

### **Press Release**

## Achievers Finance India Limited (Formerly Achievers Finance India Private Limited) October 06, 2025

**Ratings** 

Kaungs					
Instrument/	Amount	Current	Previous	Rating	Complexity
Facility	(Rs. crore)	Ratings	Ratings	Action	<u>Indicator</u>
Non-	14.63	IVR BBB-/	IVR BB+/	Rating	<u>Simple</u>
Convertible	(Increased	Stable	Positive	Upgraded	
Debentures	from Rs.	(IVR Triple B	(IVR Double B	and Outlook	
	14.11)	Minus with	Plus	revised	
		Stable outlook)	with Positive		
			Outlook)		
Proposed	35.37	IVR BBB-/	IVR BB+/	Rating	<u>Simple</u>
Non-	(Increased	Stable	Positive	Upgraded	
Convertible	from Rs.	(IVR Triple B	(IVR Double B	and Outlook	
Debentures	9.45)	Minus with	Plus	revised	
		Stable outlook)	with Positive		
			Outlook)		
Non-	0.00*	-	IVR BB+/	Rating	<u>Simple</u>
Convertible			Positive	Withdrawn	
Debentures			(IVR Double B		
			Plus		
			with Positive		
			Outlook)		
Total			Rs. 50.00		
		Rupe	ees Fifty crore o	nly	

<sup>\*</sup> NCD worth Rs 1.49 crore that were rated in last rating exercise has been redeemed upon maturity and No Dues Certificate has been provided by company. Withdrawal is at the request of the company and is in line with Infomerics policy of withdrawal.

Details of Facilities/Instruments are in Annexure 1. Facility wise lender details are at Annexure 2. Detailed explanation of covenants is at Annexure 3.

#### **Detailed Rationale**

Infomerics Ratings has upgraded its rating and revised the outlook for the Non-Convertible Debentures and the Proposed Non-Convertible Debentures of Achiievers Finance India Limited (AFIL). The ratings take into account the experienced and professional management, comfortable capitalization, and healthy asset quality. However, the rating is partially constrained by the moderate size of the AUM and geographical concentration risk.

NCD worth Rs 1.49 crore bearing ISIN no INE065507936, INE065507910, INE065507258, INE065507605, INE065507639, INE065507662, INE065507241, INE065507860 and



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INE065507217 is being withdrawn at the request of the company as the NCDs are fully redeemed. The withdrawal of the rating is in line with Infomerics rating withdrawal policy.

Infomerics Ratings expects outlook to remain stable with stable growth in AUM along with asset quality and comfortable capitalisation levels driven by internal accruals and periodic equity infusion by promoters.

#### **Key Rating Sensitivities:**

#### **Upward Factors**

 Substantial and sustained scaling up its operations and diversifying its loan portfolio geographically, while maintaining healthy asset quality indicators, comfortable capital position and liquidity

#### **Downward Factors**

- Substantial deterioration in operations impacting capital position, liquidity, and profitability.
- Adverse movements in collection efficiency impacting asset quality of the company.

#### List of Key Rating Drivers with Detailed Description

#### **Key Rating Strengths**

#### Experienced and professional management

The operations of the company are overseen by an experienced leadership team comprising Mr. Suman Chakrbarty, Ms. Pradiepta S Chakrvarty and Ms. Sumana Roy each bringing over a decade of expertise in the sector. Their in-depth industry knowledge and strategic vision have been instrumental in driving the company's growth and operational stability. The leadership is further supported by a competent and committed team of professionals, whose collective expertise contributes to the consistent execution of the company's strategic goals. This experienced management structure is a key strength for AFIL and supports its ability to navigate the competitive lending landscape while sustaining business growth. Infomerics Ratings expects that the strong leadership



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and active involvement of the promoter and management will contribute significantly to the company's long-term success and growth.

#### Healthy asset quality

AFIL's asset quality remains healthy, albeit with a marginal deterioration observed in FY25 and the first quarter of FY26. The company reported a GNPA ratio of 0.78% in FY25 and 1.01% in Q1FY26, while the NNPA stood at 0.70% and 0.91%, respectively. The moderation in asset quality metrics is primarily attributable to fresh slippages in personal loan collections during the period, compared to a nil GNPA and NNPA reported in FY24. Despite this uptick, AFIL has maintained both GNPA and NNPA below 1%, underscoring its prudent risk management practices and strategic focus on secured lending. AFIL offers both personal loans and gold loans, with personal loans comprising less than 12% of the portfolio and being unsecured, as they are not backed by any collateral. The remaining 88% of the loan portfolio consists of gold loans, which are fully secured by pledged gold ornaments. The LTV ratio is typically maintained in the range of 70-75%, thereby providing a significant buffer against adverse fluctuations in gold prices. Moreover, the company's strategy of offering short-tenure loans usually under 12 months further limits exposure to adverse price movements. This conservative approach to lending, combined with the inherent liquidity and value retention of gold as an asset, has enabled AFIL to maintain healthy asset quality and effectively mitigate credit risk. A key aspect to monitor will be AFIL's ability to manage slippage and maintain healthy asset quality in the near term.

#### Comfortable capitalization

AFIL's overall CRAR stood comfortably at 31.24 % in FY25 (compared to 26.22% in FY24), which is well above the regulatory requirement of 15%, providing the company with sufficient headroom to continue its growth and further expand its portfolio and branches. Further, the company reported a Total CRAR of 33.80% as of Q1FY26. AFIL's tangible net worth also improved to Rs. 23.79 crore in FY25, from Rs. 16.24 crore in FY24. This growth was primarily driven by internal accruals, reflecting the accretion of profits to reserves and short-term debt converted into equity. Infomerics Rating expects AFIL 's CRAR to remain comfortable, supported by current leverage and moderate growth in AUM.

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#### **Key Rating Weaknesses**

• Low scale of operations given the geographical concentration, albeit growth in income levels coupled with improved NII:

The scale of operations of the company remains low albeit improving AFIL has been operational for more than ten years, it is still in the early stages of its growth journey and continues to work on stabilizing its operations within the gold loan and personal loan sector. AFIL's operations are concentrated in the states Kolkata which exposes the company to significant geographical concentration risk. AFIL's total income improved by 72.31%, to Rs. 25.37 crore in FY25 (period refers to 01st April 2024 to 31st March 2025) compared to FY24. This growth was primarily driven by higher disbursements across both gold loans and personal loans. Correspondingly, the company's AUM increased from Rs. 59.34 crore in FY24 to Rs. 88.51 crore in FY25, reflecting health loan book expansion. AFIL's net interest income (NII) improved from Rs.7.75 crore in FY24 to Rs. 12.26 crore in FY25. PAT in absolute term has improved to Rs. 3.07 crore in FY25 compared to Rs.1.54 crore in FY24. The improvement in NII and PAT was supported by the expansion in AUM and improved realizations from the loan portfolio. The Net Interest Margin (NIM) moderated to 16.58% in FY25 from 16.73% in FY24, although it remained at a comfortable level, indicating healthy interest spreads. The marginal decline in NIM was primarily attributable to an increase in interest expenses during the year.

#### Competitive nature of industry

AFIL operates in a highly competitive lending environment and remains exposed to significant competition from a diverse set of players, including both banks and other non-banking financial companies (NBFCs). The gold loan segment, in particular, has seen intensifying competition, with increased participation from established banks and large NBFCs offering similar products. This competitive landscape may exert pressure on AFIL's pricing power and customer retention, especially as larger players benefit from broader reach and lower cost of funds. Nonetheless, AFIL's focused business model and established presence in its target markets continue to support its positioning in the segment.

Analytical Approach: Standalone

**Applicable Criteria:** 



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Rating Methodology for Financial Institutions/NBFCs

Criteria for assigning Rating outlook.

Complexity Level of Rated Instrument/Facilities

Policy on Default Recognition and Post-Default Curing Period

Financial Ratios & Interpretation (Financial Sector)

Policy on Withdrawal of Ratings

#### **Liquidity** - Adequate

Considering the scale of operations as on March 31,2025, AFIL is well capitalized with CRAR (%) of 31.24 %. Also, it has adequately matched asset liability profile as on 30.03.2025. AFIL cash and cash equivalents stood at Rs. 5.98 crore as on July 30, 2025. Additionally, AFIL's tangible net worth also improved to Rs. 23.79 crore in FY25, from Rs. 16.24 crore in FY24. This growth was primarily driven by internal accruals, reflecting the accretion of profits to reserves, as well as an equity infusion of Rs. 5.00 crore in FY25. The CRAR is expected to remain comfortable, supported by the company's current leverage position and a strategy of moderate growth in Assets Under Management (AUM).

#### **About the Company**

Achievers Finance India Limited (formerly known as Achievers Finance India Private Limited) is a "non-deposit taking NBFC" (NBFC-ND), focusing on Gold Loan Finance, headquartered in Kolkata. Achievers Finance started operations from July 2013 and recently has stated with personal loan. The company provides loans secured by gold jewellery.

#### Financials (Standalone):

(Rs. crore)

For the year ended* / As on	31-03-2024	31-03-2025
	Audited	Audited
Total Operating Income	14.73	25.37
PAT	1.54	3.07
Tangible Net worth	16.24**	23.79
Total loan Assets	59.34	88.51
<u>Ratios</u>		
NIM (%)	16.73	16.58
ROTA (%)	2.88	3.65
Interest Coverage (times)	1.39	1.41
Total CRAR (%)	26.22**	31.24
Gross NPA [Stage III] (%)	0.00	0.78
Net NPA [Stage III] (%)	0.00	0.70



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\* Classification as per Infomerics' standards

\*\*Restated as per FY25 audited

Status of non-cooperation with previous CRA: Not Applicable

Any other information: None

**Rating History for last three years:** 

Sr.	Name of		Current Rating	gs (Year 20)	25-26)	Rating Histo	ory for the pas	st 3 years
No	Security/Fa cilities	Type	Amount outstanding (Rs. Crore)	Rating	Rating	Date(s) & Rating(s) assigned in 2024-25	Date(s) & Rating(s) assigned in 2023-24	Date(s) & Rating(s) assigned in 2022-23
1.	Non- Convertible Debentures	Long Term	14.63	IVR BBB-/ Stable Outlook	(April 03,2025) IVR BB+/ Positive	(February 10, 2025) IVR BB+/ Positive  (November 29,2024) IVR BB+/ Positive  (November 26,2024) IVR BB/ Negative. ISSUER NOT COOPERATIN G*	(December 06,2023) IVR BB+/ Stable	(December 09,2022) IVR BB+/ Stable
2.	Non- Convertible Debentures	Long Term	-	Rating Withdra wn	(April 03,2025) IVR BB+/ Positive	(February 10, 2025) IVR BB+/ Positive  (November 29,2024) IVR BB+/ Positive  (November 26,2024) IVR BB/ Negative. ISSUER NOT COOPERATIN	(December 09,2022) IVR BB+/ Stable	(January 22,2022) IVR BB / Positive Outlook



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Sr.	Name of		Current Rating	gs (Year 20	25-26)	Rating Histo	ory for the pas	st 3 years
No	Security/Fa cilities	Type	Amount outstanding (Rs. Crore)	Rating	Rating	Date(s) & Rating(s) assigned in 2024-25	Date(s) & Rating(s) assigned in 2023-24	Date(s) & Rating(s) assigned in 2022-23
						G*		
3.	Proposed Non- Convertible Debentures	Long Term	35.37	IVR BBB-/ Stable Outlook	(April 03,2025) IVR BB+/ Positive	(February 10, 2025) IVR BB+/ Positive  (November 29,2024) IVR BB+/ Positive  (November 26,2024) IVR BB/ Negative. ISSUER NOT COOPERATIN G*	(December 09,2022) IVR BB+/ Stable	(January 22,2022) IVR BB / Positive Outlook

<sup>\*</sup>Issuer did not cooperate; based on best available information

#### **Analytical Contacts:**

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#### **About Infomerics:**

Infomerics Valuation and Rating Ltd (Infomerics) [Formerly Infomerics Valuation and Rating Pvt. Ltd ] was founded in the year 1986 by a team of highly experienced finance professionals for research and risk evaluation. Infomerics commenced its activities as External Credit Assessment Institution after obtaining registration from Securities Exchange Board of India (SEBI) and accreditation from Reserve Bank of India (RBI).

Adhering to best international practices and maintaining high degree of ethics, the team of analysts at Infomerics deliver quality credit ratings. Infomerics evaluates wide range of debt instruments which helps corporates access to financial markets and provides investors credit



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ratings backed by in-depth research. The transparent, robust, and credible ratings have gained the confidence of investors and the banks.

Infomerics has a pan India presence with Head Office in Delhi and Corporate Office at Mumbai, with branches in major cities and representatives in several locations.

Infomerics also has international presence with credit rating operations in Nepal through its JV subsidiary.

For more information and definition of ratings please visit <a href="http://www.infomerics.com/">http://www.infomerics.com/</a>.

**Disclaimer:** Infomerics ratings are based on information provided by the issuer on an 'as is where is' basis. Infomerics credit ratings are an opinion on the credit risk of the issue / issuer and not a recommendation to buy, hold or sell securities. Infomerics reserves the right to change or withdraw the credit ratings at any point in time. Infomerics ratings are opinions on financial statements based on information provided by the management and information obtained from sources believed by it to be accurate and reliable. The credit quality ratings are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. We, however, do not guarantee the accuracy, adequacy or completeness of any information, which we accepted and presumed to be free from misstatement, whether due to error or fraud. We are not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by us have paid a credit rating fee, based on the amount and type of bank facilities/instruments. In case of partnership/proprietary concerns/Association of Persons (AOPs), the rating assigned by Infomerics is based on the capital deployed by the partners/proprietor/ AOPs and the financial strength of the firm at present. The rating may undergo change in case of withdrawal of capital or the unsecured loans brought in by the partners/proprietor/ AOPs in addition to the financial performance and other relevant factors.

**Annexure 1: Instrument/Facility Details** 

Name of Facility/ /Security	ISIN	Date of Issuance	Coupon Rate/ IRR	Maturity Date	Listing Status	Size of Facility  (Rs. Crore)	Rating Assigned/ Outlook
Nonconvertible Debentures Tranche 3	INE065507217	Jan-24- 2020	13.25 %	Aug13- 2025	Listed	-	Rating Withdrawn
Nonconvertible Debentures Tranche 4	INE065507282	Jul-24- 2020	12.25%	Apr-14- 2026	Listed	0.18	IVR BBB-/ Stable Outlook
	INE065507258	Jul-24- 2020	12.25 %	Jul-24- 2025	Listed	-	Rating Withdrawn
	INE065507241	Jul-24- 2020	11.75 %	Jul-01- 2025	Listed	-	Rating Withdrawn
Nonconvertible Debentures Tranche 5	INE065507316	Jan-08- 2021	11.75%	Dec-01- 2025	Listed	0.57	IVR BBB-/ Stable Outlook



Name of Facility/ /Security	ISIN	Date of Issuance	Coupon Rate/ IRR	Maturity Date	Listing Status	Size of Facility	Rating Assigned/ Outlook
						(Rs. Crore)	
	INE065507340	Jan-08- 2021	12.25%	Jan-07- 2027	Listed	0.35	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 6	INE065507373	May-07- 2021	11.75%	May-07- 2026	Listed	0.48	IVR BBB-/ Stable Outlook
	INE065507407	May-07- 2021	12.25%	May-07- 2026	Listed	0.02	IVR BBB-/ Stable Outlook
	INE065507423	May-07- 2021	12.25%	May-07- 2027	Listed	0.03	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 7	INE065507456	Sep-21- 2021	11.75%	Sep-01- 2026	Unlisted	0.52	IVR BBB-/ Stable Outlook
	INE065507480	Sep-21- 2021	12.25%	Sep-21- 2026	Unlisted	0.03	IVR BBB-/ Stable Outlook
	INE065507514	Sep-21- 2021	12.25%	Sep-09- 2027	Unlisted	0.01	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 8	INE065507548	Jan-15- 2022	11.75%	Jan-14- 2027	Unlisted	0.47	IVR BBB-/ Stable Outlook
	INE065507555	Jan-15- 2022	12.25%	Jan-14- 2027	Unlisted	0.01	IVR BBB-/ Stable Outlook
	INE065507589	Jan-15- 2022	12.25%	Jan-14- 2028	Unlisted	0.04	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 9	INE065507613	May-21- 2022	11.50%	May-01- 2027	Unlisted	0.38	IVR BBB-/ Stable Outlook
	INE065507647	May-21- 2022	12%	May-21- 2027	Unlisted	0.06	IVR BBB-/ Stable Outlook
	INE065507670	May-21- 2022	12%	Jun-29- 2028	Unlisted	0.03	IVR BBB-/ Stable Outlook
	INE065507605	May-21- 2022	11.25 %	May01- 2025	Unlisted	-	Rating Withdrawn
	INE065507639	May-21- 2022	11.75 %	May21- 2025	Unlisted	-	Rating Withdrawn



Name of Facility/ /Security	ISIN	Date of Issuance	Coupon Rate/ IRR	Maturity Date	Listing Status	Size of Facility	Rating Assigned/ Outlook
						(Rs. Crore)	
	INE065507662	May-21- 2022	11.75 %	May21- 2025	Unlisted	-	Rating Withdrawn
Nonconvertible Debentures Tranche 10	INE065507696	Sep-20- 2022	11.25%	Sep-20- 2025	Unlisted	0.29	IVR BBB-/ Stable Outlook
	INE065507704	Sep-20- 2022	11.50%	Sep-20- 2027	Unlisted	0.24	IVR BBB-/ Stable Outlook
	INE065507720	Sep-20- 2022	11.75%	Sep-20- 2025	Unlisted	0.01	IVR BBB-/ Stable Outlook
	INE065507746	Sep-20- 2022	11.75%	Sep-20- 2025	Unlisted	0.03	IVR BBB-/ Stable Outlook
	INE065507753	Sep-20- 2022	12%	Oct-21- 2028	Unlisted	0.05	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 11	INE065507779	Jan-20- 2023	11.25%	Jan-20- 2026	Unlisted	0.29	IVR BBB-/ Stable Outlook
	INE065507787	Jan-20- 2023	11.50%	Jan-20- 2028	Unlisted	0.24	IVR BBB-/ Stable Outlook
	INE065507795	Jan-20- 2023	12.00%	Jan-20- 2028	Unlisted	0.04	IVR BBB-/ Stable Outlook
	INE065507803	Jan-20- 2023	11.75%	Jan-20- 2026	Unlisted	0.04	IVR BBB-/ Stable Outlook
	INE065507811	Jan-20- 2023	12.00%	Feb-26- 2029	Unlisted	0.16	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 12	INE065507837	May-16- 2023	11.75%	May-16- 2026	Unlisted	0.35	IVR BBB-/ Stable Outlook
	INE065507845	May-16- 2023	12.00%	May-16- 2028	Unlisted	0.15	IVR BBB-/ Stable Outlook
	INE065507852	May-16- 2023	12.50%	May-16- 2028	Unlisted	0.03	IVR BBB-/ Stable Outlook



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Name of Facility/ /Security	ISIN	Date of Issuance	Coupon Rate/ IRR	Maturity Date	Listing Status	Size of Facility	Rating Assigned/ Outlook
						(Rs. Crore)	
	INE065507878	May-16- 2023	12.25%	May-16- 2026	Unlisted	0.11	IVR BBB-/ Stable Outlook
	INE065507886	May-16- 2023	12.50%	Mar-31- 2029	Unlisted	0.04	IVR BBB-/ Stable Outlook
	INE065507860	May-16- 2023	12.00 %	May-16- 2025	Unlisted	-	Rating Withdrawn
Nonconvertible Debentures Tranche 13	INE065507894	Sep-01- 2023	11.75%	Sep-01- 2026	Unlisted	0.15	IVR BBB-/ Stable Outlook
	INE065507902	Sep-01- 2023	12.00%	Sep-01- 2028	Unlisted	0.23	IVR BBB-/ Stable Outlook
	INE065507928	Sep-01- 2023	12.50%	Sep-01- 2028	Unlisted	0.04	IVR BBB-/ Stable Outlook
	INE065507944	Sep-01- 2023	12.25%	Sep-01- 2026	Unlisted	0.11	IVR BBB-/ Stable Outlook
	INE065507951	Sep-01- 2023	12.50%	Jul-11- 2029	Unlisted	0.06	IVR BBB-/ Stable Outlook
	INE065507910	Sep-01- 2023	12.00 %	Sep-01- 2025	Unlisted	-	Rating Withdrawn
Nonconvertible Debentures Tranche 14	INE065507969	Dec-16- 2023	11.75%	Dec-15- 2026	Unlisted	0.2	IVR BBB-/ Stable Outlook
	INE065507977	Dec-16- 2023	12.00%	Dec-15- 2028	Unlisted	0.43	IVR BBB-/ Stable Outlook
	INE065507985	Dec-16- 2023	12.00%	Dec-16- 2025	Unlisted	0.03	IVR BBB-/ Stable Outlook
	INE065507993	Dec-16- 2023	12.25%	Dec-16- 2026	Unlisted	0.02	IVR BBB-/ Stable Outlook
	INE065507AA9	Dec-16- 2023	12.50%	Dec-16- 2028	Unlisted	0.01	IVR BBB-/ Stable Outlook
	INE065507AB7	Dec-16- 2023	12.00%	Dec-16- 2025	Unlisted	0.44	IVR BBB-/ Stable Outlook



Name of Facility/ /Security	ISIN	Date of Issuance	Coupon Rate/ IRR	Maturity Date	Listing Status	Size of Facility	Rating Assigned/ Outlook
						(Rs. Crore)	
	INE065507AC5	Dec-16- 2023	12.25%	Dec-16- 2026	Unlisted	0.09	IVR BBB-/ Stable Outlook
	INE065507AD3	Dec-16- 2023	12.50%	Oct-24- 2029	Unlisted	0.15	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 15	INE065507AE1	Mar-26- 2024	11.75%	Mar-25- 2027	Listed	0.13	IVR BBB-/ Stable Outlook
	INE065507AF8	Mar-26- 2024	12.00%	Mar-24- 2029	Listed	0.32	IVR BBB-/ Stable Outlook
	INE065507AG6	Mar-26- 2024	12.00%	Mar-25- 2026	Listed	0.06	IVR BBB-/ Stable Outlook
	INE065507AH4	Mar-26- 2024	12.25%	Mar-25- 2027	Listed	0.01	IVR BBB-/ Stable Outlook
	INE065507AI2	Mar-26- 2024	12.50%	Mar-24- 2029	Listed	0.04	IVR BBB-/ Stable Outlook
	INE065507AJ0	Mar-26- 2024	12.00%	Mar-25- 2026	Listed	0.3	IVR BBB-/ Stable Outlook
	INE065507AK8	Mar-26- 2024	12.25%	Mar-25- 2027	Listed	0.09	IVR BBB-/ Stable Outlook
	INE065507AL6	Mar-26- 2024	12.50%	Feb-09- 2030	Listed	0.33	IVR BBB-/ Stable Outlook
	INE065507936	Sep-01- 2023	12.00 %	Sep01- 2025	Unlisted	0.00	Rating Withdrawn
Nonconvertible Debentures Tranche 16	INE065507AM4	Aug-17- 2024	11.75%	Aug-16- 2027	Listed	0.12	IVR BBB-/ Stable Outlook
	INE065507AN2	Aug-17- 2024	12.00%	Aug-16- 2029	Listed	0.55	IVR BBB-/ Stable Outlook
	INE065507AO0	Aug-17- 2024	12.00%	Aug-14- 2026	Listed	0.1	IVR BBB-/ Stable Outlook



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Name of Facility/ /Security	ISIN	Date of Issuance	Coupon Rate/ IRR	Maturity Date	Listing Status	Size of Facility	Rating Assigned/ Outlook
						(Rs. Crore)	
	INE065507AP7	Aug-17- 2024	12.00%	Aug-14- 2026	Listed	0.4	IVR BBB-/ Stable Outlook
	INE065507AQ5	Aug-17- 2024	12.25%	Aug-16- 2027	Listed	0.1	IVR BBB-/ Stable Outlook
	INE065507AR3	Aug-17- 2024	12.50%	Jun-27- 2030	Listed	0.05	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 17	INE065507AT9	January 25,2025	11.75%	January- 24 2028	Listed	0.33	IVR BBB-/ Stable Outlook
	INE065507AS1	January 25,2025	12.00%	January- 24 2030	Listed	0.44	IVR BBB-/ Stable Outlook
	INE065507AU7	January 25,2025	12.00%	January- 23,2027	Listed	0.05	IVR BBB-/ Stable Outlook
	INE065507AV5	January 25,2025	12.00%	January 23 2027	Listed	0.14	IVR BBB-/ Stable Outlook
	INE065507AX1	January 25,2025	12.25%	January- 24 2028	Listed	0.11	IVR BBB-/ Stable Outlook
	INE065507AW3	January 25,2025	12.50%	December- 06 2030	Listed	0.41	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 18	INE065507BD1	March- 22-2025	11.75%	April-01- 2028	Listed	0.21	IVR BBB-/ Stable Outlook
	INE065507AZ6	March- 22-2025	12.00%	April-01- 2030	Listed	0.72	IVR BBB-/ Stable Outlook
	INE065507AY9	March- 22-2025	12.00%	March 20,2027	Listed	0.12	IVR BBB-/ Stable Outlook
	INE065507BB5	March- 22-2025	12.00%	March 20,2027	Listed	0.07	IVR BBB-/ Stable Outlook
	INE065507BC3	March- 22-2025	12.25%	March 20,2028	Listed	0.18	IVR BBB-/ Stable Outlook



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Name of Facility/	ISIN	Date of Issuance	Coupon Rate/	Maturity Date	Listing Status	Size of Facility	Rating Assigned/
/Security			IRR				Outlook
						(Rs. Crore)	
	INE065507BA7	March- 22-2025	12.50%	February 04,2031	Listed	0.03	IVR BBB-/ Stable Outlook
Nonconvertible Debentures Tranche 19	INE065507BE9	August 02,2025	11.75%	August 01,2028	Listed	0.28	IVR BBB-/ Stable Outlook
	INE065507BG4	August 02,2025	12.00%	August 01,2030	Listed	0.98	IVR BBB-/ Stable Outlook
	INE065507BH2	August 02,2025	12.00%	July 31,2027	Listed	0.05	IVR BBB-/ Stable Outlook
	INE065507BI0	August 02,2025	12.00%	July 31,2027	Listed	0.4	IVR BBB-/ Stable Outlook
	INE065507BJ8	August 02,2025	12.25%	August 01,2028	Listed	0.14	IVR BBB-/ Stable Outlook
	INE065507BF6	August 02,2025	12.50%	June 12,2031	Listed	0.16	IVR BBB-/ Stable Outlook
Proposed Non- Convertible Debentures	-	-	-	-	Proposed to be Listed	35.37	IVR BBB-/ Stable Outlook

#### Annexure 2: Facility wise lender details:

https://www.infomerics.com/admin/prfiles/len-achiievers-finance-oct25.pdf

Annexure 3: Detailed explanation of covenants of the rated Security/facilities: These covenants are uniform across all the NCDs mentioned above.

Nar	ne of the Instrument	Detailed Explanation
i.	Reporting Covenants	The Company shall provide or cause to be provided to
		the Debenture Trustee (and to the Debenture Holders if
		so requested), in form and substance reasonably
		satisfactory to the Debenture Trustee, each of the
		following items:
		(a) Quarterly Reports



Name of the Instrument	Detailed Explanation		
italie of the instrument	As soon as available and in any event within 45		
	(forty-five) calendar days after the end of each		
	quarterly reporting period of the Company:		
	(i) certified copies of its un-audited quarterly		
	financial statements for the preceding fiscal		
	quarter, prepared in accordance with Indian		
	GAAP or any other accounting standard		
	applicable at that time.		
	(ii) latest asset-liability management (ALM)		
	details.		
	(iii) any change in the shareholding structure		
	of the Company or any change in the board		
	of directors of the Company.		
	(iv) any change in the senior management		
	officials being (any C-suite executive or		
	equivalent).		
	(v) any change in the accounting policy of the		
	Company.		
	(vi) certificate from the Director / Managing		
	Director /Authorized Signatory of the		
	Company certifying the value of the		
	Hypothecated Assets.		
	(vii) certificate from an independent chartered		
	accountant giving the value of Hypothecated		
	Assets.		
	(viii) Such other information / details / reports as may be requested by the debenture trustee.		
	(ix) updated list of the names and addresses of		
	the debenture holders.		
	(x) details of interest due but unpaid and		
	reasons thereof.		
	(xi) the number and nature of grievances		
	received from Debenture Holders and (a)		
	resolved by the Company (b) unresolved by		
	the Company and the reasons for the same;		
	and a statement that the assets of the		
	Company which are available by way of		
	security are sufficient to discharge the		
	claims of the Debenture Holders as and		
	when they become due		
	(b) Half Yearly Reports		



Name of the Instrument	Detailed Explanation		
	As soon as available, and in any event within 30		
	(Thirty) calendar days after the end of each Half		
	Year:		
	(i) certificate from the statutory auditor of the		
	Issuer giving the value of receivables/book		
	debts including compliance with the		
	covenants of the Disclosure Document		
	(c) Annual Reports		
	As soon as available, and in any event within 180		
	(One Hundred Eighty) calendar days after the end of		
	each Financial Year of the Company: (i) certified		
	copies of its audited financial statements for its most		
	recently completed fiscal year.		
	(ii) certificate from the statutory auditor giving		
	the value of Hypothecated Assets.		
	(d) Event Based Reports		
	(i) The Company shall provide/cause to be provided		
	information to the Debenture Trustee (and to the Debenture Holders, if so requested) as soon as practicable, and in any event within 10 (Ten)		
	Business Days from the occurrence of such event:		
	(a) the Company obtains notice of the occurrence of		
	any event or circumstance that could reasonably be		
	expected to result in a Material Adverse Effect;		
	(b) the Company obtains notice of any dispute, litigation, investigation or other proceeding affecting the		
	Company or its property or operations, which, if		
	adversely determined, could result in a Material Adverse Effect.		
	(c) the Company obtains actual knowledge thereof,		
	notice of the occurrence of any Event of Default or		
	potential Event of Default, specifying the nature of		
	such event and any steps the Company is taking		
	and proposes to take to remedy the same.		
	(d) the Company alters its Constitutional		
	Documents.		
	(e) any notice of any application for winding up		
	having been made or receipt of any statutory notice		
	of winding up under the provisions of the Act or any		
	other notice under any other applicable Laws; and		



Nan	ne of the Instrument	Dotailed Explanation		
ivan	The of the instrument	Detailed Explanation		
		(f) if there is any fraud, amounting to more than 2% of Gross Loan Portfolio.		
		(ii) The Company shall provide/cause to be provided		
		for periodical status/ performance reports within 7		
		(seven) days of the relevant board meeting or within		
		45 (forty-five) days of the respective quarter		
		whichever is earlier.		
		(iii) The company shall on monthly basis: - An updated list of the loans comprising the		
		identified assets / portfolio of receivables on		
		a monthly basis on or prior to the 5th (Fifth)		
		day of each calendar month along with such		
		other certifications in respect of the		
		identified assets / portfolio of receivables as		
		may be required by debenture trustee.		
ii.	Affirmative Covenants	a) Costs and expenses		
"'.	Ammative Governants	The Company shall pay all costs, charges and expenses in		
		any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including		
		traveling and other allowances, taxes, duties, costs,		
		charges and expenses in connection with or relating to the		
		Debentures subject to such expenses, costs or charges		
		being approved in writing by the Company before they are		
		incurred and shall not include any foreign travel costs;		
		(b) Pay stamp duty  The Company shall now all such stamp duty (including any		
		The Company shall pay all such stamp duty (including any additional stamp duty), other duties, Taxes, charges and penalties, on the Transaction Documents if and when the		
		Company may be required to pay according to the		
		applicable state laws and in the event of the Company		
		failing to pay such stamp duty, other duties, Taxes and		
		penalties as aforesaid, the Debenture Trustee will be at		
		liberty (but shall not be bound) to pay the same and the		
		Company shall reimburse the same to the Debenture		
		Trustee on demand;		
		(c) Grievance		
		Promptly and expeditiously attend to and redress the		
		grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the		
		suggestions and directions that may be given in this regard,		
		from time to time, by the Debenture Trustee and shall		
		monitume to time, by the Depenture Trustee and Shall		



Name of the Instrument	Detailed Explanation		
	advise the Debenture Trustee periodically of the		
	compliance.		
	(d)Specific Information to be provided to the Debenture		
	Trustee		
	The Company shall inform and provide the Debenture		
	Trustee with applicable documents in respect of the		
	following:		
	(i) Without prejudice to the foregoing, the Company undertakes that it will permit the Debenture		
	Trustee to examine the books and records of the		
	Company and to discuss the affairs, finances		
	and accounts of the Company with, and be		
	advised as to the same by, officers and		
	independent accountants of the Company, all		
	upon reasonable prior notice and at such		
	reasonable times and intervals as the Debenture		
	Trustee may reasonably request;		
	(ii) inform and provide the Debenture Trustee with		
	applicable documents, as and when required.		
	(iii) notice of any Event of Default or potential Event of Default; and		
	(iv) Any dispute, litigation, investigation or other		
	proceeding which could result in a Material		
	Adverse Effect.		
	(v) Any information required to be provided to the		
	Debenture Holders under the listing agreement		
	to be entered into between the Company and		
	the BSE.		
	(e) Comply with Investor Education and Protection		
	Fund requirements		
	Company shall comply with the provisions of the Act		
	relating to transfer of unclaimed/ unpaid amounts of		
	interest on Debentures and redemption of		
	Debentures to Investor Education and Protection		
	Fund (IEPF), as and when applicable.		
	(f) Further assurances		
	The Company shall		
	(i) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts,		
	matters and things, in such form and otherwise as		
	the Debenture Trustee may reasonably or by Law		
	Life Depontare Tracted may readenably or by Law		



Name of the Instrument	Detailed Explanation		
Name of the motrument	require or consider necessary in relation to		
	enforcing or exercising any of the rights and		
	authorities of the Debenture Trustee.		
	(ii) furnish to the Debenture Trustee details of all		
	grievances received from the Debenture Holders		
	and the steps taken by the Company to redress the		
	same along with unresolved grievances and the		
	reasons for the same. At the request of any		
	Debenture Holder, the Debenture Trustee shall, by		
	notice to the Company call upon the Company to		
	take appropriate steps to redress such grievance		
	and the Company shall comply with the instructions		
	of the Debenture Trustee issued in this regard.		
	(iii) obtain, comply with the terms of and to do all that		
	is necessary to maintain in full force and effect all		
	authorisations necessary to enable it to lawfully		
	enter into and perform its obligations under this		
	Deed or to ensure the legality, validity,		
	enforceability or admissibility in evidence in India of this Deed.		
	(iv) keep the Debenture Trustee informed of all orders,		
	directions, notices of court/ tribunal affecting or		
	likely to affect the Hypothecated Assets.		
	(g) Security		
	The Company hereby further agrees, declares and		
	covenants with the Debenture Trustee as follows:		
	(i)the Debentures shall be secured by way of first		
	ranking and exclusive charges on the Hypothecated		
	Assets in favour of the Debenture Trustee for the		
	benefit of the Debenture		
	Holders with minimum asset coverage of 1 time shall		
	be created prior to the listing of debentures.		
	(ii) that all the Hypothecated Assets that shall be charged to		
	the Debenture Trustee under the Hypothecation Deed shall		
	always be kept distinguishable and held as the exclusive		
	property of the Company specifically appropriated to this		
	security and be dealt with only under the directions of the		
	Debenture Trustee. The Company shall not create any		
	charge, lien or other encumbrance upon or over the same		
	or any part thereof except in favour of the Debenture		
	or any part increas except in lavour of the Depontate		



Name of the Instrument	Detailed Explanation		
Hame of the modulient	Trustee nor suffer any such charge, lien or other		
	encumbrance or any part thereof nor do or allow anything		
	that may prejudice this security and the Debenture Trustee		
	shall be at liberty to incur all costs and expenses as may be		
	necessary to preserve this security and to maintain the		
	same undiminished and claim reimbursement thereof;		
	(iii)shall ensure that the Security Cover is maintained and		
	top up the Hypothecated Assets with additional Receivables		
	and/or replace any Receivables constituting the		
	Hypothecated Assets in accordance with the Hypothecation		
	Deed so as to ensure that Security Cover is maintained at		
	all times until the redemption of the Debentures in full and		
	perfect the first ranking and exclusive charge of the		
	Debenture Trustee over such modified Hypothecated		
	Assets by filing Form CHG-9 with the concerned ROC and		
	the required filing with the Central Registry in relation		
	thereto as soon as practicable and no later than 30 (thirty)		
	days therefrom;		
	(iv) the security interest created on the		
	Hypothecated Assets shall be a continuing		
	security as described in the Hypothecation		
	Deed;		
	(v) nothing contained herein shall prejudice the		
	rights or remedies of the Debenture Trustee		
	and/ or the Debenture Holders in respect of		
	any present or future security, guarantee		
	obligation or decree for any Financial		
	Indebtedness or liability of the Company to		
	the Debenture Trustee and/ or the		
	Debenture Holders; and		
	(vi) the Debenture Holders shall have a		
	beneficial interest in the moveable Assets of		
	the Company which have been charged to		
	the Debenture Trustee to the extent of the		
	Outstanding Principal Amounts of the		
	Debentures under this Deed;		
	(vii) The Company shall ensure that the assets		
	of the Company are sufficient to discharge		
	the interest and principal amount at all times		
	and that such assets are free from any other		
	encumbrances except those which are		



Name of the Instrument	Detailed Explanation		
ivanie or the motiument	specifically agreed to by the Debenture		
	Holders		
	(i)Filings		
	The Company hereby further agrees, declares and		
	covenants with the Debenture Trustee as follows:		
	(i)The Company shall file the GID/ KID, this Deed and		
	the Hypothecation Deed with BSE in connection with the		
	listing of the Debentures on the WDM segment of the BSE;		
	(ii) while submitting half yearly / annual financial results in		
	accordance with Regulation 52 of the LODR Regulations,		
	the Company shall file with the BSE for dissemination,		
	containing inter alia the following information: A. credit		
	rating (and any change thereto); B. debt to equity ratio and		
	other ratios; C. debenture redemption reserve; D. net worth;		
	and E. net after tax; (iii) in accordance with Regulation 52 of the LODR		
	Regulations, the Company shall file with the BSE the		
	prescribed statements and financial statements within the		
	timelines prescribed therein; (iv) in accordance with Regulation 56 of the LODR Regulations, the Company shall		
	submit the following to the Debenture Trustee:		
	A. a copy of the annual report at the same time as it is		
	issued and a copy of the certificate from the statutory		
	auditors in respect of utilisation of funds raised by the issue		
	of the Debentures, at the same time or at the end of each		
	Financial Year until such funds have been fully utilized or		
	the purpose for which such funds were intended has been achieved;		
	,		
	B. a copy of all notices, resolutions and circulars relating to		
	any new issue of non-convertible debt securities (at the same time as they are sent to shareholders/holders of non-		
	convertible debt securities), the meetings of holders of non-		
	, ,		
	convertible debt securities (at the same time as they are sent to the holders of non-convertible debt securities or		
	advertised in the media including those relating to		
	proceedings of the meetings); C. intimations regarding any revision in the rating or any		
	default in timely payment of interest or redemption or both		
	in respect of the non-convertible debt securities issued by		
	· · · · · · · · · · · · · · · · · · ·		
	the Company or any failure to create charge on the assets;		
	and D. a copy of the statement, if any filed with the BSE in		



Name of the Instrument	Detailed Explanation	
	compliance of Regulation 52(7) of the LODR Regulations	
	indicating material deviations, if any, in the use of funds	
	raised by the issue of the Debentures from the object stated	
	in the GID/ KID	
	(v) in accordance with Regulation 58 of the LODR	
	Regulations, the Company shall furnish the following to the	
	Debenture Holders in the manner prescribed therein:	
	A. Soft copies of the full annual reports to all the holders of	
	non-convertible securities who have registered their email	
	address(es) either with the Company or with any	
	depository;	
	B. physical copies of full annual reports to those Debenture	
	Holders who request the same;	
	C. hard copy of statement containing the salient features of	
	all the documents, as specified in Section 136 of the	
	Companies Act, 2013 and rules made thereunder to those	
	holders of non-convertible securities who have not so	
	registered.	
	(j) Amounts to be reimbursed to the Debenture Trustee	
	The Company shall, forthwith upon demand by the	
	Debenture Trustee, reimburse to the Debenture Trustee all	
	amounts paid by the Debenture Trustee to reasonably	
	protect the Hypothecated Assets and such amounts shall	
	be deemed to be secured by the Hypothecated Assets;	
	(k) Delay in execution of Debenture Trust Deed	
	In case the issuer fails to execute the debenture trust deed	
	for securing the issue of Debentures in favour of the	
	Debenture Trustee prior to application for listing of the	
	issue, without prejudice to any liability arising on account of	
	violation of the provisions of the Act and the SEBI (Issue	
	and Listing of Non-Convertible Securities) Regulations,	
	2021 as amended from time to time ("Debt Listing	
	Regulations"), the Issuer shall also pay interest of at least	
	2% (two percent) per annum to the Debenture Holder, over	
	and above the agreed Interest Rate, till the execution of the trust deed.	
	(I) Delay in Security Creation	
	In the event of any delay in the execution of the	
	documentation in respect of the Hypothecated Assets, the	
	Company will, at the option of the Debenture Holders, pay	
	to the Debenture Holders penal interest at the rate of 2%	



Name of the Instrument	Detailed Explanation	
	p.a. (two percent) charged on the Outstanding Principal	
	Amount in addition to the Interest Rate till the	
	aforementioned documentation is duly executed.	
	(m) Default in Payment and Other Defaults	
	In case of default in payment of interest and/or principal	
	redemption on the due dates or observance of any other	
	terms, conditions or covenants as per this Deed, Disclosure	
	Document(s) in respect of a relevant tranche / series of the	
	Debentures, additional interest/ default interest of at least	
	@ 2% p.a. or such other rate as may be prescribed under	
	the Applicable Law over and above the applicable implicit	
	yield / coupon rate/ Interest Rate will be payable by the	
	Company for the defaulting period in respect of such	
	tranche /series of the Debentures.	
	(n) Books of Account	
	The Company shall maintain its accounts and records in	
	accordance with applicable Laws.	
	(o) Corporate Governance	
	(i) the Company shall maintain the highest standards of	
	corporate governance in accordance with the NBFC Master	
	Directions; (ii) the Company shall at all times comply with	
	the NBFC Master Directions or any other guidelines and	
	directions issued by RBI.	
	(p) Internal Control	
	The operations of the Company are and have been	
	conducted at all times in compliance with applicable anti-	
	money laundering statutes and financial record- keeping	
	and reporting requirements, including without limitation:	
	i. the US Currency and Foreign Transactions Reporting Act	
	of 1970, as amended.	
	ii. the US Bank Secrecy Act of 1970, as amended.	
	iii. the UK Proceeds of Crime Act 2002.	
	iv. the Prevention of Money Laundering Act 2002; and v.	
	any other applicable anti-money laundering laws of each	
	Relevant Jurisdiction, vi. (collectively, the 'Money Laundering Laws').	
	No action, suit or proceeding by or before any court or	
	Governmental Authority, authority or body involving the	
	Company with respect to the Money Laundering Laws is	
	pending or, threatened. The Company has instituted, and	
	pending or, unreatened. The company has instituted, and	



Name of the Instrument	Detailed Explanation		
Name of the Instrument	Detailed Explanation		
	maintains, policies and procedures designed to ensure		
	compliance with Money Laundering Laws The Company shall maintain internal control for the		
	purposes of:		
	1 ' '		
	(i)preventing fraud on monies lent by the Company;		
	and  (ii) proventing manay being used for manay		
	(ii) preventing money being used for money		
	laundering or illegal purposes.		
	(q) Credit Rating The Company shall maintain the Credit Rating of the		
	The Company shall maintain the Credit Rating of the Debentures.		
	(r) General		
	(i) The Company shall utilize the proceeds of the		
	Issue in accordance with applicable Laws.		
	(ii) The Company shall comply with any reasonably		
	monitoring and/or servicing requests from		
	Debenture Holders, including its monthly, quarterly,		
	annual and event-based reporting requirements as required under the reporting covenants prescribed in		
	Clause 3.3		
	(s) Recovery Expense Fund ("REF")  REF shall mean fund contributed by the Company		
	as required under the provisions of the SEBI Debt		
	Listing Regulations and the Securities and		
	Exchange Board of India (Debenture Trustees)		
	Regulations, 1993, as amended from time to time		
	and if during the tenor of these presents, any		
	guidelines are modified/ amended by SEBI or any		
	regulatory authority under the applicable law in		
	respect of the creation and maintenance of REF		
	•		
	with the stock exchange, the Company shall abide by such regulations and execute all such letters,		
	documents, agreements, deeds etc. to implement		
	the effect, as may be required by the Trustee		
	(t) Reporting of Event of Default		
	The Company shall notify the Debenture Trustee of any Event of Default or potential Event of Default, as		
	and when the same arises		
	(u) Promptly inform the Trustee of any		
	significant changes in the composition of its board of directors		
	DOURTH OF HIPECTORS		



Name of the Instrument	Detailed Explanation	
	(v) Promptly inform the Trustee of any change in	
	the nature and conduct of business by the	
	Company. (w) Subsequent Valuation Carry out subsequent valuation of the Hypothecated Assets, at the request of the Debenture Trustee, at	
	the Company's cost.	
	(x) The Company is aware that in terms of	
	Regulation 14 of the SEBI (Debenture Trustees)	
	Regulations, 1993 as amended from time to time,	
	the Trust Deed has to contain the matters specified	
	in Section 71 of the Companies Act, 2013 and Form	
	No. SH.12 specified under the Companies (Share	
	Capital and Debentures) Rules, 2014. The	
	Company hereby agrees to comply with all the	
	clauses of Form No. SH.12 as specified under the	
	Companies (Share Capital and Debentures) Rules,	
	incorporated herein in this deed.  (y) The Company hereby submits the following Bank Account details from which it proposes to pay the redemption amount and hereby pre-authorize Debenture Trustee to seek debt redemption payment related information from the said bank. The Company shall submit a letter duly acknowledged by the said bank agreeing to provide debt	
	redemption payment related information to the Debenture Trustee.	
	Dependic Husice.	
	(z) To provide relevant documents/ information, as	
	applicable, to enable the Debenture Trustee(s) to	
	conduct continuous and periodic due diligence and	
	monitoring of Security created, the Company shall submit the following reports/ certification within the timelines mentioned below:	
	Reports/Certificates Timelines for submission	
	requirements by	
	Company to Debenture	
	Trustee	
	Security Cover certificate Quarterly basis within 45	
	days from end of each quarter or within such 53	
	quarter or within such 33	



Name	e of the Instrument	Detailed Explanation	
			timelines as prescribed under Applicable Law
		Financials	Within 45 days from end of each quarter/ within 60 days from the end of each financial year or within such timelines as prescribed under Applicable Law
	Negative Covenants	the Company shall not t	consent of the Debenture Trustee, take any actions in relation to the
		following items:  (a) Dividend Declare or pay any dividend or make any distributions on its share capital or buy-back equity shares in any year until the Company has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the debentures.	
	Conditions Precedent to Disbursement	The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:  1. Rating letter from Infomerics Valuation and Rating Private Limited.  2. Written consent letter from the Trustee conveying their consent to act as Trustee for the Debenture Holders.  3. Making an application to BSE for seeking its in-principal approval	
	Condition Subsequent to Disbursement	approval.  1. Execution of the Deed of Hypothecation before listing of NCDs.  2. Filing of the relevant documents inter alia, return of allotment etc. with the Registrar of Companies within the timelines specified under the rules under the Companies Act, 2013.  3. Completion of the listing of Debentures on BSE within 3 (three) working Days from the closure of the issue.  4. Filing of the relevant form with the Registrar of Companies for the registration of charge over the Hypothecated Property within 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation.  5. Execution of any other documents as customary for transaction of a similar nature and size.  6. Duly executed Debenture Trust Deed to be uploaded on the stock exchange on execution	



Name of the Instrument	Detailed Explanation
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Defailed Explanation  Default in payment of interest and principal amount; ● Default in performance of covenant and conditions.  ● Failure to maintain security cover.  ● In addition to the above points, the events of defaults shall be as follows:  (a) Payment Defaults Payment Defaults the Company does not pay on the due date the amount payable pursuant to this Deed in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 3 (Three) Business Days of its Due Date.  (b) Business The Company without obtaining the prior consent of the Special Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.  (c) Winding Up An order has been passed by a tribunal/court or a special resolution has been passed by the members of the Company for winding up the Company  (d) Breach Any breach in the terms of the GID or KID or of the covenants of the Debenture Trust Deed is committed.  (e) Security in Jeopardy  (i) In the opinion of the Debenture Trustee the Hypothecated Assets is in jeopardy.  (ii) If, the security provided pursuant to the Hypothecation Deed depreciates in value to such an extent that in the reasonable opinion of the Trustee further security should be given and on advising the Company to that effect such security has not been given to the Debenture Trustee to their satisfaction.  (iii) If, without the prior written approval of the Debenture Trustee, the Hypothecated Assets or any part thereof is transferred, assigned, charged, encumbered or alienated but no prior approval shall require for the replacement of assets comprising the Hypothecated Assets with other similar assets; or  (iv)the value of the Hypothecated Assets is insufficient to maintain the minimum-Security Cover specified in the Hypothecation Deed within the stipulated timelines in the Hypothecation Deed.  (v) If one or more of the events specified above occur(s), the Debenture Trustee may, in its discretion, tha



Name of the Instrument	Detailed Explanation
	writing of Special Majority Debenture Holders or by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions (Provisions for the meetings of the Debenture Holders) hereto by a notice in writing to the Company initiate the following course of action:  If one or more of the events specified above occur(s), the Debenture Trustee may, in its discretion, that is, without requiring any consent or confirmation of the Company, and upon request in writing of Special Majority Debenture Holders or by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions (Provisions for the meetings of the Debenture Holders) hereto by a notice in writing to the Company initiates the following course of action:  (a) Appoint a Nominee Director.  (b) require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Deed and other Transaction Documents.  (c) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable;  (d) enforce any security created pursuant to the Hypothecation Deed in accordance with its terms, as may be set out herein or therein, towards repayment of the Debentures.  (e) appoint any independent agency to inspect.  (f) examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses.  (g) take all such other action expressly permitted under this Deed or in the other Transaction Documents or permitted under the Law; and (h) exercise such other rights as the Debenture Trustee may deem fit under applicable



### **Press Release**

Name of the Instrument	Detailed Explanation
Conditions for breach of covenants (as specified in Debenture Trust Deed)	The Debenture Trustee with the prior written instructions of the debenture holders may, from time to time, or at any time waive, on such terms and conditions as to them shall seem expedient, any breach by the Company of any of the covenants and provisions contained in this Deed without prejudice to the rights of the Debenture Trustee in respect of any subsequent breach thereof. No delay or omission of the Debenture Trustee or any receiver in exercising any right, power or remedy accruing of the Debenture Trustee upon any default thereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Debenture Trustee or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the Debenture Trustee in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Debenture Trustee herein provided are cumulative and not exclusive of any rights or remedies provided by Law or equity

Annexure 4: List of companies considered for consolidated/Combined analysis: Not Applicable

**Note on complexity levels of the rated instrument:** Infomerics has classified instruments rated by it on the basis of complexity and a note thereon is available at <a href="www.infomerics.com">www.infomerics.com</a>.