

Secured Debt

Date: 10<sup>th</sup> September, 2024

SERIES: 27

**KEY INFORMATION DOCUMENT FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A  
PRIVATE PLACEMENT BASIS**



**SMFG INDIA HOME FINANCE COMPANY LIMITED**  
**(Formerly Fullerton India Home Finance Co. Ltd.)**

**Corporate Identity Number: U65922TN2010PLC076972**

The Company was originally incorporated on 12th August 2010 at Chennai. The Company obtained Certificate of Commencement of Business on 30th November 2010. The Company obtained Certificate of Registration from the National Housing Bank on 14th July 2015 and started its operations from December 2015. Name of the company was changed to SMFG India Home Finance Company Limited on 15th May 2023. The Company received its new Certificate of Incorporation pursuant to change of name on 15th May 2023. The Company has also received a fresh certificate of registration dated 19 May 2023, from the Reserve Bank of India, pursuant to change of name.

**Registered Office:** Megh Towers, Third Floor, Old No. 307, New No. 165, Poonamallee High Road, Maduravoyal, Chennai – 600 095, Tamil Nadu

**Corporate Office:** Inspire BKC, Unit No. 503 & 504, 5<sup>th</sup> Floor, Main Road, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai - 400051

**Telephone Number:** +91 22 4163 5800

**PAN:** AABCF6064H

**In lieu of CoR No. 07.0122.15 dated 14-07-2015 issued by NHB**

**New COR No DOR-00122 dated 19th May, 2023 issued by RBI in name of SMFG India Home Finance Company Limited (Earlier known as “Formerly Fullerton India Home Finance Company Limited”)**

**Website address:** <https://www.grihashakti.com/images/NHB/SMHFC%20CoR.PDF>

**Email address:** [secretarial@grihashakti.com](mailto:secretarial@grihashakti.com)

<b>Company Secretary &amp; Compliance Officer</b>	<b>Promoters</b>	<b>Chief Financial Officer</b>
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<p>Ms. Akanksha Kandoi</p> <p>Phone No. : +91 22 4163 5800</p> <p>E-mail: <a href="mailto:secretarial@grihashakti.com">secretarial@grihashakti.com</a></p>	<p>SMFG India Credit Company Limited</p> <p>(Formerly Fullerton India Credit Co. Ltd.)</p> <p>Phone No: (022) 6749 1234, 41635800</p> <p>Email: <a href="mailto:secretarial@smfgindia.com">secretarial@smfgindia.com</a></p>	<p>Name: Mr. Ashish Chaudhary</p> <p>Phone No.: +91 22 4163 5800</p> <p>Email: Ashish.Chaudhary@grihashakti.com</p>
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Date: 10<sup>th</sup> September, 2024

THIS KEY INFORMATION DOCUMENT IS ISSUED IN CONFORMITY WITH THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021 DATED 9 AUGUST 2021, AS AMENDED FROM TIME TO TIME READ WITH MASTER CIRCULAR FOR ISSUE AND LISTING OF NON CONVERTIBLE SECURITIES, SECURITISED DEBT INSTRUMENTS, SECURITY RECEIPTS, MUNICIPAL DEBT SECURITIES AND COMMERCIAL PAPER DATED 22 MAY 2024, AS AMENDED FROM TIME TO TIME (“**SEBI MASTER CIRCULAR**”), THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 DATED 2 SEPTEMBER 2015, AS AMENDED FROM TIME TO TIME.

**ISSUE OF UPTO 20,000 (TWENTY THOUSAND) RATED, LISTED, SENIOR, REDEEMABLE, TRANSFERABLE, SECURED, FIXED RATE, NON CONVERTIBLE DEBENTURES OF FACE VALUE INR 1,00,000/- (RUPEES ONE LAKH ONLY) EACH, AGGREGATING TO INR 200,00,00,000/- (RUPEES TWO HUNDRED CRORES ONLY) ISSUED AT PAR/ PREMIUM (“DEBENTURES”) BY SMFG INDIA HOME FINANCE COMPANY LIMITED (FORMERLY FULLERTON INDIA HOME FINANCE CO. LTD.) ON PRIVATE PLACEMENT BASIS (THE “ISSUE”).**

PURSUANT TO THE GENERAL INFORMATION DOCUMENT DATED 5 APRIL 2024, ALL THE TERMS, CONDITIONS, INFORMATION AND STIPULATIONS CONTAINED IN THE GENERAL INFORMATION DOCUMENT, UNLESS THE CONTEXT STATES OTHERWISE OR UNLESS SPECIFICALLY STATED OTHERWISE, ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME WERE SET OUT HEREIN. INVESTORS ARE ADVISED TO REFER TO THE SAME TO THE EXTENT APPLICABLE. THIS KEY INFORMATION DOCUMENT CONTAINS DETAILS OF OFFER OF THE DEBENTURES, THE FINANCIALS OF THE ISSUER (IF THE INFORMATION PROVIDED IN THE GENERAL INFORMATION DOCUMENT IS MORE THAN SIX MONTHS OLD), ANY MATERIAL CHANGES TO THE INFORMATION PROVIDED IN THE GENERAL INFORMATION DOCUMENT AND ANY MATERIAL DEVELOPMENTS SINCE THE ISSUE OF THE GENERAL INFORMATION DOCUMENT. ACCORDINGLY, SET OUT BELOW ARE THE

ADDITIONAL/UPDATED/CHANGED INFORMATION /PARTICULARS, WHICH ADDITIONAL/UPDATED/ CHANGED INFORMATION /PARTICULARS SHALL BE READ IN CONJUNCTION WITH OTHER INFORMATION /PARTICULARS APPEARING IN THE GENERAL INFORMATION DOCUMENT. IN CASE OF ANY INCONSISTENCY BETWEEN THE TERMS OF THIS KEY INFORMATION DOCUMENT AND THE GENERAL INFORMATION DOCUMENT AND/OR THE TERMS OF KEY INFORMATION DOCUMENT AND/OR ANY OTHER TRANSACTION DOCUMENT, THE TERMS AS SET OUT IN THE KEY INFORMATION DOCUMENT SHALL PREVAIL.

THIS KEY INFORMATION DOCUMENT IS BEING UPLOADED ON THE BID BOND PLATFORM OF NATIONAL STOCK EXCHANGE ("NSE") AND THE ISSUE IS IN COMPLIANCE WITH CHAPTER VI OF SEBI MASTER CIRCULAR READ WITH THE "OPERATING GUIDELINES FOR NSE ELECTRONIC BIDDING PLATFORM" ISSUED BY NSE VIDE CIRCULAR NUMBER 07/2023 DATED 17 APRIL 2023 ("NSE EBP GUIDELINES") (THE SEBI MASTER CIRCULAR AND THE NSE EBP GUIDELINES ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OPERATIONAL GUIDELINES"), AND AN OFFER WILL BE MADE BY ISSUE OF THE GENERAL INFORMATION DOCUMENT AND THIS KEY INFORMATION DOCUMENT AFTER COMPLETION OF THE BIDDING PROCESS ON ISSUE/BID CLOSING DATE, TO SUCCESSFUL BIDDER IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANIES ACT, 2013 AND RELATED RULES.

**ISSUE SCHEDULE**

**SERIES 27 DEBENTURES**

<b>ISSUE OPENING DATE:</b> 10 <sup>th</sup> September, 2024	<b>ISSUE CLOSING DATE:</b> 10 <sup>th</sup> September, 2024	<b>DATE OF EARLIEST CLOSING OF THE ISSUE, IF ANY:</b> NA
<b>PAY-IN DATE:</b> 11 <sup>th</sup> September, 2024	<b>DEEMED DATE OF ALLOTMENT:</b> 11 <sup>th</sup> September, 2024	

The Issuer reserves the right to change the issue schedule including the relevant Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

**CREDIT RATING**

The Debentures are rated "CARE AAA/ Stable" (pronounced as CARE triple A/ Stable) rating by CARE Ratings Limited vide letter dated 03<sup>rd</sup> September 2024. The press release is annexed in Key Information Document as Annexure I. All the other ratings availed for the private placement are annexed under Annexure I in respective Rating Rationales.

**LISTING**

The Debentures are proposed to be listed on Negotiated Trade Reporting Platform of NSE. The issuer has obtained an 'in-principle' approval from the NSE for the listing. Please refer to Annexure

II of this Key Information Document for the 'in-principle' listing approval from the NSE dated 12 <sup>th</sup> April 2024.		
REGISTRAR TO THE ISSUE	DEBENTURE TRUSTEE	CREDIT RATING
 <p><b>Link Intime India Pvt. Limited</b>                  Address : C-101, 1<sup>st</sup> Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West) Mumbai – 400 083                  Contact Person: Shravani Suvre                  Tel No: +91-22-49186101                  Fax No.: +91 22 49186060                  Email: <a href="mailto:shravani.suvre@linkintime.co.in">shravani.suvre@linkintime.co.in</a>                  Website address: <a href="http://www.linkintime.co.in">www.linkintime.co.in</a></p>	 <p><b>Catalyst Trusteeship Limited</b>                  Registered Office Address:                  GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411 038                  Corporate Office Address:                  Unit No-901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai-400013                  Contact Person – Mr. Umesh Salvi, Managing Director                  Tel No: (022) 49220555                  Email: <a href="mailto:ComplianceCTL-Mumbai@ctltrustee.com">ComplianceCTL-Mumbai@ctltrustee.com</a>  <a href="http://www.catalysttrustee.com">www.catalysttrustee.com</a></p>	 <p><b>CARE Ratings Limited</b>                  Address: 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (East), Mumbai                  Phone: +91-22-6754 3456                  Fax No.: NA                  Contact person- Ashutosh Duda                  Email- <a href="mailto:ashutosh.duda@careedge.in">ashutosh.duda@careedge.in</a>                  Contact- 7048295433                  Website: <a href="http://www.careedge.in">www.careedge.in</a></p>
<p><b>ARRANGER DETAILS: NA</b></p>	<p><b>STATUORY AUDITORS</b></p> <p>Name: B. K. Khare &amp; Co,                  Chartered Accountants (Firm Registration No.: 105102W)                  Address: 706/708, Sharda Chambers, New Marine Lines, Mumbai – 400 020, India                  Tel No.: 9820069994</p>	

	Email address: info@bkkahreco.com  Contact person Ms. Padmini Khare	
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### ELIGIBLE INVESTORS

**Mutual Funds, Banks, Financial Institutions, Non-Banking Finance Companies, Corporates, Provident Funds and Pension Funds, Insurance Companies, FPIs, Foreign Institutional Investors, Qualified Foreign Investors, Qualified Institutional Buyer, Investment holding companies of high net worth individuals and any other person (not being an individual or a group of individuals) eligible to invest in the Debentures. However, the list is illustrative only. Investors are requested to check their eligibility to invest in this instrument as per rules, regulations, guidelines, statute or any government order applicable to them. Issuer has not checked the eligibility for any class of investors.**

### KEY ISSUE DETAILS

#### SERIES 27 DEBENTURES

Coupon rate: 8.07% per annum. Coupon payment frequency: Redemption Date: 10<sup>th</sup>  
Payable annually and at maturity September 2027

Redemption amount: At Par Nature and issue size: Rated, Base issue and green shoe  
(INR 1,00,000/- each) Listed, Senior, Secured, Fixed option, if any: Base issue of INR  
Rate, Redeemable, 200 Crores with nil green shoe  
Transferable, Non-Convertible option aggregating to INR 200  
Debentures issued at par/ Crores.  
premium to the Face Value

Details about underwriting of the Arranger: NA.  
issue, if applicable, including the  
amount undertaken to be  
underwritten by the underwriters:  
NA

Anchor Investors:  
  
1. ICICI Prudential Mutual  
Fund (INR 60 Crores)

**The terms and conditions, covenants and undertakings, representations and warranties, obligations of the Company, rights and obligations of the Debenture Trustee and rights of Debenture Holders shall be applicable separately in respect of the Debentures issued under each**

**of Series 27 Debentures and all references in this Key Information Document and the other Transaction Documents to the Debentures shall be construed accordingly.**

**The securities proposed to be issued does not form a part of non-equity regulatory capital of the Issuer as mentioned under Chapter V of SEBI NCS Regulations.**

**It is hereby clarified that Section 26 of the Act is not applicable to the Issue, and therefore no additional disclosures have been made in relation to Section 26 of the Act under this Key Information Document and accordingly, a copy of this Key Information Document has not been filed with the Registrar of Companies.**

### **Anchor Investors**

#### **Details of the Anchor Portion of the Issue**

Name of Anchor Investors	ICICI Prudential Mutual Fund
Anchor Portion	30% of the Base Issue size i.e. Rs. 200 Crores
Quantum of allocation to the Anchor Investors	The anchor portion of the Issue is 30 % of the base issue size of the Debentures, i.e., Rs. 200 Crores, to be allocated as follows: ICICI Prudential Mutual Fund- INR 60 Crores

There shall be no bidding for the Anchor portion on the NSE EBP Platform.

#### **DISCLAIMER CLAUSE OF THE ARRANGER (if applicable)**

The Issuer has authorized the Arranger to distribute this Key Information Document in connection with the placement of the Debentures proposed to be issued under this Issue. Nothing in this Key Information Document constitutes an offer of securities for sale in the United States or any other jurisdiction where such offer or placement would be in violation of any law, rule or regulation. The Issuer hereby declares that it has exercised due diligence to ensure complete compliance with prescribed disclosure norms in the Key Information Document.

Each person receiving this Key Information Document acknowledges that such person has not relied on the Arranger, nor any person affiliated with the Arranger, in connection with its investigation of the accuracy of such information or its investment decision, and each such person must rely on its own examination of the Issuer and the merits and risks involved in investing in the Debentures. The Arranger: (a) has no obligations of any kind to any potential investor under or in connection with any Transaction Document; (b) is not acting as trustee or fiduciary for the potential investor; and (c) is under no obligation to conduct any "know your customer" or other procedures in relation to any person on behalf of any potential investor. Neither the Arranger nor their affiliates or their respective officers, directors, partners, employees, agents, advisors or representatives are responsible for: (a) the adequacy, accuracy, completeness and/ or use of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with any Transaction Document including this Key Information Document; (b) the legality, validity, effectiveness, adequacy or enforceability of any Transaction Document or any other agreement, arrangement or

document entered into, made or executed in anticipation of or in connection with any Transaction Document; or (c) any determination as to whether any information provided or to be provided to any finance party is non-public information the use of which may be regulated or prohibited by applicable law or regulation or otherwise.

The only role of the Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Key Information Document as prepared by the Issuer. Without limiting the foregoing, the Arranger is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in the Key Information Document. The Arranger is not responsible for preparing, clearing, approving, scrutinizing or vetting the Key Information Document, nor is the Arranger responsible for doing any due-diligence for verification of the truth, correctness or completeness of the contents of the Key Information Document. The Arranger shall be entitled to rely on the truth, correctness and completeness of the Key Information Document. The Arranger is authorized to deliver copies of this Key Information Document on behalf of the Issuer to potential investors which are considering participation in the Issue and shall use this Key Information Document for the purpose of soliciting subscription(s) from potential investors in the Debentures. It is to be distinctly understood that the aforesaid use of the Key Information Document by the Arranger should not in any way be deemed or construed to mean that the Key Information Document have been prepared, cleared, approved, scrutinized or vetted by the Arranger. Nor should the contents of the Key Information Document in any manner be deemed to have been warranted, certified or endorsed by the Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the Key Information Document.

The potential investor should carefully read and retain this Key Information Document. However, the potential investors are not to construe the contents of this Key Information Document as investment, legal, accounting, regulatory or tax advice, and the potential investors should consult with their own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures. This Key Information Document is not intended to be (and should not be used as) the basis of any credit analysis or other evaluation and should not be considered as a recommendation by the Arranger that any recipient participates in the Issue or advice of any sort. It is understood that each recipient of this Key Information Document will perform its own independent investigation and credit analysis of the proposed financing and the business, operations, financial condition, prospects, creditworthiness, status and affairs of the Issuer, based on such information and independent investigation as it deems relevant or appropriate and without reliance on the Arranger or on this Key Information Document.

The Arranger has not independently verified the contents of this Key Information Document. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Arranger or any of their officers as to the adequacy, completeness or reasonableness of the information contained herein or of any further information, statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto.

Distribution of the Key Information Document do not constitute a representation or warranty, express or implied by the Arranger that the information and opinions herein will be updated at any time after the date of the Key Information Document. The Arranger does not undertake to notify any recipient of any information coming to the attention of the Arranger after the date of the Key Information Document. No responsibility or liability or duty of care is or will be accepted by the Arranger for updating or supplementing the Key

Information Document nor for providing access to any additional information as further information becomes available.

Neither the Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Key Information Document or in any other information or communications made in connection with the Debentures. The Arranger is acting for the Company in relation to the Issue of the Debentures and not on behalf of the recipients of the Key Information Document. The receipt of the Key Information Document by any recipient is not to be constituted as the giving of investment advice by the Arranger to that recipient, nor to constitute such a recipient a customer of the Arranger. The Arranger is not responsible to any other person for providing the protection afforded to the customers of the Arranger nor for providing advice in relation to the Debentures.

Each recipient of the Key Information Document acknowledges that:

- A. each recipient has been afforded an opportunity to request and to review and has received all additional information considered by the recipient to be necessary to verify the accuracy of or to supplement the information contained therein; and
- B. such recipient has not relied on the Arranger in connection with its investigation of the accuracy of such information or its investment decision.

The Arranger may purchase and hold the Debentures for their own account or for the accounts of its customers or enter into other transactions (including derivatives) relating to the Debentures at the same time as the offering of the Debentures. The Arranger may have engaged in or may in the future engage in other dealings in the ordinary course of business with the Company and / or its subsidiaries and affiliates.

The Company has prepared this Key Information Document and the Company is solely responsible for its contents. The Company will comply with all laws, rules and regulations and has obtained all governmental, regulatory and corporate approvals for the issuance of the Debentures. All the information contained in this Key Information Document has been provided by the Company or is from publicly available information and such information has not been independently verified by the Arrangers.

#### **DISCLAIMER CLAUSE OF THE COMPANY**

The Company will not create or build any sinking fund for pooling of any accrued interest or other proceeds of that nature for this issue and investor is required to conduct its own due diligence and appraisal before investing. The Company will not be responsible in any manner, whatsoever for the investment decision made by an investor. Please read the "Disclaimer" clause and other terms of this Key Information Document so as to enable the investor to take a reasoned decision.

#### **Each person receiving this Key Information Document acknowledges that:**

Such person has been afforded an opportunity to request and to review and has received all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein; and such person has not relied on any intermediary that may be associated with issuance of Debentures in connection with its investigation of the accuracy of such information or its investment



decision. The Issuer does not undertake to update the information in this Key Information Document to reflect subsequent events after the date of the Key Information Document 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 Key Information Document nor any sale 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. This Key Information Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Key Information Document in any jurisdiction where such action is required. The distribution of this Key Information Document and the offering and sale of the Debentures may be restricted by law in certain jurisdictions. Persons into whose possession this comes are required to inform them about and to observe any such restrictions. The Key Information Document is made available to investors in the Issue on the strict understanding that the contents hereof are strictly confidential.

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### **ISSUE STRUCTURE, TERMS & CONDITIONS**

Security Name (Name of the non-convertible securities which includes coupon/dividend, issuer name and maturity year)	8.07% SMFG India Home Finance Company Limited ( <i>Formerly Fullerton India Home Finance Co. Ltd.</i> ), September 2027 – Series 27 Debentures
Issuer	SMFG India Home Finance Company Limited ( <i>Formerly Fullerton India Home Finance Co. Ltd</i> )
Type of Instrument	Rated, Listed, Senior, Secured, Redeemable, Transferable, Non-Convertible Debentures on private placement basis.  (as referred to in this document, “ <b>Debentures</b> ” or “ <b>NCDs</b> ”)
Nature of Instrument (secured or unsecured)	Secured
Seniority (Senior or subordinated)	Debentures shall rank Pari Passu with the existing secured lenders/ debenture holders of the Issuer. The claims of the Debenture Holders shall be superior to the claims of investors/lenders of Tier I and Tier II Capital. For definition purpose - Tier I Capital will include equity shareholders and Tier II Capital shall include subordinated debenture holders
Eligible Investors	<p>Mutual Funds, Banks, Financial Institutions, Non-Banking Finance Companies, Corporates, Provident Funds and Pension Funds, Insurance Companies, FPIs, Foreign Institutional Investors, Qualified Foreign Investors, Qualified Institutional Buyer, Investment holding companies of high net worth individuals and any other person (not being an individual or a group of individuals). However, the list is illustrative only. Investors are requested to check their eligibility to invest in this instrument as per rules, regulations, guidelines, statute or any government order applicable to them. Issuer has not checked the eligibility for any class of investors.</p> <p>The following is an indicative list of documents, the certified true copies of which should be provided with the application:</p> <p>(i) <b>Application by Banks/ eligible FPIs</b></p> <ul style="list-style-type: none"> <li>• Memorandum and Articles;</li> <li>• resolution authorizing investment and containing operating instructions or letters of authorizations and power of attorney, if applicable;</li> <li>• specimen signatures of authorized signatories;</li> <li>• necessary form for claiming exemption from deduction of tax at source on interest, if applicable; and</li> <li>• Registration certificate as may be applicable.</li> </ul>

	<p>(ii) <b>Application by Corporate Bodies FPIs/ Trusts/ Statutory Corporations.</b></p> <ul style="list-style-type: none"><li>• Memorandum and Articles;</li><li>• Resolution authorizing investment and containing operating instructions or letters of authorizations and power of attorney, if applicable;</li><li>• specimen signatures of authorized signatories;</li><li>• necessary form for claiming exemption from deduction of tax at source on interest, if applicable; and</li><li>• Registration certificate as may be applicable.</li></ul> <p>(iii) <b>Application by Mutual Funds/ Custodians of Mutual Funds/ Insurance Companies</b></p> <ul style="list-style-type: none"><li>• SEBI registration certificate/ IRDA registration certificate, as may be applicable;</li><li>• Constitutional documents;</li><li>• resolution authorizing investment and containing operating instructions or letters of authorizations and power of attorney, if applicable;</li></ul> <p>Application form for application made by Asset Management Company or custodian of mutual fund shall clearly indicate the name of the concerned scheme for which application is being made.</p> <p>(iv) <b>Application under Power of Attorney</b></p> <p>A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signatures all of authorized signatories must be lodged along with the submission of the completed Application form. Further modifications/ additions in the power of attorney or authority should be delivered to the Issuer at Corporate Office.</p> <p>(v) <b>Central Know Your Customer Register (CKYCR)</b></p> <p>The applicants should submit the required Central KYCR documents as prescribed by the RBI along with the application forms, including FATCA declaration as applicable. Applications which are not in compliance with the above requirement shall be liable to be rejected.</p> <p>(vi) <b>PAN No:</b></p> <p>All applicants should mention their Permanent Account number (PAN) allotted under Income Tax Act, 1961 or declaration in Form 60. Applications without this will be considered incomplete and are liable to be rejected.</p>
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<p>Listing (Name of stock exchange(s) where it will be listed and timeline for listing)</p>	<p>The Issuer proposes to list the Debentures on the National Stock Exchange (Debt segment) and has received an in-principle listing approval dated 12<sup>th</sup> April 2024 from the NSE. Please refer to Annexure II of this Key Information Document.</p> <p>The Debentures are proposed to be listed on Debt segment of NSE within the prescribed timelines as per the SEBI Master Circular.</p>
<p>Rating of the instrument</p>	<p>The rating letter dated 03<sup>rd</sup> September 2024 in relating to issuance of Debentures issued by the Rating Agency (CARE Ratings Limited) 'CARE AAA/ Stable' (pronounced as CARE triple A/ Stable) rating by CARE Ratings Limited</p> <p>The Company hereby declares that the rating is valid on the date of issuance and listing of Debentures pursuant to this Key Information Document.</p> <p>Date and link of the press release: Link: 14<sup>th</sup> December 2024. Link: <a href="https://www.careratings.com/upload/CompanyFiles/PR/202312141259_SMFG_India_Home_Finance_Company_Limited.pdf">https://www.careratings.com/upload/CompanyFiles/PR/202312141259_SMFG_India_Home_Finance_Company_Limited.pdf</a></p> <p>Please refer to Annexure I for a copy of the rating letter and the press release.</p>
<p>Issue Size</p>	<p>UPTO 20,000 (TWENTY THOUSAND) RATED, LISTED, SENIOR, REDEEMABLE, TRANSFERABLE, SECURED, FIXED RATE, NON CONVERTIBLE DEBENTURES OF FACE VALUE Rs. 1,00,000/- (RUPEES ONE LAKH ONLY) EACH AGGREGATING TO Rs. 200,00,00,000/- (RUPEES TWO HUNDRED CRORES ONLY), ISSUED AT PAR/PREMIUM ("DEBENTURES") BY SMFG INDIA HOME FINANCE COMPANY LIMITED ON PRIVATE PLACEMENT BASIS (THE "ISSUE"), the Issuer reserves the right to increase or alter the Issue Size.</p> <p><b>ISSUER MAY AT FUTURE DATE/S DO FURTHER ISSUANCE/S AND /OR REISSUANCE UNDER THE ISIN CREATED IN THIS ISSUE AT ANY PRICE AND TIME AFTER THE CLOSURE OF CURRENT ISSUE. FURTHER ISSUANCES/ RE ISSUANCES CAN BE DONE IN SINGLE/MULTIPLE TRANCHES/SERIES AS MAY BE PERMITTED UNDER APPLICABLE REGULATIONS, GUIDELINES RULES ETC AND DEPENDING ON THE FUND REQUIREMENTS OF THE ISSUER FROM TIME TO TIME.</b></p>
<p>Minimum Subscription</p>	<p>100 Debentures and in multiples of 1 Debenture thereafter</p>
<p>Base Issue Size</p>	<p>INR 200 Crores</p>
<p>Option to retain oversubscription (Amount)</p>	<p>Nil</p>

Objects of the Issue/ purpose for which there is requirement of funds	For eligible end-uses allowed under the relevant regulations and applicable law for deployment of funds on the Company's own balance sheet and not to facilitate resource requests of group entities/parent company/associates. The Company shall use the proceeds from the issue of the Debentures for asset growth/ development
Details of utilization of the proceeds	For eligible end-uses allowed under the relevant regulations and applicable law for deployment of funds on the Company's own balance sheet and not to facilitate resource requests of group entities/parent company/associates.  Up to 100% of the proceeds of the Issue will be utilised for asset growth/development, to the extent permitted under the relevant regulations and Applicable Law.
Coupon/dividend rate	8.07% p.a.
Step Up/Step Down Coupon Rate	Not Applicable
Coupon/Dividend Payment Frequency	Payable annually and at maturity
Coupon / Dividend payment dates	11 <sup>th</sup> September of every year and at maturity
Cumulative / non-cumulative, in case of dividend	Not Applicable
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	Not applicable
Day Count Basis (Actual/Actual)	Actual / Actual
Interest on Application Money	At the respective coupon rate (subject to deduction of tax of source, as applicable) from the date of realization of cheque(s)/ demand draft(s) up to one day prior to the Deemed Date of Allotment
Default Interest Rate	2% p.a. over the coupon rate
Tenor	1094 days
Redemption Date	10 <sup>th</sup> September 2027
Redemption Amount	At Par - Rs. 1,00,000/- (Rupees One Lakh Only) per Debenture
Redemption Premium / Discount	Not Applicable
Issue Price	Series 27 Debentures aggregating to Rs. 150 Crores are issued at par, i.e. Rs. 1,00,000/- (Rupees One Lakh Only) per Series 27 Debenture; and  Series 27 Debentures aggregating to Rs. 50 Crores are issued at premium, i.e. Rs. 1,00,010.00 per Series 27 Debenture.

Discount at which security is issued and the effective yield as a result of such discount	Nil
Premium/ Discount at which security is redeemed and the effective yield as a result of such premium/ discount	Nil
[Put Date	Not applicable
Put Price	Not applicable
Call Date	Not applicable
Call Price	Not applicable
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	Not applicable
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	Not applicable
Face Value	Rs. 1,00,000/- (Rupees One Lakh Only) per Debenture
Minimum application and in multiples thereafter	Minimum Subscription of 100 Debentures and in multiple of 1 Debentures thereon
Issue timing	10:00am to 11:00am
[Issue Opening Date	10 <sup>th</sup> September 2024
Issue Closing Date	10 <sup>th</sup> September 2024
Date of earliest closing of the issue, if any	NA
Pay – in Date	11 <sup>th</sup> September 2024
Deemed Date of Allotment	11 <sup>th</sup> September 2024
Settlement mode of the instrument	Payment of interest and principal will be made by way of Cheques/ DD's/ electronic mode.
Depository	National Securities Depository Limited (“ <b>NSDL</b> ”) and Central Depository Services (India) Limited (“ <b>CDSL</b> ”)
Disclosure of interest/ dividend/ redemption dates	Refer Cashflow Table
Record Date	Record Date means in relation to any date on which a payment has to be made by the Issuer in respect of the Debentures, the date which is 15 (fifteen) days prior to the coupon payment date or redemption date.
All covenants of the issue (including side letters, accelerated payment clauses, etc.)	Please refer Annexure VI for details of all covenants of the Issue.
Description regarding Security (where applicable), including	<b>Security over movable assets</b>

<p>type of security (moveable/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</p>	<p>(i) For the consideration aforesaid, the Debentures and all the Amounts Outstanding, shall be <i>inter alia</i> secured by a first ranking <i>pari passu</i> charge on the Movable Property, as a primary security, pursuant to a Deed of Hypothecation. The Company shall create the Security Interest and execute the Debenture Trust Deed prior to making the listing application to stock exchange and perfect the Security Interest in accordance with the timelines provided under Applicable Law.</p> <p>(ii) The Security Interest shall be for the benefit of the Debenture Holders, as security for the repayment of all Debentures issued under Series 27 and payment of the Amounts Outstanding to the Debenture Holders and/ or the Trustee and the due performance by the Company of its obligations, covenants, conditions and stipulations under the Debenture Trust Deed, to the satisfaction of the Debenture Holders and / or the Trustee.</p> <p><b>Security over Fixed Deposits</b></p> <p>(i) The Company may at its discretion create a first ranking <i>pari passu</i> floating charge over Fixed Deposits, as secondary security for the Debentures to the extent of shortfall in Required Security Cover calculated on the basis of Movable Property (as reflected in the books of accounts of the Company).</p> <p>(ii) The value of the Fixed Deposits, if any, charged to secure the Debentures as reflected in the books of accounts of the Company will be included while calculating the Required Security Cover.</p> <p>(iii) Notwithstanding anything contained in the Debenture Trust Deed and other Transaction Documents, if at any time, the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company) is at least equal to the Required Security Cover, the Company may at its discretion, after providing a certificate from its statutory auditor confirming that the security cover is at least equivalent the Required Security Cover, seek release of the security created over the Fixed Deposits, and the Trustee shall be authorized to and shall provide the relevant release instructions and such other documents, and take such other actions as may be required to release such Security Interest (without requiring any further approval or instructions from the Debenture Holders).</p> <p>(iv) Notwithstanding anything contained in the Debenture Trust Deed and other Transaction Documents, the Debenture Holders and the Trustee acknowledge that (a) the Movable Property is the primary</p>
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security in relation to the Debentures and the Amounts Outstanding, and if the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company) is at least equal to the Required Security Cover, neither any Debenture Holder nor the Trustee shall take any action to enforce the Security Interest created over the Fixed Deposits (even if such Security Interest over Fixed Deposits has not yet been released); and (b) subject to paragraph (a) above, if the Security Interest over the Movable Property and the Fixed Deposits becomes enforceable in accordance with the terms of the Transaction Documents, Security Interest over the Movable Property shall be enforced in the first instance as the primary security, and after applying the proceeds of such enforcement, the Security Interest over the Fixed Deposits as secondary security may be enforced, to recover an amount equal to the difference in the Required Security Cover and the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company).

The Company may at its discretion or if so requested by the Trustee, furnish to the Trustee, any additional security, if the security cover over the Secured Property is less than the Required Security Cover. Upon creation of such additional security, the same shall vest in the Trustee subject to all the trusts, provisions and covenants contained in these presents.

#### **Security Cover**

- (i) The Company shall maintain a security cover over the Secured Property such that the value of the Secured Property is at least 1.00 time of the principal amount and accrued interest calculated on a proportionate basis (the "**Required Security Cover**") throughout the tenor of the Debentures. The value of the Movable Property and Fixed Deposits if any, charged for this purpose (both for initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of account of the Company. The Company shall also maintain the security over required under and calculated in accordance with the applicable regulations of SEBI and RBI including the DT-Master and the RBI Master Directions.
- (ii) The Company shall submit the certificate of a statutory auditor certifying the Required Security Cover for the said series under this Key Information Document along with the list of Movable Property and details of Fixed Deposits (if any) to the Trustee over which a first ranking *pari passu* charge has been or will be created



	<p>in favour of the Trustee (for the benefit of the Debenture Holders) as on the last day of each calendar quarter.</p> <p>(iii) The Company shall furnish: (a) a security cover certificate from statutory auditor as on the last day of every financial quarter, or as required under the applicable regulations, including the DT-Master Circular, certifying that the Required Security Cover is maintained, along with the list of Movable Property and details of Fixed Deposits (if any), forming part of the Secured Property, to the Trustee over which a first ranking <i>pari passu</i> charge has been or will be created in favour of the Trustee (for the benefit of the Debenture Holders) as on the date such certificates are submitted and in the format as laid down in the said circular or applicable regulations as amended from time to time and (b) where at the end of a financial quarter, Fixed Deposits are mentioned as a part of the list of Secured Property in the certificate provided in paragraphs (ii) and (iii)(a) above and Fixed Deposits were not a part of the list in the certificate provided for the last financial quarter, a certificate from an independent chartered accountant within 2 Business Days from the date of submission of the list of Fixed Deposits in accordance with paragraphs (ii) and (iii)(a) above, certifying that except those disclosed in the original financial statements, there are no proceedings pending before, or claims due to, any tax authority in respect of the Company which could result in the Fixed Deposits owned by the Company being or becoming subject to any tax claims pursuant to Section 281 of the Tax Act, Section 81 of the Tamil Nadu GST Act or Section 81 of the CGST Act (the “<b>CA Tax Certificate</b>”). In case where the Fixed Deposits are mentioned as a part of the list of Secured Property in the certificate provided in paragraphs above for one or more consecutive financial quarters, the Company shall also provide a CA Tax Certificate within 2 Business Days from the end of the financial half year, till the time the Fixed Deposits are mentioned as a part of the list of Secured Property in the certificates provided under paragraphs above.</p> <p>The Company shall also submit a quarterly certificate from the statutory auditor of the Company certifying (i) the Required Security Cover for the said series under this Key Information Document; (ii) compliance with all covenants with respect to the Debentures, along with half yearly financial results; and (iii) underlying loan assets forming part of the Secured Property are classified as standard in the books of the Company.</p> <p>(iv) The Company shall create the security set out above prior to listing application of the Debentures. Further, the charge created by</p>
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	<p>Company shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Company.</p> <p>For the purposes of the Key Information Document:</p> <p><b>“Movable Property”</b> means all amounts owing to, and received and/or receivable by the Company and/or any person on its behalf, all book debts, all cash flows, receivables and proceeds arising from / in connection with standard loan assets of the Company and all rights, title, interest, benefits, claims and demands whatsoever of the Company in, to or in respect of all the aforesaid assets both present and future, and excluding (i) any cash flows, receivables, proceeds, rights, interests and benefits arising from standard loan assets over which security has been released by the Debenture Trustee and the Debenture Holders in accordance with the Transaction Documents; and (ii) any exclusive security interest created for the benefit of certain governmental, regulatory or statutory authorities, or any entity incorporated by a statute, including NHB.</p> <p><b>“Fixed Deposits”</b> means rupee denominated fixed term deposit accounts opened and maintained in the name of the Company with scheduled commercial banks excluding: (i) interest on such fixed term deposit accounts; (ii) any other deposits or cash reserves made by the Company; (iii) any deposits maintained by the Company pursuant to any regulatory requirements; (iv) any deposits maintained by the Company for internal compliance purposes; (v) any deposits maintained by the Company for parking the proceeds of any debt availed by the Company pending utilization; (vi) any deposits maintained by the Company for creating debt service redemption account or similar accounts by whatever name called; (vii) any deposits provided/ to be provided by the Company in relation to securitization transactions as credit enhancement/ cash collateral, Constituent Subsidiary General Ledger (CSGL) transaction; (viii) in relation to insurance fixed deposits lien marked for the Company’s customers; (ix) any fixed deposits exclusively and bilaterally charged/ to be charged for the benefit of any lender; and (x) such other deposits as may be mutually agreed in writing between the Company and Debenture Trustee.</p>
Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the	Please refer to the ‘Description of Security’ section above.

<p>Debenture Trust Deed and disclosed in the General Information Document</p>	
<p>Transaction Documents</p>	<ol style="list-style-type: none"> <li>1. Debenture Trust Deed;</li> <li>2. Debenture Trustee Agreement;</li> <li>3. Deeds of Hypothecation;</li> <li>4. The General Information Document dated 5 April 2024</li> <li>5. This Key Information Document;</li> <li>6. Any fee letter which may be executed with an investor/ arranger</li> </ol> <p>Any other document that may be mutually designated as a transaction document by the Debenture Trustee and the Company</p>
<p>Conditions Precedent to Disbursement</p>	<p>Nil.</p>
<p>Condition Subsequent to Disbursement</p>	<p>Nil.</p>
<p>Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</p>	<p>If one or more of the events specified herein (hereinafter called the “<b>Event(s) of Default</b>”) happen(s), the Trustee may, in its discretion, and shall upon request in writing of the Debenture Holders of an amount representing not less than three-fourths in value of the nominal amount of the Debentures for the time being outstanding and 60% by number at the ISIN level or by a special resolution duly passed at the meeting of the Debenture Holders convened in accordance with the provisions set out in the Debenture Trust Deed, by a notice in writing to the Company and subject to the 45 day cure period other than payment defaults (or such other cure period as has been specifically agreed in relation to an event in the paragraphs below), declare the principal of, premium any and all interest payable if any on the Debentures to be due and payable forthwith and, subject to the Consequences of Event of Default (<i>given below</i>), the Security Interest created hereunder shall become enforceable.</p> <ol style="list-style-type: none"> <li>(i) Default is committed in payment of the principal amount of the Debentures on the due date(s) provided that where such non-payment has occurred on account of a technical error, an Event of Default would occur under this paragraph only if such default continues un-remedied for a further period of 5 Business days from the relevant due date.</li> <li>(ii) Default is committed in the payment of the interest which ought to have been paid in accordance with the terms of the Issue, provided that where such non-payment has occurred on account of a technical error, an Event of Default would occur under this paragraph only if such default continues un-remedied for a further period of 5 Business days from the relevant due date.</li> <li>(iii) Default is committed in payment within 60 days from the date of the CoC Redemption Notice of the principal amount of the</li> </ol>

	<p>Debtors, the accrued interest and all other amounts payable in respect of the relevant Debtors required to redeemed in accordance with the Transaction Documents.</p> <p>(iv) Default is committed in the performance or observance of any material covenant, condition or provision contained in these presents (other than the obligation to pay principal and interest if any) which in the reasonable opinion of the Trustee, results in a material adverse effect or puts the Security Interest of the Debenture Holders in serious jeopardy by making the Security Documents unenforceable. Provided that nothing under this paragraph shall be an Event of Default if such failure to perform/observe is capable of being remedied and is remedied within 45 days of the earlier of: (i) the Trustee giving notice of breach or failure to the Company; and (ii) the date on which the Company becomes aware of such failure or breach.</p> <p>(v) If, the Company has admitted in writing that it is unable to pay its debts as per the provisions of Applicable Law or proceedings for taking it into liquidation, whether voluntarily or compulsorily, have been admitted by the relevant adjudicating authority and an adverse order is passed against the Company.</p> <p>(vi) A 'Change of Control' Event has occurred.</p> <p>(vii) If, without the approval of the Trustees or Debenture Holders and other than as permitted herein or under the Security Documents, the Secured Property or any part thereof is sold, disposed of, charged without maintaining the Required Security Cover stipulated, encumbered or alienated without maintaining the Required Security Cover stipulated subject to the earlier charges created.</p> <p>(viii) The Company has voluntarily become the subject of proceedings under any bankruptcy or insolvency law or the Company is voluntarily dissolved for which action has not been defended by the Company after receipt of notice.</p> <p>(ix) A corporate insolvency resolution petition has been admitted by the appropriate authority against the Company under the Insolvency and Bankruptcy Code, 2016 as amended from time to time.</p> <p>(x) If a petition for winding up of the Company has been admitted or if an order of a court of competent jurisdiction is made for the winding up of the Company or a special resolution has been passed by the members of the Company for winding up of the Company, otherwise than in pursuance of a scheme of amalgamation or reconstruction previously approved in writing</p>
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	<p>by the Debenture Trustee and duly carried into effect to the conclusion without being contested by the Company.</p> <p>(xi) A receiver or a liquidator has been appointed or allowed to be appointed of all or any material part of the undertaking of the Company and the same act is not contested by the Company.</p> <p>(xii) If, an attachment or distress has been levied on the Secured Property or any part thereof or execution proceedings have been taken or commenced for recovery of any dues from the Company for which action has not been defended by the Company after receipt of notice which leads to fall in security cover below stipulated levels.</p> <p>(xiii) The Company without the consent of Debenture Holders or the Trustee ceases to carry on all of its business or any substantial part of its business or gives notice of its intention to do so as currently carried by it.</p> <p>(xiv) When an order has been made by a court or a tribunal or a special resolution has been passed by the members of the Company for winding up of the Company.</p> <p>(xv) If it becomes illegal under the laws of India to maintain the Debentures or the Company becomes obligated in any manner to withdraw the Debentures.</p> <p>(xvi) The government of India or any other relevant governmental authority nationalises, compulsorily acquires, expropriates or seizes all or any part of the business or assets of the Company.</p> <p>(xvii) If any of the Transaction Documents in relation to the Debentures are found to be invalid or unenforceable under the laws of India and the Company has not taken any action to rectify the same.</p> <p>If any Event of Default or any event of which, after the notice, or lapse of time, or both, would constitute an Event of Default has happened, the Company shall, forthwith give notice thereof to the Debenture Holders / Trustee in writing specifying the nature of such Event of Default or of such event, provided that, for the avoidance of doubt, the failure of the Company to give such notice shall not limit or affect the exercise by the Debenture Trustee and the Debenture Holders of their rights under Clause 9 and Clause 10 of the Debenture Trust Deed.</p> <p>All expenses incurred by Debenture Holders / Trustee after an Event of Default has occurred in connection with:</p> <p>a) Preservation of the Company's assets (whether then or thereafter existing); and</p>
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	b) Collection of amounts due under the Transaction Documents, shall be payable by the Company.
Creation of recovery expense fund	The Company has created the recovery expense fund (BG No. IBG112374) in accordance with Regulation 11 of the SEBI NCS Regulations in the manner as may be specified by SEBI from time to time and inform the Debenture Trustee about the same.
Conditions for breach of covenants (as specified in debenture trust deed)	<p>The Trustee shall ensure that the Company does not commit any breach of the terms of the Issue or covenants of the Debenture Trust Deed and take such reasonable steps as may be necessary to remedy any such breach.</p> <p>The Trustee shall inform the Debenture Holders immediately of any breach of the terms of the Issue or covenants of the Debenture Trust Deed.</p> <p>The Trustee may, at any time, waive on such terms and conditions as to them shall deem expedient any breach by the Company of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee in respect of any subsequent breach thereof (and consented to by the Majority Debenture Holders).</p>
Provisions related to Cross Default Clause	Nil
Role and Responsibilities of Debenture Trustee	<p>As mentioned in 'Role and Responsibilities of Debenture Trustee' section on Page 64 of the General Information Document, including:</p> <p>The Trustee shall inform the Debenture Holders immediately, and in any case within 2 Business Day, of receiving a written notice from the Company of the occurrence of a Change of Control Event.</p> <p>A copy of the Due Diligence Certificate provided by the Debenture Trustee is annexed to Annexure V of this Key Information Document.</p>
Risk factors pertaining to the issue	As mentioned in "RISKS IN RELATION TO THE DEBENTURES" on Page 22 of the General Information Document.
Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing Indian laws. Any dispute arising thereof will be subject to the non-exclusive jurisdiction of the courts at Chennai, India
Manner of bidding in the Issue i.e., open bidding or closed bidding	Open Book Bidding
Interest Rate parameter (Zero coupon, fixed coupon or floating coupon)	Fixed Coupon
Minimum Bid Lot	100 Debentures and in multiples of 1 Debenture thereafter

Bid Opening Date	10 <sup>th</sup> September 2024
Bid Closing Date	10 <sup>th</sup> September 2024
Manner of Allotment (i.e., uniform yield allotment or multiple yield allotment)	Multiple Yield Allotment
Settlement Cycle	On or before T+1; "T" being the bidding date
Manner of Settlement	Through clearing corporation
Date of Board Resolution	7 August 2024. A copy of the Board Resolution is annexed to this Key Information Document at Annexure III
Date of passing of resolution in a general meeting under Section 42 of the Act	19 June, 2024. A copy of the resolution is annexed to this Key Information Document at Annexure III
Issuance and Trading Mode	Private placement (Dematerialized form)
Series	Series 27
Principle terms of assets charged as security, if applicable	Please refer to the 'Description regarding Security' clause above.
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	NA
Justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer;	NA
The proposed time within which the allotment shall be completed	11 <sup>th</sup> September 2024
The number of persons to whom allotment on preferential basis/private placement/rights issue has already been made during the year in terms of number securities as well as price	Please see paragraph XL of the General Information Document and the corresponding paragraph in section titled 'Updates to the Disclosure in the General Information Document' below.
Proposed time schedule for which the Offer Documents are valid	The offer under this Key Information Document is valid up to and including the Issue Closure Date. No Applications shall be accepted after the Issue Closure Date.
Contributions being made by the promoters or directors either as part of the offer or	NA

separately in furtherance of such objects	
Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)	NA
Details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	Please refer details of outstanding litigation under the 'General Information Document'
The pre-issue and post-issue shareholding pattern of the Company	Not Applicable as proposed issuance is for non-convertible debentures.
Mode of Payment	As per instruction given by Stock Exchange for EBP Bidding and Settlement Mechanism.
Mode of Repayment	Repayment will be made by either DD or RTGS to the respective investor's account.
Debenture Trustee	The Issuer has received the consent of Catalyst Trusteeship Limited, to act as the Trustee on behalf of the Debenture Holders. A copy of the consent letter and due diligence certificate issued by Catalyst Trusteeship Limited is annexed to Annexure V of this Key Information Document
Legal counsel (if any)	NA
Guarantor (if any)	NA
Arrangers (if any)	NA
Merchant banker and co-managers to the Issuer (if any)	NA
Creation of Debenture Redemption Reserve (DRR)	Nil
Details about underwriting of the Issue including the amount undertaken to be underwritten by the underwriters.	NA
Business Day Convention	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.



	<p>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.</p> <p>Working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business</p>
Minimum number of NCDs to be applied for	100 Debentures and in multiples of 1 Debenture thereafter
Documentation Requirement From Investors (Specifically for the Issue)	Application Form
Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the offer and the effect of such interest in so far as it is different from the interests of other persons.	NA
[Anchor Portion	Yes
Name of Anchor Investors	1. ICICI Prudential Mutual Fund
Total Amount for Anchor Portion (not exceeding 30% of Base Issue Size)	INR 60 Crores
Non-Anchor Portion (remaining portion of Base Issue Size under non-anchor portion available for bidding on EBP)	INR 140 Crores
Quantum of allocation to the Anchor Investors	<p>The anchor portion of the Issue is 30 % of the base issue size of the Debentures, i.e. Rs. 60 Crores, to be allocated as follows:</p> <p>1. ICICI Prudential Mutual Fund: INR 60 Crores</p>
Terms for Anchor Investors	At par with Face Value of Debentures

## UPDATES TO THE DISCLOSURE IN THE GENERAL INFORMATION DOCUMENT

The information disclosed made in the General Information Document dated 5th April 2024 filed by the Company has been updated below:

### I. Expenses of the Issue:

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

Particulars	*Amount (in INR Crores)	As % of the Issue Size	As % of Total Expense to the Issue
Fees payable to lead manager (s)	Not Applicable	Not Applicable	Not Applicable
Underwriting Commission	Not Applicable	Not Applicable	Not Applicable
Brokerage Selling commission and upload fees	Not Applicable	Not Applicable	Not Applicable
Advertising and Marketing expenses	Not Applicable	Not Applicable	Not Applicable
Fees payable to legal advisors	Not Applicable	Not Applicable	Not Applicable
Fees payable to registrar of the issue and ISIN charges	0.01	0.01%	3%
Fees payable to Trustee	0.04	0.02%	12%
Fees payable to regulators including stock exchange	0.01	0.00%	3%
Expenses incurred on printing and distribution of issue stationary	Not Applicable	Not Applicable	Not Applicable
Stamp Duty	0.01	0.01%	3%
Other miscellaneous expenses	0.27	0.13%	79%
<b>Total</b>	<b>0.34</b>	<b>0.17%</b>	

\*Assuming the base issue size. The expenses are indicative and are subject to change depending on the actual level of subscription to the Issue and the number of allottees, market conditions and other relevant factors.

The following changes have been made to the Capital Structure (Authorized, Issued and Subscribed) of the Company.

### II. Capital Structure

The following changes have been made to the Capital Structure (Authorized, Issued and

Subscribed) of the Company.

**A. Capital Structure as on 31 August 2024:**

1. Authorized Share Capital: Rs. 1,500 Crore (1,500,000,000 Equity Shares of Rs. 10 each)
2. Issued and subscribed and paid up Share Capital: Rs. 341.28 Crore (34,12,82,691 Equity Shares of Rs. 10 each).
3. Share Premium account: Rs. 693.62 Crores as on 31 August 2024

Particulars	Aggregate Nominal Value (Rs. Crores)	Number of Securities
<b><u>Authorized Share Capital</u></b>		
Equity Shares	1,500.00	1,500,000,000
Preference Shares	-	-
<b><u>Issued and Subscribed Share Capital</u></b>		
Equity Shares	341.28	34,12,82,691
Preference Shares	-	-
<b><u>Issued, Subscribed and Paid-up share Capital</u></b>		
Equity Shares	341.28	34,12,82,691
Preference Shares	-	-
<b><u>Size of Present Issue</u></b>		
Non-Convertible Debentures	200	20000
(Without Green Shoe Option)		

<b><u>Paid-up Share Capital after the issue</u></b>		
Equity Shares	341.28	34,12,82,691
Preference Shares	-	-
<b><u>Paid-up Share Capital after the conversion of any convertible instruments</u></b>		
Equity Shares	NA	NA
Preference Shares	NA	NA
<b><u>Share Premium Amount before the issue</u></b>	558.67	-
<b><u>Share premium Amount after the issue</u></b>	693.62	-

**B. Changes in Capital Structure:**

**(i) Details of share capital as at last quarter end i.e., 31 August, 2024**

Share capital	Amount in Rs.
<b>Authorized share capital</b>	1500,00,00,000 (Fifteen Hundred Crores)
<b>Issued, subscribed and paid-up share capital</b>	The issued and subscribed share capital of the Company is Rs. 341.28 Crore constituting of 34,12,82,691 equity shares with face value of INR 10 each.

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

Date of allotment	No. of Equity Shares	Face value (₹)	Issue price (₹)	Consideration (cash/ other than cash)	Nature of allotment	Cumulative			Remarks
						No. of Equity Shares	Equity Share capital (₹)	Equity Share premium (₹)	
February 3, 2023	1,04,49,320	10	95.7	Cash	Right issue to SMICC	318,482,513	3,184,825,130	4,915,174,823	Right issue to SMICC
August 17, 2023	77,39,938	10	96.9	Cash	Right issue to SMICC	326,222,451	3,262,224,510	5,587,775,436	Right issue to SMICC
April 26, 2024	1,50,60,240	10	89.6	Cash	Right issue to SMICC	34,12,82,691	3,41,28,26,910	1,34,93,97,504	Right issue to SMICC

**IV. Details of the shareholding of the Company as on 31 August 2024, as per the format specified by the LODR:**

Table I - Summary Statement holding of specified securities – NA

Table II - Statement showing shareholding pattern of the Promoter and Promoter Group

Category and name of the shareholders	Entity type i.e. promoter OR promoter group entity (except	PAN	No. of shareholders	No. of fully paid-up equity shares held	Partly paid-up equity shares held	No. of shares held	Total shares held	Shareholding %	Number of voting rights held in each class of securities		No. of shares underlying outstanding convertible securities	Shareholding, as a % assuming full conversion of convertible securities	No. of locked in shares		No. of shares pledged or otherwise encumbered		No. of equity shares held in dematerialize
									No. of	Total			Non-convertible	convertible	Non-convertible	convertible	

		promoter)					ng Depository Receipts	ld	lated as per SCRR, 1957	oting rights			las a % of Total voting rights	curities (as a percentage of diluted share capital)	urities (as a percentage of diluted share capital)		of total share held	of total share held	d form	
										Class X	Class Y	Total								
1)	Indian	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	
(a)	Individuals/ Hindu undivided Family	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	
(b)	Central Government/ State Government(s)	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	
(c)	Financial Institutions/ Banks	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	
	SMFG India Credit Company Limited (Formerly Fullerton India Credit Co. Ltd.)	Promoter	AAAC D1707 C	7	34,12,82,691	Nil	Nil	34,12,82,691	100	100	NA	100	100	Nil	-	-	-	-	-	34,12,82,691

	(Including 6 Nominee shareholders)																			
(d)	Any Other (specify)	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Sub-Total (A)(1)	-	-	7	34,12,82,691	Nil	Nil	34,12,82,691	100	100	NA	100	100	Nil	-	-	-	-	-	34,12,82,691
2)	Foreign	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(a)	Individuals (Non-Resident Individuals/ Foreign individuals)	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(b)	Government	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(c)	Institutions	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(d)	Foreign Portfolio Investors	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
(e)	Any Other (specify)	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Sub-total (A)(2)	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

V. The number of persons to whom allotment on preferential basis/private placement/rights issue has already been made during the year (FY25), in terms of number of securities as well as price:

Series of NCS	ISIN	Tenor / Period of Maturity Remaining in days	Coupon	Amt outstanding	Date of allotment	Redemption Date/ Schedule	Credit rating	Secured/Unsecured	Security
Series 26	INE213W07285	46,535	8.25%	200	28-May-24	28-May-27	AAA by CRISIL	Secured	First Pari Passu charge on Receivables + Fixed Deposits as secondary security in case of shortfall
	<b>Total</b>			<b>200</b>					

**VI. List of top 10 Holders of Equity Shares of the Company as at the latest quarter end 31 August, 2024**

Sr. No.	Name of shareholders	Total no. of Equity Shares	No of Shares in demat form	Total shareholding as % of total number of equity shares
1	SMFG India Credit Company Limited (Formerly Fullerton India Credit Co. Ltd.), the holding company and its nominees*	34,12,82,691	34,12,82,691	100
	<b>Total</b>	<b>34,12,82,691</b>	<b>34,12,82,691</b>	<b>100</b>

\*including 6 shares are held by Individuals as Nominee Shareholders of M/s. SMFG India Credit



Company Limited (Formerly Fullerton India Credit Co. Ltd.)

**VII. Details of Promoters holding in the Company as on 31 August, 2024:**

Sr. No.	Name of shareholders	No. of Equity Shares	No of Shares in demat form	Amount of Paid-up Capital (in Rs.)	Shareholding (in %)
1	SMFG India Credit Company Limited (Formerly Fullerton India Credit Co. Ltd.), the holding company and its nominees*	34,12,82,691	34,12,82,691	3,41,28,26,910	100
<b>Total</b>		34,12,82,691	34,12,82,691	3,41,28,26,910	<b>100</b>

\*including 6 shares held by Individuals as Nominee Shareholders of M/s. SMFG India Credit Company Limited (Formerly Fullerton India Credit Co. Ltd.). The pre-issue and post-issue shareholding pattern of the company in the following format:

Sl. No.	Category	Pre-issue		Post-issue	
		No. of shares held	% of share holding	No. of shares held	% of share holding
<b>A</b>	<b>Promoters' holding</b>				
<b>1</b>	<b>Indian</b>				
	Individual	Nil	Nil	Nil	Nil
	Bodies corporate	34,12,82,691	100	34,12,82,691	100
	<b>Sub-total</b>	<b>34,12,82,691</b>	<b>100</b>	<b>34,12,82,691</b>	<b>100</b>
<b>2</b>	<b>Foreign promoters</b>				
	Individual	Nil	Nil	Nil	Nil
	Bodies corporate	Nil	Nil	Nil	Nil
	<b>Sub-total</b>	<b>Nil</b>	<b>Nil</b>	<b>Nil</b>	<b>Nil</b>
	<b>Sub-total (A)</b>	<b>34,12,82,691</b>	<b>100</b>	<b>34,12,82,691</b>	<b>100</b>
<b>B</b>	<b>Non-promoters' holding</b>				
<b>1</b>	<b>Institutional investors</b>	Nil	Nil	Nil	Nil
<b>2</b>	<b>Non-</b>	Nil	Nil	Nil	Nil

	<b>institutional investors</b>				
<b>3</b>	<b>Private corporate bodies</b>	Nil	Nil	Nil	Nil
<b>4</b>	<b>Directors and relatives</b>	Nil	Nil	Nil	Nil
<b>5</b>	<b>Indian public</b>	Nil	Nil	Nil	Nil
<b>6</b>	<b>Others (including Non-resident Indians (NRIs))</b>	Nil	Nil	Nil	Nil
	<b>Sub-total (B)</b>	Nil	Nil	Nil	Nil
	<b>GRAND TOTAL</b>	<b>34,12,82,691</b>	<b>100</b>	<b>34,12,82,691</b>	<b>100</b>

#### VIII. Debt Equity Ratio

The Gross Debt-Equity Ratio prior to, and after the Issue of Debentures is given below:

Particulars	Debt Equity Ratio as per Balance Sheet
Debt Equity ratio Pre-Issuance of the Debentures as on 30 <sup>th</sup> June 2024 (unaudited)	6.39
Debt Equity ratio Post Issuance of the Debentures	6.56

\*The above is calculated as per debt and equity as on 30<sup>th</sup> June 2024. The current proposed issuance of INR 200 Crores is added to debt and the above is calculated.

#### IX. Key Operational and Financial Parameters (in Rs. Crores and on standalone Basis for the preceding 3 audited years) as per IND\_AS accounting:

Particulars (Rupees in Crores)	FY 2024	FY 2023	FY 2022
BALANCE SHEET			
Assets			
Property, Plant and Equipment	18	11	3
Intangible Assets	4	3	2
Financial Assets	8519	6107	4421

Non-financial Assets excluding property, plant and equipment	141	120	104
Total Assets	8682	<b>6,240</b>	<b>4530</b>
Liabilities			
Financial Liabilities	7645	5384	3826
-Derivative financial instruments		0	0
-Trade Payables	38	40	23
-Debt Securities	2121	1680	983
-Borrowings (other than Debt Securities)	4338	3105	2579
-Subordinated liabilities	253	253	98
-Other financial liabilities	895	306	143
Non-Financial Liabilities	47	<b>279</b>	<b>230</b>
-Current tax liabilities (net)	0	0	0
-Provisions	17	12	9
-Deferred tax liabilities (net)	0	-	-
-Other non-financial liabilities	30	32	22
		43	31
Equity (Equity Share Capital and Other Equity)	990	812	673
Total Liabilities and Equity	8682	<b>6240</b>	<b>4530</b>
PROFIT AND LOSS			
Revenue from operations	1008	685	504
Other Income	1	1	0
Total Income	1009	686	504

Total Expense	885	633	481
Profit after tax for the year	93	40	17
Other Comprehensive income	-1	0	0
Total Comprehensive Income	92	40	17
Earnings per equity share (Basic)	2.87	1.3	0.55
Earnings per equity share (Diluted)	2.87	1.3	0.55
Cash Flow			
Net cash from / used in (-) operating activities	-1258	-1666	-296
Net cash from / used in (-) investing activities	-94	272	512
Net cash from / used in (-) financing activities	1617	1429	-248
Net increase/decrease (-) in cash and cash equivalents	265	35	-31
Cash and cash equivalents as per Cash Flow Statement as at end of Year	337	7175	3680
<b>Additional Information</b>			
Net worth *	967	804	669
Cash and cash equivalents	337	72	37
Loans	7965	5981	4173
Loans (Principal Amount)	7886	5928	4126
Total Debts to Total Assets	0.77	0.81	0.81
Interest Income	893	638	484
Interest Expense	517	359	273
Impairment on Financial Instruments	23.97	32	67
Bad Debts to Loans	0.00	0.02	0.01

% Stage 3 Loans on Loans (Principal Amount)	1.92	2.33	6.01
% Net Stage 3 Loans on Loans (Principal Amount)	1.07	1.2	2.86
Tier I Capital Adequacy Ratio (%)	14.24%	15.78	20.25
Tier II Capital Adequacy Ratio (%)	5.24%	6.49	4.05

\* Net worth is calculated as Shareholders Fund less prepayments

**Key Operational and Financial Parameters (In Rs. Crores and on Consolidated Basis) for the preceding 3 audited years as per IND\_AS accounting**

Note: Pursuant to Regulation 52(1) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is only required to prepare Standalone financial results during the interim periods of the financial year. Accordingly, the consolidated financial results have been presented only for the year ending March 31, 2022, March 31, 2023 and March 31, 2024.

**X. Details of the following liabilities of the Issuer, as at the preceding quarter i.e., as on 30<sup>th</sup> June 2024, or if available at a later date:**

a. Details of Outstanding Secured Loan Facilities: As mentioned in Annexure IX

Name of lender	Type of facility	Amount Sanctioned	Principal amount outstanding	Repayment date/ schedule	Security	Credit rating, if applicable	Asset classification
-	-	-	-	-	-		

b. Details of Outstanding Unsecured Loan Facilities: As mentioned in Annexure IX

Name of lender	Type of facility	Amount Sanctioned	Principal amount outstanding	Repayment date/ schedule	Credit rating, if applicable
-	-	-	-	-	

c. Details of Outstanding Non-Convertible Securities as on 30th June 2024:

Series of NCS	ISIN	Tenor / Period of Maturity	Co upon	Amt outstanding	Date of allotment	Redemption Date/ Schedule	Credit rating	Secured/ Unsecured	Security
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		Remainin g in days							
Series 9 - FD	INE213 W0709 5	404	9.2 5%	25	10- Aug- 18	08- Aug- 25	AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 12 - FD	INE213 W0712 9	227	8.6 5%	121	12- Feb- 20	12- Feb- 25	AAA by CRISIL and AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 17 - FD	INE213 W0718 6	166	8.9 2%	100.0 0	13- Dec- 21	13- Dec- 24	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 17 reissuance - FD	INE213 W0718 6	166	8.9 2%	99	23- Dec- 21	13- Dec- 24	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 18	INE213 W0719 4	327	8.1 0%	200	25- May- 22	23- May- 25	AAA by CRISIL & CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 19	INE213 W0720 2	495	8.2 0%	11.7	07- Nov- 22	07- Nov- 25	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all



Series 20	INE213 W0721 0	264	8.4 0%	350	02- Dec- 22	21- Mar- 25	AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 21 Option I	INE213 W0723 6	271	8.3 0%	75	27- Dec- 22	28- Mar- 25	AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 21 Option II	INE213 W0722 8	544	8.4 0%	100	27- Dec- 22	26- Dec- 25	AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 22	INE213 W0724 4	589	8.4 5%	75	09- Feb- 23	09- Feb- 26	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 23	INE213 W0725 1	684	8.3 5%	350	17- May- 23	15- May- 26	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 24	INE213 W0726 9	797	8.1 5%	120	05- Sep- 23	05- Sep- 26	AAA by CRISIL & CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 25	INE213 W0727 7	929	8.3 5%	425	17- Jan- 24	15- Jan- 27	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 26	INE213 W0728 5	1,06 2	8.2 5%	200	28- May- 24	28- May- 27	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
	<b>Sub total</b>			<b>2251. 7</b>					
Series 1	INE213 W0801 0	2,16 8	8.5 0%	30	08- Jun- 20	07- Jun- 30	AAA by CRISIL and CARE	UnSecured	
Series 2	INE213 W0802 8	2,37 6	7.6 3%	40	01- Jan- 21	01- Jan- 31	AAA by CRISIL and CARE	UnSecured	

Series 3	INE213 W0803 6	2,59 9	7.7 0%	25	12- Aug- 21	12- Aug- 31	AAA by CRISIL and CARE	UnSecure d	
Series 4	INE213 W0804 4	2,94 4	8.4 0%	100	22- Jul- 22	22- Jul-32	AAA by CRISIL and CARE	UnSecure d	
Series 5	INE213 W0805 1	2,96 5	8.4 0%	50	12- Aug- 22	12- Aug- 32	AAA by CRISIL and CARE	UnSecure d	
	<b>Sub total</b>			<b>245.0 0</b>					
	<b>Total</b>			<b>2,496 .70</b>					

d. Details of Commercial Paper issuances as at the end of the last quarter, i.e., as on 30 June 2024:

Series of NCS	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (Rupees in Crores)	Date of allotment	Redemption Date/ Schedule	Credit rating	Secured/ Unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
NIL										

e. List of top ten holders of non-convertible securities in terms of value (on a cumulative basis)

S N o.	Name of the holders	Category of holders	Face value of holding	Amount (Rupees in Crores)	Holding as a % of total outstanding non-convertible securities of the Issuer
1	HDFC MUTUAL FUND	Mutual Fund	100000	549	22%
2	SBI MUTUAL FUND	Mutual Fund	100000	475	19%

3	ADITYA BIRLA SUN LIFE MUTUAL FUND	Mutual Fund	100000	300	12%
4	KOTAK MAHINDRA MUTUAL FUND	Mutual Fund	100000	200	8%
5	STAR HEALTH AND ALLIED INSURANCE CO. LTD.	Insurance	1000000 100000	80 120	8%
6	STATE BANK OF INDIA	Bank Instrument	1000000	200	8%
7	NIPPON INDIAN MUTUAL FUND	Mutual Fund	1000000	120	5%
8	INDIAN OIL CORPORATION LTD (REFINERIES DIVISION) EMPLOYEES PROVIDENT FUND	Pension / Trust	1000000 100000	60 30	4%
9	ICICI PRUDENTIAL MUTUAL FUND	Mutual Fund	1000000	75	3%
10	KOTAK MAHINDRA BANK LIMITED	Bank Instrument	100000	75	3%

f. List of top ten holders of commercial papers in terms of value (in cumulative basis)

S No.	Name of the holders	Category of holder	Face value of holding	Amount (Rupees in Crores)	Holding as a % of total commercial papers outstanding of the Issuer
NIL					

g. Details of the bank fund based facilities/rest of the borrowing as on [30 June 2024] (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) from financial institutions or financial creditors:

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

h. Details of any outstanding borrowings taken/ the debt securities issued for consideration other than cash as on 30 June 2024. This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued:

- (i) in whole or part,
- (ii) at a premium or discount, or
- (iii) in pursuance of an option or

The Company has re-issued Series 17 at a discount/ premium to issue price.

**XI. Disclosures on Asset Liability Management for the latest audited financials (as on 31st March 2024)**

Sl. No.	Particulars of disclosure	Details
1.	Details with regard to lending done out of the issue proceeds of earlier issuances of debt securities (whether public issue or private placement) by the Issuer	<ul style="list-style-type: none"> <li>• Lending Policy: Refer to “Annexure XI” in General Information Document</li> <li>• Classification of loans/advances given to associate or entities/ person related to board, Key Managerial Personnel, Senior Management, promoters, etc.: - NIL</li> <li>• 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.: see paragraphs below</li> <li>• Aggregated exposure to 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: Refer to “Annexure VII” in this Key Information Document</li> <li>• Details of loans, overdue and classified as Non-performing assets (NPA): Refer to “Annexure VIII” in this Key Information Document.</li> </ul>
2.	Details of borrowings granted by the Issuer	Portfolio summary of borrowings made by the Issuer Quantum and percentage of secured vs unsecured borrowings - Refer to “Annexure IX” in this Key Information Document.
3.	Details of change in shareholding	Any change in promoters’ shareholding in the Issuer during the preceding financial year beyond the threshold prescribed by the RBI: Refer to Section V of the General Information Document.
4	Disclosure of Assets under management	Segment wise break up and type of loan Refer to X (a) & (g) below
5.	Details of borrowers	Geographical location wise: Refer to X (e) below
6.	Details of Gross NPA	Segment Wise: Refer to X (g) below
7.	Details of Assets and Liabilities	Residual maturity profile wise into several bucket:

		Refer to X (h) below
8.	Disclosure of latest ALM statements to stock exchange	Enclosed as Annexure XI of this Key Information Document.

**a) Types of loans**

**Details of types of loans as on 31<sup>st</sup> March, 2024**

Sl. No.	Types of loans	Rs. Crore
(1)	Secured	8,950.91
(2)	Unsecured	0.00
(3)	Total assets under management (AUM)*^	8,950.91

*\*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*

**b) Denomination of loans outstanding by loan-to-value:**

**Denomination of loans outstanding by loan-to-value as on 31<sup>st</sup> March, 2024**

Sl. No.	LTV (at the time of origination)	Percentage of AUM
(1)	Upto 40%	24.39%
(2)	40-50%	13.78%
(3)	50-60%	17.44%
(4)	60-70%	14.64%
(5)	70-80%	17.82%
(6)	80-90%	11.90%
(7)	>90%	0.03%
	<b>Total</b>	<b>100.0%</b>

**c) Sectoral exposure:**

**Details of sectoral exposure as on 31<sup>st</sup> March, 2024**

Sl. No.	Segment-wise break-up of AUM	Percentage of AUM
(1)	<b>Retail</b>	
A.	Mortgages (home loans and loans against property)	80.21%



B.	Gold loans	NA
C.	Vehicle finance	0.00%
D.	MFI	NA
E.	MSME	11.20%
F.	Capital market funding (loans against shares, margin funding)	0.00%
G.	Others	0.00%
<b>(2)</b>	<b>Wholesale</b>	
A.	Infrastructure	NA
B.	Real estate (including builder loans)	8.59%
C.	Promoter funding	NA
D.	Any other sector (as applicable)	NA
E.	Others	NA
	<b>Total</b>	100.0%

**d) Denomination of loans outstanding by ticket size\*:**

**Details of outstanding loans category wise as on 31<sup>st</sup> March, 2024**

<b>Sl. No.</b>	<b>Ticket size (at the time of origination)</b>	<b>Percentage of AUM</b>
(1)	Upto Rs. 2 lakh	0.36%
(2)	Rs. 2-5 lakh	3.34%
(3)	Rs. 5-10 lakh	12.78%
(4)	Rs. 10-25 lakh	42.88%
(5)	Rs. 25-50 lakh	23.45%
(6)	Rs. 50 lakh – 1 crore	7.33%
(7)	Rs. 1 – 5 crore	6.89%
(8)	Rs. 5 – 25 crore	2.97%
	<b>Total</b>	100.0%

**e) Geographical classification of borrowers:**

**Top 5 states borrower wise as on 31<sup>st</sup> March, 2024**

Sl. No.	Top 5 states	Percentage of AUM
(1)	TAMIL NADU	17.2%
(2)	MAHARASHTRA	12.3%
(3)	KARNATAKA	12.3%
(4)	RAJASTHAN	9.7%
(5)	ANDHRA PRADESH	8.2%

**f) Details of loans overdue and classified as non-performing in accordance with RBI's stipulations:**

**Movement of Gross NPA - March 2024**

Movement of gross NPA*	Rs. Crore
Opening gross NPA as on March 2023	223.89
Additions during FY 24	198.72
Reductions during FY 24	150.66
Closing balance of gross NPA as on March 2024	271.95

**Movement of provisions for NPA - March 2024**

Movement of provisions for NPA	Rs. Crore
Opening balance as on March 2023	85.89
Provisions made during FY 24	52.60
Write-off/ write-back of excess provisions during FY 24	61.04
Closing balance as on March 2024	77.44

**g) Segment-wise gross NPA**

**Segment wise gross NPA as on 31<sup>st</sup> March, 2024**

Sl. No.	Segment-wise gross NPA	Gross NPA (%)
(1)	<b>Retail</b>	
A.	Mortgages (home loans and loans against property)	2.25%
B.	Gold loans	NA
C.	Vehicle finance	0.00%
D.	MFI	NA
E.	MSME	0.08%

F.	Capital market funding (loans against shares, margin funding)	0.00%
G.	Others	0.00%
<b>(2)</b>	<b>Wholesale</b>	
A.	Infrastructure	NA
B.	Real estate (including builder loans)	0.00%
C.	Promoter funding	NA
D.	Any other sector (as applicable)	NA
E.	Others	NA
	<b>Total</b>	2.33%

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

**Residual maturity profile of assets and liabilities as on 31<sup>st</sup> March, 2024**

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 months	>3 years – 5 years	>5 years	Total
Deposit	-	-	-	-	-	-	-	-	-
Advances	155	92	96	311	515	1,632	968	4,039	7,807
Investments	208	50	0	0	0	1	1	2	262
Borrowings#	20	85	108	234	1,313	3,144	1,054	755	6,713
FCA*									
FCL*	-	-	-	-	-	-	-	-	-

**XII. A portfolio summary with regards to industries/ sectors to which borrowings have been granted by the Issuer:**

Sr. No.	Product	Nature	Mar-24 (Rupees in Crores)
1	Housing	Secured	2312
2	LAP	Secured	1197
3	Developer Funding	Secured	815
	<b>URBAN</b>		<b>4324</b>

**XIII. Quantum and percentage of secured vis-à-vis unsecured borrowings granted by the Issuer as on 31 March 2024:**

**Secured and Unsecured Borrowings (As on 31<sup>st</sup> March 2024):**

Sr. No	Instrument	Outstanding Amount (Rupees in Crores)	%
1	Secured Borrowings	6,389	96%
2	Unsecured Borrowings	245	4%
	<b>Total</b>	<b>6,634</b>	<b>100%</b>

**XIV. List of Top 10 Debenture Holders as on 30th June 2024:**

Sr. No.	Name of Debenture Holders	Amount in Crores	Holding as a % of total outstand ing non- converti ble securitie s of the Issuer
1	HDFC MUTUAL FUND	549.00	21.99%
2	SBI MUTUAL FUND	475.00	19.03%
3	ADITYA BIRLA SUN LIFE MUTUAL FUND	300.00	12.02%
4	KOTAK MAHINDRA MUTUAL FUND	200.00	8.01%
5	STAR HEALTH AND ALLIED INSURANCE CO. LTD.	200.00	8.01%
6	STATE BANK OF INDIA	200.00	8.01%
7	NIPPON INDIAN MUTUAL FUND	120.00	4.81%
8	INDIAN OIL CORPORATION LTD (REFINERIES DIVISION) EMPLOYEES PROVIDENT FUND	90.00	3.60%
9	ICICI PRUDENTIAL MUTUAL FUND	75.00	3.00%
10	KOTAK MAHINDRA BANK LIMITED	75.00	3.00%
	<b>Total</b>	<b>2,284.00</b>	

**XV. Disclosure of any other Contingent liability based on the latest audited financial statements including amount and nature of liability:**

**Contingent Liability and commitments**

The Company has assessed its obligations arising in the normal course of business, including pending litigations, proceedings pending with tax authorities and other contracts including derivative and long-term contracts. The Company does not expect the outcome of these

proceedings to have a materially adverse effect on its financial statements.

a) Contingent liabilities: As on 31 March 2024

#### Contingent Liability & Commitments

a) Contingent Liabilities

Particulars	As at	As at	As at
	31-Mar-24	31-Mar-23	31-Mar-22
	(₹ lakhs)	(₹ lakhs)	(₹ lakhs)
Guarantees	25	25	25
Contingent liability for litigations pending against the Company	110	5	4

b) Capital and other commitments

The Company is obligated under various capital contracts. Capital contracts are work/purchase orders of a capital nature, which have been committed. Further, the commitments have fixed expiration dates and are contingent upon the borrower's ability to maintain specific credit standards.

i) Estimated amount of contracts remaining to be executed on capital account and not provided for as at 31 March 2024 is ₹ 884 Lakhs (31 March 2023 is ₹ 216 Lakhs).

ii) Loans sanctioned not yet disbursed as at 31 March 2024 were ₹ 1,10,388 Lakhs (31 March 2023 were ₹ 89,533 Lakhs).

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

There is no observation with material impact on the business or profits of the Company.

Particular	As on the date of this Key Information Document	Year ended	Year ended	Year ended
		31-Mar-24 (₹ lakhs)	31-Mar-23 (₹ lakhs)	31-Mar-22 (₹ lakhs)
Amount Involved	NA	243	-	220
Amount Recovered	NA	0	13.86	48
Amount written off/provided	NA	243	-	173

Balance	NA	0	-	-
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**I. Change In Accounting Policies During Preceding Three Years And Its Effect On Profit And Reserves Of The Company**  
**Financial Results (Unaudited) with limited review report**

**For March 2024 – Financial Results (Audited)**

**FY24**

**No change**

**FY23**

**No Change**

**FY22**

**No change**

**II. Profits Of The Company, Before And After Making Provision For Tax, For The Three Financial Years Immediately Preceding The Date Of Circulation Of The General Information Document:**

Particulars	FY24	FY23	FY 22
Profit before Tax	124	54	22.61
Profit after Tax	93	40	16.86

**III. Dividend declared by the Company and interest coverage ratio (Cash profit after tax plus interest paid/ interest paid)**

Year	Dividend declared	Interest coverage ratio	Cash profit before Interest tax(INR Crs) after	Interest paid (INR Crs)
<b>2024</b>	NIL	NA	652	517
<b>2023</b>	Nil	NA	442	359
<b>2022</b>	Nil	NA	330	273

**XVII. Related Party Transaction entered during the preceding three financial years and current financial year with regard to loans made or, guarantees given or securities provided.**

Nature of Transaction	March'24
Equity investment made by the parent company	

SMFG India Credit Co. Ltd. (formerly <i>Fullerton India Credit Co. Ltd.</i> )	7,500
<b>Income as per Resource sharing agreement</b>	
SMFG India Credit Co. Ltd. (formerly <i>Fullerton India Credit Co. Ltd.</i> )	89
<b>Issue of Share capital (including securities premium) to</b>	
SMFG India Credit Co. Ltd. (formerly Fullerton India Credit Co. Ltd.)	-
<b>Expense as per Resource sharing agreement*</b>	
SMFG India Credit Co. Ltd. (formerly <i>Fullerton India Credit Co. Ltd.</i> )	3,058
<b>Transfer of standard assets through assignment to parent company</b>	
SMFG India Credit Co. Ltd. (formerly Fullerton India Credit Co. Ltd.)	32,520
<b>Corporate Guarantee obtained for NHB refinance</b>	30,000
<b>Commitment Charges on Committed lines provided by parent Company</b>	
SMFG India Credit Co. Ltd. (formerly Fullerton India Credit Co. Ltd.)	186
Remuneration to Company's Key Management Personnel	March'24
Salary, bonus and allowances (including short term benefits)	
Mr. Deepak Patkar	377
Mr. Ashish Chaudhary	86
Mr. Jitendra Maheswari	56
Director's sitting fees	
Ms. Sudha Pillai	23
Mr. Radhakrishnan Menon	16
Ms. Sunita Sharma	-
Ms. Dakshita Das	23
Director's Commission	

Ms. Sudha Pillai	33
Mr. Radhakrishnan Menon	33
Ms. Sunita Sharma	-
Ms. Dakshita Das	33

**XVIII. Details regarding auditors of the Issuer:**

Details of Auditors of the Issuer:

Name of the Auditor	Address	Date of Appointment
B. K. Khare & Co, Chartered Accountants (Firm Registration No.: 105102W)	<p>B. K. Khare &amp; Co, Chartered Accountants (Firm Registration No.: 105102W)</p> <p>Address: 706/708, Sharda Chambers, New Marine Lines, Mumbai – 400 020, India</p> <p>Tel No.: 9820069994</p> <p>Email address: info@bkkahreco.com</p> <p>Contact person Ms. Padmini Khare</p>	<p style="text-align: center;">19<sup>th</sup> June, 2024</p> <p>Appointment done in Annual General Meeting dated 19<sup>th</sup> June, 2024</p>

Details of change in auditors for preceding three financial years and current financial year:

Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
M.P. Chitale & Co., Chartered Accountants	Hamam House, Ambalal Doshi Marg, Fort, Mumbai-400001	6 <sup>th</sup> September, 2021  (Appointment done in AGM dated 6 <sup>th</sup> September, 2021)	-	
M.P. Chitale & Co., Chartered Accountants	Hamam House, Ambalal Doshi Marg, Fort, Mumbai-	-	19 June, 2024	-



	400001			
B. K. Khare & Co, Chartered Accountants	706/708, Sharda Chambers, New Marine Lines, Mumbai – 400 020, India	19 June, 2024  (Appointment done in AGM dated 19 June, 2024)	-	-

**I. Name and Address of the Directors as on date**

Sr. No.	Name	Address	Designation	DIN	Occupation
1.	Mr. Colathur Narayanan Ram	2 <sup>nd</sup> Floor, Waheeda 19, Nargis Dutt Road, Pali Hill, Bandra West, Mumbai - 400050	Chairman, Additional Director (Non-Executive, Independent Director)	00211906	MD&CEO, FYNDNA TECHCORP Private Limited
2.	Mr. Shantanu Mitra	Flat No. 901/902, 9 <sup>th</sup> Floor, Raheja Atlantis, C- Wing, Ganpat Rao Kadam Marg, Lower Parel - West, Mumbai – 400013	Non-Executive Director	03019468	Employment
3.	Mr. Deepak Patkar	B 2001 Oberoi Exquisite, Off Western Express Highway, Goregaon East, Near Oberoi, International School, Mumbai, Mumbai Suburban, Maharashtra - 400063	Managing Director & CEO	09731775	Employment
4.	Mr. Radhakrishnan B. Menon	C/O Balakrishna Menon, Villa – 96, Adarsh Vista, Basavanagar, Bengaluru - 560037 Karnataka	Independent Director	01473781	Professional
5.	Ms. Dakshita Das	C/o Devendra Singh, Flat No. 4092, First Floor with Scooter Garage, Sector D Pocket 4, Vasant Kunj, New Delhi, Delhi, Delhi 110070	Independent Director	07662681	Retired Civil Servant

**II. Details of the current Directors of the Company as on date**

Name, Designation and DIN	Age	Address	Date of appointment	Details of other directorship
Mr. Colathur Narayanan Ram  Designation: Chairman, Additional Director (Non-Executive, Independent Director)  DIN: 00211906	67	2 <sup>nd</sup> Floor, Waheeda 19, Nargis Dutt Road, Pali Hill, Bandra West, Mumbai - 400050	20/08/2024	Public Companies: SMFG India Credit Company Limited (Formerly Fullerton India Credit Co. Ltd.) <u>SBI Funds Management Limited</u> <u>Aditya Birla Health Insurance Company Limited</u>  Private Company: Perfios Software Solutions Private Limited FYNDNA Techcorp Private Limited
Mr. Shantanu Mitra  Designation: Non-executive Director  DIN: 03019468	69	Flat No. 901/902, 9 <sup>th</sup> Floor, Raheja Atlantis, C- Wing, Ganpat Rao Kadam Marg, Lower Parel-West, Mumbai – 400013	22/12/2021	Public Companies: SMFG India Credit Company Limited (Formerly Fullerton India Credit Co. Ltd.) Private Company: NIL
Mr. Deepak Patkar  Designation: Managing Director & CEO  DIN: 09731775	51	B 2001 Oberoi Exquisite, Off Western Express Highway, Goregaon East, near Oberoi, International School, Mumbai, Mumbai Suburban, Maharashtra – 400063	2/2/2023	Public Companies: NIL Private Companies: NIL
Mr. Radhakrishnan B. Menon  Designation: Independent Director  DIN: 01473781	69	C/O Balakrishna Menon, Villa – 96, Adarsh Vista, Basavanagar, Bengaluru - 560037 Karnataka	22/12/2021	Public Companies: NIL  Private Companies: Infiiloom India Private Limited LBW Consulting Private Limited

Ms. Dakshita Das  Designation: Independent Director  DIN: 07662681	62	C/o Devendra Singh, Flat No. 4092, First Floor with Scooter Garage, Sector D Pocket 4, Vasant Kunj, New Delhi, Delhi-110070	20/01/2023	Public Companies : SMFG India Credit Company Limited (Formerly Fullerton India Credit Co. Ltd.) NSE Indices Limited Protium Finance Limited Private Companies: NIL
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There are no directors who are appearing in the RBI's defaulters list or ECGC default list.

**III. Details of change in directors in the preceding three financial years and current financial year**

Name Designation and DIN	Date of appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
Dr. Milan Shuster  Designation: Independent Director  DIN: 07022462	15-Jan-2016		22-Dec-2021	Nil
Mr. Anindo Mukherjee  Designation: Chairman, Non- Executive Director  DIN: 00019375	13-Dec-2017		22-Dec-2021	Nil
Ms. Rajashree	30-Oct-2018		15-Jan-2021	Nil

Name Designation and DIN	Date of appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
<p>Nambiar</p> <p>Designation: Non-Executive Director</p> <p>DIN: 06932632</p>				
<p>Mr. Pavan Kaushal</p> <p>Designation: Non-Executive Director</p> <p>DIN: 07117387</p>	15-Jan-2021		31-May-2022	<p>Appointed Additional Director in Non- executive capacity w.e.f. 15<sup>th</sup> January, 2021 and Change in designation from Additional Director to Non-Executive Director w.e.f. 06<sup>th</sup> September, 2021.</p> <p>Further He resigned as a Non-Executive Director of the Company due to attaining superannuation from SMICC, Holding Company.</p>
<p>Mr. Shantanu Mitra</p> <p>Designation: Non-Executive Director</p> <p>DIN: 03019468</p>	22-Dec-2021			<p>Appointed Chairman, Non-Executive Director of the Company w.e.f. 22<sup>nd</sup> December, 2021</p> <p>Ceased to be Chairman of the Company w.e.f. 20<sup>th</sup> August, 2024</p>

Name Designation and DIN	Date of appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
<p>Mr. Radhakrishnan B. Menon</p> <p>Designation: Independent Director</p> <p>DIN: 01473781</p>	22-Dec-2021			<p>Appointed Independent Director of the Company w.e.f. 22<sup>nd</sup> December, 2021</p>
<p>Mr. Ajay Pareek</p> <p>Designation: Non-Executive Director</p> <p>DIN: 08134389</p>	22-Dec-2021	-	19-Aug-2024	<p>Appointed Non-Executive Director of the Company w.e.f. 22<sup>nd</sup> December, 2021.</p> <p>Further, he resigned from the board with w.e.f. close of business hours 19<sup>th</sup> August, 2024.</p>
<p>Mr. Rakesh Makkar,</p> <p>Designation: CEO &amp; Whole- Time Director</p> <p>DIN: 01225230</p>	29-Jan-2018		15-Mar-2022	Nil
<p>Ms. Sunita Sharma</p> <p>Designation: Independent Director</p> <p>DIN: 02949529</p>	26-Apr-2022		24-Nov-2022	<p>Appointed Additional Director in an Independent Director of the Company w.e.f. 26<sup>th</sup> April, 2022 and Change in designation from Additional Director</p>

Name Designation and DIN	Date of appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
				<p>to Non-Executive Director w.e.f. 20<sup>th</sup> September, 2022.</p> <p>Further she resigned from the board with w.e.f. 24<sup>th</sup> November 2022.</p>
<p>Ms. Dakshita Das</p> <p>Designation: Independent Director</p> <p>DIN: 07662681</p>	<p>20- Jan-2023</p>			<p>Appointed Additional Director in (Non- executive, Independent) capacity w.e.f. 20<sup>th</sup> January, 2023 and Change in designation from Additional Director to Independent Director w.e.f. 2<sup>nd</sup> February, 2023.</p>
<p>Mr. Deepak Patkar</p> <p>Designation: Managing Director &amp; CEO</p> <p>DIN: 09731775</p>	<p>2- Feb-2023</p>			<p>Appointed as Managing Director &amp; CEO w.e.f. 2<sup>nd</sup> February, 2023</p>
<p>Ms. Sudha Pillai</p> <p>Designation: Independent Director</p> <p>DIN: 02263950</p>	<p>21-Aug-2019</p>	<p>20-Aug-2024</p>	<p>-</p>	<p>Ms. Sudha Pillai ceased to be an Independent Director of the Company due to completion of her tenure w.e.f. close of business hours of 20<sup>th</sup> August, 2024.</p>

Name Designation and DIN	Date of appointment	Date of Cessation, if applicable	Date of resignation, if applicable	Remarks
Mr. Colathur Narayanan Ram  Designation: Chairman, Additional Director (Non-Executive, Independent Director)  DIN: 00211906	20-Aug-2024	-	-	Appointed as Chairman, Additional Director (Non-Executive, Independent Director) w.e.f. 20 <sup>th</sup> August, 2024

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

Remuneration payable or paid to a director by the Issuer, its subsidiary or associate company, shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis.



Sr. No	Name of the director	Remuneration payable or paid by the Company, its subsidiary or associate company				Shareholding in the Company, its subsidiaries and associate company (on a fully diluted basis)			
		For current year till 31 August, 2024	For Year ended March 31, 2024**	For Year ended March 31, 2023*	For year ended March 31, 2022	For current year till 31 August, 2024	For Year ended March 31, 2024	For Year ended March 31, 2023	For Year ended March 31, 2022
1	Mr. Deepak Patkar <sup>12</sup>	2,56,80,721	3,76,70,735	2,534,205	NA	1	1	1	1
2	Mr. Anindo Mukherjee <sup>6</sup>	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
3	Ms. Rajashree Nambiar <sup>2</sup>	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL
4	Mr. Rakesh Makkar <sup>10</sup>	NIL	NIL	NIL	9,58,81,367	NA	NA	NA	NA
5	Dr. Milan Shuster <sup>5</sup>	NIL	NIL	NIL	9,60,000	NIL	NIL	NIL	NIL
6	Ms. Sudha Pillai <sup>1</sup>	7,90,000	4,080,000	30,90,000	15,80,000	NIL	NIL	NIL	NIL
7	Mr. Ajay Pareek <sup>3</sup>	NIL	NIL	NIL	NIL	1	1	1	NIL
8	Mr. Shantanu Mitra <sup>4</sup>	NIL	NIL	NIL	NIL	1	1	1	1
9	Mr. Pavan Kaushal <sup>8</sup>	NIL	NIL	NIL	NIL	NA	NA	NA	1

10	Mr. Radhakrishnan B. Menon <sup>7</sup>	5,80,000	3,450,000	28,80,000	4,10,000	NIL	NIL	NIL	NIL
11	Ms. Sunita Sharma <sup>9</sup>	NIL	1,600,000	22,80,000	NIL	NIL	NIL	NIL	NIL
12	Ms. Dakshita Das <sup>11</sup>	7.90,000	41,50,000	7,10,000	NIL	NIL	NIL	NIL	NIL
13	Mr. Colathur Narayanan Ram <sup>13</sup>	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

<sup>1</sup>Ms. Sudha Pillai Appointed w.e.f. 21 August, 2019 and resigned w.e.f. 20 August, 2024

<sup>2</sup>Ms. Rajashree Nambiar appointed w.e.f. 30 October, 2018 and resigned w.e.f. 15 January, 2021

<sup>3</sup>Mr. Ajay Pareek was appointed Non-Executive Director of the Company w.e.f. 22<sup>nd</sup> December, 2021 and resigned w.e.f. 19 August, 2024

<sup>4</sup>Mr. Shantanu Mitra was appointed Chairman, Non-Executive Director of the Company w.e.f. 22<sup>nd</sup> December, 2021

<sup>5</sup>Dr. Milan Shuster resigned w.e.f. 22<sup>nd</sup> December, 2021

<sup>6</sup> Mr. Anindo Mukherjee resigned w.e.f. 22<sup>nd</sup> December, 2021

<sup>7</sup> Mr. Radhakrishnan B. Menon appointed w.e.f. 22<sup>nd</sup> December, 2021

<sup>8</sup>Mr. Pavan Kaushal appointed w.e.f. 15 January, 2021 and resigned w.e.f. 31<sup>st</sup> May, 2022

<sup>9</sup>Ms. Sunita Sharma appointed w.e.f. 26 April, 2022, and resigned w.e.f. November 24, 2022.

<sup>10</sup> Mr. Rakesh Makkar ceased to be a director w.e.f. 15<sup>th</sup> March, 2022

<sup>11</sup>Ms. Dakshita Das appointed w.e.f. 20 January 2023.

<sup>12</sup>Mr. Deepak Patkar has been appointed as Managing Director and CEO w.e.f. 2<sup>nd</sup> February, 2023.

<sup>13</sup>Mr. Colathur Narayanan Ram has been appointed as an Additional Director (Non-Executive, Independent) with effect from 20 August 2024.

\* Commission/remuneration paid to Independent Directors for FY 2022-23 in FY 2023-24 was also included.

\*\*Commission/remuneration paid to Independent Directors for FY 2023-24 in FY 2024-25 was also included.

# Please note that, Board has approved through its circular resolution dated 26 April, 2022 for revision in the sitting fees caps to Independent Directors with effect from 1 April, 2021, as under:

- From INR 50,000/- to INR 70,000/- for attending every meeting of the Committees of the Board
- From INR 75,000/- to INR 100,000/- for attending every Board meeting and other statutory meetings.

**XX.** Update to clause kk. on Page 78 of GID:

Company Secretary and Compliance Officer

In case of any pre-issue/ post-issue related problems such as non-receipt of Letters of Allotment/ refund orders etc., the Investors are requested to contact the compliance officer.

Ms. Akanksha Kandoi  
Company Secretary & Compliance Officer  
Inspire BKC, Unit No. 503 & 504, 5<sup>th</sup> Floor, Main Road, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai – 400051  
Tel: +91 22 4163 5800  
E-mail: secretarial@grihashakti.com

Note: Ms. Akanksha Kandoi (Membership No. F6883) has been appointed as the Company Secretary and SEBI Compliance Officer (designated as a Key Managerial Personnel) of the Company with effect from 8 August, 2024. Consequent to the said appointment, Mr. Jitendra Maheshwari, who was appointed for an interim period as the Company Secretary and Compliance Officer, ceased to hold office from the close of business hours on 7 August, 2024..

## **II. DECLARATION BY DIRECTORS**

Mr. Deepak Patkar, Managing Director and CEO, is authorized by the Board of Directors of the Company vide its resolution dated 7 August, 2024 to sign this form and declare that all the requirements of the Act and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with and declares to the best of the knowledge that:

- a. the Issuer has complied with the relevant provisions of the Securities Contracts (Regulation) Act, 1956(SCRA), Securities and Exchange Board of India Act, 1992, the Act and the rules and regulations made thereunder;
- b. the compliance with the Act and the rules and regulations does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government;
- c. the monies received under the offer shall be used only for the purposes and objects indicated in this Key Information Document; and
- d. whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

Date: 10/09/2024  
Place: Mumbai

For SMFG India Home Finance Company Limited  
(Formerly Fullerton India Home Finance Co. Ltd.)



*Stephen Wilson*

*[Signature]* SD/-  
Authorized Signatory

*Am*



### ILLUSTRATION OF DEBENTURE CASH FLOWS

Series Name	<b>Series 27 Debentures</b>
Face Value (per security)	Rs 1,00,000/-
Issue Size (Rs.)	Rs. 200 Crores
Issue Price	Series 27 Debentures aggregating to Rs. 150 Crores are issued at par, i.e. Rs. 1,00,000/- (Rupees One Lakh Only) per Series 27 Debenture; and  Series 27 Debentures aggregating to Rs. 50 Crores are issued at premium, i.e. Rs. 1,00,010.00 per Series 27 Debenture.
Residual Tenor in Days	1094 days
Redemption Date	10 <sup>th</sup> September 2027
Coupon Rate	8.07%
Interest Payment	Payable annually and at maturity
Redemption/Maturity Value	At Par
Day Count Convention	Actual/Actual

#### Cash flow per NCD (Face value: INR 100,000/-)

Cash flows	Due Date	Payment date as per holiday convention	No of days in coupon period	Amount in Rs.
Allotment	Wed, Sep 11, 2024	Wed, Sep 11, 2024	-	-1,00,000
1st Coupon	Thu, Sep 11, 2025	Thu, Sep 11, 2025	365	8,070
2nd Coupon	Fri, Sep 11, 2026	Fri, Sep 11, 2026	365	8,070
3rd Coupon	Fri, Sep 10, 2027	Fri, Sep 10, 2027	364	8,048
Redemption Date	Fri, Sep 10, 2027	Fri, Sep 10, 2027	-	1,00,000

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.

Working day shall mean:

- (i) in relation to announcement of bid or issue period, a day, other than Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business;
- (ii) in relation to time period between the Issue closing date and the listing of the Debentures on the Exchange, a day on which NSE is open for trading, other than Saturdays, Sundays and bank holidays, as specified by SEBI; and
- (iii) in all other cases, a day on which commercial banks in Mumbai are open for general business in Mumbai.

**ANNEXURE I**  
**Rating Letter & Rating Rationale & Press Release**



No. CARE/HO/RL/2024-25/2356

**Shri Rachit Gupta**  
Head – Treasury  
SMFG India Home Finance Company Limited  
2nd North Avenue, Maker Maxity, Floor 10,  
BKC, Bandra (East),  
Mumbai  
Maharashtra 400051



September 03, 2024

**Confidential**

Dear Sir,

**Credit rating for Non-Convertible Debentures and Subordinate Debt**

Please refer to our letter no. CARE/HO/RL/2024-25/1797 dated July 02, 2024, and your request for revalidation of the rating assigned to the NCD and Subordinate debt of your company, for a limit of Rs.3,417.00 crore.

2. The following rating(s) have been reviewed:

Sr. No.	Instrument	Amount (₹ crore)	Rating <sup>1</sup>	Rating Action
1.	Non-Convertible Debentures	146.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Reaffirmed
2.	Non-Convertible Debentures	1,471.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Reaffirmed
3.	Non-Convertible Debentures	1,000.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Reaffirmed
4.	Subordinate Debt	300.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Reaffirmed
5.	Subordinate Debt	500.00	CARE AAA; Stable (Triple A; Outlook: Stable)	Reaffirmed

<sup>1</sup>Complete definitions of the ratings assigned are available at [www.careedge.in](http://www.careedge.in) and in other CARE Ratings Ltd.'s publications.

CARE Ratings Limited

4th Floor, Godrej Coliseum, Somaiya Hospital Road, Off Eastern Express Highway, Sion (East), Mumbai  
Phone: +91-22-6754 3456 • [www.careedge.in](http://www.careedge.in)

CIN-L67190MH1993PLCO71691



3. Please arrange to get the rating revalidated, in case the proposed issue is not made within six months from the date of this letter.
4. Please inform us the below-mentioned details of issue immediately, but not later than 7 days from the date of placing the instrument:

Instrument type	ISIN	Issue Size (Rs cr.)	Coupon Rate	Coupon Payment Dates	Terms of Redemption	Redemption date	Name and contact details of Trustee/IPA	Details of top 10 Investors
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5. CARE Ratings Ltd. reserves the right to undertake a surveillance/review of the rating from time to time, based on circumstances warranting such review, subject to at least one such review/surveillance every year.
6. CARE Ratings Ltd. reserves the right to revise/reaffirm/withdraw the rating assigned as a result of periodic review/surveillance, based on any event or information which in the opinion of CARE Ratings Ltd. warrants such an action. In the event of failure on the part of the entity to furnish such information, material or clarifications as may be required by CARE Ratings Ltd. so as to enable it to carry out continuous monitoring of the rating of the debt instruments, CARE Ratings Ltd. shall carry out the review on the basis of best available information throughout the life time of such instruments. In such cases the credit rating symbol shall be accompanied by "ISSUER NOT COOPERATING". CARE Ratings Ltd. shall also be entitled to publicize/disseminate all the aforementioned rating actions in any manner considered appropriate by it, without reference to you.
7. Our ratings do not factor in any rating related trigger clauses as per the terms of the facility/instrument, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and if triggered, the ratings may see volatility and sharp downgrades.
8. Users of this rating may kindly refer our website [www.careedge.in](http://www.careedge.in) for latest update on the outstanding rating.
9. CARE Ratings Ltd. ratings are **not** recommendations to buy, sell, or hold any securities.

If you need any clarification, you are welcome to approach us in this regard.

Thanking you,  
 Yours faithfully,

CARE Ratings Limited

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 Phone: +91-22-6754 3456 • [www.careedge.in](http://www.careedge.in)

CIN-L67190MH1993PLC071691





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Encl.: As above

Disclaimer

The ratings issued by CARE Ratings Limited are opinions on the likelihood of timely payment of the obligations under the rated instrument and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. These ratings do not convey suitability or price for the investor. The agency does not constitute an audit on the rated entity. CARE Ratings Limited has based its ratings/outlooks based on information obtained from reliable and credible sources. CARE Ratings Limited does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions and the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CARE Ratings Limited have paid a credit rating fee, based on the amount and type of bank facilities/instruments. CARE Ratings Limited or its subsidiaries/associates may also be involved with other commercial transactions with the entity. In case of partnership/proprietary concerns, the rating /outlook assigned by CARE Ratings Limited is, inter-alia, based on the capital deployed by the partners/proprietor and the current financial strength of the firm. The rating/outlook may undergo a change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor in addition to the financial performance and other relevant factors. CARE Ratings Limited is not responsible for any errors and states that it has no financial liability whatsoever to the users of CARE Ratings Limited's rating. Our ratings do not factor in any rating related trigger clauses as per the terms of the facility/instrument, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and if triggered, the ratings may see volatility and sharp downgrades.

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CIN-L67190MH1993PLC071691

**SMFG India Home Finance Company Limited**  
 December 14, 2023

Facilities/Instruments	Amount (₹ crore)	Rating <sup>1</sup>	Rating Action
Long Term Bank Facilities	11,000.00	CARE AAA; Stable	Reaffirmed
Long Term Instruments – Subordinate Debt	300.00	CARE AAA; Stable	Assigned
Long Term Instruments – Subordinate Debt	500.00	CARE AAA; Stable	Reaffirmed
Non-Convertible Debentures	1,000.00	CARE AAA; Stable	Assigned
Non-Convertible Debentures	1,471.00	CARE AAA; Stable	Reaffirmed
Non-Convertible Debentures	146.00	CARE AAA; Stable	Reaffirmed
Commercial Paper	500.00	CARE A1+	Reaffirmed

Details of instruments/facilities in Annexure-1.

**Rationale and key rating drivers**

The ratings assigned to SMFG India Home Finance Company Limited (SMHFC; formerly Fullerton India Home Finance Company Limited) continue to drive strength from its strong linkages with the Sumitomo Mitsui Financial Group through its immediate parent, SMFG India Credit Company Limited (SMICC; formerly Fullerton India Credit Company Limited; rated CARE AAA/Stable). CARE Ratings Limited (CARE Ratings) understands from the management that the investment in SMICC by SMFG is long term in nature.

SMFG is a Japanese multinational banking and financial services institution with an asset size of ₹167 lakhs crores as on March 31, 2023. The group operates in the retail, corporate, and investment banking segments worldwide. India remains one of the key target markets with respect to SMFG's multi-franchise strategy in Asia. Hence, SMHFC is strategically important to SMFG and SMICC, as it will help SMFG tap growth opportunities in India's growing housing market. Therefore, in our view support from SMFG to SMHFC through SMICC both, in terms of capital and managerial expertise, is expected to be forthcoming as and when required. CARE Ratings believes that the recent change in the name of the company also reflects the strong association with SMFG. Furthermore, the ratings continue to factor in SMHFC's diversified funding profile, adequate capitalisation and liquidity position, but remains constrained on account of the company's moderate scale of operations, moderate asset quality metrics and low vintage.

**Rating sensitivities: Factors likely to lead to rating actions**

**Positive factors - Not applicable**

**Negative factors - Factors that could, individually or collectively, lead to negative rating action/downgrade:**

- Material dilution in the ownership of, expected support from, and strategic importance to, SMICC or the SMFG group.
- Any negative rating action on the parent company, SMICC (rated 'CARE AAA; Stable').
- Deterioration in the asset quality on a sustained basis and/or deterioration in the profitability, leading to losses on a sustained basis.

**Analytical approach:**

The rating is based on the standalone assessment of SMHFC along with factoring in its linkage with its immediate parent, SMICC, and benefits derived thereon with demonstrated and expected support from the ultimate parent, Sumitomo Mitsui Financial group.

<sup>1</sup>Complete definition of the ratings assigned are available at [www.careedge.in](http://www.careedge.in) and other CARE Ratings Ltd.'s publications

**Outlook: Stable**

The 'Stable' outlook factors in the continued support from the promoter, growth in scale of operations, improvement in financial metrics and adequate liquidity profile.

**Detailed description of the key rating drivers:**

**Key strengths:**

**Strong promoter group with demonstrated and expected support, business synergies and a common brand**

SMHFC is a wholly owned subsidiary of SMICC, which in turn, is 74.9% held by SMFG. By virtue of the parent-subsidary relationship, it benefits from synergies in the form of managerial, operational, and business support from the parent. SMFG sees various growth opportunities in India's financial services segment, particularly in the mass market retail SME or housing space, and therefore both, SMICC and SMHFC are expected to play a strategically important role in furthering SMFG's objective in the near term. CARE Ratings understands that support from SMFG in the form of capital or liquidity will be forthcoming as and when required in SMICC and SMHFC. SMHFC is also expected to benefit from synergies arising out of the immediate parent's domain knowledge and experience in lending towards secured and unsecured segments, risk management systems, in addition to the shared branch network. The immediate parent, SMICC, has supported SMHFC through regular capital infusions (₹883 crore since FY15) with ₹75 crores in August, 2023 and ₹100 crore of infusion in FY23. Additionally, SMICC has provided SMHFC with a committed line of credit of ₹250 crore. SMHFC has benefited from its parent through overall governance framework, management support, and regular capital infusion to support growth.

**Experienced management team**

SMHFC derives benefits from experience management along with synergies with SMFG. The board of SMHFC is headed by Mr Shantanu Mitra. He is the Chief Executive Officer and Managing Director of SMICC, associated with the group since 2010. He has over 40 years of experience in financial services, with over 20 years at Standard Chartered Bank and Citibank, where he had stints in India and Singapore. Mr Deepak Patkar has been recently appointed as the CEO and MD of SMHFC. He has over 25 years of experience in various leadership roles spanning risk management, sales distribution and collections. Mr Ashok Patil, with over 20 years of experience in policy formulation, risk analytics, portfolio management, credit underwriting and collection strategy across a diversified retail, SME and rural lending portfolio has been brought in the position of Chief Risk Officer.

**Adequate capitalisation**

For SMHFC, the tangible net-worth (TNW) continues to be comfortable at ₹757 crores as on March 31, 2023, as compared to ₹605 crores as on March 31, 2022, primarily driven by equity infusion of ₹100 crore by SMICC and positive internal accruals during the period as the entity reported profit after tax (PAT) of ₹41 crore during FY 2023. The most recent capital infusion was made in August, 2023 of Rs. 75 crores. Since inception the aggregated capital infused amounted to Rs. 883 crores, majority of which was infused post 2019. Although, on a leverage front, overall gearing moderated to 6.3 times as on March 31, 2023, as against 6.05 times as on March 31, 2022, driven by higher amount of borrowings availed during the period, compared to lower addition in net-worth. The gearing further moderated marginally to 6.32 in H1FY24 due to the additional borrowings and increase in its networth. As of September 30, 2023, the company has a capital adequacy ratio (CAR) of 22.00% and a Tier 1 CAR of 16.20%, which is much higher than the regulatory requirements. Care Ratings expects the gearing to remain in the range of 6.5x - 7x in FY24.

Considering demonstrated capital support from SMFG in the past, CARE Ratings expects the same support to the SMICC and SMHFC as and when required to fund growth operations.

**Diversified resource profile**

SMHFC's resource profile remains diversified, with term loans from banks constituting the maximum proportion at 65%, followed by non-convertible debentures (NCDs) and subordinate debts at 29% and 4%, respectively. The company has large public and private sector banks as its lenders and continues to diversify its borrowing profile. The company has raised an additional ₹2,467 crore of borrowings in the form of term loans, NCDs, and sub debt in FY23. The company recently got sanction from NHB which is expected to improve its cost of borrowings.

Due to the strong brand image of the group, SMHFC has been able to avail funds from reputed institutions at competitive rates.

**Key weaknesses:**

**Moderate scale of operations with limited seasoning**

SMHFC has continued to increase its disbursements post FY21 at a fast pace, increasing from ₹558 crore in FY21 to ₹3,055 crore in FY23. The assets under management (AUM), which was stagnant at around ₹4,200 crore to ₹4,500 crore during FY20 and



FY22 due to pandemic, has shot up to ₹6,427 crore in FY23. As of September 30, 2023, the disbursements amounted to ₹1,691 crores while the AUM of the company stood at ₹7,302 crores. Of this, housing loans made up 58% of total loan portfolio, while the remaining share was constituted by LAP (34%) and developer loan/construction finance (8%). As a housing finance company (HFC), the company operates in a relatively low-risk asset class, as the lending is secured through collateral, however, SMHFC being new in the sector, has low seasoning. Hence, the company's ability to continue to increase its scale of operations while maintaining profitability and healthy asset quality metrics over time will be a key monitorable.

**Moderate profitability and asset quality**

During FY23, the company's net interest margin (NIM) improved to 5.26% from 4.59% in FY22. However, SMHFC's earnings profile was impacted by high operating expenses and credit costs due to pandemic. In FY23, credit costs for SMHFC were at 0.59%, a significant improvement from 1.47% in FY22 and 3.94% in FY21. However, given the company being in expansion mode, operating expenses have remained persistently high, accounting for 4.56% of total assets in FY 2023, compared to 3.07% in FY 2022. Consequently, SMHFC has seen an increase in absolute profitability, with its Profit After Tax (PAT) reaching ₹41 crore for FY 2023, up from ₹17 crore in FY22. This has translated into a modest 0.76% in FY23, as opposed to 0.37% in FY 2022. ROTA is expected to remain muted due to high operating expenses as entity is continuously expanding its reach. As of September 30, 2023, the ROTA of the company has slightly improved to 0.80% from 0.76% in FY23.

With increase in scale of operations, the ability of the group to reduce credit costs and thereby improve profitability will be key monitorable.

For SMHFC, GNPA and NNPA have improved substantially in FY23 to 3.74% from 6.23% in FY22 and to 2.34% from 3.04% respectively. As on September 30, 2023, GNPA and NNPA of the company stands at 3.12% & 1.96% respectively. The improvement in its asset quality is majorly on account of increase in gross loans with the NPA numbers remaining nearly stable. Further, the restructured book (net of provision), as on March 31, 2023, accounted for 0.07% of the Advances. The improvement was primarily due to write-offs amounting to ₹185 crore and no significant slippages in the recently acquired book.

Nevertheless, the ability to manage collections and improve asset quality metrics while the portfolio scales up remains a key monitorable.

**Liquidity: Adequate**

As on September 30, 2023, the company has liquid assets of ₹444 crore which is sufficient to meet debt obligations of ₹244 crore maturing in the next three months. SMHFC maintains a committed line of credit from various banks by paying a commitment fee, which provides additional liquidity buffer. As of September 2023, the company has undrawn sanctioned lines of ₹2703 crore. Moreover, being a step-down subsidiary of SMFG, the company has financial flexibility to obtain additional funding from banks or refinance maturing debt.

**Applicable criteria**

- [Policy on default recognition](#)
- [Financial Ratios - Financial Sector](#)
- [Criteria for Housing Finance Companies](#)
- [Rating Outlook and Credit Watch](#)
- [Policy on Withdrawal of Ratings](#)
- [Factoring Linkages Parent Sub JV Group](#)
- [Criteria for rating of Short-Term Instruments](#)

**About the company and industry**

**Industry classification**

Macro-Economic Indicator	Sector	Industry	Basic Industry
Financial Services	Financial Services	Finance	Housing Finance Company

Incorporated in August 2010, SMHFC (erstwhile Fullerton India Home Finance Company) is a HFC and is a wholly owned subsidiary of SMICC. SMICC, in turn, is promoted by SMFG with an equity shareholding of 74.9% and Fullerton Financial Holdings (FFH) with an equity shareholding of 25.1%. SMHFC offers home loans under the 'Grihashakti' brand. It received registration license from the National Housing Bank (NHB) in July 2015 and commenced lending operations in December 2015. The name of the company was recently changed from Fullerton India Home Finance Company Limited to SMFG India Home Finance Company Limited, reflecting strong association with SMFG.

SMHFC is focused on the affordable housing segment comprising a target segment of salaried and self-employed professionals in satellite townships around metros and Tier-I cities as well as under-served Tier-II and Tier-III cities. About 60% of the portfolio, as on March 31, 2023, constitutes housing loans. The company has completed over 7.5 years of operations and, as on March 31, 2023, has a loan portfolio of ₹6,426 crore (March 31, 2022: ₹4,457 crore). It is headquartered in Mumbai and its operations are spread across 14 states, with major ones being Tamil Nadu, Rajasthan, Gujarat, Maharashtra, and others.

**SMHFC Standalone Financials**

Brief Financials (₹ crore)	March 31, 2021 (A)	March 31, 2022 (A)	March 31, 2023 (A)	September 30, 2023 (UA)
Total income	526	504	686	446
PAT	-56	17	41	27
Adjusted total assets*	4,701	4,462	6,184	7271
Net NPA (%)	2.85	3.04	2.34	1.96
ROTA (%)	-1.13	0.35	0.71	0.80^

A: Audited. Note: The above results are latest financial results available.  
 \*Adjusted total assets: Total assets adjusted for deferred tax assets and intangible assets.  
 ^Annualised for comparison

**Status of non-cooperation with previous CRA:**

None

**Any other information:**

Not applicable

**Rating history for the last three years:** Please refer Annexure-2

**Covenants of the rated instruments/facilities:** Detailed explanation of the covenants of the rated instruments/facilities is given in Annexure-3

**Complexity level of various instruments rated:** Annexure-4

**Lender details:** Annexure-5



**Annexure-1: Details of instruments/facilities**

Name of the Instrument	ISIN	Date of Issuance	Coupon Rate (%)	Maturity Date	Size of the Issue (₹ crore)	Rating Assigned along with Rating Outlook
Commercial Paper- Commercial Paper (Standalone) (Proposed)	-	-	-	-	500.00	CARE A1+
Debentures- Non Convertible Debentures	INE213W07095	10-Aug-18	9.25%	08-Aug-25	25.00	CARE AAA; Stable
Debentures- Non Convertible Debentures	INE213W07129	12-Feb-20	8.65%	12-Feb-25	121.00	CARE AAA; Stable
Debentures- Non Convertible Debentures	INE213W07194	25-May-22	8.10%	23-May-25	200.00	CARE AAA; Stable
Debentures- Non Convertible Debentures	INE213W07210	02-Dec-22	8.40%	21-Mar-25	350.00	CARE AAA; Stable
Debentures- Non Convertible Debentures	INE213W07236	27-Dec-22	8.30%	28-Mar-25	75.00	CARE AAA; Stable
Debentures- Non Convertible Debentures	INE213W07228	27-Dec-22	8.40%	26-Dec-25	100.00	CARE AAA; Stable
Debentures- Non Convertible Debentures	INE213W07269	05-Sep-23	8.15%	05-Sep-26	120.00	CARE AAA; Stable
Debentures- Non Convertible Debentures (Proposed)	-	-	-	-	1626.00	CARE AAA; Stable
Debt- Subordinate Debt	INE213W08010	08-Jun-20	8.50%	07-Jun-30	30.00	CARE AAA; Stable
Debt- Subordinate Debt	INE213W08028	01-Jan-21	7.63%	01-Jan-31	40.00	CARE AAA; Stable
Debt- Subordinate Debt	INE213W08036	12-Aug-21	7.70%	12-Aug-31	25.00	CARE AAA; Stable

Debt-Subordinate Debt	INE213W08044	22-Jul-22	8.40%	22-Jul-32	100.00	CARE AAA; Stable
Debt-Subordinate Debt	INE213W08051	12-Aug-22	8.40%	12-Aug-32	50.00	CARE AAA; Stable
Debt-Subordinate Debt (Proposed)	-	-	-	-	555.00	CARE AAA; Stable
Fund-based - LT-Term Loan	-	-	-	March-2035	4624.99	CARE AAA; Stable
Fund-based - LT-Term Loan (Proposed)	-	-	-	-	6375.01	CARE AAA; Stable

**Annexure-2: Rating history for the last three years**

Sr. No.	Name of the Instrument/Bank Facilities	Current Ratings			Rating History			
		Type	Amount Outstanding (₹ crore)	Rating	Date(s) and Rating(s) assigned in 2023-2024	Date(s) and Rating(s) assigned in 2022-2023	Date(s) and Rating(s) assigned in 2021-2022	Date(s) and Rating(s) assigned in 2020-2021
1	Fund-based - LT-Term Loan	LT	10471.00	CARE AAA; Stable	1)CARE AAA; Stable (09-Oct-23) 2)CARE AAA; Stable (06-Jul-23)	1)CARE AAA; Stable (07-Jul-22)	1)CARE AAA; Stable (09-Dec-21) 2)CARE AAA (CW with Developing Implications) (07-Jul-21)	1)CARE AAA; Stable (07-Jul-20) 2)CARE AAA; Stable (17-Apr-20)
2	Commercial Paper-Commercial Paper (Standalone)	ST	500.00	CARE A1+	1)CARE A1+ (09-Oct-23) 2)CARE A1+ (06-Jul-23)	1)CARE A1+ (07-Jul-22)	1)CARE A1+ (09-Dec-21) 2)CARE A1+ (07-Jul-21)	1)CARE A1+ (07-Jul-20) 2)CARE A1+ (17-Apr-20)
3	Debt-Subordinate Debt	LT	500.00	CARE AAA; Stable	1)CARE AAA; Stable (09-Oct-23) 2)CARE AAA; Stable	1)CARE AAA; Stable (07-Jul-22)	1)CARE AAA; Stable (09-Dec-21) 2)CARE AAA (CW with Developing Implications) (07-Jul-21)	1)CARE AAA; Stable (07-Jul-20) 2)CARE AAA; Stable

					(06-Jul-23)			(17-Apr-20)
4	Debentures-Non Convertible Debentures	LT	1471.00	CARE AAA; Stable	1)CARE AAA; Stable (09-Oct-23) 2)CARE AAA; Stable (06-Jul-23)	1)CARE AAA; Stable (07-Jul-22)	-	-
5	Debentures-Non Convertible Debentures	LT	146.00	CARE AAA; Stable	1)CARE AAA; Stable (09-Oct-23) 2)CARE AAA; Stable (06-Jul-23)	1)CARE AAA; Stable (07-Jul-22)	-	-
6	Fund-based - LT-Term Loan	LT	529.00	CARE AAA; Stable	1)CARE AAA; Stable (09-Oct-23) 2)CARE AAA; Stable (06-Jul-23)	1)CARE AAA; Stable (07-Jul-22)	-	-
7	Debentures-Non Convertible Debentures	LT	1000.00	CARE AAA; Stable				
8	Debt-Subordinate Debt	LT	300.00	CARE AAA; Stable				

\*Long term/Short term.

**Annexure-3: Detailed explanation of covenants of the rated instruments/facilities**

Not applicable

**Annexure-4: Complexity level of the various instruments rated**

Sr. No.	Name of the Instrument	Complexity Level
1	Commercial Paper-Commercial Paper (Standalone)	Simple
2	Debentures-Non Convertible Debentures	Simple
3	Debt-Subordinate Debt	Complex
4	Fund-based - LT-Term Loan	Simple





**Annexure-5: Lender details**

To view the lender wise details of bank facilities please [click here](#)

**Note on the complexity levels of the rated instruments:** CARE Ratings has classified instruments rated by it on the basis of complexity. Investors/market intermediaries/regulators or others are welcome to write to [care@careedge.in](mailto:care@careedge.in) for any clarifications.

**Contact us**

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**About us:**

Established in 1993, CARE Ratings is one of the leading credit rating agencies in India. Registered under the Securities and Exchange Board of India, it has been acknowledged as an External Credit Assessment Institution by the RBI. With an equitable position in the Indian capital market, CARE Ratings provides a wide array of credit rating services that help corporates raise capital and enable investors to make informed decisions. With an established track record of rating companies over almost three decades, CARE Ratings follows a robust and transparent rating process that leverages its domain and analytical expertise, backed by the methodologies congruent with the international best practices. CARE Ratings has played a pivotal role in developing bank debt and capital market instruments, including commercial papers, corporate bonds and debentures, and structured credit.

**Disclaimer:**

The ratings issued by CARE Ratings are opinions on the likelihood of timely payment of the obligations under the rated instrument and are not recommendations to sanction, renew, disburse, or recall the concerned bank facilities or to buy, sell, or hold any security. These ratings do not convey suitability or price for the investor. The agency does not constitute an audit on the rated entity. CARE Ratings has based its ratings/outlook based on information obtained from reliable and credible sources. CARE Ratings does not, however, guarantee the accuracy, adequacy, or completeness of any information and is not responsible for any errors or omissions and the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by CARE Ratings have paid a credit rating fee, based on the amount and type of bank facilities/instruments. CARE Ratings or its subsidiaries/associates may also be involved with other commercial transactions with the entity. In case of partnership/proprietary concerns, the rating/outlook assigned by CARE Ratings is, inter-alia, based on the capital deployed by the partners/proprietors and the current financial strength of the firm. The ratings/outlook may change in case of withdrawal of capital, or the unsecured loans brought in by the partners/proprietors in addition to the financial performance and other relevant factors. CARE Ratings is not responsible for any errors and states that it has no financial liability whatsoever to the users of the ratings of CARE Ratings. The ratings of CARE Ratings do not factor in any rating-related trigger clauses as per the terms of the facilities/instruments, which may involve acceleration of payments in case of rating downgrades. However, if any such clauses are introduced and triggered, the ratings may see volatility and sharp downgrades.

**For the detailed Rationale Report and subscription information,  
please visit [www.careedge.in](http://www.careedge.in)**

## ANNEXURE II

### In-principle approval from NSE



National Stock Exchange Of India Limited

Ref. No.:NSE/LIST/7612

April 12, 2024

The Company Secretary  
SMFG India Home Finance Company Limited  
Megh Towers, Third Floor, Old No. 307,  
New No. 165, Poonamallee High Road,  
Maduravoyal, Chennai- 600095.

Kind Attn.: Mr. Jitendra Maheshwari

Dear Sir,

#### Sub.: In-principle approval for listing of Non-Convertible Debentures on private placement basis

This is with reference to your application requesting for in-principle approval for General Information Document dated April 05, 2024, for proposed listing of (i) rated, listed, redeemable, transferable Non-convertible debentures of face value of Rs. 1,00,000 each including subordinated debt instruments with face value Rs. 1,00,000 each and subordinated debt instruments issued by way of a reissuance with face value Rs. 1,00,00,000 each, (ii) debt instruments forming part of issuer's 'non-equity regulatory capital' for face value Rs. 1,00,00,000 each, for a total issue size aggregating up to Rs. 25,00,00,00,000, to be issued in various tranches, by SMFG India Home Finance Company Limited on a private placement basis. In this regard, the Exchange is pleased to grant in-principle approval for the said issue, subject to adequate disclosures to be made in the General Information Document / Key Information Document in terms of SEBI (Issue And Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars and other applicable laws in this regard and provided the Company prints the Disclaimer Clause as given below in the General Information Document / Key Information Document after the SEBI disclaimer clause:

"As required, a copy of this Offer Document has been submitted to National Stock Exchange of India Limited (hereinafter referred to as NSE). It is to be distinctly understood that the aforesaid submission or in-principle approval given by NSE vide its letter Ref.: NSE/LIST/7612 dated April 12, 2024 or hosting the same on the website of NSE in terms of SEBI (Issue And Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, should not in any way be deemed or construed that the document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of this Issuer, its promoters, its management or any scheme or project of this Issuer.

Every person who desires to apply for or otherwise acquire any securities of this Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against the 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"

This Document is Digitally Signed

National Stock Exchange of India Limited | Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051,  
India +91 22 26 698100 | www.nseindia.com | CIN U67120MH1992PLC069769

Signer: DHAROD CHARMI CHETAN  
Date: Fri, Apr 12, 2024 18:21:03 IST  
Location: NSE





Continuation Sheet

Ref. No.: NSE/LIST/7612

April 12, 2024

Please note that the approval given by us should not in any way be deemed or construed that the General Information Document / Key Information Document has been cleared or approved by NSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this document; nor does it warrant that the securities will be listed or will continue to be listed on the Exchange; nor does it take any responsibility for the financial or other soundness of the Company, its promoters, its management or any scheme or project.

The in-principle approval granted by the Exchange is subject to the Issuer submitting to the Exchange prior to opening of the issue and at the time of listing, a valid credit rating letter/rationale covering the total issuance amount under the Key Information Document.

Kindly also note that these debt instruments may be listed on the Exchange after the allotment process has been completed, provided the securities of the issuer are eligible for listing on the Exchange as per our listing criteria and the issuer fulfills the listing requirements of the Exchange. The issuer is responsible to ensure compliance with all the applicable guidelines issued by appropriate authorities from time to time including SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, applicable SEBI Circulars and other applicable laws in this regard.

Specific attention is drawn towards Para 1 of Chapter XV of SEBI Operational Circular No. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021. Accordingly, Issuers of privately placed debt securities in terms of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of allotment of securities. The details can be uploaded using the following links:

<https://www.nse-ebp.com>  
<https://www.nseebp.com/ebp/rest/reportingentity?new=true>

This in-principle approval shall be valid for a period of one year from the date of opening of the first issue of securities under this General Information Document. Kindly note that such first issue of securities under this General Information Document should be opened within one year from the date of this letter.

Kindly note, this Exchange letter should not be construed as approval under any other Act /Regulation/Rule/Bye laws (except as referred above) for which the Company may be required to obtain approval from other department(s) of the Exchange. The Company is requested to separately take up matter with the concerned departments for approval, if any.

Yours faithfully,  
For National Stock Exchange of India Limited

Charmi Dharod,  
Senior Manager

This Document is Digitally Signed

  Signer: DHAROD CHARMI CHETAN  
Date: Fri, Apr 12, 2024 18:21:03 IST  
Location: NSE

## ANNEXURE III Corporate Authorisations



**CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SMFG INDIA HOME FINANCE COMPANY LIMITED (FORMERLY FULLERTON INDIA HOME FINANCE CO. LTD.) AT THE MEETING HELD ON 7 AUGUST, 2024**

**Issuance of debt securities up to INR 3,200 crores**

**\*RESOLVED THAT** in supersession of all earlier resolutions passed by the board in this regard and pursuant to the provisions of section 42, 71, 179(3) and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modifications or re-enactment thereof, for the time being in force), and the relevant regulations/directions as may be prescribed by the Securities and Exchange Board of India and Reserve Bank of India from time to time (including any amendment(s), modification(s) thereof), the Articles of Association of the Company, the approval of the Board be and is hereby granted to issue Long Term Non-Convertible Redeemable Debentures, either as Senior secured debentures or unsecured debentures of Rs. 1 Lac each, on private placement basis, in one or more tranches or series, subject to the total outstanding debentures not exceeding INR 3,200 crores at any time, as per the following terms and conditions:

Sr. No.	Particulars	Terms
a.	Type of Instrument	Long Term Non-Convertible Redeemable Debentures
b.	Issue Size	To be issued in one or more tranches provided the total outstanding debentures do not exceed Rs. 3,200 crores at any time
c.	Face Value	Rs. 1,00,000/- each
d.	Rate of Interest	Not Exceeding 12% p.a.
e.	Tenure	Up to 10 Years
f.	Purpose	Onward lending and/or any other purposes as specified in the RBI/NHB guidelines as may be approved by the Borrowing Committee.

**RESOLVED FURTHER THAT** any two members of the Borrowing Committee be and are hereby jointly authorized to decide the purpose/ end-use, terms of the issue, including, deciding the rate of interest, all in cost, coupon rate, Issue Date, Redemption, Minimum Application Money, Interest on Application Money, Put and Call Options, Security and Allotment date and on listing the Debentures on the Stock Exchanges, and do all such acts and deeds required to give effect to the foregoing.

**RESOLVED FURTHER THAT** any two of the following Authorized Signatories of the Company or any two members of the Borrowing Committee be and are hereby authorized to identify the investors to whom Non-Convertible Redeemable Debentures are to be offered, to allot the Non-Convertible Redeemable Debentures in accordance with the terms approved by the Board and/or Borrowing Committee, to such person(s) subscribing to the issue of Debentures on private placement basis, to issue allotment letter to such person(s) and do all such things as required under Electronic Book Mechanism or otherwise if the bonds are unlisted.

**RESOLVED FURTHER THAT** Master Circular for issue and listing of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated May 22, 2024 as amended from time to time read with SEBI circular no. SEBI/HO/DDHS/DDHS\_Div1/P/CIR/2022/147 dated October 31, 2022 (\*ISIN reissuance circular)

**SMFG India Home Finance Co. Ltd.**  
 (Formerly Fullerton India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, G-Block, Inspire BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400050  
 Registered Office: Mugh Towers, 3<sup>rd</sup> Floor, Old No. 307, New No. 165, Poonamallee High Road, Madhavoyal, Chennai - 600035.

Toll Free No.: 1800 102 1003 | [grihashakti@grihashakti.com](mailto:grihashakti@grihashakti.com) | [www.grihashakti.com](http://www.grihashakti.com) | CIN: U66922TN2010PLC076972





issued under the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Board or the Borrowing Committee of the Company or such person/s or such committee (by whatever name called) be and are hereby authorized to approve reissuance of Debentures with/without modifications in terms and/or structure in order to comply with ISIN reissuance circular provided such reissue is in line with the procedure as has been laid out in Regulation 59 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Regulation 49 of the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021.

**RESOLVED FURTHER THAT** any two persons among the following persons ("Authorized Signatories"):

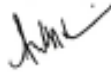
Sr. No	Names of the Authorised Signatories	Emp. Grade
i.	Mr. Stephen Williams	SM4
ii.	Mr. Ram Kolli	SM3
iii.	Mr. Sandeep Khosla	SM4
iv.	Mr. Ashish Chaudhary	SM2
v.	Mr. Sunderraman Subramanian	SM3
vi.	Mr. Mohit Agrawal	SM2
vii.	Mr. Krishnakumar R	SM2
viii.	Mr. P.M. Mani	SM2
ix.	Ms. Sharada Kamath	SM2

be and are hereby jointly authorized to execute all the necessary forms, returns, other documents, undertakings, agreements, deeds, acknowledgements and to complete all other formalities to give effect to this resolution.

**RESOLVED FURTHER THAT** Mr. Shantanu Mitra, Chairman, Non-Executive Director, Mr. Deepak Patkar, Managing Director & CEO, Mr. Ashish Chaudhary, Chief Financial Officer or Company Secretary, be and are hereby severally authorized to sign and file necessary forms, documents or returns or such other things as may be required with the Registrar of Companies or any other regulatory and/or statutory authority/ies, and to do all such other acts and things as may be necessary.

**RESOLVED FURTHER THAT** a copy of the aforesaid resolution certified to be true duly signed by any of the Directors or Mr. Ashish Chaudhary, Chief Financial Officer or the Company Secretary be furnished to the concerned parties and they be requested to act thereon.\*

For SMFG India Home Finance Company Limited  
(Formerly Fullerton India Home Finance Co. Ltd.)

  
Akanksha Kandoi  
Company Secretary  
Membership No. F6883



Date: 8 August, 2024

SMFG India Home Finance Co. Ltd.  
(Formerly Fullerton India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, G-Block, Inspire BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051,  
Registered Office: Megh Towers, 3<sup>rd</sup> Floor, Old No. 307, New No. 166, Poonamallee High Road, Madhavroyal, Chennai - 600095.

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Nayi Ashta, Naya Vishwas.

**CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SMFG INDIA HOME FINANCE COMPANY LIMITED (FORMERLY FULLERTON INDIA HOME FINANCE CO. LTD.) AT THE MEETING HELD ON 7 AUGUST, 2024**

**Reconstitution of the Borrowing Committee and authorisation for borrowing powers**

\*RESOLVED THAT in supersession of all earlier resolutions passed on the matter and pursuant to the provisions of Section 179(3), 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modifications or re-enactment thereof, for the time being in force), and the relevant regulations/directions as may be prescribed by the Securities and Exchange Board of India and Reserve Bank of India from time to time (including any amendment(s), modification(s) thereof), the Articles of Association of the Company consent of Board be and is hereby accorded to borrow, by obtaining loans, overdraft facilities, lines of credit, commercial papers, non-convertible debentures, Subordinated Bonds (Tier II bonds), Perpetual Debt Instruments (PDIs), external commercial borrowings (loans/bonds), INR denominated offshore bonds or in any other forms from Banks, Financial Institutions, Insurance Companies, Mutual Funds or other Corporates or other eligible investors/lenders, including by way of availing credit limits through Non-Fund based limits i.e. Bank Guarantee, Letter of Credit, etc. or by any other means as deemed fit by it, against the security of term deposits, movables, immovable or such other assets as may be required or as unsecured, at any time or from time to time, any sum or sums of money(ies) which together with monies already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's bankers in the ordinary course of business), exceeding the aggregate of paid-up share capital of the Company, its free reserves and Securities Premium, provided that the total amount so borrowed shall not at any time exceed INR 15,000 crores (Rupees Fifteen Thousand Crores only) subject to twelve times of the aggregate of the net owned fund based on audited financial statements of the Company as of March 31<sup>st</sup> of the immediate previous financial year and any incremental capital issued during the financial year duly certified by the Statutory Auditors of the Company from time to time.

RESOLVED FURTHER THAT the Borrowing Committee shall comprise of the following members;

Sr. No.	Names of the Members	Emp. Grade
i.	Mr. Deepak Patkar	MD & CEO
ii.	Mr. Vishwas Shrungarpure	SM4
iii.	Mr. Ashok Patil	SM3
iv.	Mr. Ashish Chaudhary	SM2
v.	Mr. Suman Deb (Permanent Invitee)	EVP
vi.	Mr. Pankaj Malik (Permanent Invitee)	EVP

RESOLVED FURTHER THAT the Borrowing Committee be and is hereby authorised to borrow, not exceeding the maximum limit of INR 15,000 Crores, subject to twelve times of the aggregate of the net owned fund based on audited financial statements as of March 31<sup>st</sup> of the previous financial year and incremental capital issued during the current financial year duly certified by the Statutory Auditors of the Company from time to time, by obtaining Loans, Overdraft facilities, lines of credit, Commercial Papers, Non-Convertible Debentures, Subordinated Bonds (Tier II bonds), Perpetual Debt Instruments (PDIs), External Commercial Borrowings (loans/bonds), INR denominated offshore bonds or in any other forms from Banks, Financial Institutions, Insurance Companies, Mutual Funds or other Corporates or other eligible investors, including by way of availing credit limits through Non-Fund based limits i.e. Bank Guarantee, Letter of Credit, etc. or by any other means as deemed fit by it, against the security of term deposits, movables, immovable or such other assets as may be required or as unsecured.

SMFG India Home Finance Co. Ltd.  
Formerly Fullerton India Home Finance Co. Ltd.)

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Registered Office: Magh Towers, 3<sup>rd</sup> Floor, Old No. 307, New No. 166, Poonamallee High Road, Madhavoyal, Chennai - 600030

Toll Free No.: 1000 102 1000 | [grihashakti@grihashakti.com](mailto:grihashakti@grihashakti.com) | [www.grihashakti.com](http://www.grihashakti.com) | CIN: U65922TN2010PL00780





Nayi Asha. Nayi Vishwas.

**RESOLVED FURTHER THAT** any two members of the Borrowing Committee be and are hereby jointly authorized to borrow up to a limit of INR 500 crore in a single transaction to do the following:

- to negotiate, finalise and periodically review, the terms of borrowings, rate of interest, the tenure, fees or commission payable, nature and extent of security to be provided, approve prepayment of borrowings and any amendments or modifications therein;
- to approve borrowing monies denominated in one or more foreign currencies in international markets investments within the limits approved by the Board;
- to undertake the foreign exchange transactions as sanctioned by the banks including the Forward Contracts;
- to undertake Foreign Currency Swaps and Options, Interest Rate Swaps and Options whether in Foreign Exchange or Indian Rupees or from one to another within the limits approved by the Board of Directors and to sign the required application(s); and
- to sign/ execute documents pertaining to the foregoing and do all such acts, deeds and things as may be necessary or expedient for carrying out of the aforesaid activities.

**RESOLVED FURTHER THAT** any two persons amongst the following persons:

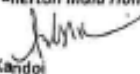
Sr. No.	Names of the Authorised Signatories	Emp. Grade
i.	Mr. Stephen Williams	SM4
ii.	Mr. Ram Kolli	SM3
iii.	Mr. Sandeep Khosla	SM4
iv.	Mr. Ashish Chaudhary	SM2
v.	Mr. Sunderraman Subramanian	SM3
vi.	Mr. Mohit Agarwal	SM2
vii.	Mr. Krishnakumar R	SM2
viii.	Ms. Sharada Kamath	SM2
ix.	Mr. P. M. Mani	SM2

be and are hereby jointly authorized to:

- sign and execute (either through the wet signatures or via digital signatures) the required documents like the Loan Documents, deeds of hypothecation, etc.
- sign and execute (either through the wet signatures or via digital signatures) such undertakings and other writings as may be necessary or required for the aforesaid and any changes therein, acknowledgement of debt/balance confirmation(s) and/or any renewal documents.
- place such security as may be required from time to time.

**RESOLVED FURTHER THAT** copy of the aforesaid resolution certified to be true duly signed by any one of the Directors or Mr. Ashish Chaudhary, Chief Financial Officer or the Company Secretary be furnished to the lenders and they be requested to act thereon."

For SMFG India Home Finance Company Limited  
(Formerly Fullertan India Home Finance Co. Ltd.)

  
Akanksha Kandol  
Company Secretary  
Membership No. F6883  
Date: 8 August, 2024



SMFG India Home Finance Co. Ltd.

(Formerly Fullertan India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, G-Block, Inspire BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051

Registered Office: Megh Towers, 3<sup>rd</sup> Floor, CK No. 357, New No. 165, Poisarimallee High Road, Madhavroyal, Chennai - 600085

Toll Free No.: 1800 102 1003 | [grihashakti@grihashakti.com](mailto:grihashakti@grihashakti.com) | [www.grihashakti.com](http://www.grihashakti.com) | CIN: U65922TN2010PLC078972



**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE ANNUAL GENERAL MEETING OF SMFG INDIA HOME FINANCE COMPANY LIMITED (FORMERLY FULLERTON INDIA HOME FINANCE CO. LTD.), HELD ON 19 JUNE, 2024**

**To approve the power to create charge on the assets of the Company to secure borrowings up to INR 15,000 Crores, pursuant to section 180(1)(a) of the Companies Act, 2013**

"RESOLVED THAT in supersession of all the resolution passed by the shareholders of the Company on the matter and pursuant to the provisions of Section 180(1)(a) of the Companies Act, 2013, rules made thereunder (including any statutory modification or re-enactment thereof) and other applicable provisions, if any, consent of the members be and is hereby accorded for creation of such mortgages, charges and hypothecations as may be necessary, in addition to the existing charges, mortgages and hypothecation created by the Company, on the moveable or immovable properties of the Company, both present and future, in such manner as the Board of Directors or to such person/s or such committee (by whatever name called), as may be authorized by the Board in this regards as may deem fit, together with power to take over the substantial assets of the Company in certain events in favour of financial institutions, investment institutions, banks, mutual funds, trusts, other bodies corporate (hereinafter referred to as the "Lending Agencies") and Trustees for the holders of debentures/bonds and/or other instruments to secure borrowings of the Company availed/to be availed by way of rupee term loans/INR denominated offshore bonds/foreign currency loans, debentures, bonds and other instruments, provided that the total amount of such loans/borrowings together with interest thereon, additional interest, compound interest, liquidated damages, commitment charges, premium or prepayment or on redemption, costs, charges, expenses and all other monies payable by the Company in respect of the said Loans for which the charge is to be created, shall not at any time exceed INR 15,000 (Rupees Fifteen Thousand Crores only) or the aggregate of the paid up capital and free reserves of the Company, whichever is higher, subject to twelve times of the aggregate of the net owned fund based on audited financial statements of the Company as of March 31<sup>st</sup> of the immediate previous financial year and any incremental capital issued during the financial year duly certified by the Statutory Auditors of the Company from time to time.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board or such person/s or such committee (by whatever name called), as may be authorized by the Board in this regards, be and are hereby authorized to finalize and settle and further to execute such documents/ deeds/ writings/ papers/ agreements as may be required and to do all such acts, deeds, matters and things, as they may, in their absolute discretion deem necessary, proper or desirable and to settle any question, difficulty or doubt that may arise with respect to creation of mortgage/ charge as aforesaid."

For SMFG India Home Finance Company Limited  
(Formerly Fullerton India Home Finance Co. Ltd.)

AKANKSHA  
KANDOI

Digitally signed by  
AKANKSHA KANDOI  
Date: 2024.06.05  
10:14:08 +05'30'

Akanksha Kandoi  
Company Secretary  
Membership No. F6883

SMFG India Home Finance Co. Ltd.  
(Formerly Fullerton India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, O2Block, Inspiro BKC, BKC Mah Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051,  
Registered Office: Megh Towers, 3<sup>rd</sup> Floor, Old No.387, New No. 165, Peonamallee High Road, Madhavoyal, Chennai - 600035,  
Toll Free No.: 1600 102 1003 | Email: [grihashakti@grihashakti.com](mailto:grihashakti@grihashakti.com) | [www.grihashakti.com](http://www.grihashakti.com) | CIN: U65922TN2010PLG078972





**CERTIFIED TRUE COPY OF EXTRACT OF THE EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013.**

As explained above, consequent to increase in the borrowing limits of the Company, it would be necessary to revise the approval for creation of charge/mortgage on properties of the Company, pursuant to the provisions of Section 180(1)(b) of the Companies Act, 2013.

The Board had in its meeting held on 9 May, 2024, accorded consent to create security to secure borrowings up to INR 15,000 Crores. Creation of security on the assets of the Company may mean or include whole or substantially the whole of undertaking of the Company thus requiring consent of shareholders.

None of the Directors, Key Managerial Personnel of the Company and their relatives are in any way, directly or indirectly, concerned or interested financially or otherwise in the said Resolution.

The Board recommends the above Special Resolution for your approval.

For SMFG India Home Finance Company Limited  
(Formerly Fullerton India Home Finance Co. Ltd.)

AKANKSHA KANDOI  
Digitally signed by  
AKANKSHA KANDOI  
Date: 2024.05.05  
10:16:20 +05'30'

Akanksha Kandoi  
Company Secretary  
Membership No. F6883

**SMFG India Home Finance Co. Ltd.**  
(Formerly Fullerton India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, G-Block, Inspiro BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.  
Registered Office: Megh Towers, 3<sup>rd</sup> Floor, CBI No. 357, New No. 185, Peonamallee High Road, Madhavoyal, Chennai - 600035.

Toll Free No.: 1800 102 1030 | Email: [grihashakti@grihashakti.com](mailto:grihashakti@grihashakti.com) | Website: [www.grihashakti.com](http://www.grihashakti.com) | CIN: U65202TN2010PLG276972



**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE ANNUAL GENERAL MEETING OF SMFG INDIA HOME FINANCE COMPANY LIMITED (FORMERLY FULLERTON INDIA HOME FINANCE CO. LTD.), HELD ON 19 JUNE, 2024**

**To approve the power to borrow funds pursuant to the provisions of section 180(1)(c) of the Companies Act, 2013, not exceeding INR 15,000 Crores**

"RESOLVED THAT in supersession of all the earlier resolutions passed by the shareholders of the Company on the matter and pursuant to the provisions of Section 180(1)(c) and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modifications or re-enactment thereof, for the time being in force), and the relevant regulations/directions as may be prescribed by the Reserve bank of India from time to time (including any amendment(s), modification(s) thereof), the Articles of Association of the Company, consent of the members of the Company be and is hereby accorded to the Board of Directors or to such person/s or such committee (by whatever name called), as may be authorized by the Board in this regard, to borrow, by obtaining loans, overdraft facilities, lines of credit, commercial papers, non-convertible debentures, Subordinated Bonds (Tier II bonds), Perpetual Debt Instruments (PDIs), external commercial borrowings (loans/bonds), INR denominated offshore bonds or in any other forms from Banks, Financial Institutions, Insurance Companies, Mutual Funds or other Corporates or other eligible investors/lenders, including by way of availing credit limits through Non-Fund based limits i.e. Bank Guarantee, Letter of Credit, etc. or by any other means as deemed fit by it, against the security of term deposits, movables, immovable or such other assets as may be required or as unsecured, at any time or from time to time, any sum or sums of money[ies] which together with monies already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's bankers in the ordinary course of business), exceeding the aggregate of paid-up share capital of the Company, its free reserves and Securities Premium, provided that the total amount so borrowed shall not at any time exceed INR 15,000 crores (Rupees Fifteen Thousand Crores only) subject to twelve times of the aggregate of the net owned fund based on audited financial statements of the Company as of March 31<sup>st</sup> of the immediate previous financial year and any incremental capital issued during the financial year duly certified by the Statutory Auditors of the Company from time to time.

RESOLVED FURTHER THAT the Board of Directors or such person/s or such committee (by whatever name called), as may be authorized by the Board in this regards, be and are hereby authorized to arrange or settle the terms and conditions on which all such monies are to be borrowed from time to time as to interest, repayment, security or otherwise howsoever as it may think fit and to do all other acts, deeds, matters and things as may be deemed necessary and incidental for giving effect to the above, including execution of all such documents, instruments and writings, as may be required."

For SMFG India Home Finance Company Limited  
(Formerly Fullerton India Home Finance Co. Ltd.)

AKANKSHA  
KANDOI

Digitally signed by  
AKANKSHA KANDOI  
Date: 2024.06.25  
10:19:25 +05'30'

Akanksha Kandoi  
Company Secretary  
Membership No. F6883

SMFG India Home Finance Co. Ltd.  
(Formerly Fullerton India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, 6xBlock, Inspiro BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.  
Registered Office: Megh Towers, 3<sup>rd</sup> Floor, Old No. 307, New No. 165, Peonam High Road, Madhavoyal, Chennai - 600035.  
Toll Free No.: 1600 102 1000 | Email: grihashakti@grihashakti.com | www.grihashakti.com | CIN: L65922TN2010PLC076972



**CERTIFIED TRUE COPY OF EXTRACT OF THE EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013**

The current borrowing limit for the Company of INR 12,000 crores was approved by the members at their Extra Ordinary General Meeting held on 2 February, 2023, pursuant to the provisions of Section 180(1)(c) of the Companies Act, 2013.

In order to support growth and continue business momentum it is proposed to increase the current borrowing limits from INR 12,000 crores to INR 15,000 crores. The approval of the members is sought pursuant to Section 180(1)(c) of the Companies Act, 2013 and rules made thereunder.

None of the Directors, Key Managerial Personnel of the Company and their relatives are in any way, directly or indirectly, concerned or interested financially or otherwise in the said Resolution.

The Board recommends the above Special Resolution for your approval.

For SMFG India Home Finance Company Limited  
(Formerly Fullerton India Home Finance Co. Ltd.)

**AKANKSHA** Digitally signed by  
AKANKSHA KANDOI  
**KANDOI** Date: 2024.09.05  
10:19:48 +05'30'

Akanksha Kandoi  
Company Secretary  
Membership No. F6883

**SMFG India Home Finance Co. Ltd.**

(Formerly Fullerton India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, G-BLOCK, Inspire BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.

Registered Office: Megh Towers, 3<sup>rd</sup> Floor, CBD No. 387, New No. 185, Peonamallee High Road, Madhavoyal, Chennai - 600035.

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**ANNEXURE IV**  
**Consents**



August 16, 2024

To,

<b>SMFG India Home Finance Co.Ltd.</b> (Formerly Fullerton India Home Finance Company Limited) 503-504,5th Floor, G-Block, Inspire BKC, IBKC Main Road, Bandra Kuria Complex, Bandra (E), Mumbai-400 051	<b>CATALYST Trusteeship Ltd</b> GDA House, Plot no.B5, Bhusari Colony (Right), Paud Road, Pune - 411038
--	--

**Re: Fullerton India Home Finance Company Limited (the Company)**  
*(Issue details: Term Loans and Working Capital Loans aggregating to Rs.2,500 Crores)*

**Sub.: No Objection Certificate ("NOC") for First pari passu charge on Receivables of the Company in favour of below Secured Lenders of the Company:**

Sr. No.	Particulars (Proposed)	Amount (Rs. in Crores)
	<b>Non-convertible Debentures /Term Loans</b>	
1	CATALYST Trusteeship Limited – Various NCD Series/Term Loans (Proposed)	276
	<b>Total</b>	<b>276</b>

Dear Sir/Madam,

This is with reference to your letter dated August 13, 2024 regarding the issue of No Objection for the extension of charge on first pari-passu basis on Receivables of the Company in favour of Secured Lenders for Rs276 Crores

We, in our capacity as Security Trustee for the Lenders referred in **Schedule I** hereto, based on the Copy of Certificate from Vivek Gokhru (Chartered Accountants Certificate) dated August 13, 2024 vide UDIN 24128723BKEIBA3702 confirming maintenance of security cover hereunder stated that we have no objection in you creating charge on first pari passu basis on receivables of the Company as charged in our favour, in favour of below Secured Lenders of the Company:

Sr. No.	Particulars (Proposed)	Amount (Rs. in Crores)
	<b>Non-convertible Debentures /Term Loans</b>	
1	CATALYST Trusteeship Limited – Various NCD Series/Term Loans (Proposed)	276
	<b>Total</b>	<b>276</b>

This NOC is subject to the following conditions:

1. Obtain and provide us similar NOC from all the charge holders of the Company's assets in our favour.

Registered office:  
 The IL&FS Financial Centre,  
 Plot No. C-22, G Block, 8th Floor,  
 Bandra Kuria Complex, Bandra (East),  
 Mumbai-400051, India

Corporate office:  
 The Gube, 8th floor, 602,  
 A Wing Hasan Poda Road,  
 Mittal Industrial estate Morol,  
 Andheri (East) Mumbai 400059

Tel : +91 22 2850 0028  
 Fax: +91 22 2850 0029  
 Email: [mumbai@vistra.com](mailto:mumbai@vistra.com)  
[www.vistraltd.com](http://www.vistraltd.com)

Vistra ITCL (India) Limited  
 Corporate Identity Number (CIN) U56000MH995PLC095507

# VISTRA

2. Company maintaining security coverage ratio of not less than as stipulated in the respective transaction documents of respective Lender during the currency of the loans and NCD's.

This is for your information.

Yours faithfully,

For **Vistra ITCL (India) Limited**



#### Authorised Signatory

Encl: Lenders covered under Security Trustee Arrangement with us.  
(as mentioned in Schedule -I)

#### Without Prejudice:

*This No Objection Certificate (NOC) is issued by Vistra ITCL (India) Ltd ("Vistra") in its capacity as a Security Trustee to the Company and this shall be valid for thirty (30) calendar days from the date of its issue. In the event the purpose of issuing this NOC is not initiated within 30 calendar days then this NOC shall automatically stand cancelled/invalid and would not have any legal force and effect. Please note that this NOC is issued based on the information/records available with Vistra and this shall not be construed as making any recommendation in any manner.*

Registered office:  
The ILSFS Financial Centre,  
Plot No. C-22, G Block, 8th Floor,  
Bandra Kurla Complex, Bandra (East),  
Mumbai 400051, India

Corporate office:  
The Gube, 8th floor, 602,  
A Wing, Hasan Padoa Road,  
Mittal Industrial estate Marol,  
Andheri (East) Mumbai 400059

Tel : +9122 2850 0028  
Fax: +9122 2850 0029  
Email: [mumbai@vistra.com](mailto:mumbai@vistra.com)  
[www.vistraitcl.com](http://www.vistraitcl.com)

Vistra ITCL (India) Limited  
Corporate Identity Number (CIN) U96020MH9995PLC096507



**Schedule-I**

List of Lenders covered under Security Trustee Arrangement with Vistra ITCL (India) Limited as on August 13, 2024:

Secured Borrowing as on as on 13.08.2024					
Amount in INR Crores					
Sr No.	Instruments	Limits Sanctioned	Outstanding	Security Cover	Security to be provided on Limit
I	<b>Term Loans</b>				
1	Canara Bank	100	0	1.1	0
2	DCB Bank	75	0	1.1	0
3	DCB Bank	50	12.5	1.1	13.75
4	HDFC Bank TL	50	0	1.1	0
5	HDFC Bank TL I	50	0	1.1	0
6	HDFC Bank TL II	50	0	1.1	0
7	HDFC Bank TL III	150	0	1.1	0
8	HDFC Bank TL III		0	1.1	0
9	HSBC Bank	50	0	1.11	0
10	HSBC Bank		0	1.11	0
11	HSBC Bank	150	0	1.11	0
12	ICICI Bank Ltd	30	0	1.1	0
13	ICICI Bank Ltd	100	0	1.1	0
14	Kotak Mahindra Bank	25	0	1.05	0
15	Kotak Mahindra Bank	25	0	1.05	0
16	State Bank of India	75	0	1.1	0
17	State Bank of India		0	1.1	0
18	State Bank of India		0	1.1	0
19	State Bank of India	500	0	1.1	0
20	The Federal Bank Limited TL III	25	0	1.05	0
21	The Federal Bank Limited TL V	50	0	1.05	0
22	Union Bank of india	100	16.67	1.1	18.34
	<b>Gross Total - I</b>	<b>1655.00</b>	<b>29.17</b>		<b>-32.09</b>
II	<b>Working Capital/ Demand Loan</b>				
1	HDFC Bank Ltd	10	0	1.05	10.5
2	Standard Chartered Bank	30	0	1.05	0
3	HSBC Bank	50	0	1.11	0
	<b>Gross Total - II</b>	<b>90.00</b>	<b>0.00</b>		<b>10.50</b>
	<b>Total III=I+II</b>	<b>1745.00</b>	<b>29.17</b>		<b>-42.59</b>

Registered office:  
The L&S Financial Centre,  
Plot No. C-22, G Block, 8th Floor,  
Bandra Kurla Complex, Bandra (East),  
Mumbai 400051, India

Corporate office:  
The Cube, 8th floor, 602,  
A Wing, Hasan Padia Road,  
Mital Industrial estate Marol,  
Andheri (East) Mumbai 400059

Tel : +91 22 2850 0028  
Fax: +91 22 2850 0029  
Email: [mumbai@vistra.com](mailto:mumbai@vistra.com)  
[www.vistraitcl.com](http://www.vistraitcl.com)

Vistra ITCL (India) Limited  
Corporate Identity Number (CIN): U56020MH995PLC095507

**CATALYST**  
Believe in yourself... Trust us!



CTL/MUM/24-25/DEB/9409/7917

Date: 19<sup>th</sup> August 2024

<b>Vistra ITCL (India) Limited</b> (Debenture Trustee & Security Trustee) The IL&FS Financial Centre, Plot C-22 G Block, 7 <sup>th</sup> Floor, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.	<b>SMFG India Home Finance Company Ltd.</b> (Formerly known as Fullerton India Home Finance Co. Ltd.) 504, Adani Inspira, Bandra Kurla Complex Rd, G Block BKC, Bharat Nagar, Bandra East Mumbai, Maharashtra-400051
--	---

Dear Sir,

**Sub: Letter Ceding Pari-Passu charge for various NCD Issuances of SMFG India Home Finance Company Ltd (Formerly known as Fullerton India Home Finance Co. Ltd) for the month of August 2024.**

With reference to the above subject, we have to state as under:

We are acting as Debenture Trustee in respect of the "Secured, Redeemable, Non-Convertible Debentures" issued by your company aggregating to Rs. 2630.00 Crores as referred in Schedule-I and also as Security Trustee for the lenders referred in Schedule-II, aggregating to Rs. 6764.00 crores, secured by present and future loan receivables, Fixed Deposits and immovable property, on pari-passu basis between the Security Trustee and Debenture Trustee.

1. You have requested us vide your letter dated August 13, 2024 to convey our consent for ceding pari-passu charge on the loan receivables, for various NCD issuances up to Rs. 276 crores.
2. You have also submitted a 'Security Cover Certificate' dated August 13, 2024 issued by Vivek Gokhru, Chartered Accountants, thereby certifying the adequacy of the security cover including the amount of proposed issue of NCDs having UDIN 24128723BKEIBA3702.
3. In view of above, we hereby in the capacity of Debenture Trustee for the "Secured Redeemable, Non-Convertible Debentures" issued by your company aggregating to Rs. 2630 .00 Crores and also as Security Trustee for Bank Borrowings Rs. 6764.00 crores, convey our consent for ceding pari-passu charge in respect of various NCD issuances up to Rs. 276 crores.
4. The consent mentioned above is subject to following conditions:
  - (i) Obtain and provide similar NOC from all charge holders of the company's assets in our favor.
  - (ii) Company maintaining security cover ratio of not less than as stipulated in the respective disclosure documents of respective issues of "Secured, Redeemable, Non-Convertible Debentures".
  - (iii) In the event the purpose of issuing this NOC is not initiated within 30 calendar days then this NOC shall automatically stand cancelled/invalid and would not have any legal force and effect. Please note that this NOC is issued based on the information/records available with Catalyst Trusteeship Limited and this shall not be construed as making any recommendation in any manner.

Yours faithfully,



**Authorized Signatory**  
**Name: Sanjivani Ambre**  
**Designation: Manager**

**CATALYST TRUSTEESHIP LIMITED**

Registered Office: C-22, House, Plot No. 25, Brahmaram Colony (Wing), Band Kurla East, Mumbai - 400051 Tel: +91 22 6694 3200  
Main Office: 504-505, G. Floor, Padmanabha Building, 28, Maratha Square, Bandra East, Mumbai - 400051 Tel: +91 22 6694 3200  
Corporate Office: 804, G. Floor, Tower B, Bandra Kurla Business Park, Sanjay Park Marg, Lower Panel JWL, Mumbai - 400051  
Tel: +91 22 6694 3200 Fax: +91 22 6694 3200  
CIN No. U72900MH2007PLC102022 Email: info@trusteeship.com Website: www.catalysttrusteeship.com

Room | Mumbai | Bangalore | Delhi | Chennai | GIFT City | Kolkata | Hyderabad





**Schedule-I**

**List of Secured NCDs as Debenture Trustee with Catalyst Trusteeship Limited as on 13<sup>th</sup> August 2024:**

**Secured Borrowing as on 13-August- 2024 (Amount in INR Crores)**

Instruments	Trustee	Sanction Borrowing	Outstanding as on 13.08.2024	Interest accrued as on 13.08.2024	Security Cover Ratio	Security required on Outstanding
NCD Series 9	Catalyst	25.00	25.00	2.06	1.00	27.06
NCD Series 12	Catalyst	121.00	121.00	4.00	1.00	125.00
NCD Series 17	Catalyst	100.00	100.00	4.89	1.00	104.89
NCD Series17 Reissuance I	Catalyst	99.00	99.00	4.85	1.00	103.85
NCD Series18	Catalyst	200.00	200.00	1.64	1.00	201.64
NCD Series19 (Partly paid)	Catalyst	390.00	11.70	0.62	1.00	12.32
NCD Series 20	Catalyst	350.00	350.00	17.11	1.00	367.11
NCD Series 21 (Option I)	Catalyst	75.00	75.00	3.18	1.00	78.18
NCD Series 21 (Option II)	Catalyst	100.00	100.00	4.29	1.00	104.29
NCD Series 22	Catalyst	75.00	75.00	2.48	1.00	77.48
NCD Series 23	Catalyst	350.00	350.00	3.60	1.00	353.60
NCD Series 24	Catalyst	120.00	120.00	7.99	1.00	127.99
NCD Series 25	Catalyst	425.00	425.00	16.10	1.00	441.10
NCD Series 26	Catalyst	200.00	200.00	1.53	1.00	201.53
<b>Total (A)</b>		<b>2630.00</b>	<b>2251.70</b>	<b>74.34</b>	<b>14.00</b>	<b>2326.04</b>

**Schedule-II**

**List of Lenders covered under Security Trustee Arrangement with Catalyst Trusteeship Limited as on 13<sup>th</sup>-August-2024:**

**CATALYST TRUSTEESHIP LIMITED**  
 Registered Office: C-10, House, Post No. 85, Brundar Colony (Right), Deek Road, Pune - 411 009 Tel : +91 20 6690 2000  
 Delhi Office : 902-071, 5<sup>th</sup> Floor, Kirti Building, 28 Postbag, Connaught Marg, Feroz Road - 110 007 Tel : +91 (11) 4322 9101/02  
 Corporate Office : 802, 9<sup>th</sup> Floor, Tower-B, Radisson Blu Business Park, Sarajwadi, Sector Marg, Lower Panel W-6, Marolli - 400038  
 Tel : +91 (22) 4322 0555 Fax : +91 (22) 4322 0605  
 CIN No. U74999MH2009PLCT0262 Serial : 0100010000000000 Website : www.catalysttrustee.com



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Instruments	Trustee	Sanction Borrowing	Outstanding as on 13-08-2024	Interest accrued as on 31-03-2024	Security Cover Ratio	Security required on Outstanding
<b>Term Loans:</b>						
Axis Bank	Catalyst	200.00	84.36	0.00	1.10	92.80
Axis Bank	Catalyst	200.00	45.00	0.00	1.10	49.50
Bank of India	Catalyst	400.00	93.56	0.02	1.10	102.94
Bank of India	Catalyst		93.56	0.02	1.10	102.94
Bank of India	Catalyst		93.56	0.02	1.10	102.94
Bank of India	Catalyst		96.77	0.02	1.10	106.47
Canara Bank	Catalyst	250.00	109.38	0.16	1.11	121.58
Canara Bank	Catalyst	500.00	100.00	0.38	1.11	111.42
			100.00	0.38	1.11	111.42
			50.00	0.19	1.11	55.71
			250.00	0.95	1.11	278.55
HDFC Bank	Catalyst	175.00	25.00	0.20	1.10	27.72
			7.5	0.06	1.10	8.32
			25.00	0.20	1.10	27.72
HDFC Bank	Catalyst	120.00	84.00	0.58	1.10	93.04
HDFC Bank	Catalyst	80.00	60.00	0.44	1.10	66.48
HDFC Bank	Catalyst	210.00	192.5	0.76	1.10	212.59
HDFC Bank	Catalyst	200.00	75.00	0.03	1.10	82.54
HSBC Bank	Catalyst	150.00	12.50	0.09	1.11	13.98
			37.50	0.28	1.11	41.94
			33.33	0.25	1.11	37.28
HSBC Bank	Catalyst	125.00	83.33	0.63	1.11	93.20
HSBC Bank	Catalyst	75.00	4.17	0.03	1.11	4.66
			70.00	0.53	1.11	78.29
HSBC Bank	Catalyst	300.00	25.00	0.19	1.11	27.96
			200.00	1.51	1.11	223.67
			50.00	0.38	1.11	55.92

**CATALYST TRUSTEESHIP LIMITED**  
 Registered Office: C-06, Hiran, Post No. 86, Shrushti Colony (Right), Near Road, Pune - 411 008 Tel: +91 20 6693 7200  
 Delhi Office: 100-01, 1<sup>st</sup> Floor, Kulkarni Building, 26 Kirti Kirti Gandhi Marg, New Delhi - 110 001 Tel: +91 011 4992 9301/02  
 Corporate Office: 501, 5<sup>th</sup> Floor, Tower B, Parkside Business Park, Sarvodaya Nagar, Lower Panel, Pune - 411 008  
 Tel: +91 20 4522 0856 Fax: +91 20 4522 0808  
 CIN No. U71999PN1997PLC10262 Email: info@trustee.com Website: www.catalysttrustee.com



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ICICI Bank	Catalyst	200.00	75.00	0.00	1.10	82.50
ICICI Bank	Catalyst	200.00	125.00	0.00	1.10	137.50
Indian Overseas Bank			50.00	0.00	1.10	55.00
Indian Bank	Catalyst	250.00	50.00	0.00	1.10	55.00
Indian Bank	Catalyst	300.00	155.56	0.00	1.10	171.11
Indian Bank			77.78	0.00	1.10	85.56
Karnataka Bank	Catalyst	100.00	20.00	0.00	1.10	22.00
			10.00	0.00	1.10	11.00
			15.00	0.00	1.10	16.50
State Bank of India			12.5	0.31	1.10	14.09
State Bank of India	Catalyst	250.00	75.02	0.31	1.10	82.86
			50.02	0.35	1.10	55.4
State Bank of India	Catalyst	300.00	49.93	0.35	1.10	55.31
State Bank of India	Catalyst	300.00	80.00	0.56	1.10	88.62
State Bank of India	Catalyst	300.00	200.00	1.41	1.10	221.55
State Bank of India	Catalyst	400.00	400	2.42	1.10	442.66
SIDBI	Catalyst	244	175	0.12	1.10	192.63
The Federal Bank Limited	Catalyst	100.00	27.00	0.00	1.10	29.70
The Federal Bank Limited	Catalyst	100.00	44.44	0.00	1.10	48.89
The Federal Bank Limited	Catalyst	60.00	41.54	0.00	1.10	45.69
Union Bank of India (Erstwhile Corporation Bank)	Catalyst	100.00	6.25	0.00	1.10	6.88
			31.67	0.01	1.10	34.84
			10.00	0.00	1.10	11.
				0.01		
Union Bank of India	Catalyst	150.00	25.00		1.10	27.51
Union Bank of India	Catalyst	40.00	40.00	0.01	1.10	44.01
Union Bank of India	Catalyst	160.00	160.00	0.04	1.10	176.04
Union Bank of India	Catalyst	100.00	100.00	0.02	1.10	110.03
Union Bank of India	Catalyst	500	5.00	0.00	1.10	5.50
<b>Total - I - A</b>		<b>6539</b>	<b>4212.73</b>	<b>14.22</b>	<b>60.64</b>	<b>4660.96</b>

**CATALYST TRUSTEESHIP LIMITED**

Registered Office: CDA House, Post No. 85, Brindavan Colony (Right), Peenya Road, Pune - 411 004 Tel: +91 (22) 6690 2200  
 Delhi Office: 902/901, 9<sup>th</sup> Floor, Parkside Building, 28 Kirti Khera Gandhi Marg, Connaught Place - 110 001 Tel: +91 (11) 232 9314-22  
 Corporate Office: 604, 6<sup>th</sup> Floor, Tower-B, Hindustan Business Park, Saraspali Road, Lower Panel (W), Marolli - 400009  
 Tel: +91 (22) 4822 0888 Fax: +91 (22) 4822 0800  
 CIN No. U19509MH2009PL100000. Email: info@trustee.com Website: www.catalysttrustee.com

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Working Capital / Demand Loan :						
Axis Bank	Catalyst	25.00	00.00	0.00	1.10	27.50
RBL Bank	Catalyst	200	20	0.00	1.10	22.00
<b>Total (B)</b>		<b>225</b>	<b>20</b>	<b>0.00</b>	<b>2.20</b>	<b>49.50</b>
<b>TOTAL (A+B)</b>		<b>6764</b>	<b>4232.73</b>	<b>14.22</b>	<b>62.84</b>	<b>4710.46</b>

**CATALYST TRUSTEESHIP LIMITED**  
 Registered Office: CGO House, Plot No. 85, Khushi Colony (Right), Post Bag, Pune - 411 005 Tel: +91 20 6690 7000  
 Delhi Office: 500-01, 9<sup>th</sup> Floor, Kuber Building, 26 Kirti Khera Gandhi Marg, New Delhi - 110 001 Tel: +91 011 4322 9501/52  
 Corporate Office: 504, 9<sup>th</sup> Floor, Tower-B, Parkside Business Park, Saraspali Rajpur Marg, Lower Panel W.I. Mumbai - 400018  
 Tel: +91 22 4822 0388, Fax: +91 22 4822 0400  
 CIN No. U74999MH2007FAC19262, Email: info@trustee.com Website: www.catalysttrustee.com  
 Pune | Mumbai | Bangalore | Delhi | Chennai | GIFT City | Kolkata | Hyderabad



**B. K. Khare & Co.**  
**Chartered Accountants**  
706/708, Sharda Chambers, New Marine  
Lines, Mumbai - 400 020, India

**Statutory Auditor Consent letter**

To,

**Board of Directors**  
**SMFG India Home Finance Company Limited**  
(Formerly Fullerton India Home Finance Company Limited)  
2<sup>nd</sup> North Avenue  
Maker Maxity, 10<sup>th</sup> Floor  
BKC, Bandra (East)  
Mumbai- 400051

Dear Ma'am/Sir

**Sub: PROPOSED ISSUE OF DEBT SECURITIES BY SMFG INDIA HOME FINANCE COMPANY LIMITED (FORMERLY FULLERTON INDIA HOME FINANCE COMPANY LTD.) FROM TIME TO TIME COMPRISING RATED, LISTED, REDEEMABLE, TRANSFERABLE, NON CONVERTIBLE DEBENTURES OF FACE VALUE INR 1,00,000/- (RUPEES ONE LAKHS ONLY), INCLUDING ISSUANCE OF SUB-DEBT FOR FACE VALUE INR 1,00,000/- (TOGETHER "DEBENTURES") AND RATED, LISTED COMMERCIAL PAPER FOR FACE VALUE OF Rs 5,00,000/- EACH ("COMMERCIAL PAPER"), AGGREGATING TO INR 2500 CR\$ ISSUED AT PAR/ PREMIUM/DISCOUNT (DEBENTURES AND COMMERCIAL PAPER ARE TOGETHER REFERRED TO AS THE "DEBT SECURITIES") ("Issuer"/ "Company / SMHFC") ON PRIVATE PLACEMENT BASIS**

We B. K. Khare & Co. Chartered Accountants (Firm's Registration No: 105102W), hereby give our consent to act as the Statutory auditor to the Issue, and our name being included as the Statutory Auditors of the Company and to include the limited review reports dated 07 August 2024 related to financial results for the quarter ended 30<sup>th</sup> June, 2024 in the General Information Document and relevant Key Information Document to be filed by the Company with the [BSE/NSE Limited] ("Stock Exchange") in terms of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time ("SEBI NCS Regulations") (collectively the "Issue Documents").

We hereby consent that the following details along with any information as required to be disclosed pursuant to the SEBI NCS Regulations, with respect to us may be disclosed, in the General Information Document, relevant Key Information Document and other Issue related material:

<b>Name</b>	:	B. K. Khare & Co., Chartered Accountants
<b>Address</b>	:	706-708, Sharda Chambers, New Marine Lines, Mumbai 400020
<b>Tel</b>	:	022-62439500
<b>Email</b>	:	info@bkkhareco.com
<b>Peer Review No.</b>	:	014113
<b>Contact Person</b>	:	Ms. Padmini Khare
<b>Website</b>	:	www.bkkhare.com

## B. K. Khare & Co. Chartered Accountants

We hereby consent to inclusion of the extracts of this letter in the General Information Document, relevant Key Information Document or any other document in terms of the SEBI NCS Regulations.

We confirm that we will immediately inform the Company of any change, additions or deletions in respect of the matters covered in this letter till the date when the NCDs commence trading on the Stock Exchange, if we become aware of the same. In the absence of any such communication from us, the above information should be taken as updated information until commencement of trading of the NCDs on the Stock Exchange.

We also agree to keep strictly confidential, until such time as the proposed transaction is closed, (I) the nature and scope of this transaction; and (II) our knowledge of the proposed transaction of the Company.

This letter has been issued at the request of the Company for use in connection with the Issue and may accordingly be relied on by the Company and the legal counsel appointed in relation to the Issue, and may, *inter alia*, be submitted to the Stock Exchange and/or any other regulatory/statutory/governmental or any other authority, and be produced in any actual/potential proceeding or actual/potential dispute relating to or connected with the General Information Document, relevant Key Information Document or otherwise in connection with the Issue.

Yours faithfully,  
For B. K. Khare & Co  
Chartered Accountants  
Firm Registration No: 105102W

Aniruddha Mohan Joshi  
Digitally signed by Aniruddha  
Mohan Joshi  
Date: 2024.09.04 11:56:12 +05'30'

Aniruddha Joshi  
Partner Membership No: 040852  
Date: 04 September 2024  
Place: Mumbai

No. 014113



Peer  
Review  
Certificate

Peer Review Board

The Institute of Chartered Accountants of India  
New Delhi

This is to certify that the Peer Review of

*M/s B K Khare & Co*

*706-708, Sharda Chambers,*

*New Marine Lines,*

*Mumbai-400020*

*FRN/Mem. No. 105102W*

(Name of PU, Address, FR No./M. No.)

has been carried out for the period

*2018-2021*

pursuant to the Statement on Peer Review.

This Certificate shall be effective from *16-03-2022*

and shall remain valid till *31-03-2025*

Issued at New Delhi on *17-03-2022*

CA. CHANDRASHEKHAR VASANT CHITALE  
Chairman  
Peer Review Board

CA. ANUJ GOYAL  
Vice-Chairman  
Peer Review Board

CA. NIDHI SINGH  
Secretary  
Peer Review Board

**Disclaimer:** The Peer Review process pertains to review of assurance services independent of Disciplinary Proceedings and therefore does not provide immunity from Disciplinary/Legal proceedings or action initiated against practice firm or its partners/employees

Checked by  
*Kaj Kumar*

**ANNEXURE V**  
**Debenture Trustee Consent Letter and Due Diligence Certificate**

**CATALYST**  
Believe in yourself... Trust us!



CL/DEB/24-25/1056

Date: 05<sup>th</sup> September 2024

To,  
SMFG India Home Finance Company Limited,  
5th and 6th Floor, B - Wing, Supreme Business Park,  
Hiranandani Gardens Powai, Near Sharma Cottage, Behind Lake Castle,  
Mumbai-400076

Dear Sir/ Madam,

Re: Consent to act as a Debenture Trustee for Private Placement of Fully Paid, Rated, Listed, Redeemable, Transferable, Secured, Non-Convertible Debentures aggregating upto ₹ 200 Crores for series 27

We refer to your letter dated 05.09.2024, requesting us to convey our consent to act as the Debenture Trustee for captioned issue of Debentures.

We hereby convey our acceptance to act as Debenture Trustees for the said issue Debentures, subject to execution of Debenture Trustee Agreement as per Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993, thereby agreeing to execute Debenture Trust Deed and to create the security if applicable within the timeline as per relevant Laws/Regulations and in the Offer Document / Information Memorandum / Disclosure Document / Placement Memorandum and company agreeing / undertaking to comply with the provisions of SEBI ( Debenture Trustee ) Regulations, 1993, SEBI ( Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations & Disclosure Requirements) Regulation 2015, Companies Act, 2013 and Rules thereunder and other applicable laws as amended from time to time.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.

Thanking you.

Yours faithfully,



Name: Sanskruti Ambre

Designation: Manager

**CATALYST TRUSTEESHIP LIMITED** (FORNMLS & OGD TRUSTEESHIP LIMITED)

An ISO 9001 Company

Mumbai Office : Unit No- 801, 8th Floor, Tower B, Peninsula Business Park, Strategical Road, Colaba, Mumbai - 400025 Tel : +91 (022) 4832 8888 Fax : +91 (022) 4832 8888

Regd. Office : GDA House, Plot No. 85, Bhandari Chawl (Pig), East Road, Pimpri - 411 005 Tel : +91 (020) 25288888 Fax : +91 (020) 25288275

Delhi Office : Office No. 24C, 6th Floor, Habitat Building, 25, Kirti Khandi Marg, New Delhi - 110001 Tel : +91 499 2919192

CRN No. U74609PN307PLC110332 Email : [info@catystrustee.com](mailto:info@catystrustee.com) Website : [www.catystrustee.com](http://www.catystrustee.com)

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**Annexure A**

**Fee Structure for transaction CL/DEB/24-25/1056**

PARTICULARS	AMOUNT
Acceptance fees (one-time, non-refundable, payable on our appointment)	₹ 160,000
Annually Trusteeship Fees (Amount/Percentage)	₹ 240,000

Annually Fees are payable in advance each year from date of execution till termination of the transaction. Pro-rata charges would apply for the first year till FY end, as applicable. The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

Please return the second copy this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

We accept the above terms.

For Catalyst Trusteeship Limited

For SMFG INDIA HOME FINANCE  
COMPANY LIMITED



Name: Sanskruti Ambre

Name:

Designation: Manager

Designation:

**CATALYST TRUSTEESHIP LIMITED** (FOR PRIVATE CIRCULATION ONLY)  
FOR PRIVATE CIRCULATION ONLY

An SMFG Company

Mumbai Office : Unit No 801, 8th Floor, Tower B, Peninsula Business Park, Oneopal Road, Bandra, Lower Parel (W), Mumbai - 400012 Tel : +91 (022) 4922 0000 Fax : +91 (022) 4922 0000

Regd. Office : CDA House, Plot No. 85, Shree Colony (Right), Park Road, Pimpri (W), Tel : +91 (020) 25286664 Fax : +91 (020) 25286025

Bang. Office : Office No. 045, 8th Floor, Halket Building, 26, Kasturba Gandhi Marg, New Delhi - 110001 Tel : +91 491 2919192

CIN No. U74900MH2007PLC110302 Email : [info@cataysttrustee.com](mailto:info@cataysttrustee.com) Website : [www.cataysttrustee.com](http://www.cataysttrustee.com)

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CL/24-25/09882

(Annexure IIA)

**DUE DILIGENCE CERTIFICATE TO BE GIVEN BY THE DEBENTURE TRUSTEE AT THE TIME OF FILING THE  
DRAFT OFFER DOCUMENT/ INFORMATION MEMORANDUM**

[In reference to Chapter II, Clause 2.2.4 of SEBI Master Circular for Debenture Trustees dated May 16, 2024]

To,  
National Stock Exchange of India Limited  
Exchange Plaza, Plot no. C/1, G Block  
Bandra-Kurla Complex, Bandra (E)  
Mumbai 400 051  
Maharashtra, India

Dear Sir / Madam,

**SUB.: ISSUE OF UPTO 20,000 (TWENTY THOUSAND) RATED, LISTED, SENIOR, REDEEMABLE,  
TRANSFERABLE, SECURED, FIXED RATE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE INR  
1,00,000/- (RUPEES ONE LAKH ONLY) EACH, AGGREGATING TO INR 200,00,00,000/- (RUPEES TWO  
HUNDRED CRORES ONLY) ON A PRIVATE PLACEMENT BASIS BY SMFG INDIA HOME FINANCE  
COMPANY LIMITED (FORMERLY FULLERTON INDIA HOME FINANCE CO. LTD.).**

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 and listed.
- 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 / information memorandum and all disclosures made in the offer document / information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

**CATALYST TRUSTEESHIP LIMITED**

Registered Office - GDA House, Plot No. 88, Bhuseil Colony (Right), Paud Road, Pune - 411 030 Tel : +91 (22) 6880 7200  
Delhi Office - 910-911, 9<sup>th</sup> Floor, Kafesh Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9909/02  
Corporate Office - 901, 5<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505  
CIN No. U74999MH1997PLC110262 Email : dr@cltrustee.com Website : www.catalysttrustee.com

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- 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 / placement memorandum.

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

Place: Mumbai  
Date: September 06, 2024



For Catalyst Trusteeship Limited

FOR CATALYST TRUSTEESHIP LIMITED

*Kalyani Pandey*  
Authorized Signatory

Ms. Kalyani Pandey  
Compliance Officer

**CATALYST TRUSTEESHIP LIMITED**

Registered Office : GDA House, Plot No. 85, Bhamburda Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 9880 7300  
Delhi Office : 810-811, 8<sup>th</sup> Floor, Kalash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 8908/02  
Corporate Office : 901, 9<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505  
CIN No. U75409MH1997PLC10262 Email : [info@trustee.com](mailto:info@trustee.com) Website : [www.catalysttrustee.com](http://www.catalysttrustee.com)

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## **ANNEXURE VI**

### **All Covenants of the Issue**

#### **1. INTEREST PAYABLE ON DEBENTURES.**

- (a) For the Debentures issued under Series 27, the interest will be payable annually and at maturity at the Coupon Rate from Date of Allotment. The Company shall pay interest on the principal amount of the Debentures outstanding on maturity, as mentioned in the Key Information Document (subject to deduction of income tax at source at the rates for the time being prescribed under the Income Tax Act, 1961 and the Rules made thereunder or any statutory modification or re-enactment thereof for the time being in force).
- (a) In case the coupon payment date falls on a day which is not a Business Day, then succeeding Business Day shall be considered as the effective date for payment of interest. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the Term Sheet.
- (b) In case the Redemption Date falls on a day which is not a Business Day, then preceding Business Day shall be considered as the effective date for payment of principal.
- (c) No interest/ interest on interest shall accrue on the Debentures after the date of maturity of the Debentures.

#### **2. REDEMPTION**

The Company shall redeem the Debentures basis the Issue Structure, Terms & Conditions above on the Redemption Date more particularly mentioned in the Key Information Document i.e. as per term sheet (being tenor as per term sheet) from the Date of Allotment (mentioned in the Key Information Document).

#### **3. MODE OF PAYMENT**

Payment of the principal, all interest as per the Term Sheet appended hereinabove, and other monies will be made to the registered Debenture Holders and in case of joint holders to the one whose name stands first in the list of beneficial owners. Such payments shall be made by electronic mode or cheque or demand drafts drawn by the Company on its bankers (subject to deduction of income tax at source at the rates for the time being prescribed under the Income Tax Act, 1961 and the Rules made thereunder or any statutory modification or re-enactment thereof for the time being in force).

#### **4. UNDERTAKING TO PAY**

- a. The Company covenants with the Trustee that it shall pay to the beneficial owner(s) / the Debenture Holders, the principal amount of the Debentures, the interest amount payable, and all other monies due and payable to the Debenture Holders as and when due, as per the terms and conditions as mentioned in the Debenture Trust Deed and this Key Information Document in pursuance of which the Debentures are issued by the Company and other Transaction Documents.

- b. Provided that if so called upon by the Trustee for the beneficial owner(s) / Debenture Holders, the Company shall make payment as aforesaid to or to the order of or for the account of the Trustee and such payment shall be deemed to be in satisfaction of the aforesaid covenant of the Company to make such payments to the beneficial owner(s) / Debenture Holder(s).
- c. The Company shall, at all times until all amounts in relation to the Debentures have been repaid in full, maintain the Redemption Account from which it proposes to pay the coupon and the principal amount unless it is changed in the manner provided below.
- d. The Company hereby grants irrevocable and unconditional authority to the Debenture Trustee to liaise with the Account Bank and seek information relating to the debt redemption payment status and interest payment status for the aforementioned account for ascertaining and monitoring the redemption payment status and interest payment status of the Debentures until the Debentures have been repaid in full. The Company has issued/will issue a duly executed pre-authorisation letter dated on or about the date of the Debenture Trust Deed to the Account Bank in this regard. In case of a change of the Account Bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter.
- e. The Company further covenants to pay interest, additional interest, liquidated damages, premia on prepayment, costs, charges and expenses, including fees and expenses of the Debenture Trustee and all other monies payable by the Company in respect of the Debentures under the Debenture Trust Deed and Key Information Document.

#### **5. OTHER COVENANTS IN RELATION OF SECURITY**

- a. The Company shall not create further charge or encumbrance over the Secured Property without the approval of the Trustee except as permitted in the Debenture Trust Deed or the Security Documents.
- b. The Secured Property shall become enforceable upon the occurrence of an Event of Default, in accordance with the provisions of Part B of the Debenture Trust Deed.
- c. The Company shall ensure that books of accounts of the Company and the Secured Property shall at all reasonable times be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for the purposes, appoint.

#### **6. POWER OF COMPANY TO WITHDRAW PROPERTY ON SUBSTITUTING WITH OTHER PROPERTY**

The Company shall be at liberty at any time during the continuance of this Security Interest, (a) with the prior permission in writing of the Trustee to withdraw any of the Secured Property from such of the trusts, powers and provisions hereof as exclusively relate to the Secured Property upon substituting other property whether of the same or different tenure or kind but of a value equal to or greater than the value of the property proposed to be withdrawn; and (b) create security over any additional assets to cover any shortfall in the Required Security Cover, without the prior consent of Debenture Holders or the Debenture Trustee. But, before the Trustee permits the Company to withdraw any property under the clause, the Company must prove to the satisfaction of the Trustee that the property proposed to be substituted for the same is of a value equal to or greater than the value of the property proposed to be withdrawn and that such property is suitable for the purpose of business of the Company and upon such proof being given, must convey or assign or cause to be conveyed or assigned such property to the Trustee in such manner as they shall direct UPON THE TRUSTS hereof relating to the Secured Property and thereupon the Trustee shall be at liberty to re-convey to the Company or as the Company may direct the property to be withdrawn TO HOLD the same free from such of the Trusts, powers and provisions hereof as exclusively relate to the Secured Property and a declaration in writing signed by

the Trustee that the proof aforesaid has been furnished to their satisfaction shall be conclusive evidence in favour of the Trustee and the following provisions shall have the effect, that is to say:-

- a) The Trustee may accept a certificate signed by any one of the key managerial personnel or the Directors of the Company to the effect that any such property proposed to be substituted is in his opinion suitable for the purpose of business of the Company as sufficient evidence of the fact; and
- b) The Trustee shall be at liberty to accept the fact that the Company has given a specified price for any such property proposed to be substituted as sufficient evidence that the same is worth such price but the Trustee may in their discretion require a written report of a valuer appointed/ approved by them.

7. The Company hereby covenants with the Trustee that the Company will at all times during the tenure of the Debentures (except as may otherwise be agreed in writing by the Trustee):

- (a) Inform the Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.
- (b) Inform the Trustee of all orders, directions, notices, of court/tribunal affecting the Secured Property;
- (c) Not create further charge or encumbrance over the Secured Property without the approval/intimation of / to the Trustee unless Required Security Cover is maintained;
- (d) Maintain, preserve and keep in proper order, as applicable, repair and in good condition the Secured Property. In case the Company fails to keep in proper order, repair and in good condition, the Secured Property or any part thereof, then, in such case, the Trustee may, but shall not be bound to maintain in proper order or repair or condition the Secured Property or any part thereof and any expense incurred by the Trustee and their costs and charges therefore shall be reimbursed by the Company.
- (e) Insure, if applicable and keep insured up to the replacement value thereof or on such other basis as approved by the Trustee (including surveyor's and architect's fees) the Secured Property, as may be specified by the Trustee and shall duly pay all premia and other sums payable for that purpose and effect renewal of such insurance and deliver to and leave with the Trustee every such policy of insurance and the receipt for the last premium payable thereunder. The insurance, if applicable in respect of the Secured Property shall be taken in joint names of the Company, the Trustee and any other person having a pari-passu charge on the Secured Property and acceptable to the Trustee. If so required by the Debenture Holders, the Company shall deliver to the Trustee a chartered accountant's certificate at the end of relevant financial year certifying the adequacy of insurance coverage for the Security Interest.
- (f) Keep 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 Secured Property and the business of the Company and keep the said 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 and the Company will ensure that all entries in the same relating to the Secured Property and the business of the Company shall at all reasonable times be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for the purposes, appoint;
- (g) Give to the Trustee or to such person or persons as aforesaid such information as they or be or any of them shall require as to all matters relating to the business, property and affairs of the Company which are relevant in relation to this transaction and at the time of the issue thereof to the shareholders of the Company furnish to the Trustee, two copies of every report, balance sheet, profit and loss account issued to the shareholders of the Company.

- (h) Permit the Trustee and such person, as they shall from time to time in writing for that purpose appoint to enter into or upon and to inspect the Secured Property and pay all traveling, hotel and other expenses of any person whom the Trustee may depute for the purpose of such inspection and if the Trustee shall for any reason, decide that it is necessary to employ an expert, to pay the fees and all traveling hotel and other expenses of such expert provided all the aforesaid expenses are reasonable and pre-approved as per the rules of the Company.
- (i) Punctually pay all rents, royalties, taxes, rates, levies, cases, assessments, impositions and outgoing, governmental, municipal, or otherwise imposed upon or due and payable by the Company as and when the same shall become due and payable and when required by the 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 security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company in respect of or any part of the Secured Property.
- (j) Not declare or pay any dividend to the shareholders, whether equity or preference, in any year until the Company has paid or made satisfactory provision for the payment of the instalments of principal and interest due and payable to the Debentures. or has made provision satisfactory to the Trustee for making such payment. Provided always that, the Company shall not require to obtain any permission of the Trustee if there is no default in relation the Debentures issued herein. Notwithstanding anything contained in this paragraph, if the Company has defaulted in payment of coupon or redemption of the Debentures or in creation of security in accordance with the terms of the Key Information Document, any distribution of dividend shall require the prior written approval of the Debenture Trustee.
- (k) Inform the Trustee about any material change in nature and conduct of business by the Company in Memorandum of Association which will adversely affect the rights of the investors in this transaction.
- (l) Shall furnish to the Trustee, the following particulars in respect of the Series 24:
  - (a) Quarterly report to the Trustee:
  - (b) Updated list of the names and address of the Debenture Holders.
  - (c) Provide details of the interest due but unpaid and reasons thereof.
  - (d) Provide the number and nature of grievances received from the Debenture Holders, resolved by the Company and if unresolved within the period of 30 days, the reason stating for the delay of the same.
  - (e) Provide a statement that the assets of the Company in the form of Movable Property which are available by way of Security Interest are sufficient to discharge the claims of the Debenture Holders as and when they become due.
- (m) Promptly inform the Trustee of any change in its name, any major change in the composition of its Board of Directors which may amount to change in control as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended.
- (n) The Company shall, if and for as long as it is required to do so under the Applicable Laws, create and maintain a debenture redemption reserve ("DRR") in accordance with Section 71 of the Companies Act, 2013, Rule 18 of the Companies (Share Capital and Debenture) Rules 2014 and any other Applicable Laws, until the Amounts Outstanding under the Debenture Trust Deed are completely discharged and paid in full to the satisfaction of the Trustee.
- (o) The Company shall provide relevant documents/information, as applicable, to enable the Trustee to submit the following reports/certification to NSE within the timelines mentioned below or as amended from time to time by applicable regulations or circulars of SEBI::

<b>Reports/Certificate</b>	<b>Periodicity</b>
Security cover certificate in the format as specified by SEBI	Quarterly basis within 75 days of each quarter except for the last quarter of each year for which the certificate has to be submitted within 90 days from the end of financial year.
A statement of value of pledged securities (where applicable)	Half yearly basis within 75 days from end of each half-year.
A statement of value for Debt Service Reserve Account or any other form of security offered (as applicable)	Half yearly basis within 75 days from end of each half-year.
Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 75 days from end of each half-year.
Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor(secured by way of corporate guarantee)	Once in three years within 75 days from the end of the financial year.
Valuation report and title search report for the immovable/movable assets, as applicable	

- (p) The Company shall:
- (a) within 15 (fifteen) days from the end of every half year (i.e. April 15 and October 15), submit a statement to the NSE, as well as to the Depositories containing data in the format as prescribed in the SEBI NCS Regulations;
  - (b) inform the Depositories in case of any modification in terms or structure of the Debentures viz. change in terms of payment, change in interest pay-out frequency, etc. as specified above;
  - (c) intimate to NSE, the Depositories and the Debenture Trustee the status of payment of the Debentures within one working day of any coupon payment date or the Redemption Date;
  - (d) while intimating the status of payment to the Debenture Trustee in accordance with subparagraph (iii) above, also intimate to the Debenture Trustee that they have informed the status of payment or otherwise to the NSE and the Depositories;
  - (e) Comply with all Applicable Law in relation to the Debentures;
  - (f) Submit any such information as may be required by the Trustee, from time to time or as per Applicable Laws, rules, regulations and notifications as amended from time to time;
  - (g) record details including asset details (and their verification), allotment, listing and payment of interest or redemption with the Depositories as required in compliance with the DT-Master Circular for Debenture Trustees;
  - (h) The Company shall create the security as set out in the Term Sheet above prior to listing application of the Debentures. Further, the charge created by Company shall be registered with Sub-registrar, Registrar of Companies, CERSAI, Depository etc., as



applicable, within 30 days of creation of such charge. In case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Company.

## **8. MISCELLANEOUS**

### **a. Stamp Duty**

The Company shall at all times during the tenure of the Debentures pay all such stamp duty (including any additional stamp duty), including the stamp duty on the Debenture Trust Deed, other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the Applicable Laws for the time being in force in the state in which its properties are situated or otherwise, 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.

### **b. Redressal Of Debenture Holders' Grievances**

The Company shall furnish to the Trustee details of all grievances received from the Debenture Holders / beneficial owners and the steps taken by the Company to redress the same. At the request of any Debenture Holder / beneficial owner, the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance(s) and the Company shall after receipt of such notice, shall redress the complaint of Debenture Holder and shall report the same simultaneously to the Trustee.

### **c. Meetings of Debenture Holders**

Any decision made by the Debenture Holders under Trust Deed or in relation to the Debentures shall be made at a meeting of the Debenture Holders convened in accordance with Schedule III of Debenture Trust Deed.

### **d. Other Financial Covenants**

- I. In case of default in payment of interest and/or principal redemption on the due dates, additional interest of at 2% p.a. over the Coupon Rate will be payable by the Company for the defaulting period.
- II. In case of delay in execution of the Debenture Trust Deed and Security Documents beyond statutorily permitted timelines, the Company will refund the subscription with agreed rate of interest or will pay penal interest of at least 2% p.a. over the Coupon Rate till these conditions are complied with at the option of the investor.
- III. In case of delay in listing of the Debentures beyond the timelines prescribed in the SEBI Master Circular, (i) the Company will pay penal interest of 1 % p.a. over the Coupon Rate for the period of delay (from the Date of Allotment to the date of listing) to the investor, and (ii) the Company shall be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final list approval from the NSE.
- IV. The Debentures shall be issued at par/premium and shall rank pari-passu inter-se without any preference or priority of one over the other or others in respect of Debentures issued under Series 27.

## **9. COMPANY'S COVENANTS**

The Company declares, represents and covenants as follows: -

- a. The Company further covenants to duly observe and perform all the terms, covenants, conditions and stipulations contained in the Transaction Documents.
- b. That the Secured Property herein before expressed to be granted, assigned and assured are the absolute property of the Company and is not subject to any lis pendens, attachment or other process issued by any Court or other authority.
- c. That the Secured Property is also charged to other lenders of the Company as security for the credit facilities granted by such lenders on a pari-passu basis and that the said lenders have given their respective consents for ceding pari-passu charge in favour of the Trustee, on the Secured Property, as security for redemption of the Debentures under Series 27 and that the Company shall ensure that the charge in favour of all the said lenders, including the Trustee, shall be with such margin/ security coverage requirements as stipulated by the said lenders and the Trustee and without affecting any particular lender.
- d. That notwithstanding anything done or executed or omitted to be done or executed or knowingly suffered to the contrary, the Company has power to grant, assure and assign into the Trustee the Secured Property.
- e. That the Company shall intimate the Trustee in relation to any amalgamation, merger or reconstruction scheme proposed by the Company.
- f. That the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Trustee and the beneficial owner(s)/ the Debenture Holders may reasonably require for exercising the rights under these presents and the Debentures or for effectuating and completing the Security Interest intended to be hereby created and shall, from time to time and at all times after the Security Interest hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts, and things as the Trustee may require for facilitating realization of the Secured Property and for exercising all the powers, authorities and discretions hereby conferred on the Trustee or any Receiver and in particular the Company shall execute all transfers, conveyances, assignments and assurances of the Secured Property whether to the Trustee or to their nominees and shall give all notices, orders and directions which the Trustee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any government or local authority as the Trustee may require for the consent, sanction or authorization of such authority to or for the sale and transfer of the Secured Property or any part thereof and it shall be lawful for the Trustee to make or consent to make any such applications in the name of the Company and for the purposes aforesaid a certificate in writing signed by the Trustee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

#### **10. AFFIRMATIVE COVENANTS**

The Company hereby covenants with the Trustee that the Company will at all times during the tenure of the Debentures (except as may otherwise be agreed in writing by the Trustee):

- a. The Articles of Association of the Company does not include any clause which restricts consolidation and/ or re-issuance of non-convertible debentures.
- b. Carry out and conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices, with qualified and experienced management and personnel and pay all rents, cesses and other payments and outgoings payable out of or in respect of the Secured Property falling to be paid by the Company and carry out all covenants, obligations, agreements, stipulations, conditions and terms and on its part to be performed or carried out in respect of the Secured Property or any part thereof.
- c. Strictly abide by the Master Direction – Non-Banking Financial Company – Housing Finance Company (Reserve Bank) Directions, 2021 dated 17 February, 2021, and other applicable regulations of the NHB and the RBI, each as amended from time to time, and accordingly utilize for eligible end-uses allowed under the relevant regulations and Applicable Law for deployment of funds for creation of its own balance sheet/ assets and not to facilitate resource requests of or utilization by group entities/parent company/associates. The Issuer shall use the proceeds from the issue of the Debentures for assets growth/ development and shall furnish to the Trustee a statement showing the manner in which the said monies have been utilized.
- d. At the end of each financial year procure and furnish to the Trustee, a certificate from the Company's statutory auditors in respect of the utilization of funds raised by the issue of Debentures.
- e. Insure, if applicable and keep insured up to the replacement value thereof or on such other basis as approved by the Trustee (including surveyor's and architect's fees) the Secured Property, as may be specified by the Trustee and shall duly pay all premia and other sums payable for that purpose and effect renewal of such insurance and deliver to and leave with the Trustee every such policy of insurance and the receipt for the last premium payable thereunder. The insurance, if applicable in respect of the Secured Property shall be taken in joint names of the Company, the Trustee and any other person having a pari-passu charge on the Secured Property and acceptable to the Trustee. If so required by the Debenture Holders, the Company shall deliver to the Trustee a chartered accountant's certificate at the end of relevant financial year certifying the adequacy of insurance coverage for the assets provided as Security Interest.
- f. Keep 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 Secured Property and the business of the Company and keep the said 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 and the Company will ensure that all entries in the same relating to the Secured Property and the business of the Company shall at all reasonable times be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for the purposes, appoint.
- g. Give to the Debenture Trustee or to such person or persons as aforesaid such information as they or be or any of them shall require as to all matters relating to the business, property and affairs of the Company which are relevant in relation to this transaction and at the time of the issue thereof to the shareholders of the Company furnish to the Trustee, two copies of every report, balance sheet, profit and loss account issued to the shareholders of the Company.
- h. Permit the Trustee and such person, as they shall from time to time in writing for that purpose appoint to enter into or upon and to inspect the Secured Property and pay all traveling, hotel and other expenses of any person whom the Trustee may depute for the purpose of such inspection and if the Trustee shall for any reason, decide that it is necessary to employ an expert, to pay the fees and all traveling hotel and other expenses of such expert provided all the aforesaid expenses are reasonable and pre-approved as per the rules of the Company.

- i. Punctually pay all rents, royalties, taxes, rates, levies, cases, assessments, impositions and outgoing, governmental, municipal, or otherwise imposed upon or due and payable by the Company as and when the same shall become due and payable and when required by the 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 security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company in respect of or any part of the Secured Property.
- j. Forthwith give notice in writing to the Trustee of commencement of any proceedings adversely affecting the Secured Property.
- k. Duly cause these presents to be registered in all respects so as to comply with the provision of the Act and also cause these presents to be registered in conformity with the provision of the Indian Registration Act, 1908, or any act, ordinance or regulation of or relating to any part of India, within which any portion of the Secured Property, is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these premises, and in accordance with the Company's Memorandum and Articles of Association;
- l. Diligently preserve its corporate existence and status and all rights, contacts, now held or hereafter acquired by it in the conduct of its business and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Secured Property 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 or the security of the Debentures is 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, interest on the Debenture might or would be hindered or delayed;
- m. Reimburse all sums paid or expenses incurred by the Trustee or any Receiver, attorney, manager, agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf together with supporting invoices.
- n. Promptly inform Debenture Holder/ 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 Companies Act, 2013, or otherwise of any suit or other legal processes admitted against the Company and affecting the title to the properties of the Company or an insolvency resolution process has been admitted in relation to the Company under the Insolvency and Bankruptcy Code, 2016 or if a receiver is appointed of any of its properties of the Company or if a receiver is appointed of any of its properties or businesses or undertakings;
- o. Promptly inform the Trustee of the happening of any event likely to have a substantial effect on the Company's profits or business and of any material changes in the sales of the Company affecting performance of its obligations under the Debenture Trust Deed with any explanation of the reasons therefore.
- p. Promptly inform the Trustee of any loss or damages which the Company may suffer due to any force majeure circumstance or act of God, such as earthquake, flood, tempest or typhoon etc. against which the Company may not have insured its Secured Property (if applicable);
- q. Inform the Trustee about any material change in nature and conduct of business by the Company in its Memorandum of Association which will adversely affect the rights of the investors in this transaction.
- r. Shall furnish to the Trustee, the following particulars in respect of the Series 27:

- i. Quarterly report to the Trustee:
  - ii. Updated list of the names and address of the Debenture Holders.
  - iii. Details of the interest due but unpaid and reasons thereof.
  - iv. The number and nature of grievances received from the beneficial owner(s)/ the Debenture Holders, resolved by the Company and if unresolved within the period of 30 days, the reason stating for the delay of the same.
  - v. A statement that the assets of the Company in the form of Movable Property which are available by way of Security Interest are sufficient to discharge the claims of the Debenture Holders as and when they become due.
- s. Promptly and expeditiously attend to and address the grievances, if any, of the beneficial owner(s)/ the Debenture Holders. The Company further undertakes that it shall advise the Trustee periodically of the compliance. The Company shall appoint a compliance officer as required under SEBI/ NSE directions.
- t. A certificate from director/managing director/ key managerial personnel of the Company, on quarterly basis, certifying the value of the books debts/receivables is sufficient to discharge the claims of the Debenture Holder.
- u. A quarterly certificate from statutory auditor certifying the value of receivables and compliance with the covenants and terms and conditions of issue of Debentures contained in the Key Information Document.
- v. A compliance certificate certified by a Director/Managing director/ key managerial person, in respect of compliance with the terms and conditions of issue of Debentures contained in the Key Information Document, with such periodicity as prescribed by the Applicable Law and rules / regulations or as may be required by the Trustee.
- w. A confirmation certificate to the Trustee, on a yearly basis, that the security created by the Company over the Movable Property in favor of the Debenture Holders is properly maintained and is adequate to meet the payment obligations of the Company under the Debentures towards the Debenture Holders in case of an Event of Default;
- i. A certificate from the statutory auditor on yearly basis giving the value of book debts/receivables.
  - ii. Submit to the Trustee its duly audited annual accounts, within six months from the close of its financial year or such extended time as may be permissible under Companies Act, 2013 or such extended period.
  - iii. Submit statement that the assets of the Company available as security are sufficient to discharge the claims of the Debenture Holders as and when the same become due, as duly certified by Company Secretary/ Chief Operating Officer of the Company on quarterly basis and by a Chartered Accountant on half-yearly basis.
  - iv. Promptly inform the Trustee of any change in its name, any major change in the composition of its Board of Directors which may amount to change in control as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended.
- x. Submit to the stock exchange for dissemination along with the quarterly/ annual financial results, a quarterly communication and a certificate by the Debenture Trustee containing inter alia the following information(as applicable):
- i. debt-equity ratio;
  - ii. debt service coverage ratio;
  - iii. interest service coverage ratio;
  - iv. outstanding redeemable preference shares (quantity and value);
  - v. capital redemption reserve/debenture redemption reserve;

- vi. net worth;
  - vii. net profit after tax;
  - viii. earnings per share:
  - ix. current ratio;
  - x. long term debt to working capital;
  - xi. bad debts to account receivable ratio;
  - xii. current liability ratio;
  - xiii. total debts to total assets;
  - xiv. debtors turnover;
  - xv. inventory turnover;
  - xvi. operating margin (%);
  - xvii. net profit margin (%);
  - xviii. sector specific equivalent ratios, as applicable
- y. The investor should note that, the Company will not create or build any sinking fund for pooling of any accrued interest or other proceeds in zero coupon bond issuances or issues of similar nature and investor is required to conduct its own due diligence and appraisal before investing. The Company will not be responsible in any manner, whatsoever for the investment decision made by an investor.
- z. In accordance with SEBI Master Circular, the Company may from time to time consolidate one or more issuances of non-convertible debentures maturing in the same financial year, by adjusting the price of securities, as howsoever may be required for such consolidation, and issue/ re-issue the consolidated securities under the cover of single/ same ISIN for any amount, whatsoever. The Company hereby reserves its rights to use, reuse, and extinguish the said ISIN at its sole and exclusive discretion.”
- aa. Submit such information as may be reasonably required by the Debenture Trustee, to perform its obligations from time to time.
- bb. In accordance with SEBI Master Circular the Company shall provide bank details (from which it proposes to pay the redemption amount). Company shall also inform the Debenture Trustee(s) of any change in bank details within 1 working day of such change. The Company hereby submits a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee.
- cc. The Company shall maintain a recovery expense fund in the form and manner as may be specified in the SEBI NCS Regulations and the SEBI Master Circular from time to time.
- dd. The Company shall provide an asset cover certificate in the format specified by SEBI as under any other applicable regulations and Acts on a quarterly basis within 75 days of end of each financial quarter which is applicable for first three financial quarters / 90 days from the end of the financial year which is applicable for the last financial quarter from end of each financial quarter or within such timelines as prescribed under Applicable Law.
- ee. The Company shall:
- i. within 15 (fifteen) days from the end of every half year (i.e. April 15 and October 15), submit a statement to the NSE, as well as to the Depositories containing data in the format as prescribed in the SEBI NCS Regulations;
  - ii. inform the Depositories in case of any modification in terms or structure of the Issue viz. change in terms of payment, change in interest pay-out frequency, etc. as specified above;
  - iii. intimate to NSE, the Depositories and the Debenture Trustee the status of payment of the Debentures within one working day of any coupon payment date or the Redemption Date; and

- iv. while intimating the status of payment to the Debenture Trustee in accordance with subparagraph (iii) above, also intimate to the Debenture Trustee that they have informed the status of payment or otherwise to the NSE and the Depositories.
- v. provide relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence and monitoring of Security created if any.
- ff. The Company shall submit, a copy of the financial results submitted to Stock Exchange as per Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall also be provided to Debenture Trustee on the same day the information is submitted to the Stock Exchange.
- gg. The Company shall comply with all the applicable regulations as per the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 as amended from time to time.
- hh. The Company shall appoint the person nominated by the Debenture Trustee in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its board of directors at the earliest and not later than one month from the date of receipt of nomination from the Debenture Trustee. The Company shall take steps to amend its Articles of Association for the purpose if the need arises.
- ii. Within 45 days of the end of each financial year quarter (i.e. within 45 days of each of the dates 30th June, 30th September, 31st December and 31st March), procure and furnish to the Trustee its shareholding details

## 11. MISCELLANEOUS

### a. Force Majeure

The Company shall not be liable for any failure or delay in performing an obligation under this Key Information Document that is beyond its reasonable control, arising out of acts of God, acts or decrees of governmental or military bodies, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, fire, casualty, flood, earthquake, strike, lockout, fire, explosion, civil commotion, destruction of production facilities, breakdown of communication facilities, breakdown of web host, natural catastrophes, governmental acts or omissions or natural disaster. If the Company desires to rely upon any of the foregoing for default or breach, it shall, when the cause arises, give to the Trustee prompt notice of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice thereof to the Trustee.

### b. Moratorium

In the event the Government of India or Reserve Bank of India or any other relevant governmental agency, statutory/ regulatory body declares a general moratorium or "standstill" (or makes or passes any order or regulation or issues any guidelines, notification having a similar effect) ("**the Moratorium Framework**") in respect of the payment or repayment of any financial indebtedness (whether in the nature of principal, interest or otherwise) owed by the Company (and/or whether such declaration, order or regulation is of general application, applies to a class of persons which includes a guarantor or a security provider), the Company and the Debenture Trustee (on behalf of the Debenture Holders) agree (i) to comply with the Moratorium Framework and shall make it applicable to the Issue

immediately without any further request/ notification from each other and (ii) such implementation of Moratorium Framework shall not be construed as an Event of Default under the Transaction Documents.

**c. Covenants**

Upon proof being given to the reasonable satisfaction of the Trustee that all the Debentures entitled to the benefit of the trusts hereof together with interest and all other monies and Amounts Outstanding payable hereunder have been paid off or satisfied in accordance with the tenor thereof and upon payment of all costs, charges and expenses incurred by the Trustee or by any Receiver in relation to these presents (including the remuneration of the Trustee and of any Receiver and all interest thereon) and upon observance and performance of the terms and conditions and covenants herein contained the Trustee shall, at the request and cost of the Company, release, re-assign or recovery to the Company or as the Company may direct or to such other person entitled thereto the Secured Property or such part thereof as may remain freed and discharged from the trusts and security hereby created.

**d. Further Borrowings**

The Company shall be entitled to make further issue(s) of debentures and / or avail of further deferred payments / guarantees and / or financial facilities from time to time from Indian and / or international financial institutions, banks and / or any other person(s) on the security of the properties charged in favour of the Trustee or any part thereof and / or such other assets and properties, as long as there is no default in payment of principal and / or interest to the Debenture Holders and the Required Security Cover is maintained.

**12. Change of Control Event**

- (i) The Company shall notify the Trustee in writing of the occurrence a Change of Control Event within 5 days of the occurrence of such event. The Trustee shall inform the Debenture Holders of the occurrence of such Change of Control Event promptly upon receiving the notice from the Company and in any case within 2 Business Days from the date of receiving such notice from the Company.
- (ii) Upon the occurrence of a Change of Control Event, each Debenture Holder shall have the right to review the terms and conditions of the Issue and the Debentures.
- (iii) Within 15 days of the receipt of the written intimation by the Trustee pursuant to a Change of Control Event as stated in paragraph (i) above, each Debenture Holder shall have the right to notify the Trustee in writing and the Trustee shall, on the written instructions of any such Debenture Holder, promptly send a notice to the Company to redeem in full, the Debentures held by that Debenture Holder and make payments of the Amounts Outstanding and all other amounts payable in respect of the Debentures being redeemed in accordance with the Transaction Documents (the **“CoC Redemption Notice”**).
- (iv) Within 60 days of receiving the CoC Redemption Notice, the Company shall redeem in full the Debentures held by the Debenture Holder on whose behalf the Trustee had sent the CoC Redemption Notice by paying the relevant Amounts Outstanding in respect of such Debentures due as on the date of redemption in accordance with the Transaction Documents.

**“Change of Control Event”** means an event whereby Sumitomo Mitsui Financial Group, either directly or indirectly, owns less than 51% of the paid-up share capital of the Company.



### 13. Events of Default and Consequences of Events of Default

#### Events of Default and Remedies

If one or more of the events specified hereunder (hereinafter called 'the Event(s) of Default') happen(s), the Trustee may, in its discretion and shall upon request in writing of the Debenture Holders of an amount representing not less than 75% in value of the nominal amount of the Debentures for the time being outstanding and 60% by number at the ISIN level or by a Special Resolution duly passed at the meeting of the Debenture Holders convened in accordance with the provisions set out hereunder, by a notice in writing to the Company and subject to the 45 day cure period other than payment defaults (or such other cure period as has been specifically agreed in relation to an event in the paragraphs below), declare the principal of, premium any and all interest payable if any on the Debentures as per the Transaction Documents, to be due and payable forthwith and subject to "Consequences of Event of Default", and the Security Interest created hereunder shall become enforceable.

- (a) Default is committed in payment of the principal amount of the Debentures on the due date(s), provided that where such non-payment has occurred on account of a technical error, an Event of Default would occur under this paragraph only if such default continues un-remedied for a further period of 5 Business Days from the relevant due date.
- (b) Default is committed in the payment of the interest which ought to have been paid in accordance with the terms of the Issue, provided that where such non-payment has occurred on account of a technical error, an Event of Default would occur under this paragraph only if such default continues un-remedied for a further period of 5 Business Days from the relevant due date.
- (c) Default is committed in payment within 60 days from the date of the CoC Redemption Notice sent by Trustee to the Company pursuant to the Change of Control Event, of the principal amount of the Debentures, the accrued interest and all other amounts payable in respect of the relevant Debentures required to redeemed in accordance with the Transaction Documents.
- (d) Default is committed in the performance or observance of any covenant, condition or provision contained in these presents (other than the obligation to pay principal, interest if any) which in the reasonable opinion of the Trustee, results in a material adverse effect or puts the Security Interest of the Debenture Holders in serious jeopardy by making the Security Documents unenforceable. Provided that nothing under this paragraph shall be an Event of Default if such failure to perform/observe is capable of being remedied and is remedied within 45 days of the earlier of: (i) the Trustee giving notice of breach or failure to the Company; and (ii) the date on which the Company becomes aware of such failure or breach.
- (e) If the Company has admitted in writing that it is unable to pay its debts as per the provisions of Applicable Law or proceedings for taking it into liquidation, whether voluntarily or compulsorily, have been admitted by the relevant adjudicating authority and an adverse order is passed against the Company.
- (f) If, without the approval of the Trustee or Debenture Holders and other than as permitted herein or under the Security Documents, the Secured Property or any part thereof is sold, disposed of, charged without maintaining the Required Security Cover stipulated, encumbered or alienated without maintaining the Required Security Cover stipulated subject to the earlier charges created;

- (g) The Company has voluntarily become the subject of proceedings under any bankruptcy or insolvency law or the Company is voluntarily dissolved for which action has not been defended by the Company after receipt of notice;
- (h) The corporate insolvency resolution order has been issued leading to appointment of Insolvency Resolution Professional (IRP) by the appropriate authority against the Company under the Insolvency and Bankruptcy Code, 2016 (“IBC”) as amended from time to time.
- (i) If a petition for winding up of the Company shall have been admitted or if an order of a Court of competent jurisdiction is made for the winding up of the Company or a special resolution has been passed by the members of the Company for winding up of the Company, otherwise than in pursuance of a scheme of amalgamation or reconstruction previously approved in writing by the Trustee and duly carried into effect to the conclusion without being contested by the Company.
- (j) A Receiver or a Liquidator has been appointed or allowed to be appointed of all or any material part of the undertaking of the Company and the same act is not contested by the Company;
- (k) If, an attachment or distress has been levied on the Secured Property or any part thereof or execution proceedings have been taken or commenced for recovery of any dues from the Company for which action has not been defended by the Company after receipt of notice which leads to fall in security cover below stipulated levels.
- (l) The Company without the consent of Debenture Holders or the Trustee ceases to carry on its business or any substantial part of its business or gives notice of its intention to do so as currently carried by it.
- (m) When an order has been made by a court or a tribunal or a special resolution has been passed by the members of the Company for winding up of the Company.
- (n) If it becomes illegal under the laws of India to maintain the Debentures or the Company becomes obligated in any manner to withdraw the Debentures.
- (o) The government of India or any other relevant governmental authority nationalises, compulsorily acquires, expropriates or seizes all or any part of the business or assets of the Company.
- (p) If any of the Transaction Documents in relation to the Debentures are found to be invalid or unenforceable under the laws of India and the Company has not taken any action to rectify the same.

If any Event of Default or any event of which, after the notice, or lapse of time, or both, would constitute an Event of Default has happened, the Company shall, forthwith give notice thereof to the Debenture Holders/ Trustee in writing specifying the nature of such Event of Default or of such event. Provided that, for the avoidance of doubt, the failure of the Company to give such notice shall not limit or affect the exercise by the Debenture Trustee and the Debenture Holders of their rights under the Transaction Documents.

All expenses incurred by Debenture-holders / Trustee after an Event of Default has occurred in connection with:

- (a) Preservation of the Company's assets (whether then or thereafter existing); and
- (b) Collection of amounts due under the Transaction Documents,

shall be payable by the Company.

#### 14. Consequences of Event of Default

The Secured Property shall be and remain security to the Trustee till the Debentures are fully redeemed, and the Trustee shall permit the Company, until the happening of one or more of the events upon the happening of which the security hereby constituted shall become enforceable as on the instruction of the Debenture Holders herein provided, to hold and enjoy the Secured Property and to carry on therein and therewith the business authorized by the Memorandum of Association of the Company.

Upon the happening of an Event of Default and only if Event of Default shall be subsisting and upon receipt of a request in writing from the Debenture Holders of an amount representing not less than 75% in value of the nominal amount of the Debentures for the time being outstanding and 60% by number at the ISIN level or by a Special Resolution duly passed at a meeting of the Debenture Holders convened in accordance with the provisions set out in Schedule III, the Trustee (subject to the provisions herein contained as to notice where such provision is applicable) shall send a notice to the Company pointing out the occurrence of the Event of Default and demanding repayment of all amounts due under the Transaction Documents, and subject to the provisions of this Key Information Document and other Transaction Documents enforce the Security Interest created pursuant to the Security Documents in accordance with the terms thereof, and enter upon or take possession of and/or receive the rents, profits and income of the Secured Property or any of them or any part thereof, and (subject to and with the rights hereby conferred on it) may at its discretion and shall, upon request of the Debenture Holders as mentioned above sell, call in, assign, transfer, recover collect and convert into monies the same or any part thereof with full power to sell any of the Secured Property either by public auction or by private contract or otherwise and either for a lump sum or for a sum payable by installments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title or as to the removal of any property which may be sold separately or otherwise as the Trustee shall think proper and with full power to buy in or rescind or vary any contract for sale of the Secured Property or any part thereof and to re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as they shall think fit and to bring, take, arrange, defend, settle, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever whether civil or criminal against the debtors of the Company, the receivables from whom are charged to the Trustee, either in the name of the Company or in its own name as power of attorney holder of the Company, for recovery of the amounts due from them to the Company and to realise the underlying securities thereof.

On occurrence of an Event of Default specified in paragraphs (a) and (b) (Events of Default and Remedies) above, the procedure prescribed in the DT-Master Circular shall be followed by the Trustee in relation to enforcement of Security Interest.

PROVIDED ALWAYS that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power in that behalf (hereinafter referred to as **the 'Power of Sale'**) the Trustee shall give prior written notice of 7 working days its intention to the Company, but the Trustee shall not be bound to give any such notice in any case where in their opinion further delay would imperil the interests of the beneficial owner(s)/the Debenture Holders, or in any case where an order or resolution for the winding up of the Company as mentioned herein shall have been made or passed.

PROVIDED further that the Trustee shall act in accordance with the SEBI Master Circular with respect to the enforcement of security upon the occurrence and continuation of an Event of Default.

After the enforcement of Security Interest over the Movable Property in accordance with Key Information Document, if any Amounts Outstanding still remain due and payable, the Trustees (subject to the provisions herein contained and the terms of the Security Documents) may enforce

the Security Interest created over the Fixed Deposits, to recover an amount equal to the difference in the Required Security Cover and the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company).

Notwithstanding anything contained in this Key Information Document and other Transaction Documents, the Parties agree that (a) the Movable Property is the primary security in relation to the Debentures and the Amounts Outstanding, and if the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company) is at least equal to the Required Security Cover, neither any Debenture Holder nor the Trustee shall take any action to enforce the Security Interest created over the Fixed Deposits by the Company (even if such Security Interest over Fixed Deposits has not yet been released); and (b) subject to paragraph (a) above, if the Security Interest over the Movable Property and the Fixed Deposits becomes enforceable in accordance with the terms of this Key Information Document, Security Interest over the Movable Property shall be enforced in the first instance as the primary security, and after applying the proceeds of such enforcement, the Security Interest over the Fixed Deposits as secondary security may be enforced, to recover an amount equal to the difference in the Required Security Cover and the security cover calculated based on the value of the Movable Property (as reflected in the books of accounts of the Company).

**Annexure VII**  
**Aggregated exposure to top 20 borrowers as on 31 March 2024**

<b>Sr No.</b>	<b>Total Sanctioned (In Crores)</b>	<b>Total Principal Outstanding (In Crores)</b>
1	46	34
2	60	28
3	35	24
4	25	21
5	24	16
6	25	16
7	25	16
8	30	15
9	20	15
10	25	14
11	20	14
12	18	13
13	30	13
14	40	12
15	25	12
16	30	12
17	42	12
18	22	11
19	30	11
20	16	11
<b>Total</b>	<b>588</b>	<b>321</b>

### Annexure VIII

#### Details of Top 20 NPAs as on 31 March 2024

Sr No.	Total Sanctioned (Rupees in Crores)	Total Principal Outstanding (Rupees in Crores)
1	4.91	5.14
2	4.64	4.34
3	3.51	3.86
4	3.45	3.32
5	2.50	2.60
6	2.65	2.59
7	2.29	2.34
8	3.55	2.13
9	1.90	1.89
10	1.54	1.56
11	1.17	1.16
12	1.04	1.12
13	1.05	1.10
14	1.06	1.10
15	1.00	1.08
16	1.15	1.03
17	0.99	0.99
18	0.98	0.96
19	0.85	0.92
20	0.78	0.86
Total	41.00	40.11

## Annexure IX

### Details of debt incurred by the Issuer

#### i. Secured and Unsecured Borrowings as on 30 June 2024

Sr. No	Instrument	Outstanding Amount (Rupees in Crores)	%
1	Secured Borrowings	7,052	97%
2	Unsecured Borrowings	245	3%
	<b>Total</b>	<b>7,297</b>	<b>100%</b>

#### ii. Details of outstanding secured loan facilities as on 30 June 2024

Name of lender	Type of facility	Amount Sanctioned	Principal amount outstanding	Repayment date/schedule	Security	Credit rating, if applicable	Asset classification
Axis Bank	Term Loan	100	84.36	31-Mar-35	1.1	Care	Standard
Axis Bank	Term Loan	100	45.00	30-Sep-28	1.1	Care	Standard
Canara Bank	Term Loan	250	109.38	25-Mar-26	1.11	Care	Standard
Canara Bank	Term Loan	500	500.00	15-Jun-28	1.11	Care	Standard
DCB Bank	Term Loan	50	12.50	31-Oct-25	1.1	Care	Standard
Federal Bank	Term Loan	100	27.00	30-Sep-25	1.1	Care	Standard
Federal Bank	Term Loan	100	44.44	26-Mar-26	1.1	Care	Standard
Federal Bank	Term Loan	60	41.54	30-Sep-28	1.1	Care	Standard
HSBC	Term Loan	150	12.50	05-Mar-26	1.11	Care	Standard
HSBC	Term Loan		37.50	12-Mar-26	1.11	Care	Standard
HSBC	Term Loan		33.33	17-Apr-26	1.11	Care	Standard
HSBC	Term Loan	125	83.33	16-Sep-26	1.11	Care	Standard
HSBC	Term Loan	375	4.17	31-Mar-27	1.11	Care	Standard
HSBC	Term Loan		70.00	20-Apr-27	1.11	Care	Standard

HSBC	Term Loan	300	25.00	30-Aug-27	1.11	Care	Standard
HSBC	Term Loan		200.00	14-Oct-27	1.11	Care	Standard
HSBC	Term Loan		50.00	19-Nov-27	1.11	Care	Standard
HDFC Bank	Term Loan	175	25.00	26-Sep-25	1.1	Care	Standard
HDFC Bank	Term Loan		7.50	30-Dec-25	1.1	Care	Standard
HDFC Bank	Term Loan		25.00	30-Dec-27	1.1	Care	Standard
HDFC Bank	Term Loan	120	84.00	14-Oct-27	1.1	Care	Standard
HDFC Bank	Term Loan	80	60.00	30-Mar-28	1.1	Care	Standard
HDFC Bank	Term Loan		85.00	30-Mar-28	1.1	Care	Standard
HDFC Bank	Term Loan	210	47.50	26-Mar-29	1.1	Care	Standard
HDFC Bank	Term Loan		60.00	03-May-29	1.1	Care	Standard
HDFC Bank	Term Loan		75.00	29-Jun-29	1.1	Care	Standard
Karnataka Bank	Term Loan		20.00	30-Jun-25	1.1	Care	Standard
Karnataka Bank	Term Loan	100	10.00	31-Dec-25	1.1	Care	Standard
Karnataka Bank	Term Loan		15.00	30-Sep-26	1.1	Care	Standard
Indian Overseas Bank	Term Loan	250	100.00	19-Mar-25	1.1	Care	Standard
Indian Bank	Term Loan	300	155.56	28-Nov-27	1.1	Care	Standard
Indian Bank	Term Loan		77.78	20-Dec-27	1.1	Care	Standard
State Bank of India	Term Loan	250	187.47	31-May-30	1.1	Care	Standard
State Bank of India	Term Loan	300	280.00	27-Mar-31	1.1	Care	Standard
State Bank of India	Term Loan	400	100.00	27-Mar-32	1.1	Care	Standard
State Bank of India	Term Loan		100.00	02-May-32	1.1	Care	Standard
State Bank of India	Term Loan		100.00	15-May-32	1.1	Care	Standard
State Bank of India	Term Loan		100.00	15-Jun-32	1.1	Care	Standard
Union Bank	Term Loan	100	16.67	25-Sep-24	1.11	Care	Standard



Union Bank	Term Loan		31.67	30-Jun-25	1.11	Care	Standard
Union Bank	Term Loan		10.00	31-Dec-25	1.11	Care	Standard
Union Bank	Term Loan		25.00	30-Jun-26	1.11	Care	Standard
Corporation Bank	Term Loan	100	6.25	30-Sep-24	1.1	CRISIL	Standard
Union Bank	Term Loan	300	40.00	30-Sep-30	1.11	Care	Standard
Union Bank	Term Loan	300	260	30-Sep-30	1.11	Care	Standard
Union Bank	Term Loan	500	5.00	29-Jun-31	1.11	Care	Standard
Bank of India	Term Loan	400	93.56	30-Sep-31	1.1	Care	Standard
Bank of India	Term Loan		93.56	30-Sep-31	1.1	Care	Standard
Bank of India	Term Loan		93.56	30-Sep-31	1.1	Care	Standard
Bank of India	Term Loan		48.39	30-Sep-31	1.1	Care	Standard
Bank of India	Term Loan		48.39	30-Sep-31	1.1	Care	Standard
IDBI Bank	Term Loan	200	75.00	30-Jun-26	1.1	Care	Standard
IDBI Bank	Term Loan		125.00	30-Dec-28	1.33	Care	Standard
SIDBI	Term Loan	244	175.00	29-Jun-31	1.33	Care	Standard
NHB	Term Loan	200	20.00	01-Apr-31	1.33	Care	Standard
NHB	Term Loan		82.00	01-Apr-34	1.33	Care	Standard
NHB	Term Loan		98.00	01-Apr-34	1.33	Care	Standard
NHB	Term Loan	300	136.10	01-Oct-30	1.33	Care	Standard
NHB	Term Loan		81.58	01-Oct-33	1.33	Care	Standard
NHB	Term Loan		56.56	01-Oct-33	1.33	Care	Standard

**iii. ECB Loan/ECB Bond/Masala Bond as on 30 June 2024**

Lender's Name	Type of facility	Drawdown Date	Sanctioned	Disbursed	Principal o/s (Crs)	Repayment date	Security
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NIL
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**iv. Details of outstanding unsecured loan facilities/ as on 30 June 2024**

- Nil

**v. Details of outstanding non-convertible securities as on 30 June 2024**

Series of NCS	ISIN	Tenor / Period of Maturity Remaining in days	Coupon	Amt outstanding	Date of allotment	Redemption Date/ Schedule	Credit rating	Secured/ Unsecured	Security
Series 9 - FD	INE213W07095	404	9.25%	25	10-Aug-18	08-Aug-25	AAA by CARE	Secured	First Pari Passu charge on Receivables + Fixed Deposits as secondary security in case of shortfall

Series 12 - FD	INE213 W0712 9	227	8.6 5%	121	12- Feb- 20	12- Feb- 25	AAA by CRISIL and AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 17 - FD	INE213 W0718 6	166	8.9 2%	100.0 0	13- Dec- 21	13- Dec- 24	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 17 reissuance - FD	INE213 W0718 6	166	8.9 2%	99	23- Dec- 21	13- Dec- 24	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 18	INE213 W0719 4	327	8.1 0%	200	25- May- 22	23- May- 25	AAA by CRISIL & CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 19	INE213 W0720 2	495	8.2 0%	11.7	07- Nov- 22	07- Nov- 25	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 20	INE213 W0721 0	264	8.4 0%	350	02- Dec- 22	21- Mar- 25	AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 21 Option I	INE213 W0723 6	271	8.3 0%	75	27- Dec- 22	28- Mar- 25	AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 21 Option II	INE213 W0722 8	544	8.4 0%	100	27- Dec- 22	26- Dec- 25	AAA by CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 22	INE213 W0724 4	589	8.4 5%	75	09- Feb- 23	09- Feb- 26	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 23	INE213 W0725 1	684	8.3 5%	350	17- May- 23	15- May- 26	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all

Series 24	INE213 W0726 9	797	8.1 5%	120	05- Sep- 23	05- Sep- 26	AAA by CRISIL & CARE	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
Series 25	INE213 W0727 7	929	8.3 5%	425	17- Jan- 24	15- Jan- 27	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all



Series 26	INE213 W0728 5	1,06 2	8.2 5%	200	28- May- 24	28- May- 27	AAA by CRISIL	Secured	First Pari Pass u charg e on Recei vable s + Fixed Depo sits as seco ndary secur ity incas e of shortf all
	<b>Sub total</b>			<b>2251. 7</b>					
Series 1	INE213 W0801 0	2,16 8	8.5 0%	30	08- Jun- 20	07- Jun- 30	AAA by CRISIL and CARE	UnSecure d	
Series 2	INE213 W0802 8	2,37 6	7.6 3%	40	01- Jan- 21	01- Jan- 31	AAA by CRISIL and CARE	UnSecure d	
Series 3	INE213 W0803 6	2,59 9	7.7 0%	25	12- Aug- 21	12- Aug- 31	AAA by CRISIL and CARE	UnSecure d	
Series 4	INE213 W0804 4	2,94 4	8.4 0%	100	22- Jul- 22	22- Jul-32	AAA by CRISIL and CARE	UnSecure d	
Series 5	INE213 W0805 1	2,96 5	8.4 0%	50	12- Aug- 22	12- Aug- 32	AAA by CRISIL and CARE	UnSecure d	
	<b>Sub total</b>			<b>245.0 0</b>					
	<b>Total</b>			<b>2,496 .70</b>					

vi. **Details of commercial paper issuances as at the end of the last quarter i.e., as at 30 June 2024**

Series of NCS	ISIN	Tenor / Period of Maturity	Coupon	Amount outstanding (Rupees in Crores)	Date of allotment	Redemption Date/Schedule	Credit rating	Secured / Unsecured	Security	Other details viz. details of Issuing and Paying Agent, details of Credit Rating Agencies
NIL										

**vii. List of top ten holders of non-convertible securities in terms of value (on a cumulative basis) as on 30 June 2024**

S No.	Name of the holders	Category of holders	Face value of holding	Amount (Rupees in Crores)	Holding as a % of total outstanding non-convertible securities of the Issuer
1	HDFC MUTUAL FUND	Mutual Fund	100000	549	22%
2	SBI MUTUAL FUND	Mutual Fund	100000	475	19%
3	ADITYA BIRLA SUN LIFE MUTUAL FUND	Mutual Fund	100000	300	12%
4	KOTAK MAHINDRA MUTUAL FUND	Mutual Fund	100000	200	8%
5	STAR HEALTH AND ALLIED INSURANCE CO. LTD.	Insurance	1000000 100000	80 120	8%

6	STATE BANK OF INDIA	Bank Instrument	1000000	200	8%
7	NIPPON INDIAN MUTUAL FUND	Mutual Fund	1000000	120	5%
8	INDIAN OIL CORPORATION LTD (REFINERIES DIVISION) EMPLOYEES PROVIDENT FUND	Pension / Trust	1000000 100000	60 30	4%
9	ICICI PRUDENTIAL MUTUAL FUND	Mutual Fund	1000000	75	3%
10	KOTAK MAHINDRA BANK LIMITED	Bank Instrument	100000	75	3%

**\*including NCD, subdebt, Commercial paper and Perpetual Debt Instrument**

**viii. List of top ten holders of Commercial Paper in terms of value (in cumulative basis)**

S. No.	Name of the holders	Category of holder	Face value of holding	Amount (Rupees in Crores)	Holding as a % of total commercial papers outstanding of the Issuer
NIL					

**ix. Details of PTC (as on 30 June 2024)**

Lender's Name	Type of facility	Drawdown Date	Amount (Cr)	Maturity Date	Repayment Schedule
HL PTC Trust 01	PTC	31-Oct-23	108.32	28-May-48	Monthly

**x. Details of any corporate guarantee(s) issued by the Issuer:**

The Company has not issued any corporate guarantee.

**xi. Details of bank fund based facilities/ rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures/Preference Shares) (As on [30 June 2024]):**

NIL

**xii. Total Borrowing Outstanding as on 30 June 2024**

<b>Sr. No</b>	<b>Instrument</b>	<b>Outstanding Amount (Rupees in Crores)</b>
1	Term Loans	4,242
1	NHB	474
2	Non-Convertible Debentures	2,252
3	ECB Loan	0
4	Commercial Papers	0
5	Tier II Capital	245
6	Perpetual Debt Instruments (PDI)	0
7	PTC	84
8	CC/WCDL	0
	<b>Total</b>	<b>7,297</b>

## Annexure X Abridged Financials – Standalone & Consolidated

SMFG India Home Finance Company Limited (formerly "Fullerton India Home Finance Company Limited") Balance Sheet as at 31 March 2024				
Particulars	Note	As at 31 March 2024 (₹ lakhs)	As at 31 March 2023 (₹ lakhs)	As at 31 March 2022 (₹ lakhs)
<b>ASSETS</b>				
<b>Financial assets</b>				
Cash and cash equivalents	2	33,671	7,175	3,680
Bank balances other than cash and cash equivalents	3	799	30	39,955
Investments	4	26,190	16,308	2,499
Trade receivables	5	208	76	51
Loans and advances	6	7,80,732	5,82,039	3,93,051
Other financial assets	7	10,268	5,072	2,825
		<b>8,51,868</b>	<b>6,10,700</b>	<b>4,42,061</b>
<b>Non financial assets</b>				
Current tax assets (net)	8	547	1,449	1,350
Deferred tax asset (net)	9	4,503	5,287	6,560
Other non financial assets	10	3,128	1,464	662
Property, plant and equipment	11	1,758	1,068	278
Right of use assets	12	5,968	3,757	1,858
Other Intangible assets	13	215	225	170
Intangible assets under development	13	170	50	11
		<b>16,289</b>	<b>13,300</b>	<b>10,889</b>
<b>Total Assets</b>		<b>8,68,157</b>	<b>6,24,000</b>	<b>4,52,950</b>
<b>LIABILITIES AND EQUITY</b>				
<b>Liabilities</b>				
<b>Financial liabilities</b>				
Trade payables	14			
i) total outstanding dues to micro enterprises and small enterprises		591	498	87
ii) total outstanding dues to creditors other than micro enterprises and small enterprises		3,168	3,531	266
Debt Securities	15	2,12,138	1,67,985	98,285
Subordinated liabilities	16	25,315	25,273	9,776
Borrowings	17	4,33,801	3,10,530	2,57,890
Other financial liabilities	18	89,495	30,569	16,787
		<b>7,64,508</b>	<b>5,38,386</b>	<b>3,83,091</b>
<b>Non financial liabilities</b>				
Provisions	19	1,670	1,173	886
Other non financial liabilities	20	2,971	3,210	1,718
		<b>4,641</b>	<b>4,383</b>	<b>2,604</b>
<b>Equity</b>				
Equity share capital	21	32,622	31,848	30,803
Other equity	22	66,386	49,383	36,452
		<b>99,008</b>	<b>81,231</b>	<b>67,255</b>
<b>Total liabilities and equity</b>		<b>8,68,157</b>	<b>6,24,000</b>	<b>4,52,950</b>
Refer Summary of significant accounting policies and accompanying notes which form an integral part of the financial statements	1-57			

SMFG India Home Finance Company Limited (formerly "Fullerton India Home Finance Company Limited") Statement of Profit and Loss for the year ended 31 March 2024				
Particulars	Note	For the year ended 31 March 2024 (₹ lakhs)	For the year ended 31 March 2023 (₹ lakhs)	Year ended 31 March 2022 (₹ lakhs)
<b>Revenue from operations</b>				
Interest income	23	89,306	63,831	48,363
Fees and commission income	24	2,635	1,836	710
Gain on derecognition of financial instruments	25.1	8,177	2,613	596
Net gain on financial asset at FVTPL	25.2	419	-	15
Ancillary income	26	212	222	192
<b>Total revenue from operations</b>		<b>1,00,749</b>	<b>68,502</b>	<b>49,876</b>
Other income	27	130	122	509
<b>Total Income</b>		<b>1,00,879</b>	<b>68,624</b>	<b>50,385</b>
<b>Expenses</b>				
Finance costs	28	51,735	35,853	27,326
Net loss on financial asset at FVTPL	29	-	2	-
Impairment on financial instruments	30	2,397	3,166	6,717
Employee benefits expense	31	23,209	14,733	8,899
Depreciation and amortisation	11, 13 & 42	1,748	1,200	662
Other expenses	32	9,359	8,314	4,520
<b>Total expenses</b>		<b>88,448</b>	<b>63,268</b>	<b>48,124</b>
<b>Profit/(Loss) before tax</b>		<b>12,431</b>	<b>5,356</b>	<b>2,261</b>
<b>Tax expense</b>				
Current tax	33	2,372	-	1,497
Deferred tax expense / (credit)		784	1,285	(922)
Income tax for earlier years		-	55	575
		3,156	1,340	1,686
<b>Net (loss)/profit after tax</b>		<b>9,275</b>	<b>4,016</b>	
<b>Other comprehensive income / (loss)</b>				
Items that will not be reclassified to profit or loss	33(b)			45
Re-measurement of gain/loss on defined benefit plans		(92)	(52)	(11)
Income tax relating to above		23	13	34
<b>Other comprehensive income/(loss)</b>		<b>(69)</b>	<b>(39)</b>	
<b>Total comprehensive income/(loss) for the year</b>		<b>9,206</b>	<b>3,977</b>	<b>1,720</b>
<b>Earnings per equity share:</b>				
Basic earnings per share (in ₹)	34	2.87	1.30	0.55
Diluted earnings per share (in ₹)		2.87	1.30	10.00
Face value per share (in ₹)		10.00	10.00	
Refer Summary of significant accounting policies and accompanying notes which form an integral part of the financial statements	1-57			

SMFG India Home Finance Company Limited (formerly "Fullerton India Home Finance Company Limited") Statement of Cash flow for the year ended 31 March 2024			
	Year ended 31 March 2024 (₹ lakhs)	Year ended 31 March 2023 (₹ lakhs)	Year ended 31 March 2022 (₹ lakhs)
<b>A. CASH FLOW FROM OPERATING ACTIVITIES</b>			
Profit/(Loss) before tax	12,431	5,356	2,261
<b>Adjustments for :</b>			
Financial asset measured at amortised cost	(2,029)	(894)	(354)
Financial liabilities measured at amortised cost	3,048	4,295	156
Depreciation and amortisation	1,748	1,200	662
Interest income on fixed deposits and investments	(2,358)	(2,405)	(3,330)
Net (gain)/loss on financial assets at FVTPL	(419)	2	(15)
Impairment on financial instruments	2,397	3,166	6,717
Write off of Property, plant & equipment and intangible assets	-	29	1
Profit on sale of property, plant and equipment	(2)	(0)	(2)
Fair valuation of Stock appreciation rights	744	283	347
Gain on derecognition of financial instruments held at amortized cost	(8,177)	(2,613)	(596)
<b>Operating profit before working capital changes</b>	<b>7,383</b>	<b>8,419</b>	<b>5,848</b>
<b>Adjustments for working capital:</b>			
- (Increase)/decrease in loans and advances	(1,99,060)	(1,91,259)	(33,348)
- (Increase)/ decrease in financial and non financial assets	2,256	(343)	1,101
- Increase/(decrease) in financial and non financial liabilities	62,755	16,658	(1,007)
<b>Cash generated from/(used in) operating activities</b>	<b>(1,26,666)</b>	<b>(1,66,527)</b>	<b>(27,390)</b>
Income tax paid (net of refund)	902	(100)	(2,225)
<b>Net cash generated from/(used in) operating activities (A)</b>	<b>(1,25,764)</b>	<b>(1,66,627)</b>	<b>(29,616)</b>
<b>B. CASH FLOW FROM INVESTING ACTIVITIES</b>			
Purchase of property plant and equipment and intangibles	(1,646)	(1,380)	(89)
Proceeds from sale of property, plant and equipment and intangibles	91	37	5
Purchase of investments	(3,17,002)	(1,45,325)	(58,076)
Sale/maturity of investments	3,07,539	1,31,515	86,346
Fixed deposit placed during the year	(4,88,377)	(3,96,710)	(3,42,822)
Fixed deposit matured during the year	4,87,638	4,35,698	3,61,720
Interest received on fixed deposits and investments	2,327	3,343	3,558
<b>Net cash generated from/(used in) investing activities (B)</b>	<b>(9,430)</b>	<b>27,178</b>	<b>51,231</b>
<b>C. CASH FLOW FROM FINANCING ACTIVITIES</b>			
Proceeds from issuance of share capital (including share premium)	7,500	9,999	0
Proceeds from borrowings from banks and debentures	3,55,130	2,44,171	77,400
Repayment of borrowings from banks and debentures	(1,99,008)	(1,09,169)	(1,01,304)
Payment of ancillary borrowing costs	(846)	(1,252)	(338)
Principal payment of lease liability	(1,086)	(805)	(514)
<b>Net cash generated from/(used in) financing activities (C)</b>	<b>1,61,690</b>	<b>1,42,944</b>	<b>(24,755)</b>
<b>Net increase / (decrease) in cash and cash equivalents D=(A+B+C)</b>	<b>26,496</b>	<b>3,495</b>	<b>(3,140)</b>
Cash and cash equivalents as at the beginning of the period (E)	7,175	3,680	6,819
<b>Closing balance of cash and cash equivalents (D+E)</b>	<b>33,671</b>	<b>7,175</b>	<b>3,680</b>
<b>Components of cash and cash equivalents:</b>			
Cash on hand	55	51	68
Balances with banks			
- in current accounts	8,162	6,821	3,295
- in fixed deposit with maturity less than 3 months	24,521	1	1
Cheques, drafts on hand	933	302	316
<b>Cash and cash equivalents</b>	<b>33,671</b>	<b>7,175</b>	<b>3,680</b>
<b>Note:</b>			
The cash flow statement has been prepared under the indirect method as set out in Indian Accounting Standard (Ind AS 7) statement of cash flows.			
Refer Summary of significant accounting policies and accompanying notes which form an integral part of the financial statements			

**Note:**

March 2024

<https://www.nseindia.com/companies-listing/corporate-filings-announcements>

Click on above link then follow below steps:

Click on Debt → Enter Company Name(SMFG India Home Finance Company Limited) → Click on 1Y tab → Search and Click on Financial Results Updates



**Annexure XI**  
**Audited ALM Statement**  
**ALM Statement as on 31<sup>st</sup> March 2024**



19 April, 2024

To,  
The Manager,  
National Stock Exchange of India Ltd.,  
Exchange Plaza, C-1, Block-G,  
Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051.

**Sub: Provisional Asset Liability Management (ALM) Statement including Structural Liquidity Statement and Interest Rate Sensitivity Report as of March, 2024**

Dear Sir / Madam,

In accordance with the disclosure requirement as per Master Circular for issue and listing of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021 as amended from time to time, please find enclosed provisional ALM Statement including Structural Liquidity Statement and Interest Rate Sensitivity Report in XBRL format as of March, 2024 as submitted to National Housing Bank.

Kindly take the same on your records.

Yours faithfully,

For SMFG India Home Finance Company Limited  
(Formerly Fullerton India Home Finance Co. Ltd.)

Jitendra Maheshwari  
Company Secretary  
Membership No: A19621



SMFG India Home Finance Co. Ltd.  
(Formerly Fullerton India Home Finance Co. Ltd.)

Corporate Office: 503 & 504, 5<sup>th</sup> Floor, G-Block, Inazim BKC, BKC Main Road, Bandra Kurla Complex, Bandra (E), Mumbai - 400051.  
Registered Office: Megh Towers, 3<sup>rd</sup> Floor, Old No. 307, New No. 165, Poonamallee High Road, Madhavsvoyal, Chennai - 600095.  
Toll Free No.: 1800 102 1033 | [grihashakti@grihashakti.com](mailto:grihashakti@grihashakti.com) | [www.grihashakti.com](http://www.grihashakti.com) | CIN: U65222TN2010PLC078572

<b>PART-1: STATEMENT OF STRUCTURAL LIQUIDITY AS ON PERIOD ENDING</b>											
RESIDUAL MATURITY	1 day to 7 days	8 days to 14 days	15 days to 30/31 days (one month)	Over one month to 2 months	Over 2 months to 3 months	Over 3 months to 6 months	Over 6 months to 1 year	Over 1 year to 3 years	Over 3 years and upto 5 years	Over 5 years	Total
Column Code	C290	C291	C292	C293	C294	C295	C296	C297	C298	C299	C300
<b>A. OUTFLOWS</b>											
<b>1. Capital Funds</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32622.25	32622.25
a) Equity capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32622.25	32622.25
b) Non-redeemable or perpetual preference capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Preference capital - redeemable/non-perpetual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. Reserves &amp; surplus</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66315.05	66315.05
<b>3. Gifts, grants, donations &amp; benefactions</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Notes, bonds &amp; debentures</b>	0.00	0.00	0.00	0.00	0.00	0.00	74500.00	130103.31	0.00	24058.42	228661.73
a) Pfen vanilla bonds/debentures	0.00	0.00	0.00	0.00	0.00	0.00	74500.00	130103.31	0.00	24058.42	228661.73
b) Bonds/debentures with embedded options (including zero-coupon/deep discount bonds)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) Fixed rate notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>5. Deposits</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a) Term deposits from public	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Inter Corporate Deposits (ICDs)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) Commercial Papers (CPs)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>6. Borrowings</b>	0.00	600.00	475.20	4469.75	10473.72	21573.56	53927.15	184432.08	105558.99	51464.38	432983.42
a) Term money borrowings	0.00	600.00	475.20	4469.75	10473.72	20635.56	52051.15	175920.08	98054.99	40381.64	404078.08
b) Bank borrowings in the nature of WCDL, CC etc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c) From RBI, NHB, Govt, & others	0.00	0.00	0.00	0.00	0.00	938.00	1876.00	7504.00	7504.00	11083.34	28905.34
<b>7. Current Liabilities &amp; provisions:</b>	35308.65	31370.36	30258.86	4765.04	881.87	2421.21	3669.24	1291.64	315.63	1247.26	101631.45
a) Sundry creditors	31748.11	28350.19	14575.00	0.00	0.00	900.37	0.00	909.02	83.20	0.00	76165.99
b) Expenses payable (other than interest)	3020.17	3020.17	5406.87	826.88	674.04	68.88	700.97	0.00	232.23	207.86	14160.84
c) Advance income received, receipts from borrowers pending adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d) Interest payable on bonds/deposits	540.36	0.00	277.29	3936.17	207.82	1767.20	2879.78	0.00	0.00	0.00	9698.41
e) Provisions for NPAs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f) Provisions (other than for NPAs)	0.00	0.00	0.00	0.00	0.00	83.69	88.51	384.62	0.00	1039.39	1696.21
<b>8. Contingent Liabilities</b>	16946.30	17036.30	17623.15	8006.57	7670.30	16112.89	20420.00	199755.34	16966.67	17000.00	298237.20
a) Letters of credit/guarantees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

<b>PART-1: STATEMENT OF STRUCTURAL LIQUIDITY AS ON PERIOD ENDING</b>											
RESIDUAL MATURITY	1 day to 7 days	8 days to 14 days	15 days to 30/31 days (one month)	Over one month to 2 months	Over 2 months to 3 months	Over 3 months to 6 months	Over 6 months to 1 year	Over 1 year to 3 years	Over 3 years and upto 5 years	Over 5 years	Total
b) Loan commitments pending disbursement (outflows)	16946.30	17036.30	17623.15	8006.57	7670.00	14112.89	18420.00	10692.00	0.00	0.00	116407.20
c) Lines of credit committed to other institutions (outflows)	0.00	0.00	0.00	0.00	0.00	1000.00	2000.00	149163.34	10666.67	17000.00	187830.00
d) Outflows on account of forward exchange contracts, rupee/dollar swap & bills rediscouted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Others (Please specify, if any)	0.00	0.00	75.88	75.47	88.23	224.48	541.83	2450.35	1135.51	2058.83	6686.38
(A) TOTAL OUTFLOWS	<b>52254.84</b>	<b>49068.86</b>	<b>38434.89</b>	<b>17316.84</b>	<b>19119.81</b>	<b>39332.14</b>	<b>163364.22</b>	<b>478035.72</b>	<b>125676.89</b>	<b>194788.87</b>	<b>1187007.48</b>
(A-1) CUMULATIVE OUTFLOWS	<b>52254.84</b>	<b>101261.80</b>	<b>139695.89</b>	<b>157012.83</b>	<b>176132.14</b>	<b>215464.28</b>	<b>369528.50</b>	<b>848564.22</b>	<b>972240.81</b>	<b>1167007.48</b>	
<b>B. INFLOWS</b>											
1. Cash	24.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.14
2. Remittance in transit	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 (in India only)	<b>11873.47</b>	<b>9407.10</b>	<b>8322.84</b>	<b>2512.09</b>	<b>0.00</b>	<b>0.00</b>	<b>2552.57</b>	<b>424.71</b>	<b>0.00</b>	<b>0.00</b>	<b>34791.99</b>
a) Current account	9471.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9471.26
b) Deposit (short-term deposits)	2102.21	9407.10	8322.84	2512.09	0.00	0.00	2552.57	424.71	0.00	0.00	25328.73
c) Money at call & short notice	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Investments (net of provisions)	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20806.31</b>	<b>4926.43</b>	<b>7.13</b>	<b>22.49</b>	<b>97.15</b>	<b>189.80</b>	<b>220.80</b>	<b>26188.91</b>
a) Mandatory investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Non-Mandatory Listed	0.00	0.00	0.00	20806.31	4926.43	0.00	0.00	0.00	0.00	0.00	26732.78
c) Non-Mandatory unlisted securities (e.g. shares, etc.)	0.00	0.00	0.00	0.00	0.00	7.13	22.49	97.15	189.80	220.80	487.17
d) Non-mandatory unlisted securities having a fixed term maturity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e) Venture capital units	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)	<b>2682.89</b>	<b>1537.50</b>	<b>3614.28</b>	<b>8010.76</b>	<b>8086.87</b>	<b>25106.11</b>	<b>47203.63</b>	<b>174316.25</b>	<b>96244.38</b>	<b>392335.36</b>	<b>798040.83</b>
a) Bills of exchange and promissory notes discounted & rediscouted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b) Term loans (only rupee loans)	2682.89	1537.50	3614.28	8010.76	8086.87	25106.11	47203.63	174316.25	96244.38	392335.36	798040.83
c) Corporate loans/short term loans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Non-performing loans (May be shown net of the provisions, interest suspense held)	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>368.37</b>	<b>12217.72</b>	<b>12586.09</b>
a) Sub-standard											
i) All overdue and instalments of principal falling due during the next three years	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	368.37	0.00	368.37
ii) Entire principal amount due beyond the next three years	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6187.17	6187.17

PART-1: STATEMENT OF STRUCTURAL LIQUIDITY AS ON PERIOD ENDING											
RESIDUAL MATURITY	1 day to 7 days	8 days to 14 days	15 days to 30/31 days (one month)	Over one month to 2 months	Over 2 months to 3 months	Over 3 months to 6 months	Over 6 months to 1 year	Over 1 year to 3 years	Over 3 years and upto 5 years	Over 5 years	Total
<b>b) Doubtful and loss</b>											
i) All instalments of principal falling due during the next five years as & to all overdue	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ii) Entire principal amount due beyond the next five years	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9000,55	6030,55
<b>7. Inflows from assets on lease</b>	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	5968,06	5968,06
<b>8. fixed assets (excluding assets on lease)</b>	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	1758,84	1758,84
<b>9. Other assets :</b>	<b>5548,38</b>	<b>691,73</b>	<b>1201,84</b>	<b>386,85</b>	<b>109,57</b>	<b>247,69</b>	<b>2367,20</b>	<b>1636,88</b>	<b>1960,17</b>	<b>14060,28</b>	<b>28416,40</b>
a) Tangible assets and items not representing cash inflows,	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	385,83	385,83
b) Other items (such as accrued income, other receivables, staff loans, etc.)	5533,07	691,73	691,73	0,00	0,00	121,78	441,39	0,00	498,64	921,04	6900,18
c) Others (Please specify, if any)	14,51	0,00	510,10	386,85	109,57	125,91	1925,82	1636,88	1461,53	12753,42	18134,39
<b>10. Lines of credit committed by other institutions (inflows)</b>	<b>36000,00</b>	<b>39000,00</b>	<b>30000,00</b>	<b>0,00</b>	<b>25000,00</b>	<b>10000,00</b>	<b>47830,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>187830,00</b>
<b>11. Bills rediscounted (inflow)</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>
<b>12. Inflows on account of forward exchange contracts, dollar/rupee swaps (sell/buy)</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>
<b>13. Others (Please specify, if any)</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>229,07</b>	<b>371,13</b>	<b>1956,79</b>	<b>4616,23</b>	<b>32261,14</b>	<b>28130,35</b>	<b>43246,49</b>	<b>110407,20</b>
<b>(B) TOTAL INFLOWS</b>	<b>56828,88</b>	<b>90636,33</b>	<b>43038,16</b>	<b>31941,08</b>	<b>38494,30</b>	<b>38920,72</b>	<b>104892,13</b>	<b>208935,74</b>	<b>126812,06</b>	<b>469807,37</b>	<b>1167007,47</b>
<b>C. Mismatch (B - A)</b>	<b>3873,94</b>	<b>1629,67</b>	<b>4604,07</b>	<b>14624,25</b>	<b>19374,39</b>	<b>-2411,62</b>	<b>-68472,10</b>	<b>-269099,97</b>	<b>1136,17</b>	<b>275041,00</b>	<b>0,00</b>
<b>D. Cumulative mismatch</b>	<b>3873,94</b>	<b>5203,61</b>	<b>9807,68</b>	<b>24431,93</b>	<b>43806,32</b>	<b>41394,69</b>	<b>-7077,20</b>	<b>-276177,18</b>	<b>-275041,01</b>	<b>0,00</b>	<b>0,00</b>
<b>E. Mismatch as % to Outflows (C as % of A)</b>	<b>6.84%</b>	<b>3.33%</b>	<b>11.86%</b>	<b>84.46%</b>	<b>101.33%</b>	<b>-6.13%</b>	<b>-31.67%</b>	<b>-86.29%</b>	<b>6.90%</b>	<b>141.22%</b>	<b>0,00%</b>
<b>F. Cumulative Mismatch as % to Cumulative Outflows (D as % to A)</b>	<b>6.84%</b>	<b>6.14%</b>	<b>7.92%</b>	<b>16.96%</b>	<b>24.87%</b>	<b>18.21%</b>	<b>-1.92%</b>	<b>-32.82%</b>	<b>-26.29%</b>	<b>0.09%</b>	<b>0,00%</b>

PART-2: STATEMENT OF INTEREST RATE SENSITIVITY												
RESIDUAL MATURITY	1 day to 7 days	8 days to 14 days	15 days to 30/31 days (one month)	Over one month to 2 months	Over 2 months to 3 months	Over 3 months to 6 months	Over 6 months to 1 year	Over 1 year to 3 years	Over 3 years and upto 5 years	Over 5 years	Non-sensitive	Total
Column Code	C301	C302	C303	C304	C305	C306	C307	C308	C309	C310	C311	C312
<b>A. OUTFLOWS</b>												
<b>1. Capital Funds</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32822.25	32822.25
a) Equity capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32822.25	32822.25
b) Non-redeemable or perpetual preference capital	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) Others	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) Preference capital - redeemable/non-perpetual	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>2. Reserves &amp; surplus</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66315.05	66315.05
<b>3. Gifts, grants, donations &amp; benefactions</b>	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>4. Notes, bonds &amp; debentures</b>	0.00	0.00	0.00	7590.04	20434.67	0.00	0.00	0.00	0.00	0.00	209437.02	229961.73
a) Floating rate	0.00	0.00	0.00	7590.04	20434.67	0.00	0.00	0.00	0.00	0.00	0.00	28024.71
b) Fixed rate (plain vanilla) including zero coupons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200837.02	200837.02
c) Instruments with embedded options	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>5. Deposits/Borrowings</b>	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) Deposits												
i) Fixed rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ii) Floating rate	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) CDs	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>6. Borrowings</b>	65832.33	16000.00	33156.51	44865.10	145594.90	53878.09	59673.74	0.00	0.00	0.00	23212.35	432991.42
a) Term money borrowings	65832.33	16000.00	33156.51	44865.10	145594.90	53878.09	35023.40	0.00	0.00	0.00	9057.35	404078.00
b) Bank borrowings in the nature of WCCL, CC etc.	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) From RBI, NH, Govt.	0.00	0.00	0.00	0.00	0.00	0.00	14750.34	0.00	0.00	0.00	14155.00	28905.34
d) From Others												
i) Fixed rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ii) Floating rate	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>7. Current Liabilities &amp; provisions:</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101531.44	101531.44
a) Sundry creditors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76165.99	76165.99
b) Expenses payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14160.04	14160.04
c) Swap adjustment a/c.	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) Advance income received/receipts from borrowers pending adjustment	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) Interest payable on bonds/deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9606.41	9606.41
f) Provisions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1596.21	1596.21
<b>8. Repos/ bills rediscounted/forex swaps (Sell / Buy)</b>	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>9. Contingent Liabilities</b>	16946.30	17036.30	17823.15	8006.57	7670.00	15112.09	30420.00	159755.34	18666.47	17000.00	0.00	290237.20

PART-2: STATEMENT OF INTEREST RATE SENSITIVITY												
RESIDUAL MATURITY	1 day to 7 days	8 days to 14 days	15 days to 30/31 days (one month)	Over one month to 2 months	Over 2 months to 3 months	Over 3 months to 6 months	Over 6 months to 1 year	Over 1 year to 3 years	Over 3 years and upto 5 years	Over 5 years	Non-sensitive	Total
a) Letters of credit/guarantees	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) Loan commitments pending disbursement (outflows)	16946,30	17036,30	17623,15	8006,57	7670,00	14112,88	18420,00	10592,00	0,00	0,00	0,00	110407,29
c) Lines of credit committed to other institutions (outflows)	0,00	0,00	0,00	0,00	0,00	1000,00	2000,00	149163,34	16666,67	17000,00	0,00	167836,00
d) Outflows on account of forward exchange contracts, repurchase/sell swap & bills rediscounted	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
16. Others (Please specify, if any)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	6666,36	6666,36
(A) TOTAL OUTFLOWS	82778,63	33036,30	59773,66	60262,11	17369,57	86990,88	71693,74	159755,34	16666,67	17000,00	43997,49	1167007,47
(A-1) CUMULATIVE OUTFLOWS	82778,63	116814,93	196604,59	256866,69	400526,27	486617,25	548610,66	708366,32	719032,99	736032,99	1167007,47	
<b>B. INFLOWS</b>												
1. Cash											24,14	24,14
2. Remittances in transit												0,00
3. Balances with banks (in India only)	2102,21	9407,50	8322,04	2512,09	0,00	0,00	2562,57	424,71	0,00	0,00	9471,26	34791,09
a) Current account	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9471,26	9471,26
b) Deposit (short-term deposits)	2102,21	9407,50	8322,04	2512,09	0,00	0,00	2562,57	424,71	0,00	0,00	0,00	25326,73
c) Money at call & short notice	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
4. Investments (net of provisions)	0,00	0,00	0,00	20806,31	4926,43	0,00	0,00	0,00	0,00	0,00	457,17	26189,91
a) Fixed income securities (e.g. gov. securities, zero coupon bonds, bonds, debentures, cumulative, non-cumulative, redeemable preference shares, etc.)	0,00	0,00	0,00	20806,31	4926,43	0,00	0,00	0,00	0,00	0,00	457,17	26189,91
b) Floating rate securities	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) Equity shares, convertible preference shares, shares of subsidiaries/joint ventures, venture capital units,	0,00	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)	767182,54	0,00	1,90	1,32	1,94	5,92	12,39	57,67	73,22	1703,35	0,00	769046,83
a) Bills of exchange and promissory notes discounted & rediscounted	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) Term loans (only rupee loans)												
i) Fixed Rate	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ii) Floating Rate	767182,54	0,00	1,90	1,32	1,94	5,92	12,39	57,67	73,22	1703,35	0,00	769046,83
c) Corporate loans/short term loans	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
6. Non-performing loans (May be shown net of the provisions, interest suspense and claims received from ECGC)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	12586,09	12586,09
a) Sub-standard												
i) All overdue and instalments of principal falling due during the next three years	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	366,37	366,37

PART-2: STATEMENT OF INTEREST RATE SENSITIVITY												
RESIDUAL MATURITY	1 day to 7 days	8 days to 14 days	15 days to 30/31 days (one month)	Over one month to 2 months	Over 2 months to 3 months	Over 3 months to 6 months	Over 6 months to 1 year	Over 1 year to 3 years	Over 3 years and upto 5 years	Over 5 years	Non-sensitive	Total
k) Entire principal amount due beyond the next three years	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6187.17	6187.17
l) Doubtful and loss												
(i) All maturities of principal falling due during the next five years as also all overdrafts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Entire principal amount due beyond the next five years	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6050.55	6050.55
7. Inflows from assets on lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5968.06	5968.06
8. Fixed assets (excluding assets on lease)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1756.84	1756.84
9. Other assets :	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28416.40	28416.40
(a) Intangible assets and items not representing cash inflows,	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	385.83	385.83
(b) Other items (such as accrued income, other receivables, staff loans, etc.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8900.18	8900.18
(c) Others (Please specify, if any)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19124.39	19124.39
10. Lines of credit committed by other institutions (inflows)	30000.00	30000.00	30000.00	0.00	25000.00	10000.00	47830.00	0.00	0.00	0.00	0.00	187830.00
11. Bills rediscounted (inflow)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Inflows on account of forward exchange contracts, dollar/rupee swaps (sell/buy)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Others (Please specify, if any)	16946.30	17036.30	17623.15	8006.57	7070.00	14112.89	88420.00	10592.00	0.00	0.00	0.00	110487.30
(B) TOTAL INFLOWS	812231.84	66443.40	56847.08	31326.89	37998.37	24118.81	88814.96	11974.38	73.22	1703.35	58876.97	1167097.47
C. Mismatch (B - A)	729452.41	32407.10	5167.42	-28926.22	-136071.21	-44872.17	-2276.77	-148980.96	-18593.45	-15296.65	-372296.52	0.00
D. Cumulative mismatch	729452.41	761889.52	767056.94	738981.72	602910.52	557148.35	554869.58	409186.62	387995.17	372298.62	0.00	0.00
E. Mismatch as % to Outflows (C as % of A)	881.21%	95.10%	10.18%	-46.02%	-78.35%	-65.04%	-3.21%	-63.07%	-39.61%	-80.98%	-86.39%	
F. Cumulative Mismatch as % to Cumulative Outflows (D as % to A1)	881.21%	887.82%	480.42%	325.38%	190.31%	118.68%	102.64%	86.80%	53.91%	50.88%	0.00%	