

Serial Number: 1

Dated: June 29, 2021



**DEUTSCHE INVESTMENTS INDIA PRIVATE LIMITED**  
(Incorporated in India on May 24, 2005 under the Companies Act, 1956)

**Registered Office:** Block B-1, Nirlon Knowledge Park, Western Express Highway, Goregaon (East), Mumbai – 400 063

**Compliance Person:** Ms. Neha Iyer | **Email of Compliance Person:** neha.iyer@db.com | **Telephone:** +91 22 7180 3783 | **Fax:** + 91 (22) 7180 3799 | **Website:** www.db.com/India | **CIN:** U65923MH2005PTC153486

**INFORMATION MEMORANDUM AND PRIVATE PLACEMENT OFFER LETTER BY WAY OF PRIVATE PLACEMENT (THE “ISSUE”) BY DEUTSCHE INVESTMENTS INDIA PRIVATE LIMITED (THE “ISSUER” / “COMPANY”) FOR ISSUE OF UNSECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF A FACE VALUE OF INR 10,00,000 (INDIAN RUPEES TEN CRORES ONLY) EACH AGGREGATING TO INR 30,00,00,000 (INDIAN RUPEES THIRTY CRORES ONLY) (“DEBENTURES”).**

**NEITHER THE ISSUER NOR ANY OF ITS PROMOTERS OR DIRECTORS HAS BEEN DECLARED AS A WILFUL DEFAULTER.**

This Information Memorandum contains relevant information and disclosures required for issue of the Debentures. The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through the resolution passed by the Board of Directors of the Issuer on May 28, 2021 and the Memorandum and Articles of Association of the Issuer. The issue of the Debentures has been authorised pursuant to the resolution of the shareholders of the Issuer dated June 3, 2021 under Section 42 of the Companies Act, 2013.

### GENERAL RISKS

Investment in debt and debt related securities involves a degree of risk and Investors should not invest any funds in the debt instruments, unless they understand the terms and conditions and can afford to take the risks attached to such investments. For taking an investment decision, potential Investors must rely on their own examination of the Issuer, the Issue and this Information Memorandum, including the risks involved. As the issue is being made on a private placement basis, the Debentures have not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of this document. Investors are advised to take an informed decision and consider with their advisers, the suitability of the Debentures in light of their particular financial circumstances and investment objectives and risk profile, and of all information set forth in this Information Memorandum, including the section entitled “**Risk Factors**”, before investing.

### ISSUER’S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Information Memorandum contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue, that the information contained in this Information Memorandum is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Information Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

### CREDIT RATING

India Ratings and Research Private Limited (“**India Ratings**”) has by way of the letter dated June 17, 2021 assigned rating of “**IND AAA**” with stable outlook to the Debentures proposed to be issued by the Issuer pursuant to this Information Memorandum. The above rating is not a recommendation to buy, sell or hold securities and Investors should take their own decision. The rating may be subject to revision or withdrawal at any time by India Ratings and should be evaluated independently of any other ratings. Please refer to the **Annexure D** to this Information Memorandum for rationale for the above rating by India Ratings.

## LISTING

The Debentures offered pursuant to this Information Memorandum are initially proposed to be listed on the Wholesale Debt Market (“WDM”) Segment of the National Stock Exchange of India Limited (“NSE”). The Issuer, with prior notice to the Debenture Trustee, may get the Debentures listed on other material stock exchanges as it deems fit. The Issuer shall comply with the requirements of the listing agreement to the extent applicable to it on a continuous basis.

## ISSUE PROGRAMME

### ISSUE OPENING DATE

June 30, 2021

### ISSUE CLOSING DATE

June 30, 2021

### PAY-IN DATE

June 30, 2021

The Issue shall be subject to the provisions of the Companies Act, 2013, (the “Companies Act”), the rules notified pursuant to the Companies Act, the Memorandum and Articles of Association of the Issuer, the terms and conditions of this Information Memorandum filed with the NSE and any other material stock exchanges, as applicable, the Application Form, and other terms and conditions as may be incorporated in the Debenture Trust Deed and other documents in relation to such Issue.

**THIS INFORMATION MEMORANDUM ALSO CONSTITUTES A PRIVATE PLACEMENT OFFER LETTER AND INCORPORATES DISCLOSURES REQUIRED UNDER FORM PAS-4 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014**

DEBENTURE TRUSTEE TO THE ISSUE	REGISTRAR TO THE ISSUE
<p><b>Catalyst Trusteeship Limited</b> <b>Address:</b> Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400098. <b>Tel No.</b> 022-49220555 <b>Fax No:</b> 022-49220505 <b>Email:</b> umesh.salvi@ctltrustee.com <b>Contact Person:</b> Mr. Umesh Salvi, Business Head</p>	<p><b>NSDL Database Management Limited</b> <b>Tel No.:</b> 022-49142700 <b>Fax No:</b> 022-49142503 <b>Email:</b> Nileshb@nsdl.co.in <b>Contact Person:</b> Mr. Nilesh Bhandare</p>

## **TABLE OF CONTENTS**

<b>PART 1: DISCLAIMERS.....</b>	<b>1</b>
<b>PART 2: DEFINITIONS AND ABBREVIATIONS.....</b>	<b>6</b>
<b>PART 3: FORWARD LOOKING STATEMENTS.....</b>	<b>11</b>
<b>PART 4: RISK FACTORS .....</b>	<b>13</b>
<b>PART 5: ISSUE DETAILS.....</b>	<b>21</b>
<b>PART 6: MATERIAL AGREEMENTS/ DOCUMENTS.....</b>	<b>31</b>
<b>PART 7: DISCLOSURES- COMPANIES ACT, 2013.....</b>	<b>32</b>
<b>PART 8: DISCLOSURES - SEBI DEBT REGULATIONS .....</b>	<b>56</b>
<b>PART 9: NO WILFUL DEFAULT.....</b>	<b>72</b>
<b>PART 10: ISSUE PROCEDURE.....</b>	<b>73</b>
<b>PART 11: DECLARATION .....</b>	<b>82</b>
<b>ANNEXURE A: APPLICATION FORM.....</b>	<b>83</b>
<b>ANNEXURE B: BOARD RESOLUTION AUTHORIZING THE ISSUE.....</b>	<b>88</b>
<b>ANNEXURE C: SHAREHOLDERS' RESOLUTION.....</b>	<b>89</b>
<b>ANNEXURE D: RATING LETTER OF THE CREDIT RATING AGENCY ALONGWITH RATING RATIONALE .....</b>	<b>90</b>
<b>ANNEXURE E: CONSENT OF DEBENTURE TRUSTEE.....</b>	<b>91</b>
<b>ANNEXURE F: CONSENT OF REGISTRAR TO THE ISSUE .....</b>	<b>92</b>
<b>ANNEXURE G: CORPORATE STRUCTURE/ORGANIZATION STRUCTURE.....</b>	<b>93</b>
<b>ANNEXURE H: FINANCIAL STATEMENTS .....</b>	<b>94</b>

## **PART 1: DISCLAIMERS**

### **ISSUER'S DISCLAIMER**

The distribution of this Information Memorandum and the Issue, to be initially listed on the WDM segment of the NSE, is being made strictly on a private placement basis. This Information Memorandum is not intended to be circulated to any person other than Eligible Investors. Multiple copies hereof or of any Information Memorandum given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Debentures to the public of India in general. This Information Memorandum should not be construed to be a prospectus or a statement in lieu of prospectus under the Companies Act. Apart from this Information Memorandum, no offer document or prospectus has been or will be prepared in connection with the offering of the Debentures or in relation to the Issuer nor is such a prospectus required to be registered under applicable laws.

This Information Memorandum has been prepared in conformity with the SEBI Debt Regulations, Companies Act and the rules thereunder.

This Information Memorandum has been prepared to provide general information about the Issuer to potential Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any potential Investor may require. Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt a recommendation to purchase any Debentures. Each Investor contemplating purchase of any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer as well as the structure of the Issue. Potential Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyse such investment and the suitability of such investment to such Investor's particular circumstances. It is the responsibility of the potential Investors to also ensure that they will sell these Debentures in strict accordance with this Information Memorandum, the Debenture Trust Deed and applicable laws, so that the sale does not constitute an offer to the public, within the meaning of the Companies Act. Neither the intermediaries nor their agents nor advisors associated with the Issue undertake to review the financial condition nor affairs of the Issuer during the life of the arrangements contemplated by this Information Memorandum or have any responsibility to advise any Investor or potential Investors on the Debentures of any information coming to the attention of any other intermediary.

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all information that is material in the context of the Issue, is accurate in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact as known to the Issuer on the date of the Information Memorandum necessary to make the statements herein, in the light of the circumstances under which they are made, and are not misleading. No person has been authorised to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer. The legal advisors to the Issuer and any other intermediaries and their agents or advisors associated with the Issue have not separately verified the information contained herein. Accordingly, no representation,

warranty or undertaking, express or implied, is made and no responsibility is accepted by any such intermediary as to the accuracy or completeness of the information contained in this Information Memorandum or any other information provided by the Issuer. Accordingly, the legal advisors to the Issuer and other intermediaries associated with the Issue shall have no liability in relation to the information contained in this Information Memorandum or any other information provided by the Issuer in connection with the Issue.

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

Neither the delivery of this Information Memorandum nor any Issue 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 Information Memorandum and the contents hereof and thereof are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the or on behalf of the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum and any other information supplied in connection with this Information Memorandum or the Debentures are intended to be used only by those potential Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by them or the disseminated recipient.**

Each copy of this Information Memorandum will be serially numbered and the person to whom a copy of the Information Memorandum is sent, is alone entitled to apply for the Debentures. No invitation is being made to any persons other than those to whom the application forms along with this Information Memorandum have been sent. Any application by a person to whom the Information Memorandum has not been sent by or on behalf of the Issuer shall be rejected without assigning any reason.

Invitations, offers and allotment of the Debentures shall only be made pursuant to this Information Memorandum. You may not be and are not authorised to (1) deliver this Information Memorandum or any other information supplied in connection with this Information Memorandum or the Debentures to any other person; or (2) reproduce this Information Memorandum or any other information supplied in connection with this Information Memorandum or the Debentures in any manner whatsoever. Any distribution or reproduction of this Information Memorandum in whole or in part or any public announcement or any announcement to third parties regarding the contents of this Information Memorandum or any other information supplied in connection with this Information Memorandum or the Debentures. Failure to comply with this instruction may result in a violation of the Companies Act, the SEBI Debt Regulations or other applicable laws of India and other jurisdictions. This Information Memorandum has been prepared by the Issuer for providing information in connection with the proposed Issue described in this Information Memorandum.

Each person receiving this Information Memorandum 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 associated with the Issue in connection with its investigation of the accuracy of such information or its investment decision. Each person in possession of this Information

Memorandum should carefully read and retain this Information Memorandum. However, each such person in possession of this Information Memorandum is not to construe the contents of this Information Memorandum as investment, legal, accounting, regulatory or tax advice, and such persons in possession of this Information Memorandum should consult with their own advisors as to all legal, accounting, regulatory, tax, financial and related matters concerning an investment in the Debentures.

The Issue will be a domestic issue restricted to India and no steps have been taken or will be taken to facilitate the Issue in any jurisdictions other than India. This Information Memorandum is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where distribution or use of such information would be contrary to law or regulation. This Information Memorandum 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 authorised or to any person to whom it is unlawful to make such an offer or solicitation. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. This Information Memorandum is made available to Investors in the Issue on the strict understanding that it is confidential and may not be transmitted to others, whether in electronic form or otherwise.

#### **DISCLAIMER IN RESPECT OF JURISDICTION**

The Issue will be made to the Investors as specified under “Eligible Investors” of this Information Memorandum, who shall be specifically approached by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the jurisdiction of the courts of Mumbai. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any jurisdiction and to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

#### **DISCLAIMER CLAUSE OF SEBI**

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

#### **DISCLAIMER CLAUSE OF THE NSE**

As required, a copy of this Information Memorandum has been submitted to NSE. It is to be distinctly understood that the aforesaid submission or hosting the same on the website of NSE in terms of the SEBI Debt Regulations, should not in any way be deemed or construed to mean that this Information Memorandum 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 Information Memorandum; nor does it warrant that the Issuer’s Debentures will be listed or will continue to be listed on the NSE; nor does it take any responsibility for the financial or other soundness of the Issuer, its promoters, its management or any scheme or project of the Issuer.

Every person who desires to apply for or otherwise acquire any securities of the Issuer may do so pursuant to independent inquiry, investigation and analysis and shall not have any claim against NSE whatsoever by reason of any loss which may be suffered by such person consequent to or in connection with such subscription/acquisition whether by reason of anything stated or omitted to be stated herein or any other reason whatsoever.

### **DISCLAIMER CLAUSE OF THE CREDIT RATING AGENCY**

All credit ratings assigned by India Ratings are subject to certain limitations and disclaimers. Please read these limitations and disclaimers on India Ratings's website. In addition, rating definitions and the terms of use of such ratings are available on India Ratings' public website. Published ratings, criteria, and methodologies are available from this site at all times. India Ratings' Code of conduct, confidentiality, conflicts of interest, affiliate firewall, compliance, and other relevant policies and procedures may also apply and are available from the code of conduct section of the website.

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

### **CONFIDENTIALITY**

The information and data contained herein is submitted to each recipient of this Information Memorandum on a strictly private and confidential basis. By accepting a copy of this Information Memorandum or any other information supplied in connection with this Information Memorandum or the Debentures, each recipient agrees that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information. This Information Memorandum or any other information supplied in connection with this Information Memorandum or the Debentures must not be photocopied, reproduced, extracted or distributed in full or in part to any person other than the recipient without the prior written consent of the Issuer.

### **CAUTIONARY NOTE**

The Investors have confirmed that they, (i) are knowledgeable and experienced in financial and business matters, have expertise in assessing credit, market and all other relevant risk and are capable of evaluating, and have evaluated, independently the merits, risks and suitability of purchasing the Debentures; (ii) understand that the Issuer has not provided, and will not provide, any material or other information regarding the Debentures, except as included in this Information Memorandum, (iii) have not requested the Issuer to provide it with any such material or other information, (iv) have not relied on any investigation that any person acting on their behalf may have conducted with respect to the Debentures, (v) have made their own investment decision regarding the Debentures based on their own knowledge (and information they have or which is publicly available) with respect to the Debentures or the Issuer, (vi) have had access to such information as deemed necessary or appropriate in connection with purchase of the Debentures, (vii) are not relying upon, and have not relied upon, any statement,

representation or warranty made by any person, including, without limitation, the Issuer, and (viii) understand that, by purchase or holding of the Debentures, they are assuming and are capable of bearing the risk of loss that may occur with respect to the Debentures, including the possibility that they may lose all or a substantial portion of their investment in the Debentures, and they will not look to the Debenture Trustee appointed for the Debentures for all or part of any such loss or losses that they may suffer.

Neither this Information Memorandum nor any other information supplied in connection with the Issue is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt as a recommendation to purchase any Debentures. Each Investor contemplating purchasing any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyse such investment and the suitability of such investment to such Investor's particular circumstances. This Information Memorandum is made available to potential Investors on the strict understanding that it is confidential. Recipients shall not be entitled to use any of the information otherwise than for the purpose of deciding whether or not to invest in the Debentures.

No person, including any employee of the Issuer, has been authorized to provide any information or to make any representation not contained in this Information Memorandum. Any information or representation not contained herein must not be relied upon as having been authorised on behalf of the Issuer. Neither the delivery of this Information Memorandum at any time nor any statement made in connection with the offering of the Debentures shall under the circumstances imply that any information/ representation contained herein is correct at any time subsequent to the date of this Information Memorandum. The distribution of this Information Memorandum or the Application Forms and the offer, sale, pledge or disposal of the Debentures may be restricted by law in certain jurisdictions. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures in any other jurisdiction and to any person to whom it is unlawful to make such offer or invitation in such jurisdiction. Persons into whose possession this Information Memorandum comes are required by the Issuer to inform themselves about and observe any such restrictions.

## **PART 2: DEFINITIONS AND ABBREVIATIONS**

In this Information Memorandum, unless the context otherwise requires, the terms defined and abbreviations expanded below shall have the same meaning as stated in this section. References to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments and modifications notified thereto.

Further, unless otherwise indicated or the context otherwise requires, all references to “Company”, “DIPL” or to the “Issuer” is to Deutsche Investments India Private Limited. References to “we”, “us” or “our” is to Deutsche Investments India Private Limited, its subsidiaries, associates and joint ventures, on a consolidated basis, and references to “you” are to the prospective Investors in the Debentures.

Notwithstanding anything contained in this Information Memorandum, in case of any inconsistency or repugnancy between this Information Memorandum and the Debenture Trust Deed, the Debenture Trust Deed shall prevail.

### **Issue Related Terms**

<b>Term</b>	<b>Description</b>
Allot/ Allotment/ Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to the Issue.
Application Form	The form in which an Investor can apply for subscription to the Debentures as attached in <b>Annexure A</b> of this Information Memorandum.
Authorisation	An authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration.
Beneficial Owner(s)	Holder(s) of the Debentures in dematerialized form defined under section 2 of the Depositories Act.
Business Days	A day (other than Sunday or a bank holiday) on which banks, money markets and stock exchanges are open for general business in Mumbai.
DRR	Debenture Redemption Reserve required under Section 71 of the Companies Act.
Debt Listing Agreement	The debt listing agreement, as amended from time to time, entered into by the Issuer with the NSE for the listing of the Debentures and any other recognised stock exchange to which the Issuer may apply for the listing of the Debentures subsequently after giving prior notice to the Debenture Trustee.
Debentures	300 listed, rated, redeemable non-convertible debentures of a face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating INR 30,00,00,000 (Indian Rupees Thirty Crores) issued or to be issued by the Issuer to the Debenture Holders (being eligible investors) in terms of the Debenture Trust Deed and pursuant to this Information Memorandum.

<b>Term</b>	<b>Description</b>
Debenture Holder(s)	A person who is, for the time being and from time to time, the holder of any Debenture and whose name appears in the Register of Beneficial Owners.
Debenture Trustee/Trustee	The Trustee for the Debenture Holders, in this case being Catalyst Trusteeship Limited.
Debenture Trust Deed	The debenture trust deed to be entered into between the Debenture Trustee and the Issuer in relation to the Issue.
Debenture Trustee Regulations	The Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, as amended from time to time.
Deemed Date of Allotment	June 30, 2021
Depository	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018, as amended from time to time, in this case being National Securities Depositories Limited.
Final Redemption Date	The date falling at the end of 2 years from the Deemed Date of Allotment, on which date all outstanding Debentures shall be mandatorily redeemed in full in accordance with the terms of the Debenture Trust Deed.
Final Settlement Date	The date when all the debt has been irrevocably and unconditionally paid and discharged in full in accordance with the terms of the Transaction Documents.
Governmental Authority	Any government or any governmental agency, regulatory, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under any law).
Information Memorandum	This Information Memorandum.
Interest	Interest payable on the Debentures at the Interest Rate.
Interest Payment Dates	The last day of each Interest Period for which Interest is payable by the Company, and if such last day is not a Business Day, then the Business Day immediately succeeding such last day; provided the Interest to be paid shall always be calculated till such last day of the Interest Period.
Interest Period	Each period of 12 months, where the first period shall commence on the Deemed Date of Allotment; provided however that the last Interest Period shall end on the final settlement date.
Interest Rate	6.05% per annum.
Investor(s)	Investors, when specifically approached, who are eligible to apply for this private placement of Debentures.

<b>Term</b>	<b>Description</b>
Issue	Issue by way of private placement of Debentures by the Issuer pursuant to the terms of this Information Memorandum.
Rating Agency / Credit Rating Agency	India Ratings & Research Private Limited or any other credit rating agency which holds a certificate of registration issued by SEBI in accordance with Applicable Law.
Record Date	The date falling 15 (fifteen) days prior to the date on which the Interest is due and payable on the Debentures, or the Redemption Date(s).
Register of Debenture Holders	The register maintained by the Issuer at its registered office in accordance with Section 88 of the Companies Act, containing the names of the Debenture Holders entitled to receive interest in respect of the Debentures on the Record Date, and shall include the register of Beneficial Owners maintained by the Depository under Section 11 of the Depositories Act.
Registered Debenture Holder	The Debenture Holder whose name appears in the Register of Debenture Holders or in the beneficial ownership record furnished by the Depository for this purpose.
Registrar/Registrar to the Issue	Registrar to this Issue, in this case being NSDL Database Management Limited.
Stock Exchange	National Stock Exchange of India Limited
Trading Day	A day (other than a Saturday or a Sunday) on which NSE where the Debentures will be listed is open for trading.

### **Conventional and General Terms, Abbreviations and References to Other Business Entities**

<b>Abbreviation</b>	<b>Full form</b>
CDSL	Central Depository Services (India) Limited
Depositories Act	The Depositories Act, 1996, as amended
Depository Participant/ DP	A depository participant as defined under the Depositories Act
DP ID	Depository Participant Identification Number
Equity Shares	Equity shares of the Issuer of Face Value of Rs. 10 each
FEMA	Foreign Exchange Management Act, 1999, as amended, including the regulations framed thereunder
Financial Year/ Fiscal/ FY	Period of 12 months ending on March 31 of that particular year

<b>Abbreviation</b>	<b>Full form</b>
Government / GoI	Government of the Republic of India
GAAP	Generally Accepted Accounting Principles
IT Act	The Indian Income Tax Act, 1961, as amended
IFRS	International Financial Reporting Standards
NEFT	National Electronic Funds Transfer
Companies Act	The Companies Act, 2013, as amended
NBFC	Non-Banking Financial Company
NBFC Master Directions	Reserve Bank of India's Master Direction – Non-Banking Financial Company – Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, as amended
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
PAS Rules	Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended
p.a.	Per annum
PAN	Permanent Account Number
RBI	The Reserve Bank of India constituted under the RBI Act
RBI Act	Reserve Bank of India Act, 1934, as amended
RoC / ROC	The Registrar of Companies, Maharashtra
RTGS	Real Time Gross Settlement
Rs./INR	Indian Rupees
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act, 1992
SEBI Act	The Securities and Exchange Board of India Act, 1992, as amended

<b>Abbreviation</b>	<b>Full form</b>
SEBI Debt Regulations	SEBI (Issue and Listing of Debt Securities) Regulations, 2008 issued by SEBI, as amended
WDM	Wholesale Debt Market

### **PART 3: FORWARD LOOKING STATEMENTS**

Certain statements in this Information Memorandum are not historical facts but are “forward-looking” in nature. Forward-looking statements appear throughout this Information Memorandum, including, without limitation, under the section titled “*Risk Factors*”. Forward-looking statements include statements concerning the Issuer’s plans or financial performance, capital expenditure, etc. If any, the Issuer’s competitive strengths and weaknesses and the trends the Issuer anticipates in the industry, along with the political and legal environment, and geographical locations, in which the Issuer operates, and other information that is not historical information.

Words such as “aims”, “anticipate”, “believe”, “could”, “continue”, “estimate”, “expect”, “future”, “goal”, “intend”, “is likely to”, “may”, “plan”, “predict”, “project”, “seek”, “should”, “targets”, “would” and similar expressions, or variations of such expressions, are intended to identify and may be deemed to be forward-looking statements but are not the exclusive means of identifying such statements.

By their nature, forward-looking statements involve inherent risks and uncertainties, both general and specific, and assumptions about the Issuer, and risks exist that the predictions, forecasts, projections and other forward-looking statements will not be achieved.

These risks, uncertainties and other factors include, among other things, those listed under the section titled “*Risk Factors*” of this Information Memorandum, as well as those included elsewhere in this Information Memorandum. Prospective Investors should be aware that a number of important factors could cause actual results to differ materially from the plans, objectives, expectations, estimates and intentions expressed in such forward-looking statements. These factors include, but are not limited, to:

- General economic and business conditions in India and abroad;
- Our ability to successfully implement our strategy, our growth and expansion plans and technological changes;
- Our ability to compete effectively and access funds at competitive cost;
- Changes in the value of Rupee and other currency changes;
- Unanticipated turbulence in interest rates, equity prices or other rates or prices; the performance of the financial and capital markets in India and globally;
- Availability of funds and willingness of our lenders to lend;
- Changes in political conditions in India;
- The rate of growth of our loan assets in the new business lines and level of NPAs in our portfolio;
- The outcome of any legal or regulatory proceedings we are or may become a party to;
- Our ability to retain our management team and skilled personnel;

- Changes in Indian and foreign laws and regulations, including tax, accounting, banking, securities, investments and loans, foreign exchange, insurance and other regulations; changes in competition and the pricing environment in India; and regional or general changes in asset valuations; and
- Changes in laws and regulations that apply to NBFCs in India, including laws that impact our lending rates and our ability to enforce our collateral.

For a further discussion of factors that could cause the Issuer's actual results to differ, please refer to the section titled "*Risk Factors*" of this Information Memorandum. By their nature, certain market risk disclosures are only estimates and could be materially different from what actually occurs in the future. Although the Issuer believes that the expectations reflected in such forward-looking statements are reasonable at this time, the Issuer cannot assure Investors that such expectations will prove to be correct. Given these uncertainties, the Investors are cautioned not to place undue reliance on such forward-looking statements. If any of these risks and uncertainties materialise, or if any of the Issuer's underlying assumptions prove to be incorrect, the Issuer's actual results of operations or financial condition could differ materially from that described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements attributable to the Issuer are expressly qualified in their entirety by reference to these cautionary statements. As a result, actual future gains or losses could materially differ from those that have been estimated. The Issuer undertakes no obligation to update forward-looking statements to reflect events or circumstances after the date hereof.

Forward looking statements speak only as of the date of this Information Memorandum. None of the Issuer, its Directors, its officers or any of their respective affiliates or associates has any obligation to update or otherwise revise any statement reflecting circumstances arising after the date hereof or to reflect the occurrence of underlying events, even if the underlying assumptions do not come to fruition.

Unless stated otherwise, macroeconomic and industry data used throughout this Information Memorandum has been obtained from publications prepared by providers of industry information, government sources and multilateral institutions. Such publications generally state that the information contained therein has been obtained from sources believed to be reliable but that their accuracy and completeness are not guaranteed and their reliability cannot be assured. Although the Issuer believes that industry data used in this Information Memorandum is reliable, it has not been independently verified.

## PART 4: RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfill its obligations under the Debentures. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. These risks may include, among others, business aspects, equity market, bond market, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Prospective Investors should carefully consider all the information in this Information Memorandum, including the risks and uncertainties described below, before making an investment in the Debentures. To obtain a complete understanding, prospective Investors should read this section in conjunction with the remaining sections of this Information Memorandum, as well as the other financial and statistical information contained in this Information Memorandum. If any of the following risks, or other risks that are not currently known or are now deemed immaterial, actually occur, the Issuer's business, results of operations and financial condition could suffer, the price of the Debentures could decline, and the Investor may lose all or part of their investment. More than one risk factor may have simultaneous effect with regard to the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Debentures. The inability of the Issuer to pay interest, principal or other amounts on or in connection with the Debentures may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to them or which they may not currently be able to anticipate. You must rely on your own examination of the Issuer and this Issue, including the risks and uncertainties involved. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another.*

### **RISKS RELATED TO THE ISSUER**

#### **The Issuer's lending activities are vulnerable to interest rate risks, market risks and asset liability mismatch risks which may have an adverse impact on its financial performance**

Interest income forms a substantial part of the total income of the Issuer. The Issuer extends loans at fixed/floating interest rates. A mismatch between assets and liabilities may cause gross spreads to decline and adversely affect the Issuer's profitability and liquidity conditions. The Issuer endeavours to match interest rate positions to minimize interest rate risk and avoid liquidity risks but may not be able to do so. Operations of the Issuer are susceptible to interest rate movements. Interest rates are highly sensitive to many factors which are beyond our control, including the monetary policies of the RBI, de-regulation of the financial sector in India, domestic and international economic and political conditions, inflation and other factors.

Further, a portion of the Issuer's funding requirements is met through short-term funding sources, i.e. short term loans, commercial papers and inter corporate deposits. However, a small portion of the Issuer's assets have medium or long-term maturities. In the event that the existing and committed credit facilities are withdrawn or are not available to the Issuer, funding mismatches may be created and it could have an adverse effect on business and future financial performance of the Issuer.

#### **Credit Risk**

Any lending and investment activity by the Issuer is exposed to credit risk arising from repayment default by borrowers and other counterparties. The Issuer has a systematic credit evaluation process to monitor the performance of its portfolio on a regular and continual basis to detect any material development, and to constantly evaluate the changes and developments in sectors in which it has substantial exposure and to take timely appropriate remedial actions. The Issuer also undertakes periodic reviews of its entire portfolio with a view to determine the portfolio valuation, identify potential areas of action and devise appropriate strategies thereon. Despite these efforts, there can be no assurance that repayment default will not occur and in such circumstances, it may affect its results of operations. The principal amount is subject to the credit risk of the Issuer whereby the investor may or may not recover all or part of the funds in case of default by the Issuer. Furthermore, on account of the nature of business, there arises a high degree of concentration risk on individual accounts.

### **Increasing competition from banks, financial institutions and NBFCs**

The successful implementation of the Issuer's growth plans depends on its ability to face the competition. The main competitors of the Issuer are other NBFCs, financial institutions and banks. The Issuer, being registered as a non-deposit accepting NBFC, does not have access to a low-cost deposit base because of which it may become less competitive than deposit-accepting NBFCs or banks. Many banks and local deposit accepting NBFCs offer a wide range of services and financial products and have greater brand recognition and a larger client base. As the Issuer ventures into offering newer products, it is likely to face additional competition from the aforementioned competitors. If the Issuer is unable to manage its business and compete effectively with current or future competitors, it might impede its competitive position and profitability.

### **The Issuer may be exposed to the potential loss of less recovery of value of collaterals due to delays in their enforcement on defaults by its borrowers and also due to market conditions**

The Issuer's total gross receivables (including wealth management loans and global market investments but excluding treasury bills and portfolio management services receivables) as on December 31, 2020 are Rs 2,17,354.40 lacs, which are fully secured by collaterals. In spite of robust collateral monitoring and enforcement mechanisms put in place by the Issuer, the value of collaterals may decline due to very adverse market conditions. Delays in bankruptcy and foreclosure proceedings, defects in title, documentation of collateral and the necessity of obtaining regulatory approvals for the enforcement of such collaterals may affect the valuation of the collateral and the Issuer may not be able to recover the estimated value of the collateral, thus exposing the Issuer to potential losses.

### **System failures, infrastructure bottlenecks and security breaches in computer systems may adversely affect the Issuer's business**

The Issuer's business is highly dependent on its ability to process, on a daily basis, a large number of increasingly complex transactions. The Issuer is well-equipped and adequately robust financial, accounting and other data processing systems, including time-tested business continuity and backup plans, have been put in place. However, these may fail to operate effectively or become disabled as a result of events that are wholly or partially beyond the Issuer's control, including a disruption of electrical or communications services. If any of these systems do not operate properly or are disabled, it could affect its operations or result in financial loss, disruption in businesses, regulatory intervention or damage to the Issuer's reputation. In addition, the Issuer's ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports its businesses and the localities in which the Issuer is located.

The Issuer's operations also rely on the secure processing, storage and transmission of confidential and other information in its computer systems and networks. In spite of robust security, confidentiality and data-protection protocols being in place, the Issuer's computer systems, software and networks may be vulnerable to unauthorized access, computer viruses or other malicious code and other events that could compromise data integrity and security.

**Inability to manage growth and expansion effectively could disrupt the Issuer's business, reduce profitability and adversely affect its results of operation and financial conditions**

Any aggressive growth strategy places significant demands on management, financial and other resources. The Issuer has developed and has continually improved on its operational, financial and internal controls, and on a managerial and administrative front, it has a track-record of retaining and attracting talent. However, aggressive expansion and diversification increases the challenges involved in financial and technical management, recruitment, training and retaining sufficiently skilled technical and management personnel and developing and improving internal administrative infrastructure. The Issuer's growth is dependent upon its continuing ability to meet such challenges successfully and may require significant expenditure and allocation of management resources. An inability to manage such growth effectively could disrupt its business, reduce profitability and adversely affect the results of operations and financial condition.

**The Issuer is exposed to various operational risks including the risk of fraud and other misconduct by employees or outsiders**

Like other financial intermediaries, the Issuer is also exposed to various operational risks which include the risk of fraud or misconduct by its employees or even an outsider, unauthorized transactions by employees or third parties, misreporting and non-compliance of various statutory and legal requirements and operational errors. It may not be always possible to deter employees from the misconduct or the precautions that the Issuer takes to detect and prevent these activities may not be effective in all cases. Any such instances of employee's misconduct or fraud, or improper disclosure of confidential information, could result in regulatory and legal proceedings and may harm reputation and also operations of the Issuer.

**The Issuer may not be able to attract or retain talented professionals required for its business**

The complexity of the Issuer's business operations requires highly skilled and experienced manpower. Such highly skilled personnel give a competitive edge the Issuer. Further the successful implementation of the Issuer's growth plans would largely depend on the availability of such skilled manpower and its ability to attract such qualified manpower. The Issuer may lose business opportunities and its business would suffer if such required manpower is not available on time. Though appropriate human resources policies are in place, the Issuer may face the risk of losing its key management personnel due to reasons beyond its control and it may not be able to replace them in a satisfactory and timely manner which may adversely affect its business and its future financial performance.

**Any downgrade of the Issuer's credit ratings could adversely affect its business and results of operations**

As on date of this Information Memorandum, the domestic long term rating of the Issuer from India Ratings is "IND AAA" with stable outlook. Any downgrade of the Issuer's credit rating by rating agencies, may have an adverse impact on the Issuer's ability to raise additional financing and the interest

rates and commercial terms on which such financing is available and could have a material adverse effect on the Issuer's results of operations, financial condition and growth prospects. Further, the Issuer's credit rating is significantly correlated to the credit rating of its parent, Deutsche Bank AG. Accordingly, any deterioration in the parent's rating, relative to India's sovereign rating, may have an impact on the Issuer's credit rating.

**Failure to obtain and retain approvals and licences, or changes in applicable regulations or their implementation, may adversely affect the Issuer's operations**

The Issuer's operations are subject to extensive government regulation. The Issuer requires certain approvals, licences, registrations and permissions for operating its businesses. If the Issuer fails to obtain or retain any of these approvals or licences, or renewals thereof, in a timely manner, the Issuer's business may be adversely affected. Furthermore, although the Issuer currently obtains and maintains all required regulatory licences, there can be no guarantee that any such licence will not be withdrawn in the future, or that any applicable regulation or method of implementation will not change. This could have a material adverse effect on the Issuer's business, revenues and results of operations.

**Contingent Liabilities**

As of 31<sup>st</sup> March 2021, the Issuer had contingent liabilities that have not been provided for, in the following amounts: Rs. 8005.20 lacs.

If a significant portion of these liabilities materialize, it could have a material adverse effect on the business, financial condition and results of operations.

**EXTERNAL RISK FACTORS**

**Political, economic and social developments in India could adversely affect our business**

Any political instability in India may adversely affect the Indian securities markets in general, which could also adversely affect the Issuer's business and operation.

**Any downgrade of India's sovereign debt rating by an international rating agency could have a negative impact on the Issuer's results of operations and financial condition**

Any downgrade of India's credit rating for domestic and international debt by international rating agencies may adversely impact the Issuer's ability to raise additional financing and the interest rates and commercial terms on which such additional financing is available. This could have an adverse effect on the Issuer's ability to obtain financing to fund its growth on favourable terms or at all and, as a result, could have a material adverse effect on its results of operations, financial condition and prospects.

**Any legal and regulatory changes in the future could have a negative impact on the Issuer's results of operations and financial condition**

NBFCs in India are subject to detailed supervision and regulation by the RBI, though currently NBFCs not accepting public deposits are exempt from many provisions. In addition, the Issuer is generally subject to changes in Indian law, as well as to changes in regulations and policies and accounting principles. The RBI also requires the Issuer to make provisions in respect of NPAs. Any changes in the regulatory framework affecting NBFCs including the provisioning for NPAs or capital adequacy

requirements could adversely affect the profitability of the Issuer or its future financial performance by requiring a restructuring of its activities, increasing costs or otherwise. The Issuer is subject to certain statutory, regulatory, exposure and prudential norms and this may limit the flexibility of the Issuer's loans, investments and other products.

Future government policies and changes in laws and regulations in India and comments, statements or policy changes by any regulator, including but not limited to the SEBI or the RBI may adversely affect the Issuer's financial results and operation, and restrict the Issuer's ability to do business in its target markets. The timing and content of any new law or regulation is not within the Issuer's control and such new law, regulation, comment, statement or policy change could have an adverse effect on its business, results of operations and financial condition.

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

**The Issuer's business may be adversely impacted by natural calamities or unfavorable climatic changes**

India, Bangladesh, Pakistan, Indonesia and other Asian countries have experienced natural calamities such as earthquakes, floods, droughts and a tsunami in recent years. The extent and severity of these natural disasters determines their impact on these economies and in turn affects the financial services sector of which the Issuer is a part. Prolonged spells of abnormal rainfall and other natural calamities could have an adverse impact on the economies in which the Issuer has operations, which could adversely affect its business.

**COVID-19 related risk**

In December 2019, the COVID-19 disease, commonly known as "coronavirus", was first reported in Wuhan, China. In January 2020, the World Health Organization declared the COVID-19 outbreak a "Public Health Emergency of International Concern" and on March 11, 2020 it was declared a pandemic. Between January 2020 and the date of this Information Memorandum, the COVID-19 disease has spread from China to many other countries, with the number of reported cases and related deaths increasing daily and, in many countries, exponentially. Several countries' governments and numerous companies have imposed increasingly stringent restrictions to help avoid, or slow down, the spreading of COVID-19, restrictions on international and local travel, public gatherings and participation in meetings, as well as closures of universities, schools, stores and restaurants, with some countries imposing strict curfews.

In India, the Government had announced a country-wide lockdown in March 2020 which was further extended from time to time. As on the date of this Information Memorandum, government restrictions continue to be imposed in different parts of the country as per State specific guidelines and there can be no assurance that the Government will not again impose a lockdown either in specific locations or country wide. This situation has led to companies like ours asking our employees to work from home. While every effort is being made to ensure normal operations of our company, no assurance can be made that our technological systems will function smoothly while our employees work from home. If such a situation continues for an extended period of time in future, reduced physical contact with customers and/or inadequacy of technological systems to support all normal operations under work from home situation may adversely impact our business operations. The above risks can threaten the

safe operation of our facilities and cause disruption of operational activities, loss of life, injuries and impact the wellbeing of our people. Further in case the lockdown is extended, it could result in muted economic growth or give rise to a recessionary economic scenario, in India and globally, which could adversely affect the business, prospects, results of operations and financial condition of the Issuer.

The Issuer continues to monitor developments closely as the COVID-19 pandemic develops. The impact of the COVID-19 pandemic on the Issuer's business will depend on a range of factors which the Issuer is not able to accurately predict, including the duration and scope of the pandemic, the geographies impacted, the impact of the pandemic on economic activity in India and globally, and the nature and severity of measures adopted by governments. These factors include, but are not limited to, significant volatility in financial markets (including exchange rate volatility) and measures adopted by governments and central banks that further restrict liquidity, which may limit the Issuer's access to funds, lead to shortages of cash. Amongst various measures announced to mitigate the pandemic, the Reserve Bank of India had issued circulars allowing lending institutions to offer a moratorium to customers on payment of instalments falling due between certain time periods. Similar circulars/directions may be issued again depending on the severity of the Covid-19 pandemic. As of the date of this document, there is significant uncertainty relating to the severity of the near- and long-term adverse impact of the COVID-19 pandemic on the global economy, global financial markets and the Indian economy, and the Issuer is unable to accurately predict the near-term or long-term impact of the COVID-19 pandemic on its business.

#### **Other Pandemic related risk in future**

Other than COVID 19, the Issuer's business could be materially and adversely affected by the outbreak of public health epidemics, or the fear of such an outbreak, in India or elsewhere. A number of countries in Asia, including India, as well as countries in other parts of the world, are susceptible to contagious diseases and have confirmed cases of diseases including the highly pathogenic ones such as H7N9, H5N1 and H1N1 strains of influenza in birds and swine. Such other pandemics/ outbreaks of the avian or swine influenza or a similar contagious disease can pose a global threat and could adversely affect the Indian economy and economic activity in the region. Pandemics can create social and economic chaos and could also materially and adversely affect our business, financial condition, results of operations.

Managing the threats posed by a pandemic is critical for business survival and the Issuer is unable to accurately predict the near-term or long-term impact of any other pandemic on its business that may occur in the future.

#### **RISKS RELATING TO THE ISSUE**

##### **The Debentures may not be a suitable investment for all purchasers**

Investment in Debentures involves a significant degree of risk and is intended for sale only to those investors capable of understanding the risks involved in such instruments. Potential Investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition.

### **Modification, waivers and substitution**

The conditions of the Debentures shall contain provisions for calling meetings of Debenture Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Debenture Holders including Debenture Holders who did not attend and vote at the relevant meeting and Debenture Holders who voted in a manner contrary to the majority.

### **Any downgrading in credit rating of the Debentures may affect the value of the Debentures**

The Debentures proposed to be issued pursuant to this Information Memorandum have been rated “IND AAA” with stable outlook by India Ratings. The Issuer cannot guarantee that the ratings on the Debentures will not be downgraded.

### **Changes in interest rates may affect the price of the Issuer’s Debentures**

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

### **The Issuer is not required to maintain any Debenture Redemption Reserve (DRR) for the Debentures issued under this Information Memorandum/ Offer Document**

No Debenture Redemption Reserve is being created for the issue of the Debentures in pursuance of this Information Memorandum since creation of Debenture Redemption Reserve is not required for the proposed issue of Debentures by the Issuer. As per the Companies (Share Capital and Debentures) Rules, 2014, no DRR is required to be created for Debentures issued by NBFCs (registered with the Reserve Bank of India under section 45-IA of the Reserve Bank of India Act, 1934) on private placement basis. Therefore, the investor may be exposed to redemption risk.

### **Uncertain trading market**

The Issuer intends to list the Debentures on the WDM segment of the NSE and such other recognised stock exchanges that the Issuer may deem fit after giving prior notice to the Debenture Trustee. The Issuer cannot provide any guarantee that the Debentures will be frequently traded on the NSE or such other stock exchanges on which the Debentures are listed and that there would be any market for the Debentures. The less frequently the Debentures are traded, the more difficult it may be for Debenture Holders to realise the value for the Debentures prior to redemption.

### **Civil unrest, terrorist attacks and war could affect the price and yield on Debentures**

Terrorist attacks and other acts of violence, war or conflicts, particularly those involving India, as well as the United States of America, the United Kingdom, Singapore and the European Union, may adversely affect Indian and global financial markets. Such acts may negatively impact business sentiment, which could adversely affect the Issuer’s business and profitability. India has from time to time experienced, and continues to experience, social and civil unrest, terrorist attacks and hostilities with neighboring countries. Also, some of India’s neighboring countries have experienced, or are

currently experiencing internal unrest. This, in turn, could have a material adverse effect on the market for securities. The consequences of any armed conflicts are unpredictable, and the Issuer may not be able to foresee events that could have an adverse effect on its business and the price and yield of the Debentures.

### PART 5: ISSUE DETAILS

1.	Security Name	6.05% Deutsche Investments India Private Limited 2023
2.	Issuer	Deutsche Investments India Private Limited, a private limited company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 registered with RBI under Section 45-IA of the RBI Act 1934, as a Systemically Important Non-Deposit taking Non-Banking Finance Company
3.	Arranger	HDFC Bank Limited
4.	Type of Instrument	Unsecured, Listed, Rated, Redeemable, Non-Convertible Debentures
5.	Nature of Instrument	Unsecured
6.	Seniority	Not Applicable
7.	Mode of Placement	Private placement basis to all Eligible Investors
8.	Mode of Issue	Private placement
9.	Eligible Investors	<ul style="list-style-type: none"> <li>(a) Scheduled commercial banks in India;</li> <li>(b) Urban / Central / State / District / Primary Co-operative Banks;</li> <li>(c) Indian companies and other bodies corporate including public sector undertakings;</li> <li>(d) Insurance companies;</li> <li>(e) Mutual funds;</li> <li>(f) Provident funds, pension funds, superannuation funds and gratuity funds;</li> <li>(g) Rural regional banks in India;</li> <li>(h) Financial institutions, including development financial institutions;</li> <li>(i) Other government / non-government agencies / boards / institutions; and</li> <li>(j) Any other investors who are permitted to invest in the Debentures under Applicable Law.</li> </ul>
10.	Listing	Proposed to be listed on the WDM segment of NSE. The Issuer will ensure that the Debentures are listed on the NSE

		within 4 (four) Trading Days from the Issue Closing Date or such other period as may be prescribed under applicable law.
11.	Credit Rating of the Debentures	IND AAA with Stable Outlook by India Ratings
12.	Issue Size	Rs. 30,00,00,000 (Rupees Thirty Crores only)
13.	Option to retain oversubscription amount	Not Applicable
14.	Objects of the issue	The funds will be used solely towards <i>bona fide</i> business purposes and / or onward lending to corporates and permitted non-capital market investments in line with the extant RBI regulations applicable to NBFCs.
15.	Details of the utilization of the Proceeds	Same as the objects of the issue stated above.
16.	Interest Rate	6.05% p.a.
17.	Step Up/Step Down Interest Rate	<p>(a) For any downgrade in the credit rating of the Debentures below ‘AAA’ by the Rating Agency (or below its equivalent rating by any other credit rating agency) (“<b>Threshold Rating</b>”), the Interest shall increase by 0.10% (zero point one zero per cent) per annum over and above the Interest Rate for each notch rating downgrade of the Debentures by the Rating Agency below the Threshold Rating.</p> <p>(b) If the Interest increases as per paragraph (a) above, then for every notch upgrade of the rating of the Debentures (including change in the outlook) the Interest Rate shall automatically decrease by 0.10% (zero point one zero per cent) per annum; provided that the Interest Rate shall not fall below the Interest Rate of the Debentures as on the date of the Debenture Trust Deed.</p> <p>(c) The revised interest rate in accordance with the above shall become applicable from the date of the relevant downgrade or upgrade, as the case may be, in credit rating of the Debentures.</p> <p>(d) For the avoidance of doubt, it is hereby clarified that the revision of Interest as aforesaid shall be on the basis of the lowest rating assigned by the Rating Agencies, as applicable.</p>

18.	Interest Payment Frequency	Annual
19.	Interest payment dates	The last day of each Interest Period for which Interest is payable by the Company, and if such last day is not a Business Day, then the Business Day immediately succeeding such last day; provided the Interest to be paid shall always be calculated till such last day of the Interest Period.
20.	Interest Type	Fixed
21.	Interest Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Fixed. However, revision may occur as per paragraph 17 above.
22.	Day Count Basis	Actual/ Actual
23.	Interest on Application/Subscription	The Company shall pay Interest on the Subscription Amount received by it till the Deemed Date of Allotment and such Interest shall be paid within 7 (seven) Business Days from the Deemed Date of Allotment. If the Subscription Amount is received on the same day as the Deemed Date of Allotment, then no additional Interest shall be payable by the Company on the Subscription Amount.
24.	Default Rate of Interest	In case of delay in listing of the Debentures by the Company beyond 4 (four) Trading Days from the closure of issue, the Company will pay the Debenture Holders penal interest of at least 1% (one percent) per annum over the Interest Rate from the Deemed Date of Allotment till the listing of the Debentures.  If the Company fails to pay any amount in relation to Interest or principal amount of the Debentures payable by it under a Transaction Document on its due date, then interest shall accrue on the unpaid sum from the due date up to the date of actual payment (both before and after judgment) at a rate which is 2% (two per cent) over and above the Interest Rate.
25.	Tenor	2 years from Deemed Date of Allotment
26.	Redemption Date	2 years from the Deemed Date of Allotment
27.	Redemption Amount	At par (to be redeemed 2 years from the Deemed Date of Allotment)
28.	Redemption Premium/ Discount	Not Applicable

29.	Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Debenture, aggregating to Rs. 30,00,00,000 (Rupees Thirty Crores only)
30.	Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
31.	Put Date	Not Applicable
32.	Put Price	Not Applicable
33.	Call Date	Not Applicable
34.	Call Price	Not Applicable
35.	Put Notification Time	Not Applicable
36.	Call Notification Time	Not Applicable
37.	Face Value/ Issue Price	Rs. 10,00,000 (Rupees Ten Lakhs Only) per Debenture
38.	Minimum Application	100 Debentures aggregating to Rs. 10,00,00,000/- (Rupees Ten Crores Only) per investor
39.	Issue Timing	Issue Opening Date: June 30, 2021 Issue Closing Date: June 30, 2021 Pay in Date: June 30, 2021 Deemed Date of Allotment: June 30, 2021
40.	Issuance mode of the Instrument	Dematerialised form only
41.	Trading mode of the Instrument	Dematerialised form only
42.	Settlement mode of the Instrument	Made by way of cash using Cheque/ DD/ RTGS/ NEFT/Electronic mode and any other prevailing mode of payment from time to time.
43.	Depository	NSDL
44.	Business Day Convention	Any interest, commission or fee accruing under a Transaction Document will accrue from day to day and is calculated on the basis of 365 (three hundred and sixty five) days' year or where the year is a leap year a 366 (three hundred and sixty six) days' year, and the actual number of days elapsed.  Any payment (including any payment of principal amount on the Debentures or Redemption Amounts and excluding payment of Interest) which is due to be made on a day that

		<p>is not a Business Day shall, subject to Applicable Law, be made on the preceding Business Day.</p> <p>Any payment of Interest which is due to be made on a day that is not a Business Day shall, subject to Applicable Law, be made on the succeeding Business Day.</p>
45.	Record Date	The date falling 15 (fifteen) days prior to the date on which the Interest is due and payable on the Debentures, or the Redemption Date(s).
46.	Representations and Warranties	<p>Including but not limited to the following representations and warranties to be more specifically set out in the Debenture Trust Deed:</p> <ul style="list-style-type: none"> <li>(a) Status;</li> <li>(b) Compliance with law;</li> <li>(c) Binding obligations;</li> <li>(d) Non-conflict with other obligations;</li> <li>(e) Power and authority;</li> <li>(f) Validity and admissibility in evidence;</li> <li>(g) No filing or stamp taxes;</li> <li>(h) Authorisations;</li> <li>(i) No misleading information;</li> <li>(j) Pari passu ranking;</li> <li>(k) No proceedings pending or threatened;</li> <li>(l) No immunity;</li> <li>(m) Regulatory declarations;</li> <li>(n) Sanctions;</li> <li>(o) Standard asset; and</li> <li>(p) Wilful defaulter.</li> </ul>
47.	All covenants of the issue (including side letters, accelerated payment clause, etc.)	<p>Including but not limited to the following covenants to be more specifically set out in the Debenture Trust Deed:</p> <ul style="list-style-type: none"> <li>(a) Information covenants;</li> <li>(b) Authorisations;</li> <li>(c) Compliance with laws;</li> <li>(d) Change of business;</li> <li>(e) Merger;</li> <li>(f) Acquisitions and Investments;</li> <li>(g) Books and records;</li> <li>(h) Restricted payments;</li> <li>(i) Purpose;</li> <li>(j) Debenture Redemption Reserve and Recovery Expense Fund;</li> <li>(k) Credit rating;</li> <li>(l) Co-operation;</li> <li>(m) Redemption Account; and</li> </ul>

		<p>(n) Clear market provision.</p> <p>Accelerated payment/mandatory redemption on: (a) ‘change of control’ (as defined in the Debenture Trust Deed) of the Issuer and (b) credit rating downgrade of the Debentures by 2 (two) or more than 2 (two) notches below ‘AAA’ by the Rating Agency (or below its equivalent ratings by any other credit rating agency) alongwith change in the outlook to ‘negative’.</p>
48.	Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security interest to the debenture holder over and above the interest rate as specified in the Trust Deed and disclosed in the Offer Document/Information Memorandum	Not Applicable
49.	Transaction Documents	<p>The following documents:</p> <p>(a) this Information Memorandum;</p> <p>(b) the Debenture Trustee Agreement; and</p> <p>(c) the Debenture Trust Deed.</p>
50.	Conditions Precedent to Disbursement	<p>The following conditions precedent, including but not limited to:</p> <p>(a) Copy of the constitutional documents of the Issuer;</p> <p>(b) Copy of the resolution of the board of directors of the Company approving the Issue;</p> <p>(c) Copy of the resolution of the shareholders of the Company approving the Issue;</p> <p>(d) Undertaking from the Company that (i) no event of default has occurred or is continuing, and (ii) no material adverse effect has occurred and there are no</p>

		<p>circumstances which could give rise, with the passage of time to a material adverse effect.</p> <ul style="list-style-type: none"> <li>(e) Credit rating letter for the Debentures;</li> <li>(f) Consent letter from the Debenture Trustee;</li> <li>(g) Consent letter from the Registrar to the Issuer;</li> <li>(h) Copy of the executed debenture trustee agreement; and</li> <li>(i) Copy of the tripartite agreement between the Issuer, Registrar and NSDL for issue of Debentures in dematerialized form.</li> </ul>
51.	Condition Subsequent to Disbursement	<p>The following conditions subsequent, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>(a) Execution of the Debenture Trust Deed after the Deemed Date of Allotment within the time period specified under Applicable Law;</li> <li>(b) Issue of allotment letter on the Deemed Date of Allotment;</li> <li>(c) Listing of the Debentures within 4 (four) trading days from the closure of the Issue;</li> <li>(d) Credit of the dematerialised Debentures to the depository account of the Debenture Holders within 2 (two) Business Days from the Deemed Date of Allotment; and</li> <li>(e) Evidence of filing the return of allotment in Form PAS-3 within 15 days of the Deemed Date of Allotment, and in any case prior to the utilisation of the proceeds of the Issue.</li> </ul>

52.	Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>Including but not limited to the following events of default which are subject to grace/ cure periods and carve outs to be further specified under the Debenture Trust Deed:</p> <ul style="list-style-type: none"><li>(a) Non-payment;</li><li>(b) Other obligations;</li><li>(c) Misleading information;</li><li>(d) Cross default;</li><li>(e) Insolvency;</li><li>(f) Unlawfulness and invalidity;</li><li>(g) Repudiation and rescission of agreements;</li><li>(h) Cessation of business and expropriation;</li><li>(i) Material Adverse Effect;</li><li>(j) Wilful defaulter; and</li><li>(k) Delisting.</li></ul> <p>Upon the occurrence of an event of default, the Company shall immediately inform the Trustee of such occurrence. The Trustee shall thereafter or upon becoming aware of an event of default, immediately notify the Debenture Holders of the occurrence of such event of default, requesting Approved Instructions as to actions to be taken in relation to the Event of Default.</p> <p>Upon receipt of Approved Instructions for declaring the debt due and payable, whether pursuant to the delivery of the notice specified above or otherwise, the Trustee shall declare all or any part of the Debt to be due and payable whereupon it shall become so due and payable, and simultaneously send the Company a notice (“<b>Acceleration Notice</b>”) requiring the Company to pay all or part of the outstanding debt to the Debenture Holders.</p> <p>Upon the occurrence of an event of default, and/or if the Company fails to pay the outstanding debt in accordance with the Acceleration Notice, the Debenture Holders may, at their sole discretion and option, exercise through the Trustee, any or all of, or a combination of, the following remedies:</p> <ul style="list-style-type: none"><li>(a) accelerate the redemption of the Debentures in which case the Debt shall become immediately due and payable; and</li><li>(b) initiate recovery proceedings or take such other action, or exercise such other rights, available under the Transaction Documents or Applicable Law.</li></ul> <p>In case of an event of default in relation to non-payment, the</p>
-----	---	---

		Trustee may execute an inter-creditor agreement or take other actions in accordance with the SEBI’s circular on ‘Standardisation of procedure to be followed by Debenture Trustee(s) in case of ‘Default’ by Issuers of listed debt securities’, dated October 13, 2020 (as may be amended from time to time).
53.	Creation of recovery expense fund	The Issuer will create and maintain the recovery expense fund as per the terms of Applicable Law, including any guidelines in this regard from SEBI, as may be amended from time to time.
54.	Conditions for breach of covenants (as specified in Debenture Trust Deed)	As will be set out under the Debenture Trust Deed.
55.	Provisions related to Cross Default Clause	Any financial indebtedness of the Company from any bank or financial institution is not paid when due nor within any originally applicable grace period. This is subject to any monetary threshold / carve out that will be specified in the Debenture Trust Deed.
56.	Role and Responsibilities of Debenture Trustee	As per Debenture Trustee Regulations, SEBI Debt Regulations, Companies Act, the simplified listing agreement(s) each as amended from time to time and as set out in the Debenture Trust Deed.
57.	Risk factors pertaining to the issue	As set out in Part 4 of this Information Memorandum.
58.	Governing Law and Jurisdiction	The Transaction Documents shall be governed by Indian law and the courts and tribunals of Mumbai shall have exclusive jurisdiction to settle any dispute arising out of or in connection therewith.
59.	Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s):	Debenture Trustee Agreement (DTA) has been executed as per required regulations before opening of the Issue. Service charges of the Debenture Trustee are mentioned in the consent letter dated May 14, 2021.

## INDICATIVE CASH FLOWS OF THE ISSUE

### Cash flows for the Debentures

<b>Cash Flows</b>	<b>Modified Date</b>	<b>No. of days in Series / Interest Period</b>	<b>Per NCD Cash Flow (in Rupees)</b>	<b>Notes</b>
1.	30-Jun-2022	365	60,500	First Coupon Payout
2.	30-Jun-2023	365	60,500	Second Coupon Payout
3.	30-Jun-2023	NA	10,00,000	Principal Repayment

## **PART 6: MATERIAL AGREEMENTS/ DOCUMENTS**

A statement containing particulars of the dates of, and parties to all material contracts and agreements involving financial obligations of the Issuer is set out below. The following are the material documents and agreements:

1. Certified copy of the Memorandum and Articles of Association of the Issuer;
2. Certified true copy of resolution of the Board of Directors dated May 28, 2021 authorizing the Issue attached as **Annexure B** to this Information Memorandum;
3. Certified true copy of resolution of the shareholders dated June 3, 2021 authorizing the Issue attached as **Annexure C** to this Information Memorandum;
4. Credit rating letter dated June 17, 2021 from India Ratings assigning rating for the Issue pursuant to this Information Memorandum attached as **Annexure D** to this Information Memorandum which shall not be older than 1 (one) month prior to the Issue Closing Date and the detailed rationale thereof which shall not be older than 1 (one) year prior to the Issue Closing Date;
5. Consent letter from the Debenture Trustee issued on May 14, 2021 attached as **Annexure E** to this Information Memorandum;
6. Consent letter from the Registrar to the Issue attached as **Annexure F** dated June 24, 2021;
7. Debenture Trustee Agreement between the Debenture Trustee and Issuer;
8. Debenture Trust Deed between the Debenture Trustee and Issuer to be executed and dated after the date of this Information Memorandum;
9. Tripartite Agreement between NSDL, Registrar and Issuer dated November 18, 2016 for dematerialisation securities of the Issuer; and
10. Listing agreement between the NSE and the Issuer.

### PART 7: DISCLOSURES- COMPANIES ACT, 2013

This part sets out disclosures required under Form No. PAS-4 (*Private Placement Offer Letter*) pursuant to the Companies Act and the PAS Rules.

<b>I. GENERAL INFORMATION</b>	
(i)	Name of the Company Deutsche Investments India Private Limited
(ii)	CIN U65923MH2005PTC153486
(iii)	Address  <i>Registered Office:</i> Block B-1, Nirlon Knowledge Park, Western Express Highway, Goregaon (East), Mumbai – 400 063  <i>Corporate office:</i> Same as registered office
	Telephone with STD +91 22 7180 3783
	Fax No. + 91 (22) 7180 3799
	E-mail id. <a href="mailto:neha.iyer@db.com">neha.iyer@db.com</a>
	Website: www.db.com/India
(iv)	Date of incorporation of the Company May 24, 2005 under the Companies Act, 1956
(v)	Business carried on by the Company and its subsidiaries with details of branches or units, if any. The Company is engaged in the business of Lending and Portfolio Management Services (PMS). The Company operates from following three locations / branches – <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Floor, B 1, Nirlon Knowledge Park, Off WE Highway, Goregaon East, Mumbai - 400 063.</li> <li>• 14<sup>th</sup> Floor, The Capital, C-70, G Block, Mumbai – 400051.</li> <li>• 14<sup>th</sup> Floor, Hindustan Times House, 18/20, Kasturba Gandhi Marg, New Delhi -110001.</li> </ul>

		The Company does not have any subsidiaries or other units.				
(vi)	Brief particulars of the management of the Company	<b>Name of the Employee</b>	<b>Designation</b>	<b>Qualification</b>		
		Yogesh Rungta	CEO	B.Com., MMS		
		Mayank Khemka	CIO & Head, Wealth Discretionary	B.Com (Hons.), MBA		
		Bharat Sangani	Head, Equity Advisory	BE. Chem., SAP Certified Consultant, FI Module, NSE Certification in Financial Markets – Derivatives Module.		
		Abhishek Bansal	FIC Financing	B.Com., C.A.		
		Saarthak Verma	Treasurer	B.Com., C.A.		
(vii)	Names, Addresses, DIN, and Occupations of Directors	<b>S. No.</b>	<b>Name &amp; Occupation</b>	<b>Residential Address</b>	<b>DIN</b>	<b>Director of the Company since</b>
		1.	Mr. Atinkumar Saha- Director Service	106, B-Wing, Oberoi Exquisite, Oberoi Garden City, Behind Oberoi Mall, Goregaon East, Mumbai-400063	06901962	24/06/2014
		2.	Mr. Ramaswami Krishnakumar-Director Service	Permanent Residential address:- 149/5, Habibullah Road, T.	07612626	15/09/2016



	<p>ii. Debentures and Interest thereon</p> <p>iii. Deposits and Interest thereon</p> <p>iv. Loans from any Bank or Financial institution and any interest thereon</p>	
(x)	<p>Names, designation, address and phone no., email ID of the nodal/compliance officer of the Company, if any, for the private placement offer process</p>	<p>Name: Neha Iyer                  Designation: Compliance Officer                  Address: Block B1, Nirlon Knowledge Park, Western Express Highway, Goregaon (East), Mumbai 400 063, India                  Phone No.: +91 22 7180-4377                  Email: neha.iyer@db.com</p>
(xi)	<p>Any default in annual filing of the Company under the Companies Act,</p>	<p>None</p>

	2013 or the rules made thereunder.	
<b>II.</b>	<b>PARTICULARS OF THE OFFER</b>	
(i)	Financial Position of the Company for the last 3 financial years	Standalone PAT (profits after tax) for last three financial years (Rs lakhs): <u>FY 2019-20</u> : 4,213.43 <u>FY 2018-19</u> : 3,550.10 <u>FY 2017-18</u> : 2,641.80 Refer to paragraph (v) of Clause V below for further details.
(ii)	Date of passing of board resolution	Board resolution dated May 28, 2021.
(iii)	Date of passing of resolution in the general meeting, authorizing the offer of securities	Shareholders resolution dated June 3, 2021.
(iv)	Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	Listed, rated, unsecured, redeemable, non-convertible debentures of a face value of INR 10,00,000 (Rupees Ten Lakh) each aggregating upto INR 30,00,00,000 (Rupees Thirty Crores).
(v)	Price at which the security is being offered including the premium, if	Issue is at par value of INR 10,00,000 (Rupees Ten Lakh) per Debenture.

	any, along with justification of the price	
(vi)	Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with the report of the registered valuer	NA
(vii)	Relevant date with reference to which the price has been arrived at  [Relevant date means a date at least thirty days prior to the date on which the general meeting of the Company is scheduled to be held]	NA
(viii)	The class or classes of persons to whom the	To following eligible investors:  (a) Scheduled commercial banks in India;

	<p>allotment is proposed to be made</p>	<p>(b) Urban / Central / State / District / Primary Co-operative Banks;                  (c) Indian companies and other bodies corporate including public sector undertakings;                  (d) Insurance companies;                  (e) Mutual funds;                  (f) Provident funds, pension funds, superannuation funds and gratuity funds;                  (g) Rural regional banks in India;                  (h) Financial institutions, including development financial institutions;                  (i) Other Government / Non-Government Agencies / Boards / Institutions; and                  (j) Any other investors who are permitted to invest in the Debentures under Applicable Law.</p>
(ix)	<p>Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)</p>	<p>NA</p>
(x)	<p>The proposed time within which the allotment shall be completed</p>	<p>Issue opening date: June 30, 2021                  Issue closing date: June 30, 2021                  Pay-in Date: June 30, 2021                  Deemed Date of Allotment: June 30, 2021</p>

(xi)	The names of proposed allottees and the percentage of post private placement capital that may be held by them	NA
(xii)	The change in control, if any, in the Company, that would occur consequent to the private placement	NA
(xiii)	The number of persons to whom allotment on preferential basis/private placement/rights issue has been made during the year, in terms of number of securities as well as price	NA
(xiv)	The justification for the allotment proposed to be made for consideration	The Debentures shall be issued at par.

	other than cash together with valuation report of the registered valuer	
(xv)	Amounts which the Company intends to raise by way of the proposed offer of securities	Rs. 30,00,00,000 (Rupees Thirty Crores)
(xvi)	Application Form	The form in which an investor can apply for subscription to the Debentures, the format of which is set out in <b>Annexure A</b> of the Information Memorandum.
(xvii)	Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment	Duration, if applicable: 2 years from the Deemed Date of Allotment Interest Rate: 6.05% p.a. Interest Payment Dates: The last day of each Interest Period for which Interest is payable by the Company, and if such last day is not a Business Day, then the Business Day immediately succeeding such last day; provided the Interest to be paid shall always be calculated till such last day of the Interest Period. Mode of payment and repayment: Payment of interest and Redemption Amount will be made by way of cash using Cheque/ DD/ RTGS/ NEFT/NACH/ Electronic mode and any other prevailing mode of payment from time to time.
(xviii)	Proposed time schedule for which the private placement offer cum application letter is valid	Issue opening date: June 30, 2021 Issue closing date: June 30, 2021 Pay-in Date: June 30, 2021
(xix)	Purposes and objects of the offer	The funds will be used solely towards <i>bona fide</i> business purposes and / or onward lending to corporates and permitted non-capital market investments in line with the extant RBI regulations applicable to NBFCs.

(xx)	Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	NA																
(xxi)	Principal terms of assets charged as security, if applicable	NA, Debentures will be unsecured.																
(xxii)	The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	None																
(xxiii)	The pre-issue and post-issue shareholding pattern of the Company	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 5%;">S. No.</th> <th rowspan="2" style="width: 20%;">Category</th> <th colspan="2" style="width: 30%;">Pre-Issue</th> <th colspan="2" style="width: 30%;">Post-Issue</th> </tr> <tr> <th style="width: 10%;">No. of shares held</th> <th style="width: 10%;">% of share holding</th> <th style="width: 10%;">No. of shares held</th> <th style="width: 10%;">% of share holding</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A.</td> <td>Promoters' holding</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Category	Pre-Issue		Post-Issue		No. of shares held	% of share holding	No. of shares held	% of share holding	A.	Promoters' holding				
S. No.	Category	Pre-Issue			Post-Issue													
		No. of shares held	% of share holding	No. of shares held	% of share holding													
A.	Promoters' holding																	

1.	Indian Individual								
	Bodies Corporate	10,072,500	19.05			10,072,500		19.05	
	Sub-total	10,072,500	19.05			10,072,500		19.05	
2.	Foreign promoters	42,812,500	80.95			42,812,500		80.95	
	Sub-total (A)	52,885,000	100			52,885,000		100	
B.	Non-promoters' holding	-	-			-		-	
1.	Institutional investors	-	-			-		-	
2.	Non-institutional investors	-	-			-		-	
	Private Corporate Bodies	-	-			-		-	
	Directors and relatives	-	-			-		-	
	Indian public	-	-			-		-	
	Others (including Non-resident Indians (NRIs))	-	-			-		-	
	Sub-total (B)	-	-			-		-	
	GRAND TOTAL	52,885,000	100			52,885,000		100	

<b>III</b>	<b>Mode of payment for subscription</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Beneficiary / Account Name</td> <td>Deutsche Investments India Private Limited</td> </tr> <tr> <td>Name of the Bank/ Branch details</td> <td>HDFC Bank Limited, Fort branch, Mumbai</td> </tr> <tr> <td>IFSC Code</td> <td>HDFC0000060</td> </tr> <tr> <td>Account Number</td> <td>57500000671296</td> </tr> </table> <p>Mode: Demand draft, ECS, NEFT, RTGS, cheques or such other permissible banking modes of payment.</p>	Beneficiary / Account Name	Deutsche Investments India Private Limited	Name of the Bank/ Branch details	HDFC Bank Limited, Fort branch, Mumbai	IFSC Code	HDFC0000060	Account Number	57500000671296
Beneficiary / Account Name	Deutsche Investments India Private Limited									
Name of the Bank/ Branch details	HDFC Bank Limited, Fort branch, Mumbai									
IFSC Code	HDFC0000060									
Account Number	57500000671296									
<b>IV</b>	<b>DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.</b>	<p>Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons.</p> <p style="text-align: center;">None</p>								
<b>(i)</b>	<b>Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any</b>	None								
<b>(ii)</b>	<b>Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any</b>	None								

	<p>promoter of the offeree Company during the last three years immediately preceding the year of the circulation of the private placement offer cum application letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed.</p>	
(iii)	<p>Remuneration of Directors (during the current and last three financial years).</p>	<p>NIL</p>
(iv)	<p>Related party transactions entered during the last three financial years immediately preceding the year of circulation of</p>	<p>Please refer to the below:</p> <ul style="list-style-type: none"> <li>• FY 2020-21 – <b>Annexure H</b>: Please refer to Notes to Accounts (<i>Related Parties – note 32.3</i>)</li> <li>• FY 2019-20 – <b>Annexure H</b>: Please refer to Notes to Accounts (<i>Related Parties – note 29.3</i>)</li> <li>• FY 2018-19 – <b>Annexure H</b>: Please refer to Notes to Accounts (<i>Related Parties – note 29.3</i>)</li> </ul>

	<ul style="list-style-type: none"> <li>• FY 2017-18 – <b>Annexure H:</b> Please refer to Notes to Accounts (<i>Related Parties – note 25.3</i>)</li> </ul>	<p>private placement offer cum application letter including with regard to loans made or, guarantees given or securities provided.</p>
	<p>None</p>	<p>Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of issue of private placement offer cum application letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each</p>

(v)

	<p>of the said reservations or qualifications or adverse remark</p>	
<p>(vi)</p>	<p>Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous Company law in the last three years immediately preceding the issue of private placement offer cum application letter in the case of Company and all of its subsidiaries. Also, if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years</p>	<p>None</p>

	immediately preceding the year of the private placement offer cum application letter and if so, section-wise details thereof for the Company and all its subsidiaries.									
(vii)	Details of acts of material frauds committed against the Company in the last three years, if any, and if so, the action taken by the Company.	None								
<b>V</b>	<b>FINANCIAL POSITION OF THE COMPANY</b>									
(i)	Capital structure of the Company									
(A)	The authorised, issued, subscribed and paid up capital (number of securities,	<table border="1"> <thead> <tr> <th>Share capital</th> <th>Description</th> <th>No of securities</th> <th>Nominal value</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Share capital	Description	No of securities	Nominal value				
Share capital	Description	No of securities	Nominal value							

	description and aggregate nominal value)	Authorised	Equity Shares	55,000,000	10				
		Issued	Equity Shares	52,885,000	10				
		Subscribed	Equity Shares	52,885,000	10				
		Paid up	Equity Shares	52,885,000	10				
(B)	Size of the Present Offer	NA							
(C)	Paid-up Capital:								
	a. After the offer:	<b>Particulars</b>	<b>INR</b>						
	b. After the conversion of convertible instruments (if applicable)	After the offer	Same as above, the Issue being an issuance of Debentures will not alter the paid up capital						
		After conversion of convertible instruments, if applicable	NA						
(D)	Share Premium Account:	Before the offer: No change							
	a. Before the offer:	After the offer: No change							
	b. After the offer:								
(ii)	The details of the existing share capital of the issuer company in a tabular form,	The details of existing share capital of the Company are as follows:							
		<b>Date of</b>	<b>No of Equity</b>	<b>Face Value</b>	<b>Issue Price</b>	<b>Consideration (Cash, other</b>	<b>Nature of</b>	<b>Cumulative (as on March 31, 2021)</b>	<b>Remarks</b>

indicating therein with regard to each allotment, the date of the allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration.	Allotment	Shares	(in Rs.)	(in Rs.)	than cash, etc.)	Allotment	No. of Equity Shares	Equity Share Capital (in Rs.)	Equity Share Premium (in Rs.)	Allotment to
	24/05/2005	5,000	10	50,000	Fresh allotment	5,000	50,000	-	-	Allotment to Mr. Nitin Nath
	24/05/2005	4,000	10	40,000	Fresh allotment	9,000	90,000	-	-	Allotment was made to Mr. Ravneet Gill
Provided that the Company shall also disclose the number and price at which each of the allotments were made in the last one year preceding the date of the private placement offer cum application	24/05/2005	1,000	10	10,000	Fresh allotment	10,000	100,000	-	-	Allotment was made to Mr. Vikas Arora
letter separately indicating the allotments made for considerations other than cash and the details of	31/05/2005	2,000,000	10	20,000,000	Fresh allotment	2,010,000	20,100,000	-	-	Allotment was made to Deutsche India Holdings Private Limited as on 31/05/2005
	26/11/2007	2,750,000	10	27,500,000	Fresh allotment	4,760,000	47,600,000	-	-	Allotment was made to Deutsche India Holdings Private Limited as on

the consideration in each case	17/12/2007	5,312,500	10	10	53,125,000	Fresh allotment	10,072,500	100,725,000	-	26/11/2007	Allotment was made to Deutsche India Holdings Private Limited as on 17/12/2007
	17/12/2007	42,812,500	10	10	428,125,000	Fresh allotment	52,885,000	528,850,000	-	17/12/2007	Allotment was made to Deutsche Asia Pacific Holdings Pte Ltd as on 17/12/2007
	28/12/2007	5,000	10	10	50,000	Transfer	5,000	50,000	-	28/12/2007	Transfer of shares taken place from Mr. Nitin Nath to Deutsche India Holdings Private Limited
	28/12/2007	4,000	10	10	40,000	Transfer	4,000	40,000	-	28/12/2007	Transfer of shares taken place from Mr. Ravneet Gill to Deutsche



(iv)	<p>Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)</p>	<p><b>Dividend Declared*</b></p> <ul style="list-style-type: none"> <li>• 2019-20 – Rs. 3.74/- per share</li> <li>• 2018-19 – Rs. 3.35/- per share</li> <li>• 2017-18 – Rs. 5.70/- per share</li> </ul> <p>Interest Coverage Ratio for last three years (standalone basis) is as below*:</p> <ul style="list-style-type: none"> <li>• 31<sup>st</sup> March, 2020 – 1.47</li> <li>• 31<sup>st</sup> March, 2019 – 1.65</li> <li>• 31<sup>st</sup> March, 2018 – 1.37</li> </ul> <p><i>*Please note that this information has not been provided as of March 31, 2021 as the audited accounts of the Company for the financial year 2020-21 have not yet been approved by the shareholders of the Company.</i></p>																									
(v)	<p>A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Information Memorandum</p>	<table border="1"> <thead> <tr> <th data-bbox="883 380 1036 1486">Financial Parameters Standalone financials*</th> <th data-bbox="883 1052 1036 1220">As on 31<sup>st</sup> December, 2020*</th> <th data-bbox="883 827 1036 1016">As on 31<sup>st</sup> March, 2020</th> <th data-bbox="883 602 1036 791">As on 31<sup>st</sup> March, 2019</th> <th data-bbox="883 380 1036 569">As on 31<sup>st</sup> March, 2018</th> </tr> <tr> <td colspan="5" data-bbox="1036 380 1084 1486" style="text-align: center;"><b>(Amount in Rs. Lakhs)</b></td> </tr> </thead> <tbody> <tr> <td data-bbox="1084 1220 1149 1486">Share Capital</td> <td data-bbox="1084 1052 1149 1220">5288.50</td> <td data-bbox="1084 827 1149 1016">5288.50</td> <td data-bbox="1084 602 1149 791">5288.50</td> <td data-bbox="1084 380 1149 569">5288.50</td> </tr> <tr> <td data-bbox="1149 1220 1279 1486">Reserves and Surplus**</td> <td data-bbox="1149 1052 1279 1220">85,269.50</td> <td data-bbox="1149 827 1279 1016">86,602.20</td> <td data-bbox="1149 602 1279 791">84,776.14</td> <td data-bbox="1149 380 1279 569">83,361.39</td> </tr> <tr> <td data-bbox="1279 1220 1356 1486">Borrowings</td> <td data-bbox="1279 1052 1356 1220">1,31,692.60</td> <td data-bbox="1279 827 1356 1016">68,927.50</td> <td data-bbox="1279 602 1356 791">1,01,903.20</td> <td data-bbox="1279 380 1356 569">1,05,709.50</td> </tr> </tbody> </table>	Financial Parameters Standalone financials*	As on 31 <sup>st</sup> December, 2020*	As on 31 <sup>st</sup> March, 2020	As on 31 <sup>st</sup> March, 2019	As on 31 <sup>st</sup> March, 2018	<b>(Amount in Rs. Lakhs)</b>					Share Capital	5288.50	5288.50	5288.50	5288.50	Reserves and Surplus**	85,269.50	86,602.20	84,776.14	83,361.39	Borrowings	1,31,692.60	68,927.50	1,01,903.20	1,05,709.50
Financial Parameters Standalone financials*	As on 31 <sup>st</sup> December, 2020*	As on 31 <sup>st</sup> March, 2020	As on 31 <sup>st</sup> March, 2019	As on 31 <sup>st</sup> March, 2018																							
<b>(Amount in Rs. Lakhs)</b>																											
Share Capital	5288.50	5288.50	5288.50	5288.50																							
Reserves and Surplus**	85,269.50	86,602.20	84,776.14	83,361.39																							
Borrowings	1,31,692.60	68,927.50	1,01,903.20	1,05,709.50																							



	years immediately preceding the date of circulation of this Information Memorandum	<ul style="list-style-type: none"> <li>• FY 2019-20 – <b>Annexure H</b>: Please refer to Statement of Cash Flow</li> <li>• FY 2018-19 – <b>Annexure H</b>: Please refer to Statement of Cash Flow</li> <li>• FY 2017-18 – <b>Annexure H</b>: Please refer to Statement of Cash Flow</li> </ul> <p><b>*Please note that this information has not been provided as of March 31, 2021 as the audited accounts of the Company for the financial year 2020-21 have not yet been approved by the shareholders of the Company.</b></p>
(vii)	Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	<p>Adoption of IND-AS from FY 2018-19.</p> <p>The Company adopted Indian Accounting Standards (IndAS) notified under section 133 of the Companies Act 2013 and other relevant provisions of the Companies Act 2013 from 1<sup>st</sup> April 2018. The financial statements up to the year ended 31<sup>st</sup> March 2018, were prepared in accordance with accounting standards notified under Companies (Indian Accounting Standards) Rules, 2015 (Old GAAP). As a result of the adoption to Ind AS, profit for financial year 2017-18 decreased from Rs. 2,684.80 lakhs to Rs. 2,641.80 lakhs.</p>

**VI. A DECLARATION BY THE DIRECTORS THAT-**

- (a) the Company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder;
- (b) the compliance with the Companies Act, 2013 and the rules thereunder does not imply that payment of dividend or interest or repayment of Debentures, if applicable, is guaranteed by the Central Government; and
- (c) the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter.

I am authorized by the Board of Directors of the Company vide resolution dated May 28, 2021 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

**Signed by:** **Atin Kumar Saha**  
Digitally signed by  
Atin Kumar Saha  
Date: 2021.06.29  
16:44:08 +05'30'

**Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_  
**Date:** June 29, 2021  
**Place:** Mumbai

## **PART 8: DISCLOSURES - SEBI DEBT REGULATIONS**

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

### **1. Documents Submitted to the Exchanges**

The following documents along with the listing application have been / shall be submitted to the NSE as applicable:

- (a) The draft Information Memorandum;
- (b) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (c) Copy of the Board / Committee Resolution authorizing the borrowing and list of authorized signatories;
- (d) Copy of the last 3 (three) years audited annual reports;
- (e) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (f) An undertaking from the issuer stating that the necessary documents for the creation of the charge, where applicable, including the Debenture Trust Deed would be executed within the time frame prescribed in the relevant regulations / act / rules, etc. and the same would be uploaded on the website of the Designated Stock exchange, where the debt securities have been listed, within five working days of execution of the same;
- (g) Any other particulars or documents that the recognized stock exchange may call for as it deems fit; and
- (h) An undertaking that permission / consent from the prior creditor for a second or pari passu charge being created, where applicable, in favor of the trustees to the proposed issue has been obtained.

### **2. Documents Submitted to Debenture Trustee**

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

- (a) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (b) Copies of last 3 (three) years' audited Annual Reports;

- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any; and
- (e) An undertaking to the effect that the Issuer would, till the redemption of the debt securities, submit the details mentioned in point (d) above to the Trustee within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee and the Trustee shall be obliged to share the details submitted under this clause with all ‘Qualified Institutional Buyers’ (QIBs) and other existing debenture holders within two working days of their specific request.

The Issuer shall submit all documents, and make necessary disclosures, in accordance with the SEBI (Listing Obligations and Disclosure Requirements), 2015. The Issuer shall comply with the SEBI (Listing Obligations and Disclosure Requirements), 2015 and SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

### 3. General Information

<b>Name</b>	:	Deutsche Investments India Private Limited
<b>Registered Office of Issuer</b>	:	Block B-1, Nirlon Knowledge Park, Western Express Highway, Goregaon (East), Mumbai – 400 063
<b>Corporate Office of Issuer</b>	:	Same as registered office
<b>Compliance Officer of Issuer</b>	:	Ms. Neha Iyer, Assistant Vice President
<b>CFO of Issuer</b>	:	N/A
<b>Arrangers, if any</b>	:	HDFC Bank Limited
<b>Corporate Identification Number</b>	:	U65923MH2005PTC153486
<b>Phone No.</b>	:	+91 22 7180 3783
<b>Contact Person</b>	:	Mr. Saarthak Verma
<b>Email</b>	:	saarthak.verma@db.com

<b>Auditors of the Issuer</b>	:	S.R Batliboi & Co. LLP, Chartered Accountants
<b>Name and Address of Debenture Trustee</b>	:	Catalyst Trusteeship Limited  Office No. 604, 6 <sup>th</sup> floor, Windsor, Off C.S.T. Road, Kalina, Santacruz (East), Mumbai 400098
<b>Registrar to the Issue</b>	:	NSDL Database Management Limited
<b>Credit Rating Agency of the issue</b>	:	India Ratings and Research Private Limited  4th floor, Wockhardt Towers, West Wing Plot C-2, G Block. Bandra Kurla Complex Bandra (East), Mumbai 400051

4. **A Brief Summary of the Business / Activities of the Issuer and its Line of Business.**

(a) **Overview**

The Company is engaged in the business of Lending and Portfolio Management Services (PMS). The Company extends two broad categories of loans - Loans to High Net-worth Individuals (HNI) and / or their entities by way of loans against shares, mutual funds, etc. and Corporate/Project loans. Additionally, the Company offers both Discretionary & Non-Discretionary PMS and Investment Advisory to HNI clients.

(b) **Corporate Structure/Organization Structure**

As set out in **Annexure G**

(c) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis.<sup>2</sup>**

Parameters – Consolidated	Upto December 2020	(Rs. in Lacs)		
		Fiscal 2020	Fiscal 2019	Fiscal 2018
Networth*	89,098.70	90,944.00	89,020.00	87,475.30
Total Equity	90,556.70	91,919.50	90,072.90	88,646.80
Total Debt	1,31,692.60	68,927.50	1,01,903.20	1,05,709.50
of which – - Non-Current	-	-	-	-

<sup>2</sup> *Please note that this information has not been provided as of March 31, 2021 as the audited accounts of the Company for the financial year 2020-21 have not yet been approved by the shareholders of the Company.*

<b>Parameters Consolidated –</b>	<b>Upto December 2020</b>	<b>Fiscal March 2020</b>	<b>Fiscal March 2019</b>	<b>Fiscal March 2018</b>
Maturities of Long Term Borrowing				
- Short Term Borrowing	1,31,692.60	68,927.50	1,01,903.20	1,05,709.50
- Current Maturities of Long Term Borrowing	-	-	-	-
Net Fixed Assets	8.60	6.60	0.06	1.20
Non-Current Assets (Excluding Fixed Assets)	6,961.00	6,962.60	7,170.20	13,087.90
Cash and Cash Equivalents	1,130.50	415.20	2,581.60	38,133.50
Current Investments	3,516.30	14,724.50	23,679.00	-
Other Current Assets	2,10,340.80	1,43,208.50	1,58,048.60	1,42,556.70
Current Liabilities	1,156.60	5,436.60	553.10	591.80
Non-Current Liabilities	9.30	9.30	3.70	2.70
Assets Under Management	-	-	-	-
Off Balance Sheet Assets	-	-	-	-
Interest Income	9,080.70	19,858.00	15,372.10	15,340.70
Interest Expense	3,048.80	10,191.40	7,030.60	7,552.60
Provisioning & Write-offs	712.60	-202.60	2,303.70	-11.60
PAT	1,972.50	4,213.40	3,550.10	2,641.80
Gross NPA (%)**	0.60%	0.92%	0.76%	2.68%
Net NPA	0.00	0.00	0.00	0.00
Tier I Capital Adequacy Ratio (%)	42.63%	64.46%	49.42%	40.51%
Tier II Capital Adequacy Ratio (%)	0.00%	0.00%	0.35%	0.36%

**Note:** The Company adopted Indian Accounting Standards (IndAS) notified under section 133 of the Companies Act 2013 and other relevant provisions of the Companies Act 2013 from 1<sup>st</sup> April 2018. The financial statements up to the year ended 31<sup>st</sup> March 2018, were prepared in

accordance with accounting standards notified under Companies (Indian Accounting Standards) Rules, 2015 (Old GAAP). The figures mentioned in the above table for the year ended 31<sup>st</sup> March 2018, are as per Ind AS, to facilitate the comparison of numbers.

\* Net worth = Total equity – Deferred Tax Assets

\*\*Gross NPA % taken from RBI submission

As per IndAS format, signed financials include Financial/ Non- Financial classification. To arrive at the required format for Current/ Non-Current, figures have been recast/ re-grouped.

5. **Project Cost and means of financing, in case of funding of new projects**

NA

6. **Gross debt to equity ratio prior to and after Issue (Standalone as at September 30, 2020)**

Before the issue of Debentures	0.65
After the issue of Debentures	0.69

7. **A Brief History of the Issuer since its Incorporation giving Details of its following activities:**

(a) **Details of Share Capital as on the latest quarter end, i.e., March 31, 2021:**

Share Capital	INR
<b>Authorised</b>	
55,000,000 equity shares of Rs. 10/- each	550,000,000
<b>Issued, Subscribed and Paid- up</b>	
52,885,000 equity shares of Rs. 10/- each	528,850,000

(b) **Details of Changes in its capital structure as on last quarter end for the last five years:**

There has been no change in the capital structure as on last quarter end, i.e., March 31, 2021 for the last five years.

Date of Change (AGM/EGM)	Rs.	Particulars
NA	NA	NA

(c) **Equity Share Capital History of the Company as on last quarter end, i.e., March 31, 2021 for the last 5 (five) years:**

There has been no change in the equity capital structure of the Company as on last quarter end, i.e., March 31, 2021 for the last five years.

Date of allotment	No. of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration (Cash, other than cash etc.)	Nature of allotment	Cumulative as on March 31, 2021			Remarks
						No. of equity shares	Equity Share capital (Rs.)	Equity Share Premium (in Rs)	
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-

(d) **Details of any Acquisition or Amalgamation in the last 1 year:**

No acquisition or amalgamation has taken place in the last 1 year.

(e) **Details of any Reorganisation or Reconstruction in the last 1 year:**

No reorganization or reconstruction has occurred in the last 1 year.

8. **Details of the Shareholding of the Issuer as at last quarter end – March 31, 2021:**

(a) **Shareholding Pattern of the Issuer as at last quarter end – March 31, 2021:**

S. No.	Particulars	Total No. of Equity Shares	No. of Shares in demat form	Total shareholding as % of total no of equity shares
1.	Deutsche Asia Pacific Holdings Pte Limited	42,812,500	42,812,500	80.95
2.	Deutsche India Holdings Private Limited	10,072,500	10,072,500	19.05
	<b>Total</b>	<b>52,885,000</b>	<b>52,885,000</b>	<b>100</b>

*Notes: Details of shares pledged or encumbered by the promoters (if any): NONE*

(b) **List of top 10 holders of Equity Shares of the Issuer as at last quarter end – March 31, 2021:**

S. No.	Particulars	Total No. of Equity Shares	No. of Shares in demat form	Total shareholding as % of total no of equity shares
1.	Deutsche Asia Pacific Holdings Pte	42,812,500	42,812,500	80.95

	Limited			
2.	Deutsche India Holdings Private Limited	10,072,500	10,072,500	<b>19.05</b>
	<b>Total</b>	<b>52,885,000</b>	<b>52,885,000</b>	<b>100</b>

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

(i) **Details of the current directors of the Company**

S. No.	Name & Designation	Residential Address	Date of Birth (dd/mm/yyyy)	Age	DIN	PAN	Director of the Company since	Other Directorship
1.	Mr. Atinkumar Saha-Director	106, B - Wing, Oberoi Exquisite, Oberoi Garden City, Behind Oberoi Mall, Goregaon East, Mumbai-400063	19/10/1964	56	06901962	AHQPS0489N	24/06/2014	NIL
2.	Mr. Ramaswami Krishnakumar-Director	Permanent Residential address:- 149/5, Habibullah Road, T. Nagar, Chennai-600017  Present Residential address:- 41, Sommerville Estate Road, Sommerv	30/09/1966	54	07612626	AFQPK9390G	15/09/2016	NIL

S. No.	Name & Designation	Residential Address	Date of Birth (dd/mm/yyyy)	Age	DIN	PAN	Director of the Company since	Other Directorship
		ille Pk, Singapore - 258035						
3.	Mr. Sumit Gupta- Director	C-1602, Mahindra Splendour, L.B.S. Road, Bhandup (West), Mumbai-400078	06/02/1979	42	08532330	AILPG1906E	26/09/2019	NIL
4.	Ms. Anjallee Paatil- Additional Director	B-503, Sarvodaya, Kher Wadi, Bandra (East), Mumbai-400051	14/10/1970	50	00643278	AHLPP8102A	26/11/2020	Provided below

Other directorship of Ms. Anjallee Patil:

S. No.	Name of the Company	Designation	Date of Appointment
1	Deutsche India Holdings Private Limited	Director	05/03/2020
2	Comfund Consulting Limited**	Director	20/05/2016

\*\*Note:- The National Company Law Tribunal has ordered commencement of a corporate insolvency resolution process of the said company on 11/09/2010 and an IRP has been appointed with respect to the affairs of Comfund. Therefore, she ceases to have any powers as a Director pursuant to provisions of the Companies Act with respect to Comfund.

**Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any: NONE**

**(ii) Details of change in directors since last three years**

S. No.	Name & Designation	DIN	Date of appointment/ Resignation	Director of the Company since (in case of resignation)	Date of cessation	Remarks
1	Ananya Suneja, Director	07297081	20/10/2015	20/10/2015	25/04/2018	Cessation
2	Rajeev Radhakrishnan, Director	08147128	12/06/2018	12/06/2018	10/01/2020	Appointment and Cessation
3	Mukund Kannappan, Director	07011752	01/12/2016	01/12/2016	22/06/2018	Cessation
4	Siddharatha Chopra, Director	06389562	09/08/2018	09/08/2018	09/06/2021	Cessation
5	Sumit Gupta, Director	08532330	26/09/2019	-	-	Appointment
6	Anjallee Paatil, Additional Director	00643278	26/11/2020	-	-	Appointment

**(iii) Details Regarding Auditors of the Issuer**

**(a) Details of the Auditor of the Issuer:**

Name	Address	Auditor Since
S R BATLIBOI & Co. LLP Chartered Accountants	12th Floor, The Ruby, 29, Senapati Bapat Marg, Dadar (West), Mumbai - 400 028, India  Mobile: +91 9009988510	January 2021

**(b) Changes in Auditors of the Issuer during the last three years:**

Name	Date of appointment/ resignation	Address	Auditor Since	Remarks
Price Waterhouse, Chartered Accountants LLP	AGM dated 27/09/2017 to cover audit of accounts for Financial Years 01/04/2017 to 31/03/2022  Date of Resignation: 15/01/2020	252, Veer Savarkar Marg, Shivaji Park, Dadar (west), Mumbai -400028	AGM dated 27/09/2017	Price Waterhouse Chartered Accountants LLP tendered their resignation as statutory auditors of the Company w.e.f. January 15, 2020.
S.R. Batliboi & Associates LLP	EGM dated 08/02/2021 to cover audit of accounts for Financial Years 01/04/2020 to 31/03/2021	12th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai - 400 028	EGM dated 08/02/2021	M/s S.R. Batliboi & Associates LLP, Chartered Accountants (Firm Reg. No. - 101049W/E300004) got appointed as the Statutory Auditors of the Company for the Financial Year 2020-21 to fill up the casual vacancy caused by the resignation of M/s Price Waterhouse Chartered Accountants LLP (Firm Reg. No. - 012745N/N500016) and shall hold the office till the conclusion of the next Annual General Meeting.

(iv) **Details of Borrowings of the Issuer as at last quarter end – March 31, 2021 (on a standalone basis):**

(a) **Details of Secured Loan Facilities:**

NONE

(b) **Details of Unsecured Loan Facilities:**

<b>Lender / Instrument Name</b>	<b>Type of Facility</b>	<b>Amount Sanctioned</b>	<b>Principal Amount Outstanding (Provisional)** (INR Cr)</b>	<b>Repayment Date/ Schedule</b>
Mutual Funds	Commercial Papers	N/A	1,110	As per details below
PayU Finance India Private Limited	Commercial Paper	N/A	30	As per details below
Deutsche India Holdings Private Limited	Inter-Corporate Deposit	N/A	100	20-Jul-2021
Deutsche India Holdings Private Limited	Inter-Corporate Deposit	N/A	50	26-Nov-2021
Deutsche India Holdings Private Limited	Inter-Corporate Deposit	N/A	150	14-Feb-2022

(c) **Details of non-convertible debentures issued by the Issuer as on March 31, 2021:**

NONE

(d) **List of Top 10 holders of non-convertible debentures of the Issuer as on March 31, 2021:**

NOT APPLICABLE

(e) **Details of amount of corporate guarantee issued by the Issuer along with the name of the counterparty on behalf of whom the corporate guarantee has been issued, as at March 31, 2021:**

NONE

(f) **Details of Commercial Paper / Certificate of Deposit:**

The total Face Value of Commercial Papers outstanding as on the latest quarter end, i.e., March 31, 2021 and its breakup in the following table:

<b>Maturity Date</b>	<b>Amt. Outstanding (INR Cr)</b>
16-Apr-21	30
30-Apr-21	75
18-May-21	60

1-Jun-21	50
9-Jun-21	175
18-Jun-21	25
23-Jun-21	175
22-Dec-21	100
23-Feb-22	250
11-Mar-22	100
18-Mar-22	100
<b>Total</b>	<b>1,140</b>

- (g) **Details of Rest of the Borrowing of the Issuer (if any, including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as at March 31, 2021:**

NONE

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

NONE

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

NONE, other than Commercial Papers which are issued at a discount to their face value. Details provided in the table above.

- (v) **Details of Promoters of the Company**

Details of Promoter Holding in Company as on latest quarter end – March 31, 2021:

Name of shareholders	Total no. of equity shares	No. of shares in demat form	Total shareholding as % of the total no. of equity shares	No. of pledged shares	% of shares pledged with respect to shares owned
Deutsche Asia Pacific Holdings Pte Limited	42,812,500	42,812,500	80.95	-	-
Deutsche India Holdings Private Limited	10,072,500	10,072,500	19.05	-	-
<b>Total</b>	<b>52,885,000</b>	<b>52,885,000</b>	<b>100</b>	-	-

- (vi) **Abridged version of Audited Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, Balance Sheet and Cash Flow statement) for at least last three years and auditor qualifications, if any.**<sup>3</sup>

**Audited Consolidated financials (Amount in Rs. Lakhs):** NA

**Audited Standalone financials (Amount in Rs. Lakhs):**

<b>Balance Sheet</b>	<b>March 2020</b>	<b>March 2019</b>	<b>March 2018</b>
<b><i>EQUITY &amp; LIABILITIES</i></b>			
Shareholders Fund	90,944.00	89,020.00	87,475.30
Non Current Liabilities	9.30	3.70	2.70
Current Liabilities	74,364.10	1,02,456.30	1,06,301.30
<b><i>ASSETS</i></b>			
Non Current Assets	6,969.20	7,170.80	13,089.10
Current Assets	1,58,348.20	1,84,309.20	1,80,690.20
<b>Profit &amp; Loss Account</b>			
	<b>March 2020</b>	<b>March 2019</b>	<b>March 2018</b>
Income	18,983.80	16,845.30	15,416.10
Expenses	13,138.70	11,857.90	10,658.70
Profit / (Loss) before Tax	5,845.10	4,987.40	4,757.40
Profit / (Loss) for the year	4,213.40	3,550.10	2,641.80

**Note:** The Company adopted Indian Accounting Standards (IndAS) notified under section 133 of the Companies Act 2013 and other relevant provisions of the Companies Act, 2013 from 1<sup>st</sup> April 2018. The financial statements up to the year ended 31<sup>st</sup> March 2018, were prepared in accordance with accounting standards notified under Companies (Indian Accounting Standards) Rules, 2015 (Old GAAP). The figures mentioned in the above table for the year ended 31<sup>st</sup> March 2018, are as per Ind AS, to facilitate comparison of numbers.

As per IndAS format, signed financials include Financial/ Non- Financial classification. To arrive at the required format for Current/ Non-Current, figures have been recast/ re-grouped.

---

<sup>3</sup> **Please note that this information has not been provided as of March 31, 2021 as the audited accounts of the Company for the financial year 2020-21 have not yet been approved by the shareholders of the Company.**

- (vii) **Abridged version of Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors’ qualifications, if any.**<sup>4</sup>

**Half Yearly financials – Consolidated (Amount in Rs. Lakhs): NA**

**Half Yearly financials – Standalone (Amount in Rs. Lakhs):**

<b>Balance Sheet</b>	<b>December 2020</b>
<b><i>EQUITY &amp; LIABILITIES</i></b>	
Shareholders Fund #	89,098.70
Non Current Liabilities	9.30
Current Liabilities <sup>0</sup>	1,32,849.20
<b><i>ASSETS</i></b>	
Non Current Assets	6,969.60
Current Assets	2,14,987.60
<b>Profit &amp; Loss Account</b>	<b>September 2020</b>
Income	9,337.10
Expenses	6,646.90
Share of profit of JV/associate	NIL
Profit / (Loss) before Tax	2,690.20
Profit / (Loss) for the year	1,972.50

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

NONE

- (ix) **Name of the Debenture Trustee shall be mentioned with statement to the effect that the debenture trustee has given its consent to the Issuer for its appointment under regulation**

---

<sup>4</sup> *Please note that this information has not been provided as of March 31, 2021 as the audited accounts of the Company for the financial year 2020-21 have not yet been approved by the shareholders of the Company.*

**4(4) and in all the subsequent periodical communications sent to the holders of the Debentures. Copy of consent letter from the Debenture Trustee to be disclosed:**

The Debenture Trustee for the Issue of Debentures proposed to be issued under this Information Memorandum shall be **Catalyst Trusteeship Limited**. The Debenture Trustee has given its written consent for its appointment and inclusion of its name in the form and context in which it appears in this Information Memorandum for the Issue of Debentures. The Debenture Trustee has given their consent to the Issuer to act as trustee for the Debenture Holders under Regulation 4(4) of the SEBI Debt Regulations.

The consent letter dated May 14, 2021 from the Debenture Trustee is attached as **Annexure E** (*Consent Letter from the Debenture Trustee*) to this Information Memorandum.

- (x) **The detailed rating rationale(s) adopted (not older than one year on the date of opening of the Issue)/ credit rating letter issued (not older than one month on the date of opening of the Issue) by the rating agencies:**

The Credit Rating Agency has assigned a rating of ‘IND AAA’ with a stable outlook to the Debentures. Instruments with this rating are considered to have the highest degree of safety regarding timely servicing of financial obligations. Such instruments carry lowest credit risk.

Please refer to **Annexure D** to this Information Memorandum for the rating letter and rating rationale adopted by the Credit Rating Agency.

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

Not Applicable.

- (xii) **Names of all the Recognised Stock Exchanges where Securities are Proposed to be Listed clearly indicating the Designated Stock Exchange:**

The Debentures are proposed to be listed on the WDM segment of the National Stock Exchange (NSE). The Issuer shall comply with the requirements of the Debt Listing Agreement for debt securities to the extent applicable to it on a continuous basis. The Issuer shall obtain the final listing approval in accordance with the timelines prescribed under Applicable Law.

- (xiii) **Other Details pertaining to the Issue:**

- (i) **Debenture Redemption Reserve**

If required, the Issuer will create a DRR in accordance with Applicable Laws specified for NBFCs in case of privately placed debentures.

- (ii) **Recovery Expense Fund**

The Issuer will create a recovery expense fund as may be required in case of privately placed debentures in accordance with applicable law.

(iii) **Issue / instrument specific regulations – relevant details (Companies Act, RBI guidelines, etc.)**

The Debentures being offered pursuant to this Information Memorandum are subject to and will be in compliance with, as applicable, the provisions of the Companies Act including the rules thereunder, the SEBI Debt Regulations, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, Application Form, and other terms and conditions as may be incorporated in the Debenture Trust Deed.

(iv) **Application Process**

Please see the section headed “*Part 10: Issue Procedure*”.

\*Issuer shall provide latest Audited or Limited Review Financials in line with timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. [SEBI/IMD/BOND/1/2009/11/05](#) dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual result.

(xiv) **Issue details:** Please see the section headed “*Part 5: Issue Details*”.

**PART 9: NO WILFUL DEFAULT**

<b>Name of Bank declaring entity to be wilful defaulter</b>	<b>Year in which entity is declared as wilful defaulter</b>	<b>Outstanding amount at the time of declaration</b>	<b>Name of entity declared as wilful defaulter</b>	<b>Steps taken for removal from list of wilful defaulters</b>	<b>Other disclosures</b>	<b>Any other disclosures</b>
NIL	NIL	NIL	NIL	NIL	NIL	NIL

## **PART 10: ISSUE PROCEDURE**

The Issuer proposes to Issue the Debentures on the terms set out in this Information Memorandum and other Transaction Documents. The Debentures being offered pursuant to this Information Memorandum are subject to the provisions of the Companies Act, the SEBI Debt Regulations, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, Application Form, and other terms and conditions as may be incorporated in the Debenture Trust Deed. This section applies to all applicants. Please note that all applicants are required to make payment of the full application amount in the manner and within the timeline specified hereunder.

Each prospective investor or purchase of the Debentures shall review and examine the Debenture Trust Deed. Notwithstanding anything contained in the Information Memorandum, in case of any inconsistency or repugnancy between the Information Memorandum and the Debenture Trust Deed, the Debenture Trust Deed shall prevail.

### **How to Apply**

Only Eligible Investors as given hereunder may apply for the Debentures by completing the application form in the prescribed format in BLOCK LETTERS in English in accordance with the instructions contained therein. No application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the applicant's bank, type of account and account number must be duly completed by the applicant. This is required for the applicant's own safety and these details will be printed on the refund orders and interest/ redemption warrants.

An Application Form may be accompanied by either demand draft(s) or cheque(s) drawn or made payable in favour of the Issuer or otherwise as may be set out in the application form and crossed "Account Payee Only".

Cheque(s) or demand draft(s) may be drawn on any bank including a co-operative bank, which is a member or a sub-member of the bankers clearing house located at Mumbai. Money orders or postal orders will not be accepted. The payments can be made by real time gross settlement (RTGS)/NEFT, the details of which are given below. No cash will be accepted. An application once submitted cannot be withdrawn.

The Issuer assumes no responsibility for any application/cheques/demand drafts lost in mail or in transit.

Since neither the issue size nor the aggregate issue size during this financial year crosses Rs. 200 crores, the Issuer will not be required to use the Electronic Book Provider mechanism for the private placement of the Debentures as per SEBI Circular No. SEBI Circular SEBI/HO/DDHS/CIR/P/2018/05 dated January 5, 2018.

All investors are required to comply with the relevant regulations/ guidelines applicable to them for investing in this issue of Debentures.

### **Application Procedure**

Potential Investors will be invited to subscribe by way of Application Form as provided by the Issuer during the period between the Issue Opening Date and the Issue Closing Date (both days inclusive) mentioned in the Information Memorandum.

The Issuer reserves the right to close the Issue at the earlier date on the Issue of that particular Debentures being fully subscribed.

The Issuer reserves the right to close the Issue at any time on the Issue Closing Date.

### **Application Size**

Applications for the Debentures are required to be for a minimum of 100 (one hundred) Debentures of Rs. 10,00,000 (Rupees Ten Lakh) each aggregating to Rs. 10,00,00,000 (Rupees Ten Crores) and in multiples of 1 (one) Debenture aggregating to Rs. 10,00,000 (Rupees Ten Lakh) thereafter.

### **Who can Apply**

Nothing in this Information Memorandum shall constitute and/or deem to constitute an offer or an invitation to an offer, to be made to the public or any section thereof through this Information Memorandum and this Information Memorandum and its contents should not be construed to be a prospectus under the Companies Act, as amended or the rules made thereunder.

This Information Memorandum and the contents hereof or thereof are restricted for only the intended recipient(s) who have been addressed directly through a communication by the Issuer and only such recipients are eligible to apply for the Debentures.

The following categories of Investors together constitute “**Eligible Investors**”:

- (a) Scheduled commercial banks in India;
- (b) Urban / Central / State / District / Primary Co-operative Banks;
- (c) Indian companies and other bodies corporate including public sector undertakings;
- (d) Insurance companies;
- (e) Mutual funds;
- (f) Provident funds, pension funds, superannuation funds and gratuity funds;
- (g) Rural regional banks in India;
- (h) Financial institutions, including development financial institutions;
- (i) Other Government / Non-Government Agencies / Boards / Institutions; and

Any other investors who are permitted to invest in the Debentures under Applicable Law.

Only the Eligible Investors, when specifically approached, are eligible to apply for the Debentures and subject to the compliance with the relevant regulations/guidelines applicable to them for investing in this Issue.

**Other than as stated above, applications cannot be made by person(s) or entity(ies) resident outside India.**

All Eligible Investors and subsequent Debenture Holders (who shall purchase the Debentures in the secondary market) are required to consult their own advisors in investing in the Debentures and comply with the relevant rules/regulations/guidelines/notifications applicable to them for investing in the Debentures.

**Submission of Documents**

Investors should submit the following documents, wherever applicable:

- (a) Memorandum and Articles of Association/Documents governing constitution;
- (b) Government notification/certificate of incorporation;
- (c) Resolution authorising investment along with operating instructions;
- (d) Power of Attorney (original and certified true copy);
- (e) Form 15AA granting exemption from TDS on interest;
- (f) Form 15H for claiming exemption from TDS on interest on application money, if any;
- (g) Order u/s 197 of IT Act;
- (h) Order u/s 10 of IT Act;
- (i) Specimen signatures of authorised persons duly certified by an appropriate authority; and
- (j) SEBI registration certificate, if applicable.

**Note: Participation by potential Investors in the Issue proposed to be issued under this Information Memorandum may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to peruse the Information Memorandum / Debenture Trust Deed and further ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.**

**Permanent Account Number**

Each applicant should mention their PAN allotted under the IT Act in the Application Form.

**Minimum Subscription**

Minimum subscription shall be for 100 Debentures aggregating to Rs. 10,00,00,000 (Rupees Ten Crores) and above per investor in compliance with the NBFC Master Directions.

### **Submission of completed Application Form**

All applications duly completed accompanied by transfer instructions from the respective Investor's account to the account of the Issuer, shall be submitted at the Registered Office of the Issuer.

### **Mode of Payment**

Applications complete in all respects must be submitted before the last date indicated in the Issue time table or such extended time as decided by the Issuer in accordance with applicable laws. Payment should be made to the following bank account of the Issuer (“**Designated Bank Account**”):

Beneficiary / Account Name	Deutsche Investments India Private Limited
Name of the Bank/ Branch details	HDFC Bank Limited, Fort, Mumbai
IFSC Code	HDFC0000060
Account Number	57500000671296

### **Basis of Allotment and Schedule for Allotment**

The Issuer reserves the sole and absolute right to allot the Debentures to any applicant. The unutilised portion of the application money will be refunded to the applicant by electronic transfer to the bank account notified by the applicant. In case the cheque payable at par facility is not available, the Issuer reserves the right to adopt any other suitable mode of payment. The Issuer will allot the Debentures to the Debenture Holders dematerialised account within the timelines permitted under Applicable Law. The Issuer further agrees to pay interest in accordance with the applicable provisions of the Companies Act, if the allotment letters/refund orders have not been dispatched to the applicants within 30 (thirty) days from the date of the closure of the Issue.

### **Right to Accept or Reject Applications**

The Board of Directors, the Committee of Directors and/or any other authorised officials of the Issuer reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof. Application Forms that are not complete in all respects may be rejected in sole discretion of the Issuer.

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

### **Interest on Application Money**

Interest on application money will be paid to Investors as set out in the Summary Term Sheet.

### **Refunds**

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

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

### **Issue of Debentures in Dematerialised Form**

The Debentures will be issued/ credited in dematerialised form within 2 (two) Business Days from the Deemed Date of Allotment. The Issuer has made arrangements with the Depositories for the Issue in dematerialised form. Investors will hold the Debentures in dematerialised form in accordance with the provisions of Depositories Act. The Depository participant's name, DP ID and beneficiary account number must be mentioned at the appropriate place in the Application Form. The Issuer shall take necessary steps to credit the Debentures allotted to the Depository account of the Investor. All provisions relating to issue, allotment, transfer, transmission etc. in respect of the Debentures as prescribed under the Depositories Act will be applicable to the Debentures issued in dematerialised form.

If the Debentures issued are held in dematerialised form, then no action is required on the part of the Investors for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS to those Investors whose names appear on the list of beneficiaries provided by the Depository to the Issuer. The names would be in accordance with the Depository's records on the relevant record date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and depository participant's identification number will be given by the Depository to the Issuer and the Registrar. Based on the information provided above, the Issuer/Registrar will dispatch the cheque for interest / interest payments to the beneficiaries. If permitted, the Issuer may transfer payments required to be made in relation to any by electronic transfer of funds/RTGS, to the bank account of the Debenture Holders for redemption and interest/ coupon payments.

### **Deemed Date of Allotment**

All benefits relating to the Debentures will be available to the Investors from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment. The Issuer reserves the right to keep multiple allotment date(s)/ deemed date(s) of allotment at its sole and absolute discretion without any notice. The Deemed Date of Allotment may be changed (advanced/ postponed) by the Issuer at its sole and absolute discretion.

### **Payment on Redemption**

In respect of the Debentures held in dematerialised form, payment of the Redemption Amount will be made by the Issuer to the beneficiaries in accordance with the beneficiary list provided by the Depositories as on the Record Date. The Debentures shall be taken as discharged on payment of the Redemption Amount by the Issuer to the beneficiaries in accordance with the beneficiary list by making payment electronically to the bank account notified by the beneficiary. Such payment will be a legal discharge of the liability of the Issuer towards the Debenture Holders. On such payment being made,

the Issuer will inform the Depositories and accordingly the account of the Debenture Holders with Depositories will be adjusted. In case of cheque issued towards redemption proceeds, the same will be dispatched by courier or hand delivery or registered post at the address provided in the Application Form at the address as notified by Debenture Holder or at the address with Depositories' record. Once the cheque for redemption proceeds is dispatched to the Debenture Holder(s) at the addresses provided or available from the Depositories record, the Issuer's liability to redeem the Debentures on the date of redemption shall stand extinguished and the Issuer will not be liable to pay any interest/premium, income or compensation of any kind from the date of redemption of the Debenture(s).

Upon dispatching the payment instrument towards payment of the redemption amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.

### **Currency of Payment**

All obligations under the Debentures including yield, are payable in Indian Rupees only.

### **Transfers**

The Debentures shall be transferable freely to all classes of investors eligible to purchase these Debentures subject to applicable law and the rules and regulations governing their investments. Subject to the foregoing, the Debentures may be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act, 2013. The provisions relating to transfer, transmission and other related matters in respect of shares of the Company contained in the Articles of Association of the Issuer and the Companies Act, 2013 shall apply, mutatis mutandis (to the extent applicable to Debentures), to the Debentures as well. The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by depositories and the relevant depository participants of the transfer or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the record date. In the absence of the same, interest will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the Depositories. In such cases, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer.

Provided further that nothing in this section shall prejudice any power of the Issuer to register as Debenture Holder, any person to whom the right to any Debenture of the Company has been transmitted by operation of law.

The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in electronic form. The seller should give delivery instructions containing details of the buyer's depository participant account to his depository participant. The Issuer undertakes that there will be a common transfer form/procedure for transfer of Debentures.

The Debentures shall be issued only in dematerialised form in compliance with the provisions of the Depositories Act, 1996 (as amended from time to time), any other applicable regulations (including of any relevant stock exchange) and these conditions. No physical certificates of the Debentures would be issued.

Notwithstanding anything contained herein, no Debenture shall be transferred to any person who is not eligible under Applicable Law to hold the Debentures.

## **Title**

The person for the time being appearing in the register of Beneficial Owners maintained by the Depository shall be treated for all purposes by the Issuer, the Debenture Trustee, the Depositories and all other persons dealing with such person as the holder thereof and its absolute owner for all purposes.

## **List of Beneficial Owners**

The Issuer shall request the Depositories to provide a list of Beneficial Owners as at the end of the Record Date. This shall be the list, which shall be considered for payment of interest or repayment of principal amount, as the case may be.

## **Applications under Power of Attorney**

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

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

## **Computation of Interest**

All interest accruing for any Interest Period shall accrue from day to day and be calculated on the Face Value of principal outstanding on the Debentures at the interest rate on the basis of the actual number of days elapsed and a year of 365 days (or 366 days in case of a leap year), at the applicable Interest Rate, and rounded off to the nearest Rupee.

## **Tax Deduction at Source**

Debenture Holders should consult their own independent tax advisers to understand their tax positions. In addition, Debenture Holders should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time. Therefore, Debenture Holders are advised to consider the tax implications in respect of subscription to the Debentures in consultation with their tax advisors.

In accordance with the prevalent provisions of the IT Act, the amount of interest received/ receivable by the Debenture Holders is treated as a taxable income in their hands. However, with effect from June 1, 2008, no tax is deductible at source from the amount of interest payable on any listed demat security, held by a person resident in India. Since the Debentures shall be issued in dematerialised mode and shall be listed on the NSE and such other recognised stock exchanges as the Issuer may deem fit after

giving prior intimation of such proposed listing to the Debenture Trustee, no tax will be deductible at source on the payment/credit of interest on the Debentures held by any person resident in India. In the event of rematerialisation of the Debentures or a change in applicable law governing the taxation of the Debentures, the following provisions shall apply:

Any payment to be made by the Issuer shall be made to the Debenture Trustee, in the appropriate currency, at such place as the Debenture Trustee shall designate. Except as provided in this Clause, all payments to be made by the Issuer shall be made in full without set-off or counterclaim and free and clear of any Tax of any nature now or hereafter imposed by any country or any subdivision or relevant authority, unless the payment/deduction/withholding of any present and future Tax (“**Tax Deduction**”) is required by applicable law. If any sums payable to the Debenture Holders are subject to any Tax Deduction, the Issuer shall make such a Tax Deduction, and shall immediately (but no later than 30 (thirty) days from the due date of payment of such Tax Deduction to the Governmental Authority (or any shorter period stipulated by applicable law)) deliver to the Debenture Trustee the withholding certificate or similar certificate or an official receipt or other official documentation evidencing such payment in accordance with applicable law received in connection with the Tax Deduction.

In the event that a Debenture Holder is entitled by virtue of any applicable laws to receive amounts at a lower rate of tax withholding, such Debenture Holder will provide evidence thereof to the Issuer who will then deduct Tax at such lower rate.

#### **Right of the Issuer to Purchase and Re-sell Debentures**

The Issuer may, subject to applicable laws, at any time and from time to time, purchase Debentures issued under this Information Memorandum at discount, at par or premium in the open market. Such Debentures, at the option of the Issuer, be cancelled, held or resold at such a price and on such terms and conditions as the Issuer may deem fit and as permitted by applicable laws.

#### **Succession**

In the event of insolvency or winding up of a Registered Debenture Holder, or the first holder in the case of joint holders, the Issuer will recognise the executor or administrator of the demised Debenture Holder or the holder of succession certificate or other legal representative of the demised Debenture Holder as the Registered Debenture Holder of such Debentures, if such a person obtains probate or letter of administration or is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter and delivers a copy of the same to the Issuer.

The Issuer may in its absolute discretion, where it thinks fit, dispense with the production of the probate or letter of administration or succession certificate or other legal representation, in order to recognise such holder as being entitled to the Debentures standing in the name of the demised Debenture Holder(s) on production of sufficient documentary proof or indemnity. In case a person other than individual holds the Debentures, the rights in the Debentures shall vest with the successor acquiring interest therein, including liquidator or such any person appointed in accordance with the applicable law.

#### **Notices**

All notices to the Debenture Holders required to be given by the Issuer or the Debenture Trustee shall have been given in accordance with the Transaction Documents.

### **Payment of outstanding amounts on the Debentures**

The Issuer will comply with the terms of the Debt Listing Agreement including but not limited to ensuring that, the Issuer shall ensure that services of ECS (Electronic Clearing Service), Direct Credit, RTGS (Real Time Gross Settlement) or NEFT (National Electronic Funds Transfer) are used for payment of all outstanding amounts on the Debentures, including the principal and interest accrued thereon, in accordance with the applicable norms of the RBI.

### **Debenture Trustee**

The Issuer has appointed Catalyst Trusteeship Limited as the Debenture Trustee for the Issue. All the rights and remedies of the Debenture Holders shall vest in and shall be exercised by the Debenture Trustee without referring to the Debenture Holders. All Investors are deemed to have irrevocably given their authority and consent to Catalyst Trusteeship Limited to act as their Debenture Trustee and for doing such acts and signing such documents to carry out their duty in such capacity. Any payment by the Issuer to the Debenture Trustee on behalf of the Debenture Holders shall discharge the Issuer *pro tanto* to the Debenture Holders. The Debenture Trustee shall carry out its duties and shall perform its functions in accordance with all applicable laws and regulations including without limitation the SEBI Debt Regulations and the Debenture Trustee Regulations as well as the Debenture Trust Deed and this Information Memorandum, with due care, diligence and loyalty. Resignation/ retirement of the Debenture Trustee shall be in accordance with terms of the Debenture Trust Deed entered into between the Issuer and the Debenture Trustee and a notice in writing to the Debenture Holders shall be provided for the same.

The Debenture Trustee shall ensure disclosure of all material events on an ongoing basis. The Debenture Trustee will protect the interest of the Debenture Holders on the occurrence of an event of default by the Issuer in regard to timely payment of interest and repayment of principal and they will take necessary action at the Issuer's cost as provided in the Debenture Trust Deed.

### **Rights of Debenture Holders**

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

### **Sharing of Information**

The Issuer may, at its option, but subject to applicable laws, use on its own, as well as exchange, share or part with any financial or other information about the Debenture Holders available with the Issuer, with its subsidiaries and affiliates and other banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its subsidiaries and affiliates nor their agents shall be liable for use of the aforesaid information.

## **PART 11: DECLARATION**

### **Declaration by the Issuer**

The Issuer hereby declares that this Information Memorandum contains full disclosure in accordance with SEBI Debt Regulations and the Companies Act.

The Issuer also confirms that this Information Memorandum does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading. The Information Memorandum also does not contain any false or misleading statement. The Issuer accepts no responsibility for the statements made otherwise than in this Information Memorandum or in any other material issued by or at the instance of the Issuer and that anyone placing reliance on any other source of information would be doing so at his own risk.

The Issuer declares that all the relevant provisions of the relevant regulations or guidelines issued by SEBI and other applicable laws have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the regulations or guidelines issued by SEBI and other applicable law, as the case may be.

### **Declaration by the Directors**

- (i) The Issuer has complied with the provisions of the Companies Act and the rules made thereunder;
- (ii) The compliance with the Companies Act and the rules made thereunder does not imply that payment of interest or repayment of any Debentures is guaranteed by the Central Government; and
- (iii) the monies received under the offer shall be used only for the purposes and objects indicated in the Information Memorandum.

I am authorised by the Board of Directors of the Issuer by way of the resolution dated May 28, 2021 to sign this form and declare that all the requirements of Companies Act and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is in accordance with the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

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

Signed by: **Atin Kumar Saha**  Digitally signed by  
Atin Kumar Saha  
Date: 2021.06.29  
16:46:07 +05'30'

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** June 29, 2021

**Place:** Mumbai

## **ANNEXURE A: APPLICATION FORM**

### **DEUTSCHE INVESTMENTS INDIA PRIVATE LIMITED**

**Registered Office:** Block B-1, Nirlon Knowledge Park, Western Express Highway, Goregaon (East),  
Mumbai – 400 063 **Compliance Person:** Ms. Neha Iyer | **Email of Compliance Person:**  
neha.iyer@db.com | **Telephone:** +91 22 7180 3783 | **Fax:** + 91 (22) 7180 3799 | **Website:**  
www.db.com/India | **CIN:** U65923MH2005PTC153486

### **APPLICATION FORM FOR PRIVATE PLACEMENT OF UNSECURED, LISTED, RATED, REDEEMABLE SECURITIES IN THE FORM OF NON-CONVERTIBLE DEBENTURES**

ISSUE OPENS ON: June 30, 2021

CLOSING ON: June 30, 2021

Date of Application: [●], 2021

Dear Sirs,

We have received, read, reviewed and understood all the contents, terms and conditions and required disclosures in the private placement offer letter cum information memorandum dated [●], 2021 (“**Information Memorandum**”) issued by Deutsche Investments India Private Limited (the “**Issuer**”) and the Debenture Trust Deed. We have also done all the required due diligence (legal or otherwise) without relying upon the information contained in the Information Memorandum. Now, therefore, we hereby agree to accept the Debentures mentioned hereunder or such smaller number as may be allocated to us, subject to the terms of the said Information Memorandum, this application form and the documents. We undertake that we will sign all such other relevant documents and do all such other acts, if any, necessary on our part to enable us to be registered as the holder(s) of the Debentures which may be allotted to us. The amount payable on application as shown below is remitted herewith.

We authorise you to place our name(s) on the Register of Debenture Holders of the Issuer as well as the number of Debentures that may be so allocated to us and to register our address(es) as given below. We note that the Issuer is entitled in their absolute discretion to accept or reject this application in whole or in part without assigning any reason whatsoever.

Yours faithfully,  
For (Name of the Applicant)

(Name and Signature of Authorised Signatory)  
The details of the application are as follows:

**APPLICATION FORM FOR DEBENTURES (CONT.)**

DEBENTURES APPLIED FOR:

No. of Debentures (in figures and in words)	Issue Price per Debenture (Rs.)	Amount (Rs.)
[ ]	[ ]	[ ]

<p>Tax status of the Applicant (please tick one)</p> <p>1. Non-Exempt <input type="checkbox"/></p> <p>2. Exempt under:</p> <p>Self-declaration <input type="checkbox"/></p> <p>Under Statute <input type="checkbox"/></p> <p>Certificate from I.T. Authority <input type="checkbox"/></p> <p>Please furnish exemption certificate, if applicable.</p>
---

We apply as (tick whichever is applicable):

- |   |   |
|---|---|
| <input type="checkbox"/> Financial Institution<br><input type="checkbox"/> Insurance Company<br><input type="checkbox"/> Body Corporate<br><input type="checkbox"/> FII/QFI/FPI | <input type="checkbox"/> Company<br><input type="checkbox"/> Commercial Bank/RRB/Co-op. Bank/UCB<br><input type="checkbox"/> Others (please specify): _____ |
|---|---|

**PAYMENT PREFERENCE**

<b>Cheque Draft RTGS</b> <b>Payable at _____</b>
---

APPLICANT'S NAME IN FULL:

<b>Tax payer's PAN</b>		IT Circle/ Ward/ District	

MAILING ADDRESS IN FULL (Do not repeat name) (Post Box No. alone is not sufficient)

Pin		Tel	
		Fax	

CONTACT PERSON

<input style="width: 90%;" type="text"/> NAME	<input style="width: 90%;" type="text"/> DESIGNATION	<input style="width: 90%;" type="text"/> TEL. NO.	<input style="width: 90%;" type="text"/> FAX NO.
Email <input style="width: 80%;" type="text"/>			

I / We, the undersigned, want delivery of the Debentures in Electronic Form. Details of my / our Beneficiary (Electronic) account are given below:

Depository Name	NSDL	CDSL
Depository Participant Name		
DP ID		
Beneficiary Account Number		
Name of Applicant		

We understand that in case of allocation of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allocated Debentures. (Applicants must ensure that the sequence of names as mentioned in the application form matches that of the Account held with the DP).

Name of the Authorised Signatory(ies)	Designation	Signature

**FOR COMPANY USE ONLY**

	Date of receipt of application	
No. of Debentures (in words and figures)	Date of receipt of cheque	
Amount for Debentures (Rs.) (in words and figures)	Date of clearance of cheque	
<b>PARTICULARS OF DP ID</b>		
RTGS/Cheque/Fund Transfer/ Demand Draft drawn on (Name of Bank and Branch)	Cheque/Demand Draft No./UTR No. in case of RTGS/ A/c no incase of FT	RTGS/Cheque/ Demand Draft/ fund transfer Date
		DP ID No.
		Client ID No.

## DEUTSCHE INVESTMENTS INDIA PRIVATE LIMITED

### APPLICATION FORM FOR PRIVATE PLACEMENT OF NON CONVERTIBLE DEBENTURES

#### ACKNOWLEDGEMENT SLIP

(To be filled by the Applicant)

Received from \_\_\_\_\_ an application for \_\_\_\_\_ Debentures  
Address \_\_\_\_\_ cheque/ draft No. \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ Drawn on \_\_\_\_\_  
\_\_\_\_\_ for Rs. (in figures) \_\_\_\_\_  
\_\_\_\_\_ Pin Code \_\_\_\_\_ for Rs. (in words) \_\_\_\_\_

1. Application must be completed in full BLOCK LETTER IN ENGLISH except in case of signature. Applications, which are not complete in every respect, are liable to be rejected.
2. Payment should be made by RTGS/NEFT in accordance with the following details:

Beneficiary/Account Name:	Deutsche Investments India Private Limited
Account No.:	57500000671296
Name of the Bank/Branch details:	HDFC Bank Limited, Fort, Mumbai
IFSC Code:	HDFC0000060

3. Cheque or bank draft should be drawn on a scheduled bank payable at Mumbai.
4. The Application Form along with relevant documents should be forwarded to the registered office of Deutsche Investments India Private Limited (the “**Issuer**”) to the attention of Mr. Roopkumar Uppala / Mr. Aakash Shetty, on the same day the application money is deposited in the Bank. A copy of PAN Card must accompany the application.
5. In the event of debentures offered being oversubscribed, the same will be allotted in such manner and proportion as may be decided by the Issuer.
6. The debentures shall be issued in Demat form only and subscribers may carefully fill in the details of Client ID/ DP ID.
7. In the case of application made under Power of Attorney or by limited companies, corporate bodies, registered societies, trusts etc., following documents (attested by Company Secretary /Directors) must be lodged along with the application or sent directly to the Issuer at its registered office to the attention of Mr. Roopkumar Uppala / Mr. Aakash Shetty along with a copy of the Application Form.
  - (a) Memorandum of Association and Articles of Association / documents governing constitution/ certificate of incorporation.
  - (b) Board resolution of the investor authorising investment.
  - (c) Certified true copy of the Power of Attorney.

- (d) Specimen signatures of the authorised signatories duly certified by an appropriate authority.
  - (e) PAN (otherwise exemption certificate by IT authorities).
  - (f) Specimen signatures of authorised persons.
  - (g) SEBI registration certificate, if applicable.
8. The attention of applicants is drawn to Sub-Section (1) of Section 38 of the Companies Act, which is reproduced below:
- Any person who:
- (a) Makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing for, for its securities; or
  - (b) Makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or
  - (c) otherwise induces directly or indirectly a company to allot or register any transfer of securities to him or any other person in a fictitious name,
- shall be punishable with imprisonment for a term which shall not be less than 6 months, but which may extend to 10 years and shall also be liable to fine which shall not be less than the amount involved which may extend to 3 times the amount involved.
9. The applicant represents and confirms that it has understood the terms and conditions of the Debentures and is authorised and eligible to invest in the same and perform any obligations related to such investment.

**ANNEXURE B: BOARD RESOLUTION AUTHORISING THE ISSUE**

*Enclosed Separately*

**ANNEXURE C: SHAREHOLDERS' RESOLUTION**

*Enclosed Separately*

**ANNEXURE D: RATING LETTER OF THE CREDIT RATING AGENCY ALONGWITH  
RATING RATIONALE**

*Enclosed Separately*

**ANNEXURE E: CONSENT OF DEBENTURE TRUSTEE**

*Enclosed Separately*

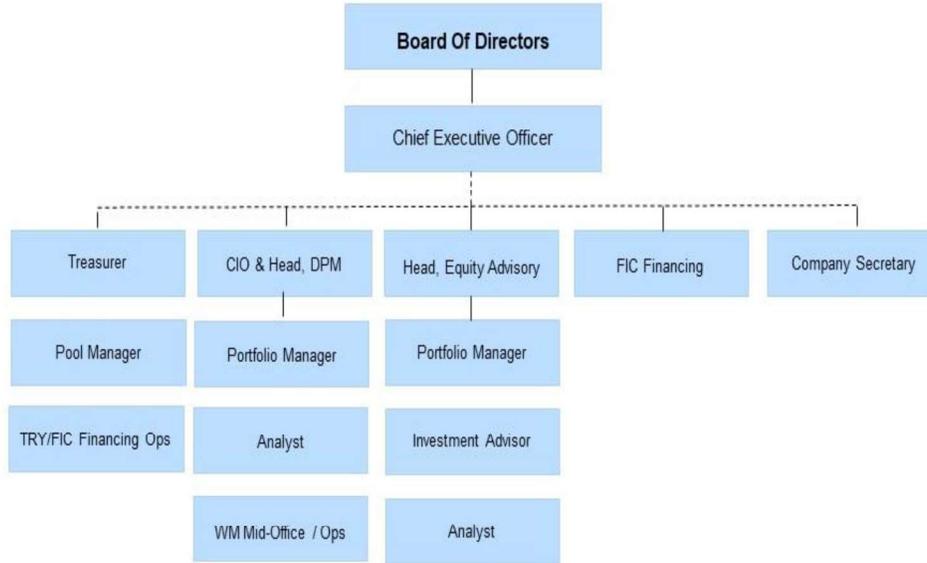
**ANNEXURE F: CONSENT OF REGISTRAR TO THE ISSUE**

*Enclosed Separately*

## ANNEXURE G: CORPORATE STRUCTURE/ORGANIZATION STRUCTURE

Management profile enclosed separately.

### DIPL – Organization Structure



**Note:** Group Support Functions like CRM, MRM, NFRM, IT, HR, Finance, Tax, Legal, Audit, Compliance, etc. not listed here.

**March 2021**

**ANNEXURE H: FINANCIAL STATEMENTS**

*Enclosed Separately*