

Date: 28.10.2022

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Krazybee Services Private Limited



Corporate Identity Number (CIN): U65100KA2016PTC086990

Permanent Account Number: AAGCK1119D

Date and Place of Incorporation: March 16, 2016, Bengaluru, Karnataka, India

Certificate of Registration issued by Reserve Bank of India: N-02.00281

Registered Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya, Bangalore - 560017

Corporate Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya, Bangalore - 560017

Telephone No: 080-41275009, Website: www.kbnbfc.in, Email: legal@krazybee.com

Company Secretary & Compliance Officer: Pallavi Lingaraju Contact detail: +91-9972857010; email address: legal@krazybee.com

Promoter(s): Mr. Madhusudhan Ekambaram and Mr. Krishnakumar Karthikeyan, Finnov Private Limited (Email: legal@krazybee.com and Contact details: 080-41275009)

Date: 28.10.2022

ISSUE OF 890 (EIGHT HUNDRED AND NINETY) RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, REDEEMABLE, PRINCIPAL PROTECTED MARKET LINKED NON-CONVERTIBLE DEBENTURES ("DEBENTURE(S)" OR "NCD(S)") OF FACE VALUE OF RS.10,00,000 (INDIAN RUPEES TEN LAKHS ONLY) EACH, AGGREGATING TO RS. 89,00,00,000 (INDIAN RUPEES EIGHTY NINE CRORES ONLY) (THE "ISSUE"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES PRIVATE LIMITED (THE "COMPANY" OR "ISSUER") COMPRISING OF (a) 390 (THREE HUNDRED AND NINETY) SECURED, UNSUBORDINATED, RATED, LISTED, TRANSFERABLE, REDEEMABLE AND NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,00,000 AND OF THE AGGREGATE FACE VALUE OF 39,00,00,000 (INDIAN RUPEES THIRTY-NINE CRORES ONLY) ("SERIES 1 DEBENTURES"); AND (b) 500 (FIVE HUNDRED) SECURED, UNSUBORDINATED, RATED, LISTED, TRANSFERABLE, REDEEMABLE AND NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,00,000 AND OF THE AGGREGATE FACE VALUE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORES ONLY) ("SERIES 2 DEBENTURES");

This bond issue does not form part of non-equity regulatory capital mentioned under Chapter V of SEBI NCS Regulations, 2021.

Debenture Trustee	Registrar and Transfer Agent	Credit Rating Agency
		
CATALYST Trusteeship Limited Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400 098 Tel.: 022- 49220507 Email: compliancectl-mumbai@ctltrustee.com Contact person: Mr. Umesh Salvi Website: https://catalysttrustee.com/	NSDL Database Management Limited 4 th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 Tel.: 022 -24994200 Email: sachin.shinde@nsdl.co.in Contact person: Sachin V Shinde Website: www.ndml-nsdl.co.in	CRISIL CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076, India Tel.: +91 22 3342 3000 Email: rikin.shah@crisil.com Contact person: Rikin Shah Website: https://www.crisil.com

Type of Placement Memorandum: Private Placement of Market Linked Non-Convertible Debentures

ISSUE SCHEDULE	
Issue Opens on:	October 28, 2022
Issue Closes on:	October 28, 2022
Date of earliest closing of the issue, if any.	Not applicable
Pay in Date	October 28, 2022
Deemed date of allotment	October 28, 2022

ISSUE DETAILS	
Nature	Rated, Secured, Listed, Transferable, Redeemable, Principal Protected Non-Convertible Market Linked Debentures
Number	890 (Five Hundred) Rated, Secured, Listed, Transferable, Redeemable, Principal Protected Non-Convertible Market Linked Debentures ("NCDs" or "Debentures") of face value of Rs. 10,00,000/- (Indian Rupee Ten Lakh) each, aggregating up to Rs. 89,00,00,000/- (Eighty Nine Crores Only) comprising of: a. 390 (Three Hundred and Ninety) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of 39,00,00,000 (Indian Rupees Thirty-Nine Crores Only) ("Series 1 Debentures"); b. 500 (Five Hundred) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of INR 50,00,00,000 (Indian Rupees Fifty Crores Only) ("Series 2 Debentures");
Price per Debenture	10,00,000 (Indian Rupees Ten Lakh) per debentures
Amount	Rs. 89,00,00,000 (Indian Rupees Fifty Crores Only)
Issue size (base issue or green shoe)	Rs. 89,00,00,000 /- (Indian Rupees Fifty Crore Only)
Coupon Rate	Linked to 7.26% GS 2032 as published by FBIL on www.fbil.org.in ("Reference Index")
Coupon Payment Frequency	Bullet payment on Final Redemption Date
Redemption Date	Series 1: April 28, 2024 Series 2: January 28, 2024
Redemption Amount	Each Debenture shall be redeemed at par.
Credit Rating	CRISIL PP MLD-BBB+ Press release by CRISIL on October 14, 2022
Details of Underwriting	Not Applicable
Details of Eligible Investors	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form (" Eligible Investors "): (a) Individuals (b) Hindu Undivided Family

	(c) Trust (d) Limited Liability Partnerships (e) Partnership Firm(s) (f) Portfolio Managers registered with SEBI (g) Association of Persons (h) Companies and Bodies Corporate including Public Sector Undertakings. (i) Commercial Banks (j) Regional Rural Banks (k) Financial Institutions (l) Insurance Companies (m) Mutual Funds (n) NBFCs (o) Foreign Institutional Investors (FIIs) (p) Qualified Foreign Investors (QFIs) (q) Foreign Portfolio Investors (FPIs) (r) Alternative investment funds (s) Any other person eligible to invest in the Debentures. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.
Listing	The Debentures are proposed to be listed on the wholesale debt market segment of the BSE Limited (" BSE " or the " Stock Exchange ").
Electronic Book Provider Platform	Not Applicable.
Details of Debenture Trustee	As specified above

GENERAL RISK

Investment in non-convertible securities involve a degree of risk 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 4 – RISK FACTORS** of this placement memorandum. 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.

ISSUER'S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that this placement memorandum contains all information with regard to the issuer and the issue which is material in the context of the issue, that the information contained in the placement memorandum is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading.

CREDIT RATING

CRISIL has assigned "PP MLD BBB+" rating to the Issue by the Company by a letter dated October 14, 2022. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. For more details on credit rating of the Issuer refer to press release at October 14, 2022]. [Press release by CRISIL on October 14, 2022 (https://www.crisil.com/mnt/winshare/Ratings/RatingList/RatingDocs/KrazyBeeServicesPrivateLimited_October%2014,%202022_RR_303859.html)]

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

LISTING

The Debentures are proposed to be listed on the wholesale debt market segment of the BSE Limited ("BSE" or the "Stock Exchange"). The Company has obtained "in principle" approvals from BSE on October 27, 2022 for listing the Debentures offered through this Issue.

RECOVERY EXPENSE FUND

The Issuer has created the Recovery Expense Fund in accordance with the SEBI REF Circular with the BSE. In this regard, please also refer to the section on "Creation of recovery expense fund" under Section 8 below.

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SECTION 1 DISCLAIMERS

GENERAL DISCLAIMER

This Disclosure Document is neither a prospectus nor a statement in lieu of a prospectus and does not constitute an offer to the public to subscribe to the Issue.

The Debentures are to be listed on BSE and is being made strictly on a private placement basis. The Disclosure Document is not intended to be circulated to more than 200 (two hundred) persons. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. No invitation is being made to any persons other than to those to whom Application Form along with this Disclosure Document have been sent. Any application by a person to whom the Disclosure Document and Application Form have not been sent by the Company shall be rejected without assigning any reason. The person who is in receipt of the Disclosure Document shall maintain utmost confidentiality regarding the contents of the Disclosure Document and shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents without the consent of the Issuer.

This Disclosure Document has been prepared in conformity with the SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, as amended up to date and other applicable laws. Therefore, as per the applicable provisions, a copy of this Disclosure Document has not been filed or submitted to the SEBI for its review and/or approval. It is the responsibility of potential investors to also ensure that any sale by them of the NCDs/Debentures does not constitute an offer to the public within the meaning of the Companies Act.

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

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

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

This Information Memorandum and the contents hereof are intended only for recipients who have been addressed to directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue. The contents of this Disclosure Document is intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

DISCLAIMER OF THE ISSUER

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference, if any) contains all information that is material in the context of the Issue, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements

herein, in the light of the circumstances under which they are made, are not misleading. The sale or transfer of these Debentures outside India may require regulatory approvals in India, including without limitation, the approval of the RBI.

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

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

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

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

DISCLAIMER OF THE VALUATION AGENCY

In accordance with the provisions of Structured Products Guidelines, the third-party valuation agency has been appointed to provide the investors with a third-party valuation of the Debentures. The Valuation Agency will publish a valuation on its website at least once every calendar week, commencing no later than one week after the listing of the Debenture. The valuation shall be available on the website of the Valuation Agency. The Issuer will also make available, as soon as practicable after the listing of the debentures, the valuation provided by the Valuation Agency on the website of the issuer at <https://www.kbncfc.in/> upon request by the debenture holder, the issuer shall arrange to provide such holder the value of the Debentures as determined by the valuation agency. All valuation shall be done by the Valuation Agency on an independent basis and the issuer shall not be responsible for the same in any manner whatsoever. investors may kindly note that the actual value of the debentures are dependent on several factors. investors may kindly note that the valuation provided by the third-party valuation agency shall be its independent valuation and shall not be binding on the Issuer.

Valuation done by the Valuation Agency could be based on simple or complex methodologies adopted for arriving at a fair valuation. Valuation would depend amongst others, on various factors, circumstances, assumptions and the extent to which information is available. Valuation is subjective and due to various dependencies, the conclusion or results drawn may not be exact or similar if somebody else were to adopt and apply the same methods. Valuation agency therefore will not be responsible either for the genuineness or accuracy of the information provided. it is the Issuer's responsibility to keep the valuation agency informed of any material change or adverse circumstances which may impact the current scope of work.

DISCLAIMER OF THE STOCK EXCHANGE

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

It is to be distinctly understood that filing of this Disclosure Document with the BSE should not in any way be deemed or construed that the same has been cleared or approved by the BSE, nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Disclosure Document, nor does the BSE warrant that the Issuer's

Debentures will be listed or will continue to be listed on the Stock Exchange; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer. Every person who desires to apply for or otherwise acquire any Debentures of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the Stock Exchange whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

DISCLAIMER CLAUSE OF SEBI

This Disclosure Document has not been filed with the SEBI. The securities have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this Information Memorandum. It is to be distinctly understood that filing of this Information Memorandum should not, in any way, be deemed or construed that the same has been cleared or vetted by SEBI. SEBI does not take any responsibility for the purpose for which the issue is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum. The issue of Debentures being made on private placement basis, filing of this document is not required with SEBI, however SEBI reserves right to take up at any point of time, with the Company, any irregularities or lapses in this document.

DISCLAIMER OF THE DEBENTURE TRUSTEE

The Debenture Trustee or its agents or advisers associated with the Issue of the Debentures do not undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Disclosure Document and shall not have any responsibility to advise any investor or prospective investor in the Debentures of any information available with or subsequently coming to the attention of the Debenture Trustee, its agents or advisers.

The Debenture Trustee and its agents or advisors associated with the issue of the Debentures have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by Debenture Trustee as to the accuracy or any other information provided by the Issuer. Accordingly, the Debenture Trustee shall have no liability in relation to the information contained in this Disclosure Document or any other information provided by the Issuer in connection with the Issue. The Debenture Trustee is neither a principal debtor nor a guarantor of the Debentures.

DISCLAIMER IN RESPECT OF CREDIT RATING AGENCY

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

DISCLAIMER OF RESERVE BANK OF INDIA

The Debentures have not been recommended or approved by the RBI nor does RBI guarantee the accuracy or adequacy of this Disclosure Document. It is to be distinctly understood that this Disclosure Document should not, in any way, be deemed or construed that the Debentures have been recommended for investment by the RBI. RBI does not take any responsibility either for the financial soundness of the Issuer, or the Debentures being issued by the Issuer or for the correctness of the statements made or opinions expressed in this Disclosure Document. The potential investors may make investment decision in respect of

the Debentures offered in terms of this Disclosure Document solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/repayment of such investment.

SECTION 2 DEFINITIONS AND ABBREVIATIONS

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

Act	means the Companies Act, 2013, and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time.		
Application Form	The form which shall be circulated to the prospective investors along with the Information Memorandum/ Disclosure document for the purpose of applying for the debentures and marked as Annexure IX.		
Allot/ Allotment/ Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue		
Account Bank	Bank Account Name	Krazybee Services Private Limited	
	Account no	000205032465	
	IFSC code	ICIC0000002	
	Customer id	571054324	
Beneficial Owner(s)	means the holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository.		
Board/ Board of Director(s)	Board of Director(s) of the Issuer		
BSE Limited/BSE	Stock Exchange / Designated Stock Exchange		
Business Day	Business Day means any day of the week (excluding Saturday or Sundays any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act is, 1881 (26 of 1881)) in Mumbai, Bangalore and any other day on which banks are closed for general business in Mumbai, Bangalore, India		
CERSAI	means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.		
CDSL	Central Depository Services (India) Limited		
Company / Issuer	Krazybee Services Private Limited		
Coupon	means the coupon payable on the Debentures on the Coupon Payment Date(s), at the Coupon Rate.		
Coupon Payment Date	mean the date(s) as specified in Section 8 - Issue Details of this Information Memorandum.		
Date of Subscription	Date of realization of proceeds of subscription money in the bank account of the Company.		
Debentures or NCDs	890 Rated, Senior, Secured, Listed, Transferable, Redeemable, Principal Protected Market Linked Non-Convertible Debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each, aggregating to Rs. 89,00,00,000 - (Rupees Eighty Nine Crores Only) comprising of: a. 390 (Three Hundred and Ninety) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of 39,00,00,000 (Indian Rupees Thirty-Nine Crores Only) ("Series 1 Debentures"); b. 500 (Five Hundred) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of INR 50,00,00,000 (Indian Rupees Fifty Crores Only) ("Series 2 Debentures");		

Debenture Holder(s)/Investors	Person(s) holding Debenture(s) and whose name is recorded as beneficial owner with the Depository (if the Debentures are in dematerialized form) as defined under Section 2 of the Depositories Act, 1996) or the person(s) whose name appears as holder of Debentures in the Register of Debentures (if the Debentures are in the physical form)
Debenture Trust Deed / DTD	The Debenture trust deed dated on or about the date of this Disclosure Document entered / to be entered into between the Company and the Debenture Trustee.
Debenture Trustee	Trustee for the Debenture Holder(s), in this case being Catalyst Trusteeship Limited.
Debenture Trustee Agreement	means the agreement entered into by and between the Issuer and the Debenture Trustee and dated October 21, 2022
Deed of Hypothecation	means the deed of hypothecation executed and delivered by the Issuer with respect to Series 1 Debenture and Series 2 Debentures in favour of the Debenture Trustee to evidence creation of first ranking exclusive charge by the Issuer in favour of the Debenture Trustee (for the benefit of the Debenture Holders) over the Hypothecated Property (in a form acceptable to the Majority Debenture Holders).
Deemed Date of Allotment	
Depository Participant / DP	A Depository participant as defined under Depositories Act, 1996 as amended from time to time
Depository	A depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 1996 as amended from time to time.
Depositories Act	The Depositories Act, 1996, as amended from time to time.
Disclosure Document / Information Memorandum	This document dated October 28, 2022 which sets out the information regarding the Debentures being issued on a private placement basis.
EFT	Electronic Fund Transfer
Financial Year / FY	Financial year of the Company i.e. a period commencing from 1 st April and ending on 31 st March of the next calendar year
Insolvency Filing Event	The filing of any petition for insolvency resolution or liquidation against the Company under the Insolvency and Bankruptcy Code, 2016
Issue Opening Date	October 28, 2022
Issue Closing Date	October 28, 2022
NEFT	National Electronic Fund Transfer
NOC	No Objection Certificate(s)
NSDL	National Securities Depository Limited
PAN	Permanent Account Number
Private Placement Offer Cum Application Letter/ PPOL	The letter issued by the Issuer pursuant to the provisions of Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended, to the Investors in the format set out in the said rules
Rating Agency/ Credit Rating Agency	CRISIL with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time and having its office at CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076, India
Record Date	shall mean the date being 7 calendar days prior to the due date on which any payments are to be made to the Debenture Holder(s) in accordance with the terms of the Debentures on the basis of which the determination of the persons entitled to receive redemption of principal, Coupon, and other Payments, if any, as the case may be, in respect of the Debentures shall be made.
REF / Recovery Expense Fund	means recovery expense fund created/to be created by the Issuer with the BSE.

R&T Agent	Registrar and Transfer Agent to the Issue, in this case being NSDL database Management Ltd
RTGS	Real Time Gross Settlement
SEBI	Securities and Exchange Board of India
SEBI Defaults (Procedure) Circular	means the circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 on "Standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by Issuers of listed debt securities" issued by SEBI.
SEBI Debenture Circulars	means circulars regarding debt instruments and debenture trustees issued by SEBI bearing reference numbers (i)Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 (<i>Standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by Issuers of listed debt securities</i>) dated October 13, 2020; (ii)Circular No: SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 (<i>Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund"</i>) dated October 22, 2020; (iii) Circular No: SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 (<i>Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)</i>) and dated November 3, 2020; (iv) circular no: SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022 setting out " <i>Revised format of security cover certificate, monitoring and revision in timelines</i> and (v) Circular No: SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2021/618 (<i>Security and Covenant Monitoring' using Distributed Ledger Technology</i>) dated August 13, 2021"
SEBI Due Diligence Circular	means the SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 3, 2020 on "Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)".
SEBI Listing Timelines Requirements	means the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper.
SEBI REF Circular	means the circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 on "Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" issued by SEBI read with Circular No. SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022 on "Revised format of security cover certificate, monitoring and revision in timelines"
SEBI Security Monitoring Circular	Means Circular No. SEBI/HO/MIRSD/MIRSD_CRADT/CIR/P/2022/67 dated May 19, 2022 on "Revised format of security cover certificate, monitoring and revision in timelines
SEBI NCS Regulations	Securities and Exchange Board Of India (Issue And Listing Of Non-Convertible Securities) Regulations, 2021 as amended from time to time.
SEBI LODR Regulations	means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time.
TDS	Tax Deduction at Source
TL	Term Loan
WDM	Wholesale Debt Market

SECTION 3 UNDERTAKING OF THE ISSUER

Investors are advised to read the risk factors carefully before taking an investment decision in this issue. For taking an investment decision, investors must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document.

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

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

SECTION 4 RISK FACTORS

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

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

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

RISKS RELATING TO THE DEBENTURES

a. CHANGES IN THE INTEREST RATES MAY AFFECT THE PRICE OF THE DEBENTURES

All securities where a floating rate of interest is offered, such as Debentures are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fluctuation in the prices is a function of the existing coupon/yield to maturity, days to maturity and the increase or decrease in the level of prevailing interest rates. Any increase in rates of interest is likely to have a negative effect on the price of the Debentures.

b. THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID; LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON THE STOCK EXCHANGES.

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. As specified in the Disclosure Document, an application has been made to list or quote or admit to trading the Debentures on the WSD Segment of the BSE and an in-principle approval has been obtained. If the Debentures are so listed or quoted or admitted to trading on the BSE, no assurance is given that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

The Issuer may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realize value for the Debentures prior to redemption of the Debentures.

c. CREDIT RISK AND RATING DOWNGRADE RISK

The Credit Rating Agency has assigned the credit rating of “CRISIL PP- MLD BBB+” rating to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms. The Issuer cannot

guarantee that this rating will not be downgraded. Such a downgrade in the credit rating may lower the value of the Debentures and may also affect the Issuer's ability to raise further debts.

d. THE DEBENTURES MAY NOT BE A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS

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

e. EXERCISE OF POWERS BY THE DEBENTURE TRUSTEE IS SUBJECT TO EQUITABLE PRINCIPLES AND SUPERVISORY POWERS OF COURTS

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

f. THE RIGHT OF THE DEBENTURE HOLDERS TO RECEIVE PAYMENTS UNDER THE DEBENTURES WILL BE JUNIOR TO CERTAIN TAX AND OTHER LIABILITIES PREFERRED BY LAW ON AN INSOLVENCY OF THE ISSUER

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

g. RECEIPT OF COUPON OR PRINCIPAL IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

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

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

h. SECURITY MAY BE INSUFFICIENT TO REDEEM THE DEBENTURES; RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

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

While the debt securities are secured to the tune of 100% of the principal amount or as per the terms of Information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is

maintained. However, the recovery of 100% of the amount shall depend on the market scenario prevalent at the time of enforcement of the security.

i. PAYMENT OF PENALTY

In case of outstanding debt instruments or deposits or borrowings, any default in compliance with the material covenants such as creation of security as per terms agreed, default in payment of interest, default in redemption or repayment, non-creation of debenture redemption reserve, default in payment of penal interest wherever applicable.

j. PROSPECTIVE INVESTORS ARE ADVISED TO CAREFULLY READ THESE KEY RISKS ASSOCIATED WITH THE DEBENTURES. THESE RISKS ARE NOT, AND ARE NOT INTENDED TO BE, A COMPLETE LIST OF ALL RISKS AND CONSIDER

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

k. Risks specific to investment in market linked debentures:

i. Prospective investors are advised to carefully read these key risks associated with the Debentures. These risks are not, and are not intended to be, a complete list of all risks and consider

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

ii. Model Risk

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

iii. The composition of the securities underlying the Reference Index to which a Debenture may be linked may change over time.

The composition of the constituents of the Reference Index to which the Debentures are linked may change over time. The Reference Index sponsor may, in its sole discretion, add, delete or substitute the securities underlying the index or

make other methodological changes required by certain corporate events relating to the securities underlying the Reference Index that could change the value of the index. There may be additions to the securities in Reference Index to which the Debenture Holders may not want exposure, or deletions of securities to which they would want exposure. The Debenture Holders should not place undue reliance on the creditworthiness, business plans or prospects or other factors relating to any particular issuer of constituents of Reference Index as of the date hereof.

INTERNAL RISKS

RISK FACTOR IN RELATION TO THE ISSUER'S BUSINESS:

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

Loans extended by the issuer are unsecured and the issuer cannot assure that it will be able to effectively control and reduce the level of NPAs of loans extended to the borrowers. The amount of reported NPAs may increase in the future on account of growth in the business, external factors impacting the economy / income profile of the borrowers or due to any other reason within or beyond the control of the Issuer. Such non-performing or low credit quality loans can negatively impact our results of operations. While the Issuer has created sufficient loan loss reserves, the same may not be adequate for a significant increase in NPAs. Any significant increase in provisioning requirement due to deterioration in asset quality may in turn adversely impact the profitability of the Issuer.

As on June 30, 2022, the gross NPA was INR 61.42 Crs (Indian Rupees Sixty One Decimal Four Two Crores Only) on a gross portfolio of INR 1,383.12 Crs (Indian Rupees One Thousand Three Hundred Eighty Three Decimal One Two Crores Only).

The Issuer's borrowers are from different geographies with limited access to finance, and as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that its monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer is unable to control or reduce the level of its NPAs or poor credit quality loans, its financial condition and results of its operations could be materially and adversely affected.

The Issuer has various procedures and process controls in place to mitigate the risk. The borrower selection is carefully done after objectively assessing the underlying credit profile and adequate mechanisms have been put in place to ensure regular monitoring and collections.

- ii. The Issuer is exposed to concentration of personnel risks***

Large scale attrition, especially at the senior management level, can make it difficult for the Issuer to manage its business. If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management are key to the future prospects of the company. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable

to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

iii. Competition from banks and financial institutions, as well as state-sponsored programs, may adversely affect the Issuer's profitability and position in the Indian NBFC lending industry

The Issuer faces most significant competition from other NBFCs and banks in India. Many of the institutions with which Issuer competes can have greater assets and, better access to and lower cost of funding than the issuer. In certain areas, they may also have better name recognition and larger member bases than Issuer. Issuer anticipates that it may encounter greater competition as they continue expanding the operations in India, which may result in an adverse effect on the business, results of operations and financial condition.

EXTERNAL RISK FACTORS

i. FUTURE LEGAL AND REGULATORY OBSTRUCTIONS

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

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

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

ii. POLITICAL INSTABILITY OR CHANGES IN THE GOVERNMENT COULD DELAY FURTHER LIBERALIZATION OF THE INDIAN ECONOMY AND ADVERSELY AFFECT ECONOMIC CONDITIONS IN INDIA GENERALLY

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

iii. COMPANY'S GROWTH DEPENDS ON THE SUSTAINED GROWTH OF THE INDIAN ECONOMY. AN ECONOMIC SLOWDOWN IN INDIA AND ABROAD COULD HAVE DIRECT IMPACT ON THE COMPANY'S OPERATIONS AND PROFITABILITY

Macroeconomic factors that affect the Indian economy and the global economic scenario have an impact on Company's business. Recent trends suggest that the economy may grow at a flat pace which may have a direct impact on our business and a slowdown in the economy as a whole can increase such an impact thereby adversely impacting the Company's growth plans. India's economy could be adversely affected by a general rise in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or general down trend in the economy

iv. CIVIL UNREST, TERRORIST ATTACKS AND WAR COULD AFFECT OUR BUSINESS.

Terrorist attacks and other acts of violence, war, or conflicts, particularly those involving India, as well as the jurisdictions where the Company's business is situated, may adversely affect Indian and global financial markets. Such acts may negatively impact business sentiment, which could adversely affect the Company's business and profitability. India has from time to time experienced, and continues to experience, social and civil unrest, terrorist attacks and hostilities with neighboring countries. Also, some of India's neighboring countries have experienced, or are currently experiencing internal unrest. This, in turn, could have a material adverse effect on the market for securities including the Debentures. The consequences of any armed conflicts are unpredictable, and the Company may not be able to foresee events that could have an adverse effect on Company's business and the price and yield of the NCDs.

v. COMPANY'S BUSINESS MAY BE ADVERSELY IMPACTED BY NATURAL CALAMITIES OR UNFAVORABLE CLIMATIC CHANGES.

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

vi. ANY DOWNGRADING OF INDIA'S SOVEREIGN RATING BY AN INTERNATIONAL RATING AGENCY (IES) MAY AFFECT THE COMPANY'S BUSINESS AND ITS LIQUIDITY TO A GREAT EXTENT.

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

GENERAL RISKS

A. INVESTMENT RISKS

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

B. EARLY TERMINATION FOR EXTRAORDINARY REASONS, ILLEGALITY AND FORCE MAJEURE

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

C. TAXATION

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

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

D. DELAYS IN COURT PROCEEDINGS IN INDIA

If any dispute arises between the Issuer and any other party including Debenture Holders, the Issuer or such other party may need to take recourse to judicial proceedings before courts in India. It is not unusual for court proceedings in India to continue for extended periods. Disposition of cases may be further subject to various delays including multiple levels of appellate adjudication.

E. ACCOUNTING CONSIDERATIONS

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

F. BREACH OF CONTRACT

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

OTHERS RISKS UNDER NCS LISTING REGULATION

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

Refer to Risk Factor- VIII under “*Risks relating to Debentures*”.

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

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

iii. IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS:

i. Any default in compliance with the material covenants such as creation of Security as per terms agreed:

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

ii. Default in payment of Interest:

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

iii. Default in Redemption or Repayment

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

iv. Non-creation of Debenture Redemption Reserve:

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

v. Default in payment of penal interest wherever applicable:

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

SECTION 5 REGULATORY DISCLOSURES

This Disclosure Document is prepared in accordance with the provisions of the SEBI NCS Regulations and in this section, the Issuer has set out the details required as per Schedule II of the SEBI NCS Regulations:

LIST OF DOCUMENTS TO BE FILED WITH THE STOCK EXCHANGE AND DEBENTURE TRUSTEE

List of disclosures to be filed along with the listing application to the Stock Exchange:

- A. Placement Memorandum;
- B. Memorandum and Articles of Association;
- C. Copy of the requisite board/ committee resolutions authorizing the borrowing and list of authorised signatories for the allotment of securities;
- D. Copy of last three years annual reports;
- E. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- F. Certified copy of the resolution passed by the shareholders of the Company at the Extra Ordinary General Meeting held on March 07, 2022 authorizing the issue/offer of non-convertible debentures by the Company;
- G. Certified copy of the resolution passed by the Board of Directors dated February 09, 2022 read with the resolution passed by Board Committee (Borrowings) dated October 21, 2022 authorizing the issuance of the Debentures.
- H. An undertaking from the issuer stating that the necessary documents for creation of the charge, wherever applicable, including the Trust Deed has been executed within the time frame prescribed in the relevant regulations/Act/rules etc. and the same would be uploaded on the website of the designated stock exchange, where such securities have been proposed to be listed;
- I. In case of debt securities, an undertaking that permission / consent from the prior creditor for a second or pari passu charge being created, wherever applicable, in favour of the debenture trustee to the proposed issue has been obtained;
- J. Any other particulars or documents that the recognized stock exchange may call for as it deems fit;
- K. Due diligence certificate from the Debenture Trustee in the format as specified in Schedule IV of the Debt Listing Regulations; and
- L. Due diligence certificate from the Debenture Trustee as per the format specified in Annexure B of the SEBI Due Diligence Circular.

SECTION 6 ISSUER INFORMATION

i. Details of Promoters of the Issuer Company:

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

Particulars	Details	Details	Details
Insert Photograph/Logo			Finnov Private Limited
Name	Mr. Madhusudan Ekambaram	Mr. Karthikeyan Krishnaswamy	Finnov Private Limited
Date of Birth/Date of Incorporation:	24/08/1981	08/12/1980	21/03/2016
Age:	40	41	NA
Personal Address/ Registered Office:	No.296, Behind Jublee College Jinkethimmana Halli, Ramamurthy Nagar, Bengaluru Karnataka 560036	K-701, SNN Raj Lake View Apts,29th Main Road Ns Palya Main Road, BTM Layout Bengaluru Karnataka 560076	30 Cecil Street #19- 08 Prudential Tower Singapore (049712)
Educational Qualifications:	<u>Graduation:</u> B.E. in Information Technology from National Institute of Technology, Suratkal	<u>Graduation:</u> Bachelor of Computing (Honors) in Computer Science from National University of Singapore <u>Post-Graduation:</u> Master of Computing in Computer Science from National University of Singapore	NA
Experience in the business or employment:	He has over 15 years of Experience in Product Portfolio Management, Business Innovation, Sales and Business Development. He also co-founded FACE (Fintech Association of Consumer Empowerment), a not for profit organization, with the intent to work with all stakeholders including the	He has over 15 years of experience in Technology & Products. He has hands-on experience across Server/Consumer domains & commonly used languages (JAVA, C, PHP etc.) and has conceptualised & commercialized many micro- innovations & software solutions targeted for India & South Pacific Market.	NA

		consumers, regulators, policymakers to proactively evolve consumer-centric practices in the Indian Fin-Tech digital lending space.		
	Positions/posts held in the past:	Nil	Nil	Not Applicable
	Directorships held:	1. Finnovation Tech Solutions Private Limited 2. Fintech Association for Consumer Empowerment	1. Finnovation Tech Solutions Private Limited	Not Applicable
	Other ventures of the promoter:	Not Applicable	Not Applicable	Not Applicable
	Special achievements:	i. Fintech Leader of the Year by Business World. i. Founder of the Year from BusinessEx & Entrepreneur i. NBFC Trailblazer Award from Elets Technomedia & BFSI Post	BFSI Excellence Awards by Elets Technomedia & BFSI Post	Not Applicable
	Their business and financial activities:	Not Applicable	Not Applicable	Not Applicable
	Permanent Accountant Number:	ALGPM8638M	AREPK6920A	AADCF8674P

Declaration of the Promoter:

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

iv. Credit Rating of Debenture

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

CRISIL has assigned “CRISIL PP-MLD-BBB+” rating to these Debentures by a letter dated October 14, 2022 Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk

The rating letter as released by CRISIL is enclosed as **Annexure III**.

v. **Listing**

Name(s) of the stock exchange(s) where the non-convertible securities are proposed to be listed and the details of their in-principle approval for listing obtained from these stock exchange(s). If non-convertible securities are proposed to be listed on more than one stock exchange(s) then the issuer shall specify the designated stock exchange for the issue. The issuer shall specify the stock exchange where the recovery expense fund is being/has been created as specified by the Board.

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

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

The Issuer has created the Recovery Expense Fund for a maximum limit 75,000 (Indian Rupees Seventy-Five Thousand Only) in accordance with the SEBI REF Circular with the BSE. In this regard, please also refer to the section on "*Creation of recovery expense fund*" under Section 8 below.

vi. **Issue schedule**

ISSUE SCHEDULE	
Issue Opens on:	October 28, 2022
Issue Closes on:	October 28, 2022
Pay in Date	October 28, 2022
Deemed date of allotment	October 28, 2022

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

Arrangers, if any	Not Applicable
Debenture Trustee:	 CATALYST Trusteeship Limited Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400 098 Tel.: 022- 49220507 Email: compliancectl-mumbai@ctltrustee.com Contact person: Mr. Umesh Salvi Tel.: 022- 49220507 Email: compliancectl-mumbai@ctltrustee.com Contact person: Mr. Umesh Salvi
Register and Transfer Agent	 NSDL database Management Ltd National Securities Depository Limited, 4th Floor, Trade World A Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013

	Ph: 022 24994409 www.nsdcl.co.in Tel: 022 -24994200 Contact person: Sachin V Shinde
Credit Rating Agency	 An S&P Global Company CRISIL https://www.crisil.com CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai 400 076, India Tel.: +91 22 3342 3000 Email: rikin.shah@crisil.com Contact person: Rikin Shah Website: https://www.crisil.com
Auditors:	ASC & ASSOCIATES https://www.ascgroup.in/ F-7, Lajpat Nagar-III, New Delhi-110024 Email Id: ascassociates92@gmail.com Telephone No: 011-29835500 Contact Person: Denesh Singh
Valuation Agency	 ICRA ANALYTICS A Group ICRA Company ICRA Analytics Limited 17 th Floor, Plot G-1, Infinity Benchmark, Block GP, Sector V, Salt Lake, Kolkata, West Bengal - 700091 Tel.: +91-22-61796300 Email: ashwini.kumar@icraanalytics.com Contact person: Mr. Ashwini Kumar
Guarantor	Not Applicable
Legal Counsel	 Verist Law The Empire Business Centre, 414 Senapati Bapat Marg, Lower Parel, Mumbai 400013 Website: www.veristlaw.com Telephone: +91 2266 907 368 Email: srishti.ojha@veristlaw.com

viii. **About the Issuer**

- **Overview of the Business of the Issuer:**

KrazyBee Services Private Limited (Krazybee) is a Systemically Important, Non-Deposit Taking, Non-Banking Finance Company (NBFC-SI-ND), which is regulated by the Reserve Bank of India (RBI). The company was co-founded by Madhusudhan Ekambaram and Karthikeyan Krishnawamy in March 2016 and received an NBFC license from the RBI in May 2017.

KrazyBee offers unsecured personal loans of up to Rs. 3,00,000 to young professionals with a tenor of up to 18 months. Company's mission is financial inclusion of masses and enabling consumer credit for 400MM+ Indian consumers via technology, especially for those who are new to credit and do not have credit history, which is consistent with Government of India's ('GoI') priority. KrazyBee operates in the fintech lending space and its entire loan origination is via the mobile application platform under the brand name - "KreditBee".

The founders and the management each have 10-15 years of experience in the areas of technology, operations, project management, sales, finance, risk management, data science, digital marketing and quantitative analysis.

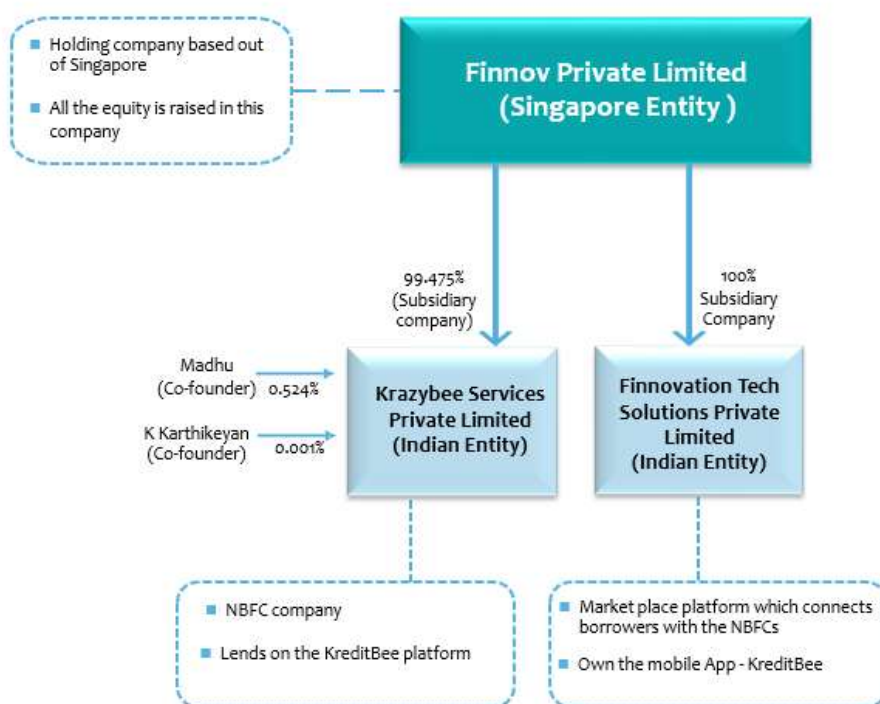
KrazyBee is headquartered in Bangalore and has a lending presence across India. It is a 99.475% subsidiary of a Singapore-based entity named Finnov Private Limited ('Finnov'). Finnov has till date raised ~USD 90M in equity from renowned and reputed investors namely, Premji Invest, Motilal Oswal Private Equity, NewQuest, Alpine Capital and Mirae Asset Ventures.

- **Corporate Structure of the Issuer**

The corporate structure of the Company is given below:

KrazyBee Services Private Limited is a 99.475% subsidiary of a Singapore-based entity named Finnov Private Limited ('Finnov').

The graphic description/organogram of the corporate structure of the Group is as follows:



- Branch details:**

As of June 30 2022, the Issuer has following branches:

SI No	Branch Address
1	3rd floor, Mereside heights, Pai layout, Sakshi Nagar, Bangalore – 560016
2	Innov8, Regal Building, 69, Connaught Circle , Hanuman Road Area, Connaught Place, New Delhi, Delhi 110001

- Subsidiary details:**

As on the date of this Placement Memorandum, the Issuer does not have any subsidiaries.

- Project cost and means of financing, in case of funding of new projects:-** Not Applicable

ix. Financial Information

- A columnar representation of the audited financial statements (i.e. Profit & Loss statement, Balance Sheet and Cash Flow statement) both on a standalone and consolidated basis for a period of three completed years which shall not be more than six months old from the date of the draft offer document or offer document or issue opening date.

Please note that all financial results are prepared under IND-AS

Balance Sheet

(figures in INR Crore)

S.No	Particulars	As at 31 March 2020	As at 31 March 2021	As at 31 March 2022	As at 30 June 2022
	ASSETS				
(1)	Financial assets				

(a)	Cash and cash equivalents	90.89	247.23	76.16	46.10
(b)	Bank balance other than (a) above	7.87	3.72	11.79	12.36
(c)	Derivative financial instruments	1.29	-	-	-
(d)	Trade receivables	11.04	-	95.41	131.74
(e)	Loans	918.52	641.14	1,114.97	1,303.73
(f)	Investments	25.44	35.11	61.98	75.44
(g)	Other financial assets	27.67	84.85	47.86	81.19
(2)	Non-financial assets				
(a)	Current tax assets (net)	6.67	6.54	6.54	6.54
(b)	Deferred tax assets (net)	12.65	14.69	23.23	32.28
(c)	Property, plant and equipment	1.81	1.14	0.60	0.51
(d)	Right of use asset	2.20	0.87	1.65	1.33
(e)	Intangible assets	0.24	0.13	0.03	0.02
(f)	Other non-financial assets	1.24	0.55	0.85	8.02
	Total assets	1,107.53	1,035.98	1,441.07	1,699.26
	LIABILITIES AND EQUITY				
	LIABILITIES				
(1)	Financial liabilities				
(a)	Trade payables	1.41	12.81	7.21	9.64
(b)	Debt securities	222.07	117.18	261.13	423.28
(c)	Borrowings (other than debt securities)	561.27	351.17	533.35	621.10
(d)	Other financial liabilities	14.55	5.60	11.63	16.00
(2)	Non-financial liabilities				
(a)	Current tax liabilities (net)	-	7.13	8.01	5.32
(b)	Provisions	0.30	0.78	1.13	1.21
(c)	Other non-financial liabilities	11.04	3.82	12.10	5.50
(3)	EQUITY				
(a)	Equity share capital	0.76	1.07	1.12	1.12
(b)	Other equity	296.14	536.43	605.39	616.09
	Total liabilities and equity	1,107.53	1,035.98	1,441.07	1,699.26

Statement of Profit and Loss account**(figures in INR Crore)**

S.No	Particulars	Year ended 31 March 2020	Year ended 31 March 2021	Year ended 31 March 2022	YTD 30 June 2022
1	Revenue from operations	400.17	223.39	336.59	111.10
2	Other income	2.38	0.38	0.28	0.00
3	Total income	402.55	223.78	336.87	111.10
	Expenses				
(i)	Finance costs	77.16	61.04	75.33	33.22
(ii)	Fees and commission expense	34.64	11.06	16.79	4.33
(iii)	Impairment on financial instruments	222.57	96.67	161.84	45.76
(iv)	Employee benefits expenses	8.71	10.19	25.63	9.49
(v)	Depreciation and amortization expense	1.84	2.12	2.67	0.43
(vi)	Other expenses	13.36	6.41	13.22	4.68
4	Total expenses	358.28	187.48	295.49	97.91
5	Profit before tax	44.27	36.29	41.39	13.19
	Tax expense:				
	(1) Current tax	22.21	10.28	20.56	12.31
	(2) Deferred tax (credit) / charge	-10.33	-2.01	-8.60	-9.06
	(3) Tax in respect of earlier years	0.62	-	0.63	-
6	Total tax expense	12.50	8.27	12.60	3.25
7	Profit for the year	31.77	28.02	28.79	9.94
8	Earnings per equity share (Nominal value per share - INR 10)				
	Basic and diluted (INR)	431.24	367.98	261.44	88.45

Cash Flow Statement**(figures in INR Crore)**

Particulars	Year ended 31 March 2020	Year ended 31 March 2021	Year ended 31 March 2022	YTD 30 June 2022
Cash flow from operating activities				
Profit before tax	44.27	36.29	41.39	13.19
Adjustments for:				
Interest Income	-213.73	-138.98	-171.96	-74.17
Depreciation and amortization expenses	0.75	0.79	2.67	0.43
Depreciation on ROU asset	1.10	1.33	-	-

Interest income from investments	-0.61	-4.76	-3.04	-0.13
Gain on sale of investments	-0.24	-0.18	-2.07	-0.68
Impairment on financial instruments	222.57	96.67	161.84	45.76
Share based payment expense	0.99	2.06	3.16	0.72
Finance cost	71.81	64.56	71.31	28.46
Net gain on fair value changes	-0.95	1.29	-	-
Unrealized foreign exchange loss	6.39	0.93	3.59	4.70
Interest income on security deposits	-0.05	-0.07	-0.07	-0.02
Interest on lease liability	0.32	0.24	0.43	0.06
Cash inflow from interest on loans	205.93	108.88	171.37	67.16
Cash outflow towards finance cost	-69.96	-65.76	-63.31	-23.49
Cash generated from operation before working capital changes	268.59	103.28	215.30	62.00
Working capital changes				
Decrease /(increase) in loans	-885.78	205.57	-628.10	-233.16
Decrease / (increase) in trade receivables	2.79	11.04	-95.41	-36.33
(Increase) in other financial assets	-7.79	-57.29	36.96	-33.23
Decrease/ (increase) in other non-financial assets	-0.41	0.69	-0.21	-6.44
Increase / (decrease) in trade payables	0.58	11.40	-8.69	2.43
Increase in Provisions	0.19	0.34	0.58	0.13
Increase/(decrease) in other financial liabilities	6.90	-5.50	0.13	-0.26
Increase/(decrease) in other non-financial liabilities	0.06	-1.97	1.31	-0.96
Cash generated from/ (used in) operations	-614.86	267.56	-478.13	-245.83
Income tax paid (net of refunds)	-29.36	-3.03	-20.31	-15.73
Net cash flows generated from / (used in) operating activities (A)	-644.22	264.53	-498.44	-261.56
Cash flow from investing activities				
Payment for property, plant and equipment and intangible assets	-1.73	-0.01	-0.03	-0.01
Purchase of mutual funds	-25.00	-35.00	-24.80	-12.78
Redemption of investment in mutual fund	0.25	25.10	-	-
Redemption of investment in corporate bond	0.59	0.41	-	-
Net proceeds from fixed deposits	-3.40	4.15	-8.08	-0.56

Interest received on investments	0.40	4.94	3.15	0.05
Net cash flow from / (used in) investing activities (B)	-28.89	-0.40	-29.75	-13.31
Cash flow from financing activities				
Issue of equity share capital (including securities premium)	34.93	210.63	-	-
Debt securities issued/(repaid) (net)	202.71	-104.89	143.96	162.15
Borrowings other than debt securities issued/(repaid)(net)	458.25	-211.03	215.48	83.05
Deposits repaid	-6.49	-1.00	-	-
Payment towards lease liabilities	-1.34	-1.49	-2.32	-0.40
Net cash flow from/ (used in) financing activities (C)	688.06	-107.79	357.12	244.80
Net increase in cash and cash equivalents (A+B+C)	14.94	156.34	-171.07	-30.06
Cash and cash equivalents at the beginning of the year	75.95	90.89	247.23	76.16
Cash and cash equivalents at the end of the year	90.89	247.23	76.16	46.10

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

- b. Listed issuers (whose debt securities or specified securities are listed on stock exchange(s)) in compliance with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, may disclose unaudited financial information for the stub period in the format as prescribed therein with limited review report in the offer, as filed with the stock exchanges, instead of audited financial statements for stub period, subject to making necessary disclosures in this regard in offer document including risk factors.

Please refer Annexure: I

- c. Issuers other than unlisted REITs / unlisted InvITs desirous of issuing debt securities on private placement basis and who are in existence for less than three years may disclose financial statements mentioned at (a) above for such period of existence, subject to the following conditions:
- The issue is made on the EBP platform irrespective of the issue size; and
 - The issue is open for subscription only to Qualified Institutional Buyers.

Not applicable

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

- e. **Key Operational and Financial Parameters**

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

(figures in INR Crore)

Particulars	Year ended 31 March 2020	Year ended 31 March 2021	Year ended 31 March 2022	Quarter ended 30 June 2022
Balance sheet				
Net Fixed assets	1.81	1.14	0.60	0.51
Current assets	NA	NA	NA	NA
Non-current assets	NA	NA	NA	NA
Cash & Cash equivalents	90.89	247.23	76.16	46.10
Bank balance other than above	7.87	3.72	11.79	12.36
Loans	918.52	641.14	1,114.97	1,303.73
Investments	25.44	35.11	61.98	75.44
Other assets	63.00	107.64	175.57	261.12
Total Assets	1,107.53	1,035.98	1,441.07	1,699.26
Non-Current Liabilities (including maturities of long-term borrowings and short-term borrowings)	NA	NA	NA	NA
Financial (borrowings, trade payables, and other financial liabilities)	NA	NA	NA	NA
Provisions	NA	NA	NA	NA
Deferred tax liabilities (net)	NA	NA	NA	NA
Other non-current liabilities	NA	NA	NA	NA
Current Liabilities (including maturities of long-term borrowings)	NA	NA	NA	NA
Financial (borrowings, trade payables, and other financial liabilities)	NA	NA	NA	NA
Provisions	NA	NA	NA	NA
Current tax liabilities (net)	NA	NA	NA	NA
Other current liabilities	NA	NA	NA	NA
Borrowings	783.34	468.35	794.48	1044.38
Other Liabilities	27.29	30.13	40.08	37.67
Equity (equity and other equity)	296.90	537.50	606.51	617.21
Total Equity and Liabilities	1,107.53	1,035.98	1,441.07	1,699.26
Profit and Loss account				
Total revenue from operations	400.17	223.39	336.59	111.10
Other income	2.38	0.38	0.28	-
Total Expenses	358.28	187.48	295.49	97.91

Profit / loss before tax	44.27	36.29	41.39	13.19
Profit / loss after tax	31.77	28.02	28.79	9.94
Other comprehensive income	0.03	-0.10	0.17	0.04
Total comprehensive income	31.80	27.92	28.96	9.98
Earnings per equity share:				
(a) basic: (INR)	431.24	367.98	261.44	88.45
(b) diluted (INR)	431.24	367.98	261.44	88.45
Cash Flow				
Net cash generated from operating activities	-644.22	264.53	-498.44	-261.56
Net cash generated from investing activities	-28.89	-0.40	-29.75	-13.31
Net cash generated from financing activities	688.06	-107.79	357.12	244.80
Cash and Cash Equivalents (at the beginning of the year)	75.95	90.89	247.23	76.16
Balance as per statement of cash flows (at end of the year)	90.89	247.23	76.16	46.10
Additional Information				
Net worth	296.90	537.50	606.51	617.21
Cash and Cash Equivalents	90.89	247.23	76.16	46.10
Current Investments	25.44	35.11	61.98	75.44
Assets Under Management	957.47	652.44	1,161.56	1,383.12
Off Balance Sheet Assets	-	-	-	-
Total Debts to Total assets (times)	0.71	0.45	0.55	0.61
Debt Service Coverage Ratios (times)	NA	NA	NA	NA
Interest Income	213.66	138.85	171.88	74.15
Interest Expense	68.97	64.56	69.07	28.41
Interest service coverage ratio (times)	NA	NA	NA	NA
Provisioning & Write-offs	222.57	96.67	161.84	45.76
Bad debts to Account receivable ratio	NA	NA	NA	NA
Gross NPA (%)	3.6%	7.2%	2.9%	4.4%
Net NPA (%)	1.0%	2.0%	0.8%	1.6%
Tier I Capital Adequacy Ratio (%)	29.42%	63.48%	39.36%	32.48%
Tier II Capital Adequacy Ratio (%)	0.35%	1.12%	1.20%	1.21%

f. GROSS DEBT/ EQUITY RATIO OF THE COMPANY

Particulars	Value
Before the issue of debt securities (as on 30 th June 2022)	1.69 x
After the issue of debt securities	1.77 x

g. Details of any other contingent liabilities of the issuer based on the last audited financial statements including amount and nature of liability. Not applicable

x. BRIEF HISTORY OF THE ISSUER

SECTION 1: Details of Share Capital as on June 30, 2022

Share Capital	Amount (INR) (Lakhs)
Authorised Share Capital	
Equity Share Capital-15,00,000 equity shares of Rs. 10 each	1,50,00,000
Preference Share Capital	Not Applicable
TOTAL	1,50,00,000
Issued, Subscribed and Paid-up Share Capital	
Equity Shares -11,23,852 equity shares of Rs. 10 each	1,12,38,520
Preference Shares Capital	Not Applicable
TOTAL	1,12,38,520

SECTION 2: Change in Capital Structure as on last quarter ended on June 30th 2022, for the last 3 (three) years:

Date of Change (AGM/EGM)	Authorised Capital in Rs.	Particulars
EGM - 06/07/2016	10,00,000	Increase in authorised capital from Rs. 1,00,000 to Rs. 10,00,000
EGM - 16/10/2017	20,00,000	Increase in authorised capital from Rs. 10,00,000 to Rs. 20,00,000
EGM - 17/10/2018	50,00,000	Increase in authorised capital from Rs. 20,00,000 to Rs. 50,00,000
EGM - 06/02/2019	1,00,00,000	Increase in authorised capital from Rs. 50,00,000 to Rs. 1,00,00,000
EGM - 24/02/2021	150,00,000	Increase in authorised capital from Rs. 1,00,00,000 to Rs. 1,50,00,000

SECTION 3: Equity Share Capital History of the Company for the last three years:

Date of Allotment	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (cash, other than cash)	Nature of Allotment	Cumulative			Remarks
						No of Equity Shares	Equity Shares Capital (Rs)	Equity Share Premium (Rs)	
March 16, 2016	10	10	10	100	Subscription to Memorandum of Association	10	100	-	

March 16, 2016	9,990	10	10	99,900	Subscription to Memorandum of Association	10,000	1,00,000	-	
August 16, 2016	10,408	10	3,162	3,29,10,096	Private Placement	20,408	2,04,080	3,28,06,016	
July 28, 2017	18,822	10	3,162	5,95,15,164	Rights Issue	39,230	3,92,300	9,21,32,960	
November 17, 2017	88,312	10	3,162	27,92,42,544	Rights Issue	1,27,542	12,75,420	37,04,92,384	
September 12, 2019	41,468	10	3,500	14,51,38,000	Rights Issue	1,69,010	16,90,100	51,52,15,704	
November 15, 2018	1,44,440	10	3,500	50,55,40,000	Rights Issue	3,13,450	31,34,500	1,01,93,11,304	
January 11, 2019	1,00,665	10	3,500	35,23,27,500	Rights Issue	4,14,115	41,41,150	1,37,06,32,154	
March 01, 2019	2,03,171	10	3,500	71,10,98,500	Rights Issue	6,17,286	61,72,860	2,07,96,98,944	
March 28, 2019	39,240	10	3,500	13,73,40,000	Rights Issue	6,56,526	65,65,260	2,21,66,46,544	
June 12, 2019	99,807	10	3,500	34,93,24,500	Rights Issue	7,56,333	75,63,330	2,56,49,72,974	
March 26, 2021	3,13,900	10	6,710	2,10,62,69,000	Rights Issue	10,70,233	1,07,02,330	4,66,81,02,974	
September 02, 2021	53,619	10	6,880	36,88,98,720	Preferential issue via Private Placement	11,23,852	1,12,38,520	5,03,64,65,504	

SECTION 4: Details of any Acquisition or Amalgamation in the last 1 year: Not Applicable

SECTION 5: Details of any Reorganization or Reconstruction in the last 1 year: Not Applicable

SECTION 6: Details of the Shareholding of the Company as on the latest quarter end i.e June 30th 2022:

Sr No	Name of the Shareholder/Particular	Total No of Equity Shares	No of shares in demat form	Total Shareholding as % of total no of equity shares
1	Karthikeyan Krishnaswamy	10	Nil	0.001%
2	Madhusudhan Ekambaram	5,890	Nil	0.524%
3	Finnov Private Limited	11,17,952	3,67,519	99.475%

SECTION 7: Top 10 shareholders of the Company

The list of top 10 holders of equity shares of the Company as on the latest quarter ended June 30th 2022;

a) Equity Shares

Resident Shareholding					
Sr. No.	Name of the Shareholders/Particulars	Total No. of Equity Shares	Paid-up Value (in INR)	Total Shareholding as a % of total no. of equity shares.	Number of shares held in Demat Form
1	Karthikeyan Krishnaswamy	10	100	0.001%	Nil
2	Madhusudhan Ekambaram	5,890	58,900	0.524%	Nil
Total Resident Equity Shareholding (A)		5,990	59,900	0.525%	Nil
Non Resident Shareholding					
3	Finnov Private Limited	11,17,952	1,11,79,520	99.475%	3,67,519
Total Non-Resident Equity Shareholding (B)		11,17,952	1,11,79,520	99.475%	3,67,519
Total Equity Shareholding (A) + (B)		11,23,852	1,12,38,520	100%	3,67,519

xi. FOLLOWING DETAILS REGARDING THE DIRECTORS OF THE COMPANY:

SECTION 1: Details of the current directors of the Company is given below:

S. No.	Name of the Director	Designation	Age	Address	DIN	Date of Appointment	Details of other directorship	Whether Wilful Defaulter (Yes/No)
1	Madhusudan Ekambaram	Director	41	No. 296, Behind Jubilee College Jinkethimmana Halli, Ramamurthy Nagar, Bengaluru Karnataka - 560036	07442577	16/03/2016	Finnovation Tech Solutions Private Limited Fintech Association for Consumer Empowerment	No
2	Karthikeyan Krishnaswamy	Director	42	K-701, SNN Raj Lake View Apts, 29th Main Road, NS Palya Main Road, BTM Layout Bengaluru	07449376	16/03/2016	Finnovation Tech Solutions Private Limited	No

				Karnataka - 560076				
3	Vivek Veda	Director	40	Flat No. 1073, Shoba Daisy Apartment, Bellandur, Green Glen Layout, Bangalore Karnataka - 560103	07560229	26/07/2016	NA	No
4	Abhishek Singhvi	Independent Director	47	B-803, Joy Valencia, Jogeshwari Vikhroli Link Road, Behind Majas Bus Depot, Jogeshwari East Mumbai, Maharashtra 400060	07972535	28/05/2019	Trufid Services Private Limited Trufid Advisors Private Limited	No
5	Adesh Kumar Gupta	Independent Director	65	701, Tagore Avenue, Tagore Road, Santacruz West Mumbai, Maharashtra 400054	00020403	28/05/2019	1. Vinati Organics Limited 2. Care Ratings Limited 3. Zee Entertainment Enterprises Limited 4. India Pesticides Limited 5. Anand Rathi Global Finance Limited 6. Grasim Industries Limited 7. Krsnaa Diagnostics Limited	No
6	Gopalakrishna Gurrappa	Independent Director	66	B 301-302, Lady Ratan Tower, Dainik Shivner Marg, Gandhi Nagar Behind Four Seasons Hotel Upper Worli Lower	06407040	28/12/2020	I. Yaarii Digital Integrated Services Limited II. ICICI Home Finance Company Limited III. ICICI Prudential Pension	No

				Mumbai, Maharashtra 400018			Funds Management Company Limited IV. Axis Mutual Fund Trustee Limited V. Invent Assets Securitisation and Reconstruction Private Limited VI. Risk and Compliance Professional Association VII. Small Industries Development Bank of India.	
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SECTION 2: Change in directors

The details of change in directors since last three years, period up to June 30th 2022:-

Name	Designation	DIN	Date of Appointment / Resignation	Director of the Company since (in case of resignation)	Remarks
Adesh Kumar Gupta	Independent Director	00020403	28/05/2019	NA	Appointment
Abhishek Singhvi	Independent Director	07972535	28/05/2019	NA	Appointment
Gopalakrishna Gurrappa	Independent Director	06407040	28/12/2020	NA	Appointment
Mahaveer Chaplot	Director	07443581	19/11/2019	26/07/2016	Resignation

xii. AUDITORS OF THE COMPANY

a. Current auditor

The details of the auditors of the Company:

Name	Address	Auditor Since
ASC & ASSOCIATES	F-7, Lajpat Nagar-III, New Delhi-110024	September 29, 2021

b. Details of change in auditors:

Details of change in auditor since last three years, period up to June 30, 2022

Name	Address	Date of Appointment	Date of Cessation, if applicable	Date of Resignation, if applicable
VR Associates	201, Gupta Tower, 156 Master Block, Near Madhuban Park, Delhi-110092	March 16, 2016	September 29, 2021	Not Applicable
ASC & Associates	F-7, Lajpat Nagar- III, New Delhi- 110024	September 29, 2021	Not Applicable	Not Applicable

xiii. DETAILS OF THE BORROWING OF THE COMPANY AS ON THE LATEST QUARTER END

The details of the borrowing of the Company, as on the latest quarter ended on June 30th, 2022 is as under:

(i) Secured Loan Facilities

Details of the following liabilities of the issuer, as at the end of the last quarter, i.e June 30, 2022, or if available, a later date:

Lender's Name	Type of Facility	Amount Sanctioned (INR in Crore)	Principal Amount Outstanding (INR in Crore)	Repayment Date / Schedule	Security
Finnov Private Limited	External Commercial Borrowings	141.36	118.41	Bullet (Interest payable Quarterly)	Charge on Receivables
Aventus Finance Private Limited	Term Loan	20.00	20.00	Bullet Repayment (Interest payable monthly)	Charge on Receivables
Aventus Finance Private Limited	Term Loan	20.00	20.00	Bullet Repayment (Interest payable monthly)	Charge on Receivables
Northern Arc Capital Limited	Term Loan	25.00	8.32	Monthly Interest, Quarterly Principal repayment	Charge on Receivables
MAS Financial Services Ltd	Term Loan	7.50	1.87	Equated Monthly Installments	Charge on Receivables
Jana Small Finance Bank Ltd	Term Loan	30.00	7.76	Equated Monthly Installments	Charge on Receivables

MAS Financial Services Ltd	Term Loan	30.00	10.00	Equated Monthly Installments	Charge on Receivables
Kisetsu Saison Finance Pvt Ltd	Term Loan	30.00	14.99	Monthly interest , Semi Annually Principal Repayment	Charge on Receivables
Northern Arc Capital Limited	Term Loan	50.00	33.26	Monthly Interest, Quarterly Principal repayment	Charge on Receivables
AU Small Finance Bank Limited	Term Loan	30.00	6.66	Equated Monthly Installments	Charge on Receivables
Incred Financial Services Limited	Term Loan	15.00	9.98	Monthly Interest, Quarterly Principal repayment	Charge on Receivables
Vivriti Capital Private Limited	Term Loan	30.00	22.41	Equated Monthly Installments	Charge on Receivables
Moneywise Financial Services Private Limited	Term Loan	10.00	7.49	Monthly Interest, Quarterly Principal repayment	Charge on Receivables
MAS Financial Services Limited	Term Loan	20.00	11.66	Equated Monthly Installments	Charge on Receivables
Cholamandalam Investment and Finance Company Limited	Term Loan	20.00	11.98	Equated Monthly Installments	Charge on Receivables
Ambit Finvest Private Limited	Term Loan	10.00	5.89	Equated Monthly Installments	Charge on Receivables
Utkarsh Small Finance Bank Limited	Term Loan	15.00	9.92	Equated Monthly Installments	Charge on Receivables
Tata Capital Financial Services Limited	Term Loan	10.00	7.45	Equated Monthly Installments	Charge on Receivables
Hinduja Leyland Finance Limited	Term Loan	25.00	18.97	Equated Monthly Installments	Charge on Receivables
AU Small Finance Bank Limited	Term Loan	20.00	15.51	Equated Monthly Installments	Charge on Receivables
MAS Financial Services	Term Loan	15.00	12.49	Equated Monthly Installments	Charge on Receivables

Limited					
Kisetsu Saison Finance (India) Private Limited	Term Loan	25.00	24.97	Monthly interest , Semi Annually Principal Repayment	Charge on Receivables
JM Financial Product Limited	Term Loan	25.00	20.90	Equated Monthly Installments	Charge on Receivables
Capri Global Capital Limited	Term Loan	15.00	14.98	First 3 months Principal moratorium and equated monthly installments	Charge on Receivables
Kisetsu Saison Finance (India) Private Limited	Term Loan	10.00	10.00	Monthly interest , Semi Annually Principal Repayment	Charge on Receivables
Tata Capital Financial services Limited	Term Loan	5.00	4.46	Equated Monthly Installments	Charge on Receivables
MAS Financial Services Limited	Term Loan	30.00	27.47	Equated Monthly Installments	Charge on Receivables
Suryoday Small Finance Bank Limited	Term Loan	10.00	9.90	Equated Monthly Installments	Charge on Receivables
MAS Financial Services Limited	Term Loan	20.00	19.98	Equated Monthly Installments	Charge on Receivables
NUPUR Recyclers Limited	Inter Corporate Deposit	10.00	8.42	Equated Monthly Installments	Charge on Receivables
Total		723.86	516.10		

(ii)Details of Unsecured Loan-

The Company has availed unsecured loan as on the latest quarter end on June 30, 2022:

Lender's Name	Type of facility	Sanction Amount (in Rs. Crore)	Outstanding Principal Amount (in Rs. Crore)	Repayment date or Schedule
Not Applicable				

(iii) Details of outstanding Non-Convertible Securities as on the latest quarter end on June 30th 2022

Series of NCD	Tenor / Period of Maturity	Coupon	Amount (INR in Crore)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
Class E1	36 months	15.00%	4.00	10-Aug-20	10-Aug-23	Unrated	Secured	Charge on Receivables
Class E8	18 months	13.18%	36	6-Apr-21	5-Oct-22	Rated	Secured	Charge on Receivables
12% PP-MLD Krazybee services Private Limited 2021	15 months and 1 day	12.00%	50	18-Jun-21	19-Sep-22	Rated	Secured	Charge on Receivables
Class E9	368 days	12.50%	35.00	19-Oct-21	22-Oct-22	Unrated	Secured	Charge on Receivables
Class E10 (1 st Tranche)	13 months	12.50%	21.50	18-Dec-21	18-Jan-23	Unrated	Secured	Charge on Receivables
Class E11	18 months	12.50%	18.30	23-Dec-21	22-Jun-23	Rated	Secured	Charge on Receivables
Krazybee PPMLD 2023	18 months	11.95%	50.00	31-Dec-21	30-Jun-23	Rated	Secured	Charge on Receivables
Class E12	15 months	12.25%	30.00	10-Jan-22	10-Apr-23	Unrated	Secured	Charge on Receivables
Class E10 (2 nd Tranche)	13 months	12.50%	12.80	28-Jan-22	28-Feb-23	Unrated	Secured	Charge on Receivables
Class E13	12 months	12.50%	10.00	04-Mar-22	7-Mar-23	Unrated	Secured	Charge on Receivables
NA	367 days	12.50%	20.00	21-Mar-22	23-Mar-23	Rated	Secured	Charge on Receivables
Class E14 (1 st Tranche)	13 months	12.50%	17.90	29-Mar-22	29-Apr-23	Unrated	Secured	Charge on Receivables
Class E15	15 months	12.25%	10.00	05-Apr-22	5-Jul-23	Unrated	Secured	Charge on Receivables
Class E16	13 months	12.50%	10.00	13-Apr-22	13-May-23	Unrated	Secured	Charge on Receivables
Class E17	13 months	12.00%	19.85	22-Apr-22	22-May-23	Unrated	Secured	Charge on Receivables
Class E18(1 st Tranche)	24 months	12.30%	50.00	13-May-22	9-May-24	Rated	Secured	Charge on Receivables
Class E14 (2 nd Tranche)	13 months	12.50%	12.00	21-May-22	21-Jun-23	Unrated	Secured	Charge on Receivables

Class E18 (2 nd Tranche)	24 months	12.30%	98.50	27-May-22	9-May-24	Rated	Secured	Charge on Receivables
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(iv) List of Top 10 holders of Non-Convertible Securities (NCS) in terms of value (in cumulative basis) as on latest quarter end on June 30th 2022:

SI No.	Name of holders of Non-Convertible Securities	Amount	% of total NCS outstanding
1	Avendus Finance Private Limited	50,00,00,000	11.68
2	Northern Arc Income Builder Fund (Series II)	35,50,00,000	8.29
3	Spark Alternative Investment Trust-Spark Equitized Credit Solutions Fund I	18,00,00,000	4.21
4	A K Capital Finance Limited	14,99,96,000	3.50
5	Unifi AIF	12,20,00,000	2.85
6	Micro Labs Limited	10,42,71,987	2.44
7	Kairus Dadachanji	10,00,00,000	2.34
8	Sahney Kirkwood Private Limited	10,00,00,000	2.34
9	Spark Financial Holdings Private Limited	10,00,00,000	2.34
10	Spark Alternative Investment Trust-Spark Equitized Credit Solutions Fund I	8,45,00,000	1.97

(v) Details of outstanding Commercial Papers as at the end last quarter ended June 30th 2022:

SI No	ISIN	Maturity Date	Amount Outstanding (in Cr.)
1	INE07HK14045	13-Oct-22	30.00
2	INE07HK14052	18-Nov-22	30.00

(vi) Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on June 30th, 2022:

Party Name	Type of Facility / Instrument	Amount Sanctioned / Issue	Principal Amount outstanding	Redemption Date	Credit Rating	Secured / Unsecured	Security
The Hongkong and Shanghai Banking Corporation Limited	Working Capital Loan	30.00	30.00	30-Jul-22	NA	Secured	Charge on Receivables
Kotak Mahindra Bank Limited	Working Capital Loan	15.00	15.00	30-Sep-22	BBB+ with Positive Outlook	Secured	Charge on Receivables

(vii) **Other outstanding borrowing (other than in cash)**

Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash. This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued:

- **in whole or part,**
- **at a premium or discount, or**
- **in pursuance of an option or not:**

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

xiv. Non-Banking Finance Company/ Housing Finance Company to make the following disclosures on Asset Liability Management shall be provided for the latest audited financials:

- **Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities in the last three years by NBFC:**
- **Lending Policy: Should contain overview of origination, risk management, monitoring and collections;**

Origination / Sourcing	The Issuer has well established origination channels and a low cost customer acquisition strategy. More than 50% of the customers are acquired organically for which no costs are incurred. Diversified customer acquisition channels include traffic partners like Facebook and Google, channel partners such as Paisabazar and Bankbazar which generate qualified leads. A strong referral system has created a loyal ecosystem of borrowers. DSAs have also been introduced which are adding new customers gradually. Issuer has the lowest CAC as compared to its peers within the industry as a result of this comprehensive sourcing strategy
Initial Assessment / Verification	There are various scores that are used to aid the decision-making process during the life cycle of the customer. The key scores help in the initial assessment of the customer are as described below: I. Bureau score: Score obtained from one of the 4 bureaus (Cibil, Crif, Experian, Equifax). Based on the tradelines and enquiry information a custom score has been created for KreditBee's loan product.. II. Income Estimator Score: This score provides an estimate on the effective income of the customer based on various data sources like the Bureau, declared Income. III. Connectivity Score: Based on the connectivity parameter from various sources like KreditBee SMS and message delivery status, collections agent's calling disposition status, etc. a connectivity score is created to measure the riskiness of the profile. IV. Device Score: Based on the device information which includes location information and other device's system variables. V. Origination score / A-Score card: Custom score card based on first and second loan data of users across 400 variables using logistic regression. VI. Collection score card: Experience based custom score card based on repayment data of user. VII. PAN name matching score: A score that captures how much of name entered by user matched the one in PAN database in NSDL VIII. OCR score: An OCR score that captures how much of details entered by user is matching the data in the documents uploaded. IX. Live photo score: A score that indicates if the selfie taken is that of a live human being. X. Photo match score: A score that indicates, if the selfie of user matched the photo of the customer in the other documents uploaded.

Credit Appraisal System	The key factors considered before taking a loan decision are: 1. Eligibility check to be a customer: The customers identity is verified using social network, government ID, age, blacklist, address book network, GPS location network, device data including IMEI for impersonation and user is accepted or rejected. 2. Profile check to get a credit line: The customers profile is verified using data based on government ID, social network, age, profession, address book network, bureau score and derived data from bureau data users' ability to pay and willingness to pay is validated and user can take a loan or is rejected. 3. Bank add check to disburse loan: The customer's name in bank account is validated when the user adds his bank account for loan disbursement and this further plays a role in validating users' identity. 4. Eligibility check for higher loan: The customers are evaluated on specific data from bureau, blacklist, age, income, address book network for ability to take larger credit lines. This is in addition to Eligibility check to be a customer. 5. Profile check for higher loan: The customers are evaluated based on bank statement data and monthly salary slip data in addition to Profile check to get a credit line for ability to take larger credit lines. 6. Employment validation for higher loans: The customer's employment information is also validated either through the bank statement data or Provident Fund by EPFO or tax paid information via the 26AS government form. 7. Loan disbursal check: The customers data from e-sign, and bank before disbursal of loan amount allows in validating users' identity. 8. Payment check: The customers data from repayment and phone data is used to understand the customers appetite for repayment of loan to extent further credit line or increase of credit line. 9. Reassessment Process for re-activating customers: For the applicants or customers who were rejected because of bad payment behaviour either in KreditBee or some other platform, a reassessment is done on re-application post 6 months to see if the applicant's situation has improved and he/she falls within the company's policy norms. 10. Reassessment Process for Credit Line changes: Once every 6 months, the bureau data is re-run to ensure that the customer's payment profile in other lending platforms is also taken into consideration for subsequent changes. This is used as a risk management as well as a credit line enhancement strategy
Disbursement	nce the customers' profile is approved on the Kreditbee App after passing through the risk and rule engines, they are eligible for a loan and assigned to KrazyBee NBFC. Funds are disbursed directly in the customers' bank account through KrazyBee's escrow account.
Collection	Customers are informed and reminded of the due date for repayment through the Kreditbee App. Customer pays via the App, through the payment gateway. The payment gateway settles the funds in the repayment Nodal account on a T+1 working day basis to KrazyBee. The company has a robust in-house collection team of 800+ personnel handling tele calling, CRM, customer education, etc. Physical collection capabilities have also been set up by onboarding 100+ agencies PAN India. Salient features of the collection strategy include : a) Collection scorecard is used for prioritization to improve agent efficiency b) Automated reminder system is used to create urgency for lower DPDs while it is used to identify reachable customer for higher DPDs c) Efficient vernacular collection through agent coverage in all languages d) Collection policy is formulated as per RBI guidelines and customer grievances are handled on priority to ensure no major escalations e) Performance based incentives, HR processes and Knowledge management are key attributes for continuous improvement

Delinquency Management	The Company has an experienced and efficient recovery team on the payroll who ensure timely action for recovery of over dues. Separate collection strategies are deployed for high risk and low risk customers. This segregation is done on the basis of proprietary collection scorecards.	
	Buckets	Repeat/Low risk customers
	1-30 DPD	1. Explaining and educating the customers about Bureau score and implications of not paying on time
		2. Reaching out through SMS
	31-60 DPD	1. Sending soft legal notices
	61-90 DPD	2. Hard Legal notices
	91-120 DPD	3. Agency collections
	120+DPD	4. Agency collections
		5. Field recovery initiation
	Buckets	New/High risk customers
	1-7 DPD	I. Reminders
		II. Daily calling
		III. Education
	8-15 DPD	IV. Explaining and educating about Bureau
		V. Reaching out through SMS
	16-30 DPD	a) Extending offers and waivers to encourage better repayment
	31-60 DPD	a) Soft Legal Notices
		b) Negotiations
	61-90 DPD	c) Hard Legal notices
		d) Field recovery initiation

- **Classification of Loans given to associate or entities related to Board, Senior management, promoters, etc.**

No Loans / advances has been given to associates, entities/ person relating to board, senior management, promoters, others

- **Classification of loans/ advances given, according to type of loans, denomination of loan outstanding by loan to value, sectors, denomination of loans outstanding by ticket size, geographical classification of borrowers, maturity profile etc.**

As of 31st March 2022

Product Name	Loan Amount	Ticket Size	Tenure		RoI (%)
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	(In Rs. Crore)	(In Rs.)	(Month)	Repayment mode	
Personal Loans	1,161.56	1,600 – 3,00,000	2 – 18 months	Digitally through the KreditBee App, NACH/ ECS	12% – 29.95%

- Aggregated exposure to the top 20 borrowers with respect to the concentration of advances, exposures to be disclosed in the manner as prescribed by RBI in its stipulations on Corporate Governance for NBFCs or HFCs, from time to time;

As of 31st March 2022 (in Rs. In lakhs)

Name of the Borrower	Type of Borrower	Total Sanctioned	Loan Amount	Disbursed Loan Amount	Un-disbursed Loan Amount	Total Principal Outstanding Amount	Status of Account	Amount Outstanding
Sudarshan Malpani	Individual	20.00	20.00	20.00	-	20.00	Standard	20.00
Venugopal M	Individual	20.00	20.00	20.00	-	14.94	Standard	14.94
Vivek Pandian	Individual	15.00	15.00	15.00	-	12.13	Standard	12.13
Gokul Narayanrao Soudagar	Individual	12.5	12.50	12.50	-	9.69	Standard	9.69
Shekhar R	Individual	9.08	9.08	9.08	-	8.74	NPA	8.74
Shiva Reddy S	Individual	6.50	6.50	6.50	-	5.15	Standard	5.15
Gaurav Jain	Individual	5.00	5.00	5.00	-	4.89	Standard	4.89
Karthika	Individual	5.00	5.00	5.00	-	4.64	Standard	4.64
Sundar Sankar	Individual	5.00	5.00	5.00	-	4.42	Standard	4.42
Balaraj H V	Individual	5.00	5.00	5.00	-	4.28	NPA	4.28
Fastina	Individual	5.00	5.00	5.00	-	4.03	Standard	4.03
Rahul Bhangay	Individual	5.00	5.00	5.00	-	3.56	Standard	3.56
Padam Yadav	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00
Moloy Debnath	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00
Nitin Verma	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00
Rudra Varam Pavan Kumar	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00

Govinda Ballav Saikia	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00
Amit Dutta	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00
karri satya ammireddy	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00
Sai Sudheer Manikonda	Individual	3.00	3.00	3.00	-	3.00	Standard	3.00

(i) **Details of loans, overdue and classified as non-performing in accordance with RBI stipulations:**

Classification	As on 31 March 2022 (in INR crores)
Standard	1,128.30
NPA	33.27
Off Book	0.00
Total	1,161.56

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

SECTION 1: Portfolio Summary of borrowings made by NBFC Quantum and percentage of Secured vs. Unsecured borrowings

Sl. No.	Type of loans	Rs Crore
1	Secured	Nil
2	Unsecured	1,161.56
	Total assets under management (AUM)*^	1,161.56

*Information required at borrower level (and not by loan account as customer may have multiple loan accounts); ^Issuer is also required to disclose off balance sheet items;

SECTION 2: Denomination of loans outstanding by loan-to-value: If Not applicable kindly mention

Sl. No.	LTV (at the time of origination)	Percentage of AUM
1	Upto 40%	NA
2	40-50%	NA
3	50-60%	NA
4	60-70%	NA
5	70-80%	NA
6	80-90%	NA
7	>90%	NA
	Total	NA

SECTION 3: Sectoral exposure:

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
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1.	Retail	Nil
A	Mortgages (home loans and loans against property)	Nil
B	Gold loans	Nil
C	Vehicle finance	Nil
D	MFI	Nil
E	MSME	Nil
F	Capital market funding (loans against shares, margin funding)	Nil
G	Others	100%
2	Wholesale	Nil
A	Infrastructure	Nil
B	Real estate (including builder loans)	Nil
C	Promoter funding	Nil
D	Any other sector (as applicable)	Nil
E	Others	Nil
	Total	Nil

SECTION 4: Denomination of loans outstanding by ticket size*:

Sl. No.	Ticket size (at the time of origination)	Percentage of AUM
1	Upto Rs. 2 lakh	99.12%
2	Rs. 2-5 lakh	0.88%
3	Rs. 5 - 10 lakh	0%
4	Rs. 10 - 25 lakh	0%
5	Rs. 25 - 50 lakh	0%
6	Rs. 50 lakh - 1 crore	0%
7	Rs. 1 - 5 crore	0%
8	Rs. 5 - 25 crore	0%
9	Rs. 25 - 100 crore	0%
10	>Rs. 100 crore	0%
	Total	100%

* Information required at the borrower level (and not by loan account as a customer may have multiple loan accounts);

SECTION 5: Geographical classification of borrowers:

Top 5 states borrower wise

Sl. No.	Top 5 states	Percentage of AUM
1	Maharashtra	12%
2	Telangana	12%
3	Karnataka	11%
4	Tamil Nadu	10%
5	Andhra Pradesh	9%
	Total	54%

SECTION 6: Details of loans overdue and classified as non-performing in accordance with RBI's stipulations: As of 31st March 2022

Movement of gross NPA:

Movement of gross NPA*	Rs. Cr
Opening gross NPA	47.10
- Net additions during the year	(13.84)
Closing balance of gross NPA	33.26

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

SECTION 7: Movement of provisions for NPA

Movement of provisions for NPA	Rs. Cr
Opening balance	34.72
- Provisions made during the year	10.90
- Write-off/ write-back of excess provisions	-118.98
Closing balance	224.73

SECTION 8: Segment-wise gross NPA:

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
1	Retail	Nil
A	Mortgages (home loans and loans against property)	Nil
B	Gold loans	Nil
C	Vehicle finance	Nil
D	MFI	Nil
E	MSME	Nil
F	Capital market funding (loans against shares, margin funding)	Nil
G	Others	2.86%
2	Wholesale	Nil
A	Infrastructure	Nil
B	Real estate (including builder loans)	Nil
C	Promoter funding	Nil
D	Any other sector (as applicable)	Nil
E	Others	Nil
	Total	Nil

SECTION 9: Residual maturity profile of assets and liabilities (in line with the RBI format):

Residual maturity profile of assets and liabilities as of March 31, 2022:

(In INR Crore)

Category	Up to 30/31 days	>1 month 2 months	>2 months 3 months	>3 months 6 months	>6 months 1 year	>1 years 3 years	>3 years 5 years	>5 years	Total
Deposit	0	0	0	0	0	0	0	0	0
Advances	330.88	181.49	133.88	307.24	166.34	8.46	33.27	0	1,161.52
Investments	0	0	61.98	0	0	0	0	0	61.98
Borrowings	133.09	42.60	4,851.50	232.37	151.90	72.30	0	0	680.77

FCA*	0	0	0	0	0	0	0	0	0
FCL*	0	0	0	0	113.71	0	0	0	113.71
Loan commitment pending disbursement**	60.44	0	0	0	0	0	0	0	60.44

*FCA – Foreign Currency Assets; FCL – Foreign Currency Liabilities;

- Disclosure of latest ALM statements to stock exchange:**

Please refer to Annexure II

- Details of change in shareholding: Any change in promoters holding in NBFC during last financial year beyond the threshold prescribed by Reserve Bank of India- Nil**
- In order to allow investors to better assess the debt securities issued by the NBFC/ HFC, the following disclosures shall also be made:**

- A portfolio summary with regard to industries/ sectors to which borrowings have been made**

Type of Facility	Amount (in INR Cr)
i. Debentures	
i. Secured	261.13
ii. Unsecured	0
iii. Term Loans	419.64
iv. Deferred Credit	0
v. Inter-corporate loans & borrowing	0
vi. Commercial Paper	0
vii. Public Deposits	0
viii. Bank Overdraft	0
ix. Other loans (ECB)	113.71
Total	794.48

- NPA exposures of the issuer for the last three financial years (both gross and net exposures) and provisioning made for the same as per the last audited financial statements of the issuer;**

Particulars (In Cr)	Mar-22	Mar-21	Mar-20
Stage III Loans	33.27	47.10	34.33
Provision	24.73	34.72	25.11
Net NPA	8.54	12.38	1.

- Quantum and percentage of secured vis-à-vis unsecured borrowings made**

Type of Borrowings	Amount (in INR Cr)	%
Secured	794.48	100%
Unsecured	0	0%%
Total	794.48	100.00%

- i. **Any change in promoters' holdings during the last financial year beyond the threshold, as prescribed by RBI.**

No change during the last financial year beyond the threshold, as prescribed by RBI.

- ii. **Defaults in borrowing**

The details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past 3 years including the current financial year: NIL

- iii. **Material event/ development affecting investment decision**

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

- iv. **Any litigation or legal action pending or taken by a Government Department or a statutory body during the last three years immediately preceding the year of the issue of prospectus against the promoter of the Company.**

NIL

- v. **Details of default and non-payment of statutory dues: NIL**

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

Catalyst Trusteeship Limited has been appointed as Debenture Trustee for the proposed Issue. The Debenture Trustee has given their consent to the Issuer for its appointment under the Securities and Exchange Board Of India (Issue And Listing Of Non-Convertible Securities) Regulations, 2021, as amended up to date, and a copy of the consent letter is enclosed as **Annexure IV** to this Disclosure Document. The Company will enter into a Trusteeship Agreement/ Debenture Trust Deed, inter-alga, specifying the powers, authorities and obligations of the Company and the Debenture Trustee in respect of the Debenture.

The Debenture Holders shall, by signing the Application Form and without any further act or deed, be deemed to have irrevocably given their consent to and authorized the Debenture Trustee or any of their Agents or authorized officials to do, inter cilia, all such acts, deeds and things necessary in respect of or relating to the security to be created for securing the Debentures being offered in terms of this Disclosure Document. All rights and remedies under the Debenture Trust Deed / Trusteeship Agreement and/or other security documents shall rest in and be exercised by the Debenture Trustee without having it referred to the Debenture holders. Any payment made by the Company to the Debenture Trustee on behalf of the Debenture holder(s) shall discharge the Company to that

extent to the Debenture holder(s). No Debenture holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so.

Company reserves the rights to appoint any other SEBI registered Trustee.

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

Not Applicable

- viii. **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 debt securities /non-convertible redeemable preference shares which need to be made, should be disclosed.**

Coupon and all other charges shall accrue based on actual/actual day count convention in accordance with the SEBI Circular on day count convention dated November 11, 2016, as may be amended from time to time.

- b. Procedure and time schedule for allotment and issue of securities should be disclosed;**

The issue schedule for the issue of the Debentures is as follows:

PARTICULARS	DATE
Issue Opening Date	October 28, 2022
Issue Closing Date	October 28, 2022
Pay In Date	October 28, 2022
Deemed Date of Allotment	October 28, 2022

Please also refer Section 8 (*Issue Procedure*).

- c. Cash flows emanating from the debt securities / non- convertible redeemable preference shares shall be mentioned in the offer document, by way of an illustration.**

1.Illustration of Cash Flow

The cash flows emanating from the non-convertible securities according to the day count convention (Actual/ Actual) shall be mentioned in the Disclosure document, by way of an illustration.

For the purpose of standardization, if the coupon/ dividend payment date of the non- convertible securities falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document. If the maturity date of the debt securities, falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day. In order to ensure consistency, a uniform methodology shall be followed for calculation of interest/ dividend payments in the case of leap year. If a leap year (i.e. February 29) falls during the tenor of a security, then the number of days shall be reckoned as 366 days (Actual/ Actual day count convention) for the entire year, irrespective of whether the interest/ dividend is payable annually, half yearly, quarterly or monthly.

A sample illustration is given below:

Company	Krazybee Services Private Limited
Face Value (per Debenture)	Rs.10,00,000 each
Issue Date/Deemed Date of Allotment	The date on which the board of directors of the Issuer passes the resolution to allot the Debentures
Maturity Date	Series 1 Debentures : April 28, 2024

	Series 2 Debentures: January 28, 2024	
Coupon Rate	$Face\ Value * [(1 + Annualized\ Coupon\ Rate)^{(Tenor\ in\ Days/365)} - 1]$	
Annualized Coupon Rate	Based on 'Reference Index Performance', corresponding 'Annualized Coupon Rate' function' will be applicable	
	Reference Index Performance	'Annualized Coupon Rate' function
	<= -75%	0%
	> -75%	Series 1: 12.15% XIRR Series 2: 12.00% XIRR
Reference Index	7.26% GS 2032 (ISIN IN0020220060) as published by FBIL on www.fbil.org.in	
Reference Index Performance	$\left(\frac{Final\ Fixing\ Level}{Initial\ Fixing\ Level} \right) - 1$	
Frequency of the Interest Payment with specified dates	Final Redemption Date	
Day Count Convention	Actual/Actual	

Assuming Initial Index level of 7.26%

Series 1 Expected Payout

Initial Index Level	Final Index Level	Performance of Index Level	Initial Investment on per Debentures (INR)	Annualized yield on Debentures	Investment per debenture	Maturity Amount per Debenture
7.26%	0.36%	-95.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	0.73%	-90.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.09%	-85.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.45%	-80.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.81%	-75.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.82%	-74.90%	10,00,000	12.15%	10,00,000	11,87,865
7.26%	5.08%	-30.00%	10,00,000	12.15%	10,00,000	11,87,865
7.26%	7.26%	0.00%	10,00,000	12.15%	10,00,000	11,87,865
7.26%	9.44%	30.00%	10,00,000	12.15%	10,00,000	11,87,865

Series 2 Expected Payout

Initial Index Level	Final Index Level	Performance of Index Level	Initial Investment on per Debentures (INR)	Annualized yield on Debentures	Investment per debenture	Maturity Amount per Debenture
7.26%	0.36%	-95.00%	10,00,000	0.00%	10,00,000	10,00,000

7.26%	0.73%	-90.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.09%	-85.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.45%	-80.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.81%	-75.00%	10,00,000	0.00%	10,00,000	10,00,000
7.26%	1.82%	-74.90%	10,00,000	12.00%	10,00,000	11,52,454
7.26%	5.08%	-30.00%	10,00,000	12.00%	10,00,000	11,52,454
7.26%	7.26%	0.00%	10,00,000	12.00%	10,00,000	11,52,454
7.26%	9.44%	30.00%	10,00,000	12.00%	10,00,000	11,52,454

Wherever the coupon payment date is falling on a Sunday, the coupon is paid on the following working day and coupon payment period has been calculated for 366/367 days accordingly (after increasing 1 day),

Note

The Issuer requested to note that the above cash flow is only illustrative in nature. The deemed date of allotment, Coupon rate, redemption date and frequency of the interest payment shall vary in nature and aforesaid dates may be modified upon receipt of consent/ permission from existing lender.

ix. Disclosures pertaining to wilful defaulter:

The disclosures pertaining to wilful defaulter is as provided in **SECTION 9** of this Placement Memorandum.

x. UNDERTAKING BY THE ISSUER

Please refer to Section 3 of this Placement Memorandum.

xi. Risk Factors

Please refer to Section 4 (*Risk Factors*) of this Placement Memorandum.

xii. Other Details

a. Issue/ instrument specific regulations

The Debentures are governed by and will be construed in accordance with the Indian Law. The Issuer, the Debentures and Issuer's obligations under the Debentures shall, at all times, be subject to the directions of the Reserve Bank of India (RBI), Securities & Exchange Board of India (SEBI), Stock Exchanges, Companies Act, 2013 and other applicable laws and regulations from time to time. Over and above, the said debentures shall be subject to the terms and conditions as contained in the offer letter /term sheet, application form and the Debenture Trust Deed / Trustee Agreement.

b. Default in Payment;

In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of atleast @ 2% p.a. over the coupon rate shall be payable by the Company for the defaulting period

c. Delay in Listing:

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

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

In accordance with the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, read together with the requirements in respect of the timelines for listing of debt securities issued on a private placement basis prescribed in Chapter VII (Standardization of timelines for listing of securities issued on a private placement basis) of the SEBI circular no. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 on "Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper", the Issuer confirms that in the event there is any delay in listing of the Debentures beyond 4 (four) Business Days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Coupon Rate for the period of delay from the date of closure of the issue for the Debentures until the listing of the Debentures is completed, and (ii) shall be permitted to utilise the issue proceeds of its 2 (two) subsequent privately placed issuances of securities only after receiving final listing approval from the stock exchange(s).

d. Delay in allotment of securities:

- The Issuer shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements.
- If the Issuer fails to allot the Debentures to the Applicants within 60 (sixty) calendar days from the date of receipt of the Application Money ("**Allotment Period**"), it shall repay the Application Money to the Applicants within 15 (fifteen) calendar days from the expiry of the Allotment Period ("**Repayment Period**").
- If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at 12% (twelve percent) per annum from the expiry of the Allotment Period.

e. Issue details:

As detailed in Section 7 of this Disclosure Document.

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

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

g. 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

SECTION 7 APPLICATION PROCESS

Who can invest /apply?

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

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

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form as set out in **Annexure IX** in the prescribed format in BLOCK LETTERS in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the relevant Application Form. No application can be made for a fraction of a Debenture. The series of Debentures applied for must be clearly indicated in the Application Form. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/redemption warrants.

An Application Form must be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the Application Form and crossed "Account Payee Only". Cheque(s) or demand (s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located at Bangalore. If permitted, the applicant may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Issuer as per details mentioned in the Application Form.

Force Majeure: The Company reserves the right to withdraw the issue prior to the closing date in the event of any unforeseen development adversely affecting the economic and regulatory environment. The Company reserves the right to change the Issue Schedule.

Right to Accept or Reject Applications: The Company reserves its full, unqualified and absolute right to accept or reject the application, in part or in full, without assigning any reason thereof. The rejected applicant will be intimated along with the refund warrant, if applicable. The application form that is not complete in all respects is liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

1. Number of Debentures applied for is less than the minimum application size;
2. Application exceeding the issue size;
3. Bank account details not given;
4. Details for issue of Debentures in electronic or dematerialised form not given; PAN or GIR and IT Circle or Ward or District not given;
5. In case of applications under Power of Attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;
6. In the event, if any Debentures applied for is or are not allotted in full, the excess application monies of such Debentures will be refunded, as may be permitted.

Basis of Allotment:

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

Deemed date of allotment for the issue is October 28, 2022 by which date Investors would be intimated of allotment.

Payment Instructions

Upon receipt of intimation of allotment, application form along with cheque(s)/drafts favouring “Krazybee Services Private Limited”, crossed Account Payee only the entire amount of Rs. 10,00,000 (Indian Rupees Ten Lakh only) per debenture is payable on the application. Applicants can alternatively, remit the application amount through RTGS on Bank. The RTGS details of the Issuer are as under:

Bank Name and Address	KRAZYBEE SERVICES PRIVATE LIMITED
IFSC Code	ICIC0000002
Bank Account No:	000205032465
Type of Account	Current Account

Documents to be provided by Investors / applicants

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

- (ii) Memorandum and Articles of Association along with Certificate of Incorporation/Documents Governing Constitution
- (iii) Board Resolution / letter authorizing the investment and containing operating instructions
- (iv) Certified true copy of the Power of Attorney, if applicable
- (v) PAN card
- (vi) Form 15AA for investors seeking exemption from Tax Deduction at Source (TDS) — both on Interest on Application Money as well as annual interest payments
- (vii) Specimen signature of the authorized signatories, duly certified by an appropriate authority
- (viii) SEBI Registration Certificate, as applicable
- (ix) Application form (including RTGS details)

Applications to be accompanied with bank account details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of interest and all other amounts payable to the Debenture Holder(s) through electronic transfer of funds or RTGS.

Applications under Power of Attorney

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

Letters of Allotment

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

Record Date

Means the date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 7 (Seven) calendar days prior to any Due Date.

Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (seven) days from the Deemed Date of Allotment of the Debentures.

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

Payment on Redemption

Payment on redemption will be made by way of cheque(s)/ redemption warrant(s)/ demand draft(s)/ credit through RTGS system/ funds transfer in the name of the relevant Debenture Holder(s) whose names appear on the List of beneficial owners given by the Depository to the Company as on the Record Date. The Debentures shall be taken as discharged on payment of the redemption amount by the Company on relevant maturity date(s) to the respective registered Debenture Holder(s) whose name appears in the register of debenture holder(s) on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s) of such series. On such payment being made, the Company will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted. The Company's liability to the Debenture Holder(s) towards all their rights including for payment or otherwise shall cease and stand extinguished from the due dates of redemption in all events. Further the Company will not be liable to pay any interest or compensation from the dates of such redemption. On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

Mode of Payment

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

Effect of Holidays

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

Payment of Coupon

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

Tax Deduction at Source

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

PAN/GIR Number

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

Signatures

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

Basic terms of the present offer

Refer Issue Details / Term sheet for issue specific details.

Minimum Subscription

Minimum subscription is INR. 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 10,00,000 (Indian Rupees Ten Lakh only) thereafter

Deemed Date of Allotment

Deemed Date of Allotment All the benefits under the Debentures, including but not limited to the payment of Coupon, will accrue to the Investor from the deemed date of allotment. The deemed date of allotment for the Issue is October 28, 2022

All benefits related to the Debentures will be available to the Debenture Holders from the Deemed Date of Allotment. The actual allotment of the Debentures may take place on a date other than the Deemed Date of Allotment. The Company reserves the right to keep multiple allotment date(s)/Deemed date(s) of Allotment at its sole and absolute discretion without any notice to the Debenture holders. In case the Issue Closing Date is revised, the Deemed Date of Allotment may also be revised by the Company at its sole and absolute discretion.

Market Lot Market lot will be one Debenture

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

Security

The Debentures are proposed to be secured by the assets and security details as given in Issue Detail/ Term Sheet.

Debentures in Dematerialized Form

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

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

Joint-Holders

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

Mode of Transfer

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

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

Succession

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

Governing law

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

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

SECTION 8 ISSUE DETAILS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to Krazybee Finance Private Limited ("**Borrower**" or "**Company**") by the Investor for Debentures.

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

Particulars	Terms and Conditions
Security Name	KRAZYBEE SERVICES PRIVATE LIMITED PPMLD April 2024 (Series 1) And KRAZYBEE SERVICES PRIVATE LIMITED PPMLD January 2024 (Series 2)
Issuer	Krazybee Services Private Limited
Type of Instrument	Rated, Senior, Secured, Listed, Transferable, Redeemable, Principal Protected Non-Convertible Market Linked Debentures having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture.
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private Placement
Eligible Investors	The investor to whom the Information Memorandum/Disclosure Document is specifically addressed, is eligible to apply for this private placement of Debentures subject to fulfilling its respective investment norms/rules and compliance with laws applicable to it by submitting all the relevant documents along with the Application Form. The persons to whom the Information Memorandum/Disclosure Document has been circulated to, may include but not limited to: i. Individuals ii. Hindu Undivided Family iii. Trust iv. Limited Liability Partnerships v. Partnership Firm(s) vi. Portfolio Managers registered with SEBI vii. Association of Persons viii. Companies and Bodies Corporate including Public Sector Undertakings. ix. Commercial Banks x. Regional Rural Banks xi. Financial Institutions xii. Insurance Companies xiii. Mutual Funds xiv. NBFCs xv. Foreign Institutional Investors (FIIs) xvi. Qualified Foreign Investors (QFIs) xvii. Foreign Portfolio Investors (FPIs) - xviii. Alternative investment funds xix. Any other person eligible to invest in the Debentures. Any other Investors eligible to invest in these Debentures.
Listing	This issue of Debentures will be listed on debt segment of the BSE Limited.

	The Issue will be listed within 4 (Four) trading days from the date of closure of issue.
Trustee	Catalyst Trusteeship Limited
Rating of the Instrument	'CRISIL PP- MLD BBB+ (Positive)' by CRISIL Limited
Issue Size	A. 890 (Eight Hundred and Ninety) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of INR 89,00,00,000 (Indian Rupees Eighty Nine Crores Only) for cash at par comprising of: c. 390 (Three Hundred and Ninety) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of 39,00,00,000 (Indian Rupees Thirty-Nine Crores Only) ("Series 1 Debentures"); d. 500 (Five Hundred) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of INR 50,00,00,000 (Indian Rupees Fifty Crores Only) ("Series 2 Debentures");
Minimum subscription	INR. 1,00,00,000/- (Indian Rupees One Crore only)
Option to retain oversubscription (Amount)	Not Applicable
Objects of the Issue	The monies raised through the issue the Debentures shall be used for originating personal loans.
Details of Utilization of Proceeds	The monies raised through the issue the Debentures shall be used for originating personal loans.
Coupon Rate	Effective Coupon Amount per Debenture shall be paid by the Company to the Debenture Holders as interest on the Final Redemption Date or the Early Redemption Date i.e. (the date on which the Debentures are redeemed prior to the Final Redemption Date in terms of the Transaction Documents), as the case may be. The said 'Effective Coupon Amount' being the interest amount to be paid per Debenture by the Issuer to the Debenture Holders shall be determined in accordance with the method of calculation set out in Schedule I (Method of calculation of Effective Coupon Amount) hereto.
Step Up Coupon Rate	Not Applicable
Coupon Payment Frequency	Bullet
Coupon Payment Date	On the Final Redemption Date
Coupon Type	Linked to 7.26% GS 2032 as published by FBIL on www.fbil.org.in (" Reference Index ") In case, due to any reason whatsoever, the official closing level of the Reference Index on the Final Fixing Date is not available/visible for the purposes of determining the Final Fixing Level, then, the last determined/known official closing level of the Reference Index immediately preceding the Final Fixing Date will be considered for the purposes of determining the Final Fixing Level.
Coupon Reset Process	Not Applicable
Day Count Basis	The Coupon shall be computed on Actual / Actual basis, i.e. Actual / 365 (Three Hundred Sixty-Five) days or 366 (Three Hundred Sixty Six) days in the case of a leap year.
Interest on Application Money	Interest at the rate of 12.00% p.a. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 1961) will be paid on Application Money to the Applicants from the date of realization of the cheques / drafts or credit through RTGS / NEFT / direct credit up to one day prior to the Deemed Date of Allotment. This is applicable for all valid applications within 5 (five) Business Days from the Deemed Date of Allotment. Where the entire subscription amount has

	been refunded, the interest on Application Money will be paid along with the refund orders or through RTGS / NEFT / direct credit to the bank account of the Applicant as described in the Application Form.
Default Interest Rate	<i>Event of Default</i> If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate of 2% per annum above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the Payment Default or Event of Default until such Payment Default or Event of Default is cured. <i>Breach of Financial Covenants and Reporting Covenants</i> If, at any time, there shall be any breach of any financial or reporting covenants, and if the cure period as applicable has lapsed, the company agrees to pay an additional interest rate of 2% per annum above the applicable Interest rate on the Outstanding Principal Amount from the date of the breach of covenants until such date the breach is set right. <i>Delay in execution of Debenture Trust Deed</i> If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed. <i>Delay in Security Creation</i> Issuer shall pay a penal interest of 2.0% (Two Percent) p.a. over the coupon rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets;
Tenure	Series 1 Debenture: 18 (Eighteen) months from the Deemed Date of Allotment Series 2 Debentures: 15 (Fifteen) months from the Deemed Date of Allotment
Redemption Date / Scheduled Maturity Date	Series 1 Debentures: The date falling on the expiry of 18 (Eighteen) months from the Deemed Date of Allotment being April 28, 2024 Series 2 Debentures: The date falling on the expiry of 15 (Fifteen) months from the Deemed Date of Allotment being January 28, 2024 The Debentures are structured in a manner that the principal amount of the Debentures, the Coupon and all other Outstanding Amounts are promised to be paid on the Scheduled Maturity Date.
Redemption Amount	Each Debenture shall be redeemed at par.
Redemption Premium / Discount	Not Applicable
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakh Only) per Debenture
Creation of Recovery Expense Fund	The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 on "Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" ("SEBI REF Circular") issued

	by SEBI REF Circular, in accordance with and within the timelines prescribed in the SEBI REF Circular. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Transaction Documents. On the occurrence of an Event of Default, if the Security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the SEBI REF Circular for utilisation of the Recovery Expense Fund. The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero – One percent) of the Issue Size in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange.
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put notification time	Not Applicable
Call notification time	Not Applicable
Face Value	Rs. 10,00,000/- (Rupees Ten Lakh Only) per Debenture
Minimum Application size	INR. 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 10,00,000 (Indian Rupees Ten Lakh only) thereafter
Issue Opening Date	October 28, 2022
Issue Closing Date	October 28, 2022
Pay-in Date:	October 28, 2022
Deemed Date of Allotment:	October 28, 2022
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	Cheques, Demand Drafts, interest/ redemption warrants, pay order, direct credit, ECS, NEFT, RTGS, other online payment mechanism as are permitted by the Reserve Bank of India.
Depositories	NSDL and / or CDSL
Business Day Convention/Effect of Holidays	Means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or Saturday or a Sunday, on which banks are open for general business in Mumbai or Bengaluru; If any Due Date falls on a day which is not a Business Day, the payment shall be made on the immediately preceding Business Day.
Disclosure of Interest/Dividend/Redemption Dates	Refer to Schedule I (Method of calculation of Effective Coupon Amount) as stated below:
Record Date	Means the date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 7 (Seven) calendar days prior to any Due Date.
All Covenants of the issue (including side letters,	Reporting Covenants

accelerated payment clause, etc.)	Company shall provide or cause to be provided to the Debenture Trustee (and to the Debenture Holders if so requested), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items: (a) <u>Monthly Reports</u> i. Provide month end ALM table in the agreed format within 20 calendar days from the end of the month. (b) <u>Quarterly Reports</u> As soon as available and in any event within 45 (Forty-five) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing: (i) financials, operations, portfolio growth and asset quality (including static portfolio cuts, collection efficiency and portfolio at risk data), funding in formats acceptable to the Investor; (ii) the shareholding structure and composition of the board of directors in the Company; (iii) if applicable, the financial and other returns filed by the Company with the RBI (including without limitation, the form NBS 7 filed with the RBI); (iv) a compliance certificate regarding the financial covenants set forth in Schedule IX (Financial Covenants) of the Debenture Trust Deed in form and substance reasonably satisfactory to the Debenture Trustee and the Debenture Holders; (iv) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars: (a) Updated list of the names and addresses of the Debenture Holders. (b) Details of the Interest due, but unpaid and reasons thereof. (c) The number and nature of grievances received from the Debenture Holders and (A) resolved by the Company (B) unresolved by the Company and the reasons for the same. (d) A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due (v) information on:(i) any changes in the accounting policy of the Company from that followed as on the Deemed Date of Allotment; (ii) All data required for covenant testing including restructured POS, TTM Write-off, borrowing profile sheet, CRAR, contingent liabilities.
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	(iii) such other information, as may be required by the Debenture Trustee. (iv) Change in senior management officials (any CXO or equivalent) v. List of Lenders and Loan / NCD profile vi. Portfolio cuts including number of loans & PAR data in the agreed format vii. Any other financial / operational data as may be required by the Debenture Holders. viii. As soon as available and in any event within 10 (ten) calendar days after the end of each quarter, the list of assets hypothecated under the Deed of Hypothecation for Debentures in form and substance satisfactory to the Debenture Trustee and the Debenture Holders (c) <u>Annual Reports</u> As soon as available, and in any event within 180 (One Hundred and Eighty) calendar days after the end of each Financial Year of the Company, the annual reporting required and in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. Such reporting will include information detailing: (i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian GAAP including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and fairly represents the financial condition, results of operation and changes in cash flow of the Company as of the date thereof; (d) <u>Event Based Reports</u> (i) As soon as available and in any event within 45 (Forty-Five) Business Days of the occurrence of such event, the details of any change in the shareholding structure of the Company, in form and substance satisfactory to the Debenture Trustee and the Debenture Holders. (ii) As soon as available and in any event within 45 (Forty-Five) Business Days of the occurrence of such event, the details of any change in board of directors and other senior management officials like Chief Executive Officer, Chief Financial Officer/Head of Finance and Treasury, Chief Risk Officer, Chief Operations Officer/Head of Business and the Head of Audit; (iii) The Company shall provide/cause to be provided information to the Debenture Trustee (and to the Debenture Holders, if so requested)
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	as soon as practicable, and in any event within 10 (ten) Business Days from the occurrence of such event: (a) the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect; (b) the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect; (c) the Company obtains actual knowledge thereof, notice of the occurrence of any Event of Default or potential Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same; (e) the Company alters its Constitutional Documents; and (f) any notice of any application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed and affecting the title to the property of the Company. (g) Any fraud amounting to more than 2% of Gross Loan Portfolio (e) <u>Disclosures under listing regulations</u> The Company disclose all such information to the Debenture Trustee under applicable laws and shall file with the BSE all such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, Operating Circular and NCS Regulations. Affirmative Covenants (a) <i>Utilization of the issue proceeds</i> The Issuer shall utilize the proceeds of this issue in accordance with applicable Laws and regulations and as provided in this Deed (b) <i>Notice of winding up or other legal process</i> Company shall promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute
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	relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company; (c) <i>Loss or damage by uncovered risks</i> Company shall promptly inform the Debenture Trustee of any material loss or significant damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties; (d) <i>Costs and expenses</i> Company shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including traveling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred and shall not include any foreign travel costs; (e) <i>Payment of Rents, etc.</i> Company shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Company as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under this Deed; (f) <i>Preserve corporate status; authorisations</i> Company shall (i) diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and comply with each and every term of the said franchises and concessions and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures are not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed; and
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	(ii) conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel; (iii) promptly obtain all consents and authorizations as maybe necessary for performing its obligations in relation to the issue of the Debentures; (g) <i>Pay stamp duty</i> Company shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the applicable state laws and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Debenture Trustee on demand; (h) <i>Furnish information to trustee</i> Company shall give to the Debenture Trustee or its nominee(s)/ agent(s) such information/copies of relevant extracts as they shall require as to all matters relating to the business of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow the Debenture Trustee to make such examination and investigation as and when felt necessary and shall furnish him with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation; (i) <i>Grievance</i> Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance; (j) <i>Specific Information to be provided to the Debenture Trustee</i> Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following: (i) notice of any Event of Default or potential Event of Default, each as listed in Schedule XII (Events of Default) of the Debenture Trust Deed; (ii) periodic review of the ratings obtained by the Company by the credit rating agencies and any revision in the rating as per the listing agreement entered into with the stock exchange (if the Debentures are listed); (iii) details of any material litigation, arbitration or administrative proceedings, etc. including those that are required to be disclosed to the stock exchange under the listing agreement entered into with the stock (if the Debentures are listed);
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	(iv) any and all information required to be provided to the Debenture Holders under the listing agreement that may be entered into between the Company and the BSE; and (v) the declaration or distribution of dividend; (k) Comply with Investor Education and Protection Fund requirements Company shall comply with the provisions of the Act relating to transfer of unclaimed/unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it; (l) Further assurances Company shall (i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by Law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee; (ii) furnish to the Debenture Trustee details of all grievances received from the Debenture Holders and the steps taken by the Company to redress the same. At the request of any Debenture Holder, the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and the Company shall comply with the instructions of the Debenture Trustee issued in this regard; (iii) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it to lawfully enter into and perform its obligations under this Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Deed; (iv) comply with: 1. all Laws, rules, regulations and guidelines (including but not limited to environmental, social and taxation related Laws), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following provisions of the Issue and Listing of Structured Debt Securities Market Linked Debt Securities under Operational Circular, , Guidelines for Issue and Listing of Structured Products/ Market Linked Debentures issued on September 29, 2011 or any amendments thereto, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, NCS Listing Regulation and (iv) the provisions of the listing agreement to be entered into by the Company with the BSE in relation to the Debentures;
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	2. the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures; 3. the provisions of the Act in relation to the issue of the Debentures; 4. procure that the Debentures are rated and continued to be rated until the redemption of the Debentures; and 5. The Company shall ensure that, at time of making any payment of interest or repayment of the principal amount of the Debentures in full or in part, the Company shall do so in the manner that is most tax efficient for the Debenture Holders (including withholding tax benefit) but without, in any way, requiring the Company to incur any additional costs, expenses or taxes and the Company shall avail of all the benefits available under any treaty applicable to the Company and/or the Debenture Holders. 6. On the Deemed Date of Allotment, the Company shall deliver to the Debenture Trustee duly filled post-dated cheques or undated cheques in favour of the Debenture Trustee for all instalments of principal and Interest payable in terms of the Redemption Schedule. 7. Company shall ensure that Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan shall furnish an undertaking to confirm that: without prior written consent of the Debenture Trustee, their aggregate shareholding shall not fall below 12% in Finnov Private Limited. 8. The Issuer hereby undertakes that the Hypothecated Assets are free from all encumbrances and are not subject to any lien or charge. 9. Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them . 10. Comply with any monitoring and/or servicing requests from Debenture Trustee; 11. The Issuer shall ensure compliance with RBI digital lending guidelines (as applicable from time to time) on a continuing basis till the Debentures maturity (m) Security
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	The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows: (i) the Debentures shall be secured with first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders; (ii) that all the Assets that shall be charged to the Debenture Trustee under the Hypothecation Agreement shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the same or any part thereof except in favour of the Debenture Trustee nor suffer any such charge, lien or other encumbrance or any part thereof nor do or allow anything that may prejudice this security and the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof; (iii) shall, on the First Security Cover Determination Date and at all times thereafter, ensure that the Security Cover Ratio is maintained and towards this end, it shall on or before each Monthly Security Cover Determination Date, Top-up the Hypothecated Assets with additional Receivables and/or Replace any Receivables constituting the Hypothecated Assets in accordance with the Hypothecation Agreement so as to ensure that Security Cover Ratio is maintained at all times from the First Security Cover Determination Date until the redemption of the Debentures in full and perfect the first ranking and exclusive charge of the Debenture Trustee over such modified Hypothecated Assets by filing Form CHG-9 with the concerned ROC and the required filing with the Central Registry in relation thereto as soon as practicable and no later than 30 (thirty) days therefrom; (iv) shall, on the First Security Cover Determination Date and every Reporting Date, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets from time to time and shall furnish and verify all statements, reports (including Monitoring Reports as prescribed in the Hypothecation Agreement), returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Assets; (v) the security interest created on the Hypothecated Assets shall be a continuing security as described in the Hypothecation Agreement; (vi) the Hypothecated Assets shall satisfy the eligibility criteria set out in Schedule VIII (Eligibility Criteria) of the Debenture Trust Deed; (vii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any
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	present or future security, guarantee obligation or decree for any Financial Indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders; and (viii) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Principal Amounts of the Debentures under this Deed; (n) Filings If the Debentures are listed, the Company shall file with the BSE such information as required under Chapter V of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015. (o) Amounts to be reimbursed to the Debenture Trustee Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Hypothecated Assets and such amounts shall be deemed to be secured by the Hypothecated Assets; (p) Delay in Security Creation Company shall in the event of any delay in the creation of first ranking and exclusive charge over the Hypothecated Assets within the timelines stipulated in the Hypothecation Agreement or in the event the Security Cover Ratio is not met on or prior to the First Security Cover Determination Date, the Company will, at the option of the Debenture Holders, either: (i) refund the Application Money as set out in Clause 2.5 of this Deed, to the Debenture Holders; or (ii) pay to the Debenture Holders additional interest at Default Interest Rate on the Outstanding Principal Amounts from the Deemed Date of Allotment till the creation of first ranking and exclusive charge over the Hypothecated Assets pursuant to the terms of the Hypothecation Agreement such that the Security Cover Ratio is met. (q) Books of Account Company shall maintain proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the Hypothecated Assets and the business of the Company and keep such books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company will ensure that all entries in the same relating to the Hypothecated Assets and the business of the Company shall at all reasonable times be open for inspection of the Debenture Trustee and such person or persons as the Debenture Trustee shall, from time to time, in writing for the purpose, appoint.
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	(r) Material Adverse Effect Company shall promptly inform the Debenture Trustee in writing of the occurrence of any, or the occurrence of any event that is likely to have a, Material Adverse Effect, together with explanation of the reasons thereof; (s) Insurance Company shall maintain insurances on and in relation to its business and assets with insurance companies against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and any other insurances as may be required by Law and ensure that all premiums are paid on time and other obligations of the Company under the insurance policies are duly complied with; (t) Corporate Governance (i) the Company shall maintain the highest standards of corporate governance in accordance with the NBFC Master Directions ; (ii) shall at all times until the redemption of all outstanding Debentures, ensure that there is at least 1 (one) independent director; and (iii) the Company shall at all times comply with the NBFC Master Directions and Digital Lending Guidelines issued by Reserve Bank of India dated September 02, 2022. . (u) General (i) the Company shall perform all of its obligations under the terms of the Transactions Documents and maintain in full force and effect each of the Transaction Documents; (ii) the Company shall promptly pay and discharge all its financial obligations and regularly make all payments due and payable by the Company, including but not limited to taxes and also such payment due and payable under or in respect of the Issue or any documents executed in connection there with; (iii) the Company shall give the Debenture Trustee any information, relating to the business, property, affairs of the Company, that materially impacts the interests of the Debenture Holders; (iv) the Company shall comply with the 'Guidelines on Fair Practices Code for Non-Banking Financial Companies' as prescribed by the RBI from time to time; and
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	(iii) the Company shall at all times act and proceed in relation to its affairs and business in compliance with applicable Law.
	(v) Access Company shall permit the Debenture Trustee (and the Debenture holders) and/or accountants or other professional advisers and contractors appointed by the Debenture Trustee access at all reasonable times and on reasonable notice of the Company to: (iii) check the management of the funds made available through subscription to the Debentures; (ii) inspect and take copies and extracts from the books, accounts and records of the Company; (iii) visit and inspect the premises of the Company; and (iii) meet and discuss matters with senior management employees of the Company.
	(w) Conditions Subsequent Company shall comply with the conditions stipulated in Schedule XIII (<i>Conditions Subsequent</i>).
	(x) Financial Covenants Company shall comply with the financial covenants stipulated in Schedule IX (<i>Financials Covenants</i>).
	(y) Issue Terms and Conditions At all times during the term of these presents comply with each of the Issue Terms and Conditions.
	(z) Internal Controls Company shall maintain appropriate internal controls for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes. (iii) Information to Debenture Trustee The Company shall promptly provide all assistance, documents and information to the Debenture Trustee as may be required by it to enable the Debenture Trustee to fulfill its obligations as may be required by SEBI from time to time.
	Negative Covenants

	The Company shall take the prior written permission from the Debenture Trustee/ Debenture Holders for the following (a) Change of business Change the general nature of its business from that which is permitted by the RBI. (b) Change in Constitutional Documents Change or make any alteration to its Constitutional Documents, where such amendment would have a Material Adverse Effect, without prior consent of the Debenture Trustee. (c) Change in Promoter/change in shareholding of key shareholder of the Promoters (i) The Company will ensure that prior to the Final Redemption Date, there will be no sale, disposal or transfer in any matter whatsoever or dilution of the equity shares held by the Promoter in the Company whereby the equity stake of the Promoter in the share capital of the Company during the tenure of the Debentures nor will the Promoter encumber (in any manner whatsoever except as stated herein) the equity shares held by the Promoter in the Company. Any change in the stake of the Promoter in the Issuer below the existing level set out in the following table shall require prior written consent of the Debenture Trustee. <table><tr><th>Name</th><th>Investment type</th><th>Existing stake</th><th>%age</th></tr><tr><td>Finnov Private Limited</td><td>Ordinary Equity</td><td>99.48</td><td></td></tr></table> (ii) Until the Final Redemption Date, the Company will procure and ensure that the Promoter will not exit from or reduce its involvement from the management activities of the Company as is subsisting on the date of execution of this Deed. (iii) There shall be no change in control (excluding Employee Stock Option) in issuer due to new equity raise. Any other changes in control not due to new equity raise will also have to be formally approved by Debenture Trustee and deemed consent window is not applicable. Each of the persons mentioned below (collectively “Key Shareholders of Promoter “) shall not transfer or encumber the shares of the Issuer held by them respectively without the prior written consent of the Debenture Trustee. Mr. Madhusudan Ekambaram and Mr. Krishnaswamy Karthikeyan shall furnish an undertaking to confirm that: without prior written consent of the Debenture Trustee, their aggregate shareholding shall not fall below 12% in Promoter. Without prior written consent of the Debenture Trustee, they will not sell, transfer or encumber their stake in the Promoter. As Key Management Personnel of Promoter and on behalf of the Promoter, they will provide 7 days prior written intimation to the Debenture Trustee regarding any change in	Name	Investment type	Existing stake	%age	Finnov Private Limited	Ordinary Equity	99.48	
Name	Investment type	Existing stake	%age						
Finnov Private Limited	Ordinary Equity	99.48							

	shareholding that is > 3% and < 12% of Promoter. Any change in shareholding of Promoter that is > 12% shall require prior written consent of the Debenture Trustee. Any change in Board of Directors of Promoter and any change in the stake of the Promoter in the Issuer below the existing level set out in the following table shall require prior written consent of the Debenture Trustee.
	(d) Dividend Declare or pay any dividend or make any distributions on its share capital (other than dividends or distributions payable on shares of the Company), unless: (i) the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets); (ii) no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action; (iii) the Company is in compliance with the financial covenants set forth in Schedule IX (Financial Covenants) of the Debenture Trust Deed; and (iv) the company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures.
	(e) Arrangement/ consolidation, etc. Undertake or permit any demerger, consolidation, restructuring, re-organisation, scheme of arrangement or compromise or effect any scheme of amalgamation or reconstruction with its creditors or shareholders provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Company defaulting in relation to any of its payment obligations in relation to the Debentures.
	(f) Associates, Subsidiaries, and Joint Ventures Dispose of, acquire or incorporate any associates (as defined in the Act), subsidiary (as defined in the Act) or joint ventures.
	(g) Merger/ Acquisition Undertake any merger, acquisition, without the prior written consent of the Majority Debenture Holders, any company, business or undertaking if the amount of the acquisition cost, whether paid by cash or otherwise, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by it during that financial year which exceeds 10% of the net worth of the Company in a financial year.
	(h) Joint Venture

	Without the prior written consent of the Majority Debenture Holders: (i) acquire (or agree to acquire) any shares, stocks, securities or other interest in any joint venture; or (ii) transfer any assets or lend to or guarantee or indemnify or give security for the obligations of a joint venture (or agree to transfer, lend, guarantee, indemnify or give security for the obligations of a joint venture). (i) Loans and Guarantees The Company shall not: (i) extend a loan to any single individual or entity amounting to greater than 10% (Ten percent) of its Net Worth; or (ii) undertake to guarantee the liabilities of any individual or entity (unless the entity is a wholly owned subsidiary of the Company). (j) Arm's length basis; No profit-sharing arrangements The Company shall not, without the prior written consent of the Majority Debenture Holders: (i) enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arm's length basis; (ii) enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person; or (iii) enter into any management contract or similar arrangement whereby its business or operations are managed by any other person. (k) Immunity Claim any immunity or limitation of liability against any payment obligations arising towards the Debenture Holders. (l) Auditor Change its auditor, except in the case of appointment of KPMG, PWC, Deloitte, Grant Thornton, or E&Y, without the prior written consent of the Majority Debenture Holders. The Company shall authorize its auditors to communicate directly with the Debenture Trustee and the Debenture Holders. (m) Liabilities
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	Incur, create, assume, or allow any Financial Indebtedness that ranks prior to the Debentures or subordinates the Debentures.
(n)	<i>Change of control</i> Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in dilution of shareholding of the Promoter or key shareholders or change in Control of the Company/ Any dilution of control over the Board composition, other than appointment of independent directors. The Company will not purchase or redeem any of its issued shares or reduce its share capital without the Debenture Trustees' prior written consent;
(o)	<i>Disposal of Assets</i> Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company, sell any business/division that has the effect of exiting the business or re-structuring of the existing business, to be with the prior consent of the Debenture Trustee, other than any securitization/portfolio sale of assets undertaken by the Company in its ordinary course of business.\ The Issuer shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without approval of the Debenture Trustee
(p)	<i>Management Control</i> Any change in Management Control of the Company. Any new equity raising which results in change in the existing shareholding pattern and related change in board composition would be communicated to Debenture Holders and consent would be sought. If there is no response within 7 calendar days, it will be deemed as consent given by Debenture Holders;
(q)	<i>Material compromise or Settlement</i> Enter into material compromise or arrangement or settlement with any of its creditors (secured and unsecured) that would prejudicially affect the interest of the Debenture Holders.
(r)	<i>Anti-money laundering</i> Permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.
(s)	<i>Related Party Transactions</i> Without prior written intimation to the Debenture Trustee, the Issuer shall not enter into or perform any transaction(s) with a related party provided that related party transactions with Finnovation Technologies Pvt Ltd in the ordinary course of business and subscription to non-convertible debentures of the

	Issuer subscribed by the promoter group can be intimated to the debenture trustee on a quarterly basis. Without prejudice to the foregoing, the Issuer shall not without the prior written consent of the Debenture Trustee (i) enter into any transaction(s) whereby the overall outstanding amount owed to the Issuer under all such transactions exceeds 10.00% (Ten Point Zero Zero percent) of its net worth, (ii) whereby the overall expense incurred through such transactions during any financial year exceeds 10.00% (Ten Point Zero Zero percent) of its net profit, or (iii) provide any guarantee for any indebtedness of a related party. The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder). (t) Financial Year Company shall not change its financial year-end from 31st March (or such other date as may be approved by Majority Debenture Holders) without the prior written consent of the Debenture Trustee. (u) Others Without prejudice to Clause (a) (<i>Change of business; Role of Promoter</i>) of this Schedule XI (Negative Covenants), permit sale/ transfer/ disposal of (i) equity shares of the Company, or (ii) instruments that are compulsorily and mandatorily convertible into equity shares of the Company, by the Promoter(s) and/ or (iii) permit the Promoter(s) to exit from management activities in relation to the Company, and/or (iv) any further issuance of equity shares or convertible instruments.
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/hypothecation/mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the trust deed and disclosed in the placement memorandum	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("Hypothecated Receivables" / "Hypothecated Property") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The issuer undertakes: • The total charge over the Hypothecated Assets shall constitute 1.1 times or 110% of the aggregate amount of principal/interest/dues outstanding and payable to the Debenture Holders, to be created as per terms of the Debenture Trust Deed/ Deed of Hypothecation and other transaction documents. The above mentioned Security Cover shall be maintained at all times during the tenure of the Debentures and until all such dues/claims/outstanding is paid to the Debenture Holders to the satisfaction of the Debenture Trustee • to create, register and perfect the security over the Hypothecated Receivables as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("Deed of Hypothecation") and filing CHG-9 within the time period applicable; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Receivables. • to pay a penal interest of 2.0% (Two Percent) p.a. over the coupon rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Receivables; • to provide a list on a quarterly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and

	subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Quarterly Hypothecated Asset Report") - to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Receivables is equal to 1.1x (One decimal one) times or 110% (One hundred and ten percent) the aggregate amount of principal/interest/dues outstanding and payable to the Debenture Holders where at least 1.1x (One decimal one) time or 110% (One hundred and ten percent) of the security cover is from principal receivables. - to replace Hypothecated Receivables that have been overdue for more than 90 days with standard receivables. Such replacement shall be effected within 15 (Fifteen) Business Days of the Hypothecated Receivables becoming overdue (by more than 90 days). - to limit overdue loans to 20% (twenty percent) of the hypothecated book, else to be reduced to constitute 20% (Twenty percent) or less, tested on a monthly basis. <u>Eligibility Criteria for the Hypothecated Receivables:</u> - the receivables are current/existing at the time of selection and have not been terminated or pre-paid. - the receivables have not been restructured or rescheduled. - all "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India. - Every loan originated from the issue proceeds should be originated by the Issuer and not loans purchased from a third party. - Loans constituting the Portfolio must be loans directly originated by the Company and not loans purchased from a third party. Receivables from related party should not be included.
Transaction Documents	(i) This Deed, (ii) the Disclosure Document(s), (iii) the Hypothecation Agreement, (iv) the Hypothecation Confirmation Letter, (v) Special Power of Attorney; and all other documents in relation to the issuance of the Debentures.
Conditions Precedent to Pay-In	The Company will fulfil the following conditions precedent to the satisfaction of the Debenture Trustee, prior to the Deemed Date of Allotment: - A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee. - All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed. - Execution of Transaction Documents shall have taken place; - Rating of the Debentures being completed and the rating agency having provided a minimum rating of 'CRISIL PP MLD-BBB+' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee; - The Company shall have provided to the Debenture Trustee a certificate from a director/company secretary of the Company certifying that:-

	a. the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; b. the borrowing of moneys pursuant to the issuance of the Debentures will not cause any limit binding on the Company to be exceeded; c. no Material Adverse Effect has occurred in the Company, and/or the business of the Company; 6. The delivery by the Company to the Debenture Trustee, of certificates signed by authorized signatories of the Company, in a form and substance satisfactory to the Debenture Trustee, with respect to: a. incumbency and signatures; b. absence of any Event of Default, any potential Event of Default, any force majeure event and any Material Adverse Effect; c. all representations and warranties contained in this Deed are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and d. the Debenture Trustee shall have received from the Company its audited account statements for the Previous Year. 7. Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; 8. Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; 9. The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; Submit to the Debenture Trustee, the audited financial statements along with independent auditor's report of the Company for the Financial Year ended March 31, 2022.
Conditions Subsequent to the Deemed Date of Allotment	Company shall fulfil each of the following conditions within the stipulated timelines: i. the record of private placement offers maintained by the Company, including the offer of the Debentures, in Form PAS – 5, on the Deemed Date of Allotment; ii. the details of the depository accounts of the Debenture Holders with the Depositories confirming that such account has been credited with the relevant Debentures as soon as possible but in event within 2 (two) Business Days from the closure of the Issue; iii. the return of allotment in Form PAS – 3, along with a complete list of allottees and containing the prescribed particulars, filed with the relevant Registrar of Companies within 15 (fifteen) days of the Deemed Date of Allotment of the Debentures; iv. evidence that the Security shall have been perfected in a form and manner acceptable to the Debenture Trustee and that the Form CHG-9 in respect of creation of hypothecation over the Hypothecated Assets has been filed with the relevant Registrar of Companies within 30 (thirty) days of the Deemed Date of Allotment of the Debentures. v. Ensure that Debenture Trustee files Form I with CERSAI in respect thereof within 30 (thirty) calendar days from date of execution of the Deed of Hypothecation or within such other extended time as permissible under the applicable law

Financial / Other Covenants	Financial Covenants i. Minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items shall not be less than 20.00% (Twenty Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Master Directions, whichever is higher. For the purpose of calculation of minimum capital ratio: (i) first loss credit enhancements provided by the Issuer on securitization shall be reduced from Tier I Capital and Tier II Capital without any ceiling. (ii) credit enhancements provided by the Issuer on loans originated on behalf of other institutions shall be reduced from Tier I Capital and Tier II Capital without any ceiling. The deduction shall be made at 50 per cent from Tier I Capital and 50 per cent from Tier II Capital. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier II Capital, the aforementioned subordinated debt shall be subject to discounting as prescribed by RBI. ii. Cumulative Asset Liability mismatch should always be positive in all the buckets upto 1 year to the extent of 10% of Total Outflows. iii. Maximum permissible ratio of sum of the Par > 90 and write-offs (on the Issuer's entire portfolio including receivables sold or discounted on a non-recourse basis) to Trailing Twelve Months Disbursements shall be 6.00% (Six Point Zero Zero percent), write-offs would be calculated for trailing twelve months. iv. Maximum permissible ratio of Par > 90 net off Loan Loss Provisions (on the Issuer's entire portfolio including receivables sold or discounted on a non-recourse basis) to Asset Under Management (AUM) shall be 4.00% (Four Point Zero Zero percent). v. Maximum permissible ratio of Consolidated Financial Indebtedness to Consolidated Tangible Network shall be 4.00x (Four Point Zero Zero times). ** - Not more than 50% of the CC / OD / Working capital borrowings that are captured in the less than 1 year bucket will be assumed to be renewed for the purpose of this cumulative ALM mismatch covenant. Portfolio at Risk greater than 90 days or "PAR- 90" Shall mean, in a district or a branch or on the Issuer's Gross Loan Portfolio at any point of time, as the case may be, the outstanding principal value of the relevant portfolio of the Issuer that has one or more instalment of principal, interest, penalty interest, fee or any other expected payments overdue for 90 days or more, includes restructured loans "Gross Loan Portfolio" shall mean and include the outstanding principal amount of the loans originated by the Issuer on its own books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book. "Write-off" shall mean bad debts removed from balance sheet and deemed as non-collectible. Tangible Network means, with respect to any person, the amount paid up on such person's issued equity share capital, compulsorily convertible instruments and any amount standing to the credit of its reserves, less equity or equity-like investments, goodwill, deferred tax assets and other intangible assets NBFC Master Directions means the master directions issued by the RBI on Non-Banking Financial Company - Systemically Important Non-Deposit taking
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	Company and Deposit taking Company (Reserve Bank) Directions, 2016 or Non-Banking Financial Company Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 as may be applicable for the Issuer (as amended or modified or restated from time to time). Tier I Capital shall have the meaning given to it in the NBFC Master Directions. Tier II Capital shall have the meaning given to it in the NBFC Master Directions. Loan Loss Provisions means the outstanding provision in the balance sheet of the Issuer pertaining to on book and securitised book assets to provide for potential losses. The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants. All covenants would be tested on quarterly basis i.e. as on 31st March, 30th June, 30th September, 31st December every year, starting from September 2022, on consolidated and standalone balance sheet till the redemption of the NCDs. Without prejudice to its other rights under the Transaction Documents, Debenture Trustee reserves the right to levy a penalty of a sum equivalent to 1% (One percent) of the amount outstanding under the Debentures on the Issuer in the event of breach of any of the Financial Covenants ("Penalty for Breach"). In such an event, the Issuer shall pay the Penalty for Breach to the Debenture Trustee within 30 calendar days from the date of such breach The covenants shall be certified by the Company within 60 (Sixty) calendar days from the end of each financial quarter. The Debenture Trustee and the Investors shall be granted access to any additional information that it deems necessary to monitor and evaluate compliance with the aforementioned Financial Covenants.
Events of Default (including manner of voting/conditions of joining inter creditor agreement)	(a) <i>Payment Defaults</i> The Company does not pay on the Due Date any amount payable pursuant to this Deed and the Debentures (including but not limited to penal interest, if any) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 3 (Three) calendar days of its Due Date. (b) <i>Insolvency / Inability to Pay Debts / Distress</i> (i) The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

	(ii) The Company is (or deemed by Law or a court to be) insolvent or bankrupt or unable to pay its debts or stops or suspends payments of all its debts, makes a general assignment or an arrangement or composition with or for benefit of the relevant creditors in respect of any such debts or a moratorium is agreed or declared in respect of or affecting all the debts of the Company. (iii) Any distress, attachment, execution or other legal process is levied, enforced or sued out on or against any material part of the property, assets, or revenues of the Company and is not discharged or quashed or stayed within 15 (fifteen) days. (c) Charge over Hypothecated Assets The Company creates or attempts to create any charge on the Hypothecated Assets or any part thereof, in addition to the charge created pursuant to the Hypothecation Agreement without the consent of the Special Majority Debenture Holders. (d) Business The Company without obtaining the prior consent of the Special Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so. (e) Security in Jeopardy (i) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy; (ii) If, the security provided pursuant to the Hypothecation Agreement depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction; (iii) If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or (iv) the value of the Hypothecated Assets is insufficient to maintain the Security Cover Ratio and Company fails to maintain the minimum-Security Cover Ratio specified in the Hypothecation Agreement within the stipulated timelines in the Hypothecation Agreement. (f) Misrepresentation Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Company shall
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	prove to have been incorrect, false or misleading in any material respect when made or deemed made.
	(g) Material Adverse Change There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect.
	(h) Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator (i) Any corporate action, legal proceedings or other procedure or step is taken in relation to: (A) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or its Affiliate; (B) a composition, compromise, assignment or arrangement with any creditor of the Company or its Affiliate; (C) the appointment of a liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Company or its Affiliate; or (D) the Company or its Affiliate, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets" (as amended or modified or restated from time to time)); (E) the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other applicable Law, in respect of the Company or its Affiliate; or (F) enforcement of any security over any Assets of the Company or its Affiliate. Any other event occurs or proceeding instituted under any applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (F) above. (ii) An order is made or an effective resolution passed for the winding up or dissolution, judicial management or administration of the Company, or the Company ceases to carry on all of its business or

	operations, except for the purpose of and followed by a reconstruction, amalgamation, re-organization, merger or consolidation on terms approved by Special Resolution of Debenture Holders.
	(i) Cross Default The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
	(j) Creditors' Process (i) All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority. (ii) The Company does not inform the Debenture Trustee of one or more of the other creditors of the Company accelerating the payment obligations on the grounds of a material adverse change (howsoever described) or a material adverse effect (howsoever described) in the financial, operational or regulatory conditions governing the Company. (iii) The Company has voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency laws and such proceedings have been admitted by a competent court or the Company is voluntarily or involuntarily dissolved. (iv) The Company is adjudged insolvent or takes advantage of any law for the relief of insolvent debtors. (v) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Receivables constituting Hypothecated Assets or part thereof.

	(k) Judgments Defaults One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (five percent) of the Total Assets of the Company PROVIDED THAT such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) consecutive calendar days. (l) Transaction Documents (i) This Deed or any other Transaction Document in whole or in part, are terminated or cease to be effective or cease to be a legally valid, binding and enforceable obligation of the Company. (ii) In the opinion of the Debenture Trustee, any of the Transaction Documents fails to provide the security interest, rights, title, remedies, power or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests do not have the priority contemplated under the Transaction Documents, or the security interest created thereunder become unlawful, invalid, or unenforceable. (m) Unlawfulness It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable. (n) Repudiation The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents. (o) Information Covenants The failure to comply with any reasonably monitoring and/or servicing requests from Debenture Holders, including its monthly, quarterly, annual and event-based reporting requirements as required under the reporting covenants prescribed in Schedule XI (Reporting Covenants). (p) Government Intervention (i) Any step is taken by Governmental Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Company which is material to the Company; (ii) Any Governmental Authority having assumed custody or control of the business or operations of the Company or having taken any
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	action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations thereof; or (iii) The Company's organizational or legal status, or any license or franchise is revoked or suspended by any Governmental Authority or authority after the Company has exhausted all remedies and appeals relating thereto.
(q)	<i>Delisting</i> If the Debentures are listed and any Debenture is subsequently delisted from any exchange on which it is listed without the prior written consent of the Debenture Trustee.
(r)	<i>Cessation</i> The Company ceases or threatens to cease to carry on the main business it is currently engaged in.
(s)	<i>Alteration in Constitutional Documents</i> The Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Constitutional Documents where (i) such change might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holder(s) and (ii) the Company refuses or neglects to or is unable to rescind such alteration.
(t)	<i>Non-compliance with judicial order</i> The Company fails to comply with or fulfil any judicial order passed against it provided however that such order shall not include any order against which appeal is available or for which an appeal is pending.
(u)	<i>Erosion of Net Worth</i> The Debenture Holders' assessment from quarterly or annual financial reporting from the company, or at any time certified by an accountant of a firm or chartered accountant appointed by the Debenture Trustee (which the Debenture Trustee is entitled and hereby authorized to do so at any time), that the net worth (as defined in the Act) of the Company has eroded by 50% or more from December 31, 2022.
(v)	<i>Merger</i> The rearrangement or consolidation or amalgamation with or merger with or into, or receiving of all or substantially all the assets or obligations of, another entity, or any action for reorganisation of capital without the prior written consent of the Debenture Trustee.
(w)	<i>Sale, disposal</i>

	Sale, transfer, or other disposition of all or substantially all of the Company's Assets other than in the normal course of business of the Company. (x) Third party A default or Event of Default occurs on account of a breach of representation or breach of an information covenant under the terms of any other agreement involving borrowed money or the extension of credit or any other Financial Indebtedness under which the Company may be obligated as a borrower or guarantor and pursuant to which the Company is called upon to and makes a prepayment to a 3rd party without the prior written consent of the Debenture Holder. Such consent shall not be unreasonably delayed or withheld by the Debenture Holders. (y) Wilful default Any Promoters or directors or key management personnel of the Company is/are declared as wilful defaulter by any competent authority or accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery. (z) Breach of Financial Covenants Any breach of financial covenants stipulated in Schedule IX (Financial Covenants) and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for breach of Financial Covenants from the date of such breach. (aa) Rating downgrade If any rating of the Company from any rating agency and for any instrument gets downgraded to below BBB- or below. (bb) Breach of Negative Covenants and Affirmative Covenants Any breach of negative covenants mentioned in Schedule XI (Negative Covenants) Schedule VII (Affirmative Covenants). (cc) Breach of other terms of this Deed A breach by the Company of any of its obligations and covenants provided in terms of this Deed or other Transaction Documents (other than (a) to (aa) above) and such breach is not remedied (if capable of remedy) within the expiry of Cure Period for breach of Other Covenants from the date of such breach.
Conditions for breach of covenant (as specified in debenture trust deed)	a. In an Event of Default or breach of the covenants by the Company or any such acts/omissions which may have Material Adverse Effect on the Debentures shall the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company and upon request in writing of 75% of the Debenture Holders or by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in Clause 6 (Provisions for the meetings of the Debenture Holders) the Debenture Trustee shall take all such steps

	required as stated in this Clause or elsewhere in the Deed or as per applicable laws to enforce security and protect the rights of the Debentures Holders including entering into inter-creditor agreement (ICA) to protect the interest of the Debenture Holders.
Provisions related to Cross Default Clause	Cross Default The Company (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
Risk Factors	Refer Section 4 (<i>Risk Factors</i>)
Role and Responsibilities of Debenture Trustee	Terms and conditions of Debenture trustee agreement including fees charged by Debenture Trustee The Company has executed the Debenture Trustee Appointment Agreement (DTAA) and the Debenture Trustee Deed (DTD) before issue opening date. Service charges of Debenture Trustee As mentioned in their consent letter bearing reference no. CL/MUM/22-23/DEB/918 dated October 21, 2022. In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in this Deed or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows: (a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise; (b) the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee; (c) the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Special Resolution;

	(d) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; (e) with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally; (f) the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures; (g) without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures; (h) the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder; (i) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall not be liable for anything whatsoever except any fraud,
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	gross negligence, willful misconduct or breach of trust by the Debenture Trustee; (j) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Special Majority Debenture Holder(s) or by a Special Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request; (k) notwithstanding any contained to the contrary in this Deed, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders; (l) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this Deed within 2 (two) Business Days of receiving the same from the Company; and (m) The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust. (n) The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of Issuer and any other related party with respect to issue etc. PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or
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	breach of trust which they may be guilty of in relation to their duties hereunder.
Due Diligence	Due diligence certificate as per the format specified in Schedule IV of the SEBI (Issue and Listing of Non Convertible Securities) Regulations, 2021 and Annexure A of the SEBI Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 03, 2020 has been appended to the PM and will be submitted to BSE Limited along with the draft PM Process of Due Diligence carried out by the Debenture Trustee Due Diligence (DD) will be carried out as per DT regulations and circulars issued by SEBI from time to time, which broadly includes following: • Practicing Chartered Accountant (CA) / firm of CA appointed by DT will undertake independent DD at the Debenture Trustee's behest as per scope provided, regarding Security given for the issue by the Company. • CA will verify and ensure that the asset provided by the issuer for creation of security are free from any encumbrances or necessary permission or consent has been obtained from existing charge holders. CA will be doing independent DD as per information provided by the Issuer company. • Periodical DD will be carried out as per SEBI circulars from time to time as per nature of security provided. • Necessary DD certificate will be issued and will be available on Stock Exchanges from time to time for information of Debenture Holders.
Governing Law and Jurisdiction	Subject to the terms of the Debenture Documents, the Debentures will be governed by and construed in accordance with the laws of India and the courts in Delhi and Chennai shall have non-exclusive jurisdiction to determine any dispute arising in relation to the Debentures.
Valuation Agency Fees	Fees paid to Valuation Agency(ies) by the Issuer shall not exceed 2 (Two) bps p.a. of the outstanding principal amount of the Debentures.

Schedule I:

Series 1 Debentures: Method of calculation of Effective Coupon Amount

Coupon Amount	$Face\ Value * [(1 + Annualized\ Coupon\ Rate)^{(Tenor\ in\ Days/365)} - 1]$							
Annualized Coupon Rate	Based on 'Reference Index Performance', corresponding 'Annualized Coupon Rate' function' will be applicable <table><tr><th>Reference Index Performance</th><th>'Annualized Coupon Rate' function</th></tr><tr><td><= -75%</td><td>0%</td></tr><tr><td>> -75%</td><td>12.15% XIRR</td></tr></table>		Reference Index Performance	'Annualized Coupon Rate' function	<= -75%	0%	> -75%	12.15% XIRR
Reference Index Performance	'Annualized Coupon Rate' function							
<= -75%	0%							
> -75%	12.15% XIRR							
Face Value	INR 10,00,000 (Rupees Ten Lakh only) per Debenture							
Tenor In Days	548 Days from Deemed Date of Allotment for Series 1** **In the case of an Early Redemption, Tenor in Days will be number of days between the Deemed Date of Allotment and Early Redemption Date							
Reference Index	7.26% GS 2032 (ISIN IN0020220060) as published by FBIL on www.fbil.org.in							

Reference Index Performance	$\left(\frac{\text{Final Fixing Level}}{\text{Initial Fixing Level}} \right) - 1$
Initial Fixing Level	Official closing level of the Reference Index as on Initial Fixing Date
Initial Fixing Date	2 business days prior to the Deemed Date of Allotment
Final Fixing Level	The official closing level of the Reference Index on the Final Fixing Date
Final Fixing Date	April 28, 2024 or Early Redemption date, as applicable

Series 2 Debentures: Method of calculation of Effective Coupon Amount

Coupon Amount	$\text{Face Value} * [(1 + \text{Annualized Coupon Rate})^{(\text{Tenor in Days}/365)} - 1]$						
Annualized Coupon Rate	Based on 'Reference Index Performance', corresponding 'Annualized Coupon Rate' function' will be applicable <table border="1"> <thead> <tr> <th>Reference Index Performance</th><th>'Annualized Coupon Rate' function</th></tr> </thead> <tbody> <tr> <td><= -75%</td><td>0%</td></tr> <tr> <td>> -75%</td><td>12% XIRR</td></tr> </tbody> </table>	Reference Index Performance	'Annualized Coupon Rate' function	<= -75%	0%	> -75%	12% XIRR
Reference Index Performance	'Annualized Coupon Rate' function						
<= -75%	0%						
> -75%	12% XIRR						
Face Value	INR 10,00,000 (Rupees Ten Lakh only) per Debenture						
Tenor In Days	457 Days from Deemed Date of Allotment** **In the case of an Early Redemption, Tenor in Days will be number of days between the Deemed Date of Allotment and Early Redemption Date						
Reference Index	7.26% GS 2032 (ISIN IN0020220060) as published by FBIL on www.fbil.org.in						
Reference Index Performance	$\left(\frac{\text{Final Fixing Level}}{\text{Initial Fixing Level}} \right) - 1$						
Initial Fixing Level	Official closing level of the Reference Index as on Initial Fixing Date						
Initial Fixing Date	2 business days prior to the Deemed Date of Allotment						
Final Fixing Level	The official closing level of the Reference Index on the Final Fixing Date						
Final Fixing Date	January 28, 2024 or Early Redemption date, as applicable						

Note:

1. If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.
2. The list of documents which has been executed in connection with the issue and subscription of debt securities shall be annexed.
3. The penal interest rates mentioned above as payable by the Issuer are independent of each other.
4. The Issuer shall provide granular disclosures in this Placement Memorandum, with regards to the "Object of the Issue" including the percentage of the issue proceeds earmarked for each of the "object of the issue".

The Company shall not use the proceeds of the Issue towards:

- (i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities
 - (ii) any real estate activity;
 - (iii) any speculative purposes; or
 - (iv) in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies. The issuer shall ensure that the secured debt securities are secured by hundred percent security cover or higher security cover as per the terms of the offer document and/or Debenture Trust Deed, sufficient to discharge the principal amount and the interest thereon at all times for the issued debt securities
5. While the Debentures are secured to the tune of 100% (One Hundred Percent) of the principal amount and interest amount or as per the terms of offer document/ Placement Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.

UNDERTAKING ON SECURITY

Creation of Security: The Issuer shall give an undertaking in the Placement Memorandum that the assets on which charge is created are free from any encumbrances and in cases where the assets are already charged to secure a debt, the permission or consent to create a second or pari-passu charge on the assets of the issuer has been obtained from the earlier creditor.

The Issuer hereby undertakes that the assets on which the first ranking exclusive and continuing charge is created by the Issuer in favour of the Debenture Trustee to secure the obligations of the Issuer in relation to the Debentures under the terms of the Deed of Hypothecation, being the Hypothecated Assets, are free from any encumbrances. The permissions or consent to create first ranking charge on the assets (if required) has been obtained from the relevant persons.

SECTION 9 DISCLOSURE PERTAINING TO WILFUL DEFAULT

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

- I. Name of the bank declaring the entity as a willful defaulter:
Not Applicable
- II. The year in which the entity is declared as a willful defaulter:
Not Applicable
- III. Outstanding amount when the entity is declared as a willful defaulter:
Not Applicable
- IV. Name of the entity declared as a willful defaulter:
Not Applicable
- V. Steps taken, if any, for the removal from the list of willful defaulters:
Not Applicable
- VI. Other disclosures, as deemed fit by the issuer to enable Investors to take informed decisions:
Not Applicable
- b) Any other disclosure as specified by the Board:
Not Applicable

SECTION 10 DECLARATION

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

The Issuer accepts no responsibility for the statement made otherwise than in the Disclosure Document or in any other material issued by or at the instance of the issuer and that any one placing reliance on any other source of information would be doing so at his own risk.

Without prejudice to the above, the Company and each of the directors of the Company, confirm that:

- I. The Issuer undertake that this Disclosure Document contain full disclosures in accordance with SEBI NCS Regulations, as amended, and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015, as amended and Companies (Prospectus and Allotment of Securities) Rules, 2014, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992.
- II. the compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;
- III. the monies received under the offer shall be used only for the purposes and objects indicated in the Offer document;
- IV. 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.

I, Vivek Veda, is authorized by the Board Committee (Borrowings) of the Company vide Resolution No. 06 dated October 21, 2022 to sign this Information Memorandum and declare that all the requirements of the Companies Act, 2013 and the rules made there under in respect of the subject matter of this Information Memorandum and matters incidental thereto have been complied with. Whatever is stated in this Information Memorandum and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Disclosure Document has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and Articles of Association.

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

For Krazybee Services Private Limited

**VIVEK
VEDA** Digitally signed
by VIVEK VEDA
Date: 2022.10.28
11:58:30 +05'30'

Vivek Veda
Director
DIN: 07560229

Date: October 28, 2022

Place: Bangalore

ANNEXURE I: LAST AUDITED FINANCIAL STATEMENTS
(Financial Statement along with Auditors Report attached seperately)

ANNEXURE II: LASTEST ASSET LIABILITY MANAGEMENT STATEMENT

Table 2: Statement of Structural Liquidity												
Particulars		0 day to 7 days	8 days to 14 days	15 days to 30/31 days (One month)	Over one month and upto 2 months	Over two months and upto 3 months	Over 3 months and upto 6 months	Over 6 months and upto 1 year	Over 1 year and upto 3 years	Over 3 years and upto 5 years	Over 5 years	Total
		X010	X020	X030	X040	X050	X060	X070	X080	X090	X100	X110
A. OUTFLOWS												
1.Capital (i+ii+iii+iv)	Y010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.39	112.39
(i) Equity Capital	Y020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.39	112.39
(ii) Perpetual / Non Redeemable Preference Shares	Y030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Non-Perpetual / Redeemable Preference Shares	Y040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Others	Y050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.Reserves & Surplus (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii)	Y060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,305.50	62,305.50
(i) Share Premium Account	Y070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,364.66	50,364.66
(ii) General Reserves	Y080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	713.14	713.14
(iii) Statutory/Special Reserve (Section 45-IC reserve to be shown separately below item no.(viii))	Y090											
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Reserves under Sec 45-IC of RBI Act 1934	Y100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,275.68	2,275.68
(v) Capital Redemption Reserve	Y110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Debenture Redemption Reserve	Y120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Other Capital Reserves	Y130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Other Revenue Reserves	Y140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ix) Investment Fluctuation Reserves/ Investment Reserves	Y150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(x) Revaluation Reserves (a+b)	Y160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Revl. Reserves - Property	Y170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Revl. Reserves - Financial Assets	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xi) Share Application Money Pending Allotment	Y190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xii) Others (Please mention)	Y200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(xiii) Balance of profit and loss account	Y210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,952.02	8,952.02
3.Gifts, Grants, Donations & Benefactions	Y220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.Bonds & Notes (i+ii+iii)	Y230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Plain Vanilla Bonds (As per residual maturity of the instruments)	Y240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

(ii) Bonds with embedded call / put options including zero coupon / deep discount bonds (As per residual period for the earliest exercise date for the embedded option)	Y250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Fixed Rate Notes	Y260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Deposits (i+ii)	Y270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Term Deposits from Public	Y280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Others	Y290	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Borrowings (i+ii+iii+iv+v+vi+vii+viii+ix+x+xi+xii+xiii+i+xiv)	Y300	4,168.31	3,968.93	23,416.76	22,176.99	7,984.81	18,797.75	38,210.60	17,886.02	0.00	0.00	1,36,610.17
(f) Bank Borrowings (a+b+c+d+e+f)	Y310	331.48	0.00	3,207.47	2,034.50	2,037.07	1,044.25	3,469.03	986.94	0.00	0.00	13,110.74
a) Bank Borrowings in the nature of Term Money Borrowings (As per residual maturity)	Y320	331.48	0.00	207.47	534.50	537.07	1,044.25	610.74	986.94	0.00	0.00	4,252.45
b) Bank Borrowings in the nature of WCDL	Y330	0.00	0.00	3,000.00	1,500.00	1,500.00	0.00	2,858.29	0.00	0.00	0.00	8,858.29
c) Bank Borrowings in the nature of Cash Credit (CC)	Y340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Bank Borrowings in the nature of Letter of Credit (LCs)	Y350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e) Bank Borrowings in the nature of ECBs	Y360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f) Other bank borrowings	Y370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Inter Corporate Deposits (Other than Related Parties) (These being institutional / wholesale deposits, shall be slotted as per their residual maturity)	Y380	0.00	0.00	82.91	83.62	84.69	259.46	88.52	0.00	0.00	0.00	599.20
(iii) Loans from Related Parties (including ICDs)	Y390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Corporate Debts	Y400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Borrowings from Central Government / State Government	Y410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Borrowings from RBI	Y420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Borrowings from Public Sector Undertakings (PSUs)	Y430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Borrowings from Others (Please specify)	Y440	3,489.38	468.93	3,755.90	16,203.25	3,773.09	13,858.80	18,057.00	1,625.83	0.00	0.00	61,232.18
(ix) Commercial Papers (CPs)	Y450	0.00	3,000.00	7,954.22	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	13,954.22

Of which; (a) To Mutual Funds	Y460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) To Banks	Y470	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) To NBFCs	Y480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) To Insurance Companies	Y490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) To Pension Funds	Y500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) To Others (Please specify)	Y510	0.00	3,000.00	7,954.22	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	13,954.22	
(x) Non - Convertible Debentures (NCDs) (A+B)	Y520	347.45	500.00	8,416.26	855.62	2,089.96	3,635.24	16,596.05	15,273.25	0.00	0.00	47,713.83	
A. Secured (a+b+c+d+e+f+g)	Y530	347.45	500.00	8,416.26	855.62	2,089.96	3,635.24	16,596.05	15,273.25	0.00	0.00	47,713.83	
Of which; (a) Subscribed by Retail Investors	Y540	0.00	0.00	6,836.90	0.00	22.91	22.87	2,937.12	4,810.37	0.00	0.00	14,630.17	
(b) Subscribed by Banks	Y550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(c) Subscribed by NBFCs	Y560	0.00	0.00	166.06	165.92	800.50	1,132.43	3,569.61	5,960.98	0.00	0.00	11,795.50	
(d) Subscribed by Mutual Funds	Y570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(e) Subscribed by Insurance Companies	Y580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(f) Subscribed by Pension Funds	Y590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(g) Others (Please specify)	Y600	347.45	500.00	1,413.30	689.70	1,266.55	2,479.94	10,089.32	4,501.90	0.00	0.00	21,288.16	
B. Un-Secured (a+b+c+d+e+f+g)	Y610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Of which; (a) Subscribed by Retail Investors	Y620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(b) Subscribed by Banks	Y630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(c) Subscribed by NBFCs	Y640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(d) Subscribed by Mutual Funds	Y650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(e) Subscribed by Insurance Companies	Y660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(f) Subscribed by Pension Funds	Y670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(g) Others (Please specify)	Y680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

[illegible]

d) Others (Please Specify)	Y920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.Current Liabilities & Provisions (a+b+c+d+e+f+g+h)	Y930	9,641.97	157.38	2,690.63	981.09	557.37	32.34	652.93	168.92	6,392.07	628.97	21,903.67
a) Sundry creditors	Y940	728.11	0.00	728.11	961.10	495.11	0.00	0.00	0.00	0.00	0.00	2,912.43
b) Expenses payable (Other than Interest)	Y950	12.84	3.83	1,776.08	10.36	10.48	32.34	70.31	160.51	0.00	0.00	2,076.75
(c) Advance income received from borrowers pending adjustment	Y960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	628.97	628.97
(d) Interest payable on deposits and borrowings	Y970	162.94	153.55	186.44	9.63	51.78	0.00	448.53	8.41	0.00	0.00	1,021.28
(e) Provisions for Standard Assets	Y980	8,738.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,738.08
(f) Provisions for Non Performing Assets (NPAs)	Y990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,392.07	0.00	6,392.07
(g) Provisions for Investment Portfolio (NPI)	Y1000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Provisions (Please Specify)	Y1010	0.00	0.00	0.00	0.00	0.00	0.00	134.09	0.00	0.00	0.00	134.09
8.Statutory Dues	Y1020	122.15	0.00	639.52	0.00	0.00	0.00	31.41	0.00	0.00	0.00	793.08
9.Unclaimed Deposits (i-iii)	Y1030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Pending for less than 7 years	Y1040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Pending for greater than 7 years	Y1050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.Any Other Unclaimed Amount	Y1060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.Debt Service Realisation Account	Y1070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.Other Outflows	Y1080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13.Outflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v+vi+vii)	Y1090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Loan commitments pending disbursal	Y1100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Lines of credit committed to other institution	Y1110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Total Letter of Credits	Y1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Total Guarantees	Y1130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Bills discounted/rediscounted	Y1140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Total Derivative Exposures (a+b+c+d+e+f+g+h)	Y1150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	Y1160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	Y1200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	Y1210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

(g) Credit Default Swaps	Y1220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Others	Y1240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A. TOTAL OUTFLOWS (A) (Sum of 1 to 13)	Y1250	13,932.43	4,126.31	26,746.91	23,158.08	8,542.18	18,830.09	38,894.94	18,054.94	6,392.07	63,046.86	2,21,724.81	
A1. Cumulative Outflows	Y1260	13,932.43	18,058.74	44,805.65	67,963.73	76,505.91	95,336.00	1,34,230.94	1,52,285.88	1,58,677.95	2,21,724.81	2,21,724.81	
B. INFLOWS													
1. Cash (In 1 to 30/31 day time-bucket)	Y1270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Remittance in Transit	Y1280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Balances With Banks	Y1290	11,589.76	11.20	0.00	0.00	0.00	367.22	250.00	2,108.63	0.00	25.00	14,351.81	
a) Current Account (The stipulated minimum balance be shown in 6 months to 1 year bucket. The balance in excess of the minim balance be shown in 1 to 30 day time bucket)	Y1300	10,477.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,477.65	
b) Deposit Accounts /Short-Term Deposits (As per residual maturity)	Y1310	1,112.11	11.20	0.00	0.00	0.00	367.22	250.00	2,108.63	0.00	25.00	3,874.16	
4. Investments (i+ii+iii+iv+v)	Y1320	0.00	0.00	0.00	5,513.55	0.00	0.00	0.00	0.00	0.00	0.00	5,513.55	
(i) Statutory Investments (only for NBFCs-D)	Y1330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(ii) Listed Investments	Y1340	0.00	0.00	0.00	5,513.55	0.00	0.00	0.00	0.00	0.00	0.00	5,513.55	
(a) Current	Y1350	0.00	0.00	0.00	5,513.55	0.00	0.00	0.00	0.00	0.00	0.00	5,513.55	
(b) Non-current	Y1360	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(iii) Unlisted Investments	Y1370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(a) Current	Y1380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(b) Non-current	Y1390	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(iv) Venture Capital Units	Y1400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(v) Others (Please Specify)	Y1410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5. Advances (Performing)	Y1420	25,887.93	4,693.46	7,084.78	27,432.33	22,436.54	42,791.69	34,897.03	7,973.69	0.00	0.00	1,73,197.45	
(i) Bills of Exchange and Promissory Notes discounted & rediscounted (As per residual usance of the underlying bills)	Y1430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(ii) Term Loans (The cash inflows on account of the interest and principal of the loan may be slotted in respective time buckets as per the timing of the cash flows as stipulated in the original / revised repayment schedule)	Y1440	22,566.79	3,868.39	6,622.28	24,931.64	20,492.47	39,050.24	32,388.78	7,462.53	0.00	0.00	1,57,383.12	

(a) Through Regular Payment Schedule	Y1450	22,566.79	3,868.39	6,622.28	24,931.64	20,492.47	39,050.24	32,388.78	7,462.53	0.00	0.00	1,57,383.12
(b) Through Bullet Payment	Y1460	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Interest to be serviced through regular schedule	Y1470	3,321.14	825.07	462.50	2,500.69	1,944.07	3,741.45	2,508.25	511.16	0.00	0.00	15,814.33
(iv) Interest to be serviced to be in Bullet Payment	Y1480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Gross Non-Performing Loans (GNPA)	Y1490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,206.70	0.00	10,206.70
(i) Substandard	Y1500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,206.70	0.00	10,206.70
(a) All over dues and instalments of principal falling due during the next three years (In the 3 to 5 year time-bucket)	Y1510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,206.70	0.00	10,206.70
(b) Entire principal amount due beyond the next three years (In the over 5 years time-bucket)	Y1520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Doubtful and loss	Y1530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) All instalments of principal falling due during the next five years as also all over dues (In the over 5 years time-bucket)	Y1540	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Entire principal amount due beyond the next five years (In the over 5 years time-bucket)	Y1550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Inflows From Assets On Lease	Y1560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Fixed Assets (Excluding Assets On Lease)	Y1570	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.17	0.00	48.17
9. Other Assets :	Y1580	7,169.59	2,326.44	9,272.09	4,459.83	4,408.54	544.54	4,831.17	1,207.29	0.00	1.97	34,221.46
(a) Intangible assets & other non-cash flow items (In the 'Over 5 year time bucket)	Y1590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.97	1.97
(b) Other items (e.g. accrued income, other receivables, staff loans, etc.) (In respective maturity buckets as per the timing of the cash flows)	Y1600	7,169.59	2,326.44	9,272.09	4,459.83	4,408.54	544.54	4,831.17	1,207.29	0.00	0.00	34,219.49

(c) Others	Y1610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.Security Finance Transactions (a+b+c+d)	Y1620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Repo (As per residual maturity)	Y1630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Reverse Repo (As per residual maturity)	Y1640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) CBLO (As per residual maturity)	Y1650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Others (Please Specify)	Y1660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.Inflows On Account of Off Balance Sheet (OBS) Exposure (i+ii+iii+iv+v)	Y1670	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Loan committed by other institution pending disbursal	Y1680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Lines of credit committed by other institution	Y1690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Bills discounted/rediscounted	Y1700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Total Derivative Exposures (a+b+c+d+e+f+g+h)	Y1710	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Forex Contracts	Y1720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swaps - Currency	Y1760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swaps - Interest Rate	Y1770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swaps	Y1780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Others	Y1800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B. TOTAL INFLOWS (B) (Sum of 1 to 11)	Y1810	44,647.28	7,031.10	16,356.87	37,405.71	26,845.08	43,703.45	39,978.20	11,289.61	10,254.87	26.97	2,37,539.14
C. Mismatch (B - A)	Y1820	30,714.85	2,904.79	-10,390.04	14,247.63	18,302.90	24,873.36	1,083.26	-6,765.33	3,862.80	-	15,814.33
D. Cumulative Mismatch	Y1830	30,714.85	33,619.64	23,229.60	37,477.23	55,780.13	80,653.49	81,736.75	74,971.42	78,834.22	15,814.33	15,814.33
E. Mismatch as % of Total Outflows	Y1840	220.46%	70.40%	-38.85%	61.52%	214.26%	132.09%	2.79%	-37.47%	60.43%	-99.96%	7.13%
F. Cumulative Mismatch as % of Cumulative Total Outflows	Y1850	220.46%	186.17%	51.85%	55.14%	72.91%	84.60%	60.89%	49.23%	49.68%	7.13%	7.13%

ANNEXURE III: CREDIT RATING LETTER

Ratings

CONFIDENTIAL

RL/KAESVS/303859/LTPPMLD/1022/44755/125874075

October 14, 2022

Mr. Vivek Veda

Director & Chief Financial Officer

KrazyBee Services Private Limited

3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya

Bengaluru Urban - 560017

9769120028

CRISIL



Dear Mr. Vivek Veda,

Re: CRISIL Rating on the Rs. 200 Crore Long Term Principal Protected Market Linked Debentures of KrazyBee Services Private Limited

We refer to your request for a rating for the captioned Debt instrument.

CRISIL Ratings has, after due consideration, assigned a CRISIL PPMLD BBB+ r /Stable (pronounced as CRISIL PPMLD triple B plus r rating with Stable outlook) rating to the captioned Debt instrument. Instruments with this rating are considered to have moderate degree of safety regarding timely servicing of financial obligations. Such instruments carry moderate credit risk.

A prefix of 'PP-MLD' indicates that the instrument is a principal-protected market-linked debenture. The terms of such instruments indicate that while the issuer promises to pay back the face value/principal of the instrument, the coupon rates of these instruments will not be fixed, and could be linked to one or more external variables such as commodity prices, equity share prices, indices, or foreign exchange rates. A suffix of 'r' indicates investments carrying non-credit risk. The 'r' suffix indicates that payments on the rated instrument have significant risks other than credit risk. The terms of the instrument specify that the payments to investors will not be fixed, and could be linked to one or more external variables such as commodity prices, equity indices, or foreign exchange rates. This could result in variability in payments, including possible material loss of principal, because of adverse movement in value of the external variables. The risk of such adverse movement in price/value is not addressed by the rating.

Further, in view of your decision to accept the CRISIL Ratings, we request you to apprise us of the instrument details (in the enclosed format) as soon as it has been placed. In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL Ratings will be necessary.

As per our Rating Agreement, CRISIL Ratings would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL Ratings reserves the right to withdraw, or revise the rating / outlook assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information, or other circumstances which CRISIL Ratings believes may have an impact on the rating. Please visit www.crisilratings.com and search with the name of the rated entity to access the latest ratings.

As per SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crisil.com. This will enable CRISIL Ratings to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us at debtissue@crisil.com for any clarification you may need.

Should you require any clarification, please feel free to get in touch with us.

With warm regards,

Yours sincerely,

Rahul Malik

Associate Director - CRISIL Ratings

Nivedita Shibu

Associate Director - CRISIL Ratings



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www.crisilratings.com

Rating Rationale

October 14, 2022 | Mumbai

KrazyBee Services Private Limited

*'CRISIL PPMLD BBB+ r/Stable' assigned to Long Term Principal Protected Market Linked Debentures;
 'CRISIL A2+' assigned to Commercial Paper*

Rating Action

Total Bank Loan Facilities Rated	Rs.100 Crore
Long Term Rating	CRISIL BBB+/Stable (Reaffirmed)

Rs.200 Crore Long Term Principal Protected Market Linked Debentures	CRISIL PPMLD BBB+ r /Stable (Assigned)
Rs.75 Crore Commercial Paper	CRISIL A2+ (Assigned)
Rs.100 Crore Non Convertible Debentures	CRISIL BBB+/Stable (Reaffirmed)

1 crore = 10 million

Refer to Annexure for Details of Instruments & Bank Facilities

Detailed Rationale

CRISIL Ratings has assigned its **'CRISIL PPMLD BBB+ r/Stable'** rating to the Rs 200 crore Long Term Principal Protected Market Linked Debentures and **'CRISIL A2+'** to the Rs 75 crore Commercial paper instruments while reaffirming its **'CRISIL BBB+/Stable'** on the long-term bank facility and non-convertible debentures of KrazyBee Services Private Limited (KrazyBee).

The rating reflects the healthy capitalisation metrics of the company backed by regular equity infusion and strong backing from private equity (PE) partners such as Premji Invest, NewQuest Capital, Motilal Oswal Private Equity, ICICI Bank amongst others, and its scalable business model equipped with technology for end-to-end operations and strong management team. These strengths are partially offset by the inherent vulnerability of asset quality metrics given the segment of borrowers and modest earnings, which although improving, were impacted amid high credit cost and loss of revenue during the Covid-19 pandemic. The company is vulnerable to the changing regulatory landscape for digital lenders. Any material adverse impact on the business risk profile because of regulatory changes will be a key monitorable.

The company offers unsecured personal loans to young professionals, with ticket size varying from Rs 3,000 to Rs 3 lakh with average tenure of around five months and average annual percentage rate (APR) of ~42%. It offers loans through its group company, Finnovation Tech Solutions Private Limited (FTSPL), which has a tech platform, 'KreditBee' and the platform originates loans for KrazyBee and several other partner-lenders. FTSPL earns revenue by way of processing fees from borrowers, along with commission income from partner lenders, and gives first loss default guarantee (FLDG) of 5-10% to partner vendors. The group has an in-house technological base with end-to-end integration for loan origination, risk assessment, collections, accounting. Owing to its digital origination method, the group has a sphere of lending across India.

Analytical Approach

For arriving at the ratings of KrazyBee Services Private Limited, CRISIL Ratings has taken a consolidated approach. CRISIL Ratings has on a consolidated basis analysed the businesses of KrazyBee Services Private Limited (KrazyBee), Finnovation Tech Solutions Private Limited (FTSPL), KartBee Technologies Private Limited (KTPL) and their parent Finnov Private Limited (FPL).

Please refer Annexure - List of a Consolidated, which captures the list of entities considered and their analytical treatment of consolidation.

Key Rating Drivers & Detailed Description
Strengths:

- Healthy capitalisation metrics**

Since inception, the group has raised equity of Rs 630.94 crore in primary infusion and an additional over Rs 700 crore in secondary share sale. Owing to timely capital infusion, the group had strong network of Rs 659.2 crore as on March 31, 2022, despite loss of ~Rs 48.1 crore. The groups gearing was comfortable at 1.2 times as on the same date. Backed by a PAT of Rs 24 crore in Q1 of fiscal 2023, the net worth improved to Rs 683 crore with a gearing of 1.5 times as on June 30, 2022. On standalone level, KrazyBee had network of Rs 617 crore and gearing of 1.7 times as on June 30, 2022. On steady-state basis, CRISIL Ratings expects the gearing to stay below 4 times. Also, CRISIL Ratings notes that the ongoing capital raising process is likely to be concluded in September 2022. The ability of the group to raise capital on ongoing basis to fund growth momentum will remain a key monitorable.

- Easily scalable business model led by strong tech platform**

KrazyBee offers unsecured loans of up to Rs 3 lakh to young professionals (since FY2019) with for a tenure of up to 18 months; prior to fiscal 2019, the company offered loans to students with a tenure of upto 2 years. The company has a fully

automated digital lending model with the loan origination happening through its mobile application. Owing to its digital origination method, the company has a sphere of lending across India.

The origination and disbursements of loans happen through the app KreditBee owned by FTSPL, which has an integrated in-house technology platform with an interactive user-friendly app and website to facilitate the borrowers to apply for loans. The platform has tie-ups with partner lenders and earns processing fee from the borrowers. It has end-to-end integration in terms of loan origination, risk assessment, collections, etc. It is also integrated with partner lenders, allowing for seamless operations and accounting.

Disbursements increased at compound annual growth rate of ~316% till fiscal 2020 to Rs 7,324 crore from Rs 102 crore in fiscal 2018. With increased disbursements, the assets under management (AUM) grew to Rs 1,090 crore as on March 31, 2020, from Rs 42 crore as on March 31, 2018.

However, amid the impact of the Covid-19 pandemic, disbursements were scaled down to Rs 2,133 crore in fiscal 2021 with a consequent effect on AUM declining to Rs 816 crore. Nevertheless, upon opening up of the economy, disbursements also picked up to reach Rs 5,796 crore in fiscal 2022 with AUM increasing to Rs 1,951 crore. Further, for Q1 of fiscal 2023 the disbursements were Rs 2905 crore with an AUM of Rs 2523 crore.

Weakness:

- **Vulnerability in asset quality owing to risks associated with borrower class**

The company focuses on giving unsecured loans to young professionals, wherein asset quality metrics remain vulnerable to slippages. As on March 31, 2022, around 10% of the AUM was towards new to credit borrowers. The same was observed during the Covid waves, which materially impacted the repayment ability of the borrowers.

Amidst the Covid waves, the asset quality metrics of the company had been impacted with the 90+ days past due (dpd as % of disbursements) increased to 2.6% as on March 31, 2021, from 0.1% as on March 31, 2019. The company has an aggressive write-off policy, wherein it writes off loans at 180 days dpd. Therefore, cumulative of the past 12 month write-offs, the company's 90+ dpd including write offs inched up to 7.3% as on March 31, 2021. In terms of AUM, the metrics remained elevated because of the short tenure and churn in the portfolio; the 90+ dpd as a percentage of AUM inched up to 6.9% as on March 31, 2021, as against 0.4% as on March 31, 2019.

Collection efficiency (current collections) of the group were impacted, which fell to ~80% during the first wave and 81% during the second wave of the pandemic. However, with the reopening of economy and focus on collections, the collections inched up to 95% and have remained stable at 91-95% since January 2022.

Consequently, the 90+ dpd (as a % of disbursements) of the group improved substantially to 0.6% as on March 31, 2022, from 2.6% as on March 31, 2021. Also, the 90+ dpd including write-offs and FLDG payouts improved to 3.3% as on March 31, 2022, compared with 9.9% a year earlier and 3.5% as on March 31, 2020. As on June 30, 2022, the 90+ dpd including write-offs remained stable at 2.5%. As percentage of AUM, the 90+ dpd (including write-offs and FLDG payouts) although improved, continues to remain elevated at 9.7% as on March 31, 2022, compared with 25.8% as on March 31, 2021. The same has however improved to 4.1% as on June 30, 2022.

Furthermore, the company has shifted focus to borrowers with better credit. Of the total disbursements since April 2022, almost 89% has been towards borrowers with CIBIL score greater than 700; as against earlier wherein NTC/CIBIL score under 700 used to account for ~60% of total disbursements. Additionally, over 80% of the disbursements are to repeat borrowers with a track record with KrazyBee, which provides some comfort. However, the company has restructured portfolio of ~Rs 119 crore or 6.1% of the overall AUM, the performance of which will be a key monitorable. The ability to improve asset quality metrics as the portfolio scales up on a static basis will remain a key monitorable.

- **Modest earnings**

Given the business model, the group generates both interest income from the loan extended by KrazyBee and processing fees at the platform level with each disbursement. Given the short tenure of loans, the processing and other service fees have a significant contribution to the earnings. In fiscals 2018 to 2022, processing fees at consolidated level to total income stood at 50-80%.

Despite early stage of operations, the group had been reporting profit since fiscal 2019, recording healthy return on managed assets (RoMA) of 14.5%, with profit after tax (PAT), as a percentage of disbursements, at 2.9% in fiscal 2019. This primarily stemmed from the processing fees the group was able to charge its borrowers. In fiscal 2019, processing fees as a percentage of total assets stood at 25.6% while credit costs as a percentage of disbursements stood at 1.9% (5.4% on total managed assets).

However, in fiscal 2020 amid the onset of the pandemic, the credit costs stood at 3.3% on disbursements (22.5% of total managed assets), translating into RoMA of 12.5% and PAT of 1.8%.

In fiscal 2021, amid the impact of the pandemic on economic activity, asset quality metrics deteriorated. Consequently, credit cost deteriorated to 7.1% on disbursements (18.5% of AUM), with decline in RoMA to 6.7% and PAT of (4.7)%, with the group reporting loss. This trend continued in fiscal 2022, with credit cost, although improving, continued to remain elevated at 3.4% on disbursements (10.2% of AUM) and RoMA of (2.6) % and PAT of (0.8)%. The decline was despite the pick-up in disbursements, which resulted in processing fees and other service fees increasing to Rs 384 crore in fiscal 2022 from Rs 163 crore in fiscal 2021 (Rs 560 crore in fiscal 2020). What also put a drag on the earnings was the increase in operating expenses as the company had to bear increased advertisement cost, along with charges paid to the collection agencies employed by the company since fiscal 2022.

However, the write-offs were mainly done in the first half of fiscal 2022 and the group became profitable from the second half with RoMA of 8.8%(annualised) and PAT as a percentage of disbursements of 7.4%(annualised). In the first quarter of fiscal 2023, the group reported a PAT of Rs 24 crore, resulting in ROMA of 3.6%(annualized) and PAT as a percentage of disbursements of 3.3%(annualized).

Increase in disbursements should support the revenue, which along with control on asset quality is expected to provide support to earnings, over the medium term. Therefore, ability to sustain improvement in earnings will remain a key monitorable.

Liquidity: Adequate

Asset-liability mismatch of KrazyBee is comfortable with positive mismatches across buckets of upto one year as on June 30, 2022. At consolidated level, cash and equivalent (including unutilised bank lines) stood at Rs 338 crore as on June 30, 2022, against debt repayment obligation (including interest) of Rs 344 crore till September 2022. Furthermore, the group had unutilised bank lines of Rs 35 crore as on June 30, 2022.

Outlook: Stable

CRISIL Ratings believes KrazyBee will maintain healthy capitalisation metrics while benefitting from the experience of the promoters. However, asset quality performance and profitability will be demonstrated only over time.

Rating Sensitivity factors

Upward factors:

- Sustainability in gross non-performing assets (including write-offs) below 3% over the medium term
- Increase in scale of operations and maintaining stable asset quality metrics and earnings

Downward factors:

- Increase in steady state gearing above 4 times
- Adverse movement in asset quality leading to substantial impact on earnings and capitalisation metrics

About the Company

KrazyBee Services (P) Limited is a systemically important, non-deposit taking, non-banking financial company (ND-NBFC). The company commenced operations in fiscal 2017 and is promoted by Mr Madhusudan Ekambaram, Mr Vivek Veda and Mr Karthikeyan Krishnaswamy, who have prior experience in product portfolio management, sales, technology and finance. It is backed by strong PE investors such as New Quest Capital, Premji Invest, Alpine Capital, Motilal Oswal Private Equity, ICICI Bank amongst others. The company focuses on providing unsecured personal loans to young professionals in India.

Key Financial Indicators: (Consolidated)

As on / for the period ended	Unit	March 2022	March 2021
Total assets	Rs crore	1,571	1,235
Total income	Rs crore	615	327
Profit after tax (PAT)	Rs crore	(48)	(101)
90+ dpd	%	1.7	6.9
Gearing	Times	1.2	0.7
Return on managed assets	%	(2.6)	(6.7)

Key Financial Indicators: KrazyBee (Standalone)

As on / for the period ended	Unit	March 2022	March 2021
Total assets	Rs crore	1,441	1,036
Total income	Rs crore	337	224
PAT	Rs crore	29	28
90+ dpd	%	2.9	8.6
Gearing	Times	1.3	0.9
Return on managed assets	%	2.3	2.6

Any other information: Not applicable

Note on complexity levels of the rated instrument:

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Annexure - Details of Instrument(s)

ISIN	Name of instrument	Date of allotment	Coupon rate (%)	Maturity date	Issue size (Rs.Crore)	Complexity level	Rating assigned with outlook
NA	Long Term Principal Protected Market Linked Debentures*	NA	NA	NA	200	Highly Complex	CRISIL PPMLD BBB+ r/Stable
NA	Commercial Paper	NA	NA	7-365 days	75	Simple	CRISIL A2+
NA	Non-Convertible Debentures*	NA	NA	NA	100	Simple	CRISIL BBB+/Stable
NA	Proposed Long Term Bank Loan Facility	NA	NA	NA	30	NA	CRISIL BBB+/Stable

NA	Term Loan	NA	NA	30-Sep-24	20	NA	CRISIL BBB+/Stable
NA	Working Capital Demand Loan	NA	NA	NA	50	NA	CRISIL BBB+/Stable

*Yet to be issued

Annexure – List of entities consolidated

Names of Entities Consolidated	Extent of Consolidation	Rationale for Consolidation
Finnov Private Limited	Full	Parent
KrazyBee Services Private Limited	Full	Subsidiary
Finnovation Tech Solutions Private Limited	Full	Subsidiary

Annexure - Rating History for last 3 Years

Instrument	Current			2022 (History)		2021		2020		2019		Start of 2019
	Type	Outstanding Amount	Rating	Date	Rating	Date	Rating	Date	Rating	Date	Rating	Rating
Fund Based Facilities	LT	100.0	CRISIL BBB+/Stable	04-10-22	CRISIL BBB+/Stable		--		--		--	--
				12-09-22	CRISIL BBB+/Stable							
Commercial Paper	ST	75.0	CRISIL A2+		--		--		--		--	--
Non Convertible Debentures	LT	100.0	CRISIL BBB+/Stable	04-10-22	CRISIL BBB+/Stable		--		--		--	--
Long Term Principal Protected Market Linked Debentures	LT	200.0	CRISIL PPMLD BBB+ r /Stable		--		--		--		--	--

All amounts are in Rs.Cr.

Annexure - Details of Bank Lenders & Facilities

Facility	Amount (Rs.Crore)	Name of Lender	Rating
Proposed Long Term Bank Loan Facility	30	Not Applicable	CRISIL BBB+/Stable
Term Loan	20	Indian Overseas Bank	CRISIL BBB+/Stable
Working Capital Demand Loan	20	RBL Bank Limited	CRISIL BBB+/Stable
Working Capital Demand Loan	30	IndusInd Bank Limited	CRISIL BBB+/Stable

This Annexure has been updated on 14-Oct-22 in line with the lender-wise facility details as on 12-Sep-22 received from the rated entity.

Criteria Details

Links to related criteria
Rating Criteria for Finance Companies
CRISILs Bank Loan Ratings - process, scale and default recognition
CRISILs Criteria for Consolidation

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ANNEXURE IV: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CATALYST

Believe in yourself... Trust us!



CL/MUM/22-23/DEB/918

21-Oct-2022

Krazybee Services Private Limited

3rd floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya,
Bangalore- 560017 Karnataka

Kind Attn: Gourav Patel

Dear Sir,

**Consent to act as Trustee for Secured, Listed, Rated, Redeemable,
Non-Convertible Debentures aggregating to upto Rupees 89.0000 Crores
to be issued by your Company.**

This is with reference to the discussions in respect of appointment of Catalyst Trusteeship Limited to act as Debenture Trustee for the Secured, Listed, Rated, Redeemable non-convertible debentures aggregating upto 89.0000 Crores to be issued by your Company. In this connection, we are agreeable to act as Trustee on the terms and conditions as mutually agreed between the Trustee and the Company.

The Company and the Trustee shall enter into relevant trustee agreements and other necessary documents for the aforesaid issue of NCDs and term loans and also agrees & undertakes to comply with the provisions of the SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015 and the Listing Agreement pursuant thereto to be executed with Bombay Stock Exchange(BSE)/ National Stock Exchange(NSE), the RBI Circular No. RBI/2012-13/560 dated June 27, 2013, the Companies Act, 2013 and any other applicable statutes, regulations and provisions as amended from time

The Company shall enter into Agreement with Trustee as required by Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993 thereby agreeing to create the security within three months from the date of closure of issue or in accordance with the Companies Act, 2013 or as per the provisions as prescribed by any regulatory authority as applicable and comply with the provisions of applicable laws.

We are also agreeable for inclusion of our name as trustees in the Company's offer document/disclosure document/ listing application/any other document to be filed with the Stock Exchange(s) or any other authority as required.

Yours faithfully,

For Catalyst Trusteeship Limited

For Krazybee Services Private Limited



Authorised Signatory

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

CATALYST TRUSTEESHIP LIMITED (FORMERLY GDA TRUSTEESHIP LIMITED)

An ISO:9001 Company

Mumbai Office Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai 400 096 Tel +91 (022) 4922 0555 Fax +91 (022) 4922 0505
Regd. Office GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune 411 038 Tel +91 (020) 25280081 Fax +91 (020) 25280275
Delhi Office Office No. 810, 8th Floor, Kallash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel 11 430 29101/02
CIN No. U74999PN1997PLC110262 Email dt@ctitrustee.com Website www.catalysttrustee.com
Pune | Mumbai | Bengaluru | Delhi | Chennai



ANNEXURE V: BOARD COMMITTEE (BORROWINGS) RESOLUTION



Krazybee Services Private Limited

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD COMMITTEE (BORROWINGS) OF KRAZYBEE SERVICES PRIVATE LIMITED HELD ON FRIDAY, 21ST OCTOBER 2022 AT 11.00 AM AT 3RD FLOOR, NO.128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE 560017, WHERE REQUIRED QUORUM FOR THE MEETING WAS PRESENT

To consider and approve the offer and issuance of Rated, Listed, Senior, Secured, Transferrable, Redeemable, Principal Protected Market-Linked, Non-Convertible Debentures on Private Placement for an aggregate amount of Rs. 89,00,00,000/- (Rupees Eight-Nine Crores only) in two Series.

"RESOLVED THAT pursuant to the approval of the Board of Directors vide its resolution dated February 9, 2022 and Shareholders resolution dated March 7, 2022, and pursuant to provisions of the Memorandum of Association and Articles of Association of the Company, Section 42, 71, 179(3)(c), and other applicable provisions of the Companies Act, 2013 (the "Act") read together with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("NCS Regulations"), and the SEBI Circular bearing the reference number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 on "Operational Circular for issue and listing of Non-Convertible Securities, Securitized Debt Instruments, Security Receipts, Municipal Debts Securities and Commercial Paper" ("Operational Circular"), or any other regulatory authority, each as amended, modified and/or supplemented from time to time, listing agreement entered into by the Company with BSE Limited ("BSE") and in accordance with any other rules, regulations, guidelines, notifications, circulars and clarifications issued thereon from time to time by competent authorities ("Applicable Law"), the approval of the Committee be and is hereby accorded to:

a) offer and issue 890 (Eight Hundred and Ninety) Rated, Listed, Senior, Secured, Transferable, Redeemable, Principal Protected Market-Linked, Non-Convertible Debentures denominated in Indian Rupees, each having a face value of Rs. 10,00,000 (Indian Rupees Ten Lakhs only) aggregating up to Rs. 89,00,00,000/- (Rupees Eight-Nine Crores only) (the "Debentures") on a fully paid basis and on a private placement basis in two Series, for cash, at the interest/coupon rate linked to 7.26% GS 2032 to the following prospective investors:

1. 1st Joint Holder - Kairus Shavak Dadachanji, 2nd Joint Holder - Pervin K Dadachanji
2. SK Finance Limited
3. Norther Arc Capital Limited

on such terms as may be agreed with the Debenture Holders for raising debt for onward lending purpose;

b) secure the amounts to be raised pursuant to the issuance of the Debentures ("Secured Obligations") (at such ranking/priority and up to such limits and security cover as may be agreed with the Debenture Holders) by one or more the following; (i) hypothecation of certain identified book debts of the Company from time to time and which will be replaced from time to time in order to maintain the security cover ratio of 1.1 (one point one) times until all Debentures are repaid in full. ("Transaction Security")

RESOLVED FURTHER THAT Mr. Madhusudan Ekambaram, Mr. Karthikeyan Krishnaswamy and Mr. Vivek Veda (hereinafter referred to as "Authorised Persons") be and are hereby severally authorized to do all such acts, deeds and things as they deem necessary or desirable in connection with the offer, issue and allotment of the Debentures, including, without limitation the following:

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

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

3rd Floor, No. 128/9, Maruthi Sapphire, HAL Airport Road, Murugesh Palya, Bangalore - 560017

CIN No. U65100KA2016PTC086990



- c) negotiating, approving and deciding the terms of the issue of Debentures and all other related matters;
- d) seeking the listing of any of the Debentures on the BSE, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;
- e) approving the Information Memorandum and the private placement offer cum application letter (including amending, varying or modifying the same, as may be considered desirable or expedient) (collectively, the "Disclosure Documents"), in accordance with all Applicable Laws;
- f) finalising the terms and conditions of the appointment of an arranger, the Debenture Trustee, a registrar and transfer agent, a credit rating agency, valuation agency, a depository and such other intermediaries as may be required including their successors and their agents;
- g) obtaining such credit rating(s) and within such timeline(s) as may be required by the Debenture Holders;
- h) finalising the terms of the issue and offer of the Debentures;
- i) entering into arrangements with the depository(ies) in connection with issue of Debentures in dematerialised form;
- j) creating and perfecting the Transaction Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue and offer of the Debentures;
- k) finalizing the deemed date of allotment of the Debentures;
- l) to negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue and offer of the Debentures and deal with regulatory authorities in connection with the issue and offer of the Debentures including but not limited to the RBI, SEBI (if so required), the jurisdictional registrar of companies, the BSE, the Central Registry of Securitisation Asset Reconstruction and Security Interest ("CERSAI"), the Ministry of Corporate Affairs ("MCA"), or any depository, and such other authorities as may be required;
- m) to execute all documents, file forms with the BSE, the jurisdictional registrar of companies, the CERSAI, the MCA, the BSE or any depository;
- n) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;
- o) creation of recovery expense fund in accordance with SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22nd October 2020 read with guidance note issued by the BSE in this regard;
- p) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and/or issue the following, including any amendments, modifications, supplements, restatements or novation thereto (now or in the future):
 - (i) the Disclosure Documents for the issue and offer of the Debentures;
 - (ii) the term sheet in connection with the Debentures, agreements to be entered into with the Debenture Trustee, any undertakings, due diligence certificates, corporate actions, letters of allotment and such other documents;
 - (iii) the debenture trust deed, the debenture trustee agreement, the deed of hypothecation, monthly asset certificates, and any other documents required for the creation of security interest (together with the Information Memorandum, referred to as the "Transaction Documents");
 - (iv) any other documents required for the purposes of the issue and offer of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and

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CIN No. U65100KA2016PTC086990

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 080-44292555

 reachus@kbnbfc.in



- (v) any other document designated as a Transaction Document by the debenture trustee and/or the Debentures Holders;
- q) to do all such acts as may be necessary for the issue and offer of the Debentures in accordance with the terms set out in the Transaction Documents; and
- r) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, forms, deeds, affidavits, declarations and certificates in relation to the issue and offer of the Debentures and the transactions contemplated thereby, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue and offer of the Debentures.

RESOLVED FURTHER THAT the Authorised Persons of the Company, be and are hereby severally authorized to do all such acts, deeds, things and execute or ratify all such documents whatsoever as maybe required in connection with the issue and offer of the Debentures and providing of security interest on the Debentures including without limitation execution or ratification of the requisite agreement(s) with the National Securities Depository Limited ("NSDL") and the Central Depository Services (India) Limited ("CDSL"), listing of Debentures on wholesale debt market segment of the BSE, appointment of trustees, credit rating agency, valuation agency and other advisors as may be required and making payment of their fees.

RESOLVED FURTHER THAT any of the Authorised Persons of the Company be and are hereby severally authorized to do all such acts, deeds and things as are necessary for registering any of the documents being executed by the Company, and for filing of necessary forms, returns and such other documents pertaining to the aforesaid issuance of Debentures and creation, perfection and registration of charges with the relevant registrar of companies, CERSAI, MCA, or any depository, the SEBI, or any other governmental authority.

RESOLVED FURTHER THAT the Disclosure Documents placed before the Board for issuance of Debentures to the Debenture Holders be and are hereby approved and the same be issued to the Debenture Holders under the signature of any one of the Authorised Persons of the Company.

RESOLVED FURTHER THAT anyone of the Authorised Persons or the company secretary of the Company be and are hereby authorised severally to take necessary actions for listing of the Debentures with the BSE.

RESOLVED FURTHER THAT approval of the Board Committee (Borrowings) to do all such acts, deeds and things as may be necessary for allotment of Debentures."

// Certified True Copy //

For **KRAZYBEE SERVICES PRIVATE LIMITED**




Pallavi Lingaraju
Company Secretary
M. No. A56733
Address: 1203 Prerana Nilaya Park Road,
23rd Cross D Group L Nagarbhavi Bangalore 560091

ANNEXURE VI: SHAREHOLDERS RESOLUTION



Krazybee Services Private Limited

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE SECOND EXTRA-ORDINARY GENERAL MEETING OF THE COMPANY HELD ON MONDAY THE 07TH DAY OF MARCH, 2022 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 3RD FLOOR, NO.128/9, MARUTHI SAPPHIRE, HAL AIRPORT ROAD, MURGESH PALYA, BANGALORE-560017 AT 3 PM.

Issuance of debt securities pursuant to Section, 42 and 71 of the Companies Act, 2013, upto an overall ceiling of 1500,00,00,000/- (Rupees One Thousand Five Hundred Crores Only) on Private Placement Basis

The following resolution passed as a Special Resolution:

"RESOLVED THAT pursuant to the provisions of Sections 42, 71 read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rule, 2014 and Rule 18 of the Companies (Share Capital & Debentures) Rules, 2014, read with relevant rules there under, Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, relevant RBI Regulations and such other applicable laws (including any amendment(s), statutory modification(s) or re-enactment thereof), the enabling clauses under the Articles of Association of the Company and subject to the permissions, consents, sanctions and approvals by any authority, as may be necessary, consent of the shareholders of the Company be and is hereby accorded for the issue and allotment on private placement basis, in one or more series or tranches, in such classes and with such rights or terms as may be considered necessary, one or more of the following non-convertible debt securities, that is to say, Secured, Unsecured, Listed, Unlisted, Rated, Unrated Non-Convertible Debentures, Market Linked Debentures, Listed, Unlisted, Rated, Unrated Bonds, Listed, Rated, Unrated, Unlisted Commercial Papers, Subordinated Debt Securities, Covered Bonds, or other debt securities, whether constituting a charge (including in the nature of pledge) on any specific or general assets of the Company or not (herein inclusively referred to as "Debt Securities"), such that the aggregate value of such Debt Securities during financial year 2022-23 shall not exceed, excluding any Debt Securities already issued earlier, the limit of 1500,00,00,000/- [Rupees One Thousand Five Hundred Crore Only] to Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc, as per the terms and conditions as stated in the Explanatory Statement.

RESOLVED FURTHER THAT consent of the shareholders of the Company be and is hereby accorded to the Board of Directors/Board Committee (Borrowings) thereof (as may be authorized by the Board), to deal with the matters relating to the finalization of the terms and conditions of such Debt Securities to be issued and allotted from time to time, within the aggregate limit as specified above, including, but not limited to, decide on any terms as amount payable on application and calls from time to time, and offer the same on private placement basis to any one or more investors including any Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc.

RESOLVED FURTHER THAT the Board of Director/Board Committee (Borrowings) thereof (as may be authorized by the Board), be and is hereby authorized and empowered to consider, transact and decide matters, from time to time, pertaining to the private placement of Debt Securities, including appointment of debenture trustees, finalization and issuance of any offer letter, and allot the Debt Securities in one or

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more tranches, to any one or more investors including any Banks, and other entities/individuals including but not limited to Institutional Investors, Financial Institutions, companies, bodies corporate, partnership firms, Proprietorship etc., including, where so considered appropriate, amount payable on application and further amounts as may be called from time to time and the allotment thereof, to sign, verify, execute and file all necessary forms and documents, if any, with any governmental authority including but not limiting to the Registrar of Companies, Bangalore, Securities and Exchange Board of India and/or such other authorities as may be required from time to time and to do all such acts, deeds, matters and things necessary or expedient to give effect to the issue of Debt Securities and ensuring compliance and/or any actions as may be required under applicable law."

//Certified True Copy//

For Krazybee Services Private Limited



Pallavi Lingaraju
Company Secretary
M. No. 56733

ANNEXURE VII: DUE DILIGENCE CERTIFICATE FROM DEBENTURE TRUSTEE



CTL/22-23/4717

(Annexure A)

DUE DILIGENCE CERTIFICATE TO BE GIVEN BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE DRAFT OFFER DOCUMENT OR PRIVATE PLACEMENT MEMORANDUM/ INFORMATION MEMORANDUM
(Applicable for Secured and Unsecured Issuances)

To,

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai- 400001.

Dear Sir / Madam,

SUB.: Issue of 890 (Eight Hundred and Ninety) Rated, Secured, Listed, Transferable, Redeemable, Principal Protected Non-Convertible Market Linked Debentures ("NCDs" or "Debentures") of face value of Rs. 10,00,000/- (Indian Rupee Ten Lakh) each, aggregating up to Rs. 89,00,00,000/- (Eighty Nine Crores Only) under Series 1 and 2 on private placement basis by Krazybee Services Private Limited.

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

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

We confirm that:

- a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.
- b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).
- c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.
- d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or private placement memorandum/ information memorandum and all disclosures made in the offer document or private placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

CATALYST TRUSTEESHIP LIMITED (FORMERLY GDA TRUSTEESHIP LIMITED)

An ISO:9001 Company

Mumbai Office Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai 400 098 Tel +91 (022) 4922 0555 Fax +91 (022) 4922 0505
Regd. Office GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune 411 058 Tel +91 (020) 25280081 Fax +91 (020) 25280275
Delhi Office Office No. 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel 11 430 29101/02.
CIN No. U74999PN1997PLC110262 Email dt@ctitrustee.com Website www.catalysttrustee.com
Pune | Mumbai | Bengaluru | Delhi | Chennai



- e) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.
- f) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or private placement memorandum/ information memorandum and given an undertaking that debenture trust deed would be executed before filing of listing application.
- g) All disclosures made in the draft offer document or private placement memorandum/ information memorandum with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

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

Place: Mumbai
Date: October 25, 2022



For Catalyst Trusteeship Limited

For CATALYST TRUSTEESHIP LIMITED

[Signature]
Authorized Signatory

Authorized Signatory



ANNEXURE VIII: UNDERTAKING PURSUANT TO REGULATION 43 (2) OF THE SEBI NCS REGAULTIONS

Undertaking on Creation of Security

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

For Krazybee Services Private Limited

VIVEK
VEDA

Digitally signed
by VIVEK VEDA
Date: 2022.10.28
11:58:30 +05'30'

Authorised Signatory

Name: Vivek Veda

Title: Director

Date: 28.10.2022

ANNEXURE IX: APPLICATION FORM

A Private Limited Company/public limited company incorporated under the Companies Act, 1956/2013

Corporate Identity Number (CIN): U65100KA2016PTC086990

Permanent Account Number: AAGCK1119D

Date and Place of Incorporation: March 16, 2016, Bengaluru, Karnataka, India

Certificate of Registration issued by Reserve Bank of India: N-02.00281

Registered Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya, Bangalore - 560017

Corporate Office: 3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya, Bangalore - 560017

Telephone No: 080-41275009, Website: www.kbnbfc.in , Email: legal@krazybee.com

Company Secretary & Compliance Officer: Pallavi Lingaraju Contact detail:+91-9972857010; email address: legal@krazybee.com

Promoter(s): Mr. Madhusudhan Ekambaram and Mr. Krishnakumar Karthikeyan, Finnov Private Limited (Email:legal@krazybee.com and Contact details: 080-41275009)

DEBENTURE SERIES APPLICATION FORM SERIAL NO.

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ISSUE OF 890 (EIGHT HUNDRED AND NINETY) RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, REDEEMABLE, PRINCIPAL PROTECTED MARKET LINKED NON-CONVERTIBLE DEBENTURES ("DEBENTURE(S)" OR "NCD(S)") OF FACE VALUE OF RS.10,00,000 (INDIAN RUPEES TEN LAKHS ONLY) EACH, AGGREGATING TO RS. 89,00,00,000 (INDIAN RUPEES EIGHTY NINE CRORES ONLY) (THE "ISSUE"), BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), BY KRAZYBEE SERVICES PRIVATE LIMITED (THE "COMPANY" OR "ISSUER") COMPRISING OF (a) 390 (THREE HUNDRED AND NINETY) SECURED, UNSUBORDINATED, RATED, LISTED, TRANSFERABLE, REDEEMABLE AND NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,00,000 AND OF THE AGGREGATE FACE VALUE OF 39,00,00,000 (INDIAN RUPEES THIRTY-NINE CRORES ONLY) ("SERIES 1 DEBENTURES"); AND (b) 500 (FIVE HUNDRED) SECURED, UNSUBORDINATED, RATED, LISTED, TRANSFERABLE, REDEEMABLE AND NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,00,000 AND OF THE AGGREGATE FACE VALUE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORES ONLY) ("SERIES 2 DEBENTURES");

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: ____ In words: _____-only

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

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS

No. _____ Drawn on _____

Funds transferred to [●]

Dated _____

Total Amount Enclosed

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

APPLICANT'S NAME IN FULL (CAPITALS) SPECIMEN SIGNATURE

[illegible]**APPLICANT'S ADDRESS**[illegible]

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

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

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in the placement memorandum dated October 28, 2022 ("**Placement Memorandum**") issued by the Issuer and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

DEPOSITORY	NSDL/CDSL
DEPOSITORY PARTICIPANT NAME	

DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account: (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

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

(Note: Cheque and Drafts are subject to realisation)

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

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

Applicant's

Signature

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

(Note : Cheque and Drafts are subject to realisation)

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

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) SERIAL NO.	1	-	-	-	-	-	-	-	-
--	---	---	---	---	---	---	---	---	---

Received from _____

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

INSTRUCTIONS

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

	[•]	[•]	[•]
	[•]	[•]	[•]
Beneficiary Name			
Account Number	[•]	[•]	[•]
IFSC Code	[•]	[•]	[•]
Mode	[•]	[•]	[•]

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

- a) for adjustment against allotment of securities; or
- b) for the repayment of monies where the company is unable to allot securities.

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

ANNEXURE X- DECLARATION OF PROMOTER

We/ hereby declare that the that the Permanent Account Number, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters and Permanent Account Number of directors have been submitted to the stock exchanges on which the nonconvertible securities are proposed to be listed.

For Krazybee Services Private Limited

VIVEK
VEDA

Digitally signed
by VIVEK VEDA
Date: 2022.10.28
11:58:30 +05'30'

Authorized Signatory

Vivek Veda

Director

ANNEXURE XI- PAS 4

Private Placement Offer cum Application Letter

Serial Number:

Addressed to:

Date: October 28, 2022

FORM NO PAS-4

PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER ("PBOA")

ISSUE OF 890 (FIVE HUNDRED) RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, REDEEMABLE, PRINCIPAL PROTECTED NON-CONVERTIBLE MARKET LINKED DEBENTURES ("DEBENTURE(S)" OR "NCD(S)") OF FACE VALUE OF RS.10,00,000 (INDIAN RUPEES TEN LAKHS ONLY) EACH, AGGREGATING TO RS. 89,00,00,000 (INDIAN RUPEES EIGHTY NINE CRORES ONLY) (THE "ISSUE") BY KRAZYBEE SERVICES PRIVATE LIMITED (THE "**COMPANY**" OR "**ISSUER**") BY WAY OF A PRIVATE PLACEMENT (THE "ISSUE"), COMPRISING OF:

390 (TWO HUNDRED AND TWENTY) RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, REDEEMABLE, PRINCIPAL PROTECTED NON-CONVERTIBLE MARKET LINKED DEBENTURES OF FACE VALUE OF RS.10,00,000 (INDIAN RUPEES TEN LAKHS ONLY) EACH, AGGREGATING TO INR 39,00,00,000 ("INDIAN RUPEES THIRTY NINE CRORES ONLY") ("**SERIES 1 DEBENTURES**"); AND

SERIES 2: 500 (FIVE HUNDRED) RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, REDEEMABLE, PRINCIPAL PROTECTED NON-CONVERTIBLE MARKET LINKED DEBENTURES OF FACE VALUE OF RS.10,00,000 (INDIAN RUPEES TEN LAKHS ONLY) EACH, AGGREGATING TO INR 50,00,00,000 ("INDIAN RUPEES FIFTY CRORES ONLY") ("**SERIES 2 DEBENTURES**") TO ELIGIBLE INVESTORS.

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

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

KRAZYBEE SERVICES PRIVATE LIMITED

PART A

i. General Information:

1. Name, address, website and other contact details of the Company, indicating both registered office and the corporate office:

Issuer / Company:	Krazybee Services Private Limited
Registered Office:	3rd Floor, No.128/9, Maruthi Sapphire, HAL Airport Road, Murgesh Palya, Bangalore, Karnataka 560017
Website:	https://www.kbnbfc.in/
Contact Person:	Mr. Vivek Veda
Email:	vivek@krazybee.com

2. Date of Incorporation of the Company:

March 16, 2016

3. Business carried on by the Company and its subsidiaries with the details of branches or units, if any;

KrazyBee Services Private Limited (the Company) is a Systemically Important, Non-Deposit Taking, Non-Banking Finance Company (NBFC-ND-SI), which is regulated by the Reserve Bank of India (RBI). The company was co-founded by Madhusudhan Ekambaram and Karthikeyan Krishnawamy in March 2016 and received an NBFC license from the RBI in May 2017.

KrazyBee offers unsecured personal loans of up to Rs. 2,00,000 to young professionals with a tenor of up to 15 months. Company's mission is financial inclusion of masses and enabling consumer credit for 400 Mn+ Indian consumers via technology, especially for those who are new to credit and do not have credit history, which is consistent with Government of India's ('GoI') priority.

KrazyBee operates in the fintech lending space and its entire loan origination is via the mobile application platform under the brand name - "KreditBee". The company has till date catered to ~3.5 million young professionals (compared to an addressable target market of 180 million), disbursed 10,300 Crore+ value of loans across 2 Crore number of loans.

The founders and the management each have 10-15 years of experience in the areas of technology, operations, project management, sales, finance, risk management, data science, digital marketing and quantitative analysis.

KrazyBee is headquartered in Bangalore and has a lending presence across India. It is a 99.449% subsidiary of a Singapore-based entity named Finnov Private Limited ('Finnov'). Finnov has till date ~USD 90M in equity from renowned and reputed investors namely, Premji Invest, Motilal Oswal Private Equity, NewQuest, Alpine Capital and Mirae Asset Ventures.

4. Brief particulars of the management of the Company:

Management Details		
Name	Designation	Experience
Madhusudan Ekambaram	Director	Madhusudan has over 15 years of experience across Product Portfolio Management, Business Innovation, Sales and Business Development. Add to that his personal interest of money lending (lent over \$200,000 at 24% interest rate per annum) & chit business (was the Fund Manager for his chit business of size \$1.8 million, with 50 members contributing \$375 per month). Madhusudan also co-founded FACE (Fintech Association of Consumer Empowerment), a not for profit organization, with the intent to work with all stakeholders including the consumers, regulators, policymakers to proactively evolve consumer-centric practices in the Indian Fin-Tech digital lending space. Madhusudan has completed his BE in Information Technology from NIT Suratkal.
Karthikeyan Krishnaswamy	Director	Karthikeyan has over 12 years of experience in Technology and Products. He has good experience across server/ consumer domains and commonly used languages (JAVA, C, PHP etc) and has conceptualized & commercialized many micro-innovations and software solutions targeted for India and South Pacific market. He started his career at Innovo Solutions and worked there for 5 years. This was followed by an 8 years stint at Huawei where he was the System Architect. This was followed by a one-year stint as CTO at NTT Solutions. At KrazyBee, he led the entire technical

Management Details		
Name	Designation	Experience
		implementation which includes website development, B2C app roll out and Campus Manager app roll out. Karthikeyan has completed Masters in Computer Science from National University of Singapore (NUS).
Vivek Veda	Director	Vivek has over 14 years of experience dealing in multiple domains in Finance. He is a Chartered Accountant by qualification and has done his B.Com from Delhi University. He started his career as a Consultant at S.S.Kothari Mehta & Co, where he worked for 4 years (including internship years) and was involved in valuation for M&A, merger, demerger, private equity placement etc. This was followed by a 4 year stint at HSBC Global Banking & Markets (Assistant Manager), 3 years at Edelweiss Capital (Mid cap analyst), 1 year at Espirito Santo Investment Bank (Consumer analyst) and 2 years as Emerging Markets Consumer Research Analyst at Societe Generale.

5. Name, address, director identification number (DIN) and occupations of the directors:

Sl. No.	Name of the Directors	Address	DIN	Occupation
1	Madhusudan Ekambaram	No.296, Behind JubleeCollege, JinkethimmanaHalli, Ramamurthy Nagar, Bengaluru 560036 KA IN	07442577	Director
2	Karthikeyan Krishnaswamy	K-701,SNN Raj Lake View Apts, 29th Main Road NS Palya Main Road, BTM Layout, Bengaluru 560076 KA IN	07449376	Director
3	Vivek Veda	Flat No. 1073, Shoba Daisy Apartment, Bellandur, Green Glay Layout, Bangalore 560103 KA IN	07560229	Director
4	Adesh Gupta Kumar	701, Tagore Avenue, Tagore Road, Santacruz (West), Mumbai - 400 054.	00020403	Independent Director
5	Abhishek Singhvi	B-803, Joy Valencia, Off J V L R, Jogeshwari East, Mumbai -400060	07972535	Independent Director
6	Gopalakrishna Gurrappa	B 301-302, Lady Ratan Tower, Dainik Shivner Marg, Gandhi	06407040	Independent Director

		Nagar Behind Four Seasons Hotel Upper Worli Lower Mumbai Maharashtra 400018 India		
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6. Management perception of Risk Factors:

i. Repayment is subject to the Credit Risk of the Issuer.

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

ii. THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

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

iii. TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

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

iv. ACCOUNTING CONSIDERATIONS

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

v. THERE MAY BE DELAY OR FAILURE IN RECOVERING THE EXPECTED VALUE OF ASSETS CHARGED AS SECURITY

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents. The Investors recovery in relation to the Debentures will be subject to realisable value of assets charged as security and any failure or delay to recover the expected value of the assets charged as security in connection with the NCDs could expose the investors to a potential loss.

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

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

vii. LEGALITY OF PURCHASE

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

viii. POLITICAL AND ECONOMIC RISK IN INDIA

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

ix. RISKS RELATED TO THE BUSINESS OF THE ISSUER

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

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

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

The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which will adversely affect the Issuer's financial condition and results of operations. The Issuer's members largely belong to low-income segment and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that the Issuer's monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer is unable to control or reduce the level of its NPAs or poor credit quality loans, the Issuer's financial condition and results of the Issuer's operations could be materially and adversely affected.

- ii. ***The Issuer's is exposed to operational risks, including employee negligence, petty theft, burglary, embezzlement and fraud by employees, agents, customers or third parties, which could harm our Company's results of operations and financial position.***

The issuer is exposed to many types of operational risks. Operational risks can result from a variety of factors, including failure to obtain proper internal authorisations, improperly documented transactions, failure of operational and information security procedures, computer systems, software or equipment, fraud, inadequate training and employee errors. The issuer attempts to mitigate operational risk by maintaining a comprehensive system of internal controls, establishing systems and procedures to monitor transactions, maintaining key back-up procedures, undertaking

regular contingency planning and providing employees with continuous training. Any failure to mitigate such risks may adversely affect our Company's business and results of operations.

The Issuer's dependence upon automated systems to record and process transactions may increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

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

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

All of the loans the Issuer issues are due within approximately one year of disbursement. Any potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.

The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset is from 62 days to One year which has provided stability to the portfolio and interest income and has also smoothened operating expense.

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

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigate to this is to expand its geographical reach and may consequently expand its operations other states. If it is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

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

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

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

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

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

The Issuer maintains insurance coverage that it believes commensurate with its operations such as Directors' and officers' liability insurance other general liability insurances. The Issuer's insurance policies, however, may not provide

adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.

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

viii. Competition from banks and financial institutions, as well as state-sponsored social programs, may adversely affect our profitability and position in the Indian lending industry

The Issuer faces most significant competition from other NBFCs and banks in India. Many of the institutions with which Issuer competes have greater assets and better access to, and lower cost of, funding than the issuer. In certain areas, they may also have better name recognition and larger member bases than Issuer. Issuer anticipates that it may encounter greater competition as they continue expanding the operations in India, which may result in an adverse effect on the business, results of operations and financial condition.

vi. Details of defaults, if any, including the amounts involved, duration of default, and present status, in repayment of:

- i. Statutory Dues: Nil
- ii. Debenture and interest thereon: Nil
- iii. Deposits and interest thereon: Nil
- iv. Loans from banks and financial institutions and interest thereon: Nil

6. Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the Issue:

Name: Pallavi Lingaraju
 Designation: Company Secretary
 Address: 3rd Floor, No.128/9, Maruthi Sapphire,
 HAL Airport Road, Murgesh Palya,
 Bangalore, Karnataka 560017
 Phone No.: +91 9972857010
 Email: pallavis@krazybee.com

7. Any default in annual filing of the Company under the Companies Act, 2013 or rules made thereunder: No

8. Particulars of the Offer:

i. Financial position of the Company for the last 3 financial year	Refer to financials given below
ii. Date of passing of Board Committee (Borrowing) Resolution	October 21, 2022
iii. Date of passing of resolution in general meeting, authorizing the offer of securities	March 7, 2022

iv. Kind of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Rated, Senior, Secured, Listed, Transferable, Redeemable, Principal Protected Non-Convertible Market Linked Debentures in two Series (" Debentures ")
v. Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of INR 10,00,000/- (Indian Rupees Ten Lakh only) per Debenture. Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.
vi. Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the Registered valuer	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.
vii. Relevant date with reference to which the price has been arrived at	Not applicable as each Debenture is a non-convertible debt instrument which is being issued at face value.
viii. The class or classes of persons to whom the allotment is proposed to be made	The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("Eligible Investors"): a) Individuals b) Hindu Undivided Family c) Trust d) Limited Liability Partnerships e) Partnership Firm(s) f) Portfolio Managers registered with SEBI g) Association of Persons h) Companies and Bodies Corporate including Public Sector Undertakings. i) Commercial Banks j) Regional Rural Banks k) Financial Institutions l) Insurance Companies m) Mutual Funds n) NBFCs o) Foreign Institutional Investors (FIIs) p) Qualified Foreign Investors (QFIs) q) Foreign Portfolio Investors (FPIs) r) Alternative investment funds s) Any other person eligible to invest in the Debentures. All potential Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures.

ix. Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [not required in case of issue of non-convertible debentures]	Not applicable as the Debentures are non-convertible debt instruments		
x. The proposed time within which the allotment shall be completed	ISSUE SCHEDULE		
	Issue Opens on:	October 28, 2022	
	Issue Closes on:	October 28, 2022	
	Pay in Date	October 28, 2022	
	Deemed date of allotment	October 28, 2022	
	Company will ensure that the debentures are credited into the demat accounts of the holders of the Debentures (" Debenture Holders ") within 2 (Two) trading Days from the Deemed Date of Allotment		
xi. The names of the proposed allottees and the percentage of post Private Placement issue capital that may be held by them [not required in case of issue of non-convertible debentures];	Not applicable as the Debentures are non-convertible debt instruments		
xii. The change in control, if any, in the Company that would occur consequent to the Private Placement	Not applicable as the Debentures are non-convertible debt instruments		
xiii. The number of persons to whom allotment on preferential basis/private placement / rights issue has already been made during the year (Financial year), in terms of number of securities as well as price	Annexure II attached		
xiv. The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable as the Debentures are non-convertible debt instruments		
xv. Amount, which the Company intends to raise by way of securities	Up to INR 89,00,00,000/- (Indian Rupees Eighty Nine Crore Only) Series 1: 39,00,00,000 Series 2: 50,00,00,000		
xvi. Terms of raising of securities:	Duration, if applicable:	Series 1 Debentures: 18 Months for Deemed Date of Allotment	

		Series 2 Debentures: 15 Months from Deemed Date of Allotment			
	Rate of Interest or dividend:	Linked to 7.26% GS 2032 as published by FBIL on www.fbil.org.in ("Reference Index")			
	Mode of Payment	Electronic Transfer			
	Mode of Repayment	Electronic Transfer			
xvii. Proposed time schedule for which the Issue/Private Placement Offer cum Application Letter is valid	Issue Open Date: Issue Closing Date:				
xviii. Purpose and objects of the Issue/Offer	The Issue proceeds will be utilized for originating personal loans.				
xix. Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of such objects	Not Applicable				
xx. Principal terms of assets charged as security, if applicable	Exclusive Charge on Hypothecated Receivables to the extent of 110%.				
xxi. The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the ongoing concern status of the Company and its future operations	Not Applicable				
xxii. The pre-issue and post issue shareholding pattern of the Company in the following pattern:					
Sl. No.	Category	Pre-issue		Post Issue	
		No. of shares held	% of Shareholding	No. of shares held	% of Shareholding
A	Promoter's Holding				
1	Indian	-	-	-	-
	Individual	5900	0.551%	5900	0.525%
	Bodies Corporate	-	-	-	-
	Sub-Total	5900	0.551%	5900	0.525%
2	Foreign Promoters	11,17,952	99.475%	11,17,952	99.475%
	Sub-Total (A)	11,23,852	100%	11,23,852	100%
B	No-Promoters Holding				

1	Institutional Investors	-	-	-	-
2	Non-Institutional Investors	-	-	-	-
	Private Corporate Bodies	-	-	-	-
	Directors and Relatives	-	-	-	-
	Indian Public	-	-	-	-
	Other [Including Non-Resident Indians (NRI's)]	-	-	-	-
	Sub-Total (B)	-	-	-	-
	GRAND TOTAL (A + B)	11,23,852	100%	11,23,852	100%

xxiii. Bank Accounts details for subscription of money

Account Name: Krazybee Services Private Limited

Bank Name: ICICI Bank Ltd

A/c no: 000205032465

IFSC Code: ICIC00000002

MICR 560229002

Address: Commercial Banking, 1st Floor, West Wing, No.1 Commissariat Road, Sobha Pearl, Bangalore - 560025

xxiv. Mode of Payment for Subscription: Not applicable

() Cheque

() Demand Draft

() Other Banking Channels

xxv. Disclosure with regard to interest of directors, litigation, etc:

i. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	Not Applicable
ii. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the Company during the last 3 (three) years immediately preceding the year of the circulation of this Private Placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon	Not Applicable

conclusion of such litigation or legal action shall be disclosed

iii. Remuneration of directors (during the current year and last 3 (three) financial years):

Name of the Director	Remuneration (in Rs)
2021-22:	
Vivek Veda	81,70,000/-
Madhusudan Ekambaram	NIL
Karthikeyan Krishnaswamy	NIL
2020-21:	
Vivek Veda	40,75,000
Madhusudan Ekambaram	NIL
Karthikeyan Krishnaswamy	NIL
2019-20:	
Vivek Veda	NIL
Madhusudan Ekambaram	NIL
Mahaveer Chaplot	NIL
Karthikeyan Krishnaswamy	NIL

iv. Related party transactions entered during the last 3 (three) financial years immediately preceding the year of circulation of this Private Placement offer cum application letter including with regard to loans made or, guarantees given or securities provided:

Transaction	Related Party	31-Mar-22 (in lakhs)	31-Mar-21 (in lakhs)	31-Mar-20 (in lakhs)
Sale of Services	Finnovation tech solutions Private Limited.	13,132.09	6,645.56	17,771.19
	Kartbee Technologies Private Limited	2,831.89	1,466.47	1,530.58
Purchase of services	Finnovation tech solutions Private Limited	809.09	403.28	2,261.32
	Kartbee Technologies Private Limited	9.04	448.08	180.86
Securities premium	Finnov Private Limited	3,683.63	21,031.31	3,438.26
Amount owed by related parties	Finnovation tech solutions Private Limited.	6,501.21	-	298.52
	Kartbee Technologies Private Limited	2,797.33	-	365.58
Amount owed to related parties	Finnovation Tech Solutions Private Limited	-	1,258.47	-
Amount owed to related parties	Finnov Private Limited	0.02	0.02	0.02

Amount owed to related parties	Kartbee Technologies Private Limited	-	64.55	-
Amount owed to related parties	Directors	1.50	-	-
Borrowings from related party	Finnov Private Limited	11,371.07	14,700.94	1 5,077.18
Issue of Non-Convertible Debentures (including accrued interest)	Krishnaswamy Bhanumath	-	-	40.09
	Shanmuga Nursing Home	-	-	110.23
	Vani Jain	60.26	60.57	40.09
	Nutan Soudagar	70.31	40.38	20.04
	Madhusudan Ekambaram	90.39	90.85	-
	Sreenidhi Sattanathan	-	-	40.09
	Vibha Veda	20.23	20.22	-
	Vivek Veda	20.23	20.22	-
Finance Cost	Finnov Private Limited	641.49	791.54	409.33
	Sreenidhi Sattanathan		3.89	3.41
	Krishnaswamy Bhanumathi	-	3.89	3.41
	Madhusudan Ekambaram	13.11	7.64	-
	Nutan Soudagar	6.89	5.17	0.81
	Shanmuga Nursing Home	-	4.64	7.13
	Krishnamurthy Ekambaram	-	1.95	-
	Latha	-	1.96	-
	Manjula	-	1.95	-
	Vani Jain	8.74	7.68	3.41
	Vibha Veda	2.77	0.23	-
	Vivek Veda	2.77	0.23	-
v. Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of private placement basis offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for			Not Applicable	

each of the said reservations or qualifications or adverse remark	
vi. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of issue of Private Placement offer cum application letter in the case of the Company and all of its subsidiaries. Also if there were any were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of the Private Placement offer cum application letter and if so, section-wise details thereof for the Company and all of its subsidiaries	Not Applicable
vii. Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	Not Applicable

9. Financial Position of the Company:

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

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital as on March 31, 2022	INR
	Authorised	
	Equity Shares of Rs. 10 each	1,50,00,000
	TOTAL	1,50,00,000
	Issued, Subscribed and Fully Paid- up	
	Equity Shares of Rs. 10 each, fully paid-up	1,12,38,520
	TOTAL	1,12,38,520
Size of the Present Offer	Up to INR 89,00,00,000/- (Indian Rupees Eighty-Nine Crore Only): a. 390 (Three Hundred and Ninety) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of 39,00,00,000 (Indian Rupees Thirty-Nine Crores Only) (" Series 1 Debentures "); b. 500 (Five Hundred) secured, unsubordinated, rated, listed, transferable, redeemable and non-convertible debentures each having a face value of INR 10,00,000 and of the aggregate face value of INR 50,00,00,000 (Indian Rupees Fifty Crores Only) (" Series 2 Debentures ");	
Paid-up Capital:		
i. After the offer:		
ii. After the conversion of Convertible Instruments (if applicable)	No Change, since the offer pertains to issuance of Non-Convertible Debentures	

Share Premium Account:	
i. Before the offer:	No Change, since the offer pertains to issuance of Non-Convertible Debentures
ii. After the offer:	

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

Date of Allotment	No. of Shares allotted	Face value of shares	Issue Price	Form of Consideration
March 16, 2016	10	10/-	10	Cash
March 16, 2016	9990	10/-	10	Cash
August 16, 2016	10408	10/-	3162	Cash
July 28, 2017	18822	10/-	3162	Cash
November 17, 2017	88312	10/-	3162	Cash
September 12, 2018	41468	10/-	3500	Cash
November 15, 2018	144440	10/-	3500	Cash
January 11, 2019	100665	10/-	3500	Cash
March 1, 2019	203171	10/-	3500	Cash
March 28, 2019	39240	10/-	3500	Cash
June 12, 2019	99807	10/-	3500	Cash
March 26, 2021	3,13,900	10/-	6700	Cash
September 02, 2021	53,619	10/-	6880	Conversion of ECB to equity shares

Shareholding pattern of the Issuer

Sr. No.	Name of the Shareholder / Particulars	Class	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1	Karthikeyan Krishnaswamy	Equity	10	0.001%	Nil
2	Madhusudan Ekambaram	Equity	5890	0.524%	Nil
3	Finnov Private Limited	Equity	11,17,952	99.475%	Nil

Details of allotments made by the Company in the last one year prior to the date of this Private Placement Offer cum Application Letter for consideration other than cash and details of the consideration in each case.

The Company has allotted 53, 619 equity shares to Finnov Private Limited, Holding Company pursuant to partial

	conversion of External Commercial Borrowing into equity shares of the Company.		
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of private placement Offer cum Application Letter	FY	PBT (in INR Cr)	PAT (in INR Cr)
	FY 2022	41.39	28.79
	FY 2021	36.29	28.02
	FY 2010	44.27	31.77
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)	Nil		
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Private Placement Offer cum Application Letter	Annexure I		
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this private placement Offer cum Application Letter	Annexure I		
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	The Company has adopted Indian Accounting Standards (IND-AS) as per the applicable regulations and pursuant to Section 133 of Companies Act, 2013 read with Companies (Indian Accounting Standard) Rules, 2015. Previous year figures have been restated to conform to IND-AS.		

10. DECLARATION (To be provided by the Directors)

[Please refer to Section 10 (Declaration) page no. 100]

PART – B
(To Be filled by the applicant)

Sl. No.	Particulars	Details
1	Name	
2	Father's Name	
3	Complete Address (including Flat/ House Number, Street, Locality, Pin Code)	
4	Phone Number, if any	
5	Email ID, if any	
6	PAN Number	
7	Bank Account Details	
8	Number of Equity Shares subscribed	
9	Total value of Non-Convertible Debentures subscribed	

Authorised Signatory

Initial of the officer of the Company designated to keep the record

ANNEXURE I

(Please refer the Annexure I of Information Memorandum)

Annexure II

Sr. No.	Subscriber	Number of Securities allotted	Type of Securities Alloted	Face Value of Each Security (in INR)	Aggregate Value of Security (in INR)	Preferential basis/ Private Placement/ Rights Issue
	Spark Alternative Investment Trust – Spark Equitized Credit Solutions Fund I.	1000	Class E15 Non-Convertible Debentures	1,00,000	10,00,00,000	Private Placement
2	Spark Financial Holdings Private Limited	1000	Class E16 Non-Convertible Debentures	1,00,000	10,00,00,000	Private Placement
3	RS Family Trust	50	Class E17 Non-Convertible Debentures	1,00,000	50,00,000	Private Placement
4	Indigoedge Management Consultancy Private Limited	100	Class E17 Non-Convertible Debentures	1,00,000	1,00,00,000	Private Placement
5	Genesis Exports Limited	150	Class E17 Non-Convertible Debentures	1,00,000	1,50,00,000	Private Placement
6	PM Ventures Private Limited	400	Class E17 Non-Convertible Debentures	1,00,000	4,00,00,000	Private Placement
7	Spark Family Office and Investments Advisors (India) Private Limited	1285	Class E17 Non-Convertible Debentures	1,00,000	12,85,00,000	Private Placement
8	Balambal Natarajan	10	Class E14 Non-Convertible Debentures	10,00,000	1,00,00,000	Private Placement
9	Rakesh Hetlal Garg HUF	2	Class E14 Non-Convertible Debentures	10,00,000	20,00,000	Private Placement

	Umaid Singh	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Santosh Jain	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Indu Oberoi	3	Class E14 Non- Convertible Debentures	10,00,000	30,00,000	Private Placement
	Praful Padamsey Lalka	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Khushboo Mandhanya	4	Class E14 Non- Convertible Debentures	10,00,000	40,00,000	Private Placement
	Santosh Maheshwari	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Amita Arora	3	Class E14 Non- Convertible Debentures	10,00,000	30,00,000	Private Placement
	Ram Prakash Khandelwal	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	M. Rathnakar Shetty	4	Class E14 Non- Convertible Debentures	10,00,000	40,00,000	Private Placement
	A Anuradha	3	Class E14 Non- Convertible Debentures	10,00,000	30,00,000	Private Placement

	Sunita Kumari	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Amita Mangilal Jain	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Archana Ashok	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Vivek Veda	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Kiran Merchant	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Kamal Kalra	8	Class E14 Non- Convertible Debentures	10,00,000	80,00,000	Private Placement
	Kommu Neelima	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Blue Thunder Advisors LLP	7	Class E14 Non- Convertible Debentures	10,00,000	70,00,000	Private Placement
	Avneet Adwani	3	Class E14 Non- Convertible Debentures	10,00,000	30,00,000	Private Placement
	Sadhana Subhash Thakker	10	Class E14 Non- Convertible Debentures	10,00,000	1,00,00,000	Private Placement

	Vedant Viraj Londhe	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	1 st Joint Holder - Gauri Shriniket Chitre 2 nd Joint Holder - Shriniket Chitre	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	A S Vishwanathan	3	Class E14 Non- Convertible Debentures	10,00,000	30,00,000	Private Placement
	Padmavathy Vishwanathan	3	Class E14 Non- Convertible Debentures	10,00,000	30,00,000	Private Placement
	Anusha Sidharth	6	Class E14 Non- Convertible Debentures	10,00,000	60,00,000	Private Placement
	Koduvayur Ramakrishnan Alamelu	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Aakanksha Singh	1	Class E14 Non- Convertible Debentures	10,00,000	10,00,000	Private Placement
	Surya Kanta Chordia	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement
	Anil Veda	1	Class E14 Non- Convertible Debentures	10,00,000	10,00,000	Private Placement
	Vibha Veda	2	Class E14 Non- Convertible Debentures	10,00,000	20,00,000	Private Placement

	Damayanti Pushkar Momaya	2	Class E14 Non-Convertible Debentures	10,00,000	20,00,000	Private Placement
	Vijay Prakash	2	Class E14 Non-Convertible Debentures	10,00,000	20,00,000	Private Placement
	Ashwin Prabhu	2	Class E14 Non-Convertible Debentures	10,00,000	20,00,000	Private Placement
	Swati Sinha	2	Class E14 Non-Convertible Debentures	10,00,000	20,00,000	Private Placement
	Palak Maheshwary	1	Class E14 Non-Convertible Debentures	10,00,000	10,00,000	Private Placement
	Rajkumari Gupta	3	Class E14 Non-Convertible Debentures	10,00,000	30,00,000	Private Placement
	Manjula Ramanujan	4	Class E14 Non-Convertible Debentures	10,00,000	40,00,000	Private Placement
	Mohanpriya G S	1	Class E14 Non-Convertible Debentures	10,00,000	10,00,000	Private Placement
	Aamir Khan	30	Class E18 Non-Convertible Debentures	10,00,000	30000000	Private Placement
	Aanchal S Agrawal	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement

	Aditi Somani	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	1 st Joint Holder - Anilkumar Madhok 2 nd Joint Holder – Anju Madhok	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Anju Grover	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Anshul Specialty Molecules Private Limited	15	Class E18 Non-Convertible Debentures	10,00,000	15000000	Private Placement
	Anupama Dalmia	20	Class E18 Non-Convertible Debentures	10,00,000	20000000	Private Placement
	Avinash Prem Raney	20	Class E18 Non-Convertible Debentures	10,00,000	20000000	Private Placement
	B Arunkumar Capital & Credit Services Private Limited	80	Class E18 Non-Convertible Debentures	10,00,000	80000000	Private Placement
	Baskar Subramanian	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Bhupati Investments And Finance Private Limited	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Bobby Kanubhai Parikh Address: 7 on the hill,	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement

	Bright Holdings & Trading Co Pvt Ltd	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	1 st Joint Holder - Deviprasad Kanhaiyalal Taparia 2 nd Joint Holder - Sudhadevi Taparia	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Gopal Srinivasan	13	Class E18 Non-Convertible Debentures	10,00,000	13000000	Private Placement
	Hawco Petrofer LLP	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	1 st Joint Holder - Hemant Apte 2 nd Joint Holder - Aparna Hemant Apte	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	India Gelatine & Chemicals Ltd	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Jacob Kurian	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	1 st Joint Holder - Jatin Pankaj Shah 2 nd Joint Holder - Nina Jatin Shah	20	Class E18 Non-Convertible Debentures	10,00,000	20000000	Private Placement
	Jyoti Thapar	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Kamaths Ourtimes Icecreams Private Limited Address: Plot No 55 ABCD	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement

	Kasturi Iron and Minerals Pvt Ltd	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Landscape Creation Private Limited	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Madhu Silica Pvt Ltd	50	Class E18 Non-Convertible Debentures	10,00,000	50000000	Private Placement
	Mahavir Dweller Private Limited	30	Class E18 Non-Convertible Debentures	10,00,000	30000000	Private Placement
	Medley Pharmaceuticals Limited	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	NBOS Technologies Private Limited	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Neil Vasudeva	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Ornet Intermediates Private Limited	30	Class E18 Non-Convertible Debentures	10,00,000	30000000	Private Placement
	Pallavi Narendra Dalal	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement

	Rajanikanta Gajendrakumar Patni	40	Class E18 Non- Convertible Debentures	10,00,000	40000000	Private Placement
	Rakesh Bhikhalal Shah	22	Class E18 Non- Convertible Debentures	10,00,000	22000000	Private Placement
	Ranbir Rishi Kapoor	20	Class E18 Non- Convertible Debentures	10,00,000	20000000	Private Placement
	Saahil Goel	10	Class E18 Non- Convertible Debentures	10,00,000	10000000	Private Placement
	Sadhana Ashokkumar Patni	60	Class E18 Non- Convertible Debentures	10,00,000	60000000	Private Placement
	Salarpuria Investments Pvt. Ltd	10	Class E18 Non- Convertible Debentures	10,00,000	10000000	Private Placement
	Sanara Realty Proprietor - Rajesh Jaggi	10	Class E18 Non- Convertible Debentures	10,00,000	10000000	Private Placement
	Shabnam Bundhel	10	Class E18 Non- Convertible Debentures	10,00,000	10000000	Private Placement
	Shankar V Bhatt	10	Class E18 Non- Convertible Debentures	10,00,000	10000000	Private Placement
	Shwetambari Mody Trust Represented by Trustee - Prakash Amrut Mody & Anita Prakash Mody	20	Class E18 Non- Convertible Debentures	10,00,000	20000000	Private Placement

	Siddhant Sanjay Lalwani HUF	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Silloo Dadi Engineer	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	SLK Software Private Limited	50	Class E18 Non-Convertible Debentures	10,00,000	50000000	Private Placement
	Soham Bhartia	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Suparna Mody Trust Represented by Trustee - Suparna Prakash Mody & Prakash Amrut Mody	20	Class E18 Non-Convertible Debentures	10,00,000	20000000	Private Placement
	Supriya Mody Trust Represented by Trustee - Supriya Prakash Mody & Prakash Amrut Mody	20	Class E18 Non-Convertible Debentures	10,00,000	20000000	Private Placement
	Tanaz Deboo	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Transways Exim Pvt Ltd	10	Class E18 Non-Convertible Debentures	10,00,000	10000000	Private Placement
	Turner Morrison Limited	20	Class E18 Non-Convertible Debentures	10,00,000	20000000	Private Placement
	Urmin Products Private Limited	30	Class E18 Non-Convertible Debentures	10,00,000	30000000	Private Placement

	1 st Joint Holder - Ushadevi Jatia 2 nd Joint Holder - Banwarilal Jatia	10	Class E18 Non- Convertible Debentures	10,00,000	10000000	Private Placement
	Venkatesan N Thenpathi	15	Class E18 Non- Convertible Debentures	10,00,000	15000000	Private Placement
	Vikramaditya Mohan Thapar	30	Class E18 Non- Convertible Debentures	10,00,000	30000000	Private Placement
	Wealthbridge Capital Advisors Private Limited	10	Class E18 Non- Convertible Debentures	10,00,000	10000000	Private Placement
	Vivriti Capital Private Limited	210	Class E24 Non- Convertible Debentures	10,00,000	21,00,00,000	Private Placement
	India SME Investments LLP	10	Class E20 Non- Convertible Debentures (Second tranche)	10,00,000	1,00,00,000	Private Placement
	Molecules Ventures LLP	10	Class E20 Non- Convertible Debentures (Second tranche)	10,00,000	1,00,00,000	Private Placement
	Micro Labs Limited	180	Class E20 Non- Convertible Debentures (Second tranche)	10,00,000	18,00,00,000	Private Placement

ANNEXURE XII- VALUATION MATRIX FOR MLD

A detailed scenario analysis/ valuation matrix showing value of the security under different market conditions such as rising, stable and falling market conditions shall be as disclosed below:

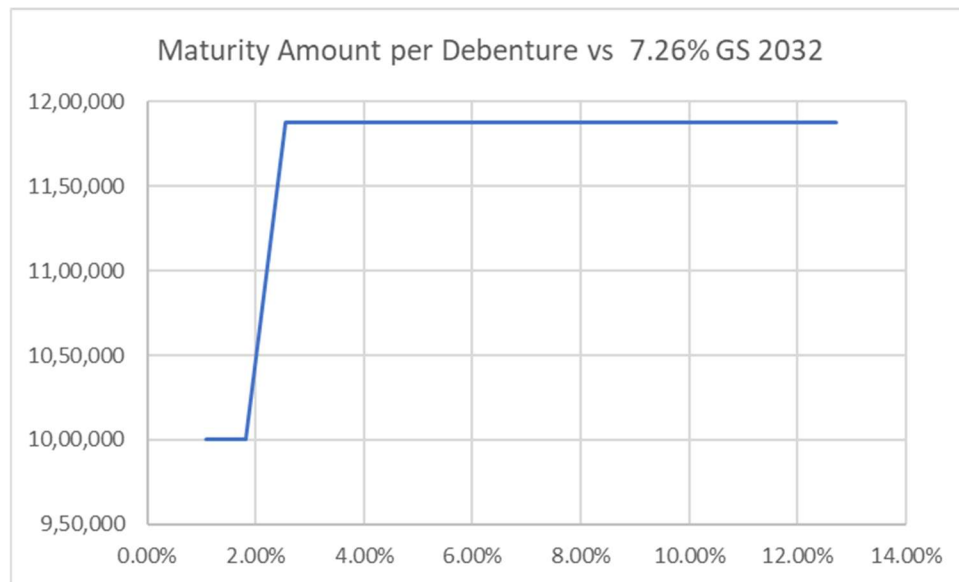
Series 1 Debentures: Method of calculation of Effective Coupon Amount

Coupon Amount	$Face\ Value * [(1 + Annualized\ Coupon\ Rate)^{(Tenor\ in\ Days/365)} - 1]$						
Annualized Coupon Rate	Based on 'Reference Index Performance', corresponding 'Annualized Coupon Rate' function' will be applicable <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th>Reference Index Performance</th><th>'Annualized Coupon Rate' function</th></tr> <tr> <td><= -75%</td><td>0%</td></tr> <tr> <td>> -75%</td><td>12.15% XIRR</td></tr> </table>	Reference Index Performance	'Annualized Coupon Rate' function	<= -75%	0%	> -75%	12.15% XIRR
Reference Index Performance	'Annualized Coupon Rate' function						
<= -75%	0%						
> -75%	12.15% XIRR						
Face Value	INR 10,00,000 (Rupees Ten Lakh only) per Debenture						
Tenor In Days	548 Days from Deemed Date of Allotment for Series 1** **In the case of an Early Redemption, Tenor in Days will be number of days between the Deemed Date of Allotment and Early Redemption Date						
Reference Index	7.26% GS 2032 (ISIN IN0020220060) as published by FBIL on www.fbil.org.in						
Reference Index Performance	$\left(\frac{Final\ Fixing\ Level}{Initial\ Fixing\ Level}\right) - 1$						
Initial Fixing Level	Official closing level of the Reference Index as on Initial Fixing Date						
Initial Fixing Date	2 business days prior to the Deemed Date of Allotment						
Final Fixing Level	The official closing level of the Reference Index on the Final Fixing Date						
Final Fixing Date	April 28, 2024 or Early Redemption date, as applicable						

Scenario Analysis Series 1					
Scenario Analysis: Tabular Representations					
Falling Scenario					
Initial Level	Final Level	Performance	Ann. Coupon Rate (XIRR)	Comparable Monthly Coupon Rate	Redemption at Face Value plus Coupon Amt.

7.26%	1.09%	-85.0%	0.00%	0.00%	10,00,000
7.26%	1.82%	-75.0%	0.00%	0.00%	10,00,000
7.26%	2.54%	-65.0%	12.15%	11.52%	11,87,865.13
Stable Scenario					
Initial Level	Final Level	Performance	Ann. Coupon Rate (XIRR)	Comparable Monthly Coupon Rate	Redemption at Face Value plus Coupon Amt.
7.26%	6.53%	-10.0%	12.15%	11.52%	11,87,865.13
7.26%	7.26%	0.0%	12.15%	11.52%	11,87,865.13
7.26%	7.99%	10.0%	12.15%	11.52%	11,87,865.13
7.26%	8.71%	20.0%	12.15%	11.52%	11,87,865.13
Rising Scenario					
Initial Level	Final Level	Performance	Ann. Coupon Rate (XIRR)	Comparable Monthly Coupon Rate	Redemption at Face Value plus Coupon Amt.
7.26%	11.25%	55.0%	12.15%	11.52%	11,87,865.13
7.26%	11.98%	65.0%	12.15%	11.52%	11,87,865.13
7.26%	12.71%	75.0%	12.15%	11.52%	11,87,865.13
Note: This scenario analysis is being provided for illustrative purposes only. It does not represent all possible outcomes					

Scenario Analysis: Graphical Representation of Effective Coupon Amount vs Final 7.26% GS 2032 Levels



Note: This scenario analysis assumes initial 7.26% GS 2032 Level as 7.26% and is being provided for illustrative purposes only. It does not represent all possible outcomes

Series 2 Debentures: Method of calculation of Effective Coupon Amount

Coupon Amount	$Face\ Value * [(1 + Annualized\ Coupon\ Rate)^{(Tenor\ in\ Days/365)} - 1]$							
Annualized Coupon Rate	Based on 'Reference Index Performance', corresponding 'Annualized Coupon Rate' function' will be applicable <table><tr><td>Reference Index Performance</td><td>'Annualized Coupon Rate' function</td></tr><tr><td><= -75%</td><td>0%</td></tr><tr><td>> -75%</td><td>12% XIRR</td></tr></table>		Reference Index Performance	'Annualized Coupon Rate' function	<= -75%	0%	> -75%	12% XIRR
Reference Index Performance	'Annualized Coupon Rate' function							
<= -75%	0%							
> -75%	12% XIRR							
Face Value	INR 10,00,000 (Rupees Ten Lakh only) per Debenture							
Tenor In Days	457 Days from Deemed Date of Allotment** **In the case of an Early Redemption, Tenor in Days will be number of days between the Deemed Date of Allotment and Early Redemption Date							
Reference Index	7.26% GS 2032 (ISIN IN0020220060) as published by FBIL on www.fbil.org.in							

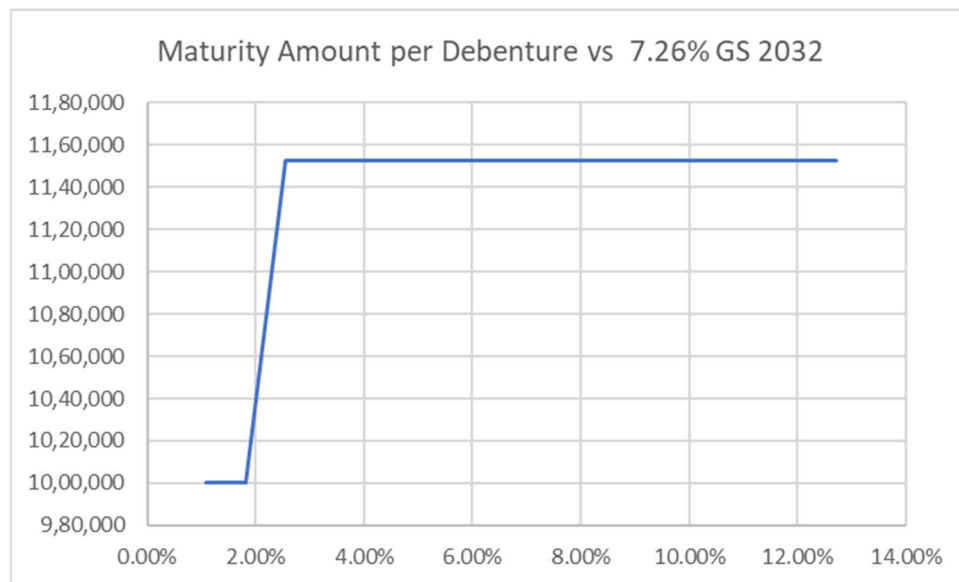
Reference Index Performance	$\left(\frac{\text{Final Fixing Level}}{\text{Initial Fixing Level}}\right) - 1$
Initial Fixing Level	Official closing level of the Reference Index as on Initial Fixing Date
Initial Fixing Date	2 business days prior to the Deemed Date of Allotment
Final Fixing Level	The official closing level of the Reference Index on the Final Fixing Date
Final Fixing Date	January 28, 2024 or Early Redemption date, as applicable

Scenario Analysis – Series 2					
Scenario Analysis: Tabular Representations					
Falling Scenario					
Initial Level	Final Level	Performance	Ann. Coupon Rate (XIRR)	Comparable Monthly Coupon Rate	Redemption at Face Value plus Coupon Amt.
7.26%	1.09%	-85.0%	0.00%	0.00%	10,00,000
7.26%	1.82%	-75.0%	0.00%	0.00%	10,00,000
7.26%	2.54%	-65.0%	12%	11.39%	11,52,454.16
Stable Scenario					
Initial Level	Final Level	Performance	Ann. Coupon Rate (XIRR)	Comparable Monthly Coupon Rate	Redemption at Face Value plus Coupon Amt.
7.26%	6.53%	-10.0%	12%	11.39%	11,52,454.16
7.26%	7.26%	0.0%	12%	11.39%	11,52,454.16
7.26%	7.99%	10.0%	12%	11.39%	11,52,454.16
7.26%	8.71%	20.0%	12%	11.39%	11,52,454.16
Rising Scenario					

Initial Level	Final Level	Performance	Ann. Coupon Rate (XIRR)	Comparable Monthly Coupon Rate	Redemption at Face Value plus Coupon Amt.
7.26%	11.75%	55.0%	12%	11.39%	11,52,454.16
7.26%	11.98%	65.0%	12%	11.39%	11,52,454.16
7.26%	12.71%	75.0%	12%	11.39%	11,52,454.16

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

Scenario Analysis: Graphical Representation of Effective Coupon Amount vs Final 7.26% GS 2032 Levels



Note: This scenario analysis assumes initial **7.26% GS 2032** Level as 7.26% and is being provided for illustrative purposes only. It does not represent all possible outcomes