

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



**360 ONE PRIME LIMITED**

**(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)**

**CIN:** U65990MH1994PLC080646; **PAN:** AABBC3347E;

**RBI Registration No - B-13.00361**

**IRDA Registration No - CA 0466**

**Date of Incorporation:** August 31, 1994; **Place of Incorporation:** Mumbai, Maharashtra

**Registered & Corporate office:** 360 ONE Centre, Kamala City, Lower Parel, Mumbai-400013

Mumbai 400 013, Maharashtra, India, India **Tel:** 91 22 4876 5600, **Fax:** 91 22 4875 5606

**Email:** [nbfc-complianc@360.one](mailto:nbfc-complianc@360.one) , **Website:** <https://www.360.one/wealth-management/prime/>

**Company Secretary & Compliance Officer:** Amit Bhandari

**Email:** [nbfc-compliance@360.one](mailto:nbfc-compliance@360.one) ; **Tel:** +91 022 4876 5712;

**Chief Financial Officer:** Sanjay Wadhwa;

**Email:** [nbfc.finance@360.one](mailto:nbfc.finance@360.one) **Tel:** +91 022 4876 5468;

**Promoter:** 360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited);

**Email:** [secretarial@360.one](mailto:secretarial@360.one); **Tel:** +91 22 4876 5600

**Date of issue document:** January 13, 2025 **Type of issue document:** Key Information Document

Key Information Document issued in conformity with the Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 issued vide circular number SEBI/LAD-NRO/GN/2021/39 dated August 09, 2021, as amended from time to time, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 issued vide Circular No. SEBI/LAD-NRO/GN/2015-16/013 dated September 02, 2015, as amended from time to time, the Master Circular for Issue and Listing of Non-Convertible Securities, Securitized Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper issued vide circular number SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024 , as amended from time to time, and the Securities and Exchange Board of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, Section 42 of the Companies Act, 2013 and rules made thereunder.


**ISSUE AND OFFER OF UPTO 10,000 SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES, HAVING FACE VALUE OF ₹ 1,00,000/- AGGREGATING UP TO ₹ 100 CRORE WITH BASE ISSUE SIZE OF ₹ 50 CRORE ("BASE ISSUE SIZE") AND AN OPTION TO RETAIN OVERSUBSCRIPTION OF UPTO ₹ 50 CRORE ("GREEN SHOE OPTION") ON PRIVATE PLACEMENT BASIS ("DEBENTURES") ISSUED UNDER THE GENERAL INFORMATION DOCUMENT DATED JULY 01, 2024 AS AMENDED / SUPPLEMENTED FROM TIME TO TIME AND THIS KEY INFORMATION DOCUMENT. THE SAID ISSUANCE DOES NOT FORM PART OF NON-EQUITY REGULATORY CAPITAL MENTIONED UNDER CHAPTER V OF SEBI (ISSUE AND LISTING OF NON-CONVERTIBLE SECURITIES) REGULATIONS, 2021.**

This key information document dated January 13, 2025 (“**Key Information Document/KID**”) is issued in terms of and pursuant to the General Information Document dated July 01, 2024. All the terms, conditions, information and stipulations contained in the General Information Document, unless the context states otherwise or unless specifically stated otherwise, are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same to the extent applicable. This Key Information Document must be read in conjunction with the General Information Document.

## CREDIT RATING

The captioned Issue of Debentures has been rated (ICRA)AA (pronounced as “ICRA Double A” with Stable outlook) by ICRA Limited and CRISIL AA/ Stable (pronounced as “CRISIL double A rating” with Stable Outlook) by CRISIL Ratings Limited. As per the rating letters issued by the said Rating Agency, instruments with this rating are considered to have a high degree of safety regarding timely servicing of financial obligations and such instruments carry very low credit risk. Investors may please note that the rating is not a recommendation to buy, sell or hold securities and investors should take their own decisions. The Rating Agency have the right to suspend, withdraw or revise the rating / outlook assigned to the Issue at any time, on the basis of new information or unavailability of information or other circumstances which the rating agency believes may have an impact on the rating. Please refer to Annexure III of this Key Information Document for the rating letter along with the press release, dated January 09, 2025 and December 17, 2024 obtained from the said Rating Agency respectively in relation to Debentures.

DEBENTURE TRUSTEE	REGISTRAR TO THE ISSUE
 <p><b>Beacon Trusteeship Limited</b>            5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051            Contact person: Mr. Kaustubh Kulkarni            Telephone: 022 46060278            E-mail: <a href="mailto:compliance@beacontrustee.co.in">compliance@beacontrustee.co.in</a>            Website: <a href="http://beacontrustee.co.in">http://beacontrustee.co.in</a>  <u>Investor Grievance ID:</u>  <a href="mailto:investorgrievances@beacontrustee.co.in">investorgrievances@beacontrustee.co.in</a></p>	 <p><b>MUFG Intime India Private Limited</b>            Address: C-101, 1<sup>st</sup> Floor, 247 Park, Lal Bahadur Shastri Marg            Vikhroli, (West), Mumbai - 400 083            Tel: +91 22 49186000            Fax: +91 22 49186060            Website: <a href="http://www.linkintime.co.in">www.linkintime.co.in</a>            E-mail: <a href="mailto:mumbai@linkintime.com">mumbai@linkintime.com</a>            Contact Person: Mr. Amit Dabhade</p>
Credit Rating Agency - 1	Statutory Auditor
 <p><b>ICRA Limited</b>            3rd Floor, Electric Mansion Appasaheb Marathe Marg, Prabhadevi. Mumbai- 400025  <b>Contact Person:</b> Neha Parikh</p>	<p><b>Kalyaniwalla &amp; Mistry LLP</b>  <b>Chartered Accountants.</b></p> <p>M/s. Kalyaniwalla &amp; Mistry LLP, Chartered Accountants            2<sup>nd</sup> Floor, Espalande House, 29, Hazarimal Somani Marg, Fort, Mumbai 400001</p>

<b>Tel:</b> 022- 61143426 <b>Email:</b> <a href="mailto:neha.parikh@icraindia.com">neha.parikh@icraindia.com</a> <b>Website:</b> <a href="http://www.icra.com">www.icra.com</a>	<b>Contact Person:</b> Ms. Roshni R. Marfatia <b>Tel:</b> +91 (22) 6158 6200 <b>Email id:</b> <a href="mailto:auditors@kmlip.in">auditors@kmlip.in</a> <b>Website:</b> <a href="https://kmlip.in/">https://kmlip.in/</a> <i>* There is no logo</i>
<b>Credit Rating Agency - 2</b>	
 <b>CRISIL RATINGS LIMITED</b>  CRISIL House, Central Avenue Hiranandani Business Park, Powai Mumbai – 400 076 Tel: + 91 22 3342 3000 (B) Fax: + 91 22 3342 3050 Email: <a href="mailto:ratingletterdesk@crisil.com">ratingletterdesk@crisil.com</a> Website: <a href="http://www.crisil.com">www.crisil.com</a> Contact Person: Sonica Gupta/Arihant Jain	

The Issuer hereby declares the aforesaid credit rating obtained by it in relation to the Debentures shall be valid on the date of Issue and on the date of listing of Debentures.

## LISTING

The Debentures to be issued in terms of this Key Information Document are proposed to be listed on the wholesale debt market (WDM) segment of the BSE Limited (“**BSE**”). Please refer to **Annexure IX** of the Key Information Document for a copy of the in-principle approval letter dated July 22, 2024 issued by BSE. Further, the Issuer has maintained the Recovery Expense Fund with the BSE Limited (Please refer to the ‘Summary Term Sheet’ for more details).

## ISSUE SCHEDULE

<b>ISSUE OPENING DATE/ DATE OF OPENING OF ISSUE</b>	January 15, 2025
<b>ISSUE CLOSING DATE/ DATE OF CLOSING OF ISSUE</b>	January 15, 2025
<b>PAY-IN DATE</b>	January 16, 2025
<b>DEEMED DATE OF ALLOTMENT</b>	January 16, 2025
<b>DATE OF EARLIEST CLOSING OF THE ISSUE</b>	N.A

The Issuer reserves the right to change the Issue Schedule, including the Deemed Date of Allotment, at its sole discretion, without giving any reasons or prior notice. The Issue shall, subject to applicable law, be open for subscription at the commencement of banking hours and close at the close of banking hours on the dates specified in this Key Information Document.

**ELIGIBLE INVESTORS**

The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures

- Individuals
- Hindu Undivided Family
- Trust
- Limited Liability Partnerships
- Partnership Firm(s)
- Portfolio Managers registered with SEBI
- Association of Persons
- Companies and Bodies Corporate including Public Sector Undertakings
- Commercial Banks
- Regional Rural Banks
- Financial Institutions
- Insurance Companies
- Mutual Funds
- Foreign Institutional Investors
- Other foreign entities allowed by SEBI and RBI
- Any other investor eligible to invest in these Debentures

**ISSUE DETAILS**

<b>Coupon Rate</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Coupon Payment Frequency</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Redemption Date</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Redemption Amount</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Details of Debenture Trustee</b>	BEACON TRUSTEESHIP LIMITED Registered Address: 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051 Tel No.: 022 46060278 Contact Person: Mr. Kaustubh Kulkarni Email: <a href="mailto:compliance@beacontrustee.co.in">compliance@beacontrustee.co.in</a> Website: <a href="https://beacontrustee.co.in/">https://beacontrustee.co.in/</a>
<b>Nature of securities offered</b>	Senior, Secured, Rated, Listed, Fully Paid up, Redeemable, Taxable, Transferable, Non-Convertible Debentures having a face value of Rs. 1,00,000/- (Rupees One Lakh only) per Debenture.
<b>Number, Price and Amount of securities offered and Issue Size</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}



<b>Base Issue and Green Shoe Option</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Details about underwriting of the Issue including the amount undertaken to be underwritten by the underwriters.</b>	N.A

NOTHING IN THIS KEY INFORMATION DOCUMENT SHALL CONSTITUTE AND/OR DEEM TO CONSTITUTE AN OFFER OR AN INVITATION TO OFFER, TO BE MADE TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBENTURES AND ITS CONTENTS SHOULD NOT BE CONSTRUED TO BE A PROSPECTUS UNDER THE COMPANIES ACT, 2013 AND ACCORDINGLY, THIS KEY INFORMATION DOCUMENT HAS NOT BEEN FILED OR DELIVERED FOR FILING TO THE REGISTRAR OF COMPANIES UNDER SUB-SECTION (4) OF SECTION 26 OF COMPANIES ACT, 2013

#### **ELECTRONIC BOOK MECHANISM AND DETAILS PERTAINING TO THE UPLOADING THE GENERAL INFORMATION DOCUMENT ON THE ELECTRONIC BOOK PROVIDER PLATFORM.**

The Issue shall be open for bidding and subscription in accordance with the guidelines issued by SEBI and BSE pertaining to the procedure of Electronic Book Mechanism as specified by the NCS Master Circular, and the related operational guidelines, regulations issued by the concerned electronic book provider, as may be amended, clarified or updated from time to time (collectively, “**Electronic Book Mechanism Guidelines**”).

<b>Manner of bidding:</b>	Close
<b>Manner of Allotment:</b>	Multiple Yield
<b>Allotment Size</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Interest Rate Parameter (being Coupon Rate and Coupon Type)</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Manner of Settlement i.e. through clearing corporation or through escrow bank account of Issuer</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Minimum Bid Lot and Multiple of Single Bid:</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Trading Lot Size</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
<b>Settlement Cycle T+1 where T refers to the date of bidding/ issue day</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}

<b>Anchor Investor and the quantum allocated</b>	As mentioned in the annexed Term Sheet {Section II-Part A-Point J (e)}
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#### **UNDERTAKINGS OF THE ISSUER AND NOTICE TO THE INVESTORS AND DISCLAIMER**

Please refer to Section 1 and para 4.27 of Section 4 of the General Information Document.

## RISK FACTORS

Please refer Section 3 (*Risk Factors*) of the General Information Document.

The financial details provided in the General Information Document are as at March 31, 2024. Further, as the audited financial results/statements of the Issuer are declared on an annual basis, after the end of the relevant financial year, the financial details provided for the quarter ended September 30, 2024, are provided on the basis of the unaudited financial results for the quarter ended September 30, 2024 and the same may vary from the audited financial statement.

This Key Information Document contains details of this 360 One Prime 24M NCD 28 JAN 2026 and details in respect of: (i) the offer of non-convertible securities in respect of which this Key Information Document is being issued; (ii) any financial information of the Company if such information provided in the General Information Document is more than six months old; (iii) any material changes in the information provided in the General Information Document, as specified in Annexure VII herein; and (iv) any material developments which are not disclosed in the General Information Document relevant to the offer of non-convertible securities in respect of which this Key Information Document is being issued, as specified in Annexure VII herein. Accordingly, set out below are the updated financial information/particulars / changes in the particulars set out in the General Information Document, which additional / updated information / particulars shall be read in conjunction with other information / particulars appearing in the General Information Document. All other particulars appearing in the General Information Document shall remain unchanged.

In case of any inconsistency between the terms of this Key Information Document and the General Information Document and/or the terms of this Key Information Document and/or any other Transaction Document, the terms as set out in this Key Information Document shall prevail.

**SECTION I: DEFINITIONS AND ABBREVIATIONS**

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

**General terms**

Term	Description
Company/ Issuer	360 ONE Prime Limited (Formerly known as IIFL Wealth Prime Limited), a company incorporated under the Companies Act, 1956 and having registration as a non-deposit accepting middle layer non-banking financial company with the Reserve Bank of India under Section 45-IA of the Reserve Bank of India Act, 1934 bearing registration number B-13.00361 by way of a certificate of registration dated March 18, 1998. Further, pursuant to name change, a fresh certificate of registration dated June 5, 2023 was issued by RBI bearing registration number B-13.00361.

**Company related terms**

Term	Description
AOA / Articles / Articles of Association	Articles of Association of our Company
Board of Directors/Board	The board of directors of the Company or any committee thereof
Director(s)/Board	Director(s) of the Company, as may change from time to time, unless otherwise specified
KMP	Key managerial personnel, as defined under the Companies Act
Memorandum / MOA / Memorandum of Association	The Memorandum & Articles of Association of the Company, as amended from time to time

**Issue related terms**

Term	Description
Act/ Companies Act	The Companies Act, 2013 and to the extent not repealed and replaced by the Companies Act, 2013, shall mean the Companies Act, 1956
Applicable Law(s)	Shall mean any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, order, judgment, decree, by-law or approval, order or judgment of any competent authority, notification, rule of common law, governmental approval, directive, guideline, policy, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having

Term	Description
	the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, or any recognized stock exchange(s) on which the shares may be listed
Allotment/Allot	The allotment of the NCDs or Debentures
Application Form	The form in which an investor can apply for subscription to the NCDs, set out in Annexure VIII Key Information Document
Beneficial Owner(s)	Means the Debenture Holder(s) of the Debentures in dematerialised form whose name is recorded as the Debenture Holders with the Depository in accordance with section 2 of the Depositories Act.
BSE / Stock Exchange /Exchange	BSE Limited
CDSL	Central Depository Services (India) Limited
DIN	Director Identification Number
Director	Board of Director
Debenture Holder(s)	Shall mean the several persons/companies who will, from time to time, be holders of the Debentures and whose names will be entered in the Register of Debenture Holders as Debenture Holders and whose names will be recorded as the beneficial owners of the Debentures, with the Depository
Debenture Trustee	Shall mean Beacon Trusteeship Limited
Debenture Trustee Agreement	Shall mean the debenture trustee agreement dated June 24, 2024 executed between the Issuer and Debenture Trustee
Debenture Trust Deed	Shall mean the debenture trust deed dated July 08, 2024 executed/ between the Issuer and Debenture Trustee
Deemed Date of Allotment	January 10, 2025
Depository(ies)	A depository registered with the SEBI under the Securities and Exchange Board of India (Depositories and Participant) Regulations, 1996, as amended from time to time, in this case being NSDL and/or CDSL, as the case may be
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository Participant/DP	A depository participant as defined under the Depositories Act
DP-ID	Depository Participant Identification Number
EBP	Electronic Bidding Platform
ECS	Electronic clearing system
Equity Shares	Equity shares of face value of Rs.10 each of our Company
General Information	Shall mean General Information Document dated July 01, 2024 prepared as the provisions of the SEBI ILNCS Regulations, to be issued from time to time,

Term	Description
Document /GID	for the issue of relevant Debentures and/or Commercial Papers, that shall prescribe the terms and conditions with respect to such Debentures.
Government Security (G-Sec)	<p>Government security (G-Sec) means a security created and issued by the Government for the purpose of raising a public loan or any other purpose as notified by the Government in the Official Gazette and having one of the following forms.</p> <p>i. a Government Promissory Note (GPN) payable to or to the order of a certain person; or</p> <p>ii. a bearer bond payable to a bearer; or</p> <p>iii. a stock; or a bond held in a Bond Ledger Account (BLA).</p>
IRDAI	Insurance Regulatory and Development Authority Of India
Key Information Document/KID	Shall mean this key information document dated January 13, 2025 prepared as the provisions of the SEBI ILNCS Regulations, to be issued from time to time, for the issue of relevant Debentures and/or Commercial Papers, that shall prescribe the terms and conditions with respect to such Debentures.
NBFC	Non – Banking Financial Company
NEFT	National Electronic Fund Transfer Service
NSDL	National Securities Depository Limited
Private Placement	Private Placement means any offer of securities or invitation to subscribe securities to a select group of persons by a Company (other than by way of public offer) through issue of a Private Placement Offer cum application Form and which satisfies the conditions specified in the Section 42 of the Companies Act, 2013 read with Rules framed thereunder
Promoter	360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited)
RBI	Reserve Bank of India
Register of Debenture Holders	Shall mean the register maintained by the Company containing the name(s) of the Debenture Holder(s), which register shall be maintained at the Registered Office of the Company
RTGS	Real Time Gross Settlement
Rating Agency	Shall mean the rating agency as specified in the respective Key Information Document
Rs./ INR / Rupees	Indian Rupees
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act, 1992

Term	Description
SEBI Debt Listing Regulations	Means collectively the SEBI LODR Regulations and SEBI ILNCS Regulations.
SEBI DT Master Circular	Means the SEBI Master Circular for Debenture Trustees bearing reference no. SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024, as amended/ supplemented from time to time.
SEBI DT Regulations	Means the SEBI (Debenture Trustee) Regulation, 1993, as amended/ supplemented from time to time.
SEBI ILNCS Master Circular/ NCS Master Circular	Means the SEBI Master Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper bearing reference no. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as amended/ supplemented from time to time.
SEBI ILNCS Regulations / SEBI NCS Regulations	Means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended/ supplemented from time to time.
SEBI LODR Master Circular	Means the SEBI Master Circular for listing obligations and disclosure requirements for Nonconvertible Securities, Securitized Debt Instruments and/ or Commercial Paper dated July 29, 2022, as amended/ supplemented from time to time.
SEBI LODR Regulations / Listing Regulations	Means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended/ supplemented from time to time.
SEBI Regulations	Means SEBI DT Regulations and/or SEBI LODR Regulations and/or SEBI ILNCS Regulations and/or SEBI ILNCS Master Circular and/or SEBI DT Master Circular and/or any other regulation, master circular, circular, notification, order issued by SEBI from time to time
Transaction Documents	Shall mean this General Information Document, the respective Key Information Document and such other transaction documents as specified in the respective Key Information Document.
“We”, “us” and “our”	Our Company, unless the context otherwise requires
Wilful Defaulter	Wilful defaulter means an Issuer who is categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an Issuer whose director or promoter is categorized as such.
WDM	Wholesale Debt Market
360 ONE Group	360 ONE WAM Limited (Formerly known as IIFL Wealth Management Limited) and its subsidiaries

**SECTION II: REGULATORY DISCLOSURES****PART A: Disclosures under SEBI NCS Regulations**

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

**Credit Rating in relation to the issue of Debentures and the date of Rating Letters:** The captioned Issue of Debentures has been rated (ICRA)AA (pronounced as “ICRA Double A” with Stable outlook) by ICRA Limited on January 09, 2025 and CRISIL AA/ Stable (pronounced as “CRISIL double A rating” with Stable Outlook) by CRISIL Ratings Limited on December 17, 2024.

**Date of press release and rating rationale:** Please refer to **Annexure III** of this Key Information Document for the rating letter along with the press release, dated January 09, 2025 and December 17, 2024 obtained from the said Rating Agency respectively in relation to Debentures.

**Declaration:** The Issuer hereby declares the aforesaid credit rating obtained by it in relation to the Debentures shall be valid on the date of issuance and on the date of listing of Debentures.

**Details of all the ratings obtained by the Issuer for that security:** Other than the ratings disclosed herein, the Company has not obtained any other rating in relation to the Debentures.

**B. Issue Schedule**

Please refer to Page 03 of this Key Information Document.

- C. Name, logo, addresses, website, email address, telephone number and contact person of Legal Counsel (if any), Merchant banker and Co-Managers to the Issue, Legal Advisor, bankers to the issue, sponsor bank, Guarantor (if any) and Arrangers (if any).**

	Name and Logo	Address	Website & e-mail address	Telephone Number and Contact Person
Legal Counsel	Not Applicable			
Merchant Banker	Not Applicable			
Co-Manager	Not Applicable			
Legal advisor	Not Applicable			
Bankers to the issue	Not Applicable			
Sponsor bank	Not Applicable			
Guarantor	Not Applicable			
Arrangers	Not Applicable			
Co-manager	Not Applicable			



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

Sr. No	Particulars	Amount (in Rs.)	As a percentage of the Issue proceeds (in %)	As a percentage of the total expenses of the Issue (in %)
1.	Lead manager(s) fees	Not applicable	Not applicable	Not applicable
2.	Underwriting commission	Not applicable	Not applicable	Not applicable
3.	Brokerage, selling commission and upload fees	Not applicable	Not applicable	Not applicable
4.	Fees payable to the R&T Agent	Link Intime Professional fees Rs. 1500 per ISIN	-	-
5.	Fees payable to the legal advisors	Not applicable	Not applicable	Not applicable
6.	Advertising and marketing expenses	Not applicable	Not applicable	Not applicable
7.	Fees payable to the regulators including stock exchanges	BSE Annual listing fees – Rs. 25,44,080/- is paid.  EBP Fees to be determined post completion of bidding process based on amount mobilized.	-	-
8.	Expenses incurred on printing and distribution of issue stationary	Not applicable	Not applicable	Not applicable
9.	Any other fees, commission or payments under whatever nomenclature.	1.NSDL and CDSL Annual custody fees Rs75000/- respectively  2.CA Fees for NSDL – Rs. 1475 per ISIN & CDSL- Rs.1180  3.Stamp Duty – NDSL & CDSL – 0.005% on Issue Size	-	-
	TOTAL	-	-	100%

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

Sr. No.	Consent of	
1	Directors	Consent has been obtained in terms of the board resolution of directors dated January 17, 2024.
2	Auditors	Consent has been obtained.
3	Bankers to the Issue	Not Applicable
4	Debenture Trustee	Please refer to the Annexure II of this Key Information Document for the consent letter obtained from the Debenture Trustee.
5	Solicitors/ Advocates to the Issue	Not Applicable
6	Legal Advisors to the Issue	Not Applicable
7	Lead Managers to the Issue	Not Applicable
8	Registrar to the Issue	Consent letters dated July 05, 2024 has been obtained from the Registrar to the Issue.
9	Lenders	Not Applicable
10	Experts	Not Applicable

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

The Company has appointed Beacon Trusteeship Limited, a SEBI approved debenture trustee as the agent and trustee for and on behalf of the Debenture Holders. The address and contact details of the Debenture trustee are as under:

**Beacon Trusteeship Limited**

Address: 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051

Email: [compliance@beacontrustee.co.in](mailto:compliance@beacontrustee.co.in)

Tel: 022 46060278

Website: <https://beacontrustee.co.in/>

**Beacon Trusteeship Limited** has given its consent to the Company under the provisions of the SEBI NCS Regulations to be appointed as the debenture trustee to this Issue and pursuant to the same, the Company and Beacon Trusteeship Limited has entered into a debenture trustee agreement

dated June 24, 2024. Please refer to **Annexure II** of this Key Information Document for the debenture trustee consent letter dated June 24, 2024 and engagement letter bearing reference number. 50158/CL/MUM/24-25/DEB/5 dated April 04,2024.

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

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

Actual/ Actual

- (ii) **Procedure and time schedule for allotment and issue of securities should be disclosed.**

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

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

Please refer to Annexure I of this Key Information Document.

**H. 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

**I. Project Details: gestation period of the project; extent of progress made in the project; deadlines for completion of the project; the summary of the project appraisal report (if any), schedule of implementation of the project.**

Not Applicable

**J. Other Details:**

**(a) Default in Payment**

Failure by the Company in the performance of its payment obligations under the Debentures on the relevant due dates, the Company shall be liable to pay default interest at the rate of 2% (Two Percent) per annum over and above the Coupon Rate, computed on the entire outstanding amounts of the Debentures, for the period commencing from the date of the occurrence of the default and expiring on the date on which the default ceases or has been remedied or waived. The default interest under the terms of this Clause may be waived by the Debenture Holder(s) holding an aggregate amount representing not less than 51% (Fifty One Percent) of the outstanding principal amount of the Debentures ("**Majority Debenture Holder(s)**") in the event of failure by the Company in the performance of its payment obligations is for the following technical reasons as set out below and does not exceed 2 (Two) Business Days from the date of such failure to pay:.

(A) The due date for such payment falls on a day which is not a Business Day.

(B) The payment infrastructure, i.e. RTGS transfers, was experiencing any downtime.

**(b) Delay in Listing**

In case of delay in listing beyond 3 (Three) Business Days from Issue Closing Date the Company shall pay default interest at the rate of 1% (One Percent) per annum over and above the Coupon Rate, from the Deemed Date of Allotment and till the listing of the Debentures.

**(c) Delay in allotment of securities**

The Issuer shall allot the Debentures within the timeline in accordance with applicable Law and if the Issuer is not able to allot the Debentures within such period, it shall return the application money to the subscribers with additional interest as provided under applicable law.

**(d) Issue details**

Please refer to the 'Summary Term Sheet' under Paragraph J(e) of Section II this Key Information Document.

**(e) Summary Term Sheet**

TERM SHEET	
Security Name	360 One Prime 10Y NCD 16 JAN 2035
ISIN	INE248U07FS3
Issuance Type	Primary
Issuer	360 One Prime Limited (Formerly known as IIFL Wealth Prime Limited)
Type of Instrument	Secured, Rated, Listed, Redeemable, Non-Convertible Debentures
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Private Placement
Eligible Investors	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures:</p> <ul style="list-style-type: none"> <li>• Resident Individuals,</li> <li>• Hindu Undivided Family,</li> <li>• Trust,</li> <li>• Limited Liability Partnerships, Partnership Firm(s),</li> <li>• Portfolio Managers and Foreign Institutional Investors (FII)</li> </ul>

	registered with SEBI, <ul style="list-style-type: none"> <li>• Association of Persons,</li> <li>• Companies and Bodies Corporate including Public Sector Undertakings.</li> <li>• Commercial Banks, Regional Rural Banks, Financial Institutions,</li> <li>• Insurance Companies,</li> <li>• Mutual Funds/ Alternative Investment Fund (AIF), and any other investor eligible to invest in these Debentures</li> </ul>
Base Issue Size (Rs.)	50 crores
Green Shoe Option (Rs.)	50 crores
Total Issue Size (Rs.)	100 crores
Option to Retain Oversubscription	Yes
Outstanding under same ISIN	NIL
Minimum Application Size	100 debentures and in multiples of 1 debenture thereafter
Face Value	Rs. 1,00,000/- Per Debenture
Issue Price	Rs. 1,00,000/- Per Debenture for Rs.90 crores and Rs.99,980 per debenture for Rs.10 crores
Accrued Interest	NA
Anchor Mechanism	Not applicable
Discount at which security is issued and the effective yield because of such discount.	Rs.10 crore worth debentures issues at 99,980 per debenture at XIRR of 9.4981%
Debenture Trustee	Beacon Trusteeship Limited
Registrar & Transfer Agent	Link Intime India Private Limited
Justification of Issue Price	The issue price is calculated by discounting the expected maturity payout by the yield at which the issuance is being made for the remaining tenor of the security
Purpose and objects of the Issue	Onward lending , repayment of existing borrowings and general corporate purposes
Details of the Utilization of the proceeds	The Issuer proposes to augment its resources to meet its requirements of funds to carry on its business operations. The proceeds of the issue of Debentures would be utilized for onward lending , repayment of existing borrowings and general corporate purpose
Tenor in Days	3,652 Days from the Deemed Date of Allotment

Issue Opening Date	15-Jan-2025
Issue Closing Date	15-Jan-2025
Redemption Date	16-Jan-2035
Redemption Value	Rs. 1,00,000/- Per Debenture
Pay-in-Date	16-Jan-2025
Deemed Date of Allotment	16-Jan-2025
Coupon	9.50% p.a.
Step up/Step down coupon rate	Not Applicable
Coupon payment frequency	Annual
Coupon payment dates	(16-Jan-26, 16-Jan-27, 16-Jan-28, 16-Jan-29, 16-Jan-30, 16-Jan-31, 16-Jan-32, 16-Jan-33, 16-Jan-34, 16-Jan-35)
Bid Book Type	Price Based
Allocation Option	Multiple
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	Not Applicable
Day Count Basis	Actual / Actual
Default interest rate	In case of default in payment of Coupon and/or principal redemption on the Redemption date, additional interest @ 2% p.a. over the Coupon will be payable by the Company for the defaulting period.
Proposed time schedule for which the Disclosure Document is valid	Till redemption
Redemption Premium/Discount	Not Applicable
Put Option	None
Put Option Date	Not Applicable
Put Option Price	Not Applicable
Put Notification Time	Not Applicable
Call Option	None

Call Option Dates	Not Applicable																								
Call Option Price	Not Applicable																								
Call Notification Time	Not Applicable																								
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The Debentures are proposed to be listed on the WDM segment of the BSE Ltd. Company will endeavor to list the securities within 3 working days from the closure of the Issue.</p> <p>In case of delay in listing of NCDs beyond the timeline specified above, the Company will pay penal interest, of 1% p.a. over and above the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing) and the Company would be permitted to utilize the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from stock exchange.</p>																								
Issuance mode of Debenture	DEMAT form																								
Settlement mode of the Instrument	<p>The pay-in of subscription monies for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below:</p> <table border="1"> <tr> <td>Name of Bank</td><td>ICICI BANK</td></tr> <tr> <td>IFSC Code</td><td>ICIC0000106</td></tr> <tr> <td>Account number</td><td>ICCLEB</td></tr> <tr> <td>Name of beneficiary</td><td>INDIAN CLEARING CORPORATION LTD</td></tr> </table> <table border="1"> <tr> <td>Name of Bank</td><td>YES Bank</td></tr> <tr> <td>IFSC Code</td><td>YESBOCMSNOC</td></tr> <tr> <td>Account number</td><td>ICCLEB</td></tr> <tr> <td>Name of beneficiary</td><td>INDIAN CLEARING CORPORATION LTD</td></tr> </table> <table border="1"> <tr> <td>Name of Bank</td><td>HDFC Bank</td></tr> <tr> <td>IFSC Code</td><td>HDFC0000060</td></tr> <tr> <td>Account number</td><td>ICCLEB</td></tr> <tr> <td>Name of beneficiary</td><td>INDIAN CLEARING CORPORATION LTD</td></tr> </table>	Name of Bank	ICICI BANK	IFSC Code	ICIC0000106	Account number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD	Name of Bank	YES Bank	IFSC Code	YESBOCMSNOC	Account number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD	Name of Bank	HDFC Bank	IFSC Code	HDFC0000060	Account number	ICCLEB	Name of beneficiary	INDIAN CLEARING CORPORATION LTD
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IFSC Code	HDFC0000060																								
Account number	ICCLEB																								
Name of beneficiary	INDIAN CLEARING CORPORATION LTD																								

	<p>Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:</p> <table border="1"> <tr> <td>Name of Bank</td><td>HDFC Bank</td></tr> <tr> <td>IFSC Code</td><td>HDFC0000060</td></tr> <tr> <td>Account number</td><td>00600340080963</td></tr> <tr> <td>Name of beneficiary</td><td>360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)</td></tr> </table> <p>Cheques, Demand Drafts, interest/ redemption warrants, pay order, direct credit, ECS, NEFT, RTGS, other online payment mechanism as are permitted by the Reserve Bank of India</p>	Name of Bank	HDFC Bank	IFSC Code	HDFC0000060	Account number	00600340080963	Name of beneficiary	360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)
Name of Bank	HDFC Bank								
IFSC Code	HDFC0000060								
Account number	00600340080963								
Name of beneficiary	360 ONE PRIME LIMITED (Formerly Known as IIFL WEALTH PRIME LIMITED)								
Creation of Recovery Expenses Fund (REF)	Company has transferred the Res 25 Lakh towards the recovery expenses fund to BSE Limited on January 13, 2021 via UTR No. HDFCR2021011369156941								
Provisions related to Cross Default Clause	N.A.								
Trading mode of the Debenture	DEMAT form only								
Depository	NSDL and CDSL								
Security and Security Cover	<p>All present and future business receivables of the company pertaining to Capital Market business including receivables from current assets and investment related to capital market (excluding cash and bank balances and non-capital market assets viz. LAP receivables against debt securities), on pari passu basis.</p> <p>Interest payment per terms of the issue and as mentioned in Information Memorandum.</p>								
Rating	AA(Stable) by ICRA & CRISIL								
Contribution by Promoters or Director either as part of this offer or separately in furtherance of the objects of the Issue	Nil								
Right to Re-purchase	The Company will have power, exercisable at its sole and absolute discretion from time to time, to re-purchase a part or all of its Debentures								



Debentures	from the secondary markets at Fair Market Value or otherwise, at any time prior to the Redemption Date, subject to applicable law and in accordance with the applicable guidelines/regulations
Record Date (Redemption payment)	The date, as may be fixed by the Company, which will be 15 calendar days prior to the redemption date/call date on which the determination of the persons entitled to receive redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL record) shall be made.
Record Date (Coupon payment)	The date, as may be fixed by the Company, which will be 15 calendar days prior to the Interest payment date on which the determination of the persons entitled to receive coupon amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL record) shall be made.
Business Day & Business Day Convention	<p>Working Day means all days on which commercial banks in Mumbai are open for business. If the date of payment of interest does not fall on a Working Day, then the interest payment will be made on succeeding Working Day (the “<b>Effective Date</b>”), however the dates of the future interest payments would continue to be as per the originally stipulated schedule.</p> <p>Payment of interest will be subject to the deduction of tax as per Income Tax Act or any statutory modification or re-enactment thereof for the time being in force. In case the Maturity Date (also being the last Interest Payment Date) does not fall on a Working Day, the payment will be made on the immediately preceding Working Day, along with coupon/interest accrued on the NCDs until but excluding the date of such payment.</p>
Negative Covenants	N.A.
Affirmative Covenants	N.A.
Information Covenant	N.A.
Interest on Application Money	This issue does not contemplate any interest on application money till allotment of Debentures.
Transaction Documents	<p>The following shall constitute Transaction Documents:</p> <ol style="list-style-type: none"> <li>1. Disclosure Document/ Information Memorandum,</li> <li>2. Debenture Trustee Agreement</li> <li>3. Debenture Trust Deed,</li> <li>4. Any security creation document including deed of hypothecation, indenture of mortgage and forms for filing of charge, as applicable</li> </ol> <p>Any other document that the Debenture Trustee or Regulator or Courts of Law may deem to be a transaction document.</p>
Conditions Precedent to Disbursement	Nil
Conditions Subsequent to	Nil

Disbursement	
<p>Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</p>	<p>The Majority Debenture holders (75%) at their discretion directly or acting through the Debenture Trustee may initiate proceedings against the Issuer on the occurrence of an “Event of Default”:</p> <p>Each of the following shall, after the expiry of the cure period (as provided in the Transaction Documents) constitute an “Event of Default” with respect to the Debentures and shall be set out in detail in the Transaction Documents.</p> <ol style="list-style-type: none"> <li>1. The Issuer does not pay on the Due Date(s) any amount payable pursuant to the Trust Deed (whether at scheduled maturity, by acceleration or otherwise) at the place at and in the currency in which it is expressed to be payable;</li> <li>2. The material breach of any covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents;</li> <li>3. If the Company is unable to or admits in writing its inability to pay its debts as they mature or proceedings for taking it into insolvency or liquidation have been admitted by any competent court or a special resolution has been passed by the shareholders for winding up of the Company or for filing an application to initiate insolvency resolution process of the Company or it is certified by the statutory auditors that the liabilities of the Company exceed its assets indicating the inability of the Company to discharge its obligations under this Deed;</li> <li>4. Without prejudice to (3) above, the commencement of an insolvency resolution process (other than operational creditor) under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) in respect of the Company and the same is not defended by the Company within a period of 14 days.</li> <li>5. Business – The Issuer:             <ol style="list-style-type: none"> <li>i. ceases to carry on its primary business or gives notice of its intention to do so;</li> <li>ii. any Supervisory Authority or any competent court or tribunal or Governmental Authority requires the Company to cease to do primary business; or</li> <li>iii. any material approval or consent or authorization given by any person (including any Supervisory Authority or any creditor) to the Company in respect of its primary business is withdrawn or the Company fails to obtain or renew any such approval or consent or authorization.</li> </ol> </li> <li>6. Any corporate action, legal proceedings or other procedure or step is taken in relation to:             <ol style="list-style-type: none"> <li>i. the suspension of payments, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;</li> <li>ii. a composition, compromise, assignment or arrangement with any creditor of the Company aggregating to not more than Rs.</li> </ol> </li> </ol>

	<p>50 Cr.</p> <ul style="list-style-type: none"> <li>iii. the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company; or</li> <li>iv. the commencement of an insolvency resolution process (other than operational creditor) under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or under any other Applicable Law, in respect of the Company and the same is not defended by the Company within a period of 14 days; or</li> <li>v. enforcement of any security over any Assets of the Company or any analogous procedure or step is taken in any jurisdiction.</li> <li>vi. Any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (i) to (vi) above.</li> </ul> <p>7. Any petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissed within 30 (thirty) days.</p> <p>8. Creditors' Process and Expropriation</p> <ul style="list-style-type: none"> <li>i. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Assets of the Company or as otherwise provided in any order of any competent court or tribunal relating to the aforementioned actions.</li> <li>ii. Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Hypothecated Assets or part thereof.</li> <li>iii. All or a part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, rationalized, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or any Government Authority.</li> </ul> <p>9. Transaction Documents – Any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.</p> <p>10. Unlawfulness – It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable.</p>
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	<p>11. There shall have occurred a change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Issuer since the date hereof that has resulted in a Material Adverse Effect.</p> <p>12. Repudiation – The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.</p> <p>13. BSE/ NSE delists the Debentures at any point of time due to an act of the Company or failure by the Company to take all necessary actions to ensure continued listing and trading of the Debentures on BSE/ NSE and the same is not relisted within 15 (fifteen) days.</p> <p>14. The withdrawal, failure of renewal, or failure to obtain any statutory or regulatory approval in any relevant jurisdiction required, if any, for issuance of the Debentures or creation of the Security.</p> <p>15. Security in Jeopardy – In the opinion of the Debenture Trustee any Charged Asset(s) is in jeopardy including any depreciation in the value of the Hypothecated Assets and an alternate security is not created within the timelines stipulated in the Transaction Documents.</p> <p>16. Security</p> <ul style="list-style-type: none"> <li>i. The value of the Hypothecated Assets is insufficient to maintain the Security Cover and the Company fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the stipulated timelines prescribed in the relevant Transaction Document.</li> <li>ii. Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.</li> <li>iii. The Company creates or attempts to create any charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, over the Hypothecated Assets, without the prior consent of the Debenture Trustee. No NOC is required if the company maintains the security cover.</li> </ul> <p>17. Material Adverse Effect - The occurrence of any event or condition which, in the reasonable opinion of the Trustee or the Debenture Holder(s)/ Beneficial Owners(s), constitutes a Material Adverse Effect.</p> <p>Any other event described as an Event of Default in the Disclosure Documents//Prospectus/ Offer Letter and the Transaction Documents.</p>
Roles and Responsibilities	While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer documents/information

of Debenture Trustee	Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained
Risk factor pertaining to the issue	As per the risk factors mentioned in Section III of GID
Breach of Covenant	N.A.
Governing Law and Jurisdiction	The Debentures offered are subject to provisions of the Companies Act, 2013 as may be applicable, Securities Contract Regulation Act, 1956, Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, Securities and Exchange Board of India (Listing Obligation and Disclosure Requirement) Regulations, 2015 in terms of this Disclosure Document, Instructions contained in the Application Form and other terms and conditions as may be incorporated in the Trustee Agreement and the Trust Deed and such other laws as may be applicable, guidelines, notifications and regulations relating to the issue and allotment of securities issued from time to time by the Government of India, Reserve Bank of India (RBI), and, or any other authorities and other documents that may be executed in respect of the these Debentures. The Debenture holders, by purchasing the Debentures, agree that the Mumbai High Court shall have exclusive jurisdiction with respect to matters relating to the Debentures.
Other Terms	<u>Default in Payment:</u> In case of default in payment of Coupon and/or principal redemption on the Redemption Date, additional interest @ 2% p.a. over the Coupon will be payable by the Company for the defaulting period.
Premature Exit	NA
Distribution Fee	Nil

**Illustration of Cash Flows:**

Company	360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) (the "Issuer")
Tenure	3,652 Days from the Deemed Date of Allotment
Face Value	Rs. 1,00,000/- Per Debenture
Issue Price	Rs. 1,00,000/- Per Debenture
Date of Allotment	16-Jan-2025
Redemption Date	16-Jan-2035
Redemption Premium	Nil

Coupon Rate	9.50%
Frequency of the interest payment with specified dates	Annual (16-Jan-26, 16-Jan-27, 16-Jan-28, 16-Jan-29, 16-Jan-30, 16-Jan-31, 16-Jan-32, 16-Jan-33, 16-Jan-34, 16-Jan-35)
Day count Convention	Actual / Actual

**Illustrative Cashflow:**

Cash flow for Investors	
Dates	Cash flow
16-Jan-25	-1,00,000
16-Jan-26	9,500
16-Jan-27	9,500
16-Jan-28	9,500
16-Jan-29	9,500
16-Jan-30	9,500
16-Jan-31	9,500
16-Jan-32	9,500
16-Jan-33	9,500
16-Jan-34	9,500
16-Jan-35	9,500
16-Jan-35	100,000

The above table is for illustration purposes only, actual cashflow might differ from above. The above working is as per the clauses mentioned in the Term Sheet / IM of the Issue

Note: While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer documents/information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.



**PART B: Disclosures under Form PAS -4 pursuant to Section 42 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014.**

Sub-Part A

PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

**PRIVATE PLACEMENT OFFER LETTER**

**(Pursuant to Section 42 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014)**

**1. GENERAL INFORMATION**

- (i) **Name, address, website (if any) and other contact details of the Company indicating both registered office and corporate office:**

Please refer to Page 1 of the General Information Document.

**Registered office of the Company:**

Please refer to Page 1 of the General Information Document.

**Corporate Office of the Company:**

Please refer to Page 1 of the General Information Document.

- (ii) **Date of Incorporation of the Company:**

Please refer to Page 1 of the General Information Document.

- (iii) **Business carried on by the company and its subsidiaries with the details of branches or units, if any;**

Please refer to Para 4.1 of Section 4 of the General Information Document.

- (iv) **Brief particulars of the management of the company;**

Please refer to Para 4.1 of Section 4 of the General Information Document.

- (v) **Names, addresses, Director Identification Number (DIN) and occupations of the Directors:**

Please refer to paragraph 4.5 of Section 4 of the General Information Document.

- (vi) **Management's perception of risk factors:**

Please refer to Section 3 of this General Information Document along with the risk factors set out in the respective Key Information Document.

- (vii) **Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –**

(a) Statutory dues: NIL

(b) Debentures and interest thereon: NIL

(c) Deposits and interest thereon: NIL



- (d) Loan from any bank or financial institution and interest thereon: Please refer point 4.8 of Section IV of the GID

**(viii) Names, designation, address and phone number, email ID of the nodal/ compliance officer of the Company, if any, for the private placement offer process:**

Name: Mr. Amit Bhandari

Designation: Company Secretary & Compliance Officer

Address: 360 ONE Centre, Kamala City, Lower Parel, Mumbai-400013

Tel: +91 2248765712

Email: [nbfc-compliance@360.one](mailto:nbfc-compliance@360.one)

**Any Default in Annual filling of the Company under the companies Act, 2013 or the rules made there under:** NIL

**2. PARTICULARS OF OFFER:**

<b>Financial position of the Company for the last 3 financial years</b>	As per <b>Annexure II</b> of GID dated July 01, 2024
<b>Date of passing of Board Resolution</b>	Board resolution dated January 17, 2024 read with resolution passed by the Resource raising committee at its meeting held July 01, 2024. The copy of the resolutions has been attached in Annexure IV of this Key Information Document.
<b>Date of passing of resolution in general meeting, authorizing the offer of securities</b>	Shareholders' resolution passed under Section 71 and Section 42 of the Act dated February 13, 2024;  Shareholders' resolution passed under Section 180(1)(c) of the Act dated February 28, 2020; and  A copy of the said shareholders resolution (under Section 42 and Section 180(1)(c) of the Act) is annexed herewith and marked as <b>Annexure IV</b> hereto.
<b>Kind of securities offered (i.e. whether share or debentures) and class of security; the total number of shares or other securities to be issued.</b>	Senior secured listed rated redeemable non- convertible debentures
<b>Price at which the security is being offered, including premium if</b>	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}

<b>any, along with justification of the price</b>	
<b>Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer</b>	N.A.
<b>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 schedule to be held)</b>	N.A.
<b>Amount, which the Company intends to raise by way of securities</b>	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}
<b>The class or classes of persons to whom the allotment is proposed to be made;</b>	Please refer to the provisions regarding 'Eligible Investors' on page no. 03 of this Key Information Document.
<b>Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer) [not in case of issue of non-convertible debentures]</b>	no promoters, directors or key managerial personnel are intended to subscribe to the offer.
<b>The Proposed time within which the allotment shall be completed.</b>	The Securities will be allotted within the prescribed timelines as per applicable laws.
<b>The names of the proposed allottees and</b>	N.A

the percentage of post private placement capital that may be held by them [not required in case of issue of non-convertible debentures];						
The change in control, if any in the company that would occur consequent to the private placement	There would be no change in control post issuance of Debentures.					
The number of person to whom allotment on preferential basis / private placement / right issue has already been made during the year, in terms of number of securities as well as price.	N.A.					
The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	N.A.					
Amount which the company intends to raise by way of proposed offer of securities	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}					
Terms of raising of securities:	<table> <tr> <td>Duration, if applicable:</td><td rowspan="4">As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}</td></tr> <tr> <td>Coupon</td></tr> <tr> <td>Mode of Payment</td></tr> <tr> <td>Mode of Repayment</td></tr> </table>	Duration, if applicable:	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}	Coupon	Mode of Payment	Mode of Repayment
Duration, if applicable:	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}					
Coupon						
Mode of Payment						
Mode of Repayment						
Proposed time schedule for which the Issue is valid	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}					
Purpose and objects of the Issue	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}					

<b>Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of the object</b>	Nil
<b>Principal terms of assets charged as security</b>	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}
<b>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</b>	None
<b>The pre-issue and post-issue shareholding pattern of the Company in the following format:</b> Please refer to <b>Annexure IV</b> of the General Information Document.	

3. **MODE OF PAYMENT FOR SUBSCRIPTION** – As mentioned in the annexed term sheet {Section II- Part A – Point J(e)}
4. **DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.**

<b>Any financial or other material interest of the directors, promoters or key managerial personnel in the Issue and the effect of such interest in so far as it is different from the interests of other persons</b>	Director, promoters or Key managerial personnel are not interest in this issue of the company
<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 Promoter of the Company during the last 3 (three) years immediately preceding the year of the issue of this Offer Letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed</b>	NIL

Remuneration of directors (during the current year and last 3 (three) financial years)	Please refer to paragraph 4.5 of Section 4 of the General Information Document
Related party transactions entered during the last 3 (three) financial years immediately preceding the year of issue of this Offer Letter including with regard to loans made or, guarantees given or securities provided	Please refer to <b>Annexure I</b> of the General Information Document
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of issue of this Offer 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 of the said reservations or qualifications or adverse remark	There are no reservations or qualifications or adverse remarks by the auditors in the last five financial years immediately preceding the year of circulation of the disclosure document
Details of any inquiry, inspections or investigations initiated or conducted under the Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of offer letter in the case of the 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 3 (three) years immediately preceding the year of this Offer Letter and if so, section-wise details thereof for the Company and all of its subsidiaries	Nil
Details of acts of material frauds committed against the Company in the	There are no acts of material frauds committed against the Company in the last three years.

last 3 (three) years, if any, and if so, the action taken by the company	
--	--

## 5. FINANCIAL POSITION OF THE COMPANY

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

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital	Amount
	<b>Authorised share capital</b>	
	42,65,00,000 Equity Shares having face value of INR 10/- each	426,50,00,000
	<b>Total</b>	426,50,00,000
	<b>Issued, Subscribed, Paid up share capital</b>	
	37,06,86,181 equity shares of face value of INR 10/- each	370,68,61,810
	<b>Total</b>	370,68,61,810
	<b>Paid up share capital after the Issue</b>	370,68,61,810
<b>Size of the present issue</b>	As mentioned in the annexed Term Sheet {Section II- Part A – Point J(e)}	
<b>Paid-up Capital:</b> a. After the offer:  b. After the conversion of Convertible Instruments (if applicable)	This issuance of Debentures will not alter the paid-up capital of the Issuer.	
<b>Share Premium Account:</b> a. Before the offer: b. After the offer:	This issuance of Debentures will not alter the Share Premium Account of the Issuer.	
<b>Details of the existing share capital of the Issuer, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the price and the form of consideration:</b>	Please refer to paragraph 4.4(c) of Section 4 of the General Information Document.	
<b>Provided that the issuer company shall 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 letter separately indicating the</b>	Please refer to paragraph 4.4(c) of Section 4 of the General Information Document	

allotments made for considerations other than cash and the details of the considerations in each case	
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this Offer Letter	Please refer to <b>Annexure II</b> of General Information Document
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)	Please refer to <b>Annexure II</b> of General Information Document
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 Offer Letter	Please refer to <b>Annexure II</b> of General Information Document
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter	Please refer to <b>Annexure II</b> of General Information Document
Any change in accounting policies during the last 3 (three) years and their effect on the profits and the reserves of the Company	NIL

**PART – B**  
**(To be filled by the Applicant)**

The PART - B of this Disclosure Document consist of Debenture Application Form containing the details of applicants such as Name, Fathers Name, Complete Address, Phone Number, E-mail Id, PAN and Bank Account Details which will be signed by the applicant.

The Debenture Application Form is annexed as Annexure VIII

For **360 ONE Prime Limited**



**Amit Bhandari**  
**Company Secretary & Compliance Officer**  
**Date: January 13, 2025**



### SECTION III: DECLARATION

The Company and each of the directors of the Company hereby confirm and declare that:

- a. the Company has complied with the provisions of Securities Contracts (Regulation) Act, 1956 (42 of 1956) and the Securities and Exchange Board of India Act, 1992 (15 of 1992), Companies Act, 2013 (18 of 2013) and the rules and regulations made thereunder;
- b. the compliance with the Acts and the rules and regulations does not imply that payment of dividend or interest or repayment of non-convertible securities, is guaranteed by the Central Government;
- c. the monies received under the Issue shall be used only for the purposes and objects indicated in this Key Information Document;
- d. whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association;

I am authorized by the Resource Raising Committee of the Company through their resolution dated July 01, 2024, to sign this form and declare that all the requirements of the 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.

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

For **360 ONE Prime Limited**

**Amit Bhandari**  
Company Secretary & Compliance Officer  
Date: January 13, 2025

**Himanshu Jain**  
Whole time Director & CEO

January 13, 2025

To,  
BSE BOND Department,  
BSE Limited,  
P.J. Towers, Dalal Street,  
Mumbai – 400 001.

Dear Sir(S)/Madam(s),

**Sub: Confirmation as per SEBI (NCS) (Second Amendment) Regulations, 2024.**

We, 360 ONE Prime Limited (Formerly known as IIFL Wealth Prime Limited), hereby confirm that the contents of the GID dated July 01, 2024 and KID dated January 13, 2025 have been perused by the Board of Directors/ Committee authorised by the Board for issuance of 10,000 Secured, Rated, Listed, Redeemable, Non-Convertible Debentures, in line with the SEBI (NCS) (Second Amendment) Regulations, 2024, effective September 17, 2024.

For **360 ONE Prime Limited.**

(Formerly known as IIFL Wealth Prime Limited)



**Amit Bhandari**  
**Company Secretary & Compliance Officer**

**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

**Corporate & Registered Office:** 360 ONE Centre, Kamala City, Senapati Bapat Marg, Delisle Road, Lower Parel, , Mumbai 400 013  
Tel (91-22) 4876 5600 Fax (91-22) 4646 4706 Email nbfc-compliance@360.one <https://www.360.one/wealth-management/prime/>

CIN: U65990MH1994PLC080646

**ANNEXURE I – ILLUSTRATION OF DEBENTURE CASH FLOWS ARISING FROM DEBENTURES  
BEING ISSUED PURSUANT TO THIS KEY INFORMATION DOCUMENT**

**Illustration of Cash Flows:**

Company	360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) (the “Issuer”)
Tenure	3,652 Days from the Deemed Date of Allotment
Face Value	Rs. 1,00,000/- Per Debenture
Issue Price	Rs. 1,00,000/- Per Debenture
Date of Allotment	16-Jan-2025
Redemption Date	16-Jan-2035
Redemption Premium	Nil
Coupon Rate	9.50%
Frequency of the interest payment with specified dates	Annual (16-Jan-26, 16-Jan-27, 16-Jan-28, 16-Jan-29, 16-Jan-30, 16-Jan-31, 16-Jan-32, 16-Jan-33, 16-Jan-34, 16-Jan-35)
Day count Convention	Actual / Actual

**Illustrative Cashflow:**

Cash flow for Investors	
Dates	Cash flow
16-Jan-25	-1,00,000
16-Jan-26	9,500
16-Jan-27	9,500
16-Jan-28	9,500
16-Jan-29	9,500
16-Jan-30	9,500
16-Jan-31	9,500
16-Jan-32	9,500
16-Jan-33	9,500
16-Jan-34	9,500
16-Jan-35	9,500
16-Jan-35	100,000

**ANNEXURE II – DEBENTURE TRUSTEE CONSENT LETTER AND ENGAGEMENT LETTER**

**Consent letter**



50159/CL/MUM/24-25/DEB/5  
Date: June 24, 2024

360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)  
06th Floor, IIFL Centre, ,  
Kamala Mills Compound,  
Lower Parel,  
Mumbai-400013, Maharashtra  
India

**Kind Attn: Mr. Niraj Murarka (COO)**

**Sub: Consent Letter to act as Debenture Trustee for Secured Listed Non-Convertible Debentures aggregating upto Rs. 1000.00 Crores**

Dear Sir,

This is with reference to our discussion regarding appointment of Beacon Trusteeship Limited as Debenture Trustee for Secured Listed Non-Convertible Debentures aggregating to Rs. 1000.00 Crores

In this regards it would indeed be our pleasure to be associated with your esteemed organization as Debenture Trustee. In this connection, we confirm our acceptance to act as Debenture Trustee for the same.

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

Looking forward to a long and fruitful association with your esteemed organization.

Yours faithfully  
**For Beacon Trusteeship Limited**

**Bhagyashree Korpade**  
Relationship Manager  
Mumbai, June 24, 2024  
**Authorised Signatory**

Accepted  
**For 360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)**

**Authorised Signatory**

**BEACON TRUSTEESHIP LTD.**

Regd & Corporate Office : 5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051  
CIN: U74999MH2015PLC271288

Phone : 022-26558759 | Email : [contact@beacontrustee.co.in](mailto:contact@beacontrustee.co.in) | Website : [www.beacontrustee.co.in](http://www.beacontrustee.co.in)

## Engagement Letter



50158/CL/MUM/24-25/DEB/5

Date: April 04, 2024

**360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)**

06th Floor, IIFL Centre, ,  
Kamala Mills Compound,  
Lower Parel,  
Mumbai-400013, Maharashtra  
India

**Kind Attn: Mr. Niraj Murarka (COO)**

**Sub: Engagement Letter to act as Debenture Trustee for Secured Listed Redeemable Non-Convertible Debentures aggregating upto Rs. 1000.00 Crores**

Dear Sir,

This is with reference to our discussion regarding appointment of Beacon Trusteeship Limited as Debenture Trustee for Secured Listed Redeemable Non-Convertible Debentures aggregating to Rs. 1000.00 Crores

In this context, please find enclosed herewith Terms of Engagement of BTL **Annexure I** and Terms of Engagement **Annexure II**.

Kindly acknowledge and return a copy of this letter by email/ courier as a token of your acceptance of the terms. Should you require any clarifications please do not hesitate to get in touch with the following:

Name	Designation	Mobile	Email
Veena Nautiyal	Associate Director	+91 9324724945	veena@beacontrustee.co.in
Jaydeep Bhattacharya	Executive Director	+91 9324724949	jaydeep@beacontrustee.co.in
Kaustubh Kulkarni	Director	+91 9920699299	kk@beacontrustee.co.in

We look forward to working with your organization and building a long-standing mutually beneficial relationship

Yours faithfully  
**For Beacon Trusteeship Limited**

**Veena Nautiyal**  
Associate Director  
Mumbai, 04-Apr-2024  
**Authorised Signatory**

Accepted  
**For 360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)**

**Authorised Signatory**

**BEACON TRUSTEESHIP LTD.**

Regd & Corporate Office : 7A & B Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra East (E),  
Mumbai - 400051

CIN: U74999MH2015PLC271288



**Annexure I**  
**Terms of Engagement of Beacon Trusteeship Limited (BTL)**

<b>Debenture Trustee - Rs. 1000.00 crores</b>		
<b>Acceptance Fee</b>	Rs. 3,00,000.00	Payable one time on acceptance of Engagement Letter
<b>Annuity Fee</b>	Rs. 2,00,000.00 (payable on pro-rata basis of the allotment of issue size)	Per annum payable annually in advance from the date of execution till the debentures are redeemed and security is released
<b>Due Diligence &amp; Periodic Monitoring Fees</b>	At actuals	At each instance
<b>Out of pocket expense</b>	At actuals	With prior approval
Annuity fees are payable till the debentures are redeemed and the security is released		
The above fees are exclusive of Goods & Services Tax, Education Cess, and any other Tax as may be levied by the Government from time-to-time; and Out of Pocket expenses like Audit fees, Legal counsel fees, travelling expenses, etc if any.		
The Company shall pay the above-mentioned remuneration within 45 days from the date of the invoice. In case of a delay, the Company shall be liable to pay interest at the rate of 12% per annum		
In case of default, all activity related to invocation of Security/(ies) and/or enforcement of collateral will entail separate fees and will be borne by the Issuer. If the Issuer is unable to pay the fees at the time of Enforcement, the same will need to borne by Debenture Holders / Lender / Investor / Beneficiary.		
This offer is made basis the information provided and is valid for 30 days from the date of the Offer. Beacon, at its sole discretion, may withdraw or not proceed with the Offer.		

**BEACON TRUSTEESHIP LTD.**

Regd & Corporate Office : 7A & B Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra East (E),  
Mumbai - 400051

CIN: U74999MH2015PLC271288

Phone : 022 26558750 | Email : [contact@beacontrustee.co.in](mailto:contact@beacontrustee.co.in) | Website : [www.beacontrustee.co.in](http://www.beacontrustee.co.in)





## Annexure II

### Terms of Engagement

(A) The Company wishes to engage Beacon Trusteeship Limited ("Beacon") to act as Debenture Trustee for Secured Listed Redeemable Non-Convertible Debentures aggregating to Rs. 1000.00 Crores in accordance with the terms and subject to the conditions set out herein and the relevant transaction documents (the "Engagement"); and

(B) Beacon is engaged in the business of trusteeship services and has the necessary resources, infrastructure and capability to act as the trustee

This Letter will be supplemented with the definitive documents to be executed in relation to the transaction ( "Transaction Documents").

#### **AGREED TERMS:**

##### **1. TERMS OF ENGAGEMENT**

1.1 The Company shall engage Beacon to perform trusteeship services on the terms and conditions mentioned in this Letter and the Transaction Documents.

1.2 The Engagement shall commence on April 04,2024 ("the Effective Date") and shall continue until the date on which it is terminated as provided by the terms of the Engagement (the "Engagement Period").

1.3 The Parties also agree that upon, or after, acceptance of this Letter by the Company, Parties may enter into such other agreements and deeds as may be necessary for the provision of trusteeship services by Beacon ("Transaction Documents").

##### **2. FEES AND EXPENSES**

2.1 In consideration of the provision of the Services during the Engagement, the Company shall pay to Beacon the fees as set out in Annexure I hereto ("Trusteeship Fees").

2.2 The Trusteeship Fees are exclusive of goods and services tax and/or any other similar taxes except withholding taxes.

2.3 All payments due to Beacon will be made by bank transfer, and no payments will be made in cash or bearer instruments. No payments will be made to a third party and all payments will be made at Company's option in the place where Beacon is domiciled or where it performs the Services.

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#### **BEACON TRUSTEESHIP LTD.**

Regd & Corporate Office : 7A & B Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra East (E),  
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Phone : 022-26558750 | Email : [contact@beacontrustee.co.in](mailto:contact@beacontrustee.co.in) | Website : [www.beacontrustee.co.in](http://www.beacontrustee.co.in)



### 3. CONFIDENTIAL INFORMATION

1. Beacon acknowledges that in the course of the Engagement, Beacon will have access to Confidential Information. For the purposes of this Letter "Confidential Information" means all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning the Company, its associated companies (the "Group Companies") or any of its or their clients, employees or other parties with whom the Company or the Group Companies has a relationship which is not known by or readily available to the general public, including without limitation all information regarding the Engagement (including without limitation the fact that discussions or negotiations are taking place or have taken place between the Company, Beacon and other third parties in connection with the Engagement) created, received or learned by Beacon, or provided to Beacon, during the Engagement and including all analyses, compilations, studies or other documents prepared by Beacon which contain or reflect such information.

2. Beacon shall hold and treat all Confidential Information in confidence and shall ensure that all its personnel do the same. Beacon shall not either during the Engagement or at any time after the termination, use or disclose to any person, firm or company any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Company in writing;
- (b) any disclosure that is required by law provided that to the extent permitted by law,; or
- (c) any information which is or becomes publicly available otherwise than through Beacon's unauthorized disclosure.

### 4. TERMINATION

The term of this Engagement shall, subject to the Transaction Documents, extend till the earlier of: (a) the discharge of Beacon as the trustee pursuant to the Transaction Documents; (b) redemption of the transaction pursuant to the Transaction Documents; and (c) either Party shall have the right to terminate, by giving advance notice as agreed in the Transaction documents.; (d) Beacon shall have the right to terminate with immediate effect, if the Company or any of its affiliates, employee or agent commits any act with an intent to fraudulently deceive or harm to Beacon or perpetrates any act resulting in any third party liability against Beacon, its agents, affiliates, employees or its directors and wilfully commits any act to hamper/harm Beacon's legitimate business interest and adversely affect its goodwill

### 5. INDEMNIFICATION

The Company agrees to indemnify and hold harmless Beacon and its affiliates and any of their officers, directors, employees and agents (the "Indemnified Persons") from and against (i) all losses, claims, damages or liabilities (or actions in respect thereof) arising out of or relating to a material breach by the Company of this Letter and will reimburse each Indemnified Person for all expenses (including legal fees) as they are incurred by such Indemnified Person in connection with investigating, preparing or defending any such action or claim; and (ii) any liability arising from any employment-related claim or any claim based on worker status brought by the Company. (iii) any liability arising due to technical error or issues in the software used to maintain the data.

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#### BEACON TRUSTEESHIP LTD.

Regd & Corporate Office : 7A & B Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra East (E),  
Mumbai - 400051

CIN: U74999MH2015PLC271288

Phone : 022 26558750 | Email : [contact@beacontrusteeship.co.in](mailto:contact@beacontrusteeship.co.in) | Website : [www.beacontrusteeship.co.in](http://www.beacontrusteeship.co.in)





## 6. NOTICES

6.1 Any notice or document required to be served shall be in writing and shall be delivered to Beacon or the Company by registered or certified mail or by private courier at the address specified below or such other address as may be notified to the other Party from time to time. Any notices or documents served by (i) by e-mail or facsimile shall be deemed to have been served on the date of transmission/dispatch, (ii) private courier shall be deemed to have been served 1 (one) clear business day after it is couriered or (iii) registered post mail shall be deemed to have been served 5 (five) clear business days after it is posted.

6.2 Details for notices are as follows:

**Notices to the Company shall be sent to:**

Address: 06th Floor, IIFL Centre, , Kamala Mills Compound, Lower Parel, Mumbai-400013, Maharashtra

Attention: Mr. Niraj Murarka

Contact: 9820703058

E-mail: jay.gandhi@360.one

**Notices to Beacon shall be sent to:**

Address: 7 A & B, Siddhivinayak Chambers, Opp. MIG Cricket Club, Gandhi Nagar, Bandra East, Mumbai 400051.

Attention: Mr. Kaustubh Kulkarni

Contact: 022-26558759

E-mail: compliance@beacontrustee.co.in

## 7. VARIATION

No variation of this Letter shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## 8. PANDEMIC/FORCE MAJEURE/ANY UNCERTAIN EVENT

In case of pandemic or force majeure or any uncertain event, kindly note that Trustee fees shall still be payable. In case our trusteeship fees is not paid within stipulated timelines, then we have right to inform any agencies regarding our outstanding.

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**BEACON TRUSTEESHIP LTD.**

Regd & Corporate Office : 7A & B Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra East (E),  
Mumbai - 400051

CIN: U74999MH2015PLC271288

Phone : 022 26558759 | Email : contact@beacontrustee.co.in | Website : www.beacontrustee.co.in



महाराष्ट्र MAHARASHTRA

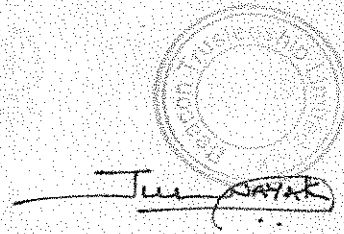
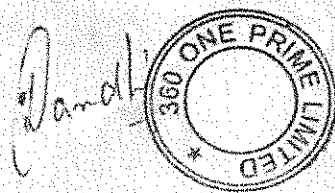
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CM 120558

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९९  
14 MAY 2024  
सक्षम अधिकारी

श्रीमती लता सांगळे

This stamp paper forms an integral part of the  
Debenture Trustee Agreement executed at Mumbai on  
24<sup>th</sup> June, 2024 between 360 One Prime Limited and  
Beacon Trusteeship Limited.



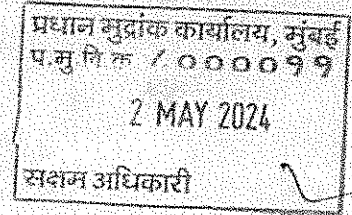
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महाराष्ट्र MAHARASHTRA

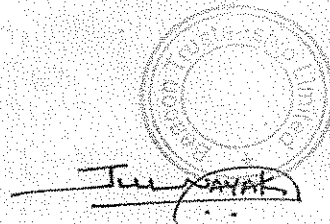
2024

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श्रीमती लता सांगळे

This stamp paper forms an integral part of the  
Debiture Trustee Agreement executed at Mumbai on  
24<sup>th</sup> June, 2024 between 360 One Prime Limited  
and Beacon Trusteeship Limited.





**DEBENTURE TRUSTEE AGREEMENT**

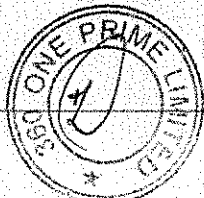
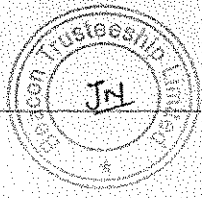
**Dated June 24, 2024**

**BETWEEN**

**360 ONE PRIME LIMITED**  
**(formerly known as IIFL Wealth Prime Limited)**  
**AS THE COMPANY/ISSUER**

**AND**

**BEACON TRUSTEESHIP LIMITED**  
**AS THE DEBENTURE TRUSTEE**

Company/Issuer	Debenture Trustee
	

## DEBENTURE TRUSTEE AGREEMENT

This Debenture Trustee Agreement ("Agreement") is made at Mumbai on this 24<sup>th</sup> day of June, 2024;

### BETWEEN

**360 ONE PRIME LIMITED** (formerly known as **IIFL Wealth Prime Limited**) (erstwhile IIFL Wealth Prime Limited), a company incorporated under the erstwhile Companies Act, 1956 (1 of 1956) and now governed by the Companies Act, 2013 and having its Corporate Identity Number **U65990MH1994PLC080646** and having its Registered Office at 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai - 400013 and Office at IIFL Wealth, Ground Floor, Prius Platinum, Saket District Centre, New Delhi - 110017 (hereinafter referred to as the "**Company/Issuer**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **ONE PART**;

### AND

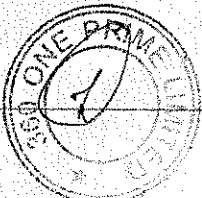
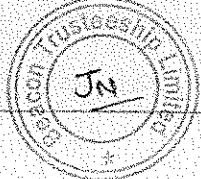
**BEACON TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 2013, having corporate identity number **U74999MH2015PLC271288** and its registered office at 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India, 400051 and registered with the Securities Exchange Board of India as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors in office and permitted assigns) of the **OTHER PART**;

The Issuer and the Debenture Trustee shall be individually referred to as a "**Party**" and collectively as "**Parties**".

The words and expressions beginning with capital letters and defined in this Agreement have the meaning ascribed to them herein, and the words and expressions used in this Agreement and not defined herein but defined in the Disclosure Document shall, unless repugnant to the context hereof, have the meaning ascribed to them in the Disclosure Document.

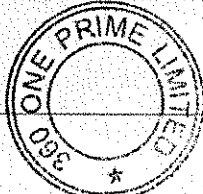
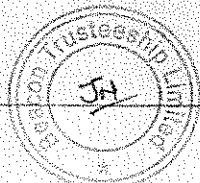
### WHEREAS

- A. The Issuer is a Middle layer Non-Banking Financial Company ("NBFC-ML"). The Company offers broad suite of financial products such as loan against securities, loan against property, etc. to Corporate and High Net Worth clients. The Company has received a Composite Corporate Agency License from Insurance Regulatory & Development Authority of India having a valid certificate of registration dated March 10, 2023(bearing

Company/Issuer	Debenture Trustee
	

Registration No. CA0466 and is eligible to procure business under Life, Health and General Insurance categories.

- B. The Issuer is proposing to issue 1,00,000 Listed, Rated, Secured, Redeemable, Non-Convertible Debentures (including market linked debentures) each having a face value of INR 1,00,000/- (Indian Rupees One Lakh only) of the aggregate nominal value up to INR 1,000 crore (Indian Rupees One Thousand Crore Only) in one or more tranches ("Debentures"), in dematerialised form on a private placement basis to certain identified investors ("Issue") in terms of the placement memorandum or a general information document or a key information document as may be issued to identified investors in terms of Debt Regulations ("Disclosure Document") for onward lending, financing / refinancing the existing indebtedness of the Company, and/or debt servicing (payment of interest and/or repayment / prepayment of interest and principal of existing borrowings of the Company) / for the general corporate purposes as may be more specifically mentioned in the Disclosure Document. The Issuer is proposing to undertake the Issue pursuant to the provisions of the Securities Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time ("Debt Regulations"), relevant provisions of the Companies Act, 2013, as amended ("Companies Act") and subject to compliance with the applicable laws in India issued by the Government of India or any other regulatory authority in this regard, and resolution passed by the Board of Directors of the Issuer on November 28, 2023 and as amended from time to time *inter alia* authorising the present borrowing of funds by way of issue of Debentures and resolution dated February 28, 2020 passed by the shareholders of the Issuer approving the issuance of Debentures.
- C. The Issuer shall have the Debentures listed with BSE Limited in accordance with the SEBI Debt Regulations, as amended from time to time within the timeline stipulated in the Disclosure Document.
- D. The Issuer shall utilise the proceeds of the issue as mentioned in the Disclosure Document.
- E. The Issuer agrees and confirms that the purpose of the issue is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management or is an associate.
- F. Pursuant to the provisions of the Companies Act read with SEBI Debt Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI Listing Regulations") and the Securities and Exchange Board of India (Debenture Trustees) Regulations 1993, as amended from time to time ("Debenture Trustees Regulations"), the Issuer is required to appoint a debenture trustee acting for and on behalf of and for the benefit of the holders of the Debentures from time to time ("Debenture Holders").

Company/Issuer	Debenture Trustee
	

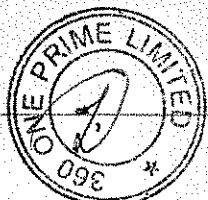
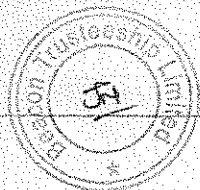


- G. The Debenture Trustee is registered with the Securities and Exchange Board of India as a debenture trustee under the Debenture Trustees Regulations and has a valid and subsisting registration vide a certificate of registration bearing certificate no. IND000000569 to act as a Debenture Trustee and that the aforesaid certificate is permanently valid, unless suspended or cancelled by SEBI. The Debenture Trustee shall immediately inform the Company if its registration is cancelled, suspended or withheld. Accordingly, the Company has approached Beacon Trusteeship Limited to act as the Debenture Trustee for the Debenture Holders. The Debenture Trustee hereby confirms that it is validly registered with SEBI as a debenture trustee under the Debenture Trustee Regulations.
- H. The Issuer has approached the Debenture Trustee to act as the debenture trustee for the benefit of the Debenture Holders and the Debenture Trustee agreed to act as the debenture trustee for the benefit of the debenture holders on the terms and conditions agreed upon and hereinafter set out.
- I. The detailed terms and conditions in relation to the rights, duties and obligations of the Debenture Trustee, shall be more specifically set out in the debenture trust deed ("**Debenture Trust Deed**"), to be entered into by the Company and the Debenture Trustee which shall be specifically in terms of SH-12 and the Disclosure Document.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

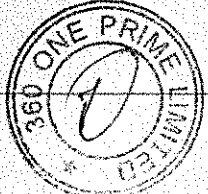
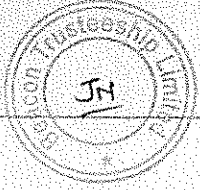
Capitalised words and expressions used but not defined herein and defined in the Bond/ Debenture Trust Deed (as defined hereinafter) shall have the meaning respectively assigned to such words and expressions therein.

1. The Issuer hereby appoints the Debenture Trustee to act as the debenture trustee for the Debenture Holders and the Debenture Trustee hereby agrees to act as the debenture trustee in trust for, on behalf of and for the benefit of the Debenture Holders and for purposes related thereto vide the offer letter 50158/CL/MUM/24-25/DEB/5 dated April 04,2024 as may be amended from time to time ("**Engagement Letter**") and in accordance with the provisions of the Transaction Documents. The Issuer shall enter into a Debenture Trust Deed and such other documents as may be required from time to time in relation to the Debentures.
2. The Issuer shall disclose the consent of the Debenture Trustee in the Disclosure Document and shall execute Debenture Trust Deed in terms of the Companies Act, 2013 and other applicable laws/regulations within the time as specified under the Act. The Company shall also execute other necessary documents as may be required under the Disclosure Document.
3. Further, the Issuer shall execute the Debenture Trust Deed, which shall consist of two parts: Part A containing statutory/standard information pertaining to the debt issue inter alia consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the

Company/Issuer	Debenture Trustee
	

Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the particular debt issue.

4. As the Debentures are to be secured under the terms of Section 71 of the Companies Act, the Company shall create security, by way of hypothecation over all present and future business receivables of the company pertaining to Capital Market business including receivables from current assets and investment related to capital market (excluding cash and bank balances and non-capital market assets viz. LAP receivables against debt securities), on pari passu basis.
5. As the Debentures are to be secured, the Company shall create/ procure to create the Security with minimum security cover of at least 1 (one) time or higher of the outstanding Debentures and on such terms and conditions as mentioned in the Disclosure Document and execute the Debenture Trust Deed and other necessary security documents for Debentures as approved by the Debenture Trustee, prior to filing of the application for listing of the Debentures, in accordance with the extant Debt Listing Regulations. The securities so created pursuant to the security documents shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository or any other institution, as applicable, within 30 (thirty) days of creation.
6. The Issuer shall pay to the Debenture Trustee so long as it holds the office of the Debenture Trustee, remuneration and all reasonable costs, charges, legal, travelling and reimbursement of expenses as set out in the Engagement Letter, for its services as the Debenture Trustee (hereinafter referred to as the "**Debenture Trustee Fees**"). Arrears of installments of annual service charges, if any, shall carry interest at the rate of 12 per cent per annum) if unpaid for 45 (forty-five) days of the bill date till the actual payment, which shall be payable on the footing of compound interest. In case of Default, all activity related to invocation of Security/ (ies) and/or enforcement of collateral will entail separate fees of Debenture Trustee and will be borne by the Company. Additionally, in case of litigation/enforcement and such fees will be borne by the Company. If the Company is unable to pay the fees at the time of Enforcement, the same will need to be borne by Debenture Holders / Lender / Investor / Beneficiary.
7. The Company and the Debenture Trustee, as the case may be, shall comply with the provisions of the Debenture Trustee Regulations, Debt Regulations, SEBI Listing Regulations, the Companies Act, SEBI Master Circular for Debenture Trustees bearing reference no. SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 as may be amended or modified from time to time ("**SEBI DT Master Circular**") and SEBI Circular No. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as may be amended ("**SEBI Master Circular**") other applicable provisions, rules, regulations and relevant circulars, notifications issued by any governmental or regulatory authorities from time to time and the Company agrees to furnish to the Debenture Trustee necessary information in terms of the aforesaid regulations on a regular basis.

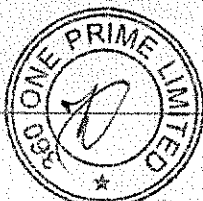
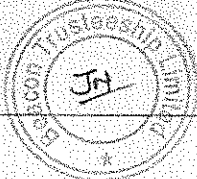
Company/Issuer	Debenture Trustee
	



8. The Issuer confirms that the requisite disclosures as required under the SEBI Listing Regulations and the Debt Regulations and any other applicable laws, will be made in the Disclosure Document including but not limited to statutory and other regulatory disclosures.
9. The Issuer shall comply with the provisions of the Debt Regulations, the SEBI Listing Regulations and relevant provisions of the Companies Act, rules, regulations and guidelines, circulars made thereunder as amended from time to time and agrees to furnish to the Debenture Trustee such information as may be required in terms of the Companies Act and the Debenture Trust Deed on a regular basis.
10. The Issuer hereby declares and confirms that the Issuer or the person in control of the Issuer, or its promoter has not been restrained or prohibited or debarred by the Securities and Exchange Board of India ("SEBI") from accessing the securities market or dealing in securities.
11. The Issuer agrees and confirms that the purpose of the issue of Debentures is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management.
12. The Debenture Trustee confirms that it is eligible to act as a Debenture Trustee for the Issue in terms of Section 71 of the Companies Act and Regulation 13 of the Debenture Trustee Regulations. The Debenture Trustee further confirms that it is not disqualified to be appointed as the debenture trustee to the Issue due to any reasons specified under Rule 18(2) of the Companies (Share Capital and Debentures) Rules, 2014.
13. The Company undertakes to keep the application money / issue proceeds in escrow account till the security is created. In the event the Company fails to execute the Debenture Trust Deed within the timelines prescribed as per the applicable provisions of law, the Company shall pay interest of at least 2 % (two percent) per annum to the debenture holder, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed. Further, the Debenture Trustee does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by the Subscriber/Debenture Holders for the Debentures.

**14. Documents required to be submitted prior to or simultaneously with execution of this Agreement:**

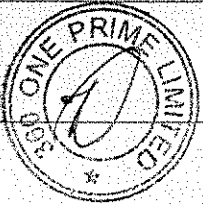
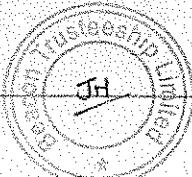
The terms of this Agreement shall be effective only upon the submission by the Issuer of the requisite information, representations, confirmations and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the applicable laws including in connection with the issuance and allotment of the Debentures, verification of the security / contractual comforts and the

Company/Issuer	Debenture Trustee
	

required asset cover for the Debentures, which is undertaken by the Issuer to be submitted simultaneously with or prior to the execution of this Agreement. The terms of this Agreement shall be in force till all the moneys in respect of the Debentures have been fully paid-off or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed. Without prejudice to the aforesaid, the Company shall provide all the information and documents as may be required by the Debenture Trustee.

**15. Terms of carrying out due diligence:**

- (i) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Disclosure Documents and the applicable laws, have been obtained. Prior to appointment of any agents /advisors/consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents/ advisors/ consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction.
- (ii) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Company or any third party security provider for securing the Debentures, are registered / disclosed.
- (iii) Further, in the event that existing charge holders or the concerned trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Issuer to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.
- (iv) The Debenture Trustee shall have the power to either independently appoint, or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee as may be required under Applicable Law. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.

Company/Issuer	Debenture Trustee
	

- (v) The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws including in connection with verification of the security / contractual comforts and the required security cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Company shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as may be required by the Debenture Trustee.
- (vi) Following are the documents which shall be required by the Debenture Trustee for the purpose of conducting Due Diligence:
- ROC Search Report by a Professional Company Secretary/Practising Chartered Accountant
  - CERSAI Search Report to be conducted by the Debenture Trustee
  - Asset cover Certificate from the Empanelled Chartered Accountant
  - Undertaking from Issuer for the issuance of "Annexure A"
  - Any other documents as may be required by the Debenture Trustee for conducting Due Diligence.
16. The Issuer shall *inter-alia* furnish / shall have furnished to the Debenture Trustee the following documents and complete the following actions:
- Disclosure Document in relation to the Issue;
  - The necessary corporate authorisations including board resolution(s);
  - memorandum of association and articles of association;
  - letters from the Credit Rating Agency regarding the ratings accorded to the Debentures;
  - This Agreement;
  - Chartered Accountant Certificate on Security Coverage Ratio of assets offered as Security to the Debenture Holders.
  - Security Cover Certificate form a statutory auditor/ an independent chartered accountant
  - In principle approval for listing of NCDs from Stock Exchange;
  - Details of the depository with whom the Debentures are held in dematerialised form;
  - Latest annual report of the Issuer;
  - The Debenture Trust Deed;
  - Information to be submitted to Stock Exchange as required by the SEBI Listing Regulation, SEBI Debt Regulations and any other SEBI Guidelines /circulars within the timelines specified therein;

Company/Issuer	Debenture Trustee
	



- (xiii) Details of recovery expenses fund created by the Issuer in terms of the Regulation 15(1) (h) of the Debenture Trustee Regulations and SEBI DT Master Circular in the manner as prescribed by SEBI from time to time;
- (xiv) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the asset cover and security cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of security for the debentures, if any, debenture redemption reserve and recovery expense fund;
- (xv) Statutory auditor's certificate for utilization of funds/issue proceeds as per SEBI Guidelines;
- (xvi) Evidence of filing of a return of allotment of securities under Form No. PAS-3 under Section 42 of the Companies Act, read with Rule 14(4) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the Registrar of Companies ("ROC") within 15 (fifteen) days of the Deemed Date of Allotment along with a list of the Debenture holders and with the prescribed fee;
- (xvii) Confirmation/proofs of payment of interest and principal made to the Debenture Holders on the relevant due dates;
- (xviii) Periodical reports/ information on quarterly/ half-yearly/ annual basis as required under the applicable law;
- (xix) Bank account details of the Issuer along with copy of pre-authorisation letter issued by Company to it's banker in relation to the payment of redemption amount;
- (xx) Acknowledgement of filing Disclosure Documents with the Stock Exchange/ Registrar of Companies
- (xxi) Listing and trading permission from the Stock Exchange;
- (xxii) Beneficiary position reports as provided by the registrar; and
- (xxiii) Such other documents as may be reasonably required by the Debenture Trustee in accordance with the compliance checklist having reference no. 54296/BTL/OPR/24-25 dated June 21, 2024 within the prescribed timeline. If compliance documents are not provided by the Company as per compliance checklist having reference no. 54296/BTL/OPR/24-25 dated June 21, 2024 within the prescribed timeline, the Debenture Trustee shall be entitled to waive off from its responsibilities falling under this transaction and towards Debenture Holders.

## 17. CONFIRMATION AND DECLARATION

- (i) The Issuer hereby declares and confirms that the Issuer or the person(s) in control of the Issuer, or its promoter(s) have not been restrained or prohibited or debarred by the Securities Exchange Board of India from accessing the securities market or dealing in securities.

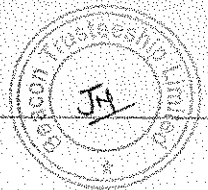
Company/Issuer	Debenture Trustee
	

- (ii) The Issuer confirms that all necessary disclosures shall be made in the Disclosure Document including but not limited to statutory and other regulatory disclosures.
  - (iii) The Debenture Trustee *ipso facto* does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by the subscribers to the Debentures.
  - (iv) The Issuer hereby declares and confirms that it has given an undertaking in the Disclosure Document that assets on which charge is created are free from encumbrances and if assets are already charged to secure debt, the permissions or consent, if required to create *pari passu* charge on the assets of the Issuer has been obtained from existing creditors.
  - (v) The Issuer hereby agrees and undertakes to comply with all regulations / provisions of the Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of Debentures till redemption.
  - (vi) The Issuer hereby agrees and undertakes to pay the applicable stamp duty in relation to the Issue.
18. The Issuer undertakes that it shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture Holder. Further, the Issuer hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.

**19. INDEMNITY CLAUSE:**

The Debenture Trustee has agreed to undertake its obligation as the debenture trustee relying solely on the accuracy of the information and documents as provided by the Company. Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company ("**Indemnifying Party**") shall indemnify and agree to hold the Debenture Trustee, or any of its directors, officers, employees, (each an "**Indemnified Party**") indemnified to the fullest extent permitted by applicable laws, from and against any and all losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party (collectively, "**Losses**") arising in connection with or as a result of:

- (i) Any representations or warranties of the Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being breached by such Indemnifying Party;

Company/Issuer	Debenture Trustee
	

- (ii) Any incorrect or inaccurate or misleading information disclosed by the Company pursuant to this Agreement;
- (iii) Any non-compliance, with the provisions of this Agreement.

The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have under law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. The indemnification clause shall survive the termination of this Agreement.

**20. THE COMPANY FURTHER SHALL ENSURE THAT:**

All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are mentioned in the Disclosure Document; and

It is specifically agreed between the Debenture Trustee and the Company that in case of any repugnancy, inconsistency or where there is a conflict between the terms in the Disclosure Document and the provisions contained in the Debenture Trust Deed, the provisions contained in the Disclosure Document shall prevail.

**21. AUTHORIZATION AND CONSENTS**

All actions (including corporate actions), conditions and things required to be taken, fulfilled and done (including the obtaining of any consents (if applicable) by the Issuer in order to (a) enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement, (b) ensure that those obligations are legally binding and enforceable, and (c) make this Agreement admissible in evidence in the courts of India, have been taken, fulfilled and done in strict compliance with all applicable laws and regulations.

**22. BENEFIT OF AGREEMENT**

This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns of each Party.

**23. CONFIDENTIALITY**

- (i) The information received by any of the Parties to this Agreement relating to the other Party and the existence of this Agreement itself (hereinafter referred to as "Confidential Information") shall be kept in the strictest confidence and shall not be divulged or disclosed to any person, other than such of the directors, officers, employees, advisors and accountants of the recipient Party on a need to know basis in accordance with the intent and purpose of this Agreement, provided always that each

Company/Issuer	Debenture Trustee
	



such person to whom Confidential Information is disclosed shall have been made aware of its confidential nature and of the terms of this Agreement prior to such disclosure by the disclosing Party expressly marking or stating as confidential such Confidential Information and each such person to whom the Confidential Information is disclosed shall also keep the same in the strictest confidence and shall not divulge or disclose the same to any other person.

(ii) The restriction set forth in Sub Clause (i) herein shall not apply to any part of the Confidential Information, which:

- (a) is at the time of disclosure to the recipient Party, or thereafter, becomes part of the public domain, other than as a result of the acts or omissions of the recipient Party, its directors, officers or employees; or
- (b) is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by applicable law or by any other regulatory authority; or
- (c) is required to be disclosed by the Issuer or the Debenture Trustee to the Debenture Holders or to a rating agency or any other third party pursuant to the terms of the Debenture Trust Deed or other documents executed pursuant thereto.

#### 24. GOVERNING LAW AND JURISDICTION

- (i) This Agreement shall be governed by and construed in accordance with the laws of India.
- (ii) The Parties agree that the courts at Mumbai, India shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Documents and that accordingly, any suit, action or proceedings arising out of or in connection with the Transaction Documents may be brought in such courts.
- (iii) This Clause 17 shall survive the termination of this Agreement.

#### 25. WAIVER

No failure by any Party to exercise, nor any delay by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy, prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by and available under applicable law or the Debenture Trust Deed or the other documents executed pursuant thereto. No notice to or demand on any Party in any case shall entitle that

Company/Issuer	Debenture Trustee
	

Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the other Party to any other or further action in any circumstances without notice or demand.

## 26. COMMUNICATIONS

- (i) Any notice, demand, communication or other request (individually, a "Notice") to be given or made under this Agreement shall be in writing. Such Notice shall be delivered by hand, registered mail/speed post (postage prepaid), recognized overnight courier service or facsimile to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by 5 (five) days' prior written Notice. Provided however, that in case of a Notice delivered by facsimile, the Party delivering such Notice shall also deliver a copy of the same by hand, registered mail/speed post (postage prepaid), recognized overnight courier service.
- (ii) Notice by the Parties to each other and the Debenture Holders shall be deemed to be effectively given and received upon delivery in person, or 1 (one) Business Day after delivery by overnight courier service, if sent for next business day delivery, or by facsimile transmission with sender's acknowledgment of transmission receipt, or 5 (five) Business Days after deposit via certified or registered mail / speed post (postage prepaid), return receipt requested, in each case addressed as below:

### Issuer

Address: 360 ONE Center, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400013,  
Attention: Mr. Niraj Murarka  
Telephone: +91 8879007480  
Email: [treasuryops@360.one](mailto:treasuryops@360.one)

### Debenture Trustee

Address: 5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051s  
Attention: Mr. Kaustubh Kulkarni  
Telephone: 022 46060278  
Email: [compliance@beacontrustee.co.in](mailto:compliance@beacontrustee.co.in)

## 27. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to the Debenture Trustee shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

Company/Issuer	Debenture Trustee
	

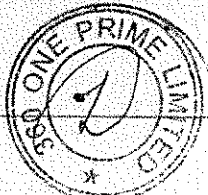
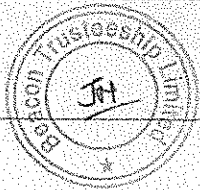


**28. PARTIAL INVALIDITY**

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

**29. FURTHER ASSURANCES**

The Parties hereby agree to execute and do such further documents, assurances, deeds, acts or things as may be necessary to give full effect to the provisions herein contained.

Company/Issuer	Debenture Trustee
	

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by the within  
named 360 ONE PRIME LIMITED  
being the Issuer above named by the hand of

Jay Gandhi  
an authorized representative of the Issuer.

For 360 ONE PRIME LIMITED

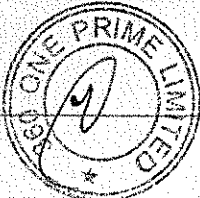
Jay Gandhi  
Authorised Signatory

SIGNED AND DELIVERED by the within  
named BEACON TRUSTEESHIP  
LIMITED in its capacity as the Debenture  
Trustee by the hand of

J. N. Nayak  
an authorized representative of the Debenture  
Trustee.

For Beacon Trusteeship Limited

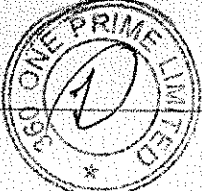
J. N. Nayak  
Authorised Signatory

Company/Issuer	Debenture Trustee
	

ANNEXURE 1

Copy of Engagement Letter issued to Beacon Trusteeship Limited

*[Attached Separately]*

Company/Issuer	Debenture Trustee
	



### ANNEXURE III – DETAILS OF THE CREDIT RATING ICRA



Ref: ICRA/360 One Prime Limited/09012025/3

Date: January 09, 2025

Mr. Niraj Murarka  
Head Credit Risk and Treasury  
360 One Prime Limited  
360 ONE Centre, Kamala City, Senapati Bapat Marg,  
Lower Parel (West), Mumbai – 400013

Dear Sir,

Re: ICRA's credit rating for below instruments of 360 One Prime Limited

Please refer to your request dated January 03, 2025 requesting ICRA Limited to revalidate the rating letter issued for the below mentioned instruments.

We confirm that the following ratings of the instruments rated by ICRA and last communicated to you vide our letter dated **September 09, 2024** stands valid.

Instrument	Rated Amount (Rs. crore)	Rating Outstanding
Non-Convertible Debentures	1,000.00	[ICRA]AA(Stable)

The other terms and conditions for the rating of the aforementioned instrument shall remain the same as communicated vide our letter Ref: ICRA/360 One Prime Limited/09092024/5 dated **September 09, 2024**.

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold long term debt/non-convertible debenture to be issued by you.

In line with SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-3/P/CIR/2024/160 dated November 18, 2024, issuers are encouraged to utilize the penny-drop verification service as provided by banks. This measure is intended to prevent payment failures when disbursing principal and/or interest to respective investors or debenture holders.

Penny-drop verification serves as an efficient method for confirming the bank account details of persons designated to receive payments. Once an account has been verified through this facility, it can be used for subsequent transactions related to interest and principal payments, thereby ensuring successful remittance and avoiding failure. We look forward to further strengthening our existing relationship and assure you of our best services.

With kind regards,  
Yours sincerely,  
For ICRA Limited

**ANIL  
GUPTA** Digitally signed  
by ANIL GUPTA  
Date: 2025.01.09  
15:13:52 +05'30'

Anil Gupta  
Senior Vice President  
[anilg@icraindia.com](mailto:anilg@icraindia.com)

#### Annexure

#### LIST OF ALL INSTRUMENT RATED (WITH AMOUNT OUTSTANDING)

ISIN	Instrument Name	Amount Rated (Rs. crore)	Current Rating and Outlook
Not Placed^	NCD programme	1,000.00	[ICRA]AA (Stable)
	<b>Total</b>	<b>1,000.00</b>	



Ref: ICRA/360 One Prime Limited/09012025/5  
Date: January 09, 2025

Mr. Niraj Murarka  
Head Credit Risk and Treasury  
360 One Prime Limited  
360 ONE Centre, Kamala City, Senapati Bapat Marg,  
Lower Parel (West), Mumbai – 400013

Dear Sir,

Re: ICRA's credit rating for below instruments of 360 One Prime Limited

Please refer to your request dated January 03, 2025 requesting ICRA Limited to revalidate the rating letter issued for the below mentioned instruments.

We confirm that the following ratings of the instruments rated by ICRA and last communicated to you vide our letter dated **September 09, 2024** stands valid.

Instrument	Rated Amount (Rs. crore)	Rating Outstanding
Non-Convertible Debentures	1,500.00	[ICRA]AA(Stable)

The other terms and conditions for the rating of the aforementioned instrument shall remain the same as communicated vide our letter Ref: ICRA/360 One Prime Limited/09092024/4 dated **September 09, 2024**.

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold long term debt/non-convertible debenture to be issued by you.

In line with SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-3/P/CIR/2024/160 dated November 18, 2024, issuers are encouraged to utilize the penny-drop verification service as provided by banks. This measure is intended to prevent payment failures when disbursing principal and/or interest to respective investors or debenture holders.

Penny-drop verification serves as an efficient method for confirming the bank account details of persons designated to receive payments. Once an account has been verified through this facility, it can be used for subsequent transactions related to interest and principal payments, thereby ensuring successful remittance and avoiding failure.

We look forward to further strengthening our existing relationship and assure you of our best services.

With kind regards,  
Yours sincerely,  
For ICRA Limited

**ANIL GUPTA**  
Digitally signed  
by ANIL GUPTA  
Date:  
2025.01.09  
15:19:12 +05'30'

Anil Gupta  
Senior Vice President  
[anilg@icraindia.com](mailto:anilg@icraindia.com)



## Annexure

## LIST OF ALL INSTRUMENT RATED (WITH AMOUNT OUTSTANDING)

ISIN	Instrument Name	Amount Rated (Rs. crore)	Current Rating and Outlook
INE248U07DR0*	NCD Programme	254.29	[ICRA]AA (Stable)
INE248U07DR0^	NCD Programme	499.17	[ICRA]AA (Stable)
INE248U07EG1	NCD programme	41.50	[ICRA]AA (Stable)
INE248U07EG1	NCD programme	10.00	[ICRA]AA (Stable)
INE248U07EY4	NCD programme	150.00	[ICRA]AA (Stable)
INE248U07FQ7	NCD programme	50.00	[ICRA]AA (Stable)
INE248U07FR5	NCD programme	50.00	[ICRA]AA (Stable)
Not Placed	NCD programme	445.04	[ICRA]AA (Stable)
	<b>Total</b>	<b>1,500.00</b>	

\*Instrument redeemed but yet to be withdrawn, ^Instrument partly redeemed and current outstanding is Rs. 301.4 crore, Instrument yet to be withdrawn



Ref: ICRA/360 One Prime Limited/09012025/6

Date: January 09, 2025

Mr. Niraj Murarka  
Head Credit Risk and Treasury  
360 One Prime Limited  
360 ONE Centre, Kamala City, Senapati Bapat Marg,  
Lower Parel (West), Mumbai – 400013

Dear Sir,

Re: ICRA's credit rating for below instruments of 360 One Prime Limited

Please refer to your request dated January 03, 2025 requesting ICRA Limited to revalidate the rating letter issued for the below mentioned instruments.

We confirm that the following ratings of the instruments rated by ICRA and last communicated to you vide our letter dated **September 09, 2024** stands valid.

Instrument	Rated Amount (Rs. crore)	Rating Outstanding
Non-Convertible Debentures	1,500.00	[ICRA]AA(Stable)

The other terms and conditions for the rating of the aforementioned instrument shall remain the same as communicated vide our letter Ref: ICRA/360 One Prime Limited/09092024/4 dated **September 09, 2024**.

The rating, as aforesaid, however, should not be treated as a recommendation to buy, sell or hold long term debt/non-convertible debenture to be issued by you.

In line with SEBI Circular No. SEBI/HO/DDHS/DDHS-PoD-3/P/CIR/2024/160 dated November 18, 2024, issuers are encouraged to utilize the penny-drop verification service as provided by banks. This measure is intended to prevent payment failures when disbursing principal and/or interest to respective investors or debenture holders.

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We look forward to further strengthening our existing relationship and assure you of our best services.

With kind regards,  
Yours sincerely,  
For ICRA Limited

**ANIL  
GUPTA** Digitally signed  
by ANIL GUPTA  
Date:  
2025.01.09  
15:20:35 +05'30'

Anil Gupta  
Senior Vice President  
[anilg@icraindia.com](mailto:anilg@icraindia.com)



## Annexure

## LIST OF ALL INSTRUMENT RATED (WITH AMOUNT OUTSTANDING)

ISIN	Instrument Name	Amount Rated (Rs. crore)	Current Rating and Outlook
INE248U07EZ1	NCD Programme	50.00	[ICRA]AA (Stable)
INE248U07EZ1	NCD Programme	35.00	[ICRA]AA (Stable)
INE248U07EZ1	NCD Programme	100.00	[ICRA]AA (Stable)
INE248U07FA1	NCD Programme	400.00	[ICRA]AA (Stable)
INE248U07FA1	NCD Programme	100.00	[ICRA]AA (Stable)
INE248U07FB9	NCD Programme	100.00	[ICRA]AA (Stable)
INE248U07FC7	NCD Programme	50.00	[ICRA]AA (Stable)
INE248U07FO2	NCD Programme	190.00	[ICRA]AA (Stable)
INE248U07FN4	NCD programme	200.00	[ICRA]AA (Stable)
Not Placed	NCD programme	275.00	[ICRA]AA (Stable)
	<b>Total</b>	<b>1,500.00</b>	



**CONFIDENTIAL**RL/IIWEFL/350939/NCD/1224/104490/168551620  
December 17, 2024

**Mr. Niraj Murarka**  
Head- Credit Risk and Treasury  
**360 One Prime Limited**  
IIFL Wealth Finance Limited  
6th floor, IIFL Centre Kamla city  
Senapati Bapat Marg,  
Lower Parel  
Mumbai City - 400013  
9820703058

Dear Mr. Niraj Murarka,

**Re: CRISIL rating on the Rs. 500 Crore Non Convertible Debentures of 360 One Prime Limited.**

All ratings assigned by CRISIL Ratings are kept under continuous surveillance and review.

Please refer to our rating letter dated November 22, 2024 bearing Ref. no: RL/IIWEFL/350939/NCD/1124/102977/168551620

Rating outstanding on the captioned debt instruments is "CRISIL AA/Stable" (pronounced as "CRISIL double A rating" with Stable outlook). Securities with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such securities carry very low credit risk..

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL Ratings will be necessary.

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

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

Should you require any clarifications, please feel free to contact us.

With warm regards,

Yours sincerely,

Subha Sri Narayanan  
Director - CRISIL Ratings

Nivedita Shibu  
Director - CRISIL Ratings



**Disclaimer:** A rating by CRISIL Ratings reflects CRISIL Ratings' current opinion on the likelihood of timely payment of the obligations under the rated instrument, and does not constitute an audit of the rated entity by CRISIL Ratings. Our ratings are based on information provided by the issuer or obtained by CRISIL Ratings from sources it considers reliable. CRISIL Ratings does not guarantee the completeness or accuracy of the information on which the rating is based. A rating by CRISIL Ratings is not a recommendation to buy / sell or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. CRISIL Ratings has a practice of keeping all its ratings under surveillance and ratings are revised as and when circumstances so warrant. CRISIL Ratings is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of its ratings. CRISIL Ratings' criteria are available without charge to the public on the web site, [www.crisilratings.com](http://www.crisilratings.com). CRISIL Ratings or its associates may have other commercial transactions with the company/entity. For the latest rating information on any instrument of any company rated by CRISIL Ratings, please visit [www.crisilratings.com](http://www.crisilratings.com) or contact Customer Service Helpdesk at [CRISILratingdesk@crisil.com](mailto:CRISILratingdesk@crisil.com) or at 1800-267-1301

**CRISIL Ratings Limited**

A subsidiary of CRISIL Limited, an S&P Global Company  
Corporate Identity Number: U67100MH2019PLC326247

September 13, 2024

## 360 ONE Prime Limited: Ratings reaffirmed; [ICRA]AA (Stable) assigned to NCD programme

### Summary of rating action

Instrument*	Previous Rated Amount (Rs. crore)	Current Rated Amount (Rs. crore)	Rating Action
Long-term fund based	1,500.00	1,500.00	[ICRA]AA (Stable); reaffirmed
Long-term principal protected market linked debenture programme	3,745.58	3,745.58	PP-MLD[ICRA]AA (Stable); reaffirmed
Long-term principal protected market linked debenture programme	381.17	-	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
NCD programme	-	1,000.00	[ICRA]AA (Stable); assigned
NCD programme <sup>1</sup>	1,500.00	1,500.00	[ICRA]AA (Stable); reaffirmed
NCD programme	1,500.00	1,500.00	[ICRA]AA (Stable); reaffirmed
NCD programme	1,500.00	1,500.00	[ICRA]AA (Stable); reaffirmed
Unsecured NCD programme	593.70	593.70	[ICRA]AA (Stable); reaffirmed
Commercial paper programme	2,000.00	2,000.00	[ICRA]A1+; reaffirmed
Commercial paper programme (IPO financing)	1,000.00	1,000.00	[ICRA]A1+; reaffirmed
<b>Total</b>	<b>13,720.45</b>	<b>14,339.28</b>	

\*Instrument details are provided in Annexure I

### Rationale

The ratings for 360 ONE Prime Limited (360 ONE Prime) are based on the consolidated view of 360 ONE WAM Limited (360 One WAM) and its subsidiaries (referred to as 360 ONE/the Group), given the common senior management team and the strong financial and operational synergies among the Group companies.

The ratings factor in 360 ONE's leading market position in the wealth management business, supported by its experienced and stable senior management team. The ratings also consider the Group's comfortable capitalisation and strong profitability. However, the ratings are partly offset by the exposure of net flows, and hence the earnings, to fluctuations in the capital markets.

360 ONE's assets under management and distribution (AUM) stood at Rs. 5.21 lakh crore as on June 30, 2024. The franchisee, built over the years, has helped ensure low client attrition (loss of AUM of 1.4% in FY2024 due to annual client attrition). To reduce the volatility in income on account of transaction/brokerage assets, the management has been focussing on increasing the share of assets with a recurring nature of income (42% of AUM as on June 30, 2024). Supported by the growth in the AUM, the company's profitability has remained strong. The return on equity (RoE) and return on assets (RoA) were strong at 24.5% and 6.1%, respectively, in FY2024 (21.4% and 6.0%, respectively, in FY2023). Despite this, the consolidated gearing has seen an uptick due to the high dividend payout rate.

Apart from borrowing requirements for the lending operations for its wealth clients (undertaken by 360 ONE Prime), borrowings are needed for investments made towards sponsor contributions in alternative investment funds (AIFs) and for working capital, including margins at the stock exchanges. 360 ONE Prime had a loan book of Rs. 6,308 crore as on June 30, 2024 and is backed by the clients' AUM. The top 20 exposures formed 53% of the total loans and 98% of the consolidated net worth as on March 31, 2024. While the company's reliance on its captive client base has reduced, dependence on commercial

<sup>1</sup> Public issue

paper (CP) remained high at 22% of the overall borrowings as on June 30, 2024. Further, the Group's investments in AIFs remained high at 66% of the tangible net worth as on June 30, 2024. ICRA, however, expects that the investments in AIFs shall decline in the medium term and the short-term borrowings will be replaced by longer-term borrowings.

The outlook is Stable as the Group is expected to maintain its strong position in wealth management with the gearing (borrowings/tangible net worth) likely to remain under 3.5 times.

ICRA has withdrawn the rating assigned to 360 ONE Prime's Rs. 381.17-crore Long-term principal protected market linked debenture programme at the company's request and in accordance with ICRA's policy on the withdrawal of credit ratings. There is no amount outstanding against the instrument

## Key rating drivers and their description

### Credit strengths

**Strong market position in wealth management** – The Group offers advisory, asset management, broking and distribution services to high-net-worth individuals (HNIs) and ultra HNIs. Its leading market position is reflected in the AUM of Rs. 4.67 lakh crore as on March 31, 2024 (year-on-year (YoY) growth of 37% from Rs. 3.41 lakh crore as on March 31, 2023). The AUM grew further by 12% on a quarter-on-quarter (QoQ) basis to Rs. 5.21 lakh crore as on June 30, 2024, with strong market performance leading to mark-to-market (MTM) gains. The Group is one of the largest managers of AIFs with AUM of Rs. 40,118 crore as on June 30, 2024 (Rs. 38,313 crore as on March 31, 2024; Rs. 34,770 crore as on March 31, 2023). It has witnessed a transition with the increasing share of annual recurring assets and it had a presence in wealth management in 5 countries with 28 offices, 94 team leaders and 152 relationship managers as on March 31, 2024. While the company was previously focussed on the ultra HNI segment, it has been expanding its reach to the HNI segment. Further, it has acquired ET Money, which focusses on the advisory space targeting clients in the Rs. 10 lakh to Rs. 1 crore segment.

360 ONE Prime is the Group's non-banking financial company (NBFC), which mainly provides loan against securities (LAS) to the clients of the wealth management business. The Group's senior management team has significant experience and expertise in the wealth management business, which has helped it become a leading player in this industry. Apart from the senior management, the relationship managers have average experience of over five years in the Group and overall experience of more than 13 years.

**Comfortable capitalisation; demonstrated ability to raise equity** – The Group's consolidated tangible net worth stood at Rs. 3,031 crore as on June 30, 2024 with a gearing of 3.5 times<sup>2</sup> (basis tangible net worth). On a standalone basis, 360 ONE Prime reported a capital to risk (weighted) assets ratio of 20.7% as on June 30, 2024 (21.2% as on March 31, 2024; 19.8% as of March 31, 2023). The company has demonstrated the ability to raise equity capital from various investors (Rs. 904 crore in FY2016 from General Atlantic and Rs. 745.71 crore in Q1 FY2019 from Amansa, General Atlantic, HDFC Standard Life Insurance, Rimco, Steadview and Ward Ferry), which supported the Group's acquisitions.

The Group's consolidated profitability remains strong with a profit after tax (PAT) of Rs. 804 crore in FY2024 and an RoE of 24.5% (21.4% in FY2023). The cost-to-income ratio<sup>3</sup> increased to 55.6% in FY2024 (48.9% in FY2023) due to the strengthening of the sales team for business growth, expansion of the target segment and higher one-time marketing and promotion expenses. ICRA expects the company's profitability to remain strong, supported by the growth in the AUM. Its annualised RoE was 27.3% in Q1 FY2025.

Given the large AIF investments managed by the Group, it has sizeable AIF investments in its own balance sheet towards sponsor's own contribution as well as in-transit investments held for down-selling to clients. Overall AIF investments increased to 66% of the tangible net worth as on June 30, 2024 from 46% as on March 31, 2023 (64% as on March 31, 2024). Apart from investments in high-yielding credit, the AIFs are largely in the unlisted equity/real estate segment, exposing the on-balance sheet investments to valuation risks. The AIF investments are, however, expected to decline in the medium term with the

<sup>2</sup> Consolidated gearing (excluding collateralised borrowing and lending obligation (CBLO) borrowings) on tangible net worth of 2.9 times

<sup>3</sup> Income includes net gain on fair value changes and other income



redemption of some of the earlier schemes. With the expected reduction of these AIF investments, the low capital intensity of the wealth management business and the moderate growth plans for 360 ONE Prime's loan book, the Group's capitalisation remains comfortable. This is despite the high dividend payout ratio of ~75-80% in the last few years, which can be calibrated, if required, to support growth and keep the leverage within the desired levels.

**Comfortable asset quality** – 360 ONE Prime provides LAS (including loan against AIFs as security) to its clients in the wealth management business and the same is sourced by the wealth relationship managers. The loan book accounted for 1.2% of the wealth management AUM as on June 30, 2024.

360 ONE Prime reported nil gross non-performing advances (GNPAs) on June 30, 2024. While the asset quality remains comfortable, the loan book, which is backed by financial assets, is susceptible to a decline in prices that may lead to an increase in the loan-to-value (LTV) ratios. Although the collateral held by the company against most of its loans is liquid, a part of the same may not be liquid in a few instances, which could impact the asset quality. ICRA derives comfort from the fact that the loan portfolio largely comprises the clients of the wealth management business and the company does not have any aggressive plans to grow its loan portfolio.

### Credit challenges

**Franchisee and reputational risks** – The Group relies on its brand and the franchisee developed over a period for the retention and acquisition of clients. Also, as a fund manager, it manages significant amounts of AUM across funds in its asset management business, leading to risks associated with the underperformance of the underlying investments. Any sustained underperformance may result in reputational damage, which could affect the overall business. Also, the company's ability to retain its relationship managers will be critical for maintaining low client attrition rates. However, ICRA notes that client attrition (in AUM) was low in FY2024 at 1.4% (1.7% in FY2023), while 49% of the team leaders have a vintage for over five years.

**Loan book remains concentrated; high reliance on CP** – 360 ONE Prime's lending operations remain modest with a loan book of Rs. 6,308 crore as on June 30, 2024. Further, the portfolio is largely concentrated on a single product, i.e. LAS to HNI clients. The portfolio is concentrated with the top 20 exposures<sup>4</sup> forming 53% of the total loans and 98% of the consolidated net worth as on March 31, 2024.

Apart from borrowing requirements for the lending operations, borrowings are also needed for investments towards sponsor contributions in AIFs and for working capital, including margins at the stock exchanges. With the changes in the taxation on PP-MLD instruments announced in the Union Budget 2023, incremental PP-MLD borrowings (through the captive client base) reduced to 20% of the overall borrowings as on June 30, 2024 (49% as on March 31, 2023; 24% as on March 31, 2024). The share of CP remained high at ~22% of the consolidated borrowings as on June 30, 2024. CP borrowings partly fund the loan book, AIF investments and the investment book for down-selling to clients. ICRA expects the share of CPs to decline, going forward, as the company looks to raise long-term borrowings and reduce AIF investments.

**Earnings remain exposed to capital market movements and regulatory uncertainties** – The Group's net inflows as well as AUM are exposed to fluctuations in the capital markets, which can impact revenue growth. Further, the revenues are susceptible to regulatory changes such as the regulations for the total expense ratio (TER). The Group's revenues had been impacted in FY2020 by the change in the revenue recognition model, whereby the revenues on distribution were received on a trailing basis even for portfolio management services (PMS) and AIFs. The management is focussing on increasing the share of recurring assets instead of transaction/brokerage assets, which has helped reduce the volatility in income. The Group's strategic shift to the advisory model from the broker model helps in reducing the regulatory uncertainties associated with distribution fees from the manufacturer. However, transaction-based income and other income, which would include MTM gains on the investment book and gains on the down-selling of in-transit investments among others, remained high at 32% of the overall revenues in FY2024 (26% in FY2023).

<sup>4</sup> Excluding loan non-convertible debentures (NCDs)

## Environmental and social risks

The Group's direct exposure to environmental/material physical climate risks is not significant due to the service-oriented nature of its business. While wealth management can be exposed to environmental risks indirectly through the portfolio of assets, such risks are not material for the Group as its portfolio is well-diversified. Further, the investments are typically short-to-medium-term, allowing the Group to adapt and take incremental exposure only to businesses that face relatively fewer downside environmental risks.

Data security and customer privacy are among the key sources of vulnerability in terms of social risk for wealth management institutions as any material lapse could be detrimental to their reputation and invite regulatory censure. The Group has not faced any such lapse over the years, which highlights its sensitivity to such risks. Moreover, the disclosures made by the Group outline the key policies, processes, and investments made by it to mitigate the occurrence of such instances.

## Liquidity position: Adequate

As on July 31, 2024, the Group's consolidated debt repayment obligations stood at Rs. 6,214 crore till January 2025. It has cash and liquid investments of Rs. 3,737 crore and sanctioned but unutilised bank lines of Rs. 100 crore. Moreover, the inflows from the loan book, which has a quarterly put/call option, provide comfort. 360 ONE Prime had positive cumulative mismatches in the less-than-1-year bucket, as on July 31, 2024, and its liquidity position remains adequate.

## Rating sensitivities

**Positive factors** – The ratings could be upgraded if the company shows a sustained performance, in terms of AUM and profitability, through market cycles along with a reduction in the AIFs in relation to the tangible net worth.

**Negative factors** – Pressure on the ratings could arise if there is a material and prolonged erosion in the AUM. A sustained increase in the consolidated tangible gearing beyond 3.5 times and in the AIF investments, in relation to the tangible net worth, would be a negative factor.

## Analytical approach

Analytical Approach	Comments
Applicable rating methodologies	<a href="#">Rating Methodology for Non-banking Finance Companies</a> <a href="#">Policy on Withdrawal of Credit Ratings</a>
Parent/Group support	Not applicable
Consolidation/Standalone	For arriving at the ratings, ICRA has considered the consolidated financials of 360 ONE WAM Limited

## About the company

360 ONE Prime Limited (360 ONE Prime; formerly Chephis Capital Markets Limited) is a 100% subsidiary of 360 ONE WAM (rated [ICRA]AA (Stable)/[ICRA]A1+). It was acquired by 360 ONE in March 2016. After the acquisition, its name was changed to IIFL Wealth Finance Limited in March 2016 (changed to IIFL Wealth Prime Limited in August 2020 and later to 360 ONE Prime Limited in April 2023). The company commenced operations in March 2016. 360 ONE Prime mainly provides loans against securities and property and unsecured loans.

360 ONE Prime's net worth stood at Rs. 1,497 crore as on June 30, 2024. It reported a net profit of Rs. 274 crore on total revenues of Rs. 897 crore in FY2024 compared to Rs. 235 crore and Rs. 672 crore, respectively, in FY2023.

### 360 ONE WAM Limited

360 ONE WAM Limited (erstwhile IIFL Wealth Management Limited), founded in 2008, is one of the largest private wealth management firms in India. It was a part of the IIFL Group with IIFL Holdings Limited (renamed IIFL Finance) holding a majority

stake of 53.3% as on March 31, 2019. After the scheme of arrangement (effective May 2019), the demerger of the wealth business undertaking of IIFL Finance Limited into IIFL Wealth became effective. It was listed on September 19, 2019.

360 ONE's (consolidated – referred to as 360 ONE/the Group) net worth stood at Rs. 3,689 crore as on June 30, 2024. It reported a net profit of Rs. 804 crore on total revenue of Rs. 2,925 crore in FY2024 against Rs. 658 crore and Rs. 2,062 crore, respectively, in FY2023.

#### Key financial indicators (audited)

360 ONE WAM Limited (consolidated)	FY2023	FY2024	Q1 FY2025*
Total revenues	2,062	2,925	936
Profit after tax	658	804	244
Total managed assets	11,192	15,119	NA
Return on managed assets	6.0%	6.1%	NA
Reported gearing (times)	2.19	2.78	2.84
Reported gearing basis tangible net worth (times)	2.71	3.36	3.46
Gross NPA	NIL	NIL	NIL
CRAR	19.8%	21.2%	20.7%

Source: Company, ICRA Research; Amount in Rs. crore; \* Provisional numbers; All ratios as per ICRA's calculations

360 ONE Prime Limited	FY2023	FY2024	Q1 FY2025*
Total revenues	672	897	267
Profit after tax	235	274	79
Total managed assets	7,720	8,133	NA
Return on managed assets	3.2%	3.4%	NA
Reported gearing (times)	4.41	4.63	4.65
Reported gearing basis tangible net worth (times)	4.41	4.62	NA
Gross NPA	NIL	NIL	NIL
CRAR	19.8%	21.2%	20.7%

Source: Company, ICRA Research; Amount in Rs. crore; \* Provisional numbers; All ratios as per ICRA's calculations

**Status of non-cooperation with previous CRA: Not applicable**

**Any other information: None**

## Rating history for past three years

Instrument	Type	Current (FY2025)				Chronology of rating history for the past 3 years					
		Amount Rated (Rs. crore)	Sep 13, 2024	FY2025		FY2024		FY2023		FY2022	
				Date	Rating	Date	Rating	Date	Rating	Date	Rating
Long-term fund based	Long term	1,500.00	[ICRA]AA (Stable)	08-MAY-2024	[ICRA]AA (Stable)	20-SEP-2023	[ICRA]AA (Stable)	27-OCT-2022	[ICRA]AA (Stable)	-	-
				-	-	20-SEP-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	-	-	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-
NCD programme	Long term	1,000.00	[ICRA]AA (Stable)	08-MAY-2024	[ICRA]AA (Stable)	20-SEP-2023	[ICRA]AA (Stable)	12-OCT-2022	[ICRA]AA (Stable)	18-JAN-2022	[ICRA]AA (Stable)
				-	-	20-SEP-2023	[ICRA]AA (Stable)	27-OCT-2022	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-
NCD programme	Long term	1,500.00	[ICRA]AA (Stable)	08-MAY-2024	[ICRA]AA (Stable)	20-SEP-2023	[ICRA]AA (Stable)	12-OCT-2022	[ICRA]AA (Stable)	18-JAN-2022	[ICRA]AA (Stable)
				-	-	20-SEP-2023	[ICRA]AA (Stable)	27-OCT-2022	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-
NCD programme	Long term	1,500.00	[ICRA]AA (Stable)	08-MAY-2024	[ICRA]AA (Stable)	20-SEP-2023	[ICRA]AA (Stable)	12-OCT-2022	[ICRA]AA (Stable)	18-JAN-2022	[ICRA]AA (Stable)
				-	-	20-SEP-2023	[ICRA]AA (Stable)	27-OCT-2022	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-
NCD programme	Long term	1,500.00	[ICRA]AA (Stable)	08-MAY-2024	[ICRA]AA (Stable)	20-SEP-2023	[ICRA]AA (Stable)	12-OCT-2022	[ICRA]AA (Stable)	18-JAN-2022	[ICRA]AA (Stable)
				-	-	20-SEP-2023	[ICRA]AA (Stable)	27-OCT-2022	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-
Commercial paper programme (IPO financing)	Short term	1,000.00	[ICRA]A1+	08-MAY-2024	[ICRA]A1+	20-SEP-2023	[ICRA]A1+	12-OCT-2022	[ICRA]A1+	18-JAN-2022	[ICRA]A1+
				-	-	07-DEC-2023	[ICRA]A1+	27-OCT-2022	[ICRA]A1+	-	-
				-	-	29-FEB-2024	[ICRA]A1+	07-MAR-2023	[ICRA]A1+	-	-

Instrument	Current (FY2025)					Chronology of rating history for the past 3 years					
	Type	Amount Rated (Rs. crore)	Sep 13, 2024	FY2025		FY2024		FY2023		FY2022	
				Date	Rating	Date	Rating	Date	Rating	Date	Rating
Long-term principal protected market linked debenture programme	Long term	3,745.58	PP-MLD[ICRA]AA (Stable)	08-MAY-2024	PP-MLD[ICRA]AA (Stable)	20-SEP-2023	PP-MLD[ICRA]AA (Stable)	12-OCT-2022	PP-MLD[ICRA]AA (Stable)	18-JAN-2022	PP-MLD[ICRA]AA (Stable)
				-	-	07-DEC-2023	PP-MLD[ICRA]AA (Stable)	27-OCT-2022	PP-MLD[ICRA]AA (Stable)	-	-
				-	-	29-FEB-2024	PP-MLD[ICRA]AA (Stable)	07-MAR-2023	PP-MLD[ICRA]AA (Stable)	-	-
Commercial paper	Short term	2,000.00	[ICRA]A1+	08-MAY-2024	[ICRA]A1+	20-SEP-2023	[ICRA]A1+	12-OCT-2022	[ICRA]A1+	18-JAN-2022	[ICRA]A1+
				-	-	20-SEP-2023	[ICRA]A1+	27-OCT-2022	[ICRA]A1+	-	-
				-	-	07-DEC-2023	[ICRA]A1+	07-MAR-2023	[ICRA]A1+	-	-
NCD programme	Long term	1,500.00	[ICRA]AA (Stable)	08-MAY-2024	[ICRA]AA (Stable)	20-SEP-2023	[ICRA]AA (Stable)	12-OCT-2022	[ICRA]AA (Stable)	18-JAN-2022	[ICRA]AA (Stable)
				-	-	20-SEP-2023	[ICRA]AA (Stable)	27-OCT-2022	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-
Unsecured NCD programme	Long term	593.70	[ICRA]AA (Stable)	08-MAY-2024	[ICRA]AA (Stable)	20-SEP-2023	[ICRA]AA (Stable)	12-OCT-2022	[ICRA]AA (Stable)	18-JAN-2022	[ICRA]AA (Stable)
				-	-	20-SEP-2023	[ICRA]AA (Stable)	27-OCT-2022	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	07-DEC-2023	[ICRA]AA (Stable)	07-MAR-2023	[ICRA]AA (Stable)	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-
				-	-	29-FEB-2024	[ICRA]AA (Stable)	-	-	-	-

^ Public issue



## Complexity level of the rated instruments

Instrument	Complexity Indicator
Long-term fund based	Simple
Long-term PP-MLD programme	Moderately complex
Commercial paper programme	Very simple
NCD programme	Very simple/Simple^
Unsecured NCD programme	Very simple
Commercial paper programme (IPO financing)	Very simple

<sup>^</sup> The applicable indicator is 'Very Simple' for ISINs with a fixed rate payout and 'Simple' for ISINs with a fixed rate payout and a call option

The Complexity Indicator refers to the ease with which the returns associated with the rated instrument could be estimated. It does not indicate the risk related to the timely payments on the instrument, which is rather indicated by the instrument's credit rating. It also does not indicate the complexity associated with analysing an entity's financial, business, industry risks or complexity related to the structural, transactional or legal aspects. Details on the complexity levels of the instruments are available on ICRA's website: [Click Here](#)

**Annexure I: Instrument details**

ISIN	Instrument Name	Date of Issuance / Sanction	Coupon Rate	Maturity Date	Amount (Rs. crore)	Current Rating and Outlook
INE248U07CT8	Long-term principal protected market linked debenture programme	Mar 31, 2020	Linked to performance of Nifty	Mar 29, 2030	4.10	PP-MLD[ICRA]AA (Stable)
INE248U07DA6		May 20, 2021	Linked to G-sec	May 15, 2024	15.16	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DA6		Jun 01, 2021	Linked to G-sec	May 15, 2024	11.25	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DA6		Jun 02, 2021	Linked to G-sec	May 15, 2024	24.50	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DA6		Jun 17, 2021	Linked to G-sec	May 15, 2024	9.79	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DA6		Jun 30, 2021	Linked to G-sec	May 15, 2024	2.94	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DA6		Jul 06, 2021	Linked to G-sec	May 15, 2024	4.13	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DG3		Jun 22, 2022	Linked to G-sec	Jan 01, 2025	7.80	PP-MLD[ICRA]AA (Stable)
INE248U07DG3		Oct 06, 2022	Linked to G-sec	Jan 01, 2025	12.30	PP-MLD[ICRA]AA (Stable)
INE248U07DI9		Apr 26, 2022	Linked to G-sec	Nov 26, 2031	250.00	PP-MLD[ICRA]AA (Stable)
INE248U07DJ7		Jun 07, 2022	Linked to G-sec	Sep 12, 2024	69.50	PP-MLD[ICRA]AA (Stable)
INE248U07DJ7		Jun 17, 2022	Linked to G-sec	Sep 12, 2024	47.20	PP-MLD[ICRA]AA (Stable)
INE248U07DJ7		Jun 29, 2022	Linked to G-sec	Sep 12, 2024	42.20	PP-MLD[ICRA]AA (Stable)
INE248U07DL3		Jul 07, 2022	Linked to G-sec	Jul 31, 2024	6.50	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Jul 14, 2022	Linked to G-sec	Jul 31, 2024	38.00	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Jul 21, 2022	Linked to G-sec	Jul 31, 2024	13.00	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Sep 30, 2022	Linked to G-sec	Jul 31, 2024	25.60	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Oct 04, 2022	Linked to G-sec	Jul 31, 2024	8.90	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Oct 19, 2022	Linked to G-sec	Jul 31, 2024	5.00	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Oct 20, 2022	Linked to G-sec	Jul 31, 2024	15.10	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Nov 01, 2022	Linked to G-sec	Jul 31, 2024	20.00	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Nov 02, 2022	Linked to G-sec	Jul 31, 2024	29.40	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Nov 09, 2022	Linked to G-sec	Jul 31, 2024	29.40	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Nov 10, 2022	Linked to G-sec	Jul 31, 2024	15.70	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Nov 14, 2022	Linked to G-sec	Jul 31, 2024	12.00	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Nov 17, 2022	Linked to G-sec	Jul 31, 2024	6.50	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Nov 24, 2022	Linked to G-sec	Jul 31, 2024	3.10	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Dec 01, 2022	Linked to G-sec	Jul 31, 2024	17.50	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Dec 22, 2022	Linked to G-sec	Jul 31, 2024	2.00	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Dec 23, 2022	Linked to G-sec	Jul 31, 2024	6.00	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn

ISIN	Instrument Name	Date of Issuance / Sanction	Coupon Rate	Maturity Date	Amount (Rs. crore)	Current Rating and Outlook
INE248U07DL3		Dec 29, 2022	Linked to G-sec	Jul 31, 2024	8.20	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Jan 12, 2023	Linked to G-sec	Jul 31, 2024	12.90	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DL3		Jan 23, 2023	Linked to G-sec	Jul 31, 2024	38.60	PP-MLD[ICRA]AA (Stable); reaffirmed and withdrawn
INE248U07DM1		Sep 15, 2022	Linked to performance of Nifty	Sep 23, 2024	154.80	PP-MLD[ICRA]AA (Stable)
INE248U07DM1		Oct 18, 2022	Linked to performance of Nifty	Sep 23, 2024	10.10	PP-MLD[ICRA]AA (Stable)
INE248U07DN9		Sep 30, 2022	Linked to performance of Nifty	Sep 30, 2024	35.00	PP-MLD[ICRA]AA (Stable)
INE248U07DV2		Mar 17, 2023	Linked to G-sec	Mar 11, 2033	30.27	PP-MLD[ICRA]AA (Stable)
Not placed*		-	-	-	3,082.31	PP-MLD[ICRA]AA (Stable)
Not placed*	Unsecured programme	-	-	-	593.70	[ICRA]AA (Stable)
INE248U07DR0	NCD programme	Mar 14, 2023	7.65%	May 07, 2025	254.29	[ICRA]AA (Stable)
INE248U07DR0		Mar 21, 2023	7.65%	May 07, 2025	499.17	[ICRA]AA (Stable)
INE248U07EG1		Jul 21, 2023	8.50%	Jan 21, 2025	41.50	[ICRA]AA (Stable)
INE248U07EG1		Aug 03, 2023	8.50%	Jan 21, 2025	10.00	[ICRA]AA (Stable)
INE248U07EY4		Jan 31, 2024	9.03%	Jan 28, 2026	150.00	[ICRA]AA (Stable)
Not placed*		-	-	-	545.04	[ICRA]AA (Stable)
INE248U07EZ1	NCD programme	Feb 14, 2024	9.61%	Feb 14, 2027	50.00	[ICRA]AA (Stable)
INE248U07EZ1		Mar 27, 2024	9.61%	Feb 14, 2027	35.00	[ICRA]AA (Stable)
INE248U07EZ1		May 14, 2024	9.61%	Feb 14, 2027	100.00	[ICRA]AA (Stable)
INE248U07FA1		Feb 28, 2024	9.30%	Feb 28, 2026	400.00	[ICRA]AA (Stable)
INE248U07FA1		Mar 14, 2024	9.30%	Feb 28, 2026	100.00	[ICRA]AA (Stable)
INE248U07FB9		Mar 07, 2024	9.20%	Sep 05, 2025	100.00	[ICRA]AA (Stable)
INE248U07FC7		Apr 12, 2024	8.50%	Oct 15, 2025	50.00	[ICRA]AA (Stable)
INE248U07FN4		Jun 19, 2024	9.50%	Jun 19, 2026	200.00	[ICRA]AA (Stable)
INE248U07FO2		Aug 08, 2024	9.00%	Mar 13, 2026	190.00	[ICRA]AA (Stable)
Not placed*		-	-	-	275.00	[ICRA]AA (Stable)
INE248U07EQ0	NCD programme^	Jan 18, 2024	9.41%	Jan 18, 2026	488.87	[ICRA]AA (Stable)
INE248U07ER8		Jan 18, 2024	9.66%	Jan 18, 2029	79.30	[ICRA]AA (Stable)
INE248U07ES6		Jan 18, 2024	9.26%	Jan 18, 2029	11.63	[ICRA]AA (Stable)
INE248U07ET4		Jan 18, 2024	9.21%	Jan 18, 2027	7.02	[ICRA]AA (Stable)
INE248U07EU2		Jan 18, 2024	9.03%	Jan 18, 2026	7.33	[ICRA]AA (Stable)
INE248U07EV0		Jan 18, 2024	9.22%	Jul 18, 2025	96.31	[ICRA]AA (Stable)
INE248U07EW8		Jan 18, 2024	9.61%	Jan 18, 2027	271.00	[ICRA]AA (Stable)
INE248U07EX6		Jan 18, 2024	8.91%	Jul 18, 2025	38.53	[ICRA]AA (Stable)
INE248U07FL8		Jun 12, 2024	8.86%	Dec 12, 2025	3.05	[ICRA]AA (Stable)
INE248U07FD5		Jun 12, 2024	9.16%	Dec 12, 2025	69.88	[ICRA]AA (Stable)
INE248U07FK0		Jun 12, 2024	8.98%	Jun 12, 2026	5.62	[ICRA]AA (Stable)
INE248U07FJ2		Jun 12, 2024	9.35%	Jun 12, 2026	34.36	[ICRA]AA (Stable)
INE248U07FH6		Jun 12, 2024	9.16%	Jun 12, 2027	35.82	[ICRA]AA (Stable)
INE248U07FG8		Jun 12, 2024	9.55%	Jun 12, 2027	102.29	[ICRA]AA (Stable)
INE248U07FF0		Jun 12, 2024	9.21%	Jun 12, 2029	13.30	[ICRA]AA (Stable)
INE248U07FE3		Jun 12, 2024	9.60%	Jun 12, 2029	15.67	[ICRA]AA (Stable)
INE248U07FI4		Jun 12, 2024	9.44%	Jun 12, 2034	4.83	[ICRA]AA (Stable)
INE248U07FM6		Jun 12, 2024	9.85%	Jun 12, 2034	18.24	[ICRA]AA (Stable)
Not placed*		-	-	-	196.95	[ICRA]AA (Stable)
Not placed*	NCD programme	-	-	-	1,000.00	[ICRA]AA (Stable)
INE248U14OG6		Oct 20, 2023	8.50%	Oct 18, 2024	11.00	[ICRA]A1+

ISIN	Instrument Name	Date of Issuance / Sanction	Coupon Rate	Maturity Date	Amount (Rs. crore)	Current Rating and Outlook
INE248U14OH4	Commercial paper programme	Oct 23, 2023	8.50%	Oct 21, 2024	28.00	[ICRA]A1+
INE248U14OU7		Feb 01, 2024	9.25%	Jan 30, 2025	75.00	[ICRA]A1+
INE248U14OZ6		Feb 29, 2024	8.85%	Feb 27, 2025	16.00	[ICRA]A1+
INE248U14PB4		Mar 04, 2024	9.08%	Mar 03, 2025	150.00	[ICRA]A1+
INE248U14PD0		Mar 18, 2024	8.85%	Sep 17, 2024	5.00	[ICRA]A1+
INE248U14PF5		Mar 18, 2024	9.00%	Mar 17, 2025	5.00	[ICRA]A1+
INE248U14PJ7		Apr 16, 2024	8.40%	Oct 14, 2024	12.00	[ICRA]A1+
INE248U14PK5		Apr 23, 2024	8.60%	Apr 22, 2025	28.00	[ICRA]A1+
INE248U14PQ2		Jun 06, 2024	8.75%	Mar 04, 2025	10.00	[ICRA]A1+
INE248U14PR0		Jun 07, 2024	8.75%	Sep 05, 2024	90.00	[ICRA]A1+
INE248U14PS8		Jun 13, 2024	8.75%	Aug 30, 2024	100.00	[ICRA]A1+
INE248U14PD0		Jun 19, 2024	8.60%	Sep 17, 2024	10.00	[ICRA]A1+
INE248U14PT6		Jul 02, 2024	8.15%	Sep 30, 2024	15.00	[ICRA]A1+
INE248U14PU4		Jul 03, 2024	8.50%	Dec 30, 2024	40.00	[ICRA]A1+
INE248U14PV2		Jul 16, 2024	8.65%	Dec 13, 2024	100.00	[ICRA]A1+
INE248U14PW0		Jul 24, 2024	9.00%	Jul 23, 2025	6.00	[ICRA]A1+
INE248U14PW0		Jul 26, 2024	9.00%	Jul 23, 2025	10.00	[ICRA]A1+
INE248U14PX8		Aug 02, 2024	8.50%	Oct 31, 2024	100.00	[ICRA]A1+
INE248U14PY6		Aug 08, 2024	8.75%	Mar 07, 2025	100.00	[ICRA]A1+
INE248U14PZ3		Aug 12, 2024	8.50%	Nov 08, 2024	200.00	[ICRA]A1+
INE248U14QA4		Aug 13, 2024	8.50%	Nov 11, 2024	200.00	[ICRA]A1+
INE248U14QA4		Aug 14, 2024	8.50%	Nov 11, 2024	20.00	[ICRA]A1+
INE248U14QB2		Aug 22, 2024	8.50%	Jan 21, 2025	15.00	[ICRA]A1+
INE248U14QC0		Aug 23, 2024	8.50%	Nov 20, 2024	130.00	[ICRA]A1+
Not placed*		-	-	7-365 days	524.00	[ICRA]A1+
Not placed*	Commercial paper (IPO financing)	-	-	7-30 days	1,000.00	[ICRA]A1+
Not applicable	Long-term fund based	NA	NA	NA	1,500.00	[ICRA]AA (Stable)

\*Proposed; ^Public issue

Source: Company

[Please click here to view details of lender-wise facilities rated by ICRA](#)

## Annexure II: List of entities considered for consolidated analysis

Company Name	360 ONE WAM Ownership	Consolidation Approach
360 ONE Distribution Services Limited (formerly IIFL Wealth Distribution Services Limited)	100%	Full Consolidation
360 ONE Investment Adviser and Trustee Services Limited (formerly known as IIFL Investment and Adviser Trustee Services Limited)	100%	Full Consolidation
360 ONE Portfolio Managers Limited (formerly known as IIFL Wealth Portfolio Managers Limited)	100%	Full Consolidation
360 ONE Asset Management Limited (formerly known as IIFL Asset Management Limited)	100%	Full Consolidation
360 ONE Foundation (formerly known as IIFLW CSR Foundation)	100%	Full Consolidation
360 ONE Asset Trustee Limited (formerly known as IIFL Trustee Limited)	100%	Full Consolidation
360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)	100%	Full Consolidation
360 ONE IFSC Limited (formerly known as IIFL Wealth Securities IFSC Limited)	100%	Full Consolidation
MAVM Angels Network Private Limited	100%	Full Consolidation
360 ONE Alternates Asset Management Limited	100%	Full Consolidation

Company Name	360 ONE WAM Ownership	Consolidation Approach
<b>360 ONE Asset Management (Mauritius) Limited (formerly known as IIFL Asset Management (Mauritius) Limited)</b>	100%	Full Consolidation
<b>360 ONE INC (formerly known as IIFL INC)</b>	100%	Full Consolidation
<b>360 ONE Capital Pte. Limited (formerly known as IIFL Capital Pte Limited)</b>	100%	Full Consolidation
<b>360 ONE Private Wealth (Dubai) Limited (formerly known as IIFL Private Wealth Management (Dubai) Limited)</b>	100%	Full Consolidation
<b>360 ONE Capital (Canada) Limited (formerly known as IIFL Capital (Canada) Limited)</b>	100%	Full Consolidation

Source: Company

Note: ICRA has taken a consolidated view of the parent (360 ONE WAM Limited), its subsidiaries and associates while assigning the ratings

## ANALYST CONTACTS

**Karthik Srinivasan**  
+91 22 6114 3444  
[karthiks@icraindia.com](mailto:karthiks@icraindia.com)

**Neha Parikh**  
+91 22 6114 3426  
[neha.parikh@icraindia.com](mailto:neha.parikh@icraindia.com)

**Bharat Toplani**  
+91 22 6114 3428  
[bharat.toplani@icraindia.com](mailto:bharat.toplani@icraindia.com)

**Anil Gupta**  
+91 124 4545 314  
[anilg@icraindia.com](mailto:anilg@icraindia.com)

**Jui J. Kulkarni**  
+91 22 6114 3427  
[jui.kulkarni@icraindia.com](mailto:jui.kulkarni@icraindia.com)

## RELATIONSHIP CONTACT

**L. Shivakumar**  
+91 22 6114 3406  
[shivakumar@icraindia.com](mailto:shivakumar@icraindia.com)

## MEDIA AND PUBLIC RELATIONS CONTACT

**Ms. Naznin Prodhani**  
Tel: +91 124 4545 860  
[communications@icraindia.com](mailto:communications@icraindia.com)

## Helpline for business queries

+91-9354738909 (open Monday to Friday, from 9:30 am to 6 pm)  
[info@icraindia.com](mailto:info@icraindia.com)

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## ICRA Limited



### Registered Office

B-710, Statesman House, 148, Barakhamba Road, New Delhi-110001  
Tel: +91 11 23357940-45



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## Rating Rationale

August 23, 2024 | Mumbai

### 360 One Prime Limited

'CRISIL AA/Stable' assigned to Non Convertible Debentures

#### Rating Action

Rs.500 Crore Non Convertible Debentures	CRISIL AA/Stable (Assigned)
Rs.1500 Crore Non Convertible Debentures <sup>&amp;</sup>	CRISIL AA/Stable (Reaffirmed)
Rs.1000 Crore Commercial Paper Programme(IPO Financing)	CRISIL A1+ (Reaffirmed)
Rs.3000 Crore Commercial Paper	CRISIL A1+ (Reaffirmed)

& Public issue

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1 crore = 10 million

Refer to Annexure for Details of Instruments & Bank Facilities

#### Detailed Rationale

CRISIL Ratings has assigned its 'CRISIL AA/Stable' rating to Rs.500 crore non-convertible debentures of 360 ONE Prime Limited (erstwhile IIFL Wealth Prime Ltd) and reaffirmed its 'CRISIL AA/Stable/CRISIL A1+' ratings on the existing debt instruments.

The ratings factor in the stable and experienced management, strong market position and comfortable capitalisation of 360 ONE. These strengths are partially offset by the limited diversity in lending operations and exposure to regulatory risk.

#### Analytical Approach

CRISIL Ratings has consolidated the business and financial risk profiles of 360 ONE WAM Ltd and its subsidiary, 360 ONE Prime Ltd. This is because, these entities are collectively referred to as 360 ONE, and have significant operational, financial, and managerial integration. Additionally, they share a common brand - '360 ONE'.

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

#### Key Rating Drivers & Detailed Description

##### Strengths:

##### Strong market position in the wealth management business

360 ONE group is one of India's largest non-bank wealth management payers. Its wealth business's closing total asset under management (AUM) grew by 40% during fiscal 2024 and 12% during first quarter of fiscal 2025 (Q1FY25) and reached Rs 4.42 lakh crore as on June 30, 2024 (Rs 3.95 lakh crore as on March 31, 2024). The closing ARR assets (annual recurring revenue assets) were Rs 1.42 lakh crore as on June 30, 2024 (Rs 1.28 lakh crore as on March 31, 2024). 360 ONE caters to premium wealth clients, and offers a full suite of services, including distribution, advisory, asset management, broking, and lending. While currently wealth management business is targeting UHNI segment, going forward, the management aims at increasing its reach to HNIs i.e. the mid-market segment and also focus global business.

360 ONE's asset management AUM grew by 24% during fiscal 2024 and 10% during Q1FY25, to reach Rs 0.80 lakh crore as on June 30, 2024 (Rs 0.72 lakh crore as on March 31, 2024). The asset management business houses the alternative investment funds (AIFs) business, discretionary portfolio management services and Mutual funds. While other two are still in growth stage, 360 ONE has a leadership position in the AIFs business in India with AUM of Rs 0.40 lakh crore as on June 30, 2024 (Rs 0.38 lakh crore as on March 31, 2024). In AIF business, private equity, listed equities, private credit, Infra and RE are key strategies, and this business segment is expected to be the key driver to 360 ONE's growth in the AMC business.

##### Experienced and stable management

The management is well experienced with a track record of over a decade in the wealth management domain. Mr Karan Bhagat (Managing Director and Chief Executive Office) and Mr Yatin Shah (Executive Director) were instrumental in setting up the business in 2008. Both acquired the promoter status, after IIFL Group entities were demerged in May 2019. The company retains its market leading position on the back of innovative wealth products and adoption of global best practices.

##### Comfortable capitalisation; supported by presence of marquee institutional investors

Capitalisation is comfortable, with consolidated network of Rs 3,689 crore and gearing of 2.8 times as on June 30, 2024 (Rs 3,450 crore and 2.7 times, respectively, as on March 31, 2024). Transition of revenue model from a distribution-based to advisory-focused model has lowered the capital requirement for business growth. The company uses capital primarily to support the NBFC business, sponsor-commitment in AIFs, and to cover operating expenses in the interim.



It has raised funds from external investors in the past, including Rs 750 crore in fiscal 2019 from General Atlantic, Steadview Capital, HDFC Life and others. This ability to raise capital, along with healthy internal accruals, support capital position.

The wholly owned subsidiary, 360 ONE Prime Limited had a networth of Rs 1,497 crore and gearing of 4.5 times as on June 30, 2024 (Rs 1,439 crore and 4.5 times, respectively, as on March 31, 2024). Parent supports subsidiary's capital position and had infused Rs 500 crore in the fiscal 2019, apart from Rs 962 crore in fiscal 2016.

#### **Weakness:**

##### **Exposure to regulatory risk in the wealth management business**

Unlike lending operations, wealth management is largely a fee-based business, due to which any credit event has a relatively lower impact on the capital base. However, the wealth and asset management businesses operate in a highly regulated environment, and any unanticipated changes can adversely impact the business model. In the last few years, regulations that prohibited upfront commissions and reduced in mutual fund total expense ratios, led to a sharp erosion in commission income. Profitability of many players, including 360 ONE WAM, suffered as they adapted to the new environment by modifying their respective business models. The overall retention rate on average annual recurring revenue earning assets was 0.72% for Q1FY25, against 0.76% for FY24 and 0.82% in FY23.

Proactive transition to an advisory platform (360 ONE Plus) and recognition of revenue on trail-basis, lends stability to the top-line. Further, focus towards mid-market and global business in wealth management is expected to support retention levels. Client's adoption of 360 ONE Plus and any regulatory change that potentially impacts the business, will remain key monitorables.

##### **Low diversity of lending operations**

360 ONE Prime, which commenced operations in fiscal 2016, provides LAS to client of 360 ONE WAM. In general, size of the book is strongly correlated to ebbs and flows of the capital and money market, and are affected by both domestic and international events. AUM stood at Rs 6,451 crore as on June 30, 2024, as compared with Rs 6,430 crore as on March 31, 2024. The loan portfolio primarily comprised of loans against securities (LAS) at 92% share, with loan against property (LAP) and unsecured loans forming 4% and 4%, respectively.

Gross stage 3 assets remain nil as on June 30, 2024 (same as on March 31, 2024). Nevertheless, asset quality remains vulnerable to the vagaries of capital markets.

#### **Liquidity: Strong**

Liquidity for all the 360 ONE subsidiaries is managed at a consolidated level. As on July 31, 2024, the group had liquid investments and unutilised bank lines of Rs 3,837 cr, against total debt of Rs 3,274 cr (excluding Rs 2175 cr CBLO borrowings) maturing till end Oct 2024. Furthermore, the group continues to tap debt capital markets for fresh issuances. 360 ONE Prime's asset liability maturity statement as on June 30, 2024, had positive cumulative mismatches in all buckets.

#### **Outlook: Stable**

360 ONE group should maintain its strong market position in the wealth management business, supported by an experienced and stable management and comfortable capitalisation.

#### **Rating Sensitivity Factors**

##### **Upward Factors:**

- Significant improvement in market position with recurring assets forming more than 75% on a sustained basis.
- Substantial improvement in earnings profile

##### **Downward factors**

- Dilution in risk management practices, straining the asset quality (gross stage 3 assets being >2% sustained basis), coupled with weakening of margin
- Significant deterioration in AUM with high attrition among clients and relationship managers
- Adverse impact of regulations, constraining the business risk profile significantly

#### **About the 360 ONE Prime Limited**

Incorporated in March 2016, 360 ONE Prime is a wholly owned subsidiary of 360 ONE WAM Limited. The company offers loans against securities for existing customers of 360 ONE WAM.

For fiscal 2024, the company reported PAT of Rs 274 crore on a total income of Rs 897 crore, against PAT of Rs 235 crore on total income of Rs 674 crore for the previous fiscal. For first quarter of fiscal 2025, the company reported PAT of Rs 79 crore on the total income of Rs 268 crore.

#### **About the 360 ONE**

In fiscal 2009, the 360 ONE group started its wealth management services under the 'IIFL Wealth' brand and got licences for insurance broking and venture capital. 360 ONE WAM, along with its wholly owned subsidiaries, is primarily engaged in distribution, advisory, asset management, broking, and lending solutions for clients in the wealth management segment.

In January 2018, IIFL Finance Ltd (IIFL Finance; earlier IIFL Holdings Ltd) announced plans to reorganise its corporate structure and list the three entities – IIFL Finance (loans and mortgages business), IIFL Wealth (wealth and asset management business), and IIFL Securities (capital markets and other businesses). In May 2019, as part of this restructuring scheme, IIFL Wealth and IIFL Securities were demerged from IIFL Finance. Further, in September 2019, IIFL Wealth Management was listed on the stock exchanges, followed by a name change to 360 ONE WAM Limited' in January 2023.

Change in the revenue recognition model to trail basis across distribution, AIF and portfolio management services impacted profitability. Margin was also affected by the company's plans to transition to an advisory model from the distributor fee model, though the move aimed at reducing volatility associated with distribution fees.

In fiscal 2024, reported profit after tax (PAT) was Rs 802 crore on total income of Rs 1,965 crore as against Rs 658 crore and Rs 1,569 crore, respectively reported in the previous fiscal. Further, for first quarter of fiscal 2025, the group reported PAT of Rs 243 crore on total income of Rs 697 crore.

#### Key Financial Indicators: 360 ONE WAM Limited (Consolidated)

As on/for the period ended	Unit	Jun 2024	Mar 2024	Mar 2023
AUM	Rs crore	521,208	466,909	3,40,835
Networth	Rs crore	3689	3450	3122
Total assets	Rs crore	16115	15119	11192
Total income	Rs crore	697	1,965	1,569
PAT	Rs crore	243	802	658
Gross NPA	%	Nil	Nil	Nil
Return on networth	%	27.2	24.5	21.5
Return on assets	%	6.2	6.1	6.0
Gearing	Times	2.8	2.7	2.1

#### Key Financial Indicators: 360 ONE Prime (Standalone)

As on/for the period ended	Unit	Jun 2024	Mar 2024	March 2023
Total Assets	Rs crore	8540	8133	7720
Total income	Rs crore	268	897	674
PAT	Rs crore	79	274	235
Gross NPA	%	Nil	Nil	Nil
Return on assets	%	3.8	3.5	3.1
Gearing	Times	4.5	4.5	4.3

**Any other information:** Not Applicable

#### Note on complexity levels of the rated instrument:

CRISIL Ratings' complexity levels are assigned to various types of financial instruments and are included (where applicable) in the 'Annexure - Details of Instrument' in this Rating Rationale.

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#### Annexure - Details of Instrument(s)

ISIN	Name of instrument	Date of allotment	Coupon rate (%)	Maturity date	Issue size (Rs.Crore)	Complexity level	Rating Outstanding with Outlook
NA	Commercial Paper Programme (IPO financing)	NA	NA	7-30 days	1000	Simple	CRISIL A1+
NA	Commercial Paper Programme	NA	NA	7-365 days	3000	Simple	CRISIL A1+
NA	Non convertible debentures**	NA	NA	NA	500	Simple	CRISIL AA/Stable
NA	Non convertible debentures**	NA	NA	NA	196.9480	Simple	CRISIL AA/Stable
INE248U07EQ0	Non convertible debentures*	18-Jan-2024	9.41	18-Jan-2026	488.8656	Simple	CRISIL AA/Stable
INE248U07ER8	Non convertible debentures*	18-Jan-2024	9.66	18-Jan-2029	79.2995	Simple	CRISIL AA/Stable
INE248U07ES6	Non convertible debentures*	18-Jan-2024	9.26	18-Jan-2029	11.6353	Simple	CRISIL AA/Stable
INE248U07ET4	Non convertible debentures*	18-Jan-2024	9.21	18-Jan-2027	7.0241	Simple	CRISIL AA/Stable
INE248U07EU2	Non convertible debentures*	18-Jan-2024	9.03	18-Jan-2026	7.3302	Simple	CRISIL AA/Stable

INE248U07EV0	Non convertible debentures*	18-Jan-2024	9.22	18-Jul-2025	96.3081	Simple	CRISIL AA/Stable
INE248U07EW8	Non convertible debentures*	18-Jan-2024	9.61	18-Jan-2027	271.0021	Simple	CRISIL AA/Stable
INE248U07EX6	Non convertible debentures*	18-Jan-2024	8.91	18-Jul-2025	38.5351	Simple	CRISIL AA/Stable
INE248U07FD5	Non convertible debentures*	12-Jun-2024	9.16	12-Dec-2025	69.8792	Simple	CRISIL AA/Stable
INE248U07FE3	Non convertible debentures*	12-Jun-2024	9.6	12-Jun-2029	15.6687	Simple	CRISIL AA/Stable
INE248U07FF0	Non convertible debentures*	12-Jun-2024	9.21	12-Jun-2029	13.2969	Simple	CRISIL AA/Stable
INE248U07FG8	Non convertible debentures*	12-Jun-2024	9.55%	12-Jun-2027	102.2902	Simple	CRISIL AA/Stable
INE248U07FH6	Non convertible debentures*	12-Jun-2024	9.16%	12-Jun-2027	35.8216	Simple	CRISIL AA/Stable
INE248U07FI4	Non convertible debentures*	12-Jun-2024	9.44%	12-Jun-2034	4.8277	Simple	CRISIL AA/Stable
INE248U07FJ2	Non convertible debentures*	12-Jun-2024	9.35%	12-Jun-2026	34.3566	Simple	CRISIL AA/Stable
INE248U07FK0	Non convertible debentures*	12-Jun-2024	8.98%	12-Jun-2026	5.6177	Simple	CRISIL AA/Stable
INE248U07FL8	Non convertible debentures*	12-Jun-2024	8.86%	12-Dec-2025	3.0508	Simple	CRISIL AA/Stable
INE248U07FM6	Non convertible debentures*	12-Jun-2024	9.85%	12-Jun-2034	18.2426	Simple	CRISIL AA/Stable

\*\*Yet to be issued

\*Public issue

**Annexure - List of entities consolidated with 360 One WAM Ltd**

Names of Entities Consolidated	Extent of Consolidation	Rationale for Consolidation
360 ONE WAM Limited (Formerly IIFL Wealth Management Limited)	Full	Parent
360 ONE Prime Limited (Formerly IIFL Wealth Prime Limited)	Full	Subsidiary
360 ONE Asset Management Limited (Formerly IIFL Asset Management Limited)	Full	Subsidiary
360 ONE Portfolio Managers Limited (Formerly IIFL Wealth Portfolio Managers Limited)	Full	Subsidiary
360 ONE Distribution Services Limited (Formerly IIFL Wealth Distribution Services Limited)	Full	Subsidiary
360 ONE Investment Advisers & Trustee Services Limited (Formerly IIFL Investment Advisers & Trustee Services Limited)	Full	Subsidiary
360 ONE Asset Trustee Limited (Formerly IIFL Trustee Limited)	Full	Subsidiary
360 ONE IFSC Limited (Formerly IIFL Wealth Securities IFSC Limited)	Full	Subsidiary
360 ONE Asset Management (Mauritius) Limited (Formerly IIFL Asset Management (Mauritius) Limited)	Full	Subsidiary
360 ONE Capital Pte. Limited (Formerly IIFL Capital pte. Limited)	Full	Subsidiary
360 ONE INC. (Formerly IIFL Inc.)	Full	Subsidiary
360 ONE Private wealth (Dubai) Management Limited (Formerly UFL Private wealth Management (Dubai) Limited)	Full	Subsidiary
360 ONE Capital (Canada) Limited (Formerly IIFL Capital (Canada) Limited)	Full	Subsidiary
MAVM Angels Network Private Limited	Full	Subsidiary w.e.f. 15 November 2022

**Annexure - Rating History for last 3 Years**

Current				2024 (History)		2023		2022		2021		Start of 2021
Instrument	Type	Outstanding Amount	Rating	Date	Rating	Date	Rating	Date	Rating	Date	Rating	Rating

Commercial Paper	ST	3000.0	CRISIL A1+		--	05-12-23	CRISIL A1+	01-12-22	CRISIL A1+	30-06-21	CRISIL A1+	CRISIL A1+
			--		--	22-09-23	CRISIL A1+	29-06-22	CRISIL A1+		--	--
			--		--	07-02-23	CRISIL A1+		--		--	--
Commercial Paper Programme(IPO Financing)	ST	1000.0	CRISIL A1+		--	05-12-23	CRISIL A1+	01-12-22	CRISIL A1+	30-06-21	CRISIL A1+	CRISIL A1+
			--		--	22-09-23	CRISIL A1+	29-06-22	CRISIL A1+		--	--
			--		--	07-02-23	CRISIL A1+		--		--	--
Non Convertible Debentures	LT	2000.0	CRISIL AA/Stable		--	05-12-23	CRISIL AA/Stable		--		--	--
Long Term Principal Protected Market Linked Debentures	LT		--		--	22-09-23	Withdrawn	01-12-22	CRISIL PPMLD AA r /Stable	30-06-21	CRISIL PPMLD AA r /Stable	CRISIL PPMLD AA r /Stable
			--		--	07-02-23	CRISIL PPMLD AA/Stable	29-06-22	CRISIL PPMLD AA r /Stable		--	--

All amounts are in Rs.Cr.

## Criteria Details

### Links to related criteria

[Rating Criteria for Finance Companies](#)

[CRISILs Criteria for rating short term debt](#)

[CRISILs Criteria for Consolidation](#)

Media Relations	Analytical Contacts	Customer Service Helpdesk
<b>Prakruti Jani</b> Media Relations <b>CRISIL Limited</b> M: +91 98678 68976 B: +91 22 3342 3000 <a href="mailto:PRAKRUTI.JANI@crisil.com">PRAKRUTI.JANI@crisil.com</a>	Ajit Velonie Senior Director <b>CRISIL Ratings Limited</b> B: +91 22 3342 3000 <a href="mailto:ajit.velonie@crisil.com">ajit.velonie@crisil.com</a>	Timings: 10.00 am to 7.00 pm Toll free Number: 1800 267 1301  For a copy of Rationales / Rating Reports: <a href="mailto:CRISILratingdesk@crisil.com">CRISILratingdesk@crisil.com</a>
<b>Rutuja Gaikwad</b> Media Relations <b>CRISIL Limited</b> B: +91 22 3342 3000 <a href="mailto:Rutuja.Gaikwad@ext-crisil.com">Rutuja.Gaikwad@ext-crisil.com</a>	Subha Sri Narayanan Director <b>CRISIL Ratings Limited</b> B: +91 22 3342 3000 <a href="mailto:subhasri.narayanan@crisil.com">subhasri.narayanan@crisil.com</a>	For Analytical queries: <a href="mailto:ratingsinvestordesk@crisil.com">ratingsinvestordesk@crisil.com</a>
	Sonica Gupta Team Lead <b>CRISIL Ratings Limited</b> B: +91 22 3342 3000 <a href="mailto:sonica.gupta@crisil.com">sonica.gupta@crisil.com</a>	



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CRISIL Ratings uses the prefix 'PP-MLD' for the ratings of principal-protected market-linked debentures (PPMLD) with effect from November 1, 2011, to comply with the SEBI circular, "Guidelines for Issue and Listing of Structured Products/Market Linked Debentures". The revision in rating symbols for PPMLDs should not be construed as a change in the rating of the subject instrument. For details on CRISIL Ratings' use of 'PP-MLD' please refer to the notes to Rating scale for Debt Instruments and Structured Finance Instruments at the following link: <https://www.crisilratings.com/en/home/our-business/ratings/credit-ratings-scale.html>



**ANNEXURE IV – RESOLUTION OF THE BOARD AND SHAREHOLDERS**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) AT ITS MEETING HELD ON JANUARY 17, 2024.**

**TO CONSIDER AND APPROVE THE ISSUE AND OFFER OF NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT BASIS AGGREGATING UPTO RS. 5000 CRORE DURING THE FINANCIAL YEAR 2024-25:**

**“RESOLVED THAT** in pursuant to the provisions of Section 23, 42 & 71 and other applicable provisions, if any, of the Companies Act, 2013 and applicable Rules made thereunder and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, and all other acts, rules, regulations, circulars, notifications as may be applicable to the Company in this regard, from time to time, subject to approval of members of the Company and subject to compliance with the other applicable law, rules, directions issued by the Reserve Bank of India, the Securities and Exchange Board of India, the Government or any Regulator or Authority in this regard, the consent of the Board of Directors of the Company be and is hereby accorded to offer and issue, Secured/ Unsecured, Listed/ Unlisted/ Rated/ Unrated/ Perpetual/ Sub-ordinated/ Structured Products/ Market Linked/ Principal Protected & unprotected / Fixed Maturity, Non-Convertible Debentures (hereinafter referred to as “NCDs”) aggregating upto Rs. 5,000 Crore (INR Five Thousand Crore only) on private placement basis in one or more tranches and/or series during the financial year 2024-25;

**RESOLVED FURTHER THAT** the Board (including the Resource Raising Committee or any other committee(s) constituted thereof), be and is hereby authorized to determine and approve, the terms and conditions in relation to the offer, issue, allotment, credit, pre-mature redemption, redemption and extinguishment of the NCDs on private placement basis at their absolute discretion, number of NCDs to be offered, issued and allotted in one or more tranches, the timing, nature, type, pricing, coupon rate, minimum subscription, retention of oversubscription, etc., if any, and to approve and make changes to the Information Memorandum, including any corrigendum, amendments, supplements, etc. thereto, and to do all such ancillary and incidental acts, deeds and things including but not limited to execution of Debenture Trust Deed, Debenture Trustee Appointment Agreement, Valuation Agency Agreement, Credit Rating Agency Appointment Agreement, application to stock exchange(s) to seek in-principle approval, and such documents, instruments, writings, etc. in connection with the offer and issue of the NCDs aggregating upto INR 5,000 Crore;

**RESOLVED FURTHER THAT** any Director, Chief Executive Officer, Chief Financial Officer, Company Secretary, Mr. Niraj Murarka - Chief Investment Officer, Ms. Charu Kalita, Mr. Jay Gandhi and Mr. Rakesh Chandnani be and are hereby severally authorized on behalf of the Company to enter into and execute all such agreements/ arrangements as may be required for appointing Debenture Trustee, Legal Advisors, Depositories, Custodians, Registrar and Transfer Agents to the Issue, Credit Rating Agency(ies), and such other intermediaries / agencies as may be involved and, or concern in such offer and issue of NCDs, including the payment of commission, brokerage, fees, etc. as they may deem fit;

**RESOLVED FURTHER THAT** the above mentioned signatories be and are hereby severally authorized to sign, execute, submit and do all such incidental and ancillary acts, deeds, matters and things as they may, in their absolute discretion deem necessary or desirable to give effect to this Resolution.

**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

**Corporate & Registered Office:** 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parcel, Mumbai 400 013  
Tel (91-22) 4876 5600 Fax (91-22) 4646 4706 Email nbfc-compliance@360.one www.iiflwealthprime.com

CIN: U65990MH1994PLC080646



**RESOLVED FURTHER THAT** any one of the Director of the Company, Chief Financial Officer, Company Secretary, Compliance Officer or any of the Officials of the Company, as named above be and is hereby authorized to submit a certified true copy of this Resolution to such persons/entities as may be deemed fit for the purpose of giving effect to this Resolution.”

*CERTIFIED TRUE COPY*

**For 360 ONE Prime Limited**  
(Formerly known as IIFL Wealth Prime Limited)

AMIT  
BHANDARI  
ARI

**Amit Bhandari**  
**Company Secretary & Compliance Officer**  
**Membership No. A25871**

Date: January 25, 2024  
Place: Mumbai.

**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

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CIN: U65990MH1994PLC080646

**SECTION 42 SHAREHOLDERS RESOLUTION**

**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) ("THE COMPANY") AT THEIR EXTRA ORDINARY GENERAL MEETING HELD ON FEBRUARY 13, 2024.**

**APPROVING THE OFFER AND INVITATION TO SUBSCRIBE TO NON-CONVERTIBLE DEBENTURES ON PRIVATE PLACEMENT DURING THE FINANCIAL YEAR 2024-25:**

"**RESOLVED THAT** pursuant to the provisions of Section 42 and other applicable provisions, if any, of the Companies Act, 2013 and applicable Rules made thereunder and in accordance with the enabling provisions of the Memorandum and Articles of Association of the Company; and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended and subject to compliance with other applicable law, rules, directions issued by the government or any other regulatory authority, the consent of the Members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as 'the Board' which term shall be deemed to include any Committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this Resolution) to issue, offer and allot Secured/ Unsecured/ Listed/ Unlisted/ Rated/ Unrated/ Perpetual/ Subordinated/ Structured Products/ Market Linked/ Principal Protected/ Fixed Maturity Non-Convertible Debentures of the Company aggregating upto Rs. 5,000 Crore (INR Five Thousand Crore only) on a private placement basis in one or more tranches, during the financial year 2024-25 and on such terms and conditions as may be determined by the Board (including the Resource Raising Committee or any other Committee thereof), from time to time and consider proper and more beneficial to the Company including, without limitation, as to when the said Debentures are to be issued & allotted, the consideration for the issue, mode of payment, coupon rate, redemption period, utilization of the issue proceeds and all matters connected therewith or incidental thereto and to select, appoint or change and finalize the remuneration and other applicable terms and conditions of various agencies, including but not limited to credit rating agencies, trustee, legal counsels, arrangers and any other agency(ies) associated with the issue of secured / unsecured redeemable non-convertible debentures.;

**FURTHER RESOLVED THAT** for the purpose of creating, offering, issuing and allotting the Non-convertible Debentures, the Board (including the Resource Raising Committee or any other Committee thereof), be and is hereby authorized on behalf of the Company to do all such acts, deeds, matters and things, as it may, in its absolute discretion, deem necessary or expedient in the interest of the Company and with power on behalf of the Company to determine the terms and conditions of the issue of the Non-convertible Debentures, settle all the questions, difficulties or doubts that may arise in this regard without requiring the Board to secure any further consent or approval of the Members of the Company."

**CERTIFIED TRUE COPY**

**For 360 ONE Prime Limited**  
(Formerly known as IIFL Wealth Prime Limited)

AMIT  
BHANDARI  
ARI

**Amit Bhandari**  
**Company Secretary & Compliance Officer**  
**Membership No. A25871**

Date: February 27, 2024  
Place: Mumbai.

**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

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CIN: U65990MH1994PLC080646

**SECTION 180(1)(C) SHAREHOLDERS RESOLUTION**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MEMBERS OF 360 ONE PRIME LIMITED ("THE COMPANY") AT THEIR EXTRA-ORDINARY GENERAL MEETING HELD ON FEBRUARY 28, 2020.**

**INCREASE IN BORROWING LIMITS OF THE COMPANY**

**"RESOLVED THAT** in supersession of resolution(s) passed at the previous general meeting(s) of the Company, passed on July 19, 2018, on the matter and pursuant to the provisions of Section 180(1)(c) of the Companies Act, 2013 ("Act") and other applicable provisions (including any statutory modification or re-enactment thereof) and the Articles of Association of the Company, consent of the members of the Company, be and is hereby accorded to borrow, by way of loans/ inter corporate deposits (ICDs), issue of commercial paper(s), debentures (comprising fully/ partly convertible debentures and/ or Non-Convertible Debentures or any other securities) or otherwise, in foreign currency or in Indian Rupees, from time to time, any sum(s) of money (including non-fund based banking facilities) as may be required for the purpose of the business of the Company, from bank(s), financial institution(s) and, or other person(s), firm(s), body corporate(s), whether in India or abroad, notwithstanding that the monies so borrowed together with the monies already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) may at any time exceed the aggregate of the paid up capital of the Company and its free reserves (reserves not set apart for any specific purpose) provided that the total amount that may be borrowed by the Board and outstanding at any point of time, shall not exceed the sum of INR 16000 Crore (Rupees Sixteen Thousand Crore only) and the Board (including the Finance Committee or any Committee(s) constituted thereof), be and is hereby authorized to decide all terms and conditions in relation to such borrowing, at their absolute discretion and to do all such acts, deeds and things and to execute all such documents, instruments and writings as may be required;

**RESOLVED FURTHER THAT** in supersession of resolution(s) passed at the previous board meeting(s) of the Company, if any, on the matter and pursuant to the provisions of Section 180(1)(a) of the Companies Act, 2013 ("Act") and other applicable provisions, if any, of the Act and the Companies Act, 1956 (including any statutory modification or re-enactment thereof), the consent of the members of the Company, be and is hereby accorded to mortgage, hypothecate, pledge and / or charge, in addition to the mortgage, hypothecate, pledge and / or charge already created, in such form, manner and ranking and on such terms as the Board deems fit in the interest of the Company, on all or any of the movable and / or immovable properties of the Company (both present and future) and /or any other assets or properties, either tangible or intangible, of the Company and / or the whole or part of any of the undertaking of the Company together with or without the power to take over the management of the business or any undertaking of the Company in case of certain events of defaults, in favour of the Lender(s), Agent(s) and Trustee(s), for securing the borrowing availed or to be availed by the Company, by way of loans/ inter corporate deposits (ICDs), issue of commercial paper(s), debentures (comprising fully / partly Convertible Debentures and / or Non-Convertible Debentures or any other securities) or otherwise, in foreign currency or in Indian rupees, from time to time, up to the limits approved by the shareholders under Section 180(1)(c) of the Act (including any statutory modification or re-enactment thereof) along with interest, additional interest, accumulated interest, liquidated charges, commitment charges or costs, expenses and, or all other monies payable by the Company, including any increase as a result of devaluation / revaluation/ fluctuation in the

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CIN: U65990MH1994PLC080646





rate of exchange, and the Board (including the Finance Committee or any other committee thereof) be and is hereby authorized to decide all terms and conditions in relation to such borrowing, at their absolute discretion and to do all such acts, deeds and things and to execute all such documents, instruments and writings as may be required;

**RESOLVED FURTHER THAT** any Director or the Company Secretary, be and are hereby severally authorised to submit the certified true copy of this resolution to any authority or person(s), as may be required in this connection."

**CERTIFIED TRUE COPY**

**For 360 ONE Prime Limited**

(Formerly known as IIFL Wealth Prime Limited)

  
**Amit Bhandari**  
**Company Secretary & Compliance Officer**  
**Membership No. 25871**



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**CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF RESOURCE RAISING COMMITTEE OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) HELD ON JULY 01, 2024**

**Approving Offer of Non-Convertible Debentures on private placement basis:**

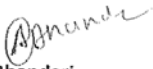
**"RESOLVED THAT** pursuant to the provisions of Section 42 and other applicable provisions, if any, of the Companies Act, 2013 and applicable Rules made thereunder and in accordance with the enabling board and shareholders resolution(s) and provisions of the Memorandum and Articles of Association of the Company and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the SEBI Operational Circular For Issue And Listing Of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities And Commercial Paper dated August 10, 2021, as amended from time to time, and subject to compliance with the other applicable law, rules, directions issued by the Reserve Bank of India, the Government or any Regulator or Authority, in this regard, the approval of the Committee be and is hereby accorded to offer and issue the secured/ unsecured/ listed/ rated/ unrated/ perpetual/ sub-ordinate/ structured products/ Market linked/ principal protected /non principal protected / Fixed Maturity, Non- Convertible Debenture ("Debentures") base issue aggregating upto INR 1000 Crore (INR One Thousand Crore only) on private placement basis in one or more tranches;

**RESOLVED FURTHER THAT** the Committee be and hereby approves the Shelf Information Memorandum, as per the draft placed before the Committee in relation to the offer and issue of the Debentures of base issue Upto INR 1000 Crore (One Thousand Crore Only) on private placement basis in one or more tranches;

**RESOLVED FURTHER THAT** any Director/ Chief Executive Officer, Company Secretary / Compliance officer, Mr. Niraj Murarka-Chief Investment Officer, Mr. Sanjay Wadhwa-Chief Financial Officer, Ms. Charu Kalita- Senior Executive Vice President – Treasury, Mr. Jay Gandhi – Executive Vice President - Treasury and Mr. Rakesh Chandnani-Executive Vice President, Operations of the Company, be and are hereby severally authorized for and on behalf of the Company to update / change General Information Document, to enter into and execute all such agreements/ arrangements including but not limited to the application to stock exchange(s) to seek in-principle approval, and to appoint such intermediaries/ agencies, Arrangers, as may be required and, or concerned, including the payment of commission, brokerage, fees, etc. as they may deem fit, in connection with the offer and issue of Debentures of base issue upto INR 1000 Crore;

**RESOLVED FURTHER THAT** any Director and/ or the Company Secretary and/ or Compliance Officer and/or any of the Authorised Officials of the Company as named above be and are hereby severally authorized to submit a certified true copy of this resolution to such persons/ entities as may be deemed fit for the purpose of giving effect to this resolution."

**For 360 ONE Prime Limited**  
(Formerly known as IIFL Wealth Prime Limited)

  
**Amit Bhandari**  
Company Secretary & Compliance Officer  
Membership No. A25871



**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

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CIN: U65990MH1994PLC080646

**RESOLUTION FOR NOTING OF GID**



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF 360 ONE PRIME LIMITED (FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED) ("THE COMPANY") IN THEIR MEETING HELD ON OCTOBER 18, 2024.**

**NOTING OF THE GENERAL INFORMATION DOCUMENT (GID) FOR THE OFFER AND ISSUE OF NON-CONVERTIBLE SECURITIES ON PRIVATE PLACEMENT BASIS FOR THE F.Y. 2024-25.**

**RESOLVED THAT**, the Board hereby take note of the contents of the General Information Documents (GID) dated July 1, 2024 and Key Information Document(s) (KID) for the offer and issuance of Non-Convertible Securities on private placement basis for the F.Y. 2024-25.

**RESOLVED FURTHER THAT** any member of the Board, Company Secretary / Compliance officer, Chief Investment Officer, Chief Financial Officer, Ms. Charu Kalita and Mr. Jay Gandhi, Authorised Signatories of the Company, be and are hereby severally authorized for and on behalf of the Company to update / change General Information Document/Key Information Document/Disclosure Document, to enter into and execute all such agreements/ arrangements including but not limited to the application/communication to stock exchange(s) or Debenture Trustees/any regulatory authority/person connected therewith, as may be required to give effect to this resolution regards.

**RESOLVED FURTHER THAT** any member of the Board or Company Secretary of the Company or be and are hereby severally authorised to submit the certified true copy of this resolution to any authority or person(s), as may be required in this connection."

**CERTIFIED TRUE COPY**

**For 360 ONE Prime Limited**  
(Formerly known as IIFL Wealth Prime Limited)

A handwritten signature in blue ink, appearing to read 'Amit Bhandari', is placed next to a circular purple stamp. The stamp contains the text '360 ONE PRIME LIMITED' around the perimeter and a small star at the bottom.

**Amit Bhandari**  
**Company Secretary & Compliance Officer**  
**Membership No. ACS25871**

**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

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Tel (91-22) 4876 5600 Fax (91-22) 4646 4706 Email nbfc-compliance@360.one <https://www.360.one/wealth-management/prime/>

CIN: U65990MH1994PLC080646



## ANNEXURE V – DUE DILIGENCE CERTIFICATE



## DUE DILIGENCE CERTIFICATE – ANNEXURE A

Ref No: BTL/OPR/24-25/57435

Date: August 08, 2024

To,  
BSE Limited  
25th Floor, P. J. Towers,  
Dalal Street,  
Mumbai -400001

Dear Sir /Madam,

**SUB.: ISSUE OF SENIOR SECURED, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES, OF THE FACE VALUE OF RS. 1,00,000/- (RUPEES ONE LAKH ONLY) EACH, AGGREGATING UPTO RS 1000,00,00,000/- (RUPEES ONE THOUSAND CRORES ONLY) ON PRIVATE PLACEMENT BASIS ("DEBENTURES") BY 360 ONE PRIME IMITED.**

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

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

We confirm that:

- a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued and listed.
- b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).
- c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.
- d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document/ placement memorandum and all disclosures made in the offer document/ placement memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.
- e) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document/ private placement memorandum.
- f) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.
- g) All disclosures made in the offer document with respect to the debt securities are true, fair, and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

## BEACON TRUSTEESHIP LIMITED

Registered Office & Corporate Office : SW, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051

Phone : +91 95554 49955 Email : contact@beacontrustee.co.in

Website : www.beacontrustee.co.in CIN : U74999MH2015PLC271288

Mumbai | Bengaluru | Ahmedabad | Pune | Kolkata | Chandigarh | Shimla (HP) | Patna | Delhi | Jaipur | Chennai | GIFT IFSC | Bhopal | Indore | Kochi | Nagpur | Bhubaneswar | Thiruvananthapuram | Lucknow | Hyderabad

Xc761





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

For Beacon Trusteeship Limited

A handwritten signature in blue ink, appearing to read "Jaydeep Bhattacharya", written over a horizontal line.

Jaydeep Bhattacharya  
Executive Director



Place: Mumbai

**ANNEXURE VI – KEY TERMS OF DEBENTURE TRUSTEE AGREEMENT AND DEBENTURE TRUST DEED**

1. Terms and conditions of debenture trustee agreement including fees charged by debenture trustees(s), details of security to be created and process of due diligence carried out by the debenture trustee:
  - (a) The Company hereby appoints the Debenture Trustee as the debenture trustee for the benefit of the Debenture Holder(s) and the Debenture Trustee hereby agrees to act as debenture trustee for the benefit of the Debenture Holder(s) and for purposes related thereto in accordance with the provisions of the Transaction Documents, including for holding and monitoring the security to be created by the Company in favour of the Debenture Trustee, for the benefit of the Debenture Holders, to secure the payment and other obligations of the Company in respect of the Debentures. Issuer shall execute the Debenture Trust Deed, which shall consist of two parts: Part A containing statutory/standard information pertaining to the debt issue inter alia consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the particular debt issue.
  - (b) As the Debentures are to be secured, the Company shall create security, by way of hypothecation over all present and future business receivables of the company pertaining to Capital Market business including receivables from current assets and investment related to capital market (excluding cash and bank balances and non-capital market assets viz. LAP receivables against debt securities), on pari passu basis.
  - (c) The Issuer shall pay to the Debenture Trustee so long as it holds the office of the Debenture Trustee, remuneration and all reasonable costs, charges, legal, travelling and reimbursement of expenses as set out in the Engagement Letter bearing reference no. 50158/CL/MUM/24-25/DEB/5 dated April 04, 2024, for its services as the Debenture Trustee (hereinafter referred to as the “Debenture Trustee Fees”). Arrears of instalments of annual service charges, if any, shall carry interest at the rate of 12 per cent per annum) if unpaid for 45 (forty-five) days of the bill date till the actual payment, which shall be payable on the footing of compound interest. In case of Default, all activity related to invocation of Security/(ies) and/or enforcement of collateral will entail separate fees of Debenture Trustee and will be borne by the Company. Additionally, in case of litigation/enforcement and such fees will be borne by the Company. If the Company is unable to pay the fees at the time of Enforcement, the same will need to be borne by Debenture Holders / Lender / Investor / Beneficiary.
  - (d) The Company and the Debenture Trustee, as the case may be, shall comply with the provisions of the Debenture Trustee Regulations, Debt Regulations, SEBI Listing Regulations, the Companies Act, SEBI Master Circular for Debenture Trustees bearing reference no. SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 as may be amended or modified from time to time (“SEBI DT Master Circular”) and SEBI Circular No. SEBI/HO/DDHS/PoD1/P/CIR/2024/54 dated May 22, 2024, as may be amended (“SEBI Master Circular”) other applicable provisions, rules, regulations and relevant circulars, notifications issued by any governmental or regulatory authorities from time to time and the Company agrees to furnish to the Debenture Trustee necessary information in terms of the aforesaid regulations on a regular basis.

- (e) The Issuer confirms that the requisite disclosures as required under the SEBI Listing Regulations and the Debt Regulations and any other applicable laws, will be made in the Disclosure Document including but not limited to statutory and other regulatory disclosures.
- (f) The Issuer shall comply with the provisions of the Debt Regulations, the SEBI Listing Regulations and relevant provisions of the Companies Act, rules, regulations and guidelines, circulars made thereunder as amended from time to time and agrees to furnish to the Debenture Trustee such information as may be required in terms of the Companies Act and the Debenture Trust Deed on a regular basis.
- (g) Terms of carrying out due diligence:
  - (i) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Disclosure Documents and the applicable laws, have been obtained. Prior to appointment of any agents /advisors/consultants, the Debenture Trustee shall obtain necessary confirmation from the said agents/ advisors/ consultants that they do not have any conflict-of-interest in conducting the diligence under the transaction.
  - (ii) The Issuer shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Company or any third party security provider for securing the Debentures, are registered / disclosed.
  - (iii) Further, in the event that existing charge holders or the concerned trustee on behalf of the existing charge holders, have provided conditional consent / permissions to the Issuer to create further charge on the assets, the Debenture Trustee shall also have the power to verify such conditions by reviewing the relevant transaction documents or any other documents executed between existing charge holders and the Issuer. The Debenture Trustee shall also have the power to intimate the existing charge holders about proposal of creation of further encumbrance and seeking their comments/ objections, if any.
  - (iv) The Debenture Trustee shall have the power to either independently appoint, or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee as may be required under Applicable Law. All costs, charges, fees and expenses that are associated with and incurred in relation

to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Issuer.

- (v) The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Relevant Laws including in connection with verification of the security / contractual comforts and the required security cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Company shall provide to the Debenture Trustee on or prior to date of execution of this Agreement, all the information and documents as may be required by the Debenture Trustee.
- (vi) Following are the documents which shall be required by the Debenture Trustee for the purpose of conducting Due Diligence:
  - (a) ROC Search Report by a Professional Company Secretary/Practising Chartered Accountant
  - (b) CERSAI Search Report to be conducted by the Debenture Trustee
  - (c) Asset cover Certificate from the Empanelled Chartered Accountant
  - (d) Undertaking from Issuer for the issuance of “Annexure A”
  - (e) Any other documents as may be required by the Debenture Trustee for conducting Due Diligence.
- (vii) The Issuer shall inter-alia furnish / shall have furnished to the Debenture Trustee the following documents and complete the following actions:
  - (a) Disclosure Document in relation to the Issue;
  - (b) The necessary corporate authorisations including board resolution(s);
  - (c) memorandum of association and articles of association;
  - (d) letters from the Credit Rating Agency regarding the ratings accorded to the Debentures;
  - (e) This Agreement;
  - (f) Chartered Accountant Certificate on Security Coverage Ratio of assets offered as Security to the Debenture Holders.
  - (g) Security Cover Certificate form a statutory auditor/ an independent chartered accountant
  - (h) In principle approval for listing of NCDs from Stock Exchange;
  - (i) Details of the depository with whom the Debentures are held in dematerialised form;
  - (j) Latest annual report of the Issuer;

- (k) The Debenture Trust Deed;
  - (l) Information to be submitted to Stock Exchange as required by the SEBI Listing Regulation, SEBI Debt Regulations and any other SEBI Guidelines /circulars within the timelines specified therein;
  - (m) Details of recovery expenses fund created by the Issuer in terms of the Regulation 15(1) (h) of the Debenture Trustee Regulations and SEBI DT Master Circular in the manner as prescribed by SEBI from time to time;
  - (n) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the asset cover and security cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of security for the debentures, if any, debenture redemption reserve and recovery expense fund;
  - (o) Statutory auditor's certificate for utilization of funds/issue proceeds as per SEBI Guidelines;
  - (p) Evidence of filing of a return of allotment of securities under Form No. PAS-3 under Section 42 of the Companies Act, read with Rule 14(4) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the Registrar of Companies ("ROC") within 15 (fifteen) days of the Deemed Date of Allotment along with a list of the Debenture holders and with the prescribed fee;
  - (q) Confirmation/proofs of payment of interest and principal made to the Debenture Holders on the relevant due dates;
  - (r) Periodical reports/ information on quarterly/ half-yearly/ annual basis as required under the applicable law;
  - (s) Bank account details of the Issuer along with copy of pre-authorisation letter issued by Company to its banker in relation to the payment of redemption amount;
  - (t) Acknowledgement of filing Disclosure Documents with the Stock Exchange/ Registrar of Companies
  - (u) Listing and trading permission from the Stock Exchange;
  - (v) Beneficiary position reports as provided by the registrar; and
  - (w) Such other documents as may be reasonably required by the Debenture Trustee in accordance with the compliance checklist having reference no. 54296/BTL/OPR/24-25 dated June 21, 2024 within the prescribed timeline. If compliance documents are not provided by the Company as per compliance checklist having reference no. 54296/BTL/OPR/24-25 dated June 21, 2024 within the prescribed timeline, the Debenture Trustee shall be entitled to waive off from its responsibilities falling under this transaction and towards Debenture Holders.
- (h) The Issuer hereby declares and confirms that it has given an undertaking in the Disclosure Document that assets on which charge is created are free from encumbrances and if assets are already charged to secure debt, the permissions or consent, if required to create pari passu charge on the assets of the Issuer has been obtained from existing creditors.



(i) Other Terms and Conditions

The Trustee, ipso facto does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.

(j) The Issuer undertakes that it shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount due to the Debenture Holder. Further, the Issuer hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.

(k) The Company further shall ensure that:

All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are mentioned in the Disclosure Document; and

It is specifically agreed between the Debenture Trustee and the Company that in case of any repugnancy, inconsistency or where there is a conflict between the terms in the Disclosure Document and the provisions contained in the Debenture Trust Deed, the provisions contained in the Disclosure Document shall prevail

(l) Authorization and Consents

All actions (including corporate actions), conditions and things required to be taken, fulfilled and done (including the obtaining of any consents (if applicable) by the Issuer in order to (a) enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under the Debenture Trustee Agreement, (b) ensure that those obligations are legally binding and enforceable, and (c) make the Debenture Trustee Agreement admissible in evidence in the courts of India, have been taken, fulfilled and done in strict compliance with all applicable laws and regulations.

## 2. Representations and Warranties

### Representations

The Company hereby makes the following representations and warranties with reference to the facts and circumstances as on the date hereof:

a. Status

The Company is a company, duly incorporated and validly existing under the law of its jurisdiction of incorporation, and has the right to own its assets and carry on its business as it is being conducted, under the law of its jurisdiction of incorporation.

b. Binding obligations

The obligations expressed to be assumed by the Company under each of the Transaction Documents, to which it is a party, are legal, valid, binding and subject to any general principles of law limiting its obligations.

c. Non-conflict with other obligations

The entry into and performance by the Company of, and the transactions contemplated by, the Transaction Documents to which it is a party, do not and will not conflict with:

- (i) any Applicable Law or order, writ, injunction or decree of any court or Governmental Authority having jurisdiction over the Company;
- (ii) its constitutional documents; or
- (iii) any agreement or instrument binding upon it or any of its assets,

d. Validity and admissibility in evidence

All authorisations required or desirable to make the Transaction Documents to which the Company is a party, admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

e. Compliance with laws

The Company is in material compliance with Applicable Laws, with all Tax laws in all jurisdictions in which it is subject to Tax and is not subject to any present liability by reason of non-compliance with such Applicable Law as would materially affect the ability of the Company to conduct the business. The Company has paid all Taxes due and payable by it (save and except for the Tax claims which are being contested by the Company in good faith before appropriate forums and has been disclosed to the Debenture Trustee in writing) and no claims have been asserted or are being asserted against it in respect of Taxes as would affect the ability of the Company to conduct its business.

f. No Event of default

- (i) No Event of Default is continuing or might reasonably be expected to result from the entering into or performance by the Company of any of the Transaction Documents.
- (ii) No other event or circumstance is outstanding which constitutes (or would to the best of the knowledge of the Company do so with the expiry of the cure period/grace period, the giving of notice, the making of any determination, the satisfaction of any other condition or any combination of any of the foregoing) an Event of Default (howsoever described) under any other lending agreement or instrument which is binding on it or to which its assets are subject.

g. No misleading information

- (i) Any factual information provided by or on behalf of the Company in connection with the issue of the Debentures are true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
- (ii) Nothing has been omitted from any information provided to the Debenture Trustee and no information has been given or withheld that results in such information being untrue or misleading in any material respect

h. No proceedings pending or threatened

No litigation, arbitration, investigative or administrative proceedings of or before any court,

arbitral body or agency which, if adversely determined, will have a Material Adverse Effect, have (to the best of its knowledge and belief after due and careful enquiry) been started or threatened against the Company.

i. Title

The Company has good and marketable title to, or valid leases and licences of or is otherwise entitled to use, all material assets necessary or desirable for it to carry on its business as it is being or is proposed to be conducted. The Company has provided title report in respect of the Secured Assets (wherever applicable) to the satisfaction of the Debenture Trustee.

j. No immunity

The Company's assets are not entitled to immunity from suit, execution, attachment or other legal process India.

k. Solvency

- (i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.
- (ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (iii) The value of the assets of the Company is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (iv) No moratorium has been, or may, in the reasonably foreseeable future be, declared in respect of any indebtedness of the Company.

l. Approvals

Except for any approvals as may be required in connection with the business subsequent to the date hereof, the Company hereby confirms that all approvals necessary under Applicable Law with respect to the business of the Company, have been taken by it and the same are valid and subsisting as at the date hereof.

m. Defaulter's List

The names of the Company and/ or its directors do not figure in any list of defaulters circulated by the RBI or any bank or financial institution nor do the names of its directors appear in caution list issued by RBI/ Export Credit Guarantee Corporation / Director General of Foreign Trade etc.

n. Remuneration/ expenses of Debenture Trustee

The remuneration/ fees/ expenses payable to the Debenture Trustee pursuant to the terms of the Transaction Documents arises on account of the provision of services by the Debenture Trustee and the obligations undertaken by the Debenture Trustee under the Transaction Documents are in the nature of service.

### 3. Covenants to the Issue

### 3.1. General Undertakings/ Obligations

- 3.1.1. The Company shall request the Depository to provide a list of Debenture Holder (s) showing (a) the name and address and the occupation, if any, of each Debenture Holder, (b) the amount of the Debentures held by each Debenture Holder distinguishing each Debenture by its number and the amount paid or agreed to be considered as paid on those Debentures, (c) the date on which each person was entered in the list as a Debenture Holder, (d) the date on which any person ceased to be a Debenture Holder, and (e) the subsequent transfers and changes of ownership thereof, as at the end of day 1 day prior to the start of the book closure period or at the Record Date, as the case may be. This shall be the list which shall be considered for payment of interest and Redemption of Debentures.
- 3.1.2. The Company shall keep proper books of account as required by the Act and make true and proper entries therein of all dealings and transactions of and in relation to the Secured Assets and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the Secured Assets and the business of the Company shall at reasonable times be open for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint.
- 3.1.3. The Company shall comply with all applicable directions, regulations and guidelines issued by any Governmental Authority including but not limited to the issue of Debentures.
- 3.1.4. So long as the Debenture Holder(s) continue to hold the Debentures, the Company agrees and undertakes to comply with all Applicable Laws including the Companies Act, 2013, all provisions of applicable SEBI regulations including SEBI (Debenture Trustee) Regulations, 1993 (as amended from time to time), SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (as amended from time to time), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time), Debt Regulations (as amended from time to time) the debt listing agreement entered into with the stock exchanges (where the Debentures are listed/ proposed to be listed). This Deed is also subject to such guidelines as may be issued by SEBI, Government of India, such other statutory or regulatory authorities from time to time.
- 3.1.5. The Company hereby declares that the Company is in compliance with the provisions of the Foreign Account Tax Compliance Act ("**FATCA**") and the Company hereby undertakes to ensure the compliance of the provisions of the FATCA at all times during the currency of the Debentures. The Company agrees to provide the respective authorities with any documentation or information requested relating to self or beneficiary or related Tax entity to the extent required by the Debenture Trustee for meeting its compliances. The Company agrees that it will provide a copy

of the documents provided to the Tax authorities to the Debenture Trustee for its records. Further, the Company shall indemnify and hold harmless the Debenture Trustee for any penal consequence arising due to non-compliance of the aforesaid provision by the Company.

- 3.1.6. The Company shall insure and keep insured up to the replacement value thereof or on such other basis as approved by the Trustee, the Secured Assets against fire, theft, lightning, explosion, earthquake, strike, lock out, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk and other risk as may be specified by the Trustee and shall duly pay all premium and other sums payable for the purpose.
- 3.1.7. The Company shall pay and discharge all Taxes, rates, rents and governmental charges upon the Company or its assets under Applicable Laws.
- 3.1.8. The Company shall transfer unclaimed interest/dividend to “Investor Education and Protection Fund” as per Section 125 of the Companies Act 2013 and shall not forfeit unclaimed interest/dividend.
- 3.1.9. The Company shall maintain a reserve to be called the **“Debenture Redemption Reserve”** as per the provisions of Act read with rules made thereunder or any regulations or guidelines issued by SEBI, as applicable. The Company shall submit to the Trustee a certificate duly certified by the statutory auditors certifying that the Company has transferred suitable sum to the Debenture Redemption Reserve at the end of each of financial year as per the Applicable Law. Issuer, being a Non-Banking Financial Company, is not required to create the “Debenture Redemption Reserve”
- 3.1.10. The Company shall create and maintain a reserve to be called the **“Recovery Expense Fund”** as in the form and manner required by the Debenture Trustee, in accordance with the SEBI DT Master Circular and the SEBI (Debenture Trustee) Regulations, 1993, including to recover expenses reasonably incurred by it in relation to enforcement of security and protection of its rights and the rights of the Debenture holders under the Debenture Documents
- 3.1.11. The Company hereby agrees and undertakes that, if during the currency of these presents, any further guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of Debenture Redemption Reserve and investment of the monies lying therein and/or Recovery Expense Fund, the Company shall duly abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Holder(s) or the Trustee.
- 3.1.12. The Company shall operate and maintain the in compliance with the terms of Applicable Law.

- 3.1.13. The Company shall take all steps for completion of the formalities for listing and commencement of trading at all the concerned stock exchange(s) in respect of the Debentures.
- 3.1.14. The Company shall ensure, and/or cause the Registrars to an issue and share transfer agent to forward the details of Debenture Holder(s) to the Debenture Trustee at the time of allotment and thereafter by the seventh working day of every next month in order to enable Debenture Trustee to keep its records updated and to communicate effectively with the Debenture Holders, especially in situations where Events of Default have occurred.
- 3.1.15. The Company agrees and undertakes to constitute a stakeholders' relationship committee, in terms of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015), to look into the mechanism of redressal of grievances of the Debenture Holders.
- 3.1.16. The Company hereby agrees, confirms and undertakes that in the event the Company has failed to make a timely Repayment of the Secured Obligations or to create a charge on the Secured Assets or there is a revision of rating assigned to the Debentures, the Trustee shall, be entitled to disclose the information to the Debenture Holder(s) and the general public by issuing a press release, placing the same on their websites and with the credit rating agencies.
- 3.1.17. The Company shall maintain a functional website containing correct and updated information as required by SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 and other Applicable Laws.
- 3.1.18. The Company shall give an undertaking in the Disclosure Document (as the case may be) that the Secured Assets are free from any encumbrances, and in cases where such assets are already charged to secure a debt, the permission or consent, where required to create a second or pari-passu charge on the Secured Assets has been obtained by the Company from its existing charge holders.
- 3.1.19. The Company hereby irrevocably and unconditionally appoints the Trustee to be the lawful attorney of the Company in the name and on behalf of the Company to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts of obligations declared or imposed upon the Company by these presents or of giving to the Debenture Holder(s) or to the Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred upon the Trustee or any Receiver appointed by them.
- 3.1.20. Subject to the Applicable Law, the Company may at its discretion by giving 15 (fifteen) days' notice or such notice as prescribed under Applicable Law, seek the rollover of any or all the Debenture. If the proposed roll over of the Debentures is approved by the Debenture Holder(s) by passing of a Special Resolution by them,



the Company shall roll over the debentures in accordance with the approval of the Debenture Holders. Provided however that the Company shall redeem the Debenture(s) of all the Debenture Holder(s), who have not given their positive consent to such roll-over.

3.1.21. The Company shall pay all such stamp duty as applicable on the Debentures and execution of this Deed and shall pay all such stamp duty (including any additional stamp duty, if any), other duties, Taxes, charges and penalties, if and when the Company may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Company failing to pay such stamp duty, other duties, Taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Trustee on demand.

3.1.22. The Company undertakes that it shall:

- a) at all times, obtain and maintain, or cause to be obtained and maintained, in full force and effect (or where appropriate, renew) all clearances/authorizations required for the purposes of the /business and all transactions as contemplated by the Transaction Documents, non-procuring or non-renewal whereof shall have a Material Adverse Effect.
- b) create all Security and execute all the Security Documents as may be required by the Trustee as per the terms hereof and shall ensure that all Transaction Documents, when executed, shall constitute its legal, valid and binding obligations under Applicable Law;
- c) attend to the complaints received in respect of the Debentures expeditiously and satisfactorily.
- d) if any of the Directors of the Company are added to any defaulter's list by any Governmental Authority, take immediate steps forthwith to remove such person from its Board.
- e) duly cause these presents to be registered in all respects so as to comply with the provisions of the Act and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908 or any act, ordinance or regulation applicable in any part of India, within which any portion of the Secured Assets are or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents.
- f) have no objection and hereby agrees, confirms and undertakes that in the event the Company has failed to make a timely Repayment of the Secured Obligations:
  - (i) the Trustee shall, as the Trustee may deem appropriate and necessary, be entitled to disclose all or any:
    - (1) information and data relating to the Company,
    - (2) information or data relating to this Deed;
    - (3) default committed by the Company in discharge of the obligations under the Transaction Documents, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this

behalf by RBI;

- (ii) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Trustee in the manner as deemed fit by them;
- (iii) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Trustee, and other credit grantors or registered users, as may be specified by RBI in this behalf;
- (iv) the Trustee and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the guarantor (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Trustee or RBI in their absolute discretion may think fit;

3.1.23. The Company agrees that no immunity (if acquired) shall be claimed by it or on its behalf with respect to its assets in any proceedings in relation to its obligations under the Transaction Documents and shall waive any such right of immunity which it or its assets has or may acquire. The execution of this Deed constitutes, and the exercise of its rights and performance of and compliance with its obligations under this Deed will constitute, private and commercial acts done and performed for private and commercial purposes.

3.1.24. The Company declares and undertakes that it has obtained the necessary permissions as may be required, for entering into the Transaction Documents, and shall execute the same within the time frame prescribed under the relevant SEBI regulations and circulars and furthermore, shall submit such Transaction Documents to the stock exchange for uploading on its website (as applicable), within 5 (five) days of execution of the same.

### 3.2. **Information Covenants**

1. The Company shall at the end of every calendar quarter within 45 days of the respective quarter or within 7 days of the relevant Board meeting whichever is earlier, submit to the Debenture Trustee a report confirming /certificate confirming the following:
  - a) Updated list of names and addresses of all the Debenture Holder(s) and the number of Debentures held by the Debenture Holder (s);
  - b) Details of interest due but unpaid, if any, and reasons for the same;
  - c) Details of payment of interest made on the Debentures in the immediately preceding calendar quarter;

- d) The number of grievances pending at the beginning of the quarter, the number and nature of grievances received from the Debenture Holder(s) during the quarter, resolved/disposed of by the Company in the quarter and those remaining unresolved by the Company and the reasons for the same; and
- e) Statement that the Security is sufficient to discharge the claims of the Debenture Holder(s) as and when they become due.

The Company shall, also quarterly submit a certificate from a statutory auditor certifying the maintenance of the Security Coverage Ratio, as per the terms of Disclosure Document and this Deed including compliance with the covenants of the respective Key Information Document and any other covenants in respect of listed non-convertible debt securities in the manner as may be specified by SEBI from time to time.

2. The Company shall promptly submit to the Debenture Trustee any information, as required by the Debenture Trustee including but not limited to the following:

- a) at the end of each year from the Deemed Date of Allotment, a certificate from the statutory auditors of the Company with respect to the use of the proceeds raised through the issue of Debentures. Such certificate shall be provided at the end of each year until the funds are fully utilized;
- b) by no later than 30 (thirty) days from the Deemed Date of Allotment or within such timelines as prescribed under Applicable Law, a certificate signed by an authorised officer of the Company confirming credit of dematerialized Debentures into the depository accounts of the Debenture Holder(s) within the timelines prescribed under the Applicable Laws;
- c) a half-yearly certificate along with half yearly results from the statutory auditor regarding maintenance of hundred percent security cover as per the terms of Disclosure Document and this Deed, including compliance with all the covenants, in respect of listed non-convertible debt securities, by the statutory auditor, along with the half-yearly financial results;
- d) upon there being any change in the credit rating assigned to the Debentures, as soon as reasonably practicable thereafter, a letter notifying the Trustee of such change in the credit rating of the Debentures, and further also inform the Debenture Trustee promptly in case there is any default in timely payment of interest or Redemption amount or both, or there is a failure to create charge on the Secured Assets, or there is a breach of any covenants, terms or conditions by the Company in relation to the Debentures under any Transaction Documents;
- e) a copy of all notices, resolutions and circulars relating to:
  - (i) new issue of non-convertible debt securities at the same time as they are sent to shareholders/ holders of non-convertible debt securities;

- (ii) 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;
- f) at the time of requesting the Trustee for ceding *pari passu* charge over the Secured Assets in favour of the lenders from whom the Company avails borrowings, a certificate from an authorised officer of the Company, with necessary supporting documents if required, confirming the following:
  - (iii) that the security / fixed assets cover stipulated hereunder will continue to be maintained even after sharing of the charge over the Secured Assets; and
  - (iv) that no Event of Default has occurred or is continuing in terms of the Transaction Documents.
- g) intimation to the Debenture Trustee (alongwith the stock exchange) if any of the following proposals being placed before the Board:
  - (v) any alteration in the form or nature or rights or privileges of the Debentures;
  - (vi) any alteration in the due dates on which interest on the Debentures or the Redemption amount is payable; and / or
  - (vii) any other matter affecting the rights and interests of the Debenture Holder(s) is proposed to be considered.
- 3. The Company shall promptly inform the Debenture Trustee of any disclosures made to the stock exchange in terms of Regulation 51 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Circulars which may have a bearing on the Debenture issue;
- 4. The Company shall promptly inform the stock exchange(s) and the Debenture Trustee all information having bearing on the performance/recovery expense fund.
- 5. the Company, any price sensitive information or any action that may affect the payment of interest or Redemption of the Debentures in terms of Regulation 51(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 6. The Company shall give prior intimation to the stock exchange(s) with a copy to the Debenture Trustee at least seven (7) Business Days excluding the date of intimation and before the date on and from which the interest on Debentures, and the Redemption amount of Debentures becomes payable or within such timelines as prescribed under Applicable Law.
- 7. The Company shall promptly inform the Debenture Trustee the status of payment (whether in part or full) of Debentures within 1 (one) working day of the payment / Redemption. While intimating the Debenture Trustee, the Company shall also confirm whether they have informed the status of payment or otherwise to the stock exchange(s) and Depository.

8. Promptly within 1 (one) day of the interest or principal or both becoming due, the Company shall submit a certificate to the stock exchange(s) along with the Debenture Trustee, that it has made timely payment of interests or principal obligations or both in respect of the Debentures and also upload the information on its website.
9. If default in payment of Debentures is continuing, the Company shall inform the Debenture Trustee the updated status of payment latest by the 2<sup>nd</sup> working day of April of each financial year, along with the intimation on the updated status of payment to the stock exchange(s) and the Depository. Further, the Company shall also intimate the development, if any, that impacts the status of default of the Debentures (including restructuring, insolvency proceedings, repayment, etc.) to the stock exchange(s), Depository and Debenture Trustee within 1 (one) working day of such development. The aforementioned intimations shall be submitted until the Secured Obligations are fully discharged or satisfied. The Company shall provide an undertaking to the stock exchange(s) on annual basis that all documents and intimations required to be submitted to Debenture Trustees in terms of Trust Deed and SEBI (Issue and listing of Debt securities) Regulations have been complied with and furnish a copy of such undertaking to the Debenture Trustee for records.
10. The Company shall promptly inform the Debenture Trustee the following details (if any):
  - a) corporate debt restructuring,
  - b) fraud/defaults by promoter or key managerial personnel or by Company or arrest of key managerial personnel or promoter; and / or
  - c) reference to National Company Law Tribunal or insolvency petitions (if any) filed by any creditor of the Company.
11. The Company shall submit to the stock exchange for dissemination, along with the half yearly/annual financial results, the following information alongwith the Debenture Trustee's letter of noting of the said information:
  - a) Credit rating of the Debentures or change in credit rating;
  - b) Nature, extent of the Security and security cover available for the Debentures;
  - c) Debt-equity ratio;
  - d) Previous due date for the payment of interest/principal and whether the same has been paid or not;
  - e) Next due date for the payment of interest/principal;
  - f) Debt service coverage ratio;
  - g) Interest service coverage ratio;
  - h) Net worth;
  - i) Net profit after tax;
  - j) Earnings per share;
  - k) A statement indicating material deviations, if any in utilisation of the proceeds of the Debentures.

12. The Company shall notify the Trustee of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
13. The Company shall furnish to the Trustee details of all grievances received from the Debenture Holder(s) and the steps taken by the Company to redress the same. At the request of any Debenture Holder(s), the Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Debenture Holder(s) representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, call a meeting of the Debenture Holder(s).
14. 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 TO THE DEBENTURE TRUSTEE
Security cover certificate	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.
(To the extent applicable) A statement of value of pledged securities	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.
(To the extent applicable) A statement of value for Debt Service Reserve Account or any other form of security offered	Quarterly basis within 60 (sixty) days from each Quarterly Date or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.
(To the extent applicable) Net worth certificate of guarantor (secured by way of personal guarantee)	Half yearly basis within 60 (sixty) days from end of each half-year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.
(To the extent applicable) Financials/value of guarantor prepared on basis of audited financial statement etc. of the guarantor (secured by way of corporate guarantee)	Annual basis within 60 (sixty) days from end of each Financial Year or such other timelines as prescribed under Applicable Law or as may be mutually agreed between the Company and the Debenture Trustee.

(To the extent applicable) Valuation report and title search report for the immovable/movable assets, as applicable	Within such timelines as prescribed under Applicable Law or within such timelines as may be mutually agreed between the Company and the Debenture Trustee.
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15. The Company shall promptly inform the Trustee of any major or significant change in composition of its Board, which may amount to change in control as defined in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
16. The Company shall inform the Debenture Trustee, of any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Company.
17. The Company shall promptly supply certified copies to the Trustee of any authorisation required under any law or regulation to enable it to perform its obligations under the Transaction Documents (including, without limitation, in connection with any payment to be made hereunder) and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of the Transaction Documents.
18. The Company shall supply to the Debenture Trustee a copy of annual report at the same time as it is issued along with a copy of certificate from the Company's statutory auditor in respect of utilisation of funds, at the end of each accounting year till the time such funds are fully utilized. In case the Debentures are issued for financing working capital or general corporate purposes or for capital raising purposes, copy of the statutory auditor's certificate may be submitted at the end of each financial year till the funds have been fully utilised or the purpose for which these funds were intended has been achieved.
19. The Company shall supply to the Trustee (sufficient copies for all Debenture Holder(s) if the Trustee so requests) quarterly financial results within forty five (45) days of the end of each quarter, half yearly financial results within forty five (45) days from the end of the each half year, and the audited financial statements for a financial year (including statutory auditors report, directors' annual report, profit and loss accounts and a balance sheet) by no later than 60 (sixty) days from the end of the relevant financial year.
20. In case of initiation of forensic audit (by whatever name called) in respect of the Company, the Company shall provide following information and make requisite disclosures to the stock exchanges:
  - (i) the fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available; and
  - (ii) final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management, if any.
21. The Company shall promptly provide or inform the Debenture Trustee the details of all orders, directions, notices, of any court/Tribunal affecting or likely to affect the Secured Assets.



22. The Company shall submit to the Debenture Trustee/stock exchange and the Debenture Holder(s) correct and adequate information (in the manner and format as requested by them or as required by Applicable Law) and within the time lines and procedures specified in the SEBI Regulations, Act, circulars, directives and/or any other Applicable Law.
23. The Company shall furnish the following to the Debenture Trustee:
- (a) its duly audited annual accounts, within 180 (One Hundred and Eighty) days from the close of its accounting year;
  - (b) copy of the un-audited or audited financial results on a half yearly basis on the same day the information is submitted to stock exchanges i.e. within 45 (Forty-Five) days from the end of the half year or within such timelines as prescribed under Applicable Law;
  - (c) such information in relation to the Secured Assets that the Debenture Trustee may reasonably request (in a format which shall be provided by the Debenture Trustee from time to time) for the purpose of quarterly diligence by the Debenture Trustee to monitor the Security Coverage Ratio and shall also submit to the Debenture Trustee a certificate from the director/ managing director of the Company on half-yearly basis, certifying the value of the identified receivables as agreed in the Transaction Documents;
  - (d) all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence in terms of SEBI DT Master Circular
24. The Company shall:
- a) supply to the Trustee (with sufficient copies for all Debenture Holder(s) if the Trustee so requests) all documents despatched by it to its shareholders (or any class of them) or its creditors generally at the same time as they are despatched;
  - b) promptly upon becoming aware, supply to the Trustee (and sufficient copies for all Debenture Holder(s) if the Trustee so requests), the details of any event which may have a Material Adverse Effect;
  - c) promptly upon becoming aware, supply to the Trustee (and sufficient copies for all Debenture Holder(s) if the Trustee so requests), the details of the existence of any event or condition or claim which permits, or with the passage of time, will permit, the Company to abandon the business;
  - d) at the end of every financial year, supply to the Trustee (and sufficient copies for all Debenture Holder(s) if the Trustee so requests), a certificate from a statutory auditor confirming the due maintenance of a Debenture Redemption Reserve as per the provisions of Applicable Law;
  - e) promptly, supply to the Trustee (and sufficient copies for all Debenture Holder(s) if

the Trustee so requests), notice of any change in its authorised signatories (in connection with the Transaction Documents), signed by one of its directors or its company secretary, whose specimen signature has previously been provided to the Trustee, accompanied (where relevant) by a specimen signature of each new signatory;

- f) forthwith give, notice in writing to the Trustee of commencement of any proceedings directly affecting the Secured Assets.

### 3.3. Negative Covenants:

The Company hereby covenants with the Trustee that during the continuance of this security and only in the event of default, without the prior written approval of the Trustee, the Company shall not:

3.3.1. The Company shall not, without prior intimation to the Debenture Trustee, make any change in the nature and conduct of its business (from what is being carried out as on the date hereof) other than the objects as set out in its Memorandum of Association. The Company shall not, without the prior consent of the Debenture Trustee, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise encumber or charge or dispose the Secured Assets or any part thereof

3.3.2. The Company shall not make any material modification to the structure of the Debentures in terms of coupon, conversion, Redemption, or otherwise without the prior approval of the stock exchange and such prior approval of the stock exchange would be obtained only after: (a) approval of the Board and the Debenture Trustee; and (b) complying with the provisions of Companies Act, 2013 including approval of the requisite majority of Debenture Holder(s). Further, any proposal of restructuring received by Debenture Trustee shall be communicated to Debenture Holder(s) immediately.

3.3.3. The Company shall not, without the prior consent of the Debenture Trustee, make any investment by way of deposits, loans, bonds, share capital, or in any other form upon the occurrence of any Event of Default .

3.3.4. The Company shall not, without the prior consent of the Debenture Trustee, directly or indirectly contract, create, incur, assume or suffer to exist any indebtedness or borrowing arrangement, either secured or unsecured, with any other bank, financial institution, company or otherwise or accept deposits, except as otherwise permitted herein.

3.3.5. The Company shall not create further charge or encumbrance of the Secured Assets other than the Permitted Security Interest, without prior approval of the Trustee and the Debenture Holder(s) /.

3.3.6. The Company shall not, without the prior consent of the Debenture Trustee, abandon or agree to abandon its business.

- 3.3.7. In the case of Event of default, the Company shall, after the occurrence and continuance of an Event of Default, so long as the Debentures are outstanding, not declare any dividend to the shareholders in any year until the Company has paid or made satisfactory provision for the payment of the instalments of principal due and interest due on the Debentures.
- 3.3.8. The Company shall not, without the prior consent of the Debenture Trustee, carry out any amendments or alterations to the memorandum of association and articles of association, which would impact the consummation of the transactions contemplated under the Transaction Documents or otherwise prejudice/impact the rights/interest of the Debenture Holders.
- 3.3.9. The Company shall not, without the prior consent of the Debenture Trustee, voluntarily wind up or liquidate or dissolve its affairs or make any filing for initiation of corporate insolvency resolution process or liquidation under the Insolvency and Bankruptcy Code, 2016 or under any other Applicable Laws.
- 3.3.10. Permit or cause to be done any act or thing whereby its right to transact business could be terminated or whereby payment of any principal or interest on the Debentures may be hindered or delayed.

**3.4. Affirmative Covenants:-**

The Company hereby covenants with the Trustee that the Company will at all times during the continuance of this security (except as may otherwise be previously agreed in writing by the Trustee):-

- 3.4.1. That the Company shall keep the debenture trustee informed of all orders, directions, notices, of court/tribunal affecting or likely to affect the charged assets
- 3.4.2. That the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Trustee may reasonably require for exercising the rights, powers and authorities hereby conferred on the Trustee or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Trustee may require for facilitating realisation;
- 3.4.3. Carry out and conduct its business with due diligence and efficiency and in accordance with sound technical, managerial and financial standards and business practices with qualified and experienced management and personnel;
- 3.4.4. At the end of each calendar quarter, furnish to the Trustee a report of the compliance of the Company with respect to the timely and accurate payment of the interest on the Debentures.

- 3.4.5. The Company shall obtain, at the end of each financial year after the date of issue of the Debentures, an annual credit rating in respect of the Debentures and submit the same to the Trustee.
- 3.4.6. The Company shall forward the details of Debenture holders to the Trustee at the time of allotment and thereafter by the seventh working day of every next month;
- 3.4.7. Keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the security and the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the security and the business of the Company shall at all reasonable times be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for that purpose, appoint;
- 3.4.8. Give to the Trustee or to such person or persons as aforesaid such information as they or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Trustee three copies of every report, balance sheet, profit and loss account, circulars or notices issued to the shareholders and the Trustee shall be entitled, if it thinks fit in the event of default, to nominate a firm of Chartered Accountant to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs of the Company and the Company shall allow any such accountant to make such examination and investigation and shall furnish them with all such information as they may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation with prior notice of 7 days being provided by Trustee;
- 3.4.9. Diligently preserve its corporate existence and status and all consents now held or any rights, licences, privileges or concessions hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said Consents, rights, licences, privileges and concessions and comply with all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body as may be applicable and reasonable or any part thereof provided that the company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the security for the Debentures is not thereby materially endangered or impaired;
- 3.4.10. Pay all stamp duty, taxes, charges and penalties if and when the Company may be required to pay the same according to the laws for the time being in force and in the event of the Company failing to pay such stamp duty, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Trustee on demand;

- 3.4.11. Reimburse all sums paid or expenses incurred by the Trustee or any Receiver, attorney, agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rate of interest payable on the Debentures from the date, when the same shall have been paid and until such reimbursement, all such sums shall be a charge upon the security in priority to the charge securing the Debentures;
- 3.4.12. Promptly inform the Trustee if any suit or other legal process intended to be filed or initiated against the Company affecting title of the Company or if a receiver is appointed of any of its properties or business or undertaking;
- 3.4.13. Promptly inform the Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and the reasons therefor;
- 3.4.14. Promptly inform the Trustee of any substantial loss or damage, which the Company may suffer due to force majeure circumstances or act of God against which the Company may not have insured its properties;
- 3.4.15. Submit to the Trustee its duly audited annual accounts, within six months from the close of its financial year and in case the statutory audit is not likely to be completed during this period, the Company shall get its accounts audited by an independent firm of Chartered Accountants and furnish the same to the Trustee;
- 3.4.16. provide valuation certificate from qualified chartered accountant's certificate to establish the value of the security as agreed in the Transaction Documents.
- 3.4.17. Submit to the Trustee on a yearly basis a certificate from statutory auditor/ Independent Chartered Accountant giving the valuation of book debts/business receivables.
- 3.4.18. Submit on quarterly basis,
- i. Certificate from Director / Managing Director certifying the value of book debts / business receivables.
  - ii. Certificate from an Independent Chartered Accountant giving the value of book debts / business receivables.
- 3.4.19. Submit a quarterly report to the Trustee containing the following particulars:
- (i) Updated list of names and address of all Debenture Holder(s);
  - (ii) Details of interest due but unpaid and reasons for the same;
  - (iii) That the number and nature of grievances received from the Debenture Holder(s) and resolved/ unresolved by the Company and the reasons for the same;

- (iv) Statement that the assets of the Company available as security are sufficient to discharge the claims of the Debenture Holder(s) as and when the same become due.
  - (a) Compliance status with respect to financial covenants of the listed debt securities certified by statutory auditor.
- 3.4.20. Promptly inform the Trustee of any change in its name, any change in the composition of its Board of Directors or change in the conduct of its business;
- 3.4.21. Comply with all the directions/guidelines issued by any regulatory authority with regard to the debenture issue.
- 3.4.22. Submit such information, as may be required by the Debenture Trustee.
- 3.4.23. Cause to be executed among the Trustee and the other lenders an inter-se pari passu agreement, in form and substance acceptable to the Trustee.
- 3.4.24. furnish the following reports/certificates to the Debenture Trustee.
- 3.4.25. The Company while submitting half yearly / annual financial results to stock exchange, shall disclose the following line items along with the financial results as per the Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015
  - i) Credit rating;
  - ii) Debt-equity ratio;
  - iii) Previous due date for the payment of interest/ principal and whether the same has been paid or not; and
  - iv) Next due date for the payment of interest /principal
  - v) Debenture Redemption Reserve
  - vi) Net worth
  - vii) net profit after tax
  - viii) earnings per share

#### **4. Events Of Default**

- 4.1. The occurrence of any one of the following events shall constitute an “**Event of Default**” by the Company:
  - 4.1.1 **Default in redemption of debentures**

Default shall have occurred in the Redemption of the Debentures together with redemption premium, if any, as and when the same shall have become due and payable.
  - 4.1.2 **Default in payment of interest**

Any default by the Company in the payment of any installment of interest of the Debentures, as and when the same shall have become due and payable.

**4.1.3 Default in performance of covenants and conditions**

Default shall have occurred in the performance of any covenants, conditions or agreements on the part of the Company other than any payment defaults under this Deed or the other Transaction Documents or deeds entered into between the Company and the Debenture Holder(s) and/or Debenture Trustee.

**4.1.4 Company ceases to carry on business**

If the Company ceases with/without the consent of the Debenture Holder(s), or threatens to cease to carry on its business or gives notice of its intention to do so.

**4.1.5 Inability to pay debts**

If the Company is unable to or admits in writing its inability to pay its debts as they mature or proceedings for taking it into insolvency or liquidation have been admitted by any competent court or a special resolution has been passed by the shareholders for winding up of the Company or for filing an application to initiate insolvency resolution process of the Company or it is certified by the statutory auditors that the liabilities of the Company exceed its assets indicating the inability of the Company to discharge its obligations under this Deed.

**4.1.6 Proceedings against Company**

The Company shall have voluntarily or involuntarily become the subject of proceedings under bankruptcy or insolvency law, or has suffered any action taken for its reorganization, insolvency, liquidation or dissolution except an application filed by an operational creditor of the Company for initiation of corporate insolvency resolution process in respect of the Company, which has been disputed by the Company and gets dismissed within 30 days from the date of first listing of such application; or a receiver or resolution professional or liquidator is appointed or allowed to be appointed in respect of all or any part of the undertaking of the Company.

**4.1.7 Security is in jeopardy**

- (a) When the Company creates or attempts to create any charge on the Secured Assets or any part thereof, other than the Permitted Security Interest, without the prior approval of the Trustees/Debenture Holder(s) or if, in the reasonable opinion of the Debenture Trustee, the Security is in jeopardy or the Security Coverage Ratio is not maintained by the Company; and
- (b) If any Security Document once executed and delivered, ceases to be in full force and effect or fails to provide the Debenture Trustee and the Debenture Holder(s) with the Security Interest intended to be created thereby.

**4.1.8 Misleading Information**



Any information given by the Company in the Disclosure Documents, the Transaction Documents and/or other information furnished and/or the representations and warranties given/deemed to have been given by the Company to the Debenture Holder(s) for availing financial assistance by way of subscription to the Debentures is or proves to be misleading or incorrect in any material respect or is found to be incorrect.

**4.1.9 Inadequate Insurance**

If the properties and assets offered as security to the Trustee/ Debenture Holder(s) for the Debentures (including the Secured Assets) are not insured or kept under-insured by the Company or depreciate in value to such an extent that in the opinion of the Debenture Holder(s) /Debenture Trustee, further security to the satisfaction of the Debenture Holder(s)/ Debenture Trustee should be given and such security is not given.

**4.1.10 Attachment or Distraint**

If an attachment or distraint is levied on the Secured Assets or any part thereof and / or certificate proceedings are taken or commenced for recovery of any dues from the Company.

4.1.11 If extraordinary circumstances have occurred which make it improbable for the Company to fulfill its obligations under this Deed and/or the Debentures in the opinion of the Debenture Trustee.

4.1.12 If it is certified by the statutory auditors that the liabilities of the Company exceed its assets indicating the inability of the Company to discharge its obligations under this Deed.

**4.1.13 Expropriation / Nationalisation**

If any Governmental Authority shall have condemned, nationalized, seized, or otherwise expropriated all or any substantial part of the assets of the Company or of the shares of the Company held by any director or the promoters, or shall have assumed custody or control of such shares or the business or operations of the Company or shall have taken any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on its business or operations or a substantial part thereof.

**4.1.14 Alteration to Memorandum or Articles**

If the Company, shall without the previous consent in writing of the Debenture Trustee, make or attempt to make any alteration in the provisions of its Memorandum and/or Articles of Association which might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture

Holder(s)/Beneficial Owner(s) and shall upon demand by the Debenture Trustee refuse or neglect or be unable to rescind such alteration.

**4.1.15 Clearances**

Any of the material clearances required or desirable in relation to the Company or the Debentures in accordance with any of the Transaction Documents is not received or is revoked or terminated, withdrawn, suspended, modified or withheld or shall cease to be in full force and effect which shall, in the reasonable opinion of Debenture Holder(s), have Material Adverse Effect on the Company or the Debentures.

**4.1.16 Unlawfulness**

It is or becomes unlawful for the Company to perform any of its material obligations under any Transaction Document in the opinion of the Debenture Holder/Beneficial Owner(s).

**4.1.17 Material Adverse Effect**

The occurrence of any event or condition which, in the reasonable opinion of the Trustee or the Debenture Holder(s), constitutes a Material Adverse Effect.

Any other event described as an Event of Default in the Disclosure Documents and the Transaction Documents.

**4.2. Consequences of Events of Default**

4.2.1 After the occurrence of an Event of Default under Clause 4.1 above, and the expiry of Cure Period for each of the Event of Defaults (save except for the payment default) the Debenture Trustee shall send a notice to the Debenture Holder(s) (along with a copy to the Company) within 3 (three) days of the Event of Default by registered post/acknowledgement due or speed post/acknowledgement due or courier or hand delivery with proof of delivery and also through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained.

4.2.2 The notice shall contain the following:

- (a) request for negative consent for proceeding with the enforcement of security;
- (b) the time period within which the consent needs to be provided by the Debenture Holder(s), viz. consent to be given within 15 days from the date of notice or such revised timelines as prescribed under Applicable Law; and
- (c) the date of meeting to be convened (which shall be within 30 days of the occurrence of Event of Default).

Provided that in case the Event of Default is cured between the date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.

- 4.2.3 The Debenture Trustee shall take necessary action of either enforcing the Security or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a representative committee of the Debenture Holder(s) to enforce the Security or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions which shall be binding on the specific ISIN level Debenture Holder(s) in relation to enforcement of the Security, or take any other action as may be decided by the Debenture Holder(s), from time to time.

The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), consider the resolution plan, if any, on behalf of the Debenture Holder(s) in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.

- 4.2.4 The Trustee shall also have the following rights (notwithstanding anything in these presents to the contrary):
- (a) to enter upon and take possession of the Secured Assets as per the provisions of this Deed;
  - (b) to enforce any Security created pursuant to the Security Documents in accordance with the terms thereof, as may be set out therein, towards Repayment of the Secured Obligations;
  - (c) to transfer the Secured Assets of the Company by way of lease/sub-lease or license or sale upon occurrence of Event of Default in accordance with the terms hereof;
  - (d) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 and Debt Regulations on the board of directors of the Company or to appoint an observer to all meetings of the board of directors of the Company, in the manner more particularly set out in Clause 11 of this Deed;
  - (e) to initiate any enforcement action including without limitation under SARFAESI Act, 2002, Insolvency and Bankruptcy Code, 2016 (wherever applicable), sale without intervention of Court under Section 69 of Transfer of Property Act, 1882 or any other Applicable Law;
  - (f) to levy default interest on overdue amounts as per the terms of issue; and
  - (g) to exercise such other rights as the Debenture Holder(s) may deem fit under Applicable Law.
- 4.2.5 The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in the SEBI DT Master Circular for utilisation of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not

limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund towards enforcement of Security.

- 4.2.6 All expenses over and above those met from the Recovery Expense Fund incurred by the Trustee after an Event of Default has occurred in connection with :-
- (a) preservation of the Secured Assets (whether then or thereafter existing); and
  - (b) collection of amounts due under this Deed,
- shall be payable by the Company.

Without prejudice to the obligation of the Trustee to monitor the Security Coverage Ratio and the Security in respect of the Debentures and to take necessary enforcement actions in accordance with the Transaction Documents, it is hereby clarified that the Trustee shall not be liable in any manner to guarantee the recovery of the entire outstanding amounts in relation to the Debentures.

## **5. Conditions Precedent & Conditions Subsequent**

### **5.1. Conditions Precedent**

The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, prior to the Deemed Date of Allotment, and shall submit and provide to the Debenture Trustee.

#### **A. Constitutional Documents And Authorisations**

- a) A copy of the Company's Constitutional Documents certified as correct, complete and in full force and effect by an appropriate officer of the Company;
- b) A copy of resolution of the Company's board of directors/committee of the Company's board of directors: (i) authorising the execution, delivery and performance of the Transaction Documents; (ii) appointing Beacon Trusteeship Limited as the Debenture Trustee; (iii) authorising the creation of Security Interest over Hypothecated Assets in relation to the Issue; and (iv) authorising the issue and allotment of the NCDs and authorising certain officials of the Company named therein to execute all documents in relation to the Issue, certified as correct, complete and in full force and effect by an appropriate officer of the Company;
- c) A copy of resolution of the Company's board of directors/committee of the Company's board of directors: authorizing the specific terms of the Issue and the Information Memorandum in accordance with the Board resolution referred to above; and

- d) Copies of the resolutions of the shareholders of the Company under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company;

**B. Transaction Documents**

Execution, delivery and stamping of the Information Memorandum and the other Transaction Documents in a form and manner satisfactory to the Debenture Trustee;

**C. Intermediary Documents**

- a) A copy of the credit rating letter and/or the rating rationale issued in relation to the Debentures;
- b) A copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;
- c) A copy of the consent to act as the registrar and transfer agent for the Issue;
- d) A copy of the Tripartite Agreement;
- e) Appointment of the Registrar to the Issue; and
- f) Appointment of the Debenture Trustee to the Issue;

**D. Others**

- a) The audited financial statements of the Company for the Financial Year ended March 31, 2024;
- b) A certificate from the authorised signatory(ies) of the Company addressed to the Debenture Trustee confirming that the relevant Identified Book Debts are free from any encumbrances, in a form and manner satisfactory to the Debenture Trustee;
- c) Copy(ies) of the in-principle approval(s) provided by the NSE and/or BSE in respect of the listing of the Debentures;
- d) Receipt of the ISIN from the Depository for the issuance of the Debentures;
- e) Independent chartered accountant's certificate indicating Security Cover ratio;
- f) Passport size photographs of all signatories executing any of the Transaction Documents in relation to Issue;
- g) Specimen signature of all the signatories executing any of the documentation in relation to the Issue, duly certified by a director or the authorised signatory;
- h) Filing of certified true copy of the resolutions of the board of directors/committee of board of directors with the Registrar of Companies by the Company; and
- i) Such other information, documents, certificates, opinions and instruments as the Debenture Holders/Debenture Trustee may reasonably request.

**5.2. Conditions Subsequent**

The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee:

- (i) within 1 (one) day from the Deemed Date of Allotment, certified true copy of all corporate actions for approving and allotting the Debentures;
- (ii) within 2 (two) days of each of the Deemed Date of Allotment, the Company shall ensure that the Debentures are allotted to the respective Debentures Holders and are credited into the demat accounts of the relevant Debentures Holders;
- (iii) within 3 (three) Business days from each of the Issue Closing Date, copy of application for listing the Debentures on the Stock Exchange;
- (iv) within 15 (fifteen) days of the allotment of the Debentures, file a return of allotment of securities under Form PAS-3 of the Companies (Information Memorandum and Allotment of Securities) Rules, 2014 with the ROC along with a list of the Debentures Holders and with the prescribed fee;
- (v) the Company shall in respect of the Transaction Security, file Form CHG-9 with the relevant registrar of companies and shall ensure and procure that the Debenture Trustee files the prescribed Form I with CERSAI, each within 30 (thirty) days from the date of creation of the Transaction Security;
- (vi) within 2 (two) day of the filing of charges by way of CHG-9 above, a copy of the payment challan issued by the Registrar of Companies;
- (vii) the Company shall make the application for listing of the NCDs and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements;
- (viii) entry of names of the Debenture Holders into the register of debenture holders maintained by the Company in accordance with Section 88 of the Act;
  - a) a certificate of the Company (signed by an authorized signatory of the Company) confirming, inter alia, that as on the Deemed Date of Allotment:
  - b) no event of default (as may be defined in the Transaction Documents) has occurred and/or is continuing;
  - c) the Company is and will be, after issuance of the Debentures, in full compliance with all provisions of the Transaction Documents, its Constitutional Documents, any document to which it is a party or by which it is bound, and any Applicable Law and regulations applicable to it; and the proceeds of the Debentures are within the authorized borrowing limits of the Company specified under the special resolution of the shareholders of the Company passed under Section 180(1)(a) and Section 180(1)(c) of the Act, and are needed by the Company for the purpose specified in the Transaction Documents;
- (ix) confirmation on payment of stamp duty in connection with the issuance of Debentures;

- (x) confirmation from the bank with which the bank account is being maintained that the proceeds from the issue of Debentures have been transferred to Company's account only after receipt of confirmation in this regard from Debenture Trustee, together with the certified true copy of the account statement;
- (xi) within 30 (thirty) days from the complete utilisation of all proceeds of the Issue, a certificate from the independent chartered accountant confirming such complete utilization of the Issue proceeds, and until such complete utilisation, a certificate from an independent chartered accountant confirming status of utilisation of funds on a quarterly basis;
- (xii) details of the Recovery Expense Fund created by the Company in terms of the Regulation 11 of the Debt Regulations, in the manner as may be specified by the SEBI from time to time;
- (xiii) comply with such other condition and provide such other information and documents as the Debenture Holders/Debenture Trustee may reasonably request, or as may be required under Applicable Law.



**ANNEXURE VII – MATERIAL CHANGES AND MATERIAL DEVELOPMENTS IN THE  
INFORMATION PROVIDED UNDER THE GENERAL INFORMATION DOCUMENT**

**1. DETAILS OF THE FOLLOWING LIABILITIES OF THE COMPANY FOR QUARTER ENDING SEPTEMBER  
30, 2024**

**a. Details of outstanding secured loan facilities as at September 30, 2024**

Sr. No.	Name of Lender	Type of Facility and Documentation	Total amount of loan Sanctioned (in ₹ crore)	Principal Amount Outstanding as on September 30, 2024 (in ₹ crore)	Repayment Date/ Schedule	Security	Credit Rating (if applicable)	Asset Classification
1.	State Bank of India	Term Loan	400	335	31-12-2024 , 31-03-2025 , 30-06-2025 , 30-09-2025 , 31-12-2025 , 31-03-2026 , 30-06-2026 , 30-09-2026 , 31-12-2026 , 31-03-2027 , 30-06-2027 , 30-09-2027 , 29-10-2027	For the purposes of the Facility and this Deed of Hypothecatio n the term Secured Assets shall mean and include: First pari passu charge by way of hypothecatio n on all receivables and loan assets pertaining to non-capital segment of the company shared among working capital lender/Term lenders and Corporate Guarantee by 360 ONE WAM LIMITED. Minimum security coverage of 1.25 times of the	ICRA AA Stable	Standard

Sr. No.	Name of Lender	Type of Facility and Documentation	Total amount of loan Sanctioned (in ₹ crore)	Principal Amount Outstanding as on September 30, 2024 (in ₹ crore)	Repayment Date/ Schedule	Security	Credit Rating (if applicable)	Asset Classification
						outstanding balance at all times		
2.	ICICI Bank	Short Term Loan	200	200	08-09-2025	First ranking parri passu charge on standard receivables of the Borrower with minimum cover of 1.20 times of the outstanding amount under the Facility. At any point of time, such assets will not include those assets wherein the scheduled repayment is overdue for more than 90 days or such other days of NPA recognition as per RBI guidelines, whichever is lower. In such a case the said receivables will be replaced with receivables of equal value, in order to maintain the security cover. Corporate	ICRA AA Stable	Standard

Sr. No.	Name of Lender	Type of Facility and Documentation	Total amount of loan Sanctioned (in ₹ crore)	Principal Amount Outstanding as on September 30, 2024 (in ₹ crore)	Repayment Date/ Schedule	Security	Credit Rating (if applicable)	Asset Classification
						Guarantee by 360 ONE WAM LIMITED		
3.	Karnataka Bank	Term Loan	50	33	05-12-2024 , 05-03-2025 , 05-06-2025 , 05-09-2025 , 05-12-2025 , 05-03-2026 , 05-06-2026 , 05-09-2026	Pari-passu First charge by way of hypothecation of loan receivables present & future of the Company (Standard Assets excluding capital market exposure & receivables on loans against debt securities) and Corporate Guarantee from 360 ONE WAM LTD with minimum security coverage of 1.15 times of the outstanding balance at all times.	ICRA AA Stable	Standard

Secured Cash Credit / Overdraft (“CC/OD”)/ Working Capital Demand Loans (“WCDL”) facility availed by our Company:

Sr. No.	Lender's Name	Type of Facility	Date of Sanction/ Renewal	Amount Sanctioned (₹ in crore)	Principal Amount Outstanding as on September 30, 2024 (₹ in crore)	Carrying Amount as on September 30, 2024 (₹ in crore)	Repayment Date / Schedule	Security	Credit rating, if applicable	Asset Classification
1.	HDFC Bank	WCDL/C C	09-09-2024	400	350	350	Rs 50 Crs - 20/12/2024 Rs 250 Crs - 22/06/2025 Rs 50 Crs - 19/09/2025	Pari Passu charge on receivables from book debts of the Borrower and Corporate Guarantee by 360 ONE WAM LIMITED. Minimum security cover of 1.15 times on the outstanding amount of the Facility to be maintained at all times during the tenor of the Facility.	ICRA AA Stable	Standard
2.	Bajaj Finance Limited	WCDL	23-09-2024	75	75	75	21-09-2025	The loan facility and all the Secured Obligations shall be secured by first pari passu charge on all present and future business receivables of the company pertaining to Capital Market business including receivables from current assets and investment related to capital market. The	ICRA AA Stable	Standard

Sr. No.	Lender's Name	Type of Facility	Date of Sanction/ Renewal	Amount Sanctioned (₹ in crore)	Principal Amount Outstanding as on September 30, 2024 (₹ in crore)	Carrying Amount as on September 30, 2024 (₹ in crore)	Repayment Date / Schedule	Security	Credit rating, if applicable	Asset Classification
								company shall ensure that the requisite security cover of 1.10x(Minimum Asset Cover)time of Principal and interest outstanding to the Secured Obligations shall be maintained throughout the Tenor of this Facility.		

**b. Details of outstanding non-convertible securities as at September 30, 2024:**

ISIN	Debenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repayment Date	Credit Rating	Secured/ Unsecured	Rating Agency
INE248U07CT8	IIFLWF-INCS - 01-MLD-2030	3651	Linked to Performance of Nifty	4,10,00,000.00	31-Mar-20	29-Mar-30	AA	Secured	CRISIL
INE248U07DG3	IIFLWPL-7.25%-01JAN2025	925	Linked to G-sec	7,80,00,000.00	22-Jun-22	01-Jan-25	AA	Secured	CRISIL
INE248U07DG3	IIFLWPL-7.25%-01JAN2025	819	Linked to G-sec	12,30,00,000.00	06-Oct-22	01-Jan-25	AA	Secured	CRISIL
INE248U07DI9	IIFL Debt Plus Series - I	3502	Linked to G-sec	87,60,00,000	26-Apr-22	26-Nov-31	AA	Secured	CRISIL
INE248U07DO7	IIFL EDD 02	3649	Linked to G-sec	33,00,00,000.00	23-Feb-23	18-Feb-33	Unrated	Secured	Unrated
INE248U07DP4	IIFL EDD 04	3649	Linked to G-sec	60,50,00,000.00	02-Mar-23	25-Feb-33	Unrated	Secured	Unrated
INE248U07DQ2	IIFL EDD 03	3649	Linked to G-sec	18,30,00,000.00	28-Feb-23	23-Feb-33	Unrated	Secured	Unrated

ISIN	Debenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repaymen t Date	Credit Rating	Secured/ Unsecur ed	Rating Agency
INE248U07DR0	IIFL Wealth Prime LTD 7-May-25	779	0.00%	3,01,40,00,000.00	21-Mar-23	07-May-25	AA	Secured	ICRA
INE248U07DS8	IIFL EDD 05	3649	Linked to G-sec	15,50,00,000.00	09-Mar-23	04-Mar-33	Unrated	Secured	Unrated
INE248U07DU4	IIFL EDD 07	3649	Linked to G-sec	17,00,00,000.00	16-Mar-23	11-Mar-33	Unrated	Secured	Unrated
INE248U07DV2	IIFL EDD 08	3648	Linked to G-sec	30,27,00,000.00	17-Mar-23	11-Mar-33	AA	Secured	ICRA
INE248U07DW0	IIFL EDD 09	3649	Linked to G-sec	29,98,00,000.00	23-Mar-23	18-Mar-33	Unrated	Secured	Unrated
INE248U07DW0	IIFL EDD 09	3648	Linked to G-sec	45,00,00,000.00	24-Mar-23	18-Mar-33	Unrated	Secured	Unrated
INE248U07DX8	IIFL EDD 10	3649	Linked to G-sec	11,00,00,000.00	06-Apr-23	01-Apr-33	Unrated	Secured	Unrated
INE248U07DY6	IIFL EDD 11	3649	Linked to G-sec	25,00,00,000.00	18-Apr-23	13-Apr-33	Unrated	Secured	Unrated
INE248U07DZ3	IIFL EDD 13	3649	Linked to G-sec	5,50,00,000.00	27-Apr-23	22-Apr-33	Unrated	Secured	Unrated
INE248U07EA4	IIFL EDD 12	3648	Linked to G-sec	50,00,00,000.00	27-Apr-23	21-Apr-33	Unrated	Secured	Unrated
INE248U07EB2	IIFL EDD 14	3660	Linked to G-sec	16,50,00,000.00	11-May-23	17-May-33	Unrated	Secured	Unrated
INE248U07EC0	IIFL EDD 15	3653	Linked to G-sec	20,00,00,000.00	22-May-23	21-May-33	Unrated	Secured	Unrated
INE248U07ED8	IIFL EDD 16	3653	Linked to G-sec	4,00,00,000.00	31-May-23	30-May-33	Unrated	Secured	Unrated
INE248U07EE6	IIFL EDD 17	3649	Linked to G-sec	12,00,00,000.00	06-Jul-23	01-Jul-33	Unrated	Secured	Unrated
INE248U07EF3	IIFL EDD 18	3642	Linked to G-sec	2,00,00,000.00	13-Jul-23	01-Jul-33	Unrated	Secured	Unrated
INE248U07EG1	360 One Prime 18M NCD 21 JAN 2025	551	8.50%	41,50,00,000.00	21-Jul-23	21-Jan-25	AA	Secured	ICRA
INE248U07EG1	360 One Prime 18M NCD 21 JAN 2025	538	8.50%	10,00,00,000.00	03-Aug-23	21-Jan-25	AA	Secured	ICRA
INE248U07EH9	IIFL EDD 19	3649	Linked to G-sec	27,00,00,000.00	25-Jul-23	20-Jul-33	Unrated	Secured	Unrated
INE248U07EI7	IIFL EDD 20	3649	Linked to G-sec	2,50,00,000.00	27-Jul-23	22-Jul-33	Unrated	Secured	Unrated
INE248U07EJ5	IIFL EDD 21	3648	Linked to G-sec	13,00,00,000.00	04-Aug-23	29-Jul-33	Unrated	Secured	Unrated
INE248U07EK3	360ONEPL- INES 06	1282	Linked to G-sec	16,00,00,000.00	10-Aug-23	11-Feb-27	Unrated	Secured	Unrated

ISIN	Debtenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repaymen t Date	Credit Rating	Secured/ Unsecur ed	Rating Agency
INE248U07EL1	360ONEPL- INES 07	1283	Linked to G- sec	5,00,00,0 00.00	10-Aug- 23	12-Feb-27	Unrate d	Secured	Unrated
INE248U07EM 9	IIFL EDD 22	3648	Linked to G- sec	6,50,00,0 00.00	18-Aug- 23	12-Aug-33	Unrate d	Secured	Unrated
INE248U07EN 7	IIFL EDD 23	3648	Linked to G- sec	8,00,00,0 00.00	25-Aug- 23	19-Aug-33	Unrate d	Secured	Unrated
INE248U07EP 2	IIFL EDD 35	3648	Linked to G- sec	54,11,00, 000.00	19-Dec- 23	13-Dec-33	Unrate d	Secured	Unrated
INE248U07EQ 0	9.41% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES IV TRACNHE I DATE OF MATURITY 18/01/2026	732	Fixed Coupon	4,88,86,5 6,000.00	18-Jan- 24	18-Jan-26	AA	Secured	CRISIL & ICRA
INE248U07ER 8	9.66% SECURED RATED LISTED NON CONVERTIBLE DEBENTURE SERIES VIII TRACNHE I DATE OF MATURITY 18/01/2029	1828	Fixed Coupon	79,29,95, 000.00	18-Jan- 24	18-Jan-29	AA	Secured	CRISIL & ICRA
INE248U07ES 6	9.26% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES VII TRACNHE I DATE OF MATURITY 18/01/2029	1828	Fixed Coupon	1163530 00	18-Jan- 24	18-Jan-29	AA	Secured	CRISIL & ICRA
INE248U07ET 4	9.21% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES V TRACNHE I DATE	1097	Fixed Coupon	7024100 0	18-Jan- 24	18-Jan-27	AA	Secured	CRISIL & ICRA



ISIN	Debtenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repaymen t Date	Credit Rating	Secured/ Unsecur ed	Rating Agency
	OF MATURITY 18/01/2027								
INE248U07EU 2	9.03% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES III TRACNHE I DATE OF MATURITY 18/01/2026	732	Fixed Coupon	7330200 0	18-Jan- 24	18-Jan-26	AA	Secured	CRISIL & ICRA
INE248U07EV 0	9.22% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES II TRACNHE I DATE OF MATURITY 18/07/2025	548	Fixed Coupon	9630810 00	18-Jan- 24	18-Jul-25	AA	Secured	CRISIL & ICRA
INE248U07EW 8	9.61% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES VI TRACNHE I DATE OF MATURITY 18/01/2027	1097	Fixed Coupon	2710021 000	18-Jan- 24	18-Jan-27	AA	Secured	CRISIL & ICRA
INE248U07EX 6	8.91% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTRUE SERIES I TRACNHE I DATE OF MATURITY 18/07/2025	548	Fixed Coupon	3853510 00	18-Jan- 24	18-Jul-25	AA	Secured	CRISIL & ICRA
INE248U07EY 4	9.03% SECURED RATED LISTED REDEEMABLE	729	Fixed Coupon	1500000 000	31-Jan- 24	28-Jan-26	AA	Secured	ICRA

ISIN	Debtenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repaymen t Date	Credit Rating	Secured/ Unsecur ed	Rating Agency
	NON CONVERTIBLE DBEENTURE DATE OF MATURITY 28/01/2026								
INE248U07EZ 1	360 ONE PRIME 36M NCD 14 FEB 2027_REISSUE2	1055	Fixed Coupon	1000000 00	27-Mar- 24	14-Feb-27	AA	Secured	ICRA
INE248U07EZ 1	360 ONE PRIME 36M NCD 14 FEB 2027_REISSUE2	1055	Fixed Coupon	2500000 00	27-Mar- 24	14-Feb-27	AA	Secured	ICRA
INE248U07EZ 1	360 ONE PRIME 36M NCD 14 FEB 2027_REISSUE2	1007	Fixed Coupon	1000000 000	14-May- 24	14-Feb-27	AA	Secured	ICRA
INE248U07EZ 1	360 One Prime 36M NCD 14 FEB 2027	1097	Fixed Coupon	5000000 00	14-Feb- 24	14-Feb-27	AA	Secured	ICRA
INE248U07FA 1	360 ONE PRIME 24M NCD 28 FEB 2026	732	Fixed Coupon	4000000 000	28-Feb- 24	28-Feb-26	AA	Secured	ICRA
INE248U07FA 1	360 ONE PRIME 24M NCD 28 FEB 2026	717	Fixed Coupon	1000000 000	14-Mar- 24	28-Feb-26	AA	Secured	ICRA
INE248U07FB 9	360 ONE PRIME 18M NCD 05 SEP 2025	548	Fixed Coupon	1000000 000	07-Mar- 24	05-Sep-25	AA	Secured	ICRA
INE248U07FC 7	360 ONE PRIME 18M NCD15 OCT 2025	549	Fixed Coupon	5000000 00	15-Apr- 24	15-Oct-25	AA	Secured	ICRA
INE248U07FD 5	9.16% SECURED RATED LISTED REDEEMABLE NON- CONVERTIBLE DEBENTURES. SERIES II TRANCHE II DATE OF MATURITY 12/12/2025	549	Fixed Coupon	6987920 00	12-Jun- 24	12-Dec-25	AA	Secured	CRISIL & ICRA
INE248U07FE 3	9.60% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE	1827	Fixed Coupon	1566870 00	12-Jun- 24	12-Jun-29	AA	Secured	CRISIL & ICRA

ISIN	Debenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repaymen t Date	Credit Rating	Secured/ Unsecur ed	Rating Agency
	SERIES VIII TRANCHE II DATE OF MATURITY 12/06/2029								
INE248U07FF0	9.21% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES VII TRANCHE II DATE OF MATURITY 12/06/2029	1827	Fixed Coupon	1329690 00	12-Jun- 24	12-Jun-29	AA	Secured	CRISIL & ICRA
INE248U07FG 8	9.55% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES VI TRANCHE II DATE OF MATURITY 12/06/2027	1096	Fixed Coupon	1022902 000	12-Jun- 24	12-Jun-27	AA	Secured	CRISIL & ICRA
INE248U07FH 6	9.16% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES V TRANCHE II DATE OF MATURITY 12/06/2027	1096	Fixed Coupon	3582160 00	12-Jun- 24	12-Jun-27	AA	Secured	CRISIL & ICRA
INE248U07FI4	9.44% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES IX TRANCHE II DATE OF MATURITY 12/06/2034	3653	Fixed Coupon	4827700 0	12-Jun- 24	12-Jun-34	AA	Secured	CRISIL & ICRA

ISIN	Debtenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repaymen t Date	Credit Rating	Secured/ Unsecur ed	Rating Agency
INE248U07FJ2	9.35% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES IV TRANCHE II DATE OF MATURITY 12/06/2026	731	Fixed Coupon	3435660 00	12-Jun- 24	12-Jun-26	AA	Secured	CRISIL & ICRA
INE248U07FK 0	8.98% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES III TRANCHE II DATE OF MATURITY 12/06/2026	731	Fixed Coupon	5617700 0	12-Jun- 24	12-Jun-26	AA	Secured	CRISIL & ICRA
INE248U07FL8	8.86% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES I TRANCHE II DATE OF MATURITY 12/12/2025	549	Fixed Coupon	3050800 0	12-Jun- 24	12-Dec-25	AA	Secured	CRISIL & ICRA
INE248U07FM 6	9.85% SECURED RATED LISTED REDEEMABLE NON CONVERTIBLE DEBENTURE SERIES X TRANCHE II DATE OF MATURITY 12/06/2034	3653	Fixed Coupon	1824260 00	12-Jun- 24	12-Jun-34	AA	Secured	CRISIL & ICRA
INE248U07FN 4	360 ONE PRIME 24M NCD 19 JUN 2026	731	Fixed Coupon	2000000 000	19-Jun- 24	19-Jun-26	AA	Secured	ICRA
INE248U07FO 2	360 ONE PRIME ZCB 13 MAR 2026	583	0.00%	1900000 000	08-Aug- 24	13-Mar-26	AA	Secured	#N/A

ISIN	Debtenture Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repaymen t Date	Credit Rating	Secured/ Unsecur ed	Rating Agency
INE248U07FP 9	360 ONE Nifty Enhancer MLD Series – 01	3647	Linked to Performance of Nifty	5000000 00	26-Sep- 24	20-Sep-34	AA	Secured	#N/A
INE248U07CT 8	IIFLWF-INCS - 01- MLD-2030	3651	Linked to Performance of Nifty	4,10,00,0 00.00	31-Mar- 20	29-Mar-30	AA	Secured	CRISIL
INE248U07DG 3	IIFLWPL-7.25%- 01JAN2025	925	Linked to G- sec	7,80,00,0 00.00	22-Jun- 22	01-Jan-25	AA	Secured	CRISIL
INE248U0801 0	IIFLWF-10%- FEB2027 Perpetual	3653	10.00%	1000000 000	22-Feb- 17	22-Feb-27	Unrate d	Unsecur ed	Unrated
INE248U0802 8	10% IIFL WEALTH FINANCE LIMITED PERP DEBT MAR27	3653	10.00%	5000000 00	02-Mar- 17	02-Mar-27	Unrate d	Unsecur ed	Unrated

**c. List of top ten holders of non-convertible securities in terms of value (on a cumulative basis) as at September 30, 2024:**

Sr No.	Name of Debtenture Holder	Category	Amount	Holding of Debt Securities as a percentage of total Debt Securities outstanding of the issuer
1	ICICI PRUDENTIAL MUTUAL FUND	Mutual Fund	993.00	25.66%
2	Sporta Technologies Private Limited	Corporate	297.50	7.69%
3	NIPPON LIFE INDIA MUTUAL FUND	Mutual Fund	185.00	4.78%
4	SHYAM METALICS AND ENERGY LIMITED	Corporate	111.38	2.88%
5	AXIS MUTUAL FUND	Mutual Fund	100.00	2.58%
6	MICRO LABS LIMITED	Corporate	80.38	2.08%
7	360 ONE PORTFOLIO MANAGERS LIMITED	Corporate	51.44	1.33%
8	MANJUSHREE FINCAP PRIVATE LIMITED	Corporate	50.00	1.29%
9	DREAM DUO LLP	Partnership Firm	50.00	1.29%
10	VIDYANITI LLP	Partnership Firm	49.88	1.29%
	<b>Total</b>		<b>1968.57</b>	<b>50.86%</b>

**d. Details of outstanding Commercial Papers as at September 30, 2024**

ISIN	CP Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repay ment Date	Credit Rating	Secured/ Unsecured	Rating Agency
INE248U14OG6	IWFL/CP/2022-23/20-10-2023/3	364	8.50%	11,00,00,000	20-Oct-23	18-Oct-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14OH4	IWFL/CP/2022-23/23-10-2023/4	364	8.50%	28,00,00,000	23-Oct-23	21-Oct-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14OU7	IWFL/CP/2022-23/01-02-2024/12	364	9.25%	75,00,00,000	01-Feb-24	30-Jan-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14OZ6	IWFL/CP/2022-23/29-02-2024/18	364	8.85%	16,00,00,000	29-Feb-24	27-Feb-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PB4	IWFL/CP/2022-23/04-03-2024/20	364	9.08%	1,00,00,00,000	04-Mar-24	03-Mar-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PB4	IWFL/CP/2022-23/04-03-2024/21	364	9.08%	50,00,00,000	04-Mar-24	03-Mar-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PF5	IWFL/CP/2022-23/18-03-2024/23	364	9.00%	5,00,00,000	18-Mar-24	17-Mar-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PJ7	IWFL/CP/2022-23/16-04-2024/33	181	8.40%	12,00,00,000	16-Apr-24	14-Oct-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14PK5	IWFL/CP/2022-23/23-04-2024/34	364	8.60%	28,00,00,000	23-Apr-24	22-Apr-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PQ2	360ONE/CP/2024-25/06-06-2024/42	271	8.75%	10,00,00,000	06-Jun-24	04-Mar-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PU4	360ONE/CP/2024-25/03-07-2024/47	180	8.50%	40,00,00,000	03-Jul-24	30-Dec-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14PV2	360ONEPRIME/CP/2024-25/16-07-2024/48	150	8.65%	1,00,00,00,000	16-Jul-24	13-Dec-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14PW0	360ONEPRIME/CP/2024-25/24-07-2024/49	364	9.00%	6,00,00,000	24-Jul-24	23-Jul-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PW0	360ONEPRIME/CP/2024-25/26-07-2024/50	362	9.00%	10,00,00,000	26-Jul-24	23-Jul-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PX8	360ONEPRIME/CP/2024-25/02-08-2024/51	90	8.50%	1,00,00,00,000	02-Aug-24	31-Oct-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14PY6	360ONEPRIME/CP/2024-25/08-08-2024/52	211	8.75%	1,00,00,00,000	08-Aug-24	07-Mar-25	A1 +	Unsecured	CRISIL & ICRA
INE248U14PZ3	360ONEPRIME/CP/2024-25/12-08-2024/53	88	8.50%	1,00,00,00,000	12-Aug-24	08-Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14PZ3	360ONEPRIME/CP/2024-25/12-08-2024/54	88	8.50%	1,00,00,00,000	12-Aug-24	08-Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QA4	360ONEPRIME/CP/2024-25/13-08-2024/55	90	8.50%	1,00,00,00,000	13-Aug-24	11-Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QA4	360ONEPRIME/CP/2024-25/13-08-2024/56	90	8.50%	1,00,00,00,000	13-Aug-24	11-Nov-24	A1 +	Unsecured	CRISIL & ICRA

ISIN	CP Series	Tenor/ Period of Maturity (Days)	Coupon	Total	Issue Date	Repay ment Date	Credit Rating	Secured/ Unsecured	Rating Agency
INE248U14QA4	360ONEPRIME/CP /2024-25/14-08- 2024/57	89	8.50%	20,00,00,000	14-Aug- 24	11- Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QB2	360ONEPRIME/CP /2024-25/22-08- 2024/58	152	8.50%	15,00,00,000	22-Aug- 24	21-Jan- 25	A1 +	Unsecured	CRISIL & ICRA
INE248U14QC0	360ONEPRIME/CP /2024-25/23-08- 2024/59	89	8.50%	70,00,00,000	23-Aug- 24	20- Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QC0	360ONEPRIME/CP /2024-25/23-08- 2024/60	89	8.50%	5,00,00,000	23-Aug- 24	20- Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QC0	360ONEPRIME/CP /2024-25/23-08- 2024/61	89	8.50%	5,00,00,000	23-Aug- 24	20- Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QC0	360ONEPRIME/CP /2024-25/23-08- 2024/62	89	8.50%	50,00,00,000	23-Aug- 24	20- Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QE6	360ONEPRIME/CP /2024-25/29-08- 2024/63	89	8.35%	1,00,00,00,000	29-Aug- 24	26- Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QE6	360ONEPRIME/CP /2024-25/29-08- 2024/64	89	8.35%	1,00,00,00,000	29-Aug- 24	26- Nov-24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QD8	360ONEPRIME/CP /2024-25/29-08- 2024/65	120	8.30%	5,00,00,000	29-Aug- 24	27-Dec- 24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QF3	360ONEPRIME/CP /2024-25/29-08- 2024/66	180	8.50%	5,00,00,000	29-Aug- 24	25-Feb- 25	A1 +	Unsecured	CRISIL & ICRA
INE248U14QG1	360ONEPRIME/CP /2024-25/10-09- 2024/67	90	8.35%	90,00,00,000	10-Sep- 24	09-Dec- 24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QI7	360ONEPRIME/CP /2024-25/20-09- 2024/69	90	8.25%	20,00,00,000	20-Sep- 24	19-Dec- 24	A1 +	Unsecured	CRISIL & ICRA
INE248U14QJ5	360ONEPRIME/CP /2024-25/24-09- 2024/70	90	8.35%	50,00,00,000	24-Sep- 24	23-Dec- 24	A1 +	Unsecured	CRISIL & ICRA
				<b>16,26,00,00,00 0</b>					

**3. FINANCIAL INFORMATION AS ON QUARTER ENDED SEPTEMBER 30, 2024****a. Key operational and financial parameters on standalone basis:**

(₹ in crore)

Particulars	As at and for the year ended			
	September 30, 2024 (Reported)	March 31, 2024 (Reported)	March 31, 2023 (Reported)	March 31, 2022 (Restated)
<b>BALANCE SHEET</b>				
<b>Assets</b>				
Property, Plant and Equipment	6.36	7.14	0.75	0.56
Financial Assets	8,676.02	8,089.39	7,675.16	6,750.55
Non-financial Assets excluding property, plant and equipment	44.29	36.26	43.79	44.72
<b>Total Assets</b>	<b>8,726.67</b>	<b>8,132.79</b>	<b>7,719.70</b>	<b>6,795.83</b>
<b>Liabilities</b>				
<b>Financial Liabilities</b>				
-Derivative financial instruments	109.76	159.91	91.45	140.57
-Trade Payables	8.13	25.67	9.54	8.95
-Debt Securities	5,465.18	5,263.55	5,313.76	4,800.81
-Borrowings (other than Debt Securities)	1,442.79	1,081.61	601.48	100.05
-Subordinated liabilities	159.00	151.48	155.64	395.65
-Other financial liabilities (includes lease liabilities)	19.46	7.50	115.64	29.13
<b>Non - Financial Liabilities</b>				
-Current tax liabilities (net)	2.82	-	29.85	16.59
-Provisions	2.09	1.88	1.14	1.04
-Deferred tax liabilities (net)	2.68	-	2.15	29.45
-Other non - financial liabilities	13.84	2.06	2.14	1.06
<b>Equity (Equity Share capital and Other Equity)</b>	<b>1,500.92</b>	<b>1,439.13</b>	<b>1,396.91</b>	<b>1,272.53</b>
<b>Total Equity and Liabilities</b>	<b>8,726.67</b>	<b>8,132.79</b>	<b>7,719.70</b>	<b>6,795.83</b>
<b>PROFIT AND LOSS</b>				
Revenue from operations	494.70	894.10	673.66	754.57
Other Income	-	3.11	-	0.01
<b>Total Income</b>	<b>494.70</b>	<b>897.21</b>	<b>673.66</b>	<b>754.58</b>
<b>Total Expenses</b>	<b>348.99</b>	<b>558.07</b>	<b>381.15</b>	<b>392.21</b>
<b>Net Profit after tax</b>	<b>112.26</b>	<b>273.63</b>	<b>234.52</b>	<b>282.80</b>



<b>Other Comprehensive income</b>	(0.05)	(0.15)	(0.15)	(0.01)
<b>Total Comprehensive Income</b>	<b>112.21</b>	<b>273.48</b>	<b>234.37</b>	<b>282.79</b>
Earnings per equity share (Basic)	3.67	8.96	7.68	9.26
Earnings per equity share (Diluted)	3.67	8.96	7.68	9.26
<b>CASH FLOW</b>				
Net cash from / used in (-) operating activities	(43.47)	(1,401.79)	(1,135.38)	4.69
Net cash from / used in (-) investing activities	(157.12)	1,244.37	178.68	20.78
Net cash from / used in (-) financing activities	441.50	163.97	947.48	172.62
Net increase / decrease (-) in cash and cash equivalents	240.91	6.55	(9.22)	198.09
Cash and cash equivalents as per Cash Flow Statement as at end of period/ year	562.13	321.22	314.67	323.89
<b>ADDITIONAL INFORMATION</b>				
Net worth <sup>(1)</sup>	1,495.69	1,434.15	1,394.18	1,271.47
Cash and cash equivalents	562.13	321.22	314.67	323.89
Loans	6,437.31	6,366.75	4,908.65	3,916.24
Loans (Principal Amount)	6,310.89	6,268.99	4,836.97	3,862.30
Total Debts to Total Assets <sup>(2)</sup>	0.82	0.82	0.80	0.80
Interest Income	432.33	700.13	509.30	507.03
Interest Expense (Finance Cost)	311.35	490.08	344.24	355.47
Impairment on Financial Instruments	1.13	3.38	(1.25)	(14.43)
Bad Debts to Loans	-	-	-	0.00
% Gross Stage 3 Loans on Loans (Principal Amount)	0.00%	0.00%	0.00%	0.00%
% Net Stage 3 Loans on Loans (Principal Amount)	0.00%	0.00%	0.00%	0.00%
Tier I Capital Adequacy Ratio (%)	20.95%	20.93%	19.52%	23.18%
Tier II Capital Adequacy Ratio (%)	0.30%	0.30%	0.26%	0.43%

**Notes:**

1. Net worth: Total Equity (-) Capital redemption Reserves (-) Impairment Reserves (-) Deferred expenditure.
2. Total debts to total assets is calculated as sum of Debt securities (Including Derivative financial instruments), borrowings (other than debt securities) and Subordinated liabilities divided by total assets.

**4. Disclosure of latest ALM statements to stock exchange**

Latest ALM statement as submitted to stock exchange is enclosed as “**Annexure X**”

**5. Financial Information:**

Financial results for quarter ended September 30, 2024 are enclosed as “**Annexure XI**”

ANNEXURE VIII: APPLICATION FORM

DEBENTURE SERIES APPLICATION FORM SERIAL NO.	
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**DEBENTURES APPLIED FOR:**

(Minimum Application of \_\_\_\_ Debenture and in multiples of \_\_\_\_ thereafter)

**1) Product Code - \_\_\_\_\_**

Number of Debentures \_\_\_\_\_ In words \_\_\_\_\_

Nominal Amount \_\_\_\_\_ In words Rupees \_\_\_\_\_

Premium \_\_\_\_\_ In words Rupees \_\_\_\_\_

(Minimum Application of \_\_\_\_ Debenture and in multiples of \_\_\_\_ thereafter)

**2) Product Code - \_\_\_\_\_**

Number of Debentures \_\_\_\_\_ In words \_\_\_\_\_

Nominal Amount \_\_\_\_\_ In words Rupees \_\_\_\_\_

Premium \_\_\_\_\_ In words Rupees \_\_\_\_\_

**DETAILS OF PAYMENT\*:**

Date of Cheque / RTGS / NEFT Bank Name and Address of Branch on which Cheque is drawn or Electronic Fund Transfer (RTGS/ NEFT) is made: \_\_\_\_\_

Cheque / NEFT Number / UTR Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_ MICR Code: \_\_\_\_\_

Total Amount (in Figures) \_\_\_\_\_

Total Amount (in words) \_\_\_\_\_

*\*Note: The Application Form must be accompanied with the Cheque/ or the UTR confirmation. The details of the bank account to which Electronic Fund Transfer needs to be made are provided in the Instructions.*

**\*FIRST/SOLE APPLICANT’S NAME IN FULL (CAPITALS)**


\*FATHER’S NAME IN FULL (CAPITALS)


\*OCCUPATION- \_\_\_\_\_ \*NATIONALITY- \_\_\_\_\_

\*PAN - \_\_\_\_\_ IT CIRCLE/WARD/DISTRICT - \_\_\_\_\_

(note: fields marked (\*) are mandatory)

SECOND APPLICANT’S NAME IN FULL (CAPITALS)


PAN - \_\_\_\_\_ IT CIRCLE/WARD/DISTRICT - \_\_\_\_\_

THIRD APPLICANTS NAME IN FULL (CAPITALS)


PAN - \_\_\_\_\_ IT CIRCLE/WARD/DISTRICT - \_\_\_\_\_

FIRST/SOLE APPLICANT’S ADDRESS

ADDRESS																				
STREET																				
CITY																				
PIN								PHONE								FAX				
E-mail																				

**Investor Category Code (please refer instructions: \_\_\_\_\_)**

**CATEGORY – I ( )**

**CATEGORY – II ( )**

*(i.e. where subscription is less than INR 1,00,00,000)*

*(i.e. where subscription is INR 1,00,00,000 or more)*

**RESIDENTIAL STATUS** INDIAN ( ) NON INDIAN ( )

**TAX RESIDENTIAL STATUS** RESIDENT ( ) NON-RESIDENT ( )

**TAX STATUS** NON EXEMPT ( ) EXEMPT ( ) (IF EXEMPT PLEASE SPECIFY) \_\_\_\_\_

(IF EXEMPT, PLEASE PROVIDE SUPPORTING DOCUMENTS ISSUED BY THE INCOME TAX AUTHORITIES/ DEPARTMENT)

I/We the undersigned, want [to](#) hold the Debentures of the Company in the dematerialised form. Details of my/our Beneficiary Account are given below:

<b>DEPOSITORY NAME</b>	<b>NSDL ( )</b>	<b>CDSL ( )</b>
<b>DEPOSITORY PARTICIPANT NAME</b>		
<b>DP-ID</b>		
<b>BENEFICIARY ACCOUNT NUMBER</b>		

I/We confirm that I/we are not a Non-Resident Indian and/or an Overseas Corporate Body or a Foreign Institutional Investor. I/We request you to please place our name(s) on the Register of Debenture Holders. I/We confirm that unless expressly set out in the Application Form, I/We are applying to the Debentures as Investors and not as distributors.

I/We hereby confirm that I/we have reviewed, read and understood the terms and conditions contained in the Offer Document, issue of debentures, including the payoff calculation, the Early Redemption Option and the liquidity risks and found the same acceptable for the investment. I/ We hereby confirm that we have been explained the nature of these Debentures and I/ we understand the nature of the risks inherent in an investment in these Debentures. I/We agree to abide by the terms, conditions, rules and regulations governing the Debentures applied for and bind ourselves to these Terms and Conditions and wish to apply for issue and allotment of these Debentures. I/ We hereby declare that the amount invested in the Debentures is through legitimate sources only and does not involve and is not designed for the purpose of the contravention of any Act, Rules, Regulations, Notifications or Directions of the provisions of the Income Tax, Anti Money Laundering Laws, Anti Corruption Laws or any other applicable laws enacted by the government of India from time to time.

I/ We hereby declare that all the particulars given herein are true, correct and complete to the best of my/ our knowledge and belief. I further agree not to hold the Issuer or their employees liable for any consequences in case of any of the above particulars being false, incorrect or incomplete. I/ We hereby

undertake to promptly inform of any changes to the information provided hereinabove and agree and accept that the Issuer is not liable or responsible for any losses, costs, damages arising out of any actions undertaken or activities performed by them on the basis of the information provided by me/ us as also due to my/ us not intimating/ delay in intimating such charges.

I/We confirm that I/we are aware that the Distributor (if any) has been or will be remunerated by the Company as per the arrangement with the Company for the distribution of the Debentures.

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

I / We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the principal, returns on and/or the sale value of the Debentures and shall not look directly or indirectly to the Issuer (or to any person acting on its or their behalf) to indemnify or otherwise hold us harmless in respect of any such loss and/or damage. I /We understand that the Issuer may communicate to or intimate me / us only by e-mail or facsimile message and I / we undertake to accept the same as a valid communication or intimation as if such communication or intimation had been otherwise hand delivered or delivered by registered post or courier. I / We undertake that upon sale or transfer to subsequent investor or transferee (“**Transferee**”), I / We shall convey all the terms and conditions contained herein and in this Offer Document (including the fact that these Debentures cannot be sold to a Non-Resident Indian and/or an Overseas Corporate Body) to such Transferee. I / We undertake that we shall not sell or transfer the Debentures to a Non-Resident Indian and/or an Overseas Corporate Body. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer (and all such persons acting on its or their behalf) and also hold the Issuer and each of such person harmless in respect of any claim by any Transferee.

**TO BE FILLED IN ONLY IF THE APPLICANT IS AN INSTITUTION / COMPANY / BODY CORPORATE (INCLUDING SOCIETY)**

Name of the Authorised Signatory (ies)	Designation	Signature

#Sole/First Applicant's

Second Applicant's

Third Applicant's

Signature

Signature

Signature

Date: \_\_\_\_\_

#In case of corporate/HUF/partnership, authorized signatories with stamp is required.**FOR OFFICE USE ONLY**

DATE OF RECEIPT \_\_\_\_\_ DATE OF CLEARANCE \_\_\_\_\_

(Note: Cheque(s) are subject to realisation)

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

**360 ONE PRIME LIMITED - ACKNOWLEDGMENT SLIP**

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

Received from \_\_\_\_\_

Product Code: _____
No. of NCDs Applied: _____ Amount Paid (Rs.): _____
Mode of Payment & Cheque No./ UTR No. _____ dated _____ Drawn on _____

360 ONE Prime Limited (Email: [debtors@360.one](mailto:debtors@360.one) / [thirdpartyproducts@360.one](mailto:thirdpartyproducts@360.one) )

Regd. Office.: 360 ONE Centre, Kamala City, Lower Parel, Mumbai – 400 013

Debenture Trustee Name: Beacon Trusteeship Limited

**INSTRUCTIONS:**

- The Application form would be accepted as per the terms of Debentures on a private placement basis. Applicants are requested to refer the Term Sheet/ Information Memorandum in general and “Who Can Apply and How to Apply” in particular as stated in the Term Sheet/ Information Memorandum. Investors are hereby required to ascertain their eligibility to apply in the Issue.
- Application forms must be completed in full in BLOCK LETTERS IN ENGLISH. A blank space must be left between two or more parts of the name.
- Signatures should be made in a language specified in the Eight Schedule to the Constitution of India. Thumb impressions and Signature other than in a language specified in the Eight Schedule to the Constitution of India must be attested by an a Magistrate/Notary Public or a Special Executive Magistrate under official seal.
- The various categories of investors eligible to apply along with their category codes are as given below:

1	Individual*	8	Insurance Company
2	Hindu Undivided Family	9	Private Trust/ Public Charitable Trust

3	Partnership firm, through its Partner(s)	10	Societies registered under the Societies Registration Act, 1860
4	Limited Liability Partnership firm	11	Alternative Investment Fund
5	Scheduled Commercial Bank/ Cooperative Bank/ Regional Rural Bank	12	Portfolio Managers registered with SEBI
6	Mutual Funds	13	Applications under Power of Attorney/Relevant Authority
7	Company, Body Corporate, Statutory Corporation	14	Any other eligible investor permitted to make investments in securities

**\*NOTE:** A guardian may apply on behalf of a minor. However application by minors must contain the names of both the minor applicant and the guardian. Applicant shall ensure that guardian is competent to contact under the Indian Contract Act, 1872.

5. Application forms duly completed in all respect and signed must be sent to the Registered Office of the Company as stated in the Application form.
6. Application Forms must be accompanied by either a Cheque, drawn and be made payable in favour of "360 ONE Prime Limited" and crossed "Account Payee only" or with UTR confirmation for payment made. Cheques/ Drafts may be drawn on any bank, including a co-operative bank and shall be payable at Mumbai/Payable –at –Par Cheques. Outstation Cheques, Money Orders or Postal Orders /Cash will not be accepted. Receipt of applications will be acknowledged by the Company in the "Acknowledgement Slip". It is the responsibility of the Investors to ensure that their applications along with payment confirmation are received by the Company prior to closure of the Issue.
7. Applications not accompanied by the required documents are liable to be rejected. The Company will not be responsible for any loss.
8. **Section 38 of the Companies Act, 2013 - Punishment for personation for acquisition, etc., of securities.**—(1) Any person who—
  - (a) makes or abets making of an application in a fictitious name to a company for acquiring, or subscribing 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 to any other person in a fictitious name, shall be liable for action under section 447.

## ANNEXURE IX: INPRINCIPLE APPROVAL



DCS/COMP/RM/IP-PPDI/075/24-25

July 22, 2024

**360 One Prime Limited**  
 360 ONE Centre  
 Kamala City, Lower Parel  
 Mumbai-400013

**Re: Private Placement of Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (“NCDs”) having face value of Rs. 1,00,000/- each by 360 One Prime Limited (“The Issuer”) on Private Placement Basis, as per the terms of the relevant Key Information Document (The “Issue”) and Commercial Papers under Gid No. Gid: 01:360OPL: FY 2024-25, Dated July 01, 2024 (The Issue)**

We acknowledge receipt of your application on the online portal on July 02, 2024, seeking In-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

1. Filing of listing application.
2. Payment of fees as may be prescribed from time to time.
3. Compliance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder and also Compliance with provisions of Companies Act 2013.
4. Receipt of Statutory & other approvals & compliance of guidelines issued by the statutory authorities including SEBI, RBI, DCA etc. as may be applicable.
5. Compliance with change in the guidelines, regulations, directions, circulars of the Exchange, SEBI or any other statutory authorities, documentary requirements from time to time.
6. Compliance with below mentioned circular dated June 10, 2020 issued by BSE before opening of the issue to the investors.:  
<https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20200610-31>
7. Issuers, for whom use of EBP is not mandatory, specific attention is drawn towards compliance with Chapter XV of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and BSE Circular No 20210519-29 dated May 19, 2021. Accordingly, Issuers of privately placed debt securities in terms of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 or ILDM Regulations for whom accessing the electronic book platform (EBP) is not mandatory shall upload details of the issue with any one of the EBPs within one working day of such issuance. The details can be uploaded using the following links [Electronic Issuance - Bombay Stock Exchange Limited \(bseindia.com\)](#).





8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

9. Issuers are hereby advised to comply with signing of agreements with both the depositories as per Regulation 7 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.

10. Company is further requested to comply with SEBI Circular SEBI/HO/DDHS/DDHS-RACPOD1/CIR/P/2023/56 dated April 13, 2023, (if applicable) read along with BSE Circular <https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20230428-18> and ensure compliance of the same.

This In-Principle Approval is valid for a period of 1 year from the date of issue of this letter or period of 1 year from the date of opening of the first offer of debt securities under the General information Document, which ever applicable. The Exchange reserves its right to withdraw its in-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/incorrect/misleading/false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021 and circulars issued thereunder, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Guidelines/Regulations issued by the statutory authorities etc. Further, it is subject to payment of all applicable charges levied by the Exchange for usage of any system, software or similar such facilities provided by BSE which the Company shall avail to process the application of securities for which approval is given vide this letter.

Yours faithfully,  
For BSE Limited

A handwritten signature in blue ink, appearing to read 'H. Bhuta'.

Hardik Bhuta  
Assistant General Manager

A handwritten signature in blue ink, appearing to read 'Akshay Arolkar'.

Akshay Arolkar  
Deputy Manager



January 08, 2025

To,  
General Manager  
Listing Compliance Department,  
BSE Limited,  
P.J. Towers, Dalal Street,  
Mumbai – 400 001.

Dear Sir/Madam,

**Sub: Submission of Assets Liability Management (ALM) Statement for the month ended December 31, 2024.**

Pursuant to Chapter XVII of Securities and Exchange Board of India (SEBI) Circular dated May 22, 2024, with respect to “Master Circular for issue and listing of Non-Convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper”, and as amended from time to time, please find enclosed the Assets Liability Management Statement (DNBS O4B – ALM 2 & ALM 3) of the Company for the month ended on December 31, 2024.

You are requested to take the same on record.

For **360 ONE Prime Limited**

(Formerly known as IIFL Wealth Prime Limited)

AMIT  
BHANDARI  
ARI

Amit Bhandari

Company Secretary & Compliance Officer

**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

**Corporate & Registered Office:** 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai 400 013

Tel (91-22) 4876 5600 Fax (91-22) 4646 4706 Email nbfc-compliance@360.one <https://www.360.one/wealth-management/prime/>

CIN: U65990MH1994PLC080646

All Monetary Items present in this return shall be reported in ₹ Lakhs Only

[illegible]

(f) Subscribed by Pension Funds	Y760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>B. Un-Secured (subordinated)</b>	Y780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subscribed by Retail Investors	Y790	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Subscribed by Banks	Y800	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by MFIs	Y810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Mutual Funds	Y820	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Insurance Companies	Y830	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Pension Funds	Y840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subordinated Debt	Y860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Perpetual Debt Instrument	Y870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Security Finance Transactions (a-b-c-d)	Y880	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Repo	Y890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Reverse Repo	Y900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) CDO	Y910	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Others (Please Specify)	Y920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Current Liabilities &amp; Provisions (a-b-c-d-e-f-g-h)</b>	Y930	0.00	0.00	0.00	2,543.00	0.00	0.00	116.00	207.00	1,489.20	4,437.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Sundry creditors	Y940	0.00	0.00	0.00	313.00	0.00	0.00	0.00	0.00	0.00	833.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Expenses payable (Other than Interest)	Y950	0.00	0.00	0.00	1,630.00	0.00	0.00	116.00	0.00	919.20	2,665.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Advance income received from borrowers pending adjustment	Y960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Interest payable on deposits and borrowings	Y970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Provisions for Standard Assets	Y980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Provisions for Non Performing Assets (NPAs)	Y990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Provisions for Investment Portfolio (NP)	Y1000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Provisions (Please Specify)	Y1010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. Statutory Dues</b>	Y1020	0.00	0.00	1,384.00	0.00	0.00	0.00	0.00	0.00	209.00	0.00	550.00	294.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>9. Unclaimed Deposits (a-b)</b>	Y1030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Pending for less than 7 years	Y1040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Pending for greater than 7 years	Y1050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>10. Any Other Unclaimed Amount</b>	Y1060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>11. Debt Service Realisation Account</b>	Y1070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>12. Other Outflows</b>	Y1080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>13. Outflows On Account of Off Balance Sheet (OBS) Exposure (a-b-c-d-e-f-g-h-i-j-k-l-m-n-o-p-q-r-s-t-u-v-w-x-y-z)</b>	Y1090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Loan commitments pending disbursement	Y1100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Lines of credit committed to other institution	Y1110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Total Letter of Credit	Y1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Total at Guarantees	Y1130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) BBLs discounted/re-discounted	Y1140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Total Derivatives Exposure (a-b-c-d-e-f-g-h-i-j-k-l-m-n-o-p-q-r-s-t-u-v-w-x-y-z)	Y1150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Forward Foreign Contracts	Y1160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Futures Contracts	Y1170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Options Contracts	Y1180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Forward Rate Agreements	Y1190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Swap - Currency	Y1200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Swap - Interest Rate	Y1210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Credit Default Swap	Y1220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Derivatives	Y1230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Others	Y1240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>A. TOTAL OUTFLOWS (a)</b>	Y1250	73,500.10	1,417.49	49,749.46	24,223.07	95,823.45	71,716.10	89,463.66	387,907.12	13,073.67	286,975.46	993,844.80	55,423.14	18,956.40	20,587.20	0.00	0.00	0.00	0.00
<b>A1. Cumulative Outflows</b>	Y1260	73,500.10	24,917.60	124,667.06	148,890.14	244,713.60	316,429.70	405,893.36	693,800.48	706,884.17	993,844.80	993,844.80	55,423.14	18,956.40	20,587.20	0.00	0.00	0.00	0.00
<b>B. INFLOWS</b>	Y1270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>1. Cash (in 1 to 30/31 day time-bucket)</b>	Y1280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. Remittance in Transit</b>	Y1290	34,767.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,767.88	0.00	2,700.50	0.00	0.00	0.00	0.00
<b>3. Balance With Banks</b>	Y1300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Current Account	Y1310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Deposit Accounts / Short-Term Deposits	Y1320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) per residual maturity	Y1330	79,095.90	0.00	0.00	0.00	0.00	26,205.80	59,064.00	0.00	3,897.10	181,491.40	0.00	49,552.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Investments (a-b-c-d-e-f-g-h-i-j-k-l-m-n-o-p-q-r-s-t-u-v-w-x-y-z)</b>	Y1340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Statutory Investments (only for NBFCs)	Y1350	79,095.90	0.00	0.00	0.00	0.00	1,628.50	59,064.00	0.00	0.00	152,387.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Listed Investments	Y1360	79,095.90	0.00	0.00	0.00	0.00	1,628.50	59,064.00	0.00	0.00	152,387.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Current	Y1370	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Non-current	Y1380	0.00	0.00	0.00	0.00	0.00	24,577.30	0.00	0.00	3,897.10	28,474.40	0.00	0.00	0.00	0.0				

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Table 2: Statement of Interest Rate Sensitivity (RS)												
Particulars	0 day to 7 days ₹ in	8 days to 14 days ₹ in	15 days to 30/31 days (One month) ₹ in	Over one month and upto 2 months ₹ in	Over two months and upto 3 months ₹ in	Over 3 months and upto 6 months ₹ in	Over 6 months and upto 1 year ₹ in	Over 1 year and upto 3 years ₹ in	Over 3 years and upto 5 years ₹ in	Over 5 years ₹ in	Non-sensitive ₹ in	Total ₹ in
<b>A. Liabilities (OUTFLOW)</b>												
1 Capital (initially)	Y01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,568.21	37,568.21
(i) Equity	Y02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37,568.21	37,568.21
(ii) Preference shares	Y03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Non-preference shares	Y04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Others (Please Specify, if any)	Y05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 Reserves & surplus (initially) (asset liability with)	Y06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240,921.76	240,921.76
(a) Share Premium Account	Y07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	161,132.76	161,132.76
(b) General Reserve	Y08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	14,000.00
(c) Statutory/Special Reserve (Section 45-46 reserve to be shown separately below item no.(a))	Y09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Reserves under Sec. 45-46 of RBI Act 1934	Y10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,150.00	29,150.00
(i) Capital Redemption Reserve	Y11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	21.00
(ii) Debenture Redemption Reserve	Y12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Other Capital Reserves	Y13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	405.00	405.00
(iv) Other Reserve Reserves	Y14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Investment Fluctuation Reserve/ Investment Reserves	Y15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Provisional Reserves	Y16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
vii. 1. Res. Reserves - Property	Y17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
vii. 2. Res. Reserves - Financial Assets	Y18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Share Application Money Pending Allotment	Y19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Others (Please mention)	Y20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Balance of profit and loss account	Y21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,092.00	49,092.00
3 Gifts, grants, donations & bondations	Y22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4 Bonds & Notes (initially)	Y23	3,500.11	1,417.89	26,352.32	9,956.32	22,821.12	38,364.02	39,010.74	25,665.29	13,073.74	4,126,651.48	4,126,651.48
(a) Fixed rate plain vanilla including zero coupons	Y24	290.11	117.49	7,195.25	765.12	1,957.11	33,316.02	39,010.74	24,850.94	13,073.74	3,046.48	3,046.48
(b) Instruments with embedded options	Y25	3,210.00	1,300.40	17,480.00	8,800.00	21,655.00	5,410.00	0.00	2,100.00	0.00	5,400.00	65,366.00
(c) Floating rate instruments	Y26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5 Deposits	Y27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Term Deposits/ Fixed Deposits from public	Y28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Fixed rate	Y29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Floating rate	Y30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6 Borrowing (initially) (asset liability with)	Y31	30,000.00	0.00	20,710.77	1,98,473.38	72,211.14	12,96,208.00	45,334.13	17,865.77	0.00	0.00	29,736.00
(a) Bank borrowings	Y32	0.00	0.00	0.00	0.00	0.00	38,364.02	3,160.13	4,181.13	0.00	0.00	86,134.00
(i) Bank borrowings in the nature of Term money borrowings	Y33	0.00	0.00	0.00	0.00	0.00	3,160.12	20,522.11	0.00	0.00	53,377.01	
(ii) Bank borrowings in the nature of WCCL	Y34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Floating rate	Y35	0.00	0.00	0.00	0.00	0.00	3,160.12	20,522.11	0.00	0.00	0.00	0.00
(b) Fixed rate	Y36	0.00	0.00	0.00	0.00	0.00	25,133.53	17,993.13	0.00	0.00	0.00	0.00
(i) Floating rate	Y37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Fixed rate	Y38	0.00	0.00	0.00	0.00	0.00	25,133.53	17,993.13	0.00	0.00	0.00	0.00
(a) Bank borrowings in the nature of Cash/Credits (CC)	Y39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Floating rate	Y40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Fixed rate	Y41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Bank borrowings in the nature of Letter of Credit (LC)	Y42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Floating rate	Y43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Fixed rate	Y44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Bank borrowings in the nature of FFDs	Y45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Floating rate	Y46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Fixed rate	Y47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Inter Corporate debts (other than related parties)	Y48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Floating rate	Y49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Fixed rate	Y50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Loan from Related Parties (including ICAs)	Y51	0.00	0.00	0.00	0.00	0.00	23,500.00	0.00	0.00	0.00	0.00	23,500.00
(i) Floating rate	Y52	0.00	0.00	0.00	0.00	0.00	23,500.00	0.00	0.00	0.00	0.00	23,500.00
(ii) Fixed rate	Y53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Corporate Debts	Y54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Floating rate	Y55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Fixed rate	Y56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Commercial Papers	Y57	0.00	0.00	22,227.44	1,96,973.38	44,093.95	4,851.29	0.00	0.00	0.00	0.00	87,716.99
(i) Subscribed by Mutual Funds	Y58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Subscribed by Banks	Y59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Subscribed by NBFCs	Y60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Subscribed by Insurance Companies	Y61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Subscribed by Pension Funds	Y62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Subscribed by Retail Investors	Y63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Others (Please specify)	Y64	0.00	0.00	1,489.00	2,095.00	1,467.00	1,465.21	1,515.24	0.00	0.00	0.00	11,187.25
(a) Non-Convertible Debentures (NCDs) (A-I)	Y65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Fixed rate	Y66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Floating rate	Y67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subscribed by Mutual Funds	Y68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Subscribed by Banks	Y69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Subscribed by NBFCs	Y70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Subscribed by Insurance Companies	Y71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Subscribed by Pension Funds	Y72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Subscribed by Retail Investors	Y73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Others (Please specify)	Y74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subscribed by Mutual Funds	Y75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Subscribed by Banks	Y76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Subscribed by NBFCs	Y77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Subscribed by Insurance Companies	Y78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Subscribed by Pension Funds	Y79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Subscribed by Retail Investors	Y80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Others (Please specify)	Y81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subscribed by Mutual Funds	Y82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Subscribed by Banks	Y83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Subscribed by NBFCs	Y84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Subscribed by Insurance Companies	Y85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Subscribed by Pension Funds	Y86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Subscribed by Retail Investors	Y87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Others (Please specify)	Y88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subscribed by Mutual Funds	Y89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Subscribed by Banks	Y90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Subscribed by NBFCs	Y91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Subscribed by Insurance Companies	Y92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Subscribed by Pension Funds	Y93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Subscribed by Retail Investors	Y94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Others (Please specify)	Y95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Subscribed by Mutual Funds	Y96											

(d) Subscribed by Insurance Companies	Y870		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Pension Funds	Y880		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Retail Investors	Y890		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y900		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>B. Floating rate</b>	<b>Y910</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Of which: (a) Subscribed by Mutual Funds</b>	<b>Y920</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
(b) Subscribed by Banks	Y930		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Subscribed by NBFCs	Y940		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Subscribed by Insurance Companies	Y950		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Subscribed by Pension Funds	Y960		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Subscribed by Retail Investors	Y970		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Others (Please specify)	Y980		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Subordinated Debt	Y990		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Perpetual Debt Instrument	Y1000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Borrowings from Central Government / State Government	Y1010		0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,262.50	0.00	0.00	0.00	16,262.50	0.00
(vi) Borrowings from Public Sector Undertakings (PSUs)	Y1020		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Other Borrowings	Y1030	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00
<b>7. Current Liabilities &amp; Provisions (in-bills/over-drafts)</b>	<b>Y1040</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,437.25</b>	<b>4,437.25</b>
(a) Sundry creditors	Y1050		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	813.00	813.00
(b) Expenses payable	Y1060		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,865.25	2,865.25
(c) Advance income received from borrowers pending adjustment	Y1070		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Interest payable on deposits and borrowings	Y1080		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Provisions for Standard Assets	Y1090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(f) Provisions for NPAs	Y1100		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(g) Provisions for Investment Portfolio (NPV)	Y1110		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(h) Other Provisions (Please Specify)	Y1120		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	759.00	759.00
<b>8. Reserves / Bill Redemptions</b>	<b>Y1130</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
(a) Statutory Dues	Y1140		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,385.00	1,385.00
(b) Undisputed Deposits (i-ii)	Y1150		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Pending for less than 7 years	Y1160		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Pending for greater than 7 years	Y1170		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Any other Undisputed Amount	Y1180		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Debt Service Realisation Account	Y1190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(e) Others	Y1200		0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
<b>14. Total Outflows account of CBS Items (OO)(Details to be given in Table 4 below)</b>	<b>Y1210</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>A. TOTAL OUTFLOWS (1 to 14)</b>	<b>Y1220</b>	73,500.15	1,417.87	48,285.76	21,380.00	95,223.15	71,718.16	89,347.24	28,729.13	13,073.57	8,414.86	28,291.20	993,864.85	993,864.85	0.00
<b>A1. Cumulative Outflows</b>	<b>Y1230</b>	73,500.15	24,917.60	123,320.00	144,683.10	240,706.65	312,422.72	401,770.38	489,463.50	625,537.11	710,951.63	993,864.85	993,864.85	0.00	0.00
<b>B. INFLOWS</b>	<b>Y1240</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
(a) Cash	Y1250		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Remittance in transit	Y1260		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Balances with Banks (i-ii-iii)	Y1270		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,767.83	34,767.83	0.00
(i) Current account	Y1280		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) In deposit accounts, and other placements	Y1290		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Money at Call & Short Notice	Y1300		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(d) Investment (net of provisions) (i-ii-iii-iv-v-vi-vii)	<b>Y1310</b>	79,095.14	0.00	0.00	13,279.04	0.00	0.00	59,664.00	0.00	0.00	0.00	30,103.00	181,491.45	181,491.45	0.00
(i) Fixed Income Securities	Y1310	79,095.14	0.00	0.00	13,279.12	0.00	0.00	59,664.00	0.00	0.00	0.00	30,103.00	181,491.45	181,491.45	0.00
(ii) Government Securities	Y1320	79,095.14	0.00	0.00	13,279.12	0.00	0.00	59,664.00	0.00	0.00	0.00	30,103.00	181,491.45	181,491.45	0.00
(iii) Zero Coupon Bonds	Y1330		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Bonds	Y1340		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Debentures	Y1350		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Cumulative Redeemable Preference Shares	Y1360		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Non-Cumulative Redeemable Preference Shares	Y1370		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(viii) Others (Please Specify)	Y1380		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Floating rate securities	Y1390		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Government Securities	Y1400		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Zero Coupon Bonds	Y1410		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Bonds	Y1420		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Debentures	Y1430		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(v) Cumulative Redeemable Preference Shares	Y1440		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vi) Non-Cumulative Redeemable Preference Shares	Y1450		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(vii) Others (Please Specify)	Y1460		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Equity Shares	Y1470		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Convertible Preference Shares	Y1480		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) In shares of Subsidiaries / Joint Ventures	Y1490		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) In shares of Venture Capital Funds	Y1500		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Others	Y1510		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>5. Advances (Performing)</b>	<b>Y1520</b>	47.74	10,000.00	44,130.97	45,960.82	59,929.57	110,216.00	138,954.33	338,774.46	17,417.90	0.00	0.00	765,461.81	765,461.81	0.00
(a) Bills of exchange and promissory notes discounted & rediscounted	Y1530		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Term loans	Y1540	47.74	10,000.00	44,130.97	45,960.82	59,929.57	110,216.00	138,954.33	338,774.46	17,417.90	0.00	0.00	765,461.81	765,461.81	0.00
(i) Fixed Rate	Y1550		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Floating Rate	Y1560	47.74	10,000.00	44,130.97	45,960.82	59,929.57	110,216.00	138,954.33	338,774.46	17,417.90	0.00	0.00	765,461.81	765,461.81	0.00
(c) Corporate Loans/Short term loans	Y1570		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Fixed Rate	Y1580		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Floating Rate	Y1590		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>6. Non-Performing Loans (NPLs)</b>	<b>Y1600</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
(i) Sub-standard Category	Y1610		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Doubtful Category	Y1620		0.00	0.00											

Table 4: Statement on Interest Rate Sensitivity (IRS) - Off-Balance Sheet Items (OBS)												
Particulars	0 day to 7 days ₹ 30	8 days to 14 days ₹ 140	15 days to 30/31 days (One month) ₹ 150	Over one month and upto 2 months ₹ 160	Over two months and upto 3 months ₹ 170	Over 3 months and upto 6 months ₹ 180	Over 6 months and upto 1 year or ₹ 190	Over 1 year and upto 3 years ₹ 200	Over 3 years and upto 5 years ₹ 210	Over 5 years ₹ 220	Non-sensitive ₹ 230	Total ₹ 240
<b>A. Expected Outflows on account of OBS items</b>												
1. Lines of credit committed to other institutions	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Letter of Credits (L/C)	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Guarantees / Financial L/Cs	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Sale and repurchase agreement and asset sales with recourse, where the credit risk remains with the applicable NBFC	Y180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Lending of NBFC securities or posting of securities as collateral by the NBFC-CFC, including instances where these arise out of repo style transactions	Y1850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Commitment to provide liquidity facility for securitisation of standard asset transactions	Y1860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Second loss credit enhancement for securitisation of standard asset transactions provided as third party	Y1870	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. Outflows from Derivative Exposures (i.e. B + B1 + B2 + B3 + B4)</b>												
(a) Futures Contracts (i.e. B1-B1(c))	Y1890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Currency Futures	Y1900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Interest Rate Futures	Y1910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Other Futures (Commodities, Securities etc.)	Y1920	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Options Contracts (i.e. B2-B2(c))	Y1930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Currency Options Purchased / Sold	Y1940	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Interest Rate Options	Y1950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Other Options (Commodities, Securities etc.)	Y1960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Swaps - Currency (i.e. B3-B3)	Y1970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Cross Currency Interest Rate Swaps (Not Involving Reciprocal)	Y1980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) FCY - INR Interest Rate Swaps	Y1990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Swaps - Interest Rate (i.e. B4-B4)	Y2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Single Currency Interest Rate Swaps	Y2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Basis Swaps	Y2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Credit Default Swaps (CDS) Purchased	Y2030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Swaps - Others (Commodities, securities etc.)	Y2040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Other contingent outflows	Y2050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Outflow on account of OBS items (OBS - Sum of 1+2+3+4+5+6+7+8+9)	Y2060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>B. Expected Inflows on account of OBS items</b>												
1. Credit commitments from other institutions providing disbursement	Y2100	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
2. Inflows on account of Secured Deposits (Dep. Held)	Y2080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Inflows on account of Bills re-discounted	Y2090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Inflows from Derivative Exposures (i.e. B + B1 + B2 + B3 + B4)	Y2100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(a) Futures Contracts (i.e. B1-B1(c))	Y2110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Currency Futures	Y2120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Interest Rate Futures	Y2130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Other Futures (Commodities, Securities etc.)	Y2140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(b) Options Contracts (i.e. B2-B2(c))	Y2150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Currency Options Purchased / Sold	Y2160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Interest Rate Options	Y2170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Other Options (Commodities, Securities etc.)	Y2180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(c) Swaps - Currency (i.e. B3-B3)	Y2190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Cross Currency Interest Rate Swaps (Not Involving Reciprocal)	Y2200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) FCY - INR Interest Rate Swaps	Y2210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Swaps - Interest Rate (i.e. B4-B4)	Y2220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i) Single Currency Interest Rate Swaps	Y2230	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(ii) Basis Swaps	Y2240	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iii) Swaps - Others (Commodities, securities etc.)	Y2250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(iv) Credit Default Swaps (CDS) Purchased	Y2260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Other contingent inflows	Y2270	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Inflow on account of OBS items (OBS - Sum of 1+2+3+4+5)	Y2280	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
C. NetMVA (+/-) (OBS)	Y2290	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00



October 18, 2024

To,  
Listing Compliance Department,  
BSE Limited,  
P.J. Towers, Dalal Street,  
Mumbai – 400 001.

Dear Sir/Madam,

**Subject: Outcome of Meeting of Board of Directors of 360 ONE Prime Limited (Formerly known as IIFL Wealth Prime Limited) [A wholly owned subsidiary of "360 ONE WAM LIMITED] held on October 18, 2024.**

With reference to the above and pursuant to the requirements of Regulation 51(2) and 52(1) of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations, 2015**"), as amended, read with Part B of Schedule III thereto, we wish to inform you, that the Board of Directors of 360 ONE Prime Limited ("**the Company**") at its Meeting held on October 18, 2024, has inter-alia approved:

- Unaudited Financial Results of the Company for the quarter and half year ended September 30, 2024;
- Limited Review Report on the Unaudited Financial Results of the Company for the quarter and half year ended September 30, 2024;

Further, we have enclosed the following:

- Unaudited Financial Results of the Company for the quarter and half year ended September 30, 2024, as '**Annexure I**'
- Disclosure of applicable line items in accordance with Regulation 52(4) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as part of the Unaudited Financial Results of the Company.
- Limited Review Report on the Unaudited Financial Results for the quarter and half year ended September 30, 2024, as '**Annexure II**'
- Statement indicating the utilisation of the issue proceeds of Non-Convertible Securities and Material Deviation(s) (if any) pursuant to Regulation 52(7) and 52 (7A) respectively of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as '**Annexure III**'
- Certificate pursuant to regulation 54(3) and 56 (1) (d) of SEBI (Listing Obligation and Disclosures Requirement) Regulation, 2015 from the statutory Auditor of the Company regarding maintenance of Security cover for the listed non-convertible debentures issued by the Company on private placement & public issue basis, as '**Annexure IV**'

**360 ONE PRIME LIMITED** (formerly known as IIFL Wealth Prime Limited)

Corporate & Registered Office: 360 ONE Centre, Kamala City, Senapati Bapat Marg, Delisle Road, Lower Parel, Mumbai 400 013  
Tel (91-22) 4876 5600 Fax (91-22) 4646 4706 Email nbfc-compliance@360.one <https://www.360.one/wealth-management/prime/>

CIN: U65990MH1994PLC080646



- Statement of Related Party Transactions for the half year ended September 30, 2024, as 'Annexure V'

The meeting of the Board of Directors commenced at 12.30 P.M. (IST) and concluded at 2.50 P.M. (IST).

Further, in accordance with Regulation 52 of the Listing Regulations, 2015, the above-mentioned disclosures shall also be uploaded on the website of the Company at <https://www.360.one/wealth-management/prime/>

Kindly note that, the Secured Listed Non-Convertible Debentures of the Company are secured by *pari-passu* mortgage and charge over the Company's Identified Immovable Property, present and future receivables to the extent equal to the principal and interest amount of the secured non-convertible debentures outstanding at any point of time and first exclusive charge by way of pledge on specific identified liquid or debt fund/ identified bonds/ perpetual bonds issued by bank/ marketable debt securities (being non-capital market investments of the Company) for each tranche in accordance with the respective tranche private placement & public issue offer document/ information memorandum. Accordingly, as per the requirement of Regulation 54(2) of Listing Regulations, 2015, we confirm that the Company is maintaining the asset cover of 1x or such higher asset cover required as per the terms of offer document/ information memorandum.

Kindly take the aforesaid submission on record.

For **360 ONE Prime Limited**  
(Formerly Known as IIFL Wealth Prime Limited)

*Amit Bhandari*



**Amit Bhandari**  
**Company Secretary & Compliance Officer**  
**Membership No: A25871**  
**Email: [nbfc-compliance@360.one](mailto:nbfc-compliance@360.one)**

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CIN: U65990MH1994PLC080646

# Annexure I

360 ONE PRIME LIMITED  
(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)  
CIN: U65990MH1994PLC080646

360 ONE CENTRE, Karnaia City, Senapati Bapat Marg, Delisle Road, Lower Parel (West), Mumbai 400013, Maharashtra, India  
Telephone +91 22 4876 5600, Fax +91 22 4646 4706  
Email id: nbfc-compliance@360.one  
Website: https://www.360.one/wealth-management/prime

## STATEMENT OF UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND HALF YEAR ENDED SEPTEMBER 30, 2024

Sr No	Particulars	Quarter ended			Half Year Ended		(₹ In Crore)
		September 30, 2024	June 30, 2024	September 30, 2023	September 30, 2024	September 30, 2023	Year ended March 31, 2024
		Unaudited (Refer note 6)	Unaudited	Unaudited (Refer note 6&7)	Unaudited	Unaudited (Refer note 7)	Audited (Refer note 7)
1	Revenue from operations						
(a)	Interest income	220.86	211.47	178.45	432.33	338.54	700.13
(b)	Dividend	0.04	0.01	0.42	0.05	0.78	0.93
(c)	Fees and commission income	1.64	3.77	-	5.41	-	1.60
(d)	Net gain on fair value changes	4.70	52.21	39.86	56.91	123.98	191.44
	<b>Total Revenue from operations</b>	<b>227.24</b>	<b>267.46</b>	<b>218.73</b>	<b>494.70</b>	<b>463.30</b>	<b>894.10</b>
2	Other Income	-	-	-	-	-	3.11
3	<b>Total Income (1+2)</b>	<b>227.24</b>	<b>267.46</b>	<b>218.73</b>	<b>494.70</b>	<b>463.30</b>	<b>897.21</b>
	<b>Expenses</b>						
(a)	Finance costs	160.66	150.69	122.28	311.35	227.22	490.08
(b)	Impairment on financial instruments	0.85	0.28	0.90	1.13	(2.04)	3.38
(c)	Employee benefits expenses	15.82	11.59	10.23	27.41	19.74	43.53
(d)	Depreciation, amortisation and impairment expenses	0.75	0.72	0.21	1.47	0.32	1.58
(e)	Other expenses	5.45	2.18	5.31	7.63	10.33	19.50
4	<b>Total Expenses</b>	<b>183.53</b>	<b>165.46</b>	<b>138.93</b>	<b>348.99</b>	<b>255.57</b>	<b>558.07</b>
5	<b>Profit before tax (3- 4)</b>	<b>43.71</b>	<b>102.00</b>	<b>79.80</b>	<b>145.71</b>	<b>207.73</b>	<b>339.14</b>
6	<b>Tax Expense:</b>						
(a)	Current Tax	12.66	16.05	23.55	28.71	35.17	69.70
(b)	Deferred Tax	(2.71)	7.45	(14.54)	4.74	(0.36)	(4.19)
7	<b>Profit for the period/year (5-6)</b>	<b>33.76</b>	<b>78.50</b>	<b>70.79</b>	<b>112.26</b>	<b>172.92</b>	<b>273.63</b>
8	<b>Other Comprehensive Income</b>						
(a)	(I) Items that will not be reclassified to profit or loss						
	-Remeasurements of Employee Benefits	(0.05)	*0.00	(0.11)	(0.05)	(0.14)	(0.19)
	(II) Income tax relating to items that will not be reclassified to profit or loss	*0.00	*0.00	0.03	*0.00	0.04	0.04
	<b>Sub total (a)</b>	<b>(0.05)</b>	<b>-</b>	<b>(0.08)</b>	<b>(0.05)</b>	<b>(0.10)</b>	<b>(0.15)</b>
(b)	(I) Items that will be reclassified to profit or loss	-	-	-	-	-	-
	(II) Income tax relating to items that will be reclassified to profit or loss	-	-	-	-	-	-
	<b>Sub total (b)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Other Comprehensive Income (a+b)</b>	<b>(0.05)</b>	<b>-</b>	<b>(0.08)</b>	<b>(0.05)</b>	<b>(0.10)</b>	<b>(0.15)</b>
9	<b>Total Comprehensive Income for the period/year (7+8)</b> <b>(Comprising Profit and other Comprehensive Income/(Loss) for the period/year)</b>	<b>33.71</b>	<b>78.50</b>	<b>70.71</b>	<b>112.21</b>	<b>172.82</b>	<b>273.48</b>
10	<b>Earnings per equity share (Face value Rs. 10 each) **</b>						
	Basic (₹)	1.10	2.57	2.32	3.67	5.66	8.96
	Diluted (₹)	1.10	2.57	2.32	3.67	5.66	8.96

\* Amount less than 1 lakh.

\*\* EPS for period ended is not annualised.



**360 ONE PRIME LIMITED**  
(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)

CIN: U65990MH1994PLC080646

360 ONE CENTRE, Kamala City, Senapati Bapat Marg, Delisle Road, Lower Parel (West), Mumbai 400013, Maharashtra, India

Telephone +91 22 4876 5600, Fax +91 22 4646 4706

Email id: nbfc-compliance@360.one

Website: <https://www.360.one/wealth-management/prime>

**Notes:**

**1. Statement of Assets and Liabilities As at September 30, 2024:**

(₹ In Crore)

Sr No	Particulars	As at September 30, 2024 (Unaudited)	As at March 31, 2024 (Audited) (Refer note 7)
	<b>ASSETS</b>		
<b>1</b>	<b>Financial Assets</b>		
(a)	Cash and cash equivalents	562.13	321.22
(b)	Bank balance other than (a) above	1.93	-
(c)	Receivables		
	(I) Trade receivables	3.88	4.04
	(II) Other receivables	-	-
(d)	Loans	6,437.31	6,366.75
(e)	Investments	1,655.93	1,390.22
(f)	Other financial assets	14.84	7.16
<b>2</b>	<b>Non-Financial Assets</b>		
(a)	Current tax assets (net)	35.10	26.95
(b)	Deferred tax assets (net)	-	2.07
(c)	Property, plant and equipment	6.36	7.14
(d)	Other intangible assets	1.72	1.95
(e)	Right to use	1.11	0.98
(f)	Other non-financial assets	6.36	4.31
	<b>Total Assets</b>	<b>8,726.67</b>	<b>8,132.79</b>
	<b>LIABILITIES AND EQUITY</b>		
	<b>LIABILITIES</b>		
<b>1</b>	<b>Financial Liabilities</b>		
(a)	Derivative financial instruments	109.76	159.91
(b)	Payables		
	(i) total outstanding dues of micro enterprises and small enterprises	-	-
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	8.13	25.67
	(II) Other payables		
	(i) total outstanding dues of micro enterprises and small enterprises	-	-
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	-	-
(c)	Finance Lease Obligation	1.16	1.02
(d)	Debt securities	5,465.18	5,263.55
(e)	Borrowings (other than debt securities)	1,442.79	1,081.61
(f)	Subordinated liabilities	159.00	151.48
(g)	Other financial liabilities	18.30	6.48
<b>2</b>	<b>Non-Financial Liabilities</b>		
(a)	Current tax liabilities (net)	2.82	-
(b)	Provisions	2.09	1.88
(c)	Deferred tax liabilities (net)	2.68	-
(d)	Other non-financial liabilities	13.84	2.06
<b>3</b>	<b>EQUITY</b>		
(a)	Equity share capital	305.49	305.49
(b)	Other equity	1,195.43	1,133.64
	<b>Total Liabilities and Equity</b>	<b>8,726.67</b>	<b>8,132.79</b>





**360 ONE PRIME LIMITED**  
(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)

CIN: U65990MH1994PLC080646

360 ONE CENTRE, Kamala City, Senapati Bapat Marg, Delisle Road, Lower Parel (West), Mumbai 400013, Maharashtra, India

Telephone +91 22 4876 5600, Fax +91 22 4646 4706

Email id: nbfc-compliance@360.one

Website: <https://www.360.one/wealth-management/prime>

**2. Statement of Cash Flows for the half year ended September 30, 2024:**

(₹ In Crore)

Particulars	For the half year ended September 30, 2024 (Unaudited)	For the half year ended September 30, 2023 (Unaudited) (Refer note 7)
<b>A. Cash flows from operating activities</b>		
Net profit before taxation	145.71	207.73
Adjustments for:		
Depreciation & amortisation	1.47	0.32
Provisions for employee benefits	0.16	0.14
Net changes in Fair value through Profit and loss of Investments	(103.53)	(118.93)
Impairment on Financial Instrument	1.13	(2.04)
Net changes in Fair value of Derivative Financial Instrument	40.49	19.43
Net changes in Fair value of Borrowings and Debt securities	6.13	13.00
Interest income	(432.33)	(338.54)
Interest expenses	311.35	227.22
Dividend Income from investments	(0.05)	(0.78)
Interest Income received	397.28	303.17
Interest expense paid	(329.70)	(153.38)
Dividend Income received from investments	0.05	0.78
<b>Operating profit before working capital changes</b>	<b>38.16</b>	<b>158.12</b>
<b>Changes in working Capital :</b>		
(Increase) in Financial/Non-financial Assets	(11.85)	(31.52)
Increase/ (Decrease) in Financial/Non-financial Liabilities	6.20	(115.26)
<b>Cash generated from operations</b>	<b>32.51</b>	<b>11.34</b>
(Increase)/Decrease in Loans	(41.94)	71.14
<b>Cash (used in)/ generated from operating activities</b>	<b>(9.43)</b>	<b>82.48</b>
Net Income tax (paid)	(34.04)	(47.61)
<b>Net cash (used in)/generated from operating activities (A)</b>	<b>(43.47)</b>	<b>34.87</b>
<b>B. Cash flows from investing activities</b>		
Payments for purchase of investments	(4,251.13)	(5,662.22)
Proceeds from sale of investments	4,094.25	6,678.97
(Purchase) of Property, plant and equipment (includes intangible assets)-Net	(0.24)	(4.11)
<b>Net cash (used in)/generated from investing activities (B)</b>	<b>(157.12)</b>	<b>1,012.64</b>
<b>C. Cash flows from financing activities</b>		
Dividend Paid	(50.41)	(113.03)
Proceeds from Debt Securities and Subordinated Liabilities	893.03	275.39
Repayments of Debt Securities and Subordinated Liabilities	(1,315.62)	(615.20)
Proceeds from Borrowings	963.00	500.00
Repayments of Borrowings	(48.50)	(857.50)
<b>Net cash generated from/(used in) financing activities (C)</b>	<b>441.50</b>	<b>(810.34)</b>
<b>Net increase in cash and cash equivalents (A+B+C)</b>	<b>240.91</b>	<b>237.16</b>
Opening Cash & cash equivalents	321.22	314.67
<b>Closing Cash &amp; cash equivalents</b>	<b>562.13</b>	<b>551.83</b>
<b>Reconciliation of Cash &amp; cash equivalents with the Balance Sheet:</b>		
Cash and Cash Equivalents as per Ind AS 7	562.13	551.83
Add: In Fixed deposits with maturity more than 3 months		
Cash & cash equivalents	562.13	551.83



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Website: <https://www.360.one/wealth-management/prime>

**Notes:**

3. These financial results for the quarter and half year ended September 30, 2024, have been reviewed and recommended by the Audit Committee and approved by the Board of Directors of the Company at their meeting held on October 18, 2024. The Statutory Auditors have issued limited review report with unmodified conclusion on the financial results for the quarter and half year ended September 30, 2024.

4. The above financial results have been prepared in the format specified in Division III of Schedule III of Companies Act, 2013 (the "Statement") attached herewith, being submitted by the Company pursuant to the requirements of Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended and in accordance with Indian Accounting Standards ("IND AS") notified under Companies (Indian Accounting Standards) Rules, 2015 as amended by the Companies (Indian Accounting Standards) rules, 2016, prescribed under Section 133 of the Companies Act, 2013 (the "Act") read with relevant Rules issued thereunder and other accounting principles generally accepted in India. Any application guidance/clarification/directions issued by the Reserve Bank of India or other regulators are implemented as and when they are issued/ made applicable. Further the Company has applied its accounting policies in the preparation of these financial results consistent with those followed in the annual financial statements for the year ended March 31, 2024.

5. The products offered by 360 One Prime Limited (formerly known as IIFL Wealth Prime Limited) (the Company), i.e. lending, credit solutions etc. forms part of the Wealth Management segment. The credit solutions and other products of the Company are principally offered to the clients, who form part of the Wealth Management CGU.

In view of the above, in the opinion of the entity's chief operating decision maker (CoDM), there is only one reportable business segment as envisaged by Ind AS 108 'Operating Segments', as prescribed under section 133 of the Act. Accordingly, no separate disclosure for segment reporting is required to be made in the financial statements of the Company. Secondary segment information based on geography has not been presented as the Company operates primarily in India and the Company perceives that there is no significant difference in its risk and returns in operating from different geographic areas within India.

6. The figures for the quarter ended September represents the difference between the unaudited amounts of half year ended September and the unaudited amount of quarter ended June.

7. The financial results for quarter and half year ended September 30, 2023 and for the year ended March 31 2024 were reviewed/audited by erstwhile statutory auditors.

8. Disclosures pursuant to Master Direction - Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 in terms of RBI circular RBI/DOR/2021-22/86 DOR.STR.REC.51/21.04.048/2021-22 dated September 24, 2021:

i) Details of assets transferred during the period ended September 30, 2024 and September 30, 2023 :

(Rs. In Crore)

Sr. No.	Particulars	September 30, 2024		September 30, 2023	
		To ARCs	To other transferees No. transferees	To ARCs	To other transferees No. transferees
1	No. of accounts sold (Nos.)	-	-	-	-
2	Aggregate principal outstanding of loan transferred	-	-	-	-
3	Weighted average residual tenor of the loans transferred (months)	-	-	-	-
4	Net book value of loans transferred (at the time of transfer)	-	-	-	-
5	Aggregate consideration	-	-	-	-
6	Additional consideration realized in respect of accounts transferred in earlier years	-	-	-	-

ii) The Company has not purchased any stressed loans and loans not in default during the period ended September 30, 2024 and September 30, 2023.

9. Pursuant to Regulation 52(7) of the SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015, Proceeds of Non-Convertible Debentures (NCDs) issued by the Company and outstanding as on September 30, 2024 are being utilized as per the objects stated in the offer document.

10. Information as required pursuant to Regulation 52(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, is attached as annexure I.

11. Information as required pursuant to Regulation 54 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, is attached as annexure II.

12. Previous period/year figures have been regrouped to make them comparable with those of current period.

Date : October 18, 2024  
Place: Mumbai



For 360 ONE PRIME LIMITED  
(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)

*Himanshu Jain*

Himanshu Jain  
Whole Time Director and CEO  
(DIN: 02052409)

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**Annexure I : Disclosure in compliance with Regulation 52(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended, for the period ended September 30, 2024**

SR. No.	Particulars	September 30, 2024	September 30, 2023
1	Debt - equity ratio <sup>1</sup>	4.78	3.82
2	Debt service coverage ratio <sup>2</sup>	Not applicable	Not applicable
3	Interest service coverage ratio <sup>2</sup>	Not applicable	Not applicable
4	Outstanding redeemable preference shares (quantity and value)	Not applicable	Not applicable
5	Capital redemption reserve (Rs. in crore)	0.23	0.23
6	Debenture redemption reserve (Rs. in crore)	NIL	NIL
7	Net worth (Rs. in crore) <sup>3</sup>	1,495.69	1,452.12
8	Net profit after tax (Rs. in crore)	112.26	172.92
9	Earnings per equity share :		
(a)	Basic (Rs.)	3.67	5.66
(b)	Diluted (Rs.)	3.67	5.66
10	Current ratio <sup>4</sup>	Not applicable	Not applicable
11	Long term debt to working capital <sup>4</sup>	Not applicable	Not applicable
12	Bad debts to accounts receivable <sup>4</sup>	Not applicable	Not applicable
13	Current liability ratio <sup>4</sup>	Not applicable	Not applicable
14	Total debts to total assets ratio <sup>5</sup>	0.82	0.79
15	Debtors turnover <sup>4</sup>	Not applicable	Not applicable
16	Inventory turnover <sup>4</sup>	Not applicable	Not applicable
17	Operating margin <sup>4</sup>	Not applicable	Not applicable
18	Net profit margin <sup>6</sup>	22.69%	37.32%
19	Sector specific equivalent ratio		
(a)	Capital to risk-weighted assets ratio <sup>7</sup>	21.25%	24.03%
(b)	Liquidity coverage ratio <sup>8</sup>	194.21%	142.05%
(c)	Cross stage 3	0.00%	0.00%
(d)	Net stage 3	0.00%	0.00%

**Notes:**

- Debt-equity ratio = (Debt securities + Borrowings (other than debt securities) + Subordinated liabilities + Derivative component of Debts Liabilities) / total equity.
- Debt service coverage ratio and interest service coverage ratio shall not be applicable for Banks or Non Banking Financial Companies/Housing Finance Companies registered with the Reserve Bank of India as per Regulation 52(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- Net worth is equal to equity capital plus other equity less capital redemption reserve and impairment loan reserve and deferred expenditure.
- The Company is a Non-Banking Financial Company registered under the Reserve Bank of India Act, 1934, hence these ratios are generally not applicable.
- Total debts to total assets = (Debt securities + Borrowings (other than debt securities) + Subordinated liabilities + Derivative component of Debts Liabilities) / total assets.
- Net profit margin = Net profit after tax / total income.
- Capital to risk-weighted assets ratio is calculated as per the RBI guidelines.
- Liquidity coverage ratio is calculated as per the RBI guidelines.



**Independent Auditor's Review Report on unaudited quarterly and half yearly financial results of 360 One Prime Limited (formerly known as IIFL Wealth Prime Limited) pursuant to Regulation 52 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended.**

**The Board of Directors**

**360 One Prime Limited (formerly known as IIFL Wealth Prime Limited)**

1. We have reviewed the accompanying Statement of Unaudited Financial Results of **360 One Prime Limited (formerly known as IIFL Wealth Prime Limited)** (the 'Company') for the quarter and half year ended September 30, 2024, together with the notes thereon, (the 'Statement') attached herewith, being submitted by the Company pursuant to the requirements of Regulation 52 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the 'Regulations'), duly initialled by us for identification.
2. This Statement, which is the responsibility of the Company's Management and has been reviewed by the Audit Committee and approved by the Board of Directors at their respective meetings held on October 18, 2024, has been prepared in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34 'Interim Financial Reporting' ('Ind AS 34'), prescribed under Section 133 of the Companies Act, 2013 (the 'Act') read with relevant rules issued thereunder, the circulars, guidelines and directions issued by the Reserve Bank of India ('RBI') from time to time, as applicable and other recognised accounting principles generally accepted in India and in compliance with the Regulations. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410 - "Review of Interim Financial Information Performed by the Independent Auditor of the Entity", issued by the Institute of Chartered Accountants of India. This standard requires that we plan and perform the review to obtain moderate assurance as to whether the Statement is free of material misstatement. A review consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Standards on Auditing specified under section 143(10) of the Act and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. We have not performed an audit and accordingly, we do not express an audit opinion.
4. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying Statement prepared in accordance with applicable accounting standards and other recognized accounting practices and policies has not disclosed the information required to be disclosed in terms of Regulation 52 of the Regulations, including the manner in which it is to be disclosed, or that it contains any material misstatement or that it has not been prepared in accordance with the relevant prudential norms issued by the Reserve Bank of India in respect of income recognition, asset classification, provisioning and other related matters, to the extent those are not inconsistent with the Indian Accounting Standards prescribed under Section 133 of the Act.





5. We draw attention to

- a) the financial statements of the Company for the year ended March 31, 2024, were audited by the erstwhile statutory auditor whose audit report dated April 22, 2024, expressed an unmodified opinion on those financial statements. Accordingly, we do not express any opinion on the figures reported in the Statement for the year ended March 31, 2024.
- b) the unaudited financial results for the quarter and half year ended September 30, 2023, were reviewed by the erstwhile statutory auditor, whose review report dated October 31, 2023, expressed an unmodified conclusion on those unaudited financial results. Accordingly, we do not express any conclusions on the figures reported in the Statement for the quarter and half year ended September 30, 2023.

Our conclusion on the Statement is not modified in respect of the above matters.

**For KALYANIWALLA & MISTRY LLP  
CHARTERED ACCOUNTANTS**

Firm Reg. No.: 104607W/W100166



Anil A. Kulkarni

Partner

Membership No. 047576

UDIN: 24047576BKBJPP5158

Place: Mumbai

Date: October 18, 2024



October 18, 2024

To,  
Listing Compliance Department,  
BSE Limited,  
P.J. Towers, Dalal Street,  
Mumbai – 400 001.

Dear Sir/Madam,

**Subject: Submission of Statement of Material Deviations as per the Regulation 52(7) and (7A) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

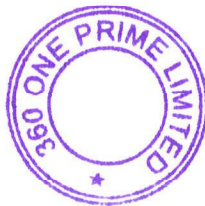
With reference to the Regulation 52(7) and (7A) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed a statement indicating utilization of issue proceeds and a statement disclosing material deviation (if any) in the use of issue proceeds of Non-Convertible Securities of the Company, in the format prescribed under the above mentioned regulations for the quarter and half year ended September 30, 2024.

Kindly take the same on record and acknowledge.

For **360 ONE Prime Limited**  
(Formerly Known as IIFL Wealth Prime Limited)



**Amit Bhandari**  
Company Secretary & Compliance Officer  
Membership No: A25871  
Email: [nbfc-compliance@360.one](mailto:nbfc-compliance@360.one)



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CIN: U65990MH1994PLC080646

Annex - IV-A

**A. Statement of utilization of issue proceeds:**

Name of the Issuer	ISIN	Mode of Fund Raising (Public issues/ Private Placement)	Type of instrument	Date of raising funds	Amount Raised	Funds utilized	Any deviation (Yes/ No)	If 8 is Yes, then specify the purpose of for which the funds were utilized	Remarks, if any
360 ONE PRIME LIMITED	INE248 U07FO2	Private Placement	Non-Convertible Debentures	08-Aug-24	1,90,00,00,000.00	1,90,00,00,000.00	No	NA	NA
360 ONE PRIME LIMITED	INE248 U07FP9	Private Placement	Non-Convertible Debentures	26-Sep-24	50,00,00,000.00	50,00,00,000.00	No	NA	NA

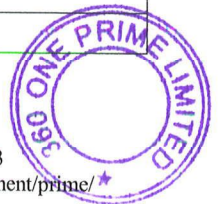
**B. Statement of deviation/ variation in use of Issue proceeds:**

Particulars	Remarks
Name of listed entity	360 ONE Prime Limited (Formerly known as IIFL Wealth Prime Limited)
Mode of fund-raising Public issue/ Private placement	Private placement
Type of instrument Non-convertible Securities	Non-Convertible Debentures
Date of raising funds	08-August-2024, 26-September-2024
Amount raised in Rs. crore	240
Report filed for quarter ended	30-September-24
Is there a deviation/ variation in use of funds raised?	No Deviation
Whether any approval is required to vary the objects of the issue stated in the prospectus/ offer document?	No
If yes, details of the approval so required?	Not Applicable
Date of approval	Not Applicable
Explanation for the deviation/ variation	Not Applicable

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Particulars	Remarks
Comments of the audit committee after review	Not Applicable
Comments of the auditors, if any	-

Objects for which funds have been raised and where there has been a deviation/ variation, in the following table:

Original Subject	Modified Object, if any	Original Allocation	Modified Allocation, if any	Funds Utilised	Amount of deviation/variation for the quarter according to applicable object (in Rs. crore and in %)	Remarks, if any
For Private Placement - General Corporate Purpose	No	100%	Nil	100%	No Deviation	No Deviation

Deviation could mean:

- Deviation in the objects or purposes for which the funds have been raised.
- Deviation in the amount of funds actually utilized as against what was originally disclosed.

For **360 ONE Prime Limited**

(Formerly Known as IIFL Wealth Prime Limited)



Name of signatory: Mr. Sanjay Wadhwa  
Designation: Chief Financial Officer



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CIN: U65990MH1994PLC080646



October 18, 2024

The Manager,  
Listing Department,  
BSE Limited,  
Phiroze Jeejeebhoy Tower,  
Dalal Street,  
Mumbai 400 001.

**Subject: - Security Cover Certificate**

**Ref: Regulation 54 (3) and 56 (1) (d) with respect to maintenance of Security cover of SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015.**

Dear Sir(s)/Madam(s),

Pursuant to Regulation 54(3) and 56 (1) (d) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, please find enclosed certificate by statutory auditors of the Company, M/s. Kalyaniwalla & Mistry LLP, Chartered Accountants, regarding maintenance of Security cover for the listed non-convertible debentures issued by the Company on private placement & public issue basis and outstanding as on September 30, 2024.

Please take the same on your record.

**For 360 ONE Prime Limited**  
(formerly known as IFL Wealth Prime Limited)



**Amit Bhandari**  
**Company Secretary & Compliance Officer**  
**Membership No: A25871**  
**Email: [nbfc-compliance@360.one](mailto:nbfc-compliance@360.one)**



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Annexure IV

360 ONE Prime Limited (formerly known as IIFL Wealth Prime Limited)

Annexure II

₹ In Crore															
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N	Column O	Column P
Particulars	Description of asset for which this certificate relate	Exclusive Charge	Exclusive Charge	Pari-Passu Charge	Pari-Passu Charge	Pari-Passu Charge	Assets not offered as Security	Debt not backed by any assets offered as security	Elimination (amount in negative)	(Total C to J)	Related to only those items covered by this certificate				
		Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate being issued	Assets shared by pari passu debt holder (includes debt for which this certificate is issued & other debt with pari-passu charge)	Other assets on which there is pari- Passu charge (excluding items covered in column F)			Debt amount considered more than once (due to exclusive plus pari passu charge)		Market Value for Assets charged on Exclusive basis	Carrying /book value for exclusive charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Market Value for Pari passu charge Assets	Carrying value/book value for pari passu charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Total Value = (L+M+N+O)
		Book Value	Book Value	Yes/No	Book Value	Book Value	Book Value	Book Value	Book Value	Book Value	Book Value			Relating to Column F	
ASSETS															
Property, Plant and Equipment	Land			Yes	0.10		6.26			6.36				0.10	0.10
Capital Work-in- Progress															
Right of Use Assets							1.11			1.11					
Goodwill															
Intangible Assets							1.72			1.72					
Intangible Assets under Development															
Investments	Investments at Fair Value		723.24	Yes	891.45		41.24			1,655.93			891.45		891.45
Loans	Standard Loan Assets			Yes	4,745.45	1,309.44	382.42			6,437.31				4,745.45	4,745.45
Inventories															
Trade Receivables							3.88			3.88					
Cash and Cash Equivalents							562.13			562.13					
Bank Balances other than Cash and Cash Equivalents							1.93			1.93					
Others							56.30			56.30					
Total			723.24		5,637.00	1,309.44	1,056.99			8,726.67			891.45	4,745.55	5,637.00
LIABILITIES															
Debt securities to which this certificate pertains				Yes	3,996.89			(19.21)		3,977.68				3,996.89	3,996.89
Other debt sharing pari-passu charge with above debt		not to be filled													
Other Debt															
Subordinated debt								159.00		159.00					
Borrowings			450.00							450.00					
Bank						995.47			(2.68)	992.79					
Debt Securities								1,597.26		1,597.26					
Others															
Trade payables									8.13	8.13					
Lease Liabilities									1.16	1.16					
Provisions									2.09	2.09					
Others								37.64	37.64						
Total			450.00		3,996.89	995.47		1,783.39		7,225.75				3,996.89	3,996.89
Cover on Book Value					1.41										
Cover on Market Values															1.41
		Exclusive Security Cover Ratio	NA		Pari-Passu Security Cover Ratio (Refer Note 1)									Refer Note 2	

1. Security Cover Ratio pertains to Listed Secured Non Convertible Debentures (NCDs) and Listed Secured Market Linked Debentures (MLDs) only.

2. Debt securities to which this Annexure pertains are secured by way of pari passu charge against eligible receivables against Loans, Investment and Land at such value as recognised in the unaudited financial results for the half year ended September 30, 2024. Since, Loan is a asset in the form of the receivables, management is of the view that the carrying value is the best possible estimate of market values.

3. The amount of ₹ (19.21) crore and ₹ (2.68) crore under Column I represents the unamortised balance of cost incurred towards issuance of Non Convertible Debentures and Borrowings.

4. The above values are the carrying values which have been extracted from the unaudited financial statement for the half year ended September 30, 2024.

For 360 ONE PRIME LIMITED  
(formerly known as IIFL Wealth Prime Limited)

Authorised Signatory  
Date: October 18, 2024  
Mumbai



**360 ONE PRIME LIMITED**  
(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)

CIN: U65990MH1994PLC080646

360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel (West), Mumbai- 400013, Maharashtra, India. Telephone +91 22 4876 5600, Fax +91 22 4875 5606

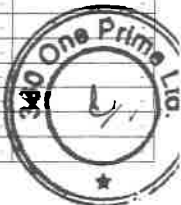
Email id: nbfc-compliance@iifw.com Website: https://www.360.one/wealth-management/prime

# Annexure V

**Statement fo Related Party Tansactions for the half year ended September 30, 2024**

(Rs. 'in Crore)

Sr. No.	Name of OUR Entity	PAN of our Entity	Name of Inter company	PAN of Inter company	Relationship	Type of related party transaction	Details of other related party transaction	Value of transactions	Opening balance	Closing balance
1	360 ONE Prime Limited	AABCC3347E	360 ONE Asset Management Limited	AACCI2676K	Fellow Subsidiary	Any other transaction	ICD Given	77.00	-	-
2	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Any other transaction	ICD Given	1,896.00	-	-
3	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Any other transaction	ICD Given	359.00	-	-
4	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	ICD Given	306.80	-	-
5	360 ONE Prime Limited	AABCC3347E	360 ONE Asset Management Limited	AACCI2676K	Fellow Subsidiary	Any other transaction	ICD Received back	77.00	-	-
6	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Any other transaction	ICD Received back	1,896.00	-	-
7	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Any other transaction	ICD Received back	359.00	-	-
8	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	ICD Received back	306.80	-	-
9	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Any other transaction	ICD Repaid	3.00	-	-
10	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	ICD Repaid	1,587.00	-	-
11	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Any other transaction	ICD Taken	3.00	-	-
12	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	ICD Taken	1,587.00	-	-
13	360 ONE Prime Limited	AABCC3347E	360 ONE Asset Management Limited	AACCI2676K	Fellow Subsidiary	Interest received	NA	0.07	-	-
14	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Interest received	NA	4.39	-	-
15	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Interest received	NA	0.07	-	-
16	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Interest Paid	NA	0.56	-	-
17	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Interest Paid	NA	0.01	-	-
18	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Interest received	NA	0.62	-	-
19	360 ONE Prime Limited	AABCC3347E	Kyrush Investments	AAMFK7128H	Other related party	Any other transaction	Loan Given	184.65	87.25	-
20	360 ONE Prime Limited	AABCC3347E	Mr. Yatin Shah	AAMPS4225K	Director	Any other transaction	Loan Given	10.10	-	10.00
21	360 ONE Prime Limited	AABCC3347E	Kyrush Investments	AAMFK7128H	Other related party	Any other transaction	Loan Received Back	271.90	-	-
22	360 ONE Prime Limited	AABCC3347E	Mr. Yatin Shah	AAMPS4225K	Director	Any other transaction	Loan Received Back	0.10	-	-
23	360 ONE Prime Limited	AABCC3347E	Kyrush Investments	AAMFK7128H	Other related party	Any other transaction	Interest income	2.71	0.87	1.15
24	360 ONE Prime Limited	AABCC3347E	Mr. Yatin Shah	AAMPS4225K	Director	Any other transaction	Interest income	0.34	-	0.25
25	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Any other transaction	issue of Non convertible Debentu	95.00	17.77	57.79
26	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	issue of Non convertible Debentu	145.00	76.67	20.11
27	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	Interest on Non convertible Debe	0.20	-	-
28	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Any other transaction	Purchase of investment	15.85	-	14.00
29	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Any other transaction	Redemption/Buyback of NCD	9.31	-	-
30	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Any other transaction	Sell of Investment	100.36	-	-
31	360 ONE Prime Limited	AABCC3347E	360 ONE Alternates Asset Management Limited	AACCZ9283Q	Fellow Subsidiary	Any other transaction	Sell of Investment	162.26	-	-
32	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	Buy back/Redemption of Non co	17.30	-	-
33	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Any other transaction	Broker A/c Advace given	-	1.59	8.51
34	360 ONE Prime Limited	AABCC3347E	IIFL Securities Limited	AAACI7397D	Other related party	Purchase of goods	Brokerage Expenses	0.85	-	-
35	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Purchase of goods or services	Brokerage Expenses	0.86	-	-
36	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Purchase of goods or services	Brokerage Expenses	0.09	-	-
37	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Purchase of goods or services	Corporate Guarantee Commissi	4.65	-	-
38	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	Cost allocation	0.27	-	-
39	360 ONE Prime Limited	AABCC3347E	360 ONE Foundation	AAFCI5512D	Fellow Subsidiary	Any other transaction	CSR contribution	3.88	-	-
40	360 ONE Prime Limited	AABCC3347E	360 ONE Foundation	AAFCI5512D	Fellow Subsidiary	Any other transaction	Advance Given	1.00	-	-
41	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Dividend paid	NA	50.41	-	-
42	360 ONE Prime Limited	AABCC3347E	IIFL Management Services Limited	AAACI8058H	Other related party	Purchase of goods or services	Rent expenses	0.01	-	-
43	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Purchase of goods or services	Rent expenses	0.58	-	-



**360 ONE PRIME LIMITED**  
(FORMERLY KNOWN AS IIFL WEALTH PRIME LIMITED)

CIN: U65990MH1994PLC080646

360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel (West), Mumbai- 400013, Maharashtra, India. Telephone +91 22 4876 5600, Fax +91 22 4875 5600

Email id: nbfc-compliance@iifl.com Website: <https://www.360.one/wealth-management/prime>

**Statement fo Related Party Tansactions for the half year ended September 30, 2024**

Sr. No.	Name of OUR Entity	PAN of our Entity	Name of Inter company	PAN of Inter company	Relationship	Type of related party transaction	Details of other related party transaction
44	360 ONE Prime Limited	AABCC3347E	360 ONE Investment Adviser and Trustee Services Limited	AACCI5005Q	Fellow Subsidiary	Any other transaction	Other funds paid
45	360 ONE Prime Limited	AABCC3347E	360 ONE Investment Adviser and Trustee Services Limited	AACCI5005Q	Fellow Subsidiary	Any other transaction	Other funds received
46	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Any other transaction	Other funds received
47	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	Other funds received
48	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	Other funds received
49	360 ONE Prime Limited	AABCC3347E	Rekha Warriar	AAAPW1927E	Director	Any other transaction	Sitting Fees and Commission
50	360 ONE Prime Limited	AABCC3347E	Revathy Ashok	ACLPR3951Q	Director	Any other transaction	Sitting Fees and Commission
51	360 ONE Prime Limited	AABCC3347E	Mr. Subbaraman Narayan	ABUPN5095R	Director	Any other transaction	Sitting Fees and Commission
52	360 ONE Prime Limited	AABCC3347E	360 ONE Portfolio Managers Limited	AACCI7485C	Fellow Subsidiary	Any other transaction	Sundry payable
53	360 ONE Prime Limited	AABCC3347E	360 ONE WAM Limited	AABCI8294C	Holding company	Any other transaction	Sundry receivable
54	360 ONE Prime Limited	AABCC3347E	360 ONE Distribution Services Limited	AAACF2837R	Fellow Subsidiary	Any other transaction	Sundry receivable
55	360 ONE Prime Limited	AABCC3347E	Mr. Yatin shah	AAMPS4225K	KMP	Any other transaction	Remuneration
56	360 ONE Prime Limited	AABCC3347E	Mr. Himanshu Jain	ADQPJ2993L	KMP	Any other transaction	Remuneration
57	360 ONE Prime Limited	AABCC3347E	Mr Amit Bhandari	AMBPB7802Q	KMP	Any other transaction	Remuneration

# Amount is less than one lakh