 19, 2024
Minimum Bid lot	Rs. 1,00,000/- (Rupees One Lakh only) and in multiples of Rs.1,00,000/- (Rupees One Lakh only) thereafter	Rs. 1,00,000/- (Rupees One Lakh only) and in multiples of Rs.1,00,000/- (Rupees One Lakh only) thereafter
Manner of bidding in the Issue	Open	Open
Manner of allotment in the Issue	Multiple yield	Multiple yield
Manner of settlement in the Issue	ICCL	ICCL
Trading Lot Size	1 (One) Debenture and in multiple of 1 (One) Debenture thereafter	1 (One) Debenture and in multiple of 1 (One) Debenture thereafter
Anchor Portion and Anchor Investors	NA	NA
Settlement cycle [T+1/ T+2] where T refers to the date of bidding/ issue day	T+1	T+1

The issue of Debentures under this Key Information Document does not form part of non-equity regulatory capital mentioned under Chapter V (*Issuance and Listing of perpetual debt instruments, perpetual non-cumulative preference shares and similar instruments*) of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Chapter XIII (*Issuance, Listing and Trading Non-Equity Regulatory Capital*) of the Master Circular issued by SEBI bearing the reference number SEBI/HO/DDHS/PoD1/P/CIR/2023/119 dated August 10, 2021 on "*Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper*". The face value of each Debenture issued on a private placement basis for respective 'Security Name' shall be as per 'Face Value' as mentioned under Section 4 – Summary Term Sheet for Debentures below.

For the purposes of this Key Information Document investors may note that:

"**Majority Debenture Holder(s)**" shall mean, with respect to each Series of Debentures, the Debenture Holder(s) holding an aggregate amount representing not less than 75% (Seventy-Five percent) of the outstanding value of the Debentures under such Series, for the time being outstanding;

"**Series**" shall mean either the Series 3A Debentures and/or the Series 3B Debentures as the context may require;

"**Series 3A Debentures**" shall mean the series of Debentures issued by the Company under the Issue, in terms of the Debenture Trust Deed dated March 19,2024 and this Key Information Document in such numbers and aggregating up to such amount as specified in the Key Information Document;

"**Series 3B Debentures**" shall mean the series of Debentures issued by the Company under the Issue, in terms of the Debenture Trust Deed dated March 19,2024 and this Key Information Document in such numbers and aggregating up to such amount as specified in the Key Information Document;

"**Super Majority Debenture Holders**" shall mean the Debenture Holder(s) of an amount representing not less than 75% (Seventy Five Percent) in value of the nominal amount then outstanding of the Debentures under all the Series of Debentures under the Issue collectively;

It is hereby clarified that for the purposes of this Key Information Document, the following Notices clause shall override and prevail Clause 6.9 of Section 6 of the General Information Document dated August 24, 2023, for all intents and purposes:

Notices

(a) Any notice, demand, communication or other request (individually, a "Notice") to be given or made under the Transaction Documents shall be in writing. Such Notice shall be delivered by hand, registered mail/speed post (postage prepaid), recognized overnight courier service or email to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by 5 (Five) days' prior written Notice. Provided however, that in case of a Notice delivered by email , the Party delivering such Notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognized overnight courier service. It is clarified that the time of delivery or deemed delivery of any such Notice delivered by email and followed by the delivery of a physical copy as aforesaid shall be determined based on the original email as opposed to the delivery of the physical copy as aforesaid.

(b) Notice by the Parties to each other and the Debenture Holder(s) shall be deemed to be effectively given and received upon delivery in person, or 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business Day delivery or 5 (Five) Business Days after deposit via certified or registered mail / speed post (postage prepaid), return receipt requested, 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 (Twenty-Four) hours of sending such email), in each case addressed as below:

(i) Bank
ESAF SMALL FINANCE BANK LIMITED
Address: Building No. VII/83/8, ESAF Bhavan, Thrissur-Palakkad National Highway, Mannuthy, Thrissur 680 651, Kerala, India
Attention: Ranjith Raj P
Email: ranjith.raj@esafbank.com
Tel. No.: +91 487 7123 907

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(ii) Trustee
AXIS TRUSTEE SERVICES LIMITED
Address: The Ruby, 2nd Floor ,SW, 29 Senapati Bapat Marg, Dadar West, Mumbai,400028
Attention: Chief Operating Officer
Email: debenturetrustee@axistrustee.in
Tel. No.: 022-62300451

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SECTION 1: REGULATORY DISCLOSURES

Other than to the limited extent set out hereunder, please refer to the General Information Document for disclosures under the Schedule I of Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time.

A. Financial Information:

(a) **The audited financial statements (i.e., Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of 3 (Three) completed years along with the auditor's report and the requisite schedules, footnotes, summary, etc.:**

Standalone Audited Financial Statement

BALANCE SHEET

(Rs. In Crore)

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
CAPITAL AND LIABILITIES				
Capital	514.78	449.47	449.47	449.47
Employee Stock Options Outstanding	5.69	5.88	4.81	-
Reserves and Surplus	1,967.26	1,259.65	957.32	902.59
Deposits	18,859.62	14,665.62	12,815.07	8,999.43
Borrowings	2,406.23	3,354.20	2,952.83	1,694.00
Other Liabilities and Provisions	546.88	488.83	528.06	293.16
Total	**24,300.46**	**20,223.65**	**17,707.56**	**12,338.65**
ASSETS				
Cash and Balances with Reserve Bank of India	896.21	739.55	1300.67	1618.07
Balances with Banks and Money at Call and Short Notice	80.01	27.50	211.24	201.05
Investments	5,684.74	4,888.53	4,070.30	1,932.07
Advances	16,808.42	13,924.33	11,637.00	8,167.59
Fixed Assets	200.26	187.93	159.47	138.51
Other Assets	630.82	455.81	328.88	281.36
Total	**24,300.46**	**20,223.65**	**17,707.56**	**12,338.65**
Contingent Liabilities	2.13	1.90	2.05	1.50
Bills for collection	-	-	-	-

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PROFIT AND LOSS ACCOUNT

(Rs. In Crore)

Particulars	As at December 31, 2023	Year ended March 31, 2023	Year ended March 31, 2022	Year ended March 31, 2021
I.INCOME				
Interest Earned	2,816.43	2,853.66	1,939.93	1,641.17
Other Income	291.98	287.91	207.58	127.25
Total	**3,108.41**	**3,141.57**	**2,147.51**	**1,768.42**
II.EXPENDITURE				
Interest Expended	1,037.48	1,017.32	792.79	719.58
Operating Expenses	1,192.92	1,230.54	862.87	631.86

Provisions and Contingencies	495.79	591.38	437.12	311.59
Total	**2,726.19**	**2,839.24**	**2,092.78**	**1663.03**
III.PROFIT/LOSS				
Net Profit for the period/ year (I – II)	**382.22**	**302.33**	**54.73**	**105.40**
Profit brought forward from Previous Year	542.02	321.50	306.24	227.20
	924.24	**623.83**	**360.98**	**332.59**
IV.APPROPRIATIONS				
Transfer to Statutory Reserve	-	75.58	13.68	26.35
Transfer to Capital Reserve	-	0.28	3.73	-
Transfer to/(from) Investment Fluctuation Reserve Account	-	5.95	22.07	-
Balance carried over to Balance Sheet	924.24	542.02	321.50	306.24
Total	**924.24**	**623.83**	**360.98**	**332.59**
Earnings per share (Face Value of Rs.10/- each)				
Basic	8.27	6.73	1.22	2.46
Diluted	8.26	6.71	1.22	2.46

CASH FLOW STATEMENT

(Rs. In Crore)

Particulars	Year ended March 31, 2023	Year ended March 31, 2022	Year ended March 31, 2021
Cash Flows from Operating Activities			
Net Profit before tax	406.04	73.85	141.37
Adjustments for:			
Depreciation on Fixed Assets	41.79	32.77	28.57
Amortisation of Premium on HTM Investments	6.27	8.03	6.85
Profit on sale of investments (net)	(15.64)	(43.51)	(23.04)
Profit/(Loss) on sale of Fixed Assets	0.34	(0.01)	2.33
Provision for Non Performing Advances	615.79	320.67	188.73
Provision/ (Reversal) for Standard Advances	(128.11)	93.62	92.55
Expense on Employee Stock Option	1.07	4.81	-
Provision for Depreciation on investments	91.39	23.31	(1.14)
Provision/ (Reversal) for Other Contingencies	5.45	3.41	(5.71)
	1,024.40	**516.96**	**430.51**
Adjustments for:			
(Increase)/ Decrease in Investments (other than HTM Investments)	(397.61)	(1,197.94)	407.54
(Increase)/ Decrease in Advances	(2,903.12)	(3,790.09)	(1,808.49)
(Increase)/ Decrease in Fixed Deposit with Banks (Original Maturity greater than 3 months)	-	(0.29)	226.43
(Increase)/ Decrease in Other Assets	(169.35)	(49.74)	(42.40)
Increase/ (Decrease) in Deposits	1,850.55	3,815.65	1,971.04
Increase/ (Decrease) in Other liabilities and provisions	83.43	137.86	52.13
Direct taxes paid	(61.30)	(16.90)	(109.31)
Net Cash Flows from/(used in) Operating Activities (A)	**(573.00)**	**(584.50)**	**1,127.45**
Cash Flows from/(Used in) Investing Activities			

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Purchase of Fixed Assets	(71.65)	(54.01)	(49.50)
Proceeds from Sale of Fixed Assets	1.07	0.28	0.19
(Increase)/ Decrease in Held to Maturity Investments	(502.64)	(928.12)	(588.64)
Net Cash Used in Investing Activities (B)	**(573.22)**	**(981.85)**	**(637.96)**
Cash Flows from/(Used in) Financing Activities			
Proceeds from Issue of Share Capital (including Share Premium)	-	-	162.59
Share Issue Expenses	-	-	-
Increase/(Decrease) in Borrowings	401.36	1,258.83	490.68
Cash Flows from/(Used in) Financing Activities (C)-	**401.36**	**1,258.83**	**653.27**
Net Increase/(Decrease) in Cash and Cash Equivalents (A+B+C)	**(744.86)**	**(307.52)**	**1,142.76**
Cash and Cash Equivalents at the beginning of year	**1,511.28**	**1,818.80**	**676.04**
Cash and Cash Equivalents at the end of year	**766.42**	**1,511.28**	**1,818.80**

Consolidated Audited Financial Statements

Not Applicable

(b) **The unaudited financial information with limited review report (for the interim period) along with the auditor's report and the requisite schedules, footnotes, summary, etc.:**

Enclosed as **Annexure IV** of this document

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B. **Key Operational and Financial Parameters on consolidated and standalone basis[1]:**

Standalone basis:

(Rs. In Crore)

Particulars	Unaudited 31- Dec 2023	Audited 31- March 2023	Audited 31- March 2022	Audited 31- March 2021
Net Worth	2,482.05	1709.12	1406.79	1352.06
Cash and Cash equivalents	976.22	766.42	1511.28	1818.80
Loans	16808.42	13924.33	11637.00	8167.59
Loans (Principal Amount)				
Total Debts to Total assets	9.90%	16.59%	16.68%	13.73%
Interest Income	2816.43	2853.65	1939.92	1641.17
Interest Expense	1037.48	1017.32	792.79	719.58
Impairment on Financial Instruments	NA	NA	NA	NA
Bad Debts to Loans	NA	NA	NA	NA
% Stage 3 Loans on Loans (Principal Amount)	4.16%	2.49%	7.83%	6.70%
% Net Stage 3 Loans on Loans (Principal Amount)	2.19%	1.13%	3.92%	3.88%
Tier I Capital Adequacy Ratio (%)	18.91%	18.12%	16.16%	21.54%
Tier II Capital Adequacy Ratio (%)	2.12%	1.71%	2.47%	2.69%

[1] As IndAS is not applicable to the Bank, disclosures have been made according to were prepared in accordance with Generally Accepted Accounting Principles in India (IGAAP).

Consolidated basis:

Not applicable

C. Details of any other contingent liabilities of the issuer, based on the latest audited financial statements including amount and nature of liability:

(Rs. In Crore)

Particulars	As at December 31, 2023	As at March 31, 2023	As at March 31, 2022	As at March 31, 2021
Claims against the Bank not acknowledged as debts	-	-	-	-
Liability on account of outstanding forward exchange contracts	-	-	-	-
Guarantees given on behalf of constituents - in India	1.57	1.40	1.55	1.30
Acceptances, endorsements and other obligations	-	-	-	-
Other items for which the Bank is contingently liable	0.56	0.50	0.50	0.20

D. The amount of corporate guarantee or letter of comfort issued by the Issuer along with details of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued.

NIL

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E. Details of share capital as at last quarter end, being December 31, 2023:

Share Capital	Amount in Crores
Authorised	
600,000,000 Equity shares of Rs. 10 each	600.00
TOTAL	600.00
Issued, Subscribed and Fully Paid- up	
514,779,858 Equity Shares of face value of ₹10 each	514.78
TOTAL	514.78

F. Changes in its capital structure as at last quarter end, being December 31, 2023, for the preceding three financial years and current financial year:

Date of Change (AGM / EGM)	Existing	Revised	Remark
November 09, 2023	449,473,798	514,779,858	Initial Public Offer
March 31, 2021	427,795,490	449,473,798	Preferential allotment

G. Details of the equity share capital for the preceding three financial years and current financial year:

Date of Allotment	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital		
						No of Equity Shares	Equity Share Capital (Rs. in Cr.)	Equity Share Premium (Rs. in Cr)
November 09, 2023	22,72,727	10	55	Cash	Initial Public Offering (Employee Quota)	45,17,46,525.00	451,74,65,250.00	10,22,72,715.00
November 09, 2023	6,30,33,333	10	60	Cash	Initial Public Offering (Public)	51,47,79,858	514,77,98,580.00	315,16,66,650.00
March 31, 2021	21,678,308	10	75	Cash	Preferential allotment	449,473,798	4,494,737,980	4,887,627,991.95

H. **Details of any acquisition of or amalgamation with any entity in the preceding one year:**

Nil

I. **Details of any reorganization or reconstruction in the preceding one year:**

Nil

J. **Details of the shareholding of the Company as at the latest quarter end, being December 31, 2023, as per the format specified under the listing regulations:**

Enclosed as **Annexure V** of this Key Information Document

K. **List of top 10 holders of equity shares of the Company as at the latest quarter end, being December 31, 2023:**

Sr. No.	Name and category of the Shareholder	Number of Equity Shares of face value of ₹10 each	Total shareholding as % of total number of equity shares
1.	ESAF Financial Holdings Private Limited	27,25,48,391	52.944
2.	Kadambelil Paul Thomas	3,11,86,785	6.0583
3.	Yusuffali Musaliam Veettil Abdul Kader	2,31,18,659	4.49
4.	ESAF Swasraya Multi State Agro Co-operative Society Limited	2,24,13,659	4.354
5.	PNB MetLife India Insurance Company Limited	1,92,35,327	3.7366
6.	Muthoot Finance Limited	1,87,17,244	3.636
7.	Bajaj Allianz Life Insurance Company Limited	1,57,41,095	3.0578
8.	George Ittan Maramkandathil	1,33,33,333	2.5901
9.	PI Ventures LLP	87,34,714	1.6968
10.	ICICI Lombard General Insurance Company Limited	62,39,081	1.212
	Total	43,12,68,288	83.77

L. **Following details regarding the directors of the Company:**

(a) Details of the current directors of the Company as on date:

Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
Ravimohan Periyakavil Ramakrishnan Designation: Part-Time Chairman and Non-Executive Independent Director DIN: 08534931	65 years	Flat No. N 074, DLF New Town Heights, Seaport Airport Road, Opposite Doordarshan Kendra, Kakkanad P.O., Ernakulam 682 030, Kerala	21-12-2019	(i) TP Renewable Microgrid Limited; (ii) Maithon Power Limited; and (iii) CARE Ratings (Africa) Private Limited
Kadambelil Paul Thomas Designation: Managing Director and Chief Executive Officer DIN: 00199925	60 years	Kadambelil House, Mannuthy P.O., Nettissery, Thrissur 680 651, Kerala	01-10-2018	(i) Thrissur Startup Incubation Council
Thomas Jacob Kalappila Designation: Non-Executive Independent Director DIN: 00812892	70 years	Kalappilayil TC 5/2548(2), Krishna Gardens, Golf Links Road, Kowdiar P O, Trivandrum 695 003, Kerala	10-03-2020	(i) Spotmarket Securities Private Limited (ii) Syncon Management Consultants Private Limited (iii) Agappe Diagnostics Limited
Vinod Vijayalekshmi Vasudevan Designation: Non-Executive Independent Director DIN: 02503201	56 years	TC 4/ 2483-1, Saket, Marappalam, UM Road, Pattom Palace P.O, Trivandrum 695 004, Kerala Occupation: Group CEO, FLYTXT, Dubai and Amsterdam	22-12-2021	(i) Flytxt Mobile Solutions International, UAE; (ii) Z3P Tech Fund; (iii) Z3P Global, Mauritius and: (iv) VV Digital Spaces LLP
Ravi Venkatraman Designation: Non-Executive Independent Director DIN: 00307328	64 years	A/4, Plot No. NA-52, New Samrat Society, Andheri Kurla Road, Opp. Vishal Hall, Andheri East	13-12-2022	(i) Aceware Fintech Services Private Limited (ii) Aditya Birla ARC Limited (iii) Kotak Mahindra General Insurance

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Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
		Mumbai 400069, Maharashtra		Company Limited (iv) Bajaj Finserv Mutual Fund Trustee Limited; (v) Avanse Financial Services Limited; (vi) Kotak Mahindra Prime Limited; (vii) Sarvagram Solutions Private Limited;
Kolasseril Chandramohanan Ranjani Designation: Non-Executive Independent Director DIN: 01735529	65 years	Kolasseril House, Neendoor, Vadakkekara, PIN 683 522, Paravur, Ernakulam 683 513, Kerala	13-12-2022	(i) SM Swasthman Foundation
Biju Varkkey Designation: Non-Executive Independent Director DIN: 01298281	57 years	House No. 303, IIM Campus, Vastrapur, Ahmedabad, Gujarat, PIN – 380 015	17-08-2023	(i) V Guard Industries Limited (ii) Konnect CSR Impactors Private Limited
Joseph Vadakekkara Antony Designation: Non-Executive Director DIN: 00181554	72 years	A-1, Chakolas Marina Apartments, Pandit Karuppan Road, Opp. Chakolas Habitat, Thevara, Ernakulam, Kerala, PIN – 682013	18-11-2023	(i) Agappe Diagnostics Limited
Gabriel John Samuel Designation: Non-Executive Nominee Director DIN: 07725212	69 years	N1, Ground Floor, Kailash Colony, Delhi – 110048	13-12-2022	NIL
Ajayan Mangalath Gopalakrishnan Nair	65 years	50/261-C, Shivaganga, House No. 153,	13-12-2022	(i) ESAF Financial Holdings Private Limited

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Name, Designation & DIN	Age	Address	Date of Appointment	Details of other directorship
Designation: Non-Executive Nominee Director DIN: 09782416		Road No. 4- B, Behind Edapally St. George Church, Prashanthinagar, Edapally S.O, Ernakulam 682 024, Kerala		

(b) Details of change in directors in the preceding three financial years and current financial year:

Name, Designation & DIN	Date of Appointment/ Re-appointment	Date of Cessation, if applicable	Date of Resignation if applicable	Remarks
Joseph Vadakekkara Antony Designation: Non-Executive Director DIN: 00181554	29-12-2023	-	-	Change in designation
Biju Varkkey Designation: Non-Executive Independent Director DIN: 01298281	29-12-2023	-	-	Change in designation
Joseph Vadakekkara Antony Designation: Non-Executive Director (Additional) DIN: 00181554	18-11-2023	-	-	Appointment
Joseph Vadakekkara Antony Designation: Non-Executive Independent Director DIN: 00181554	-	16-08-2023	-	Cessation
Biju Varkkey Designation: Non-Executive Independent Director (Additional) DIN: 01298281	17-08-2023	-	-	Appointment
Thomas Jacob Kalappila Designation: Non-Executive Independent Director DIN: 00812892	10-03-2023	-	-	Re-appointment
Ravimohan Periyakavil Ramakrishnan Designation: Part Time Chairman and Non-Executive Independent Director DIN: 08534931	21-12-2022	-	-	Re-appointment
Ajayan Mangalath Gopalakrishnan Nair	13-12-2022	-	-	Appointment

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Name, Designation & DIN	Date of Appointment/ Re-appointment	Date of Cessation, if applicable	Date of Resignation if applicable	Remarks
Designation: Non-Executive Nominee Director DIN: 09782416				
John Samuel Designation: Non-Executive Nominee Director DIN: 07725212	13-12-2022	-	-	Appointment
Ravi Venkatraman Designation: Non-Executive Independent Director DIN: 00307328	13-12-2022	-	-	Appointment
Kolasseril Chandramohanan Ranjani Designation: Non-Executive Independent Director DIN: 01735529	13-12-2022	-	-	Appointment
Alex Parackal George Designation: Non-Executive Independent Director DIN: 07491420	-	12-12-2022	-	Cessation
Asha Morley Designation: Non-Executive Independent Director DIN: 02012799	-	12-12-2022	-	Cessation
Chandanathil Pappachan Mohan Designation: Non-Executive Nominee Director DIN: 02661757	-	31-10-2022	-	Cessation
Saneesh Singh Designation: Non-Executive Nominee Director DIN: 02254868	-	26-08-2022	-	Cessation
Vinod Vijayalekshmi Vasudevan Designation: Non-Executive Independent Director DIN: 02503201	22-12-2021	-	-	Appointment
Saneesh Singh Designation: Non-Executive Nominee Director DIN: 02254868	13-12-2021	-	-	Re-appointment
Kadambelil Paul Thomas Designation: Managing Director and Chief Executive Officer DIN: 00199925	01-10-2021	-	-	Re-appointment

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Name, Designation & DIN	Date of Appointment/ Re-appointment	Date of Cessation, if applicable	Date of Resignation if applicable	Remarks
Santhosh George Designation: Non-Executive Independent Director DIN: 07831505	-	-	26-05-2021	Resignation

(c) Details of directors' remuneration, and such particulars of the nature and extent of their interests in the Issuer (during the current year and preceding three financial years):

Name of the Director	Remuneration (in Rs)	Shareholding on a fully diluted basis (%)
FY 2023-24 (till December 31, 2023)		
Kadambelil Paul Thomas	Rs. 144 Lakhs	6.05
FY 2022-23		
Kadambelil Paul Thomas	Rs. 313 Lakhs	6.94
FY 2021-22		
Kadambelil Paul Thomas	Rs.245 Lakhs	6.94
FY 2020-21		
Kadambelil Paul Thomas	Rs.141 Lakhs	6.94

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(d) Contribution being made by the directors as part of the offer or separately in furtherance of such objects:

NIL

M. Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the Issue and the effect of such interest in so far as it is different from the interests of other persons:

NIL

N. Details of the auditor of the Issuer:

Name of the Auditor	Address	Date of Appointment
Abarna & Ananthan, Chartered Accountants	521, 3rd Main Road, 2nd Phase, 6th Block, Banashankari 3rd Stage, Bengaluru - 560 085, Karnataka, India	December 13, 2022
Kirtane and Pandit LLP, Chartered Accountants	601, 06th Floor, Earth Vintage Building, Near MCGM Pumping Station, Senapati Bapat Marg, Dadar (West), Mumbai - 400028	December 29, 2023

O. Details of change in auditor for preceding three financial years and current financial year:

Name	Address	Date of	Date of	Date of

		Appointment	Cessation, if applicable	Resignation if applicable
Deloitte Haskins & Sells, Chartered Accountants	19th Floor, Shapath-V, S.G. Highway, Ahmedabad 380 015, Gujarat, India	-	December 29, 2023	-
Abarna & Ananthan, Chartered Accountants	521, 3rd Main Road, 2nd Phase, 6th Block, Banashankari 3rd Stage, Bengaluru - 560 085, Karnataka, India	December 13, 2022	-	-

P. Details of the following liabilities of the Issuer, as at the end of the preceding quarter, or if available, a later date:

(i) Details of Outstanding Secured Loan Facilities (in Crore):

Name of Lender	Type of Facility	Amount Sanctioned	Principal Amount outstanding	Redemption Date / Schedule	Security	Credit Rating, if applicable	Asset Classification
Nil							

(ii) Details of Outstanding Unsecured Loan Facilities (in Crore):

S. No.	Name of lender	Type of Facility	Amount Sanctioned (Rs. In Crore)	Principal Amount outstanding	Repayment Date / Schedule	Credit Rating, if applicable
1.	NABARD	Refinance	2747	1,005.00	Multiple maturities, Frequency – Half yearly	NA
2.	SIDBI	Refinance	300	233.33	Multiple maturities, Frequency – Half yearly	NA
3.	Mudra	Refinance	200	149.90	Multiple maturities, Frequency – Half yearly–	NA
4.	PDI - ESAF SWASRAYA MULTI STATE AGRO CO-OPERATIVE SOCIETY LIMITED	Debenture	48	48.00	On maturity	NA
5.	ESAF SWASRAYA MULTI STATE AGRO CO-	Non-convertible Securities	85	85.00	On maturity	CARE A Stable to the extent of Rs. 40 Crore

S. No.	Name of lender	Type of Facility	Amount Sanctioned (Rs. In Crore)	Principal Amount outstanding	Repayment Date / Schedule	Credit Rating, if applicable
	OPERATIVE SOCIETY LIMITED					
6.	ESAF FINANCIAL HOLDINGS PRIVATE LIMITED	Non-convertible Securities	20	20.00	On maturity	CARE A Stable
7.	THE FEDERAL BANK LIMITED	Non-convertible Securities	40	40.00	On maturity	CARE A Stable

(iii) Details of Outstanding non-convertible securities (As of December 31, 2023):

ISIN	Debenture Series	Tenor/ Period o Maturity	Coupon (Rate of Int.)	Amount Outstanding (Rs. In Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured/ Unsecured	Security
INE818W08016	ESFB TIER II- SERIES 2017-18	7 Years	10.50%	20.00	30-Dec-2017	30-Dec-2024	CARE A/Stable (No Watch)	Unsecured	NA
INE818W08024	ESFB TIER II SERIES 2017-18	7 Years	11.50%	20.00	28-Mar-2018	28-Mar-2025	CARE A/Stable (No Watch)	Unsecured	NA
INE818W08032	N.A.	7 Years	11.50%	40.00	01-Jun-2018	01-Jun-2025	CARE A/Stable (No Watch)	Unsecured	NA
INE818W08057	ESFB UNLISTE– TIER II - SERIES I	7 Years	11	25.00	29-Sep-2017	29-Sep-2024	NA	Unsecured	NA
INE818W0806–	TIER II - SERIES I	7 Years	11	20.00	30-Nov-2017	30-Nov-2024	NA	Unsecured	NA
INE818W08073	ESFB TIER I SERIES I	Perpetual	13	48.00	27-Jun-2017	Perpetual	NA	Unsecured	NA
INE818W08081	Sub Debt-EMFIL	10 Years – 1 Month	11.25%	20.00	31 March 2022	30 April 2023	CARE A/Stable (No Watch)	Unsecured	NA
INE818W08099	SUB DEBT-Lower Tier II Basel II	5.6 Years	11.25	85.00	04-Sep-2023	04-May-2029	CARE A/Stable (No Watch)	Unsecured	NA

ISIN	Debenture Series	Tenor/ Period o Maturity	Coupon (Rate of Int.)	Amount Outstanding (Rs. In Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured/ Unsecured	Security
	Bonds - Series 1								

(iv) Details of Commercial Papers issuances as at the end of the last quarter, being December 31, 2023:

Series of NCS	ISIN	Tenor/ Period of Maturity	Coupon	Amount outstanding	Date of Allotment	Redemption Date/ Schedule	Credit Rating	Secured/ unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
NIL										

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(v) List of Top 10 (Ten) holders of non-convertible securities in terms of value (in cumulative basis):

S. No.	Name of holders of Non-convertible Securities	Category of Holder	Face Value of holding (Rs. In crore)	Holding as a % of total outstanding non-convertible securities of the Issuer
1.	ESAF Swasraya Multi-State Agro Co-operative Society Limited	Non-corporate Entity	133.00	47.84%
2.	Federal Bank Limited	Bank	40.00	14.39%
3.	ESAF Financial Holdings Private Limited	NBFC	20.00	7.19%
4	A K Capital Finance Limited	NBFC	16.32	5.87%
5	THAKUR FININVEST PVT. LTD.	Pvt Company	8.00	2.88%
6	RAJEEV KUMAR JAIN	Individual	3.00	1.08%
7	GOEL MANAGEMENT AND CONSULTANTS PVT. LTD.	Pvt. Company	1.10	0.40%
8	VIRENDRA SHYAMNARAYAN SINGH	Individual	1.05	0.38%
9	DISKLAYER TECHNOLOGIES PRIVATE LIMITED	Pvt. Company	0.60	0.22%

10	PRADEEP NARAYAN PANCHOLI	Individual	0.50	0.18%

(vi) List of Top 10 (Ten) holders of outstanding Commercial Papers, in terms of value (in cumulative basis):

S. No.	Name of holders	Category of Holder	Face Value of holding	Holding as a % of total commercial paper of the Issuer
NIL				

(vii) Details of the bank fund-based facilities / rest of borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions or financial creditors:

Name of Party (in case of Facility) / Name of Instrument	Type of Facility / instrument	Amount sanctioned / issued	Principal Amount Outstanding	Date of Repayment / Schedule	Credit Rating	Secured /Unsecured	Security
NIL							

Q. The amount of corporate guarantee or letter of comfort issued by the Issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued (a) in whole or part, (b) at a premium or discount, or (c) in pursuance of an option or not.

NIL

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

NIL

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

The Issuer hereby declares that there has been no material event, development or change having implications on the financials/credit quality at the time of 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.

T. Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the Issue of the General Information Document or this key information document against the promoter of the Company:

Except as mentioned below, there are no pending actions by regulatory and statutory authorities against our Corporate Promoter.

1. The Deputy Director, Employees' State Insurance Corporation ("ESIC"), passed an order dated May 14, 2018 under Section 45A of the Employees' State Insurance Act, 1948, as amended ("ESI Act") on grounds of insufficiency of contribution to the extent that contribution was not paid under the head 'performance incentive' by our Corporate Promoter and directed our Corporate Promoter to pay contribution aggregating to ₹1.65 million in respect of its employees. Our Corporate Promoter responded to such order through its letter dated May 17, 2018, inter alia, (i) praying for an order that the Corporate Promoter is not liable to pay the contribution on performance incentive; (ii) stating that contribution has been paid by the Corporate Promoter in respect of the wages paid to its employees; and (iii) clarifying that it had not considered performance incentive for payment of contribution as it is not a regular payment and varies from employee to employee depending on factors such as performance of sales etc. Our Corporate Promoter also filed an appeal dated June 21, 2018 under Section 45AA of the ESI Act, before the Additional Commissioner and Regional Director, ESIC ("Appellate Authority") for setting aside the order of the Deputy Director, ESIC. However, the Appellate Authority through its order dated September 28, 2018 upheld the order passed by the Deputy Director, ESIC and directed our Corporate Promoter to pay ₹1.24 million as balance contribution due from the Corporate Promoter, after appropriating ₹0.41 million paid in respect of the appeal, within 15 days of receipt of its order. Pursuant to this, our Corporate Promoter filed a petition before the Employees Insurance Court, Thrissur ("EIC") praying for, inter alia, (i) setting aside of the orders passed by the Deputy Director, ESIC and the Appellate Authority, (ii) a declaration that the Corporate Promoter was not liable to pay the amount of contribution, and (iii) a stay on all further proceedings pursuant to the order of the Appellate Authority. The EIC by its order dated November 15, 2018 granted an interim stay on the order passed by the Appellate Authority subject to payment of ₹0.12 million by way of a demand draft in favour of the ESIC and submission of proof of payment on or before February 25, 2019. The same was complied with by our Corporate Promoter. Subsequently, the Deputy Director, ESIC filed an application dated November 21, 2018 before the Recovery Officer, ESIC, for recovery of contribution under Section 45C to 45I of the ESI Act from our Corporate Promoter, aggregating ₹2.21 million. Thereafter, the Recovery Officer, ESIC issued a notice dated December 3, 2018 to our Corporate Promoter in Form No. ESI CP 2 for recovery of ₹2.21 million from our Corporate Promoter. Our Corporate Promoter by its letter dated December 28, 2018 responded to the letter from the Deputy Director, ESIC stating that it has obtained a stay order from the EIC. The matter is currently pending.

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2. There have been past instances of delays in the submission of compliance certificates as required under Pension Fund Regulatory and Development Authority (Aggregators) Regulations, 2015. Pursuant to the audit and inspection for FY 2016-2017 issued by the external auditor appointed by national pension system ("NPS") Trust and the subsequent letters issued by the NPS Trust, our Corporate Promoter and our Bank were directed to amongst other things compensate 1,771 subscribers for the delay in uploading the subscriber contribution file ("SCF") and transferring funds to the trustee bank. Accordingly, our Corporate Promoter was required to compensate its NPS subscribers for an amount aggregating to ₹142,470. Pursuant to letter dated January 2, 2020, our Corporate Promoter has communicated to the NPS Trust that out of the total compensation amount of ₹142,470 payable to 1,771 subscribers, a compensation amount of ₹134,600, pertaining to 1,686 subscribers has been paid by our Corporate Promoter and that the balance amount of ₹7,870 pertaining to 85 subscribers has not been paid owing to technical difficulties, i.e. completion of 60 years of age of certain subscribers or completion of withdrawal process by certain subscribers. Accordingly, our Corporate Promoter has sought guidance from the NPS Trust on how to complete this process. Based on the approval from the NPS Trust and pursuant to letter dated July 28, 2020, our Corporate Promoter has communicated to the PFRDA that out of the balance amount of ₹7,870 pertaining to 85 subscribers, a compensation amount of ₹5860 pertaining to 60 subscribers has been transferred but withdrawal was not processed. Subsequently, pursuant to letter dated March 24, 2021, the Corporate Promoter has communicated to the NPS Trust that the remaining compensation amount of ₹2,010 pertaining to 25 subscribers has been transferred and withdrawal process has also been completed. There is no written communication from PFRDA in this regard.

U. **Details of default and non-payment of statutory dues for the preceding three financial years and current financial year**:

NIL

V. **Details of pending litigation involving the Issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the Issuer, which may affect the Issue or the investor's decision to invest / continue to invest in the Commercial Papers:**

NIL

W. **Details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and if so, the action taken by the Issuer:**

NIL

X. **Details of pending proceedings initiated against the Issuer for economic offences, if any:**

NIL

Y. **Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided:**

Please refer Annexure IV of the General Information Document.

Z. **If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the 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 issue document:**

N.A. as the issuance is unsecured.

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

Axis Trustee Services Limited. A copy of the consent letter of the trustee has been attached herewith as **Annexure III**.

BB. **Additional Disclosures / Reports:**

(a) **In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties, disclosures regarding:**

(i) the names of vendors: Not Applicable
(ii) addresses of vendors: Not Applicable
(iii) descriptions of vendors: Not Applicable
(iv) occupations of the vendors: Not Applicable
(v) the amount paid or payable in cash, to the vendor and where there is more than one vendor, or the company is a sub-purchaser, the amount so paid or payable to each vendor, specifying separately the amount, if any, paid or payable for goodwill: Not Applicable
(vi) the nature of the title or interest in such property proposed to be acquired by the company: Not Applicable
(vii) the particulars of every transaction relating to the property completed within the two preceding years, in which any vendor of the property or any person who is or was at the time of the transaction, a promoter or a director or proposed director of the company, had any interest, direct or indirect, specifying the date of the transaction and the name of such promoter, director or proposed director and stating the amount payable by or to such vendor, promoter, director or proposed director in respect of the transaction: Not Applicable

Provided that if the number of vendors is more than five, then the disclosures as required above shall be on an aggregated basis, specifying the immoveable property being acquired on a contiguous basis with mention of the location/total area and the number of vendors from whom it is being acquired and the aggregate value being paid. Details of minimum amount, the maximum amount and the average amount paid/ payable should also be disclosed for each immovable property.

(b) **The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the Issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default:**

The Bank has Board approved Loan policy which sets forth the principles and standards to be complied with, including those that require to be gradually built up to enhance the procedures and systems, with regard to appraisal, processing, disbursement and administration of credit in the Bank, so as to build a high quality loan portfolio generating optimal returns.

Key objectives of the Policy are:

1. To synchronize with the Bank's Vision statement to become India's leading Social Bank that offers equal opportunities for the whole society through universal financial access and providing financial inclusion, livelihood and economic development as a whole.
2. To ensure that the credit norms, products and processes are green, sustainable and socially responsible, ensuring the triple bottom line of Planet, People and Prosperity.
3. To lay down the principles and guidelines that support extension and management of credit conforming to the business objectives of the Bank and in compliance with the statutory and regulatory guidelines.
4. To establish a commonality of approach on credit basics, appraisal skills, documentation standards and awareness of institutional concerns and strategies, while leaving enough scope for flexibility and innovations.
5. To help identify and seize opportunities for credit delivery, revamp the products and delivery mechanism and introduce innovative products to stay ahead of competition
6. To define delegation of Financial Authority with respect to credit approvals.
7. To ensure consistent classification of assets, including non-performing assets, ensuring adequate provisioning in line with regulatory norms and management of problem accounts.
8. To ensure that the returns are commensurate with the risks undertaken.

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Restructuring / Rescheduling of Existing Loans

As the repaying capacity of the people affected by natural calamities gets severely impaired due to the damage to the economic pursuits and loss of economic assets, relief in repayment of loans becomes necessary in areas affected by natural calamity and hence, restructuring of the existing loans will be required. The said restructuring/ rescheduling is done as per the RBI guidelines.

Penalty

i) There shall be no pre-payment penalty on microfinance loans.

ii) for Other loans Penalty, if any, for delayed payment shall be applied on the overdue amount and not on the entire loan amount

(c) **The aggregate number of securities of the Issuer and its subsidiary companies purchased or sold by the promoter group, and by the directors of the Issuer which is a promoter of the Issuer, and by the**

directors of the Issuer and their relatives, within 6 (six) months immediately preceding the date of filing the Key Information Document with the Registrar of Companies:

NIL

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

For the year 2020-21
Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2021-22
Auditors' reservations or qualifications or adverse remarks: NIL

For the year 2022-23
Auditors' reservations or qualifications or adverse remarks: NIL

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

Nil

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

Nil

CC. Any other material changes in the information contained in the General Information Document:

Please refer Section 6.

DD. Expenses of the Issue: Expenses of the issue along with a break up for each item of expense, including details of the fees payable to separately as under (in terms of amount, as a percentage of total issue expenses and as a percentage of total issue size), as applicable:

S.NO	PARTICULARS	FEE/EXPENSE AMOUNT	% OF TOTAL ISSUE EXPENSES	% OF TOTAL ISSUE SIZE
1.	Lead Manager(s) fees	N. A.	N. A.	N. A.
2.	Underwriting commission	N. A.	N. A.	N. A.
3.	Brokerage, selling commission and upload fees	N. A.	N. A.	N. A.
4.	Fees payable to the registrars to the issue	15,000	4%	0.0002%
5.	Fees payable to the legal advisors	N. A.	N. A.	N. A.
6.	Advertising and marketing expenses*	N. A.	N. A.	N. A.
7.	Fees payable to the regulators including stock exchanges	1,71,000	51%	0.002%
8.	Fee Payable to the Trustee	1,50,000	45%	0.002%
9.	Expenses incurred on printing and distribution of issue stationary**	N. A.	N. A.	N. A.

10.	Any other fees, commission and payments under whatever nomenclature	N. A.	N. A.	N. A.

*As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific advertising and marketing expenses are envisaged to be payable in respect of such issue of Debentures, other than such fees as payable to the EBP platform.

** As the Debentures will be issued by way of private placement to identified investors in accordance with the process prescribed by SEBI, no specific expenses are envisaged to be incurred on printing and distribution of issue stationary in respect of such issue of Debentures.

Note: Bank may remit Issue related expenses including but not limited to the fees/ charges / incentives payable as arrangers fees/ advisory fees/ brokerage / selling commission / marketing/ advertising fees, distribution fees/ any other miscellaneous fees directly or indirectly to any intermediary(ies) appointed by the Bank or any other representative/s agent/s as may be appointed by the intermediary(ies) who may further utilize the same, for marketing purposes, including distributor payouts, either in full or part. Such fees may be finalized depending upon number of factors including but not limited to issue subscription, market conditions, terms of the issue, nature and scope of assignment, profile of counter party etc.

EE. Consent of directors, auditors, bankers to issue, trustees, solicitors or advocates to the issue, legal advisors to the issue, lead managers to the issue, Registrar to the Issue, and lenders (if required, as per the terms of the agreement) and experts.

PARTICULARS	CONSENT
Directors	The Board of Directors unanimously approved the resolution for issuance of the Debentures in the meeting held on March 08, 2024.
Auditors	NA
Bankers to issue	NA
Trustees	The consent from the Trustee is provided vide letter dated March 11, 2024.
Solicitors /Advocates	NA
Legal Advisors	NA
Lead Manager	NA
Registrar	The consent letter from the Registrar is provided vide letter dated March 06, 2024.
Lenders	NA
Experts	NA

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FF. DETAILS OF LEGAL COUNSEL, MERCHANT BANKER, CO-MANAGERS GUARANTOR AND ARRANGERS

Legal Counsel	NA
Merchant banker and co-managers to the Issue (Not applicable for private placement. however, if appointed, to be disclosed)	NA
Guarantor, if applicable	NA
Arrangers, if any	A K Capital Services Limited

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

The trustee of the proposed issue pertaining to the Series 3 Debentures is Axis Trustee Services Limited ("**Trustee**"). Axis Trustee Services Limited has given its written consent for its appointment as trustee to the Issue and inclusion of its name in the form and context in which it appears in the Disclosure Documents and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Trustee is provided in **Annexure III**.

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SECTION 2: DISCLAIMERS

Please refer Section 2 of the General Information Document for disclaimers set out in relation to the Debentures issued under the General Information Document

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SECTION 3: DISCLOSURE OF CASH FLOW AND OTHER DETAILS FOR APPLYING FOR DEBENTURES

A. Disclosure of Cash flow with date of interest/ dividend / redemption payment as per day count convention:

(a) The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made, should be disclosed.

Actual/ Actual

(b) Procedure and time schedule for allotment and issue of securities should be disclosed.

The procedure and time schedule for allotment shall be as per the SEBI Electronic Book Mechanism.

(c) Cash flows emanating from the non-convertible securities shall be mentioned in the offer document, by way of an illustration.

This calculation is based on the assumption that the Deemed Date of Allotment will be on and the scheduled redemption date is a Business Day and is merely illustrative. If there is a change in the Deemed Date of Allotment, calculations will change accordingly.

Company / Issuer	ESAF Small Finance Bank Limited	
Face Value (per security)	Rs. 1,00,000/- (Rupees One Lakh)	
Series	Series 3A Debentures	Series 3B Debentures
Date of Allotment	March 20, 2024	March 20, 2024
Redemption Date	April 20, 2030	April 20, 2031
Tenor	73 months	85 months
Coupon Rate	11.00% (Eleven decimal zero percent)	11.10% (Eleven decimal one zero percent)
Frequency of the interest payment / dividend payment with specified dates	Semi-Annual	Semi-Annual
Day Count Convention	Actual/Actual	

INTEREST PAYMENT SCHEDULE FOR SERIES 3A DEBENTURES

CASH FLOWS	*DATE FOR COUPON AMOUNT BECOMING DUE	NUMBER OF DAYS	AMOUNT (PER DEBENTURE) (IN INR)
Coupon Payment	20-Sep-24	184	5,545.21
Coupon Payment	20-Mar-25	181	5,454.79
Coupon Payment	20-Sep-25	184	5,545.21
Coupon Payment	20-Mar-26	181	5,454.79
Coupon Payment	20-Sep-26	184	5,545.21
Coupon Payment	20-Mar-27	181	5,454.79
Coupon Payment	20-Sep-27	184	5,530.05
Coupon Payment	20-Mar-28	182	5,469.95
Coupon Payment	20-Sep-28	184	5,545.21
Coupon Payment	20-Mar-29	181	5,454.79
Coupon Payment	20-Sep-29	184	5,545.21
Coupon Payment	20-Apr-30	212	6,389.04

Note:
*Payment will be subject to Business Day Convention
Financial Year is considered while calculating leap year

REDEMPTION SCHEDULE FOR SERIES 3A DEBENTURES

CASH FLOWS	*DATE FOR REDEMPTION AMOUNT BECOMING DUE	NUMBER OF DAYS	AMOUNT (PER DEBENTURE) (IN INR)
Principal Instalment	April 20, 2030	2222	100,000.00

Note:
*Payment will be subject to Business Day Convention

INTEREST PAYMENT SCHEDULE FOR SERIES 3B DEBENTURES

CASH FLOWS	*DATE FOR COUPON AMOUNT BECOMING DUE	NUMBER OF DAYS	AMOUNT (PER DEBENTURE) (IN INR)
Coupon Payment	20-Sep-24	184	5,595.62
Coupon Payment	20-Mar-25	181	5,504.38
Coupon Payment	20-Sep-25	184	5,595.62
Coupon Payment	20-Mar-26	181	5,504.38
Coupon Payment	20-Sep-26	184	5,595.62
Coupon Payment	20-Mar-27	181	5,504.38
Coupon Payment	20-Sep-27	184	5,580.33
Coupon Payment	20-Mar-28	182	5,519.67
Coupon Payment	20-Sep-28	184	5,595.62
Coupon Payment	20-Mar-29	181	5,504.38
Coupon Payment	20-Sep-29	184	5,595.62
Coupon Payment	20-Mar-30	181	5,504.38
Coupon Payment	20-Sep-30	184	5,595.62
Coupon Payment	20-Apr-31	212	6,447.12

Note:
*Payment will be subject to Business Day Convention
Financial Year is considered while calculating leap year

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REDEMPTION SCHEDULE FOR SERIES 3B DEBENTURES

CASH FLOWS	*DATE FOR REDEMPTION AMOUNT BECOMING DUE	NUMBER OF DAYS	AMOUNT (PER DEBENTURE) (IN INR)
Principal Instalment	April 20, 2031	2587	100,000.00

Note:
*Payment will be subject to Business Day Convention

B. OTHER DETAILS

(a) **Creation of a Debenture Redemption Reserve:** Please refer Section 4.34(a) of the General Information Document.

(b) **Issue/instrument specific regulations:** Please refer Section 4.34(c) of the General Information Document.

(c) **Default in Payment:** Please refer to the Summary Term Sheet

(d) **Delay in Listing:** Please refer to the Summary Term Sheet

(e) **Delay in allotment of securities:** Please refer to the Summary Term Sheet

(f) **Issue details:** Please refer to the Summary Term Sheet

(g) **Application Process:** Please refer Section 6 of the General Information Document.

(h) **Project details (gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project):** Not Applicable

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SECTION 4: KEY TERMS OF THE ISSUE

SUMMARY TERMS

Series No.	3A	3B
Security Name	11.00% ESAF Small Finance Bank Limited 2030	11.10% ESAF Small Finance Bank Limited 2031
Issuer / Bank	ESAF Small Finance Bank Limited	
Type of Instrument	Listed, rated, taxable, unsecured, transferable, redeemable, fully paid up, Basel II compliant lower Tier II subordinated bonds in the form of non-convertible debentures on a private placement basis.	
Nature of Instrument	The Debentures shall neither be secured nor covered by a guarantee of the Bank or related entity or secured by way of any other arrangements that legally or economically enhances the seniority of the claim vis-à-vis other creditors of the Bank.	
Seniority (Senior or Subordinated)	Subordinated The Debentures shall be: a) Senior to the claims of investors in instruments eligible for inclusion in Tier I and upper Tier II capital of the Bank; b) Subordinated to the claims of the other creditors and depositors of the Bank but shall rank *pari passu* with the other Lower Tier II capital instruments of the Bank (whether present or future); and c) eligible for classification as Lower Tier II Capital of the Bank in accordance with the Basel II Framework.	
Mode of Issue	Private placement	
Eligible Investors	Please refer Section 4.44 of the General Information Document.	
Listing (Name of stock exchange(s) where it will be listed and timeline for listing)	The Debentures are proposed to be listed on the wholesale debt market of BSE Limited / Bombay Stock Exchange. In accordance with the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, and subject to RBI regulations, in case of a delay by the Bank in listing the Debentures beyond such timelines as prescribed under Applicable Law, the Bank shall, subject to Applicable Law, make payment to the Debenture Holders of 1% (One Percent) per annum over the Coupon Rate from the Deemed Date of Allotment till the listing of such Debentures.	
Rating of the Instrument	CARE A; Stable	
Total Issue Size of Debentures	This issue of Debentures is for an aggregate amount up to Rs. 135,00,00,000/- (Rupees One Hundred and Thirty Five Crores Only) in 2 (two) Series as follows:	
	Series 3A Rs. 85,00,00,000/- (Rupees Eighty Five Crores only) which includes a green shoe option of upto Rs. 35,00,00,000/- (Rupees Thirty Five Crores only)	Series 3B Rs. 50,00,00,000/- (Rupees Fifty Crores only) which includes a green shoe option of upto Rs. 25,00,00,000/- (Rupees Twenty Five Crores only)
Issue Size (Series wise)	Series 3A Upto Rs. 85,00,00,000/- (Rupees Fifty Crores only)	Series 3B Rs. 50,00,00,000/- (Rupees Fifty Crores only) which includes

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	which includes a green shoe option of upto Rs. 35,00,00,000/- (Rupees Thirty Five Crores only)	green shoe option of upto Rs. 25,00,00,000/- (Rupees Twenty Five Crores only)
Green Shoe Option (if any)/ option to retain oversubscription	Series 3A Up to Rs. 35,00,00,000/- (Rupees Thirty Five Crores only)	Series 3B Up to Rs. 25,00,00,000/- (Rupees Twenty Five Crores only)
Minimum Subscription	Rs.1,00,000/- (Rupees One Lakh only) and in multiples of Rs.1,00,000/- (Rupees One Lakh only) thereafter	
Objects of the Issue / Purpose for which there is requirement of funds	The Issue Proceeds equivalent to 100% (One Hundred percent) of the funds raised by the Issue will be to augment the Tier II Capital of the Bank for strengthening the Bank's capital adequacy and enhancing the Bank's long-term resources and for the regular business activities of the Bank. The Bank further undertakes that it shall not carry out any other activities as may be prohibited by RBI and / or such other regulators as may be applicable from time to time.	
Details of Anchor (if any)	NA	
Interest Rate Parameter (Zero Coupon, Fixed Coupon or Floating Coupon)	Fixed Coupon	
Bid Opening Date and Bid Closing Date for both Series	Series 3A March 19, 2024	Series 3B March 19, 2024
Minimum Bid Lot	1 (One) Debenture and in multiples of 1 (One) Debenture thereafter	
Manner of bidding (Open or Closed Bidding)	Open	
Manner of Allotment (Uniform Yield Allotment or Multiple Yield Allotment)	Multiple yield	
Manner of Settlement (through Clearing Corporation or through Escrow Bank Account of the Issuer)	ICCL	
Settlement cycle	T+1	
Details of the utilization of the Proceeds	Please refer to the head "**Objects of the Issue**" as provided hereinabove.	
Coupon Rate	Series 3A 11.00%	Series 3B 11.10%
Step Up/Step Down Coupon Rate	NA	
Coupon Payment Frequency	Series 3A Semi-Annual	Series 3B Semi-Annual
Coupon Payment dates	Please refer clause (c) of Section 3 of this Key Information Document for Coupon Payment Dates	
Coupon Type	Fixed	
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	NA	
Day Count Basis	Actual/ Actual	
Interest on Application Money	At the Coupon Rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of	

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	Allotment. Where pay-in Date and Deemed Date of Allotment are the same, no interest on application money shall be paid.	
Default Interest Rate	In case of default in payment of Coupon and/ or redemption of the principal amount of the Debentures on the respective due dates, additional interest of at least 2% (Two Percent) per annum over and above the Coupon Rate shall be payable by the Bank, subject to Applicable Law, for the defaulting period until the defaulted amount together with the delay penalty is paid. Where the Bank fails to execute the Debenture Trust Deed within the period specified by SEBI, then without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Bank shall also pay interest of at least 2% (Two Percent) per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the Coupon Rate, till the execution of the Trust Deed, subject to Applicable Law.	
Tenor	Series 3A 73 months from the Deemed Date of Allotment	Series 3B 85 months from the Deemed Date of Allotment
Redemption Date	Series 3A April 20, 2030	Series 3B April 20, 2031
Redemption Amount	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture under each Series	
Redemption Premium / Discount	NA	
Issue Price	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture under each Series	
Discount at which security is issued and the effective yield as a result of such discount.	NA	
Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount	NA	
Put Option Date	NA	
Put Option Price	NA	
Call Option Date	NA	
Call Option Price	NA	
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	NA	
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	NA	
Rollover Option	NA	
Face Value	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture	
Minimum Application and in multiples of Debt securities thereafter	1 (One) Debenture and in multiples of 1 (One) Debenture thereafter.	
Details about Underwriting of the Issue including the Amount Undertaken to be Underwritten by the Underwriters.	NA	
Series Issue Timing for both Series	Issue Opening Date	March 19, 2024
	Issue Closing Date	March 19, 2024

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	<table><tr><td>Pay-in Date</td><td>March 20, 2024</td></tr><tr><td>Deemed Date of Allotment</td><td>March 20, 2024</td></tr><tr><td>Date of earliest closing of the Issue</td><td>NA</td></tr></table> The Bank reserves the right to change the Issue programme including the Deemed Date of Allotment at its sole discretion in accordance with the timelines specified in the SEBI Debt Listing Regulations without giving any reasons or prior notice. The Issue will be open for bidding as per bidding window that would be communicated through BSE BOND-EBP Platform.
Issuance mode of the Instrument	Demat Only
Trading mode of the Instrument	Demat Only
Settlement mode of the Instrument	NEFT / RTGS
Depository(ies)	NSDL and CDSL
Disclosure of Interest/ Redemption Dates	Please refer clause (c) of Section 3 for Coupon Payment Dates and Redemption Date.
Record Date	15 (fifteen) calendar days (excluding date of intimation and record date) prior to any Due Date, or such other days as may be prescribed under Applicable Law.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer to Section 5 below
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	Not Applicable as the Debentures are unsecured.
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document	Not Applicable as the Debentures are unsecured.
Transaction Documents	In respect of this Issue shall mean the General Information Document, this Key Information Document for this Issue, the Debenture Trust Deed dated March 19, 2024, Trustee Agreement dated March 12, 2024 and the Private Placement Offer Cum Application Letter dated March 19, 2024, as amended from time to time, and any other document that may be designated by the Debenture Trustee as a Transaction Document.

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Conditions Precedent for issuance of Debentures	(i) The Bank shall deliver to the Debenture Trustee, certified true copies of the Bank's constitutional documents, registration certificate and certificate of incorporation, as amended up-to-date; (ii) The Bank shall deliver to the Debenture Trustee, consent letter from the Debenture Trustee and other entities as prescribed under Section 1 conveying their consent in respect of the Issue; (iii) The Bank shall deliver to the Debenture Trustee, a certified true copy of the resolution of the Board of Directors (and / or any committee of Directors) authorising the issue of Debentures and also the execution of the necessary documents in that behalf; (iv) The Bank shall deliver to the Debenture Trustee, a copy of the rating letters in relation to the Debentures issued by the Rating Agencies; (v) Due Diligence Certificate with respect to the Debentures, as may be required under Applicable Law; (vi) Such other Conditions Precedent as set out in the Transaction Documents.
Condition Subsequent	(i) Filing of the relevant documents required to be filed with the Registrar of Companies (if any), *inter alia*, the return of allotment within the timelines specified under the Act and the rules made thereunder; (ii) Completion of listing of the Debentures on the WDM segment of the Stock Exchange; (iii) Credit of the Debentures in the demat account(s) of the allottees; (iv) Such other Conditions Subsequent as set out in the Transaction Documents (if any).
Events of Default	Please refer to Section 5 below
Creation of Recovery Expense Fund	The Bank has created and is maintaining a recovery expense fund in the manner as may be specified by SEBI from time to time and same shall be informed to the Debenture Trustee and Designated Stock Exchange. The recovery expense fund shall be utilized for the activities as may be permitted by the applicable regulations.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to Section 5 below
Provisions related to Cross Default Clause	NA
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as customary for transaction of a similar nature and size and as executed under the appropriate Transaction Documents.
Risk factors pertaining to the Issue	Please refer to Section 3 of the General Information Document.
Governing Law and Jurisdiction	(a) The validity, interpretation, implementation and resolution of disputes arising out of or in connection with the Transaction Documents in relation to this Issue shall be governed by the laws of India. (b) Arbitration

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	(i) Subject to clause (c) below, Parties agree that all claims, differences or disputes between the Trustee and the Bank arising out of or in relation to the activities of the Trustee in the securities market shall be settled by online arbitration conducted in accordance with the SEBI Circular dated July 31, 2023 (bearing reference no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023//131), as amended from time to time ("**ODR Circular**"). (ii) All such proceedings shall be in the English language. The seat of arbitration shall be determined in accordance with the ODR Circular. (iii) The online arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) read with the ODR Circular. (iv) No loss or damage or expenses incurred by the Trustee or the Bank shall be met out of the trust property. (c) Courts and Tribunals To the extent: (i) that the ODR Circular is not applicable to the Debentures; (ii) that the claims, differences or disputes are arising out of or in relation to the Debentures, other than matters referred to in Regulation 14A of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993; (iii) that the claims, differences or disputes are not arbitrable under Applicable Law; (iv) that there are all or any matters which are referable/ capable of being referred to/ being instituted in courts and tribunals pursuant to or in relation to the process of arbitration as set out in clause (b) above; each party submits itself to the exclusive jurisdiction of the courts and tribunals in Mumbai, Maharashtra or Thrissur, Kerala (d) The provisions of this clause shall survive the termination of the Transaction Documents.

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NOTES:

a) If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change will be disclosed by the Bank.
b) The principal and Coupon amount of the Debentures is unsecured. The payment of 100% of the amount of the Debentures and Coupon thereon shall depend on the Bank's performance and financial strength.
c) The Bank has provided details of the "Object of the Issue" in this Key Information Document under Summary Term Sheet.

SECTION 5: TRANSACTION DOCUMENTS AND KEY TERMS

5.1 TRANSACTION DOCUMENTS

The following documents have been executed in relation to the Issue ("**Transaction Documents**"):

(a) The General Information Document dated August 24, 2023;

(b) Debenture Trustee Agreement dated March 12, 2024, which confirms the appointment of Axis Trustee Services Limited as the Trustee ("**Debenture Trustee Agreement**");

(c) Debenture Trust Deed dated March 19, 2024, 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 Bank ("**Debenture Trust Deed**");

(d) Private Placement Offer cum Application Letter dated March 19, 2024 in respect of the Issue in terms hereof;

(e) Such other documents as agreed between the Bank and the Trustee.

5.2 REPRESENTATIONS AND WARRANTIES OF THE BANK

The Bank represents and warrants, with reference to the facts and circumstances as on the date hereof as follows:

(a) **Authority and Capacity**

(i) The Bank has been duly incorporated, organized and is validly existing, under Applicable Law.

(ii) As on date, the Bank is registered with the Reserve Bank of India as a "Small Finance Bank". It has the power to own its assets and carry on its business in substantially the same manner as it is being conducted.

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(b) **Validity and admissibility in evidence:**

All approvals, resolutions and other corporate actions (collectively "**Authorisations**") required or desirable:

(i) to enable the Bank lawfully to enter into, exercise the rights and comply with the obligations in the Transaction Documents to which the Bank 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) to enable the Bank to carry on its business, trade and ordinary activities;

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

(c) **Compliance with Applicable Law**

The Bank has (to the best of its knowledge and belief) complied with all Applicable Laws to which it may be subject, where the failure to so comply would materially impair its ability to perform its obligations under the Transaction Documents.

(d) **Eligibility**

The Bank is eligible to issue the Debentures under the RBI's Basel II Framework and in compliance with the SEBI Debt Listing Regulations.

(e) Binding obligations

The obligations expressed to be assumed by the Bank in each of the Transaction Documents to which the Bank is a party, are subject to any general principles of law and are its binding obligations.

(f) Non-conflict with other obligations

The entry into and performance by the Bank of and the transactions contemplated by the Transaction Documents to which the Bank is a Party do not and will not conflict with:

(i) any Applicable Law binding on it and on the assets of the Bank;

(ii) an order, writ, injunction, decree passed by any court or tribunal or governmental authority;

(iii) the constitutional documents of the Bank; or

(iv) any agreement or instrument binding upon the Bank or any of the assets of the Bank.

(g) Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry of the Bank into, performance and delivery of, the Transaction Documents to which the Bank is a Party and the transactions contemplated by those Transaction Documents.

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(h) No Event of Default

No Event of Default is continuing or might reasonably be expected to result from the making of this Issue and/or execution of the Transaction Documents.

(i) No misleading information

(i) Any factual information provided by the Bank to the Trustee/ Debenture Holder(s) in relation to this issuance is true and accurate in all material respects as at the date such information was provided or as at the date (if any) on which such information is stated, to the best of the Bank's knowledge.

(ii) Nothing has occurred or been omitted to be stated and no information has been given or withheld which should otherwise have been disclosed by the Bank in relation to the Issue as prescribed under Applicable Law.

(j) Financial statements

(i) The audited financial statements of the Bank as of March 31, 2023 were prepared in accordance with Generally Accepted Accounting Principles in India (IGAAP) or in accordance with accounting principles prescribed under Applicable Law which are applicable to the Bank, and consistently applied by the Bank.

(ii) The financial statements give a true and fair view of its financial condition and operations as at the end of and for the relevant financial year.

(k) No proceedings pending

To the best of the knowledge and belief of the Bank, No litigation, arbitration or administrative proceedings of or before any governmental authority have been initiated against the Bank or any of

the directors of the Bank, nor is there subsisting any unsatisfied judgment or award given against the Bank or any of the directors of the Bank by any court, arbitrator or other tribunal, in each case which would result in a Material Adverse Effect.

(l) Insolvency

(i) The Bank 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, nor in any such case, will it become so in consequence of entering into the Debenture Deed.

(ii) The Bank has not taken any action nor (to the best of the knowledge and belief of the Bank) have any steps been taken or legal proceedings been started against the Bank for winding-up, dissolution or re-organization or for the appointment of a liquidator, insolvency resolution professional, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer of it or in respect of any of its assets.

5.3 COVENANTS OF THE BANK

The Bank hereby covenants with the Trustee that the Bank shall (except as may otherwise be previously agreed in writing by the Trustee (acting upon the instructions of the Majority Debenture Holders or Super Majority Debenture Holders (in case the covenant is applicable in respect of all Series)), undertakes to comply with the following covenants:

(a) Utilisation of proceeds of Debentures

The Bank shall utilise the monies received upon subscription of the Debentures solely towards the Purpose. The Bank also agrees to submit to the Trustee, as may be required under Applicable Law, an annual 'end-use certificate' from the statutory auditor of the Bank certifying the compliance with the same, at the end of each financial year till the monies received towards subscription of the Debentures have been fully utilized towards the Purpose.

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The Bank shall, submit to the Stock Exchange, along with quarterly financial results, a statement indicating utilization of issue proceeds of the Debentures, in the format as may be specified by the SEBI, which shall be continued to be given till such time the issue proceeds have been fully utilized or the purpose for which these proceeds were raised has been achieved.

The Bank shall submit to the Stock Exchange, along with the quarterly financial results, a statement disclosing material deviation(s), if any, in the use of Issue proceeds of non-convertible securities the objects of the Issue, in such the format as may be specified by SEBI till such proceeds have been fully utilized or the purpose for which the proceeds were raised has been achieved.

(b) Validity of Transaction Documents

The Bank shall 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 Bank.

(c) Make the Relevant filings under Applicable Law

Pursuant to the Act and the relevant rules thereunder, the applicable guidelines issued by SEBI and RBI, the Bank undertakes to make the necessary filings of the documents mandated therein with the Registrar of Companies and/or the Stock Exchange and/ or RBI within the timelines thereunder to preserve, renew and keep in full force and effect its existence and/or its rights necessary for the operation of its business and/or the legality and validity of any Transaction Documents and/or the transactions contemplated by the Transaction Documents.

(d) Compliance with laws

The Bank shall comply with:

(i) all laws, rules, regulations and guidelines as applicable in respect of the Debentures, including but not limited, in relation to the following: (i) the SEBI Debt Listing Regulations, as amended from time to timeduring the currency of the Debentures; (ii) the provisions of the listing agreement entered into by the Bank with the stock exchange in relation to the Debentures, (iii) the Act; and (iv) the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the other notified rules under the Act;

(ii) all the applicable provisions as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 read with the DT Master Circular to the extent the same is required to enable the Trustee to comply with the same;

(iii) SFB Guidelines and the RBI's Basel II Guidelines, and/or any other notification, circular, press release issued by the SEBI/RBI, from time to time, as may be applicable to the Bank.

(e) Notify the Trustee

The Bank shall provide / cause to be provided information in respect of the following events:

(i) notify the Trustee in writing, of any proposed change in the nature or conduct or scope of the business or operations of the Bank, prior to the date on which such action is proposed to be given effect.

(ii) inform the Trustee of any significant change in the composition of the Board of Directors of the Bank which may amount to a change in 'control' (as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011).

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(iii) Inform the Trustee promptly of any amalgamation, merger or reconstruction scheme proposed by the Bank.

(iv) In case of initiation of forensic audit (by whatever name called) in respect of the Bank, the Bank shall provide following information and make requisite disclosures to the stock exchanges:

A. the fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available; and
B. final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Bank along with comments of the management, if any.

(v) The Bank agrees that it shall forward to the Trustee promptly, whether a request for the same has been made or not:

A. a copy of the Statutory Auditors' and Directors' Annual Report, Balance Sheet and Profit & Loss Account and of all periodical and special reports at the same time as they are issued;
B. a copy of all notices, resolutions and circulars relating to new issue of debt securities at the same time as they are sent to shareholders/ holders of debt securities; and
C. a copy of all the notices, call letters, circulars, etc. of the meetings of debt security holders at the same time as they are sent to the holders of debt securities or advertised in the media including those related to proceedings of the meetings.

(f) Furnish Information to Trustee

Give to the Trustee or their nominee(s) (and to the Debenture Holder(s), if so requested), information as set out below:

(i) Furnish quarterly (unless specified otherwise, in which case, reports shall be submitted according to the specified timeline) report to the Trustee (and to the Debenture Holders), containing the following particulars: -

A. Periodical status/performance reports from the Bank within 7 (Seven) days of the relevant board meeting or within 45 (Forty-Five) days of the respective quarter, whichever is earlier;

B. Updated list of the names and addresses of the Debenture Holder(s);

C. Details of the principal and the Coupon to be made, but unpaid and reasons for the non-payment thereof;

D. The number and nature of grievances received from the Debenture Holder(s) and (a) resolved by the Bank, (b) unresolved by the Bank to the satisfaction of the Debenture Holder(s) and the reasons for the same;

E. Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holder(s). The Bank 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 Trustee and shall advise the Trustee periodically of its compliance;

F. Statement that the quarterly compliance report on corporate governance (if applicable) has been submitted to the Stock Exchange, in the format prescribed by SEBI, within the timelines prescribed in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015; and

G. any other information as may be required by the Trustee pursuant to requirements of Applicable Law.

(ii) The Bank shall provide a copy of the latest annual report and the latest audited financial statements to the Trustee and the Trustee, as per the timelines provided under SEBI (Listing Obligations and Disclosure requirements) Regulations, 2015 and other Applicable Laws, shall be obliged to share the details submitted under this clause with all Debenture Holders within 7 (Seven) working days of their specific request.

(iii) The Bank shall submit a half-yearly certificate along with half-yearly results from the statutory auditor regarding compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the financial results in the manner specified by SEBI from time to time.

(g) The Bank shall also promptly furnish to the Trustee the details of all the grievances received by them in respect of any Series of Debentures and shall comprise the number and nature of grievances received from Debenture Holders and (a) resolved by the Bank (b) unresolved by the Bank and the reasons for the same.

(h) The Bank shall submit the following disclosures to the Trustee in electronic form (soft copy) at the time of allotment of the Debentures:

(i) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the Debentures;

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(ii) Copy of last three years' audited Annual Reports;

(iii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;

(iv) Latest un-audited or audited quarterly and year to year standalone financial results on a quarterly basis on the same day as disclosed to the Stock Exchange in the manner as stated in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

(v) An undertaking to the effect that the Bank would, till the redemption of the Debentures, submit the details mentioned in point (iv) above to the Trustee within the timelines as mentioned in Section I-A under Chapter I (*Uniform Listing Agreement*) of the SEBI Master Circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated July 11, 2023 (bearing reference No. SEBI/HO/CFD/PoD2/CIR/P/2023/120) as amended from time to time, for furnishing/publishing its half yearly/ annual result. Further, the Bank shall submit a copy of the latest annual report to the Trustee, as and when the same is submitted to the Stock Exchange within the timeframe permitted under Applicable Law.

(i) Subject to Applicable Law, the Bank shall not declare or pay any dividend to its shareholders during any financial year unless it has paid the Coupon then due and payable on the Debentures or has made provision satisfactory to the Trustee for making such payment. Further, subject to Applicable Law, the Bank shall not without prior consent of the Trustee, so long as an Event of Default has occurred or is continuing declare or distribute dividend to the shareholders in any year, until the Bank has paid or made satisfactory provision for the payment of the principal and interest due on the Debentures.

(j) The Bank shall promptly submit any information, as required by the Trustee, including but not limited to the following:-

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(i) such documents and intimations as set out in Regulation 52, 53 and 56 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
(ii) by no later than 30 (thirty) days from the relevant Deemed Date of Allotment, a credit letter obtained from the Depository for confirming credit of dematerialized Debentures into the depository accounts of the Debenture Holder(s) within the time-lines prescribed by the Applicable Laws;
(iii) intimations regarding:
  A. all material events and/or information as disclosed to the Stock Exchange under Regulation 51 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 in so far as it relates to the interest, principal, issue and terms of the Debentures, rating, creation of charge on the assets, notices, resolutions and meetings of holders of Debentures, at the same time as disclosed to the Stock Exchange;
  B. any revision in the rating;
  C. any default in timely payment of interest or redemption or both in respect of any Series of Debentures;
  D. all covenants of the Issue (including side letters, accelerated payment clause, etc.);
  E. a breach of covenants/ terms of the Issue by the Bank;
  F. inform the Trustee of one or more of the other creditors of the Bank accelerating its payment obligations on the grounds of (a) a material adverse effect in the financial, operational or regulatory conditions governing the Bank or (b) 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 indebtedness under which the Bank may be obligated as a borrower or guarantor.

(iv) The Bank shall, to the extent required under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and as may be applicable to the Bank, submit to the Stock Exchange, along with the quarterly and annual financial results, the following line items:

A. debt-equity ratio;
B. debt service coverage ratio;
C. interest service coverage ratio;
D. outstanding redeemable preference shares (quantity and value);
E. capital redemption reserve/debenture redemption reserve (if applicable);
F. net worth;
G. net profit after tax;
H. earnings per share;
I. current ratio;
J. long term debt to working capital;
K. bad debts to Account receivable ratio;
L. current liability ratio;
M. total debts to total assets;
N. debtors' turnover;
O. inventory turnover;
P. operating margin percent;
Q. net profit margin percent;

Provided that if any information mentioned in the line items under paragraph (A) to paragraph (Q) above is not applicable to the Bank, it shall disclose such other ratio/equivalent financial information, as may be required to be maintained under Applicable Laws, if any.

(k) Transfer of Unclaimed Redemption Amounts.

Comply with the provisions of the Applicable Law relating to transfer of unclaimed redemption and Coupon amounts in respect of any Series of Debentures to Investor Education and Protection Fund ("**IEPF**"), if applicable to it.

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(l) The Bank hereby agrees to comply with the matters specified in Section 71 of the Companies Act, 2013 and the clauses of Form No. SH.12 as specified under the Companies (Share Capital and Debentures) Rules, 2014, to the extent applicable to it and subject to Applicable Law, as if they are actually incorporated in the Trust Deed.

(m) Within 15 (Fifteen) Business Days of receipt of a request from the Trustee, the Bank shall authenticate any information relating to the Debentures, to be submitted by the Trustee with the Information Utility.

(n) The Bank shall submit to the Trustee, such information as may be required by the Trustee from time to time for the effective discharge of its duties and obligations.

(o) On a quarterly basis, the Bank shall furnish the compliance status with respect to financial covenants of the listed debt securities certified by statutory auditor of listed entity to the Trustee pursuant to Chapter V of the SEBI Master Circular.

(p) The Bank hereby covenants and undertakes that it shall furnish the documents/ information/ reports/ certificates, as applicable and as may be requested by the Trustee, to enable the Trustee to submit the same to the Stock Exchange(s) and to enable the Trustee to conduct continuous and periodic due diligence and monitoring of compliance with covenants, in the manner specified by SEBI from time to time within such timelines as prescribed under Chapter II and Chapter IV of the SEBI Master Circular, (including any amendments or restatements thereof).

(q) The Bank shall submit a due diligence certificate issued by the Trustee, in the applicable format prescribed under Schedule IVA of the SEBI (Issue and Listing of Non-Convertible Securities), 2021 and necessary certificates/ reports to the Stock Exchange, on or prior to issuing this Key Information Document.

(r) The Bank shall keep proper books of account as required by the Act and make true and proper entries of all dealings and transactions of the business of the Bank and keep the said books of account and all other books, registers and other documents relating to the affairs of the Bank at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Bank will ensure that all entries in the same relating the business of the Bank shall at all reasonable times be open for inspection of the Trustee and such Person or Persons as the Trustee shall, from time to time, in writing for the purpose, appoint.

(s) The Bank shall pay all such stamp duty taxes, charges, if and when the Bank may be required to pay in relation to the Debentures issued under the Trust Deed according to the laws for the time being in force in the State of Kerala, and in the event of the Bank failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Bank shall reimburse the same to the Trustees on demand.

(t) The Bank shall ensure that the Debentures are rated by the Rating Agencies and continue to be rated by the Rating Agencies until their redemption.

(u) The Bank shall take all steps necessary to obtain the in-principle approval from the Stock Exchange for listing the Debentures on or prior to the date of providing the General Information Document to the EBP(s) and to take all steps necessary to get the Debentures listed within the timelines specified under Applicable Law.

(v) The Bank will endeavour to maintain the below mentioned covenants till all the amounts outstanding are repaid:

(i) Maintenance of the credit rating of the Bank and/ or the Debentures by any of the credit rating agencies, in accordance with Applicable Law;
(ii) Maintenance of the current credit rating/outlook of the Bank / Debentures as on Deemed Date of Allotment from any credit rating agency;
(iii) No assignment of new long-term credit rating below 'A' from any credit rating agency.

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(w) Financial Covenants and Conditions

(i) DEBENTURES TO RANK PARI PASSU

The Debentures under each Series shall rank *pari passu*, inter se, without any preference or priority of one over the other or others of them.

(ii) COUPON

(a) INTEREST ON APPLICATION MONEY

As specified in the Summary Term Sheet.

(b) COUPON RATE

As specified in the Summary Term Sheet.

(c) COMPUTATION OF COUPON

All Coupon accruing on the face value of the Debentures shall accrue from day to day at the applicable Coupon Rate and rounded off to the nearest Rupee. The Coupon shall be computed on the Outstanding Principal Amount on the relevant Debentures for the period commencing from the Deemed Date of Allotment (or the previous Coupon Payment Date on which the Coupon has been fully paid) and expiring on the immediately succeeding Coupon Payment Date and such Coupon shall be paid on the said succeeding Coupon Payment Date. The Coupon shall be computed in accordance with the day count basis as specified in the Summary Term Sheet.

(d) COUPON PAYMENT DATE(S)

The Coupon shall be made to the Debenture Holders on such dates as specified in the Summary Term Sheet.

(iii) SUBORDINATED DEBT

The Issue is being made pursuant to the RBI's Basel II Framework and the SFB Guidelines and is eligible for inclusion in the Lower Tier II Capital of the Bank. The claims of the investors in Debentures shall be:

(a) senior to the claims of investors in instruments eligible for inclusion in Tier I Capital and upper Tier II Capital of the Bank; and
(b) subordinate to the claims of all other creditors of the Bank but shall rank *pari passu* with the claims of other investors holding Lower Tier II Capital instruments of the Bank.

(iv) TIER II CAPITAL

(a) The Debentures are being issued by the Bank for raising funds towards its Lower Tier II Capital and accordingly the Debentures will constitute "subordinated debt" of the Bank as understood under the relevant rules and regulations issued by the RBI in this regard particularly under, Annex 5 of the RBI's Basel II Framework.

(b) As the bonds being issued shall be the subordinated debt of the Bank, any clause in this Deed which is not in compliance with the regulations of RBI for permitting a subordinated debt to be treated as Lower Tier II Capital will be deemed to have no force or effect unless prior consent of the RBI is obtained in this regard.

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(v) REDEMPTION

(a) The Bank shall inform the Trustee of the Redemption Date(s) for the Debentures. The tenure of the Debentures shall be as specified in the Summary Term Sheet. Provided however that the tenure of the Series of the Debentures cannot be less than the minimum maturity period prescribed under the RBI's Basel II Framework. It is further clarified that the Bank cannot issue the Debentures with a put option and/or a step-up mechanism.

(b) Redemption of the Debentures hereunder will be proportionate to the investment made by each Debenture Holder.

(c) The Bank shall furnish the details of payments made to the Debenture Holders, containing the following, towards redemption or the payment of the principal amount and Coupon in respect of the Debentures to the Exchange:

(i) Principal Amount paid;
(ii) Coupon paid; and
(iii) Date of payment.

(vi) PAYMENTS

Payments will be made to the registered Debenture Holder(s) / Beneficial Owner(s) as on the Record Date and in case of joint holders of Debentures to the one whose name stands first in the list of Beneficial Owner(s) provided to the Bank by the RTA / Depository (NSDL/ CDSL) on the Record Date. Such payments shall be made by cheque or warrant drawn by the Bank on its bankers or by electronic mode viz. RTGS / NECS / NEFT, system or any other mode that may be permissible under Applicable Law.

(vii) **BUSINESS DAY CONVENTION**

(a) If any Coupon Payment Date falls on a day which is not a Business Day, then the immediately succeeding Business Day shall be the due date for such payment however, the dates of the future Coupon payments would be as per the schedule originally stipulated in the Summary Term Sheet.

(b) If the Redemption Date (including the last Coupon Payment Date) or the due date for performance of any obligations by the Bank under any of the Transaction Documents or the due date in respect of all other monies payable hereunder falls on a day which is not a Business Day, then the immediately preceding Business Day shall be the due date for such payment.

(c) It is hereby clarified that any payments shall also be subject to the day count convention as per the SEBI Debt Listing Regulations.

(viii) **TAXATION**

(a) Coupon on the Debentures is subject to deduction of income tax under the provisions of the Income Tax Act, 1961 ("**IT Act**") or any other statutory modification or re-enactment thereof, as applicable. Debenture Holder(s) desirous of claiming non-deduction or lower deduction of tax at source ("**TDS**") under Applicable Laws, as the case may be, shall be required to submit the declaration/ certificates as per format prescribed under Applicable Laws with the Bank through the RTA at the below mentioned address on or prior to the relevant Record Date for payment of Coupon:

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Particulars	Contact Details of the RTA
Name	Link Intime India Private Limited
Correspondence Address	C 101, 247 Park, L B S Marg,Vikhroli West, Mumbai 400 083
Contact Person	Ganesh Jadhav
Designation	Manager
E-mail ID	ganesh.jadhav@linkintime.co.in
Tel. No.	+91 22 49186000
Fax No.	+91 22 49186000
Link for online submission	https://liiplweb.linkintime.co.in/formsreg/submission-of-form-15g-15h.html

(b) In case of non-receipt of such prescribed declaration/ certificate from the Debenture Holder(s) claiming non-deduction or lower deduction of tax at source under Applicable Laws, on or prior to the relevant Record Date, the Bank shall make TDS in accordance with the prescribed rates prior to credit of Coupon on the Debentures.

(c) Debenture Holders may seek/ may be granted, as the case may be, non-deduction or lower deduction of tax at source as per the IT Act.

(d) In case(s) where the Debenture Holder(s) do not submit the declaration/ certificates as per the format prescribed under Applicable Laws with the Bank through the RTA at the specified address on or prior to the relevant Record Date for payment of Coupon, the Bank shall not be liable to refund the applicable amount of tax deducted at source and the Debenture Holders would be required to directly take up with the tax authorities for refund, if any.

(ix) **ADDITIONAL INTEREST**

(a) In case of default in payment of Coupon and/ or redemption of the principal amount of the Debentures on the respective Due Dates of any Series of Debentures, additional interest of at least 2% (Two Percent) per annum over and above the Coupon Rate shall be payable by the Bank for the defaulting period until the defaulted amount together with the delay penalty

is paid, in compliance with SEBI Debt Listing Regulations, as may be updated/ amended from time to time.

(b) Where the Bank fails to execute the Trust Deed within the period specified by SEBI, then without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Bank shall also pay interest of at least 2% (Two Percent) per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the Coupon Rate, till the execution of the Trust Deed.

(x) FURTHER BORROWINGS

The Bank shall be entitled to make further issue of Debentures and/or raise further loans and/or avail of further deferred payment/guarantee facilities from time to time for such amounts and from such persons/public financial institutions/banks or any other financial corporations or body corporate or persons on such basis as may be agreed with such lender, and shall not require any permission/consent of the Debenture Trustee/ Debenture Holder for the same so long as no Event of Default has occurred and is continuing. The Bank may also issue non-convertible debentures under the same ISIN(s) for the current and the future issues in accordance with Chapter VIII of the Debentures Master Circular.

(xi) TRANSFER OF DEBENTURES

(a) The Debentures shall be freely transferable and transmittable by the Debenture Holder(s) in whole or in part without the prior consent of the Bank when made in accordance with the Transaction Documents. The Debenture Holder(s) shall also have the right to novate, transfer or assign its rights and/or the benefits under the Transaction Documents upon such transfer/transmission of the Debentures.

(b) Transfer and transmission of the Debentures shall be subject to the Depositories Act, 1996, the rules made thereunder, the byelaws, rules and regulations of the Depositories as amended from time to time.

(c) It is clarified that the Bank shall not assign any of the rights, duties or obligations under this Trust Deed or in relation to the Debentures without the prior written consent of the Trustee (acting on the instructions of all the Debenture Holder(s)).

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(xii) DEBENTURES FREE FROM EQUITIES

The Debenture Holder(s) will be entitled to their Debentures free from equities or cross claims by the Bank against the original or any intermediate holders thereof.

(xiii) DEBENTURE HOLDER NOT ENTITLED TO SHAREHOLDERS' RIGHTS

The Debenture Holder(s) shall not be entitled to any of the rights and privileges available to the shareholders of the Bank including right to receive notices of or to attend and vote at general meetings.

If, however, any resolution affecting the rights attached to the Debentures is placed before the shareholders, such resolution will first be placed before the Debenture Holder(s) for their consideration.

(xiv) MODIFICATIONS TO THESE PRESENTS

The Trustee shall concur with the Bank (without requiring any approval of the Debenture Holder(s)) in making any modifications in these presents which is essential and in the opinion of the Trustee would not be materially prejudicial to the interests of the Debenture Holder(s), and to any modification of the terms of the Debentures or any of the other Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error or which is required to be made pursuant to change in Applicable Law. Any other change or modification to the terms of the Debentures or the Trust Deed shall require approval by the Majority Debenture Holder(s) (if the modification concerns a specific

Series) or the Super Majority Debenture Holders (if the modification concerns all Series). Upon obtaining such approval, the Trustee and the Bank shall give effect to the same by executing necessary deed(s) supplemental to these presents.

(xv) BREACH OF COVENANT BY THE BANK MAY BE WAIVED

The Trustee may, at any time, waive on such terms and conditions as to them shall seem expedient, any breach by the Bank of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee in respect of any subsequent breach thereof provided however that the prior consent of the Super Majority Debenture Holder(s) or Majority Debenture Holder(s) (in case such breach is in respect of any particular Series) shall have been obtained by the Trustee for any such waiver.

(xvi) Until the Final Settlement Date, the Bank shall maintain a Capital Adequacy Ratio, as prescribed by the RBI from time to time.

5.4 ADDITIONAL COVENANTS

The Bank hereby covenants with the Trustee that the Bank shall, in addition to the covenants set out above, (except as may otherwise be previously agreed in writing by the Trustee (acting upon the instructions of the Majority Debenture Holders or Super Majority Debenture Holders (in case the covenant is applicable in respect of all Series)), undertakes to comply with the following covenants during the continuance of the Debenture Trust Deed:

(a) Notify the Trustee:

(i) Promptly inform the Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the Act or the Insolvency and Bankruptcy Code, 2016 having been received or any other notice under any other provision of Applicable Law in relation to the winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Bank and causing a Material Adverse Effect on the Bank or if a receiver is appointed in respect of any of its properties or business or undertaking;

(ii) Promptly after the Bank obtains knowledge thereof, notice of the occurrence of any event which constitutes an Event of Default specifying the nature of such event and any steps the Bank is taking and proposes to take to remedy the same.

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(b) Preserve Corporate Status

The Bank shall diligently preserve its corporate existence and status and its license to conduct business as a small finance bank 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.

(c) Further Assurances

The Bank 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 Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Trustee;

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

(iii) 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 under any Applicable Laws;

5.5 EVENTS OF DEFAULT

If one or more of the events specified herein under happens, the Trustee shall, upon request in writing of the Super majority Debenture Holder(s) (provided however, that in case of occurrence of the event as stated in clause (c), such request may be provided by the Majority Debenture Holder(s) of the Series in respect of which such event has occurred), and subject to Applicable Law, be entitled to call an 'Event of Default' by issuing a notice in writing to the Bank (hereinafter each an "**Event of Default**" and collectively, "**Events of Default**") and take actions as set out in Clause 5.6 and Clause 5.7 (*Nominee Director)* below:

(a) The Bank is (or is declared by a court to be) insolvent or bankrupt or unable to pay its debts as they fall due, or enters into an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts, or stops or suspends payment of all its debts by reason of actual financial difficulties, or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium is agreed or declared in respect of or affecting all the debts of the Bank;

(b) The Bank commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or the entry of an order for relief in an involuntary proceeding under any such law, or the appointment or taking possession by a receiver, liquidator, insolvency resolution professional, assignee (or similar official) for all or a substantial part of its property;

(c) Failure of the Bank to make any Payment on the respective Due Date;

(d) Any breach of any of the covenants, representations or warranties provided by the Bank in terms of this Trust Deed and the relevant Disclosure Documents and such breach continues for more than 30 (Thirty) calendar days from the date of occurrence of such breach;

(e) It is or becomes unlawful for the Bank to perform any of its obligations under the Transaction Documents;

(f) The Bank fails to obtain, comply with or loses its operating license issued by RBI;

It is hereby clarified that apart from the events specified in Clause (a) to Clause (f) hereinabove, the Debenture Holder shall have no rights to accelerate the Payments in relation to the Debentures.

5.6 Consequences of Events of Default

(a) Upon the occurrence of an Event of Default, the Trustee shall, after obtaining prior written permission of RBI, accelerate repayment of all amounts due and payable in relation to the Debentures and exercise the rights available to the Trustee under Applicable Law.

(b) It is hereby clarified that the Debenture Holder(s) shall not have the right to convert the Debenture of any Series into equity shares of the Bank upon the occurrence of an Event of Default.

5.7 NOMINEE DIRECTOR

Subject to Applicable Law, the Trustee shall have a right to appoint a nominee director on the Board of Directors of the Bank (hereinafter referred to as the "**Nominee Director**") in accordance with the provisions of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 in the event of:

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(a) 2 (two) consecutive defaults in payment of Coupon to the Debenture Holder(s) by the Bank; or

(b) Any default on the part of the Bank in redemption of Debentures.

The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The aforementioned Nominee Director shall be appointed by the Company as a director on its Board of Directors in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 within such timelines as prescribed under Applicable Law and not later than one month from the date of receipt of nomination from the debenture trustee(s) as to appointment of Nominee Director.

5.8 Process of Due Diligence (DD) to be carried out by the Debenture Trustee:

The DD will be carried out as per DT Master Circular and other circulars issued by SEBI from time to time. This would broadly include the following:

- Chartered Accountant (CA) appointed by Debenture Trustee will conduct independent DD as per scope provided, regarding Security offered by the Issuer, as may be applicable.
- CA will ascertain, verify, and ensure that the asset offered as security by the Issuer is / are free from any encumbrances or necessary permission / consent / NOC has been obtained from all existing charge holders, as may be applicable.
- CA will conduct independent DD on the basis of data / information provided by the Issuer.
- CA will, periodically, undertake DD as envisaged in the applicable SEBI circulars depending on the nature of security, as may be applicable.
- On the basis of the CA's report / finding DD certificate will be issued by Debenture Trustee and will be filed with the relevant Stock Exchanges.
- Disclaimers would be incorporated to the effect that:
    a. The Debenture Trustee in no way guarantees / assures full recovery / partial of either principal or interest.
    b. DD conducted is premised on data / information made available to the Debenture Trustee appointed - agency and there is no onus of responsibility on Debenture Trustee or its appointed agency for any acts of omission / commission on the part of the Bank.

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SECTION 6:

ANY MATERIAL DEVELOPMENTS WHICH ARE NOT DISCLOSED IN THE GENERAL INFORMATION DOCUMENT, SINCE THE ISSUE OF THE GENERAL INFORMATION DOCUMENT RELEVANT TO THE OFFER OF THE DEBENTURES ISSUED UNDER THIS KEY INFORMATION DOCUMENT IN RESPECT OF WHICH THIS KEY INFORMATION DOCUMENT IS BEING ISSUED

Sl. No.	Changes
1.	The equity shares of the bank were listed on both BSE Limited and National Stock Exchange of India Limited on November 10, 2023.
2.	The paid-up capital of the bank has increased from Rs. 449.47 Crore as on November 08, 2023 to Rs. 514.77 Crore as on November 09, 2023.
3.	Dr. Joseph Vadakkekara Antony (DIN: 00181554) was appointed as an Additional Director of the Bank by the Board of Directors with effect from November 18, 2023 upto the conclusion of the 07th Annual General Meeting of the Bank. The shareholders of the Bank in the 07th Annual General Meeting approved the appointment of Dr. Joseph Vadakkekara Antony as a Non-Executive Director of the bank for a period of two consecutive years, with effect from November 18, 2023 upto November 17, 2025.
4.	In terms of the approval granted by the RBI vide its letter dated June 23, 2023, M/s. Kirtane and Pandit, Chartered Accountants (Firm Registration Number: 105215W/ W100057) was appointed as one of the Joint Statutory Auditors of the Bank by the shareholders in place of the retiring auditors , M/s. Deloitte Haskins and Sells (Firm Registration No. 117365W), to hold office for a period of three financial years, from the conclusion of the 07th Annual General Meeting until the conclusion of the 10th Annual General Meeting of the bank, subject to the approval of the RBI to be obtained for the Financial Year 2024-25 and Financial year 2025-26.

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SECTION 7: DECLARATION

PART A

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

The extent of disclosures made in this Key Information Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by companies in the past.

For ESAF Small Finance Bank Limited

Name: Kadambelil Paul Thomas
Designation: Director

Date: March 19, 2024
Place: Thrissur

PART B

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DECLARATION BY THE DIRECTORS THAT-

i. Nothing in this Key Information Document is contrary to the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act 2013 and the rules and regulations made thereunder;

ii. the Bank has complied with the provisions of the Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act 2013 and the rules made thereunder;

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

iv. the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter;

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

Investment in non-convertible securities is risky and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the Issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 3 of the General Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

I am authorized by the Board of Directors of the Bank vide resolution dated March 08, 2024 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

Signed

For ESAF Small Finance Bank Limited

Name: Kadambelil Paul Thomas
Designation: Director

Encl:
1. Disclosure prescribed under PAS-4 of Companies (Prospectus and allotment of securities) Rules, 2014
2. Due Diligence Certificate for Debentures issued under this Key Information Document issued by the Debenture Trustee
3. Rating Letters, Rating Rationales and detailed Press Releases from the Rating Agencies for Credit Rating and Rating Rationale
4. List of documents executed in relation to the Issue
5. Trustee Consent Letter
6. In-principle approval from BSE
7. Board Resolution and Shareholder's Resolutions

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ANNEXURE I: APPLICATION FORM

ESAF SMALL FINANCE BANK LIMITED

(Incorporated on May 05, 2016, a public limited company incorporated under the Companies Act, 2013)
Registered Office: Building No.VII/83/8, ESAF Bhavan, Thrissur – Palakkad National Highway, Mannuthy, Thrissur - 680651
Telephone No.: 0487 7123456
Website: www.esafbank.com

SERIES [●] DEBENTURES APPLICATION FORM SERIAL NO.									

Issue of Rated, Taxable, Listed, Redeemable, Transferable, Unsecured, Fully Paid Up Basel II Compliant Lower Tier II Subordinated Bonds in the form of Non-Convertible Debentures of face value of Rs. 1,00,000/- (Rupees One Lakh only) each, aggregating up to Rs. 135,00,00,000/- (Rupees One Hundred and Thirty Five Crores only) (the "Debentures") which includes a green shoe option to retain over subscription of Rated, Taxable, Listed, Unsecured, Transferable, Redeemable, Fully Paid Up Basel II Compliant Lower Tier II Subordinated Bonds aggregating up to Rs. 60,00,00,000/- (Rs. Sixty Crores Only) in the form of non-convertible debentures on a private placement basis in 2 (two) Series (the "Issue").

(Please read carefully the instructions on the next page before filling this form)

Debenture Series	Series 3A [ ] Series 3B [ ]
No. of Debentures applied (in figures)	[●]
No. of Debentures applied (in words)	[●]
Amount (Rs. In figures)	[●]
Amount (Rs. In words)	[●]
NEFT/RTGS Details	[●]
Date on which funds are transferred to ESAF Small Finance Bank Limited	[●]

APPLICANT'S NAME IN FULL (CAPITALS) **SPECIMEN SIGNATURE**

APPLICANT'S ADDRESS

ADDRESS																		
STREET																		
CITY																		
PIN							PHONE								FAX										

APPLICANT'S PAN/GIR NO. _____ IT CIRCLE/WARD/DISTRICT ____

WE ARE ( ) BANKING COMPANY ( ) INSURANCE COMPANY ( ) OTHERS ( ) SPECIFY _____

We have read and understood the Terms and Conditions of the issue of Debentures contained in the Disclosure Documents including the Risk Factors described in the General Information Document dated August 24, 2023 and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. The amount payable on application as shown below is remitted herewith. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

Details of Bank Account (from which the subscription money is remitted)

Bank Name & Branch	[●]
Beneficiary Name	[●]
Nature of Account	[●]
Account No.	[●]
IFSC/NEFT Code	[●]
UTR No. *	[●]

**** Please enclose RTGS alongwith this form.***

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We hereby confirm that the payment(s) made towards subscription of the Rated, Taxable, Listed, Unsecured, Redeemable Fully Paid Up Basel II Compliant Lower Tier II Subordinated Bonds in the nature of non-convertible debentures is made from our bank account(s).

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

(Note: Cheque and Drafts are subject to realisation)

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

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

Taxpayers PAN / GIR No.	IT Circle/Ward/District	( ) Not Allotted
[●]	[●]	
Tax Deduction Status	( ) Fully Exempt	( )Tax to be deducted at Source

(vii) Tick whichever is applicable:

(a) The Applicant is not required to obtain Government approval under the Foreign Exchanges Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares -

☐

(b) The Applicant is required to obtain Government approval under the Foreign Exchange Management (Non-debt Instrument) Rules, 2019 prior to subscription of shares and the same has been obtained, and is enclosed herewith –

☐

List of KYC docs. To be attached with the Application Form:

- Constitution Documents: Certificate of Incorporation, Certificate of commencement of Business, Memorandum & Articles of Association, Regd. Trust Deed in case of Trust, SEBI Registration Certificate in case of Mutual Fund.
- ID Proofs: Certified Copy of PAN Card, Demat Client Master Report
- Address Proof: Form 18 (under Companies Act, 1956) or INC-22 (under Companies Act, 2013) filled with ROC or Certified copy of latest utility bills
- Authorizing docs: Power of Attorney / Board Resolution with specimen signatures certified by the Company Secretary
- Any other document as specified in the Disclosure Documents or as may be demanded by the Bank or as may be required to be provided under Applicable Law by the Applicant

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

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

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures. We undertake that upon sale or transfer to subsequent investor or transferee ("Transferee"), we shall convey all the terms and conditions contained herein and in this General Information Document to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and also hold the Issuer and each of such person harmless in respect of any claim by any Transferee.

WE FUTHER UNDERSTAND THAT:

INVESTMENTS IN SUBORDINATED DEBT SECURITIES INVOLVE A DEGREE OF RISK AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THE DEBENTURES, UNLESS THEY CAN AFFORD TO TAKE RISKS ATTACHED TO SUCH INVESTMENTS. THE DEBENTURES ARE SUBORDINATED DEBT SECURITIES AND NOT FIXED DEPOSITS OF THE BANK AND THEY CANNOT BE USED AS COLLATERAL FOR ANY LOAN MADE BY THE BANK. THE DEBENTURES ARE DIFFERENT FROM FIXED DEPOSITS AND ARE NOT COVERED BY DEPOSIT INSURANCE ISSUED BY THE DEPOSIT INSURANCE AND CREDIT GUARANTEE CORPORATION. UNLIKE THE FIXED DEPOSITS WHERE DEPOSITS ARE

REPAID AT THE OPTION OF DEPOSIT HOLDER, THE DEBENTURES ARE NOT REDEEMABLE AT THE OPTION OF THE DEBENTURE HOLDERS OR WITHOUT THE CONSENT OF THE RESERVE BANK OF INDIA.

By making this application, I/We acknowledge that I/We have understood the terms and conditions of the Issue of Rated, Taxable, Listed, Unsecured, Redeemable Fully Paid-Up Basel II Compliant Lower Tier II Subordinated Bonds in the nature of non-convertible debentures being issued by ESAF Small Finance Bank Limited as disclosed in the General Information Document and Key Information Document.

Applicant's
Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

Application No: [●] Date: [●]

Debenture Series	Series 3A [ ] Series 3B [ ]
No. of Debentures applied (in figures)	[●]
No. of Debentures applied (in words)	[●]
Amount (Rs. In figures)	[●]
Amount (Rs. In words)	[●]
NEFT/RTGS	[●]

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For all further correspondence, please contact the Compliance Officer.

INSTRUCTIONS

- Application must be completed entirely in English, using BLOCK LETTERS.
- Procedure for Issue shall be in accordance with EBP Guidelines.
- A signature can be made either in English or in any other Indian language.
- Application Forms duly completed in all respects, must be lodged at the Bank's registered office.
- All transfers/RTGS must be made payable to the Bank account of the Bank.
- Cheques, cash, money orders, postal orders and stock invest will NOT be accepted.
- As a matter of precaution against possible fraudulent encashment of interest warrants due to loss/misplacement, one is requested to mention the full particulars of the bank account, as specified in the Application Form.
- Interest warrants will then be made out in favour of the bank for credit to one's account. In case the full particulars are not given, cheques will be issued in the name of the Applicant at their own risk.
- One should mention their Permanent Account Number or the GIR number allotted under Income-Tax Act, 1961 and the Income-Tax Circle/Ward/District. In case where neither the PAN nor GIR number has been allotted, the fact of non-allotment should be mentioned in the Application Form in the space provided.
- The application would be accepted as per the terms of the Issue outlined in the Disclosure Document.
- The payment(s) towards subscription of the securities shall be made from the bank account(s) of the Applicants.

Please send the dully filled and signed Application Form to our corporate office address: BUILDING NO.VII/83/8, ESAF BHAVAN, THRISSUR-PALAKKAD NATIONAL HIGHWAY, MANNUTHY, THRISSUR, KERALA – 680651.

ANNEXURE II: PRESS RELEASE AND RATING RATIONALE

[As attached separately]

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ANNEXURE III: DEBENTURE TRUSTEE AGREEMENT AND TRUSTEE CONSENT LETTER

[As attached separately]

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ANNEXURE IV: LATEST AUDITED AND LIMITED REVIEW FINANCIAL STATEMENTS

[As attached separately]

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ANNEXURE V: DETAILS OF SHAREHOLDING

[As attached separately]

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