

KEY INFORMATION DOCUMENT



(Registered in the Republic of India as The Andhra Pradesh Mineral Development Corporation Limited

Incorporated under the provisions of Companies Act, 1956

For more information about our Company, please refer "Issuer Information" given in Section 7 of this Key Information Document

Principal Place of Business: Vijayawada, Andhra Pradesh

Corporate Office: # 294/1D, 100 Feet Tadigadapa to Enikepadu Road, Tadigadapa, Vijayawada – 521 137, Andhra Pradesh

Date and Place of Incorporation: 24.02.1961, Hyderabad, Andhra Pradesh

Registered Office: D.No.6-1-67/19/1 & 67/20, Flat No. 302, Super Classic Apartments, Saifabad, Lakdikapool, Hyderabad, Telangana, India, 500004

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PAN: AAAC7391N | CIN: U13209TG1961SGC000871 | LEI : 335800S8NK5A3UC12866

KEY INFORMATION DOCUMENT DATED MAY 08, 2025 IN RELATION TO ISSUE UNDER THE GENERAL INFORMATION DOCUMENT DATED APRIL 22, 2025, BY WAY OF PRIVATE PLACEMENT OF SENIOR, SECURED, RATED, LISTED, REDEEMABLE AND TAXABLE NON-CONVERTIBLE BONDS ("NCD" OR "DEBENTURES" OR "BONDS"); SUPPORTED BY UNCONDITIONAL & IRREVOCABLE GUARANTEE FROM THE GOVERNMENT OF ANDHRA PRADESH ("GOAP"), IN THE FORM OF A CONTINUING OBLIGATION, FOR THE TIMELY SERVICING OF THE INTEREST AND PRINCIPAL IN RESPECT OF SUCH DEBENTURES / BONDS, OF FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH ONLY) EACH FOR CASH AT PAR, AGGREGATING UPTO INR 8999.91,00,000/- (INDIAN RUPEES EIGHT THOUSAND NINE HUNDRED NINETY NINE CRORES AND NINETY ONE LAKHS ONLY) ("DEBT SECURITIES" / "NCDs" / "DEBENTURES") WITH A BASE ISSUE SIZE OF INR 1999.98,00,000 (INDIAN RUPEES ONE THOUSAND NINE HUNDRED NINETY NINE CRORES AND NINETY EIGHT LAKHS ONLY) ALONG WITH GREEN SHOE OPTION OF INR 6999.93,00,000 (INDIAN RUPEES SIX THOUSAND NINE HUNDRED NINETY NINE CRORES AND NINETY THREE LAKHS ONLY), OUT OF WHICH THE ISSUER HAS ACCEPTED BIDS FOR SUBSCRIPTION OF BONDS FOR AN AGGREGATE AMOUNT OF INR 3489.21,00,000 (INDIAN RUPEES THREE THOUSAND FOUR HUNDRED EIGHTY NINE CRORES AND TWENTY ONE LAKHS ONLY), COMPRISING OF A BASE ISSUE SIZE OF INR 1999.98,00,000 (INDIAN RUPEES ONE THOUSAND NINE HUNDRED NINETY NINE CRORES AND NINETY EIGHT LAKHS ONLY) ALONG WITH GREEN SHOE OPTION OF INR 1489.23,00,000 (INDIAN RUPEES ONE THOUSAND FOUR HUNDRED EIGHTYNINE CRORES AND TWENTY THREE LAKHS ONLY).

Any terms used under this Key Information Document will have the meaning defined under the General Information Document dated April 22, 2025. This Key Information Document includes the final terms and details of the offer of the Debentures (defined above) and must be read in conjunction with General Information Document. To the extent any disclosures made by the Issuer under the General Information Document dated April 22, 2025, have not been updated under this Key Information Document, please refer to such disclosures under the General Information Document dated April 22, 2025.

GENERAL RISKS

Investment in non-convertible securities is risky, and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 6 of this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

CREDIT RATING

The Debentures have been assigned a rating of (a) Provisional IND AA(CE)/Stable by India Ratings and Research Private Limited and Provisional | ACUIITE AA | CE | Stable from Acuite Rating & Research pursuant to its letter dated April 16, 2025, and May 06, 2025. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the assigning rating agency and should be evaluated independently of any other ratings. Please refer to Annexure I for rating letters for the above ratings along with press release/rationale by the credit rating agencies. The Credit Rating Agency has the right to suspend, withdraw the rating at any time on the basis of new information etc. The rating of the Credit Rating Agencies can be accessed at www.indiaratings.co.in and www.acuite.in.

LISTING

The Debentures to be issued through this Key Information Document are proposed to be listed on NSE which is acting as the Designated Stock Exchange for the Issue.

ISSUE SCHEDULE

ISSUE OPENING DATE	ISSUE CLOSING DATE	ISSUE EARLIEST CLOSING DATE	PAY-IN DATE	DEEMED DATE OF ALLOTMENT
08.05.2025	08.05.2025	NA	09.05.2025	09.05.2025

DETAILS ABOUT ARRANGER AND ELIGIBLE INVESTORS

Arrangers: TRUST INVESTMENT ADVISORS PRIVATE LIMITED

Eligible Investors: The Eligible Investors are the 'eligible investors' as defined in Section 14 "Issue Details" of this Key Information Document

Underwriting: The current issue is not being underwritten.

COUPON RATE / TYPE	COUPON PAYMENT FREQUENCY	REDEMPTION DATE	REDEMPTION AMOUNT
9.30%/Fixed	Quarterly	08.05.2035	At Par

THE NATURE, NUMBER, PRICE AND AMOUNT OF SECURITIES OFFERED, AND ISSUE SIZE (BASE ISSUE OR GREEN SHOE), AS MAY BE APPLICABLE.

Issue of Senior, Secured, Rated, Listed, Redeemable and Taxable Non-Convertible Debentures ("NCD" or "Debentures" or "Bonds"); supported by Unconditional & Irrevocable guarantee from the Government of Andhra Pradesh ("GoAP"), in the form of a continuing obligation, for the timely servicing of the interest and principal in respect of such Debentures / Bonds, of face value of INR 1,00,000/- (Indian Rupees One Lakh only) with base issue size aggregating up to INR 1,999.98 crores (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs Only) and with an option to retain oversubscription up to INR 6,999.93 Crores (Indian Rupees Six Thousand Nine Hundred Ninety Nine Crores and Ninety Three Lakhs Only Only), in total aggregating up to an amount of INR 8,999.91 Crores (Indian Rupees Eight Thousand Nine Hundred Ninety Nine Crores and Ninety One lakhs Only) (collectively, the "Debentures");

Compliance Clause of EBP: The Issue is made on the Electronic Book Building Mechanism of NSE in compliance with SEBI Debt Regulations and EBP Guidelines. The General Information Document and this Key Information Document for each tranche or issuance of Debt Securities will be uploaded on the EBP of stock exchange in compliance with the applicable EBP Guidelines.

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

DETAILS OF KMP		AUDITOR	PROMOTER
COMPANY SECRETARY AND COMPLIANCE OFFICER	CHIEF FINANCIAL OFFICER		
Name: Somu Siva Rama Krishna Telephone Number: 0866-2429999 Email address: cslegal-ho@apmdc.in	Name: V.V.V. Phani Kumar* Telephone Number: +91 8106599009 Email address: gm-finance@apmdc.in	Name: M/s. M.N. Rao & Associates, Chartered Accountants Telephone Number: +9182422766 Email address: audit@mnrao.in Contact Person: Mr. Santhosh Kumar	Government of Andhra Pradesh #

*The Company is not required to appoint a Chief Financial Officer (CFO) in terms of the provisions of Companies Act, 2013. Accordingly, Mr V.V.V Phani Kumar, General Manager (Finance and Accounts) is overseeing the finance function in the Company.

Governor of the Andhra Pradesh- represented by assistant secretary to Government (Mines), Industry and Commerce Department.

The Issuer declares that permanent account number of the Directors of the Issuer have been submitted to NSE at the time of filing the Key Information Document. However, as the Government of Andhra Pradesh is the Promoter of the Issuer, documents in relation to the Government of Andhra Pradesh cannot be submitted to NSE.

DETAILS OF INTERMEDIARIES

DEBENTURE TRUSTEE TO THE ISSUE	CREDIT RATING AGENCIES		REGISTRAR TO THE ISSUE
 Name: Beacon Trusteeship Limited Address: 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra(East), Mumbai – 400 051 Tel: 022 – 46060278 Email: compliance@beacontrustee.co.in Website: www.beacontrustee.co.in Contact Person: Kaustubh Kulkarni	 Name: India Ratings and Research Limited Address: Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai – 400051 Tel : +91 22 4000 1700 E-mail: info@indiaratings.co.in Website: www.indiaratings.co.in Contact Person: Anuradha Basumatari	 Name: Acuite Rating & Research Limited Address: 708, Lodha Supremus, Lodha iThink Techno Campus, Kanjurmarg (East), Mumbai 400 042 Tel.: +91 2249294000 E-mail: info@acuite.in Website: www.acuite.in Contact Person: Parth Pandit	 Name: MUFG Intime India Private Limited (erstwhile known as Link Intime India Private Limited) Address: C-101, 247 park, L.B.S. Marg, Vikhroli (W), Mumbai - 400 083 Email id: ganesh.jadhav@in.mpmfsmufg.com Website: www.in.mpmfsmufg.com Telephone Number: 9910402901 Fax number: (022) 49186060 Contact Person Name: Ganesh Jadhav

The Issue of the Debentures shall be subject to the provisions of the SEBI Debt Regulations, SEBI LODR Regulations, the terms and conditions of the GID and as modified/ supplemented by the terms of this Key Information Document to be filed with the Stock Exchanges, the Debenture Trust Deed and the Transaction Documents in relation to the Issue. Capitalized terms used here have the meaning ascribed to them in the General Information Document.

The Issuer reserves its sole and absolute right to modify (prepone/ postpone) the issue schedule for each Tranche of Debt Securities without giving any reasons or prior notice in accordance with applicable law. The issuer also reserves its sole and absolute right to change the Deemed Date of Allotment/Pay in date of each Tranche of Debt Securities without giving any reasons or prior notice.

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Issuer's Absolute Responsibility

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

1. DEFINITIONS AND ABBREVIATIONS

In this Key Information Document, unless the context otherwise requires, the terms defined, and abbreviations expanded below, have the same meaning as stated in this section. Terms not defined herein shall have the meaning ascribed to them under the General Information Document. References to statutes, rules, regulations, guidelines and policies will be deemed to include all amendments and modifications notified thereto.

1.1 Issuer Related Terms

Term	Description
Auditors	As set out in the Key Information Document for the relevant series/ tranche (as applicable).
Directors/ Board of Directors/ Board	The Board of Directors of the Company for the time being and from time to time
Issuer	The Andhra Pradesh Mineral Development Corporation Limited
Related Party	The related parties of the Issuer as per its financials forming part of General Information Document and Key Information Document(s) for the relevant series/ tranche (as applicable).

1.2 Other Terms

Term	Description
Allot/ Allotment/ Allotted	Means the allotment of the Debt Securities pursuant to this Issue.
Applicable Law/ Applicable Laws	Means any statute, national, state, provincial, local, municipal, foreign, international, multinational or other law, treaty, code, regulation, ordinance, rule, judgment, notification, direction, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Information Memorandum or at any time thereafter in India.
Arranger	Means Trust Investment Advisors Private Limited
Beneficial Owner(s)	Person(s) holding the Debt Securities and whose name(s) is recorded as "Beneficial Owner" with the Depository (for the Debt Securities held in dematerialized form) as defined under clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996, as amended.
Business Day	means a day (other than a Saturday, Sunday or a day on which commercial banks are closed for business in Mumbai/ Vijayawada) on which the money market is functioning in Mumbai and "Business Days" shall be construed accordingly
Coupon	means, in respect of a Debenture for the Coupon Period, the amount of interest payable on the face value at the Coupon Rate, as set out in the section titled 'Issue Details' of this Key Information Document.
Coupon Rate	As set out in the section titled 'Issue Details' of this Key Information Document.
Credit Rating Agencies	Means India Ratings and Research Limited and Acuite Rating & Research Limited

Term	Description
	“Credit Rating Agency” shall mean each one of them.
Debenture Holders	means initially the person(s) who are the subscribers to the Debentures and for the time being holders of the Debentures and for the subsequent Debenture Holder(s) means its transferees, novatees, successors in title and permitted assigns, each who fulfils the following requirements: <ul style="list-style-type: none"> a) registered as such as Beneficial Owners; and b) registered as debenture holder(s) in the Register of Debenture Holder(s); (and shall include registered transferees of the Debentures from time to time with the Company and the Depository) and in the event of any inconsistency between sub paragraph (a) and (b) above, sub paragraph (a) shall prevail.
Debenture Documents	means (i) the Debenture Trust Deed and any amendatory or supplementary deed thereto; (ii) the Debenture Trustee Agreement; (iii) Security Documents (iii) the General Information Document and Key Information Document; and (iv) any other document that may be designated as a Debenture Document by the Debenture Trustee and the Company; and “Debenture Document” means any of them
Debenture Trustee	means trustee registered under the Debenture Trustee Regulations and acting for and on behalf of and for the benefit of the Debenture Holders, in this case being Beacon Trusteeship Limited.
Debenture Trustee Agreement/ Agreement	The agreement dated March 11, 2025, entered into between the Issuer and the Debenture Trustee, for the appointment of the Debenture Trustee.
Debenture Trust Deed	means the debenture trust deed to be entered into, <i>inter alia</i> , between the Issuer and the Debenture Trustee.
Debenture Trustee Master Circular	Means the Master Circular for Debenture Trustees’ dated May 16, 2024 bearing reference number SEBI/HO/DDHS-PoD3/P/CIR/2024/46, as amended from time to time.
Debenture Trustee Regulations	Means the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, as amended from time to time.
Deemed Date of Allotment/ Pay-In Date	As set out in the section titled ‘ <i>Issue Details</i> ’ of this Key Information Document.
Depository	Means 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 or CDSL.
Designated Stock Exchange/ NSE/ Exchange(s)/ Stock Exchange	National Stock Exchange of India Limited.
EBP Guidelines	Means the Guidelines for Electronic Bidding Platform issued by NSE and as updated, amended or modified from time to time.
Eligible Investor	As set out in the section titled ‘ <i>Issue Details</i> ’ of this Key Information Document.
Event of Default	As set out in the section titled ‘ <i>Issue Details</i> ’ of this Key Information Document.
Governmental Authority	Means any: <ul style="list-style-type: none"> a) government (central, federal, state or otherwise) or sovereign state; b) any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority, or any political subdivision thereof; c) international organisation, agency or authority, or including, without limitation, central bank, any stock exchange or any self-regulatory organization, established under any Applicable Law.
Identified Investors	Persons who are Eligible Investors or retail investors as the context may require under this Key Information Document for the NCDs.
Issue	Means issue of the Debentures pursuant to the terms of this Key Information Document and the General Information Document.

Term	Description
Issue Document/ Offer Document/Private Placement Offer Cum Application Letter	Means this Key Information Document read with the General Information Document.
Key Information Document	Means this document, issued under the General Information Document and containing <i>inter alia</i> the terms and conditions regarding each series/ tranche (as applicable) of Debentures be issued under the Issue.
NCD	Non-Convertible Debentures/ Non-Convertible Debt Securities.
Promoter	State Government of Andhra Pradesh
RBI Act	Reserve Bank of India Act, 1934, as amended from time to time.
Record Date	Means in relation to payment of interest in connection with the NCDs or repayment of principal in connection therewith, the date falling 15 (fifteen) calendar days prior to the date on which interest payment is due and payable, and/or in case of redemption, the Redemption Date or such other date as may be determined by the Board of Directors (as permitted under applicable law) thereof from time to time in accordance with the applicable law. In case the record date falls on a day when the Stock Exchange is having a trading holiday, the immediate subsequent trading day or a date notified by the Issuer in accordance with the applicable law to the Stock Exchanges, will be deemed as the record date. In case of maturity date (being the date of last redemption instalment) of the Debentures, the trading in the Debentures shall remain suspended between the record date and the Maturity Date.
Redemption Dates	The dates on which the Debt Securities shall be redeemed in accordance with the Redemption Schedule as set out in the section titled 'Issue Details' of this Key Information Document.
Registrar/Registrar to the Issue	Means MUFG Intime India Private Limited (<i>erstwhile known as Link Intime India Private Limited</i>)
SEBI Act	Means the Securities and Exchange Board of India Act, 1992, as amended from time to time.
SEBI Debt Regulations	Means SEBI (Issue and Listing of Non-convertible Securities) Regulations, 2021 issued by SEBI, as amended from time to time.
SEBI LODR Regulations	Means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 issued by SEBI, as amended from time to time.
SEBI Regulations/SEBI Guidelines	Means collectively, SEBI Act, SEBI Debt Regulations, SEBI LODR Regulations, Debenture Trustee Master Circular and Debenture Trustee Regulations, each as amended from time to time.
Transaction Documents	As set out in the section titled 'Issue Details' of this Key Information Document.
QIB	Qualified Institutional Buyer
Wilful defaulter	Shall have the same meaning as under regulation (2) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
Working Day(s)	Means all days on which commercial banks in Vijayawada/ Mumbai (as the context may require), are open for business; For the purpose of this definition, in respect of- (i) Announcement of bid /issue period: working day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in the city as notified in the offer document are open for business; (ii) the time period between the bid/ issue closing date and the listing of the non-convertible securities on the stock exchanges: working day shall mean all trading days of the stock exchanges for non-convertible securities, excluding Saturdays, Sundays and bank holidays, as specified by SEBI, from time to time;

1.3 Conventional General Terms and Abbreviations

Abbreviation	Full form
Court	Supreme Court of India/ any other court/ tribunal of competent jurisdiction, as the context may require
Cr.	Crore
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
EBIT	Earnings Before Interest and Tax
EBITDA	Earnings Before Interest, Tax, Depreciation and Amortization
EBP	Electronic Book Provider
ECS	Electronic Clearing System
Financial Year/ Fiscal Year/ FY	Period of 12 (twelve) months commencing from 1 April of each year and ending on 31 March of the immediately next year
Ind AS	Indian Accounting Standards
Rs.	Indian Rupees
KYC	Know Your Customer
N.A.	Not Applicable
NCDs	Non-Convertible Debentures / Non-convertible bonds
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
O&M	Operation and maintenance
p.a.	Per annum
PAN	Permanent Account Number
PAT	Profit After Tax
RBI	The Reserve Bank of India constituted under the RBI Act
RFPs	Request for Proposals
RTGS	Real Time Gross Settlement
SEBI	The Securities and Exchange Board of India constituted under the SEBI Act
TDS	Tax Deducted at Source
Tribunal	National Green Tribunal
U.S.	United States of America

2. DISCLAIMERS

NOTICE TO INVESTORS AND DISCLAIMERS

The Issue Document contains relevant information and disclosures required for the purpose of issuing of the Debt Securities. Any application by a person to whom the Issue Document has not been sent by the Issuer shall be rejected without assigning any reason.

The Issue described under the Issue Document has been authorised by the Issuer through a resolution of the Board of Directors dated 21.02.2025, or such other resolutions for a series/ tranche (as applicable) of Debt Securities as are annexed to this Key Information Document.

The Issue Document is neither a prospectus nor a statement in lieu of a prospectus. This Key Information Document is prepared in conformity with Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, read with applicable SEBI circulars as amended/modified/supplemented from time to time. The offering of Debt Securities, to be listed on the Debt Market (“DM”) segment of NSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. Nothing in the Issue Document shall constitute and/or deem to constitute an offer or an invitation to offer to the public or any section thereof to subscribe for or otherwise acquire the Debt Securities in general under any law for the time being in force.

The contents of the Issue Document are intended to be used only by those Identified Investors to whom the Issue Document is issued. It is not intended for distribution to any other person and should not be reproduced by the recipient. No invitation is being made to any person other than the Identified Investor to whom the Issue Document has been sent. Any application by a person to whom the Issue Document has not been sent by the Issuer shall be rejected without assigning any reason. Invitations, offers and sales of the Debt Securities shall only be made pursuant to the Issue Document. The person who is in receipt of the Issue Document shall maintain utmost confidentiality regarding the contents of the Issue Document and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding its contents, without the prior written consent of the Issuer. All Identified Investors are required to comply with the relevant regulations and guidelines applicable to them for investing in this Issue. It is the responsibility of the Identified Investors to have obtained all consents, approvals or authorizations required by them to participate in the Issue.

The Issue Document is issued by the Issuer. The Issue Document does not purport to contain all the information that any Identified Investor may require. Further, the Issue Document has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

The Issuer confirms that the information contained in the Issue Document is true and correct in all material respects and is not misleading in any material respect to the best of its understanding. All information considered adequate and relevant about the Issue and the Issuer has been made available in the Issue Document for the use and perusal of the Identified Investors and no selective or additional information would be available for a section of investors in any manner whatsoever. The Issuer does not undertake to update the Issue Document to reflect subsequent events after the date of the Issue Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

DISCLAIMER CLAUSE OF SEBI

IT IS TO BE DISTINCTLY UNDERSTOOD THAT FILING OF THE ISSUE DOCUMENT TO THE SECURITIES AND EXCHANGE BOARD OF INDIA (SEBI) SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THE SAME HAS BEEN CLEARED OR APPROVED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY SCHEME OR THE PROJECT FOR WHICH THE ISSUE IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THE ISSUE DOCUMENT. THE ISSUER HAS CERTIFIED THAT THE DISCLOSURES MADE IN THIS KEY INFORMATION DOCUMENT ARE GENERALLY ADEQUATE AND ARE IN CONFORMITY WITH THE REGULATIONS. THIS REQUIREMENT IS TO FACILITATE INVESTORS TO TAKE AN INFORMED DECISION FOR MAKING INVESTMENT IN THE PROPOSED ISSUE.

DISCLAIMER STATEMENT FROM THE ISSUER

The Issuer accepts no responsibility for statements made other than in the Issue Document (and any relevant pricing or other supplements), the advertisements or any other material expressly stated to be issued by or at the instance of the Issuer in connection with the issue of the Debt Securities and anyone placing reliance on any other source of information would be doing so at their own risk.

The purpose of the Issue Document is to provide general information about the Issuer and to assist recipients who are willing and eligible to invest in the Debt Securities. Neither the Issue Document nor any other information supplied in connection with the Debt Securities is intended to provide the basis of any credit or other evaluation and any recipient of the Issue Document should not consider such receipt a recommendation to purchase any Debt Securities.

Each Identified Investor contemplating purchasing any Debt Securities should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Identified Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debt Securities and should possess the appropriate resources to analyze such investment and the suitability of such investment to such Identified Investor's particular circumstances. By subscribing to the Issue,

Identified Investors shall be deemed to have acknowledged that the Issuer does not owe them a duty of care in this respect. Accordingly, none of the Issuer's officers or employees shall be held responsible for any direct or consequential losses suffered or incurred by any recipient of the Issue Document as a result of or arising from anything expressly or implicitly contained in or referred to in the Issue Document or any information received by the recipient in connection with this Issue.

Neither the intermediaries nor their agents nor advisors associated with the issue of Debt Securities undertake to review the financial condition nor affairs of the Issuer during the duration of the arrangements contemplated by the Issue Document or have any responsibility to advise any Eligible Investor in the Debt Securities of any information coming to the attention of any other intermediary.

The Issue Document does not contain a statement purported to be made by an expert, unless the expert is a person who is not, and has not been, engaged or interested in the formation or promotion or management, of the Issuer and has given his written consent to the issue of the Issue Document and has not withdrawn such consent before the delivery of a copy of the Issue Document to the Registrar (as applicable) for registration.

DISCLAIMER IN RESPECT OF JURISDICTION

Issue of these Debt Securities have been or will be made in India to investors as specified under paragraph titled "*Who Can Apply*" in the Issue Document, who have been or shall be specifically approached by the Issuer. The Issue Document is not to be construed or constituted as an offer to sell or an invitation to subscribe to Debt Securities offered hereby to any person to whom it is not specifically addressed. The Debt Securities are governed by and shall be construed in accordance with the existing Indian laws as applicable in the state of Andhra Pradesh. Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts and tribunals of the city of Vijayawada/ Amaravati and Mumbai.

DISCLAIMER OF THE RBI

The Debt Securities have not been recommended or approved by RBI nor does RBI guarantee the accuracy or adequacy of this Issue Document. It is to be distinctly understood that this Issue Document should not, in any way, be deemed or construed that the Debt Securities have been recommended for investment by RBI. Further, RBI does not take any responsibility either for the financial soundness of the Issuer, or the Debt Securities being issued by the Issuer or for the correctness of the statements made or opinions expressed in the Issue Document. Potential Investors may make investment decisions in respect of the Debt Securities offered in terms of this Issue Document solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/ repayment of such investment.

DISCLAIMER OF THE CREDIT RATING AGENCIES

India Rating and Research Private Limited

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DISCLAIMER IN RESPECT OF THE ARRANGER CUM TRANSACTION ADVISOR

The role of the Arranger cum transaction advisor is confined to marketing and placement of the Debentures on the basis of this Key Information Memorandum as prepared by the Issuer. The Arranger has neither scrutinized nor vetted nor reviewed nor has it done any due diligence for verification of the contents of this Key Information Memorandum. The Arranger shall use this Key Information Memorandum for the purpose of soliciting subscription(s) from Eligible Investors in the Debentures to be issued by the Issuer on a private placement basis. It is to be distinctly understood that the aforesaid use of this Key Information Memorandum by the Arranger should not in any way be deemed or construed to mean that the Key Information Memorandum has been prepared, cleared, approved, reviewed or vetted by the Arranger; nor should the contents to this Key Information Memorandum in any manner be deemed to have been warranted, certified or endorsed by the Arranger including as to the correctness or completeness thereof.

The Issuer has prepared this Key Information Memorandum and the Issuer is solely responsible and liable for its contents. The Issuer will comply with all laws, rules and regulations and has obtained all regulatory, governmental, corporate and other necessary approvals for the issuance of the Debentures. The Issuer confirms that all the information contained in this Key Information Memorandum has been provided by the Issuer or is from publicly available information, and such information has not been independently verified by the Arranger. No representation or warranty, expressed or implied, is or will be made, and no responsibility or liability is or will be accepted, by the Arranger or their affiliates for the accuracy, completeness, reliability, correctness or fairness of this Key Information Memorandum or any of the information or opinions contained therein. The Arranger hereby expressly disclaims any responsibility or liability to the fullest extent for the contents of this Key Information Memorandum, whether arising in tort or contract or otherwise, relating to or resulting from this Key Information Memorandum or any information or errors contained therein or any omissions there from. Neither the Arranger nor its affiliates, nor their respective directors, employees, agents or representatives shall be liable for any damages whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of this document. By accepting this Key Information Memorandum, the Eligible Investor accepts the terms of this Arranger's Disclaimer

which forms an integral part of this Key Information Memorandum and confirms that the Arranger will not have any liability.

Each person receiving this Key Information Memorandum acknowledges that such person has not relied on the Arranger and/or its affiliates that may be associated with the Debentures in connection with either its assessment of the information (including accuracy), or its investment decision. The Arranger, after the date of this Key Information Memorandum, has no obligation to update any information or opinion, or notify any person of any information coming to its attention.

The Issuer hereby declares that the Issuer has exercised due-diligence to ensure complete compliance of applicable disclosure norms in this Key Information Memorandum. The Arranger (a) is not acting as trustee or fiduciary for the investors or any other person; and (b) is under no obligation to conduct any “know your customer” or other procedures in relation to any person. The Arranger is not responsible for: (a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Issuer or any other person in or in connection with this Key Information Memorandum or the Debentures; or (b) the legality, validity, effectiveness, adequacy or enforceability of this Key Information Memorandum or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with this Key Information Memorandum or the Debentures; or (c) any determination as to whether any information provided or to be provided to any investor by the Issuer is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

The Arranger cum transaction advisor and any affiliate and any of their respective directors, employees, affiliates or representatives do not accept any responsibility and/or liability for any loss or damage arising of whatever nature and extent in connection with the use of any of the information contained in this document. By accepting this Key Information Memorandum, the investor(s) confirm that the Arranger will not have any such liability.

ISSUE OF DEBT SECURITIES IN DEMATERIALIZED FORM

The Debt Securities will be issued only in dematerialized form. The Issuer has made arrangements with the Depositories for the issue of the Debt Securities in dematerialized form. Identified Investors will have to hold the Debt Securities in dematerialized form as per the provisions of Depositories Act. The DP's name, DP ID and beneficiary account number must be mentioned at the appropriate place in the application form. The Issuer shall take necessary steps to credit the Debt Securities allotted to the depository account of the investor. The Issuer shall ensure the Debt Securities are credited to the demat accounts of the Debenture Holders within 1 (one) Trading Day from the Deemed Date of Allotment.

3. CONSENTS

- (a) Consent letter from Beacon Trusteeship Limited dated 11.03.2025 for acting as a debenture trustee for and on behalf of the Debenture holders. (annexed hereto as Annexure G)
- (b) Consent letter from MUFG Intime India Private Limited dated 08.04.2025 for acting as Registrars and Transfer Agents to the Issue. (annexed hereto as Annexure H)

4. FORWARD-LOOKING STATEMENTS

Certain statements contained in the Issue Document that are not statements of historical fact constitute “forward-looking statements”. Applicants can generally identify forward-looking statements by terminology such as “aim”, “anticipate”, “believe”, “continue”, “can”, “could”, “estimate”, “expect”, “intend”, “may”, “objective”, “plan”, “potential”, “project”, “pursue”, “seek to”, “shall”, “should”, “will”, “would”, or other words or phrases of similar import. Similarly, statements that describe the strategies, objectives, plans or goals of the Issuer are also forward-looking statements and accordingly, should be read together with such assumptions and notes thereto. However, these are not the exclusive means of identifying forward-looking statements.

All statements regarding Issuer's expected financial conditions, results of operations and cash flows, business plans are forward-looking statements. These forward-looking statements include statements as to Issuer's business strategy, planned projects, revenue and profitability (including, without limitation,

any financial or operating projections or forecasts), new business and other matters discussed in the Issue Document that are not historical facts.

Actual results may differ materially from those suggested by the forward-looking statements or financial projections due to certain known or unknown risks or uncertainties associated with the Issuer's expectations with respect to, but not limited to, actual future gains, losses or impact on net interest income and net income. By their nature, certain of the market risk disclosures are only estimates and could be materially different from what actually occurs in the future. As a result, actual future gains, losses or impact on net interest income and net income could materially differ from those that have been estimated.

Factors that could cause actual results, performance or achievements of the Issuer to differ materially include, but are not limited to, those discussed in the sections entitled "Risk Factors" in this Key Information Document.

Forward-looking statements and financial projections reflect current views as of the date of the Issue Document and are not a guarantee of future performance or returns to Eligible Investors. These statements and projections are based on certain beliefs and assumptions, which in turn are based on currently available information. Although the Issuer believes that the expectations and the assumptions upon which such forward-looking statements are based, are reasonable at this time, it cannot assure applicants that such expectations will prove to be correct or accurate. In any event, these statements speak only as of the date of the Issue Document, or the respective dates indicated in the Issue Document, or any of their affiliates or advisors, undertake no obligation to update or revise any of them, whether as a result of new information, future events or otherwise after the date of the Issue Document. If any of these risks and uncertainties materialize, or if any of the Issuer's underlying assumptions prove to be incorrect, the actual results of operations or financial condition or cash flow of the Issuer could differ materially from that described herein as anticipated, believed, estimated or expected. All subsequent forward-looking statements are expressly qualified in their entirety by reference to these cautionary statements.

5. LIMITS ON DISTRIBUTION

The Issue Document and any other information supplied in connection with the Issue Document are not for distribution (directly or indirectly) in any jurisdiction other than India unless the Issuer has intentionally delivered the Issue Document and any other information supplied in connection with the Issue Document in such jurisdiction and even then, only for the limited purpose intended by the Issuer. They are not an offer for sale of Debt Securities, nor a solicitation to purchase or subscribe for Debt Securities, in any jurisdiction where such offer, sale or solicitation would be unlawful. The Debt Securities have not been and will not be registered under the laws of any jurisdiction (other than India; to the extent mandatory under Applicable Laws in India). The distribution of the Issue Document in certain jurisdictions may be prohibited by law. Recipients are required to observe such restrictions and neither the Issuer accept any liability to any person in relation to the distribution of information in any jurisdiction.

6. RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations in relation to the Debt Securities. These risks may include, among others, business aspects, equity market, bond market, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Eligible Investors should carefully consider all the information in the Issue Document, including the risks and uncertainties described below, before making an investment in the Debt Securities. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The following are the risks envisaged by the management of the Issuer relating to Debt Securities and the market in general. Eligible Investors should carefully consider all the risk factors in this Key Information Document for evaluating the Issuer and its business and the Debt Securities before making any investment decision in relation to the Debt Securities. The Issuer believes that the risks described below represent the principal risks inherent in investing in the Debt Securities and in the Issuer, but does not represent that the statements below regarding the risks of holding the Debt Securities are exhaustive. The order of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Eligible Investors should also read the

detailed information set out elsewhere in this Key Information Document and reach their own views prior to making any investment decision.

If any one of the following stated risks actually occur, the Issuer's business, financial conditions and operations could suffer and, therefore, the value of the Debt Securities could decline and/or the Issuer's ability to meet its obligations in respect of the Debt Securities could be adversely affected. More than one risk factor may have simultaneous effect with regard to the Debt Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No prediction can be made as to the effect that any combination of risk factors may have on the value of the Debt Securities and/or the Issuer's ability to meet its obligations in respect of the Debt Securities. Eligible Investors should perform their own independent investigation of the financial condition and affairs of the Issuer and their own appraisal of the creditworthiness of the Issuer. Eligible Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations with respect to the Debt Securities. Eligible Investors should thereafter reach their own views prior to making any investment decision.

These risks and uncertainties are not the only issues that the Issuer faces. Additional risks and uncertainties not presently known to the Issuer or that the Issuer currently believes to be immaterial may also have a material adverse effect on its financial condition or business. Unless specified or quantified in the relevant risk factors, the Issuer is not in a position to quantify the financial or other implications of any risk mentioned herein below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Debt Securities, but the inability of the Issuer, as the case may be, to pay principal or other amounts on or in connection with any Debt Securities may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding /any Debt Securities are exhaustive.

Please note that unless specified or quantified in the relevant risk factors, the Issuer is not in a position to quantify the financial or other implications of any risk mentioned.

RISKS RELATING TO THE ISSUER:

1. **Our Company is / may involved in certain legal / regulatory / tax proceedings and any adverse outcome in these or other proceedings may adversely affect our future financial performance, business and our operations.**

Our Company is / may be involved, from time to time, in certain legal / regulatory / tax proceedings that are incidental to our business operations and / or in respect of the proposed issuance of the Bonds. A PIL has been filed in the High Court of Andhra Pradesh at Amaravati against certain actions of the State Government in respect of the Bonds.

The tax proceedings are pending at different levels of adjudication before various authorities, tribunals and appellate tribunals. A summary of outstanding legal proceedings involving our Company as on the date is set forth in the section titled "*Issue Information*" in this Key Information Document.

There can be no assurance that these proceedings will be determined in favour of our Company and that it will not be required to pay any amounts thereunder. Further, there could be a material and adverse impact on our reputation, business and results of operations in case of any adverse judgment under such proceedings.

2. **Risk Relating to new mining projects being undertaken by the Company**

The Company has been granted quarry leasehold rights and mining rights in respect of minor minerals, which have been provided as security for the Bonds. The operationalisation of such mines will require the Company to obtain certain approvals and execution of lease deed(s), which can take some time. Further, the Company has estimated that such mines will contain minerals of a particular value, which may differ positively or negatively from the actual extraction and may affect the financial performance of the Company. Further, in case any of such mines cannot be made operational for any reason, the State

Government of Andhra Pradesh has assured to undertake all required steps and do all such acts as may be required to replace such non-operational mines, however, such replacement and its operationalisation may take time which can affect the performance of the Company.

3. Management of Credit Risk

Credit risk is the risk that the counterparty will not meet its obligation under a financial instrument or customer contract, leading to financial loss. The credit risk arises principally from its operating activities (primary trade receivables) and from its investing activities, including deposits with banks and other financial instruments. Credit risk is controlled by analysing credit limits and creditworthiness of customers on a continuous basis to whom credit has been granted after obtaining necessary approvals for credit. The collection from the trade receivables is monitored on a continuous basis by the receivables team.

Credit risk arising from trade receivables is managed in accordance with the Company's established policy, procedures and control relating to customer credit risk management. Credit quality of a customer is assessed based on a detailed study of credit worthiness and accordingly individual credit limits are defined/modified.

Expected credit loss for trade receivables under simplified approach is as under:

Particulars	2023-24	2022-23
Ageing	>12 Months	>12 Months
Gross carrying amount	3,417	3,524
Expected loss rate	100.00%	100.00%
Expected credit loss (loss allowance provision)	3,417	3,524
Carrying amount of trade receivables (net of impairment)	-	-

Particulars	2023-24	2022-23
Ageing	<12 Months	<12 Months
Gross carrying amount	74,564	37,477
Expected loss rate	0.00%	0.00%
Expected credit loss (loss allowance provision)	-	-
Carrying amount of trade receivables (net of impairment)	74,564	37,477

4. Management of Market Risk

The above risks may affect income and expenses, or the value of its financial instruments of the Company. The objective of the management of the Company for market risk is to maintain this risk within acceptable parameters, while optimizing returns. The Company exposure to, and the management of these risks is explained below:

i. Commercial risk

a. Sale price risk

Particulars	Impact on profit	
	2023-24	2022-23
Selling price increase by 5%		
Barytes & Coal	17,627	9,915
Survey Stones	1,377	409
Selling price decrease by 5%		
Barytes & Coal	(17,627)	(9,915)
Survey Stones	(1,377)	(409)

b. Excavation & Transport Charges risk

Particulars	Impact on profit			
	2023-24		2022-23	
	Increase by 5%	Decrease by 5%	Increase by 5%	Decrease by 5%
Name of the expense: Excavation & transport charges for run of mine	(306)	306	(327)	327
Excavation & transport charges for overburden	(1,870)	1,870	(1,883)	1,883
Excavation of Coal & OB Removal	(3,319)	3,319	(1,603)	1,603

5. Management of liquidity risk

Liquidity risk is the risk that the company will not be able to meet its obligations associated with its financial liabilities that are settled by delivering cash or another financial asset as they fall due. The Company is exposed to this risk from its operating activities and financial activities. The Company's approach to managing liability is to ensure as far as possible that it will have sufficient liquidity to meet its liabilities when they become due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Company's reputation. Liquidity requirements are maintained within the credit facilities established and are available to the Company to meet its obligations. The table now provides details regarding the contractual maturities of significant financial liabilities as of the reporting date.

As at 31st March 2024

Particulars	Contractual cash flows			
	Carrying Amount	Total	Less than 12 months	More than 12 months
Non-derivative financial liabilities:				
Trade payables	19,437	19,437	19,437	-
Non-current financial liabilities	62,105	62,105	-	62,105
Current financial liabilities	38,644	38,644	38,644	-
Total	120,186	120,186	58,081	62,105

RISKS RELATING TO THE ISSUE

1. RISKS IN RELATION TO THE SECURITY CREATED IN RELATION TO THE DEBT SECURITIES. FURTHER, ANY RISKS IN RELATION TO MAINTENANCE OF SECURITY COVER OR FULL RECOVERY OF THE SECURITY IN CASE OF ENFORCEMENT

Security may be insufficient to redeem the Debt Securities

In the event that the Issuer is unable to meet its payment and other obligations towards Investors under the terms of the Debt Securities, the Debt Securities Trustee may enforce the Security as per the terms of security documents, and other related documents executed in relation to the Debt Securities, subject to Applicable Law and in accordance with the applicable guidelines or regulations, if any. The Debt Securities Holder(s)' recovery in relation to the Debt Securities will be subject to (i) the market value of such Security (ii) finding willing buyers for the Security at a price sufficient to repay the Debt Securities Holder(s)' amounts outstanding under the Debt Securities. There is a risk that the value realised from the enforcement of the Security may be insufficient to redeem the Debt Securities.

2. REFUSAL IN LISTING OF ANY SECURITY OF THE ISSUER DURING LAST THREE YEARS AND CURRENT FINANCIAL YEAR BY ANY OF THE STOCK EXCHANGES IN INDIA OR ABROAD:

The proposed issuance of the Bonds is the first listed issuance of the Company and thus this risk is not applicable

3. LIMITED OR SPORADIC TRADING OF NON-CONVERTIBLE SECURITIES OF THE ISSUER ON STOCK EXCHANGES:

There can be no assurance that an active market for the Bonds will develop. The market for the present issuance of the Bonds may be very illiquid, and no secondary market may develop in respect thereof. Even if there is a secondary market for the Bonds, it may not provide significant liquidity. Potential investors may be required to hold the Bonds until redemption to realize any value.

4. IN CASE OF OUTSTANDING DEBT INSTRUMENTS OR DEPOSITS OR BORROWINGS, ANY DEFAULT IN COMPLIANCE WITH THE MATERIAL COVENANTS SUCH AS CREATION OF SECURITY AS PER TERMS AGREED, DEFAULT IN PAYMENT OF INTEREST, DEFAULT IN REDEMPTION OR REPAYMENT, NON-CREATION OF DEBENTURE REDEMPTION RESERVE, DEFAULT IN PAYMENT OF PENAL INTEREST WHEREVER APPLICABLE

The proceeds from the present issue of Bonds are proposed to be inter-alia utilised for the prepayment and foreclosure of the Company's existing fund-based borrowing. Other than this borrowing, which is being repaid in full, the Company has no other fund-based outstanding borrowing as of the date of this Key Information Document. According, this risk shall not be applicable to the Company.

RISKS IN RELATION TO THE DEBT SECURITIES

1. WHILE THE DEBENTURES ARE SECURED AGAINST A CHARGE TO THE TUNE OF 100% OF THE PRINCIPAL AND INTEREST AMOUNT IN FAVOUR OF DEBENTURE TRUSTEE, AND IT IS THE DUTY OF THE DEBENTURE TRUSTEE TO MONITOR THAT THE SECURITY IS MAINTAINED, HOWEVER, THE POSSIBILITY OF RECOVERY OF 100% OF THE AMOUNT SHALL DEPEND ON THE MARKET SCENARIO PREVALENT AT THE TIME OF ENFORCEMENT OF THE SECURITY

The Bonds to be issued pursuant to the Issue will be secured by creating a charge over certain assets of our Company, created in favour of the Debenture Trustee, to the extent of 100% of the amount outstanding towards principal and interest payable on Bonds. In the event that our Company is unable to meet its payment and other obligations towards investors under the terms of the Bonds, the Debenture Trustee may enforce the Security in respect of the Bonds as per the terms of security documents, and other related documents. The Debenture Holder(s)' recovery in relation to the Bonds will be subject to (i) the market value of the security, (ii) finding willing buyers for the security at a price sufficient to repay the amount payable to Debenture Holder(s)' under the Bonds. The value realized from the enforcement of the transaction security may be insufficient to redeem the Bonds. There may be fluctuations in the market values of the assets over which security has been provided by our Company, which could affect our Company's liquidity and reduce our Company's ability to enforce the security in terms of Security Documents, and consequently affect our Company's result of operations and financial condition. Our Company may not accurately identify changes in the value of assets over which security has been provided caused by changes in market prices, and our Company's assessments, assumptions or estimates may prove inaccurate.

2. ALL COVENANTS INCLUDING THE ACCELERATED PAYMENT COVENANTS GIVEN BY WAY OF SIDE LETTERS SHALL BE INCORPORATED IN THE ISSUE DOCUMENT BY THE ISSUER

Our Company has no side letter with any debt securities holder. Details of applicable covenants have been annexed as Annexure L of this Key Information Document.

3. THERE MAY BE ONLY A LIMITED TRADING IN THE DEBT SECURITIES AND THE PRICE OF THE DEBT SECURITIES MAY BE VOLATILE SUBJECT TO FLUCTUATIONS.

There is no assurance that an active market for these Debt Securities will develop or be sustained. There is no assurance as to the liquidity of any trading market. Although an application will be made to list the NCDs on the NSE, there can be no assurance that an active market for the Debt Securities will develop and if such a market were to develop, there is no obligation on us to maintain such a market. Further, the liquidity and price of the Debt Securities may vary with changes in market and economic conditions, our financial condition and other factors that may be beyond our control.

2. THERE IS NO GUARANTEE THAT THE DEBT SECURITIES WILL BE LISTED ON THE STOCK EXCHANGE(S) IN A TIMELY MANNER OR AT ALL.

In accordance with Indian law and practice, approval for listing and trading of the Debt Securities will not be granted until after the Debt Securities have been allotted. While we will make our best efforts to ensure that all steps for completion of the necessary formalities for allotment, listing and commencement of trading on the Stock Exchange(s) are taken within the time prescribed by SEBI or Applicable Law, there may be a failure or delay in listing the Debt Securities on the Stock Exchange(s).

3. ELIGIBLE INVESTORS MAY NOT BE ABLE TO RECOVER, ON A TIMELY BASIS OR AT ALL, THE FULL VALUE OF OUTSTANDING AMOUNTS ON THE DEBT SECURITIES.

Issuer's ability to pay interest accrued and the principal amount outstanding in connection with the Debt Securities is subject to various factors, including the Issuer's financial condition, profitability and the general economic conditions in India and in the global financial markets. Further, the Debt Securities may decline in value and marketability and Investors should note that, whatever their investment in the Debt Securities, the cash amount due at the respective maturity dates will be equivalent to the face value of the Debt Securities. More than one risk factor may have simultaneous effect with regard to the Debt Securities such that the effect of a particular risk factor may not be predictable.

4. A DOWNGRADE IN CREDIT RATING OF THE DEBT SECURITIES MAY AFFECT THE PRICE OF THE DEBT SECURITIES.

The Debt Securities shall be rated by the rating agencies as mentioned in the relevant Key Information Document. We cannot guarantee that rating will not be downgraded, suspended or withdrawn at any time during the tenor of the Debt Securities. Any downgrade, suspension or withdrawal in the credit rating on the Debt Securities may lower the price of the Debt Securities.

5. CREDIT RATING MAY NOT REFLECT ALL RISKS.

The credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Debt Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

6. THE NCDS MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS.

Investment in non-convertible debt securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it.

7. SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

The Debt Securities may be very illiquid, and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debt Securities, it is not likely to provide significant liquidity. An illiquid market may have an adverse impact on the price at which the Debt Securities may be sold in the secondary market. Any such Debt Securities so purchased may be required to be held or resold or

surrendered for cancellation. To the extent that an issue of Debt Securities becomes illiquid, an Investor may have to hold the Debt Securities until redemption to realize value.

8. TAXATION

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

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

9. DELAYS IN COURT PROCEEDINGS IN INDIA

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

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

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

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

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

Every business carries inherent risks and uncertainties that can affect financial conditions, results of operations and prospects. Investors should carefully consider all the information in this Key Information Document, including the risks and uncertainties described below, as well as the financial statements contained in this Key Information Document, before making an investment in the securities. The Company believes that the following risk factors may affect its ability to fulfil its obligations under the securities issued under the Key Information Document. All of these factors are contingencies which may or may not occur and the Company is not in a position to express a view on the likelihood of any such contingency occurring. The financial and other related implications of risks concerned, wherever quantifiable, have been disclosed in the risk factors mentioned below. However, there are certain risk factors where such implications are not quantifiable and hence any quantification of the underlying risks has not been disclosed in such risk factors. You should not invest in the securities unless you are prepared to accept the risk of losing all or part of your investment, and you should consult your own tax, financial and legal advisors about the particular consequences of an investment in the securities. Unless otherwise stated, our financial information used in this section is derived from our audited standalone and consolidated financial information, prepared in accordance with accounting standards generally accepted in India.

12. ENFORCEMENT OF SECURITY

Security has been created by way of a hypothecation coupled with an unconditional and irrevocable power of attorney. At the time of enforcement, any transfer of the quarries will require the approval of the Director of Mines and Geology, Andhra Pradesh / Deputy Director of Mines and Geology in charge of the region.

GENERAL RISK

Investors are advised to take an informed decision and to read the risk factors carefully before investing in this Issue. For taking an investment decision, investors must rely on their examination of the Issuer and the Issue including the risks involved in it. These risks are not and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities. The Issue has not been recommended or approved by any regulatory authority in India, including SEBI or RBI nor does SEBI or RBI guarantee the accuracy or adequacy of this Key Information Document.

Except as stated herein, the Issuer confirms and declares that it is in compliance with the provisions of Companies Act, 2013, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992 and the rules and regulations made thereunder, and nothing in the Issuer Document is contrary to the provisions of the Companies Act, 2013, Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992 and the rules and regulations made thereunder.

7. ISSUE INFORMATION

7.1 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.

The Debentures have been assigned a rating of (a) Provisional IND AA(CE)/Stable by India Ratings and Research Private Limited pursuant to its letter dated April 16, 2025 ;(b) Provisional | ACUITE AA | CE | Stable by Acuite Rating and Research Private Limited pursuant to its letter dated May 06,2025. We hereby confirm that the ratings are valid as on the date of the issuance and listing of the Bonds. The press release issued by the Credit Rating Agencies are annexed to this Key Information Document as Annexure I.

7.2 NAMES OF THE STOCK EXCHANGE(S) WHERE THE NON-CONVERTIBLE SECURITIES ARE PROPOSED TO BE LISTED AND THE DETAILS OF IN-PRINCIPLE APPROVAL FOR LISTING OBTAINED FROM THESE STOCK EXCHANGE(S)

The Debentures are proposed to be listed on the wholesale debt market of NSE. The Issuer has received in-principle approval for listing from NSE vide their letter dated April 23, 2025, bearing reference no. NSE/LIST/8997 Please refer to **Annexure A** for a copy of the in-principle approval from NSE.

7.3 IF NON-CONVERTIBLE SECURITIES ARE PROPOSED TO BE LISTED ON MORE THAN ONE STOCK EXCHANGE(S) THEN THE ISSUER SHALL SPECIFY THE DESIGNATED STOCK EXCHANGE FOR THE ISSUE. THE ISSUER SHALL SPECIFY THE STOCK EXCHANGE WHERE THE RECOVERY EXPENSE FUND IS BEING OR HAS BEEN CREATED, AS SPECIFIED BY THE BOARD.



Not Applicable

7.4 ISSUE SCHEDULE:

Issue Opening Date	08.05.2025
Issue Closing Date	08.05.2025
Pay-in Date	09.05.2025
Deemed Date of Allotment	09.05.2025

7.5 NAME, LOGO, ADDRESSES, WEBSITE URL, EMAIL ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON OF:

S. No	Particulars	Details
1.	Debenture Trustee to the Issue 	Name: Beacon Trusteeship Limited Address: Beacon Trusteeship Limited 5W, 5th Floor, The Metropolitan, Bandra Kurla Complex, Bandra(East), Mumbai, Maharashtra, India, 400051 E-mail: compliance@beacontrustee.co.in Website: http://beacontrustee.co.in/ Telephone Number: 022-46060278 Contact Person: Kaustubh Kulkarni
2.	Credit Rating Agencies for the Issue 	Name: India Ratings and Research Limited Address: Wockhardt Towers, 4th Floor, West Wing, Bandra Kurla Complex, Bandra East, Mumbai – 400051 Website: https://www.indiaratings.co.in/ Telephone Number. : 91-2240001700 E-mail: infogrp@indiaratings.co.in Contact Person: Anuradha Basumatari
3.	Credit Rating Agencies for the Issue 	Name: Acuite Rating & Research Limited Address: 708, Lodha Supremus, Lodha iThink Techno Campus, Kanjurmarg (East), Mumbai 400 042 Tel.: +912249294000 E-mail: info@acuite.in Website: www.acuite.in Contact Person: Parth Pandit
4.	Registrar to the Issue 	Name: MUFG Intime India Private Limited (<i>erstwhile known as Link Intime India Private Limited</i>) Address: C-101, 247 park, L.B.S. Marg, Vikhroli (W), Mumbai - 400 083 Email id: ganesh.jadhav@in.mpms.mufg.com Website: www.in.mpms.mufg.com Telephone Number: 9910402901 Fax number: (022) 49186060 Contact Person Name: Ganesh Jadhav
5.	Statutory Auditors 	Name: M/s. M.N. Rao & Associates, Chartered Accountants Address: Vaishnavi Plaza (2nd Floor), #40-6/3-9, Near V.P. Siddhartha Public School, Mogalrajapuram, Vijayawada- 520 Telephone Number: +91 866 2480201 Website: www.mnraoca.in Email address: audit@mnraoca.in Contact Person: Mr. Santhosh Kumar
6.	Legal Counsel to the Issue  cyril amarchand mangaldas ahead of the curve	Name: Cyril Amarchand Mangaldas (CAMs) Address: Peninsula Chambers, Peninsula Corporate Park, GK Marg, Lower Parel, Mumbai – 400 013 Email id: cam.mumbai@cyrilshroff.com Website: https://www.cyrilshroff.com/ Telephone Number: +91 22 66604455

S. No	Particulars	Details
7.	Arranger cum transaction advisor to the Issue 	Trust Investment Advisors Private Limited Address: 109/110, 1st Floor, Balarama Premises, Bandra Kurla Complex, Bandra East, Mumbai- 400051 Telephone number: 022-4084 5000 Website: https://trustgroup.in Email: a.sen@trustgroup.in Contact Person: Anindya Sen
8.	Guarantor 	Name – State of Andhra Pradesh Address: Finance Department, 2 nd Block, First floor, A.P. Secretariat office, Velagapudi, Amravati - 522238 Website: https://www.ap.gov.in Email Address: adinarayanakas@gmail.com Telephone number: +91 9010103540 Contact Person: Shri K Adinarayana, Special Secretary to the Government of Andhra Pradesh, Finance Department.

7.6 ABOUT THE ISSUER

(a) Overview and a brief summary of the business activities of the Issuer

APMDCL is the nodal company of the State of Andhra Pradesh and has been granted the rights for mining and exploration of valuable minerals both within and outside the State of Andhra Pradesh.

APMDCL, though fully equipped to carry out integrated mining operations is presently following a model where the mining operations are delegated to a selected Mine Developer and Operator (MDO) on a contractual basis after the APMDCL provides them with the mining land free of encumbrances.

At present the Company is active in mining Barytes Mineral, along with minor minerals such as Granite, Ball Clay etc. It has also forayed into mining of thermal coal, coking coal, Beach Sand Minerals, Iron ore giving itself a well-diversified product mix.

On Consolidated basis, the Company has achieved revenue from operations of ₹ 3840.59 crore for the financial year ended 31st March 2024 as against ₹ 2101.91 crore in previous year, registering 82.71% rise over the previous year. Consolidated Earnings before Finance Cost, Taxes, Depreciation and Amortisation (EBITDA) grew by 88.85 % to ₹ 1645.43 crore in FY 2023-24 compared to ₹ 871.3 crore in FY 2022-23. After providing for taxation of ₹ 374.38 crore, the Company registered a Net Profit of ₹ 1063.19 crore in FY 2023-24 compared to ₹ 591.26 crore in previous year.

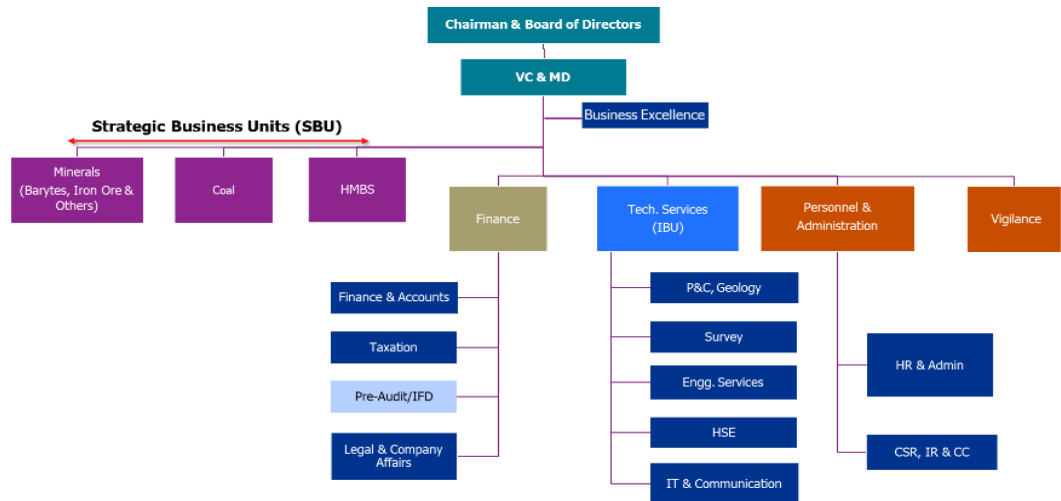
On standalone basis, significant increase in revenue, reduction in long term liabilities, and various cost initiatives taken by the Company lead to improvement in business performance and healthy operating profitability during the year under review. In terms of operating performance, Company's revenue grew by 82.71% to ₹ 3840.59 crore compared to ₹ 2101.91 crore of previous year, mainly due to increase in sales volume in Suliyari coal mine, from ~ 1.4 Mn. Ton in FY22-23 to 5.0 MN Ton in FY 23-24. Standalone EBITDA grew by 88.85% % compared to previous year which stood at ₹ 871.3 crore during the year under review. The company registered a Net Profit of ₹ 1063.19 crore for FY 2023-24 compared to ₹ 589.66 crore of previous year.

The Permanent Account Number of the Issuer is AAAC7391N.

The LEI of the Issuer is 335800S8NK5A3UC12866.

Ca teg ory	Category of shareholder	Nos. of share holders	N o. of fully paid up equi ty share s held	N o. of Parti ally paid up equi ty share s held	No. of share s under lying Depo sitory Receipt s	Total nos. share s held	Shar ehold ing as a % of total no. of share s (calc ulate d as per SCR R, 1957)	Number of Voting Rights held in each				No. of Shares Underly ing Outstan ding converti ble securitie s (includi ng Warran ts)	Sharehold ing, as a % assuming full conversion of convertible securities (as a percentage of diluted share capital)		Num ber of Lock ed in share s	Number of Shares pledged or otherwise encumbered				Number of equity shares held in dematerial ised form				
								class of securities					No of Voting Rights	Total as a % of (A+B+ C)						No . (a)	As a % of total Shares held(b)	No. (a)	As a % of total Shares held(b)	
								C la ss e g: X	C la ss e g: Y	T o t a l														
(I)	(II)	(III)	(I V)	(V)	(VI)	(VI I)= (IV)+(V)+ (VI)	(VIII) As a % of (A+ B+C 2)	(IX)				(X)		(XI)= (VII)+(X) As a % of (A+B+C2)	(XII)	(XIII)		(XIV)						
(A)	Promoter & Promoter Group	4	63 ,0 62	-	-	63, 062	100 %	N A	N A	N A	N A	-	-	-	-	-	-	-	63,062					
(B)	Public																							
(C)	Non Promoter - Non Public	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
(C1)	Shares Underlying DRs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
(C2)	Shares Held By Employee Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
	Total	4	63 ,0 62			63, 062	100 %												63,062					

(b) Structure of the group



(c) Details of branches or units where the issuer carries on its business activities, if any:

- APMDC Head Office – Vijayawada, Andhra Pradesh
- Mangampet Project Office – Mangampet, Annamaya (D), Andhra Pradesh (Barytes)
- Suliyari Project Office – Singrauli, Madhya Pradesh (Non-coking Coal)
- Brahmadaha Project Office – Giridih, Jharkhand (Coking Coal)

- Cheemakurthy Project Office – Cheemakurthy, Prakasam, Andhra Pradesh (Black Galaxy Granite)
- Dwaraka Tirumala Project Office – West Godavari, Andhra Pradesh (Ball Clay)
- Nimmalapadu Project Office – Ananthagiri, Visakhapatnam, Andhra Pradesh (Calcite)

(d) **A brief summary of the business activities of the subsidiaries of the Issuer:**

- **Ongole Iron Ore Mining Company**
 - This was formed for development of iron ore project in Prakasam district.
 - However, the project was discontinued, and both parties have entered into exit agreement.
 - Currently, no operations are being conducted through this company.
- **Andhra Phosphate Private Limited**
 - JV formed in 1974 with M/s Andhra Phosphate for mining of Apatite (Rockphosphate) and Vermiculite in Narasimharajapuram Village in Anantagiri Mandal, Visakhapatnam District.
 - However, currently no operations since lease is not in force.
- **APMDC SCCL Suliari Coal Company**
 - This was formed for development of Suliari coal project in Madhya Pradesh, which was earlier jointly allotted to APMDC and SCCL.
 - However, the block was cancelled as part of the coal block de-allocation by the Hon'ble Supreme Court in 2014.
 - Currently, no operations are being conducted through this company.
 - Note: Post de-allocation, the Suliari coal block was granted exclusively to APMDC and is current being operated by APMDC.
- **Nuagaon Coal Company**
 - This was formed for development of Nuagon Telisahi coal project in Odisha, which was earlier jointly allotted to APMDC and Odisha Mining Corporation (OMC).
 - However, the block was cancelled as part of the coal block de-allocation by the Hon'ble Supreme Court in 2014.
 - Currently, no operations are being conducted through this company.
 - Note: Post de-allocation, the Nuagon Telisahi coal block is yet to be granted to any new allottee. Once it is allotted, APMDC will be reimbursed its share of capital expenditure incurred towards development of the block after collecting from the new allottee.

(e) **Use of proceeds (in the order of priority for which the said proceeds will be utilized):**

(i) **purpose of the placement;**

The proceeds from the issue after meeting requirements of creation of debt service reserve and meeting all the issue related expenses would be utilized for the following:

- a) for prepayment and foreclosure of entire outstanding fund-based facilities, by way of loans, that has been availed by the Company from SBI; and
- b) for payment of consideration to the State Government of Andhra Pradesh towards grant by it to the Company of quarry leasehold rights and mining rights over 436 new minor mineral mines and other corporate purposes.

(ii) **break - up of the cost of the project for which the money is being raised;**

The proceeds from the issue of Bonds are not proposed to be utilized towards project financing therefore, these details are not applicable.

(iii) **means of financing for the project;**

The proceeds from the issue of Bonds are not proposed to be utilized towards project financing therefore, these details are not applicable.

(iv) proposed deployment status of the proceeds at each stage of the project.

The proceeds from the issue of Bonds are not proposed to be utilized towards project financing therefore, these details are not applicable.

7.7 Expenses of the Issue:

Particulars	Amount (INR Crores)		
	Amount Excluding Taxes	As Percentage Of The Issue Size (In %)	As Percentage Of Total Expenses Of The Issue (In %)
Fees payable to the legal advisors	0.20	0.0057%	11.24%
Fees payable to Lead Managers	NA		
Advertising & marketing expenses	NA		
Underwriting commission	NA		
Brokerage, selling commission and upload fees	NA		
Fees payable to the Registrars to the Issue	0.14	0.0040%	7.87%
Fees payable to the regulators including Stock Exchanges	0.14	0.0040%	7.87%
Expenses incurred on printing and distribution of the issue stationary	NA		
Any Other Fees	1.30	0.0373%	73.03%

* Exclusive of remuneration payable to long-term service providers.

7.8 Financial Information:

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

Please refer to **Annexure E** of this Key Information Document.

(#Comptroller and Auditor General of India (“CAG”) audit of the financial statements of the Company for the financial years FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 is yet to be completed. In view of the same and pursuant to the application made by the Issuer to SEBI, the SEBI has granted its approval to the Issuer to issue the Bonds through private placement, subject to submission of annual reports of FY 2015-16, FY 2016-17 and FY 2017-18 and financial statements along with audit reports of the statutory auditor appointed by CAG for the FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-2024, pending CAG reports thereon, along with for the stub period ended on December 31, 2024. Accordingly, the Issuer is disclosing (i) the annual reports (including CAG reviewed audited financial statements) for FY 2015-16, FY 2016-17 and FY 2017-18, and (ii) financial statements and audit reports issued thereon by the statutory auditor appointed by CAG for the FY 2018-19, FY 2019-20, FY 2021-2022, FY 2022-23, FY 2023-2024 and for the period ended December 31, 2024.)

(b) **Key Operational and Financial Parameters on consolidated and standalone basis:****Standalone Basis:**

(INR in Crores)

Balance Sheet	For the stub period ended December 31, 2024	2023-24	2022-23	2021-22
Particulars				
Property, Plant and Equipment (including Capital Work in Progress and Investment Property)	65.54	78.99	91.87	68.73
Intangible Assets (including Intangible Assets under Development)	1973.50	2043.12	1633.03	1483.62
Financial Assets (Current and Non-Current)	2199.79	2088.58	2763.34	1986.36
Other Non-Current assets	500.18	436.76	629.62	420.79
Current assets	2755.51	2515.21	2114.84	1223.91
Total Assets	5414.85	5149.56	5472.56	4228.74
Financial Liabilities (Current and Non- Current) –	1048.54	1202.17	1527.87	1341.45
-Borrowings	586.45	714.72	598.35	505.52
- Other Financial Liabilities	275.65	291.44	743.71	722.69
Non-Current Liabilities	789.65	844.75	958.49	885.22
Current Liabilities	1104.55	1304.77	1276.37	703.01
Provisions	100.93	94.53	100.12	91.37
Total Liabilities	1894.20	2149.52	2234.86	1588.23
Equity (Equity Share Capital and Other Equity)	3520.64	3000.04	3237.70	2640.51
Total Equity and Liabilities	5414.85	5149.56	5472.56	4228.74

(INR in Crores)

Profit and Loss	For Stub Period ended December 31, 2024	2023-24	2022-23	2021-22
Total revenue from operations	2205.62	3840.59	2101.91	1155.34
Other Income	137.44	128.90	99.30	46.27
Total Income	2343.06	3969.49	2201.21	1201.61
Total Expenses	1,643.40	2533.93	1384.86	792.03
Profit/ loss for the period /Year	520.91	1061.19	597.82	297.72
Other Comprehensive Income	-0.31	-0.15	-3.24	-1.4
Total Comprehensive Income	520.60	1061.04	594.59	296.32
Earnings per equity share: (in Rs.)				
(a) basic; and	82601.8	168276.58	94799.44	47211.87
(b) diluted	82601.8	168276.58	94799.44	47211.87

(INR in Crores)				
Cash Flow	For the Stub Period ended on December 31, 2024	2023-24	2022-23	2021-22
Net cash (used in)/ generated from operating activities (A)	228.54	1665.36	661.31	451.53
Net cash (used in)/ generated from investing activities (B)	75.15	-521.17	-421.44	-925.81
Net cash (used in)/ generated from financing activities (C)	-177.38	-1253.92	21.51	488.31
Net Increase/ (decrease) in Cash and Cash Equivalents	126.31	-109.72	261.38	14.04
Opening Balance of Cash and Cash Equivalents	288.99	398.71	137.34	123.30
Cash and cash equivalents at end of the period/ Year	415.30	288.99	398.72	137.34

Consolidated Basis:

(INR in Crores)				
Balance Sheet	For the Stub Period ended December 31, 2024	2023-24	2022-23	2021-22
Property, Plant and Equipment (including Capital Work in Progress and Investment Property)	65.54	78.99	91.87	68.73
Intangible Assets (including Intangible Assets under Development)	1973.5	2043.12	1633.03	1483.62
Financial Assets (Current and Non-Current)	2209.84	2097.71	2770.32	1992.24
Other Non-Current assets	500.18	436.76	629.62	420.79
Current assets	2755.51	2515.21	2114.84	1223.90
Total Assets	5424.89	5158.7	5479.54	4234.61
Financial Liabilities (Current and Non- Current)	947.61	1201.87	1527.87	1341.45
- Borrowings	586.45	714.72	598.35	505.52
- Other Financial Liabilities	275.65	291.44	743.71	722.69
Non-Current Liabilities	789.65	844.75	958.49	885.22
Current Liabilities	1104.55	1304.77	1276.37	703.01
Provisions	100.93	94.53	100.12	91.37
Total Liabilities	1894.20	2149.52	2234.86	1588.23
Equity (Equity Share Capital and Other Equity)	3530.68	3009.17	3244.68	2646.39
Total Equity and Liabilities	5424.89	5158.7	5479.54	4234.61

(INR in Crores)

Profit and Loss	For the Stub Period ended December 31, 2024	2023-24	2022-23	2021-22
Total revenue from operations	2205.62	3840.59	2101.91	1155.34
Other Income	135.24	127.25	98.20	46.27
Total Income	2340.86	3967.84	2200.11	1201.61
Total Expenses	1643.40	2533.93	1384.86	792.03
Profit/ loss for the period/Year	521.83	1063.31	598.91	300.51
Other Comprehensive income	-0.31	-0.12	-3.22	-1.42
Total Comprehensive Income	521.51	1063.19	595.69	299.09
Earnings per equity share: (in Rs.)				
(a) basic; and	82749.37	168613.73	94971.37	47653.81
(b) diluted	82749.37	168613.73	94971.37	47653.81

(INR in Crores)

Cash Flow	For the Stub Period ended December 31, 2024	2023-24	2022-23	2021-22
Net cash (used in)/ generated from operating activities (A)	230.74	1921.53	707.06	451.53
Net cash (used in)/ generated from investing activities (B)	72.95	-521.17	-421.44	-925.81
Net cash (used in)/ generated from financing activities (C)	-177.38	-1253.92	21.51	488.31
Net Increase/ (decrease) in Cash and Cash Equivalents	126.31	-109.72	261.38	14.04
Opening Balance of Cash and Cash Equivalents	288.99	398.71	137.34	123.3
Cash and cash equivalents at end of the period/Year	415.30	288.99	398.72	137.34

Additional Key Information:

Standalone

(INR in Crores)

Ratios	For the Stub Period ended December 31, 2024	FY 2023-24	FY 2022-23	FY 2021-22
Net worth	3520.64	3000	3237.7	2640.5
Cash and Cash Equivalents	415.3	288.99	398.71	137.34
Net Sales	2343.06	3969.49	2201.21	1201.61
EBITDA	910.64	1723.86	937	432.62
EBIT	754.22	1512.34	901.84	426.96
Debt equity ratio	0.17	0.24	0.18	0.19
Debt Service Coverage Ratios	7.337	10.36	6.15	17.59
Interest Service Coverage Ratios	13.82	19.70	10.55	24.57
Current ratio	2.49	1.99	1.66	1.74
Long term debt to working capital	0.29	0.46	0.58	0.87
Current liability ratio-(in times)	1.4	0.79	1.31	1.54
Total Debts to Total assets	0.11	0.14		0.12

Consolidated

(INR in Crores)

Ratios	For the Stub Period ended December 31, 2024	FY 2023-24	FY 2022-23	FY 2021-22
Net worth	3530.68	3009.17	3244.7	2646.39
Cash and Cash Equivalents	415.3	288.99	404.26	137.34
Net Sales	2340.86	3967.84	2208.95	1201.61
EBITDA	908.44	1722.21	935.9	432.62
EBIT	752.02	1510.69	900.74	426.96
Debt equity ratio	0.17	0.24	0.18	0.19
Debt Service Coverage Ratios	7.34	10.38	6.15	17.59
Interest Service Coverage Ratios	13.78	19.68	10.53	24.57
Current ratio	2.49	1.93	1.66	1.74
Long term debt to working capital	0.29	0.46	0.58	0.87
Current liability ratio-(in times)	1.4	0.79	1.31	1.54
Total Debts to Total assets	0.11	0.14	0.11	0.12

(##The key operational and financial parameters have been derived from the financial statements for the FY 2021-22, FY 2022-23, FY 2023-24 and for the stub period ended on December 31, 2024, which have been the statutory auditor appointed by the Comptroller and Auditor General of India ("CAG") but are yet to be audited by the CAG.)

(c) **Details of any other contingent liabilities of the Issuer based on the last audited financial statements including amount and nature of liability:**

Mentioned in Note 37 of Consolidated Financial Statement & Standalone Financial Statements for the year ended on FY24 and for the sub period ended December 31, 2024, as provided in **Annexure E**.

(d) **The amount of corporate guarantee or letter of comfort issued by the Issuer along with details of the counterparty (viz. name and nature of the counterparty, whether a subsidiary, joint venture entity, group company etc.) on behalf of whom it has been issued**

N.A.

7.9 Brief History of the Issuer since its incorporation

The Andhra Pradesh Mineral Development Corporation Limited (APMDC) is a private limited company incorporated under the Companies Act, 1956, having its registered office at Hyderabad. The Company was incorporated on 24.02.1961, as a private limited company under the provisions of the Companies Act, 1956 in the name of "The Andhra Pradesh Mining Corporation Limited". APMDC is a state-owned corporation headquartered in Vijayawada, dedicated to the exploration and development of mineral resources in India. The Company is primarily engaged in the business of mineral exploration, mining, processing, marketing, and beneficiation. The Company is in the process of converting itself from a private limited company to a public limited company after obtaining all the required approvals and permissions.

APMDC Limited is managed by Board of Directors. The Board of Directors consists of 4 Directors with 1 Executive Director. Out of the 4 Directors, 3 are non-executive Directors.

1. Details of Share Capital as at last quarter end – Refer to GID dated April 22, 2025
2. Changes in its capital structure as at last quarter end, for the preceding three financial years and current financial year - Refer to GID dated April 22, 2025

3. Details of the equity share capital for the preceding three financial years and current financial year - Refer to GID dated April 22, 2025
4. Details of the shareholding of the company as at the latest quarter end, as per the format specified under the listing regulations - Refer to GID dated April 22, 2025
5. List of top ten holders of equity shares of the company as at the latest quarter end - Refer to GID dated April 22, 2025
6. **Details of any acquisition of or amalgamation with any entity in the preceding one year:**
NIL
7. **Details of any reorganization or reconstruction in the preceding one year:**
NIL

7.10 Details regarding the directors of the Issuer

(a) Details of current directors of the Issuer as on the date of this Key Information Document

The following table sets forth the details of the directors of the Issuer as on the date of this Key Information Document:

Sr. No	Name, designation, Occupation and DIN	Age	Address	Director of the Issuer since	Details of other directorship
1.	Rama Subbaiah Gandla, Nominee Director, Public Servant 10915409	59 Yrs	Deputy Secretary to GoAP, I&C Department (Mines), Block – II, AP Secretariat, Velagapudi.	17.01.2025	1. M/s. APMDC Limited
2.	J.Nivas, Nominee Director, Public Servant 07664988	43 Yrs	Additional Secretary to GoAP, Finance Department, Block – II, AP Secretariat, Velagapudi.	17.01.2025	1. M/s. Andhra Pradesh State Financial Services Corporation Limited 2. M/s. Vijayawada Urban Infrastructure Development Corporation Limited 3. M/s. Andhra Pradesh Economicities Promotion and Development Corporation Limited 4. Andhra Pradesh Medical Education and Research Corporation Limited
3.	R.P.Sisodia, Nominee Director, Public Servant 07621010	57 Yrs	Principal Secretary to GoAP, Revenue Department, Block – IV, AP Secretariat, Velagapudi.	17.01.2025	1. M/s. Andhra Pradesh State Skill Development Corporation
4.	Pravin Kumar, Managing Director, Public Servant 07106418	45 Yrs	#294/1D, Tadigadapa to Enikepadu 100 Feet Road, Kanuru (V), Penamaluru (M),	24.06.2024	1. M/s. The Andhra Pradesh Mineral Development Corporation Limited 2. M/S. Andhra Pradesh Industrial Water Supply Corporation Limited 3. M/s. Kadapa Steel Corporation Limited

Sr. No	Name, designation, Occupation and DIN	Age	Address	Director of the Issuer since	Details of other directorship
			Vijayawada - 521137, AP		4.M/s. AP Bulk Drug Infrastructure Corporation Limited 5. M/s. YSR Steel Corporation Limited 6. M/s. Andhra Pradesh Maritime Infrastructure Development Corporation Limited 7. M/s. Visakhapatnam Urban Transport Company Limited

- (b) **Details of change in directors of the Issuer in the preceding 3 (three) financial years as on the date of this Key Information Document and current financial year :-**

Name of the Director	Designation	Date of Appointment	Date of Cessation
K.V.V.Satyanarayana	Director	08 September 2017	17 January 2025
V.Usharani	Director	31 October 2019	22 December 2021
Gopal Krishna Dwivedi,	Director	01 May 2020	02 August 2021
I. Mohan Rao	Director	28 August 2020	03 March 2022
V.G. Venkata Reddy	Director/VC&MD	01 February 2021	07 June 2024
V.G. Venkata Reddy	Director/DMG	01 February 2021	07 June 2024
G. Shammem Aslam	Director	02 August 2021	07 June 2024
Neerabh Kumar Prasad	Director	22 December 2021	22 February 2022
G.Sai Prasad	Director	22 February 2022	17 January 2025
D.Ramadevi	Director	03 March 2022	26 September 2024
Bipin Kumar	Director	09 December 2022	17 January 2025
Raman Narayanan	Director	01 February 2023	17 January 2025
Daggula Mallikarjuna Reddy	Director	06 April 2023	07 June 2024
Pravin Kumar	Director	19 June 2024	Till Date
Bandireddi Bapireddy	Director	20 September 2024	07 June 2024
Bathula Rama Rao	Director	20 September 2024	07 June 2024
C.Harish Reddy	Director	20 September 2024	07 June 2024
Chilluru Manjusha	Director	20 September 2024	07 June 2024
ES. Salma	Director	20 September 2024	07 June 2024
Gade Sujatha	Director	20 September 2024	07 June 2024
Garikina Gowri	Director	20 September 2024	07 June 2024
K.V. Ramana Reddy	Director	20 September 2024	07 June 2024
Lingareddy Veera Prathap Reddy	Director	20 September 2024	07 June 2024
M.Balamuni Reddy	Director	20 September 2024	07 June 2024
Mala Jayasudha	Director	20 September 2024	07 June 2024
Marty Lakshmi	Director	20 September 2024	07 June 2024
J.Nivas	Director	17 January 2025	Till Date
R.P.Sisodia	Director	17 January 2025	Till Date
Mukesh Kumar Meena	Director	19 January 2025	20 January 2025
G.Rama Subbaiah	Director	20 January 2025	Till Date

(c) **Details of directors' remuneration and such particulars of the nature and extent of their interests in the Issuer (during the current year and preceding 3 (three) financial years):**

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

1. **Remuneration payable or paid to a director by the Issuer, its subsidiary or associate company:**

Sr. No.	Name of the Director	Designation	Remuneration Details for FY 2021-2022 In Crores	Remuneration paid by Associate Companies	Remuneration paid by Subsidiary
1.	Gopal Krishna Dwivedi	Director	0.00	-	-
2.	V.G. Venkata Reddy	Director/VC&MD	0.00	-	-
3.	V.G. Venkata Reddy	Director/DMG	0.00	-	-
4.	I. Mohan Rao	Director	0.00	-	-
5.	V.Usharani	Director	0.00	-	-
6.	K.V.V.Satyanarayana	Director	0.00	-	-
7.	G. Shammam Aslam	Director	0.0517903	-	-
8.	Mala Jayasudha	Director	0.00812	-	-
9.	C.Harish Reddy	Director	0.00812	-	-
10.	Marty Lakshmi	Director	0.00812	-	-
11.	Gade Sujatha	Director	0.00812	-	-
12.	M.Balamuni Reddy	Director	0.00812	-	-
13.	ES. Salma	Director	0.00812	-	-
14.	Lingareddy Veera Prathap Reddy	Director	0.00812	-	-
15.	Bandireddy Bapireddy	Director	0.00812	-	-
16.	Bathula Rama Rao	Director	0.00812	-	-
17.	Chilluru Manjusha	Director	0.00812	-	-
18.	K.V. Ramana Reddy	Director	0.00812	-	-
19.	Garikina Gowri	Director	0.00	-	-

S.No.	Name of the Director	Designation	Remuneration Details for FY 2022-2023 In Crores	Remuneration paid by Associate Companies	Remuneration paid by Subsidiary
1.	V.G. Venkata Reddy	Director	0.00	-	-
2.	D.Ramadevi	Director	0.00	-	-
3.	G.Sai Prasad	Director	0.00	-	-
4.	K.V.V.Satyanarayana	Director	0.00	-	-
5.	G. Shammam Aslam	Director	0.078	-	-
6.	Mala Jayasudha	Director	0.0168	-	-
7.	C.Harish Reddy	Director	0.0168	-	-
8.	Marty Lakshmi	Director	0.0168	-	-
9.	Gade Sujatha	Director	0.0168	-	-
10.	M.Balamuni Reddy	Director	0.0168	-	-
11.	ES. Salma	Director	0.0168	-	-
12.	Lingareddy Veera Prathap Reddy	Director	0.0168	-	-
13.	Bandireddy Bapireddy	Director	0.0168	-	-
14.	Bathula Rama Rao	Director	0.0168	-	-
15.	Chilluru Manjusha	Director	0.0168	-	-

16.	K.V. Ramana Reddy	Director	0.0168	-	-
17.	Garikina Gowri	Director	0.00	-	-
18.	Bipin Kumar	Director	0.00	-	-

S.No.	Name of the Director	Designation	Remuneration Details for FY 2023-2024 In Crores	Remuneration paid by Associate Companies	Remuneration paid by Subsidiary
1.	V.G. Venkata Reddy	Director	0.00	-	-
2.	D.Ramadevi	Director	0.00	-	-
3.	G.Sai Prasad	Director	0.00	-	-
4.	K.V.V.Satyanarayana	Director	0.00	-	-
5.	G. Shammem Aslam	Director	0.078	-	-
6.	Mala Jayasudha	Director	0.0168	-	-
7.	C.Harish Reddy	Director	0.0168	-	-
8.	Marty Lakshmi	Director	0.0168	-	-
9.	Gade Sujatha	Director	0.0168	-	-
10.	M.Balamuni Reddy	Director	0.0168	-	-
11.	ES. Salma	Director	0.0168	-	-
12.	Lingareddy Veera Prathap Reddy	Director	0.0168	-	-
13.	Bandireddi Bapireddy	Director	0.0168	-	-
14.	Bathula Rama Rao	Director	0.0168	-	-
15.	Chilluru Manjusha	Director	0.0168	-	-
16.	K.V. Ramana Reddy	Director	0.0168	-	-
17.	Garikina Gowri	Director	0.00	-	-
18.	Daggula Mallikarjuna Reddy	Director	0.0168	-	-
19.	Raman Narayanan	Director	0.00	-	-
20.	Bipin Kumar	Director	0.00	-	-

S.No.	Name of the Director	Designation	Date Cessions	Remuneration Details for FY 2024-25 (upto 31st December 2024) In Crores	Remuneration paid by Associate Companies	Remuneration paid by Subsidiary
1.	V.G. Venkata Reddy	Director	07.06.2024	0.00	-	-
2.	D.Ramadevi	Director	26.09.2024	0.00	-	-
3.	G.Sai Prasad	Director	17.01.2025	0.00	-	-
4.	K.V.V.Satyanarayana	Director	17.01.2025	0.00	-	-
5.	Mukesh Kumar Meena	Director	20.01.2025	0.00	-	-
6.	Pravin Kumar	Director	Till Date	0.00	-	-
7.	R.P.Sisodia	Director	Till Date	0.00	-	-
8.	J.Nivas	Director	Till Date	0.00	-	-
9.	G.Rama Subbaiah	Director	Till Date	0.00	-	-
10.	G. Shammem Aslam	Director	07.06.2024	0.013	-	-
11.	Mala Jayasudha	Director	07.06.2024	0.0014	-	-
12.	C.Harish Reddy	Director	07.06.2024	0.0014	-	-
13.	Marty Lakshmi	Director	07.06.2024	0.0014	-	-
14.	Gade Sujatha	Director	07.06.2024	0.0014	-	-
15.	M.Balamuni Reddy	Director	07.06.2024	0.0014	-	-
16.	ES. Salma	Director	07.06.2024	0.0014	-	-
17.	Lingareddy Veera Prathap Reddy	Director	07.06.2024	0.0014	-	-

S.No.	Name of the Director	Designation	Date Cessions	Remuneration Details for FY 2024-25 (upto 31st December 2024) In Crores	Remuneration paid by Associate Companies	Remuneration paid by Subsidiary
18.	Bandireddi Bapireddy	Director	07.06.2024	0.0014	-	-
19.	Bathula Rama Rao	Director	07.06.2024	0.0014	-	-
20.	Chilluru Manjusha	Director	07.06.2024	0.0014	-	-
21.	K.V. Ramana Reddy	Director	07.06.2024	0.0014	-	-
22.	Garikina Gowri	Director	07.06.2024	0.00	-	-
23.	Daggula Mallikarjuna Reddy	Director	07.06.2024	0.0014	-	-
24.	Raman Narayanan	Director	17.01.2025	0.00	-	-
25.	Bipin Kumar	Director	17.01.2025	0.00	-	-

7.11 Shareholding of the director in the Issuer, its subsidiaries and associate companies on a fully diluted basis;

Shareholding of the Directors in the Issuer on a fully diluted basis -FY 2024-2025 (up to December 31, 2024)	Total (INR)
Pravin Kumar In the position of Managing Director	Rs.1,000/-
Pravin Kumar In the position of Director of Mines & Geology	Rs.1,000/-
Shareholding of the Directors in the Issuer on a fully diluted basis -FY 2023-2024	Total (INR)
V.G.Venkata Reddy In the position of VC& MD	Rs.1,000/-
V.G.Venkata Reddy In the position of Director of Mines & Geology	Rs.1,000/-
Shareholding of the Directors in the Issuer on a fully diluted basis -FY 2022-2023	Total (INR)
V.G.Venkata Reddy In the position of VC& MD	Rs.1,000/-
V.G.Venkata Reddy In the position of Director of Mines & Geology	Rs.1,000/-
Shareholding of the Directors in the Issuer on a fully diluted basis -FY 2021-2022	Total (INR)
V.G.Venkata Reddy In the position of VC& MD	Rs.1,000/-
V.G.Venkata Reddy In the position of Director of Mines & Geology	Rs.1,000/-

Shareholding of the Directors in the Subsidiary on a fully diluted basis - FY 2024-2025 upto 31.12.2024	
-	-
-	-
Shareholding of the Directors in the Subsidiary on a fully diluted basis -FY 2023-2024	Total (INR)
-	-
-	-
Shareholding of the Directors in the Subsidiary on a fully diluted basis -FY 2022-2023	Total (INR)
-	-
Shareholding of the Directors in the Subsidiary on a fully diluted basis -FY 2021-2022	Total (INR)
-	-

Shareholding of the Directors in the Associate on a fully diluted basis - FY 2024-2025 upto 31.12.2024	Total (INR)
-	-

Shareholding of the Directors in the Associate on a fully diluted basis -FY 2024-2025	Total (INR)
-	-
Shareholding of the Directors in the Associate on a fully diluted basis -FY 2023-2024	Total (INR)
-	-
Shareholding of the Directors in the Associate on a fully diluted basis -FY 2022-2023	Total (INR)
-	-
Shareholding of the Directors in the Associate on a fully diluted basis -FY 2021-2022	Total (INR)
-	-

ii. **Appointment of any relatives to an officer or place of profit of the Issuer, its subsidiary or associate company:** NIL

iii. **Full particulars of the nature and extent of interest, if any, of every director:**

1. In the promotion of the Issuer: NIL

2. In any immovable property acquired by the Issuer company in the two years preceding the date of this Key Information Document or any immoveable property proposed to be acquired by it: NIL

Where the interest of such a director consists in being a member of a firm or company, the nature and extent of his interest in the firm or company, with a statement of all sums paid or agreed to be paid to him or to the firm or company in cash or shares or otherwise by any person either to induce him to become, or to help him qualify as a director, or otherwise for services rendered by him or by the firm or company, in connection with the promotion or formation of the issuer company shall be disclosed:

NIL

iv. **Contribution being made by the directors as part of the offer or separately in furtherance of such objects:** NIL

7.12 Any financial or other material interest of the directors, promoters, key managerial personnel or senior management in the Issue and the effect of such interest in so far as it is different from the interests of other persons: NIL

7.13 Following details regarding the auditors of the Issuer:

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

Name	Address	Date of Appointment
M/s. M.N. Rao & Associates, Chartered Accountants	Vaishnavi Plaza, (2nd Floor), D.No.40-6/3-9, Near Siddhartha Public School, Mogalrajapuram, Vijayawada - 520 010 Andhra Pradesh	01-04-2024

(b) **Details of change in auditors for preceding 3 (three) financial years and current financial year:**

Name of the Firm	Address	Date of Appointment	Tenure
M/s. Chowdary & Rao	36-11-7, Santhi Nagar, 1st Lane, Mogalrajapuram Vijayawada – 520010.	Vide letter dated 28-11-2022 of CAG	01-04-2020 to 31-03-2023
M/s. M N Rao & Associates	Vaishnavi Plaza, 2nd Floor, D-No: 40-6/3-9, Near PV Siddhartha Public School, Mogalrajapuram, Vijayawada.	Vide letter dated 14-03-2024 of CAG	01-04-2023 to 31-03-2024
		Vide letter dated 21-09-2024 of CAG	01-04-2024 to 31-03-2025

7.14 Details of the following liabilities of the Issuer as at the end of the preceding quarter (i.e., December 31, 2024):

Since the preparation of the financials for the period ended March 31, 2025 is in process, details of liabilities as on December 31, 2024, have been provided.

(a) Details of outstanding secured loan facilities:

As provided under **Annexure F** of this Key Information Document.

(b) Details of outstanding unsecured loan facilities of the Issuer

As provided under **Annexure F** of this Key Information Document.

(c) Details of outstanding non-convertible securities in the following format:

As provided under **Annexure F** of this Key Information Document.

(d) Details of commercial paper issuances as at the end of the last quarter in the following format:

As provided under **Annexure F** of this Key Information Document.

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

As provided under **Annexure F** of this Key Information Document.

(f) List of top ten holders of commercial paper in terms of value (on a cumulative basis):

As provided under **Annexure F** of this Key Information Document.

(g) The amount of corporate guarantee or letter of comfort issued by the issuer along with name of the counterparty (like name of the subsidiary, joint venture entity, group company, etc.) on behalf of whom it has been issued, contingent liability including debt service reserve account guarantees/ any put option etc. (Details of any outstanding borrowings taken/ debt securities issued for consideration other than cash). This information shall be disclosed whether such borrowing/ debt securities have been taken/ issued: in whole or part, at a premium or discount, or in pursuance of an option or not.

NIL

(h) Details of bank fund-based facilities / rest of the borrowing (if any including hybrid debt like FCCB, optionally convertible debentures/preference shares) from financial institutions / financial creditors

As per **Annexure F** of this Key Information Document.

(i) Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities, commercial paper (including technical delay) and other financial indebtedness including corporate guarantee or letters of comfort issued by the Issuer in the preceding 3 (three) years and current financial year.

NIL

- 7.15 If the security is backed by a guarantee or letter of comfort or any other document of a similar nature, a copy of the same shall be disclosed. In case such document does not contain the 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 issue document.**

As provided under the terms “Structured Payment Mechanism” and “Collateral support Structure” under the section titled “Summary of Key Terms” of this Key Information Document.

- 7.16 Any material event/development or change having implications on the financials/ credit quality (e.g. any material regulatory proceedings against the Issuer, litigations resulting in material liabilities, corporate restructuring event etc.) at the time of Issue which may affect the Issue or the investors decision to invest/ continue to invest in the debt securities/ commercial paper.**

NIL

- 7.17 Details of default and non-payment of statutory dues for the preceding three financial years and current financial year:**

Name of Statute	Nature of Dues	Period amount relates	Amount in Rupees (2021-22)	Amount in Rupees (2022-23)	Amount in Rupees (2023-24)
Income Tax Act	TDS	2019-20	8,32,824	8,32,824	8,32,824
Central Goods	TDS	2019-20	1,29,16,730	1,29,16,730	1,29,16,730
Income Tax Act	TDS	2018-19	5,01,375	-	-
Mines and Minerals (Development Regulation Act)	District mineral foundation	2016-17 2019-20	13,71,60,972	13,71,60,972	13,71,60,972
Mines and Minerals (Development Regulation Act)	Merit	2016-17 2019-20	90,66,196	94,19,538	94,19,538
Mines and Minerals (Development Regulation Act)	Cess	2016-17 2023-24	17,56,45,426	23,14,59,105	29,38,31,864
Mines and Minerals (Development Regulation Act)	Royalty from Sub leaseholders	2018-19 2023-24	12,92,491	33,21,310	24,88,497

- 7.18 Details of pending litigation involving the issuer, promoter, director, subsidiaries, group companies or any other person, whose outcome could have material adverse effect on the financial position of the Issuer, which may affect the Issue or the investor’s decision to invest / continue to invest in the debt securities and/ or non-convertible redeemable preference shares.**

a) Litigation with respect to the Issuer

While there are certain pending litigations involving the issuer, promoter, director, subsidiaries, group companies or any other person, as on the date of this Key Information Document, the Issuer does not envisage that outcome of any of such litigations can have material adverse effect on the financial position of the issuer, which may affect the issue or the investor’s decision to invest / continue to invest in the debt securities.

In the ordinary course of business, Issuer is a party to certain cases which include cases involving National Green Tribunal, VAT, Income tax authorities, Supreme Court cases, City Civil courts, High Court cases, arbitration cases, Lokayukta cases, district court cases, contempt of court cases, certain mineral related matters, service-related matters, mining related cases, land acquisition related cases etc.

Details of outstanding tax related matters are as follows:

Name of the Statute	Nature of Dues	Forum where dispute is pending	Period to which amount relates	Amount in Rupees (2021-22)	Amount in Rupees (2022-23)	Amount in Rupees (2023-24)
Income Tax Act	Demand	CIT Appeals	2022-23 (A.Y)	5,08,47,380	5,08,47,380	5,08,47,380
Income Tax Act	Demand in nature of Penalty	CIT Appeals	2022-23 (A.Y)	86,57,91,978	86,57,91,978	86,57,91,978
Income Tax Act	Demand	CIT Appeals	2022-23 (A.Y)	1,59,96,54,780	1,59,96,54,780	1,59,96,54,780
Income Tax Act	Demand	CIT Appeals	2018-19(A.Y)	33,80,56,581	33,80,56,581	33,80,56,581
Income Tax Act	Demand	-	2020-21 (A.Y)	1,50,000	1,50,000	1,50,000
Income Tax Act	Demand	Rectification with DCIT	2014-15(A.Y)	1,54,14,54,900	1,54,14,54,900	1,54,14,54,900
Income Tax Act	Demand	ITAT	2011-12(A.Y)	5,49,46,047	5,49,46,047	5,49,46,047
Income Tax Act	Demand	ITAT	2012-13	1,10,70,279	1,10,70,279	1,10,70,279
Income Tax Act	Demand	ITAT	-	27,31,630	27,31,630	27,31,630
Income Tax Act	Demand	CIT Appeals	2016-17(A.Y)	43,07,51,326	43,07,51,326	43,07,51,326
VAT/Sales Tax	Tax on Explosive2 Nd Sale-Penalty	Tribunal	1998-99 1999-00 2000-01	2,87,647 3,36,253 5,08,165	2,87,647 3,36,253 5,08,166	2,87,647 3,36,253 5,08,167
VAT/Sales Tax	Tax on Explosive2 Nd Sale-Penalty	Tribunal	2007-08	3,92,913	3,92,913	3,92,913
VAT/Sales Tax	Tax on Explosive2 Nd Sale and consideration Penalty Interest	Tribunal	2008-09 2008-09 2008-09	1,00,47,014 33,49,005 6,02,821	1,00,47,014 33,49,005 6,02,822	1,00,47,014 33,49,005 6,02,823
VAT/Sales Tax	Consideration Penalty	Tribunal	2009-12 2009-12	2,32,95,681 83,61,030	2,32,95,681 83,61,030	2,32,95,681 83,61,030
VAT/Sales Tax	Consideration from Joint Venture & Other Receipts	Appellate Tribunal (Tirupati)	2020-21	-	6,64,38,807	6,64,38,807
CST APPELLATE Authority	H-Form's	CST Appellate Visakhapatnam	2022-23	-	3,74,39,288	3,74,39,288
CESTAT	Service tax on Seigniorage	CESTAT Hyderabad	2021-22	-	7,77,63,051	7,77,63,051
CESTAT	Penalty on service tax on Seigniorage	CESTAT Hyderabad	2021-22	-	-	7,77,63,051

- b) **Litigations involving the Promoter** : None
- c) **Litigations involving the Director** : None
- d) **Litigations involving the Subsidiaries** : None
- e) **Litigations involving the Group Companies** : None

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

NIL

7.20 Details of pending proceedings initiated against the issuer for economic offences, if any

NIL

7.21 Related party transactions entered during the preceding three financial years and current financial year with regard to loans made or guarantees given or securities provided.

Please refer to **Annexure D** of this Key Information Document.

7.22 In order to allow investors to better assess the issue, the following additional disclosures to be made in the Key Information Document: (i) a portfolio summary with regards to industries/ sectors to which borrowings have been granted by NBFCs; (ii) quantum and percentage of secured vis-à-vis unsecured borrowings granted by NBFC; (iii) any change in promoters' holdings in NBFCs during the preceding financial year beyond the threshold specified by the Reserve Bank of India from time to time

N.A.

7.23 Consent of directors, auditors, bankers to issue, solicitors or advocates to the issue, legal advisors to the issue, registrar to the issue, and lenders (if required, as per the terms of the agreement) and experts

Directors have given their consent by approving and passing board resolution dated 21.02.2025 (for issuance of NCDs)

The company has appointed MUFG Intime India Private Limited registrar to the issue vide appointment/engagement letter dated 06.03.2025.

The relevant NOC's/consents from lenders have been obtained.

Consents from legal advisors, auditors, bankers to issue, solicitors or advocates to the Issue are not applicable for the present Issue.

7.24 Name of Debenture Trustee shall be mentioned with a statement to the effect that the Debenture Trustee has given its consent for appointment along with the copy of the consent letter from the Debenture Trustee.

Beacon Trusteeship Limited, the debenture trustee has consented vide consent letter dated 11.03.2025 bearing reference number 69566/CL/MUM/24-25/DEB/620 to its appointment in accordance with regulation 13 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993. A copy of the letter obtained from the debenture trustee consenting to its appointment along with a copy of the agreement executed by the debenture trustee with the issuer is enclosed in Annexure G of this Key Information Document.

7.25 Disclosure of Cash flow with date of interest/dividend/ redemption payment as per day count convention

- (a) The day count convention for dates on which the payments in relation to the non-convertible securities which need to be made: **Actual / Actual.**
- (b) Procedure and time schedule for allotment and issue of securities:

Issue Opening Date	08.05.2025
Issue Closing Date	08.05.2025
Pay-in Date	09.05.2025
Deemed Date of Allotment	09.05.2025

- (c) Cash flows emanating from each series/ tranche (as applicable) of the Debt Securities by way of an illustration:

Per Bond of FV INR 1,00,000 each :

Days in a Year	Days	Payment Date	A	B	C	D	E	F	G	H	I	Total
			1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	9,00,000.00
Issue Date		Thursday, 8 May, 2025										
Allotment Date	1	Friday, 9 May, 2025	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-9,00,000.00
365	91	Friday, 8 August, 2025	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	20,867.67
365	91	Friday, 7 November, 2025	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	20,867.67
365	94	Monday, 9 February, 2026	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	21,555.62
365	88	Friday, 8 May, 2026	2,242.19	2,242.19	2,242.19	2,242.19	2,242.19	2,242.19	2,242.19	2,242.19	2,242.19	20,179.73
365	91	Friday, 7 August, 2026	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	45,867.67
365	94	Monday, 9 November, 2026	26,796.30	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	45,956.85
365	92	Tuesday, 9 February, 2027	26,172.05	2,344.11	2,344.11	2,344.11	2,344.11	2,344.11	2,344.11	2,344.11	2,344.11	44,924.93
365	87	Friday, 7 May, 2027	25,554.18	2,216.71	2,216.71	2,216.71	2,216.71	2,216.71	2,216.71	2,216.71	2,216.71	43,287.88
366	94	Monday, 9 August, 2027	-	27,388.52	2,388.52	2,388.52	2,388.52	2,388.52	2,388.52	2,388.52	2,388.52	44,108.20
366	92	Tuesday, 9 November, 2027	-	26,753.28	2,337.70	2,337.70	2,337.70	2,337.70	2,337.70	2,337.70	2,337.70	43,117.21
366	92	Wednesday, 9 February, 2028	-	26,168.85	2,337.70	2,337.70	2,337.70	2,337.70	2,337.70	2,337.70	2,337.70	42,532.70
366	90	Tuesday, 9 May, 2028	-	25,571.72	2,286.89	2,286.89	2,286.89	2,286.89	2,286.89	2,286.89	2,286.89	41,579.92
365	91	Tuesday, 8 August, 2028	-	-	27,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	41,230.41
365	91	Tuesday, 7 November, 2028	-	-	26,738.97	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	40,650.75
365	92	Wednesday, 7 February, 2029	-	-	26,172.05	2,344.11	2,344.11	2,344.11	2,344.11	2,344.11	2,344.11	40,236.71
365	90	Tuesday, 8 May, 2029	-	-	25,573.29	2,293.15	2,293.15	2,293.15	2,293.15	2,293.15	2,293.15	39,332.19
365	91	Tuesday, 7 August, 2029	-	-	-	27,318.63	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	38,911.78
365	94	Friday, 9 November, 2029	-	-	-	26,796.30	2,395.07	2,395.07	2,395.07	2,395.07	2,395.07	38,771.64
365	91	Friday, 8 February, 2030	-	-	-	26,159.32	2,318.63	2,318.63	2,318.63	2,318.63	2,318.63	37,752.47
365	88	Tuesday, 7 May, 2030	-	-	-	25,560.55	2,242.19	2,242.19	2,242.19	2,242.19	2,242.19	36,771.51
365	94	Friday, 9 August, 2030	-	-	-	-	27,395.07	2,395.07	2,395.07	2,395.07	2,395.07	36,975.34
365	91	Friday, 8 November, 2030	-	-	-	-	26,738.97	2,318.63	2,318.63	2,318.63	2,318.63	36,013.49
365	91	Friday, 7 February, 2031	-	-	-	-	26,159.32	2,318.63	2,318.63	2,318.63	2,318.63	35,433.84
365	91	Friday, 9 May, 2031	-	-	-	-	25,579.66	2,318.63	2,318.63	2,318.63	2,318.63	34,854.18
366	91	Friday, 8 August, 2031	-	-	-	-	-	27,312.30	2,312.30	2,312.30	2,312.30	34,249.18
366	91	Friday, 7 November, 2031	-	-	-	-	-	26,734.22	2,312.30	2,312.30	2,312.30	33,671.11
366	94	Monday, 9 February, 2032	-	-	-	-	-	26,194.26	2,388.52	2,388.52	2,388.52	33,059.84
366	88	Friday, 7 May, 2032	-	-	-	-	-	25,559.02	2,236.07	2,236.07	2,236.07	32,267.21
365	94	Monday, 9 August, 2032	-	-	-	-	-	-	27,395.07	2,395.07	2,395.07	32,185.21
365	92	Tuesday, 9 November, 2032	-	-	-	-	-	-	26,758.08	2,344.11	2,344.11	31,446.30
365	92	Wednesday, 9 February, 2033	-	-	-	-	-	-	26,172.05	2,344.11	2,344.11	30,860.27
365	89	Monday, 9 May, 2033	-	-	-	-	-	-	25,566.92	2,267.67	2,267.67	30,102.26
365	92	Tuesday, 9 August, 2033	-	-	-	-	-	-	-	27,344.11	2,344.11	29,688.22
365	91	Tuesday, 8 November, 2033	-	-	-	-	-	-	-	26,738.97	2,318.63	29,057.60
365	92	Wednesday, 8 February, 2034	-	-	-	-	-	-	-	26,172.05	2,344.11	28,516.16
365	90	Tuesday, 9 May, 2034	-	-	-	-	-	-	-	25,573.29	2,293.15	27,866.44
365	91	Tuesday, 8 August, 2034	-	-	-	-	-	-	-	-	27,318.63	27,318.63
365	91	Tuesday, 7 November, 2034	-	-	-	-	-	-	-	-	26,738.97	26,738.97
365	92	Wednesday, 7 February, 2035	-	-	-	-	-	-	-	-	26,172.05	26,172.05
365	90	Tuesday, 8 May, 2035	-	-	-	-	-	-	-	-	25,573.29	25,573.29
			1,15,115.68	1,24,431.42	1,33,702.81	1,43,009.18	1,52,321.92	1,61,599.66	1,70,941.16	1,80,228.42	1,89,502.95	13,70,853.19

Principal Only :

Days in a Year	Days	Payment Date	A	B	C	D	E	F	G	H	I	Total
			1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	9,00,000.00
Issue Date		Thursday, 8 May, 2025										
Allotment Date	1	Friday, 9 May, 2025	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-1,00,000.00	-9,00,000.00
365	91	Friday, 8 August, 2025	-	-	-	-	-	-	-	-	-	-
365	91	Friday, 7 November, 2025	-	-	-	-	-	-	-	-	-	-
365	94	Monday, 9 February, 2026	-	-	-	-	-	-	-	-	-	-
365	88	Friday, 8 May, 2026	-	-	-	-	-	-	-	-	-	-
365	91	Friday, 7 August, 2026	25,000.00	-	-	-	-	-	-	-	-	25,000.00
365	94	Monday, 9 November, 2026	25,000.00	-	-	-	-	-	-	-	-	25,000.00
365	92	Tuesday, 9 February, 2027	25,000.00	-	-	-	-	-	-	-	-	25,000.00
365	87	Friday, 7 May, 2027	25,000.00	-	-	-	-	-	-	-	-	25,000.00
366	94	Monday, 9 August, 2027	-	25,000.00	-	-	-	-	-	-	-	25,000.00
366	92	Tuesday, 9 November, 2027	-	25,000.00	-	-	-	-	-	-	-	25,000.00
366	92	Wednesday, 9 February, 2028	-	25,000.00	-	-	-	-	-	-	-	25,000.00
366	90	Tuesday, 9 May, 2028	-	25,000.00	-	-	-	-	-	-	-	25,000.00
365	91	Tuesday, 8 August, 2028	-	-	25,000.00	-	-	-	-	-	-	25,000.00
365	91	Tuesday, 7 November, 2028	-	-	25,000.00	-	-	-	-	-	-	25,000.00
365	92	Wednesday, 7 February, 2029	-	-	25,000.00	-	-	-	-	-	-	25,000.00
365	90	Tuesday, 8 May, 2029	-	-	25,000.00	-	-	-	-	-	-	25,000.00
365	91	Tuesday, 7 August, 2029	-	-	-	25,000.00	-	-	-	-	-	25,000.00
365	94	Friday, 9 November, 2029	-	-	-	25,000.00	-	-	-	-	-	25,000.00
365	91	Friday, 8 February, 2030	-	-	-	25,000.00	-	-	-	-	-	25,000.00
365	88	Tuesday, 7 May, 2030	-	-	-	25,000.00	-	-	-	-	-	25,000.00
365	94	Monday, 9 August, 2030	-	-	-	-	25,000.00	-	-	-	-	25,000.00
365	91	Friday, 8 November, 2030	-	-	-	-	25,000.00	-	-	-	-	25,000.00
365	91	Friday, 7 February, 2031	-	-	-	-	25,000.00	-	-	-	-	25,000.00
365	91	Friday, 9 May, 2031	-	-	-	-	25,000.00	-	-	-	-	25,000.00
366	91	Friday, 8 August, 2031	-	-	-	-	-	25,000.00	-	-	-	25,000.00
366	91	Friday, 7 November, 2031	-	-	-	-	-	25,000.00	-	-	-	25,000.00
366	94	Monday, 9 February, 2032	-	-	-	-	-	25,000.00	-	-	-	25,000.00
366	88	Friday, 7 May, 2032	-	-	-	-	-	25,000.00	-	-	-	25,000.00
365	94	Monday, 9 August, 2032	-	-	-	-	-	-	25,000.00	-	-	25,000.00
365	92	Tuesday, 9 November, 2032	-	-	-	-	-	-	25,000.00	-	-	25,000.00
365	92	Wednesday, 9 February, 2033	-	-	-	-	-	-	25,000.00	-	-	25,000.00
365	89	Monday, 9 May, 2033	-	-	-	-	-	-	25,000.00	-	-	25,000.00
365	92	Tuesday, 9 August, 2033	-	-	-	-	-	-	-	25,000.00	-	25,000.00
365	91	Tuesday, 8 November, 2033	-	-	-	-	-	-	-	25,000.00	-	25,000.00
365	92	Wednesday, 8 February, 2034	-	-	-	-	-	-	-	25,000.00	-	25,000.00
365	90	Tuesday, 9 May, 2034	-	-	-	-	-	-	-	25,000.00	-	25,000.00
365	91	Tuesday, 8 August, 2034	-	-	-	-	-	-	-	-	25,000.00	25,000.00
365	91	Tuesday, 7 November, 2034	-	-	-	-	-	-	-	-	25,000.00	25,000.00
365	92	Wednesday, 7 February, 2035	-	-	-	-	-	-	-	-	25,000.00	25,000.00
365	90	Tuesday, 8 May, 2035	-	-	-	-	-	-	-	-	25,000.00	25,000.00
			1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	1,00,000.00	9,00,000.00

7.26 UNDERTAKING BY THE ISSUER

- (a) For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by any regulatory authority in India, including the SEBI nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement on the cover page under the section 'General Risk'.
- (b) The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Key Information Document contains all information with regard to the Issuer and the issue, that the information contained in the issue document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.
- (c) The Issuer has no side letter with any debenture holder except the one(s) disclosed in this Key Information Document. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

7.27 A statement containing particulars of the dates of, and parties to all material contracts, agreements:

By very nature and volume of its business, the Company is involved in a large number of transactions involving financial obligations and therefore it may not be possible to furnish details of all material contracts and agreements involving financial obligations of the Company. Copies of these contracts together with the copies of documents referred hereinbelow may be inspected at the Registered Office of the Company between 10.00 a.m. and 12.00 noon on any Working Day until the Issue Closing Date:

1. Memorandum and Articles of Association of the Company.
2. Shareholders' Resolution under section 180(1)(c) and section 180(1) (a) of the Companies Act, 2013 dated 21.02.25 authorizing the board to borrow within the overall borrowing limits of the Company.
3. Board resolution and shareholders' resolution each dated 21.02.2025 authorizing the Issuer to issue Bonds.
4. Consent letter from Beacon Trusteeship Limited dated 11.03.25 for acting as a debenture trustee for and on behalf of the Debenture holders.
5. Consent letter from MUFG Intime India Private Limited dated 08.04.25 for acting as Registrars and Transfer Agents to the Issue.
6. Letter from India Ratings and Research Private Limited dated 16.04.25 conveying the credit rating for the Debentures of the Company.
7. Letter from Acuite Rating and Research Private Limited dated 06.05.25 conveying the credit rating for the Debentures of the Company.
8. Tripartite Agreement between the Company, National Securities Depository Limited ("NSDL") and the Registrar for the Issue of Debentures in dematerialised form.
9. Tripartite Agreement between the Company, Central Depository Services (India) Limited ("CDSL") and the Registrar for the Issue of Debentures in dematerialised form.
10. Annual reports of the company for FY16, FY17 & FY18.
11. Financials Statements of the Company for FY19, FY20, FY21, FY22, FY23, FY24 & stub period ended December 2024.

7.28 Other details:

- (a) **Creation of Debenture Redemption Reserve ("DRR") – relevant legislations and applicability:**

The Issuer shall have created a Debenture Redemption Reserve ("DRR") as per the provisions of the Companies Act, 2013 and the guidelines issued by the Ministry of Corporate Affairs and SEBI as amended from time to time (if and as applicable), and if during the currency of these presents, any guidelines are formulated (or modified or revised) by any government agency

having authority under law in respect of creation of DRR, the Issuer shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Bond Trustee. The Issue of Debt Securities shall be in conformity with the applicable provisions of the the SEBI Debt Regulations, the SEBI Listing Regulations and the applicable SEBI guidelines.

- (b) **Issue/instrument specific regulations – relevant details (Companies Act, 2013, guidelines issued by the Reserve Bank of India, etc.):**

The Issue of Debt Securities shall be in conformity with the applicable provisions of the SEBI Debt Regulations, the SEBI Listing Regulations and the applicable SEBI guidelines.

- (c) **Default in payment:**

In case of default (including delay) in payment of Interest and/or principal redemption on the due dates, additional interest at 2% p.a. or such other rate as may be prescribed under the Applicable Law over and above the applicable Coupon Rate will be payable by the Issuer for the defaulting period in respect of the Debentures shall be payable by the Issuer in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time.

- (d) **Delay in listing:**

In case of delay in listing of the Debentures beyond 3 (three) trading days from the Issue Closing Date the Issuer shall pay penal interest to the Debenture Holders, of at least 1.00% p.a. over the Coupon Rate from the Deemed Date of Allotment until the listing of such Debentures on the entire outstanding amount pertaining to the Debentures.

- (e) **Delay in allotment of securities:**

The Issuer will undertake the allotment of the Debentures within the specified timeline, and in the event of delay of the same, the Issuer shall pay such penalty / default interest as may be prescribed under Applicable Law.

- (f) **Delay in execution of DTD:**

Where an issuer fails to execute the trust deed within the timelines specified, the issuer shall also pay interest of at least two percent per annum or such other rate, as specified by the board to the holder of debt securities, over and above the agreed Coupon Rate, till the execution of the trust deed.

- (g) **Issue details:**

Please see the section titled '*Issue Details*'.

- (h) **Application process:**

Please refer to '*Issue Procedure*'.

- (i) **Disclosure required under form PAS-4 under Companies (Prospectus and Allotment of Securities), Rules, 2014 but not contained in this schedule, if any:**

FORM PAS - 4
(see rule 14(3) Companies (Prospectus and Allotment of Securities) Rules, 2014)
PART-A
PRIVATE PLACEMENT OFFER CUM APPLICATION LETTER

1. GENERAL INFORMATION:

- i. Name, address, website and other contact details of the company indicating both registered office and corporate office:

Name of the Company	The Andhra Pradesh Mineral Development Corporation Limited
Registered Office Address	D.No.6-1-67/19/1 & 67/20, Flat No. 302, Super Classic Apartments, Saifabad, Lakdikapool, Hyderabad, Telangana, India, 500004
Corporate Office Address	294/1D, 100 Feet Tadigadapa to Enikepadu Road, Tadigadapa, Vijayawada – 521 137, Andhra Pradesh
Contact Number	+91(0)866- 2429999
Fax Number	N.A.
Email id	cslegal-ho@apmdc.in
Website	www.apmdc.ap.gov.in

- ii. **Date of incorporation of the company:**

24.02.1961

- iii. **Business carried on by the company and its subsidiaries with the details of \branches or units:**

- a. The description of the Company's Principal Business Activities are as under:

Please refer the Details regarding the description of the Company's Principal Business Activities at "Section 7.6 (a)" of the General Information Document

- b. Details about the subsidiaries of the Company with the details of \branches or units:

Please refer the Details about the Subsidiaries of the company with the details of \ branches or units at "Section 7.6 (d)" of the General Information Document.

- iv. **Brief particulars of the management of the company**

- a. Details of Board of Directors of the Company & their profile

Please refer the Details regarding the directors of the Issuer at "Section 7.10" of the Key Information Document.

- b. Details of Key Management Personnel of the Company & their profile

Not Applicable

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

Please refer the Details regarding the directors of the Issuer at "Section 7.10" of the Key Information Document.

- vi. **Management's perception of risk factors:**

Please refer to "Section 6" of the Key Information Document for the Management's Perception of the Risk Factors

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

- (a) statutory dues

Please refer to “Section 7.17” of the Key Information Document for the details of default and non-payment of Statutory Dues.

(b) debentures and interest thereon

Not Applicable

(c) deposits and interest thereon

Not Applicable

(d) loan from any bank or financial institution and interest thereon

Nil

viii. Name, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process:

Name	Somu Siva Rama Krishna
Designation	Company Secretary and Compliance Officer
Address	294/1D, 100 Feet Tadigadapa to Enikepadu Road, Tadigadapa, Vijayawada – 521 137, Andhra Pradesh
Phone Number	0866-2429999
Email Id	cslegal-ho@apmdc.in

ix. Registrar of the Issue:

Registrar of the Issue	MUFG Intime India Private Limited (erstwhile known as Link Intime India Private Limited)
Contact Person	Ganesh Jadhav
Telephone Number	9910402901
Email ID	ganesh.jadhav@in.mpms.mufig.com

x. Valuation Agency: N.A.

xi. Auditors:

Statutory Auditor	M/s. M.N. Rao & Associates, Chartered Accountants
Contact Person	Mr. Santhosh Kumar
Telephone Number	+91 866 2480201
Email ID	audit@mnraoca.in

xii. Any Default in Annual filing of the company under the Companies Act, 2013 or the rules made thereunder:

Sr. No.	Annual Filing Forms to be Filed
1	Form AOC-4 XBRL financial year 2018-19
2	Form AOC-4 XBRL financial year 2019-20
3	Form AOC-4 XBRL financial year 2020-21
4	Form AOC-4 XBRL financial year 2021-22
5	Form AOC-4 XBRL financial year 2022-23
6	Form AOC-4 XBRL financial year 2023-24

2. PARTICULARS OF OFFER:

i. Financial position of the Company for the Last 3 Financial Years:

Please refer the Details about the Financial Position of the Company for the last 3 Years at “Section 7.8” of the General Information Document.

ii. Date of passing of Board Resolution:

Directors have given their consent by approving and passing board resolution dated 21.02.2025 (for issuance of NCDs)

iii. Date of passing of resolution in the general meeting, authorizing the offer of securities:

The Shareholders of the Company have approved an aggregate borrowing limits of the Company, including through issue of debentures under Section 180(1)(c) of the Companies Act, 2013.
Date of passing of resolution in the general meeting, authorizing the offer of securities is 21.02.2025.

iv. Kinds of securities offered (i.e. whether share or debenture) and class of security; the total numbers of shares or other securities to be issued:

Senior, Secured, Rated, Listed, Redeemable and Taxable Non-Convertible bonds (“NCD” or “Debentures” or “Bonds”); supported by Unconditional & Irrevocable guarantee from the Government of Andhra Pradesh (“GoAP”), in the form of a continuing obligation, for the timely servicing of the interest and principal in respect of such Debentures / Bonds OF FACE VALUE OF INR 1,00,000 (Indian Rupees One Lakh Only) each for cash at par, aggregating upto INR 8999,91,00,000/- (Indian Rupees Eight Thousand Nine Hundred Ninety Nine Crores and Ninety One lakhs Only) (“DEBT SECURITIES” / “NCDs”/ “DEBENTURES”) with a base issue size of INR 1999,98,00,000 (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs Only) along with green shoe option of INR 6999,93,00,000 (Indian Rupees Six Thousand Nine Hundred Ninety Nine Crores and Ninety Three Lakhs Only). The Issue Size would comprise of 9 Sub-Series (A to I) of sequentially redeemable Bonds in equal quarterly instalments.

The Issuer has accepted bids for subscription of Bonds for an aggregate amount of INR 3489,21,00,000 (Indian Rupees Three Thousand Four Hundred Eighty Nine Crores and Twenty One Lakhs only), comprising of a base issue size of INR 1999,98,00,000 (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs only) along with green shoe option of INR 1489,23,00,000 (Indian Rupees One Thousand Four Hundred Eighty Nine Crores and Twenty Three Lakhs Only).

v. Price at which the security is being offered including the premium, if any, along with justification of the price:

Face Value : INR 1,00,000/-

Premium : As determined by EBP Platform

Total (Justification): As determined by EBP Platform

vi. Name and address of the valuer who performed valuation of the security offered, and basis on which the price has been arrived at along with report of the registered valuer:

Not Applicable

vii. Relevant date with reference to which the price has been arrived at:

Not Applicable

viii. The class or classes of persons to whom the allotment is proposed to be made:

Allotment is proposed to be made to Eligible Investors.

Please refer to “ Section 8” of Key Information Document for details on Eligible Investors.

ix. Intention of Promoters, Directors or Key Managerial Personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer):

None

- x. The proposed time within which the allotment shall be completed:

Issue / Bid Open Date: 08.05.2025
Issue / Bid Closing Date: 08.05.2025
Pay-In Date: 09.05.2025
Deemed Date of Allotment: 09.05.2025

- xi. The names of the proposed allottees and the percentage of post private placement capital that may be held by them:

Not Applicable

- xii. The change in control, if any, in the company that would occur consequent to the private placement:

Not Applicable

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

Not Applicable

- xiv. The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer:

Not Applicable

- xv. Amount which the company intends to raise by way of proposed offer of securities:

In the nature of debentures of face value of INR 1,00,000 (Indian Rupees One Lakh Only) each for cash at par, aggregating upto INR 8999,91,00,000/- (Indian Rupees Eight Thousand Nine Hundred Ninety Nine Crores and Ninety One lakhs Only) ("DEBT SECURITIES" / "NCDs"/ "DEBENTURES") with a base issue size of INR 1999,98,00,000 (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs Only) along with green shoe option of INR 6999,93,00,000 (Indian Rupees Six Thousand Nine Hundred Ninety Nine Crores and Ninety Three Lakhs Only) The Issue Size would comprise of 9 Sub-Series (A to I) of sequentially redeemable Bonds in equal quarterly instalments.

The Issuer has accepted bids for subscription of Bonds for an aggregate amount of INR 3489,21,00,000 (Indian Rupees Three Thousand Four Hundred Eighty Nine Crores and Twenty One Lakhs only), comprising of a base issue size of INR 1999,98,00,000 (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs only) along with green shoe option of INR 1489,23,00,000 (Indian Rupees One Thousand Four Hundred Eighty Nine Crores and Twenty Three Lakhs Only).

- xvi. Terms of raising of securities - Duration, if applicable, rate of dividend or rate of interest, mode of payment and repayment:

Please refer to the annexed Term Sheet

- xvii. Proposed time schedule for which this offer document is valid:

Issue / Bid Open Date: 08.05.2025
Issue / Bid Closing Date: 08.05.2025
Pay-In Date: 09.05.2025
Deemed Date of Allotment: 09.05.2025

- xviii. Purposes and objects the offer:

Please refer to the annexed Term Sheet

- xix. Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects:

NIL

- xx. Principle terms of assets charged as security, if applicable:

Please refer to the annexed Term Sheet

- xxi. 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:

Please Refer "Section 7" of the General Information Document

- xxii. The pre-issue and post-issue shareholding pattern of the company:

Pre Issue : *Please refer "Section 7.9" of the General information Document*

Post Issue : There shall be no change in the shareholding pattern post issuance of Bonds

S. No.	Category	Pre-Issue		Post-Issue	
		No. of shares held	% of share holding	No. of shares held	% of share holding
A	Promoters' holding				
1	Indian	Part B	N.A.	N.A.	N.A.
	Individual	N.A.	N.A.	N.A.	N.A.
	Bodies Corporate	63,062	100%	NA	NA
	Sub-total	N.A.	N.A.	N.A.	N.A.
2	Foreign promoters	N.A.	N.A.	N.A.	N.A.
	Sub-total (A)	63,062	100%	NA	NA
B	Non-promoters' holding	N.A.	N.A.	N.A.	N.A.
1	Institutional investors	N.A.	N.A.	N.A.	N.A.
2	Non-institutional investors	N.A.	N.A.	N.A.	N.A.
	Private corporate bodies	N.A.	N.A.	N.A.	N.A.
	Director and relatives	N.A.	N.A.	N.A.	N.A.
	Indian public	N.A.	N.A.	N.A.	N.A.
	Others (including Non-resident Indians (NRIs))	N.A.	N.A.	N.A.	N.A.
	Sub-total (B)	N.A.	N.A.	N.A.	N.A.
	GRAND TOTAL (A+B)	63,062	100%	N.A.	N.A.

3. MODE OF PAYMENT FOR SUBSCRIPTION:

- Cheque
- Demand Draft
- Other Banking Channels ✓

4. DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION, ETC.:

- i. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons

NIL

- ii. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the issue of this offer document and any direction issued by such

Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed

Please refer to “Section 7.18” of this Key Information Document

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

Please refer to “Section 7.10 (c)” of this Key Information Document

- iv. Related party transactions entered during the last three financial years immediately preceding the year of issue of this offer document including with regard to loans made or, guarantees given or securities provided

Please refer Annexure D of this Key Information Document

- v. Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of issue of this offer document 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;

*Please refer to the Financials for FY22, FY23, FY24 and for the stub period ended December 31, 2024 annexed as – **Annexure E** of this Key Information Document.*

- vi. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act, 2013 or any previous company law in the last three years immediately preceding the year of issue of this offer document in the case of company and all of its subsidiaries, and if there were any prosecutions filed (whether pending or not), fines imposed, compounding of offences in the last three years immediately preceding the year of this offer document and if so, section-wise details thereof for the company and all of its subsidiaries

NIL

- vii. Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company.

NIL

5. FINANCIAL POSITION OF THE COMPANY:

- i. The capital structure of the company:

	Authorised Capital (In Rs.)	Issued Capital (In Rs.)	Subscribed Capital (In Rs.)	Paid Up Capital(In Rs.)
Number of Equity shares	1,00,000	63,062	63,062	63,062
Nominal amount per equity share	1,000	1,000	1,000	1,000
Total amount of equity shares	10,00,00,000	6,30,62,000	6,30,62,000	6,30,62,000

- ii. Size of the present offer: Upto INR 8999,91,00,000/- (Indian Rupees Eight Thousand Nine Hundred Ninety-Nine Crores and Ninety-One lakhs Only)(Includes green shoe option of INR 6999,93,00,000 (Indian Rupees Six Thousand Nine Hundred Ninety-Nine Crores and Ninety Three Lakhs Only).

The Issuer has accepted bids for subscription of Bonds for an aggregate amount of INR 3489,21,00,000 (Indian Rupees Three Thousand Four Hundred Eighty Nine Crores and Twenty One Lakhs only), comprising of a base issue size of INR 1999,98,00,000 (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs only) along with green shoe option of INR 1489,23,00,000 (Indian Rupees One Thousand Four Hundred Eighty Nine Crores and Twenty Three Lakhs Only).

- iii. Paid up capital : INR 6,30,62,000 /- (Indian Rupees Six Crore Thirty Lakh and sixty-Two Thousand)
- After the offer:
No change
 - After conversion of convertible instruments (if applicable);
Not Applicable
 - Share premium account (before and after the offer)
Not Applicable

- iv. The details of the existing share capital of the issuer company in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration:

Please refer "Section 7.9" of the General Information Document

- v. The number and price at which each of the allotments were made in the last one year preceding the date of the this offer document:

No Allotments were made in the last one year preceding the date of the private placement offer cum application letter:

- vi. Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of issue of private placement offer cum application letter:

Please refer the Details about the Financial Position of the Company for the last 3 Years at "Section 7.8" of the General Information Document.

- vii. Dividends declared by the company in respect of the said three financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid):

Details	FY-24	FY-23	FY-22
Dividend Declared by the Company	N.A.	N.A.	N.A.
Interest Coverage Ratio			
*Standalone	19.67	10.54	24.56
*Consolidated	19.67	10.54	24.56

- viii. A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue of private placement offer cum application letter:

Please refer the Details about the Financial Position of the Company for the last 3 Years at "Section 7.8" of the General Information Documents

- ix. Audited Cash Flow statement for the three years immediately preceding the date of issue of private placement offer cum application letter:

Please refer the Details about the Financial Position of the Company for the last 3 Years at "Section 7.8" of the General Information Document.

- x. Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company:

There is no change in accounting policies in last three financial years.

6. A DECLARATION BY THE DIRECTORS THAT

- the company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder
- the compliance with the said Act and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or debentures, if applicable, is guaranteed by the Central Government; and

- iii. the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter;

I am authorised by the Board of Directors of the company vide resolution number 18 dated 21st February 2025 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 the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

Date: 6th May 2025

Place: Vijayawada

Attachments:

- Copy of Board resolution
- Copy of shareholder's resolution
- Terms of Issue
- Valuation Report.
- Cash Flow Statements
- Application Form

- (j) **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:**

- i) Gestation Period of the project: 1-2 years
- ii) Deadlines for completion of the project: The project will start in FY27 and will be ongoing for 10-50 years
- iii) Summary of the project appraisal report (if any):

APMDC has conceptualized a program to significantly expand its operations in the minor minerals sector. As a State-Govt. owned nodal mining company, APMDC has been given access for extraction of minor minerals across the state such as

- a. Granite Leases:** There are over 320 deposits, covering an extent of almost 1,600 Ha., in Govt. land, containing various types of granite viz., Black Galaxy Granite, Black Granite & Color Granite.
- b. Building Materials:** Over 100 deposits of building material, spanning over 400 Ha., have already been identified in Govt. land in Andhra Pradesh.
- c. Quartz/Quartzite/Silica Sand:** Close to 30 deposits of Quartz/Quartzite/Silica Sand, over an extent of ~180 Ha., have already been identified in Govt. land in Andhra Pradesh.
- d. Others:** In addition to the above, there are more than 30 deposits of various other minor minerals, including Dolomite, Pyrophilite, Barytes, Mosaic Chips, Clay etc. with a total extent of ~240 Ha. of Govt. land.

APMDC intends to pursue with the State Govt. to obtain preferential allocation of the above minor mineral deposits and subsequently take up their development & operations, so as to increase its portfolio of projects & augment revenues.

- iv) Schedule of implementation of the project:

Statutory Clearance	Authority	Target Timelines
Issue of Letter Intent (LoI)	Mines Department, GoAP	End of June 2025
Approved Mining Plan (AMP)	Mines Department, GoAP	End of Aug 2025
Environmental Clearance (EC)	State Environment Impact Assessment Authority (SEIAA)	End of Feb 2026
Consent to Establish (CTE)	AP Pollution Control Board	End of Mar 2026
Grant of Lease	Mines Department, GoAP	End of Apr 2026
Consent to Operate (CTO)	AP Pollution Control Board	End of May 2026

7.29 If the proceeds from the Debentures will be utilized for:

S. No.	Particulars	Whether Applicable
1.	<p>If the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or is to be applied directly or indirectly:</p> <p>(i) in the purchase of any business; or</p> <p>(ii) in the purchase of an interest in any business and by reason of that purchase, or anything to be done in consequence thereof, or in connection therewith, the company shall become entitled to an interest in either the capital or profits and losses or both, in such business exceeding fifty per cent. thereof, a report made by a chartered accountant (who shall be named in the issue document) upon:</p> <p>A. the profits or losses of the business for each of the three financial years immediately preceding the date of the issue of the issue document; and</p> <p>B. the assets and liabilities of the business as on the latest date to which the accounts of the business were made up, being a date not more than one hundred and twenty days before the date of the issue of the issue document.</p>	N.A
2.	In purchase or acquisition of any immoveable property including indirect acquisition of immoveable property for which advances have been paid to third parties	N.A.
3.	<p>If:</p> <p>(i) the proceeds, or any part of the proceeds, of the issue of the debt securities/non-convertible redeemable preference shares are or are to be applied directly or indirectly and in any manner resulting in the acquisition by the company of shares in any other body corporate; and</p> <p>(ii) by reason of that acquisition or anything to be done in consequence thereof or in connection therewith, that body corporate shall become a subsidiary of the company, a report shall be made by a Chartered Accountant (who shall be named in the issue document) upon</p> <p>A. the profits or losses of the other body corporate for each of the three financial years immediately preceding the issue of the issue document; and</p> <p>B. the assets and liabilities of the other body corporate as on the latest date to which its accounts were made up.</p>	N.A.

7.30 The broad lending and borrowing policy including summary of the key terms and conditions of the term loans such as re-scheduling, prepayment, penalty, default; and where such lending or borrowing is between the Issuer and its subsidiaries or associates, matters relating to terms and conditions of the term loans including re-scheduling, prepayment, penalty, default:

Key Terms	Particulars
Re-scheduling	

Prepayment	2.00 % of the pre-paid amount. However, pre-payment charges will not be levied on the following instances: a. In case payment has been made out of cash sweep/ insurance proceeds, b. Payment at the instance of lenders, c. Loans prepaid out of higher cash accruals from the project / equity infusion by promoters and d. In the instances where the bank has strategically decided to exit from the exposure
Penalty	In case of non-payment of interest and installment on the date when it falls due penal interest @5.00% p.a. on the irregular portion for the period of irregularity will be charged. Penal interest @1 % p.a. will be charged on entire outstanding loan amount from the date of execution of standalone documents (wherever applicable), if the perfection of security is not completed within stipulated timeline allowed of 06 months.
Default	As stated above under the head “Penalty”

There is no lending or borrowing between the Issuer and its subsidiaries or associates.

- 7.31 The aggregate number of securities of the issuer company and its subsidiary companies purchased or sold by the promoter group, and by the directors of the company which is a promoter of the issuer company, and by the directors of the issuer company and their relatives, within six months immediately preceding the date of filing the issue document with the Registrar of Companies.**

N.A.

- 7.32 Reference to the relevant page number of the audit report which sets out the details of the related party transactions entered during the three financial years immediately preceding the issue of issue document.**

Financial year/ Period ended	Page number from the consolidated financials	Page number from the standalone financials
FY 2021-22	Page 64	Page 69
FY 2022-23	Page 65	Page 66
FY 2023-24	Page 71	Page 74
Stub period ended December 31, 2024	Page 49	Page 60

- 7.33 The summary of reservations or qualifications or adverse remarks of auditors in the three financial years immediately preceding the year of issue of issue document, 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 remarks.**

Please refer to the Financials for FY22, FY23, FY24 and for the stub period ended December 31, 2024 annexed as – **Annexure E** of this Key Information Document.

- 7.34 The details of (A) any inquiry, inspections or investigations initiated or conducted under the securities laws or Companies Act, 2013 or any previous companies law; (B) prosecutions filed, if any (whether pending or not); and (C) fines imposed or offences compounded, in the three years immediately preceding the year of issue of issue document in the case of the issuer being a company and all of its subsidiaries.**

NIL

- 7.35 The details of acts of material frauds committed against the issuer in the preceding three financial years and current financial year, if any, and actions taken by the issuer.**

NIL

7.36 Rights of Debenture Holders

The rights, privileges and conditions attached to the Debt Securities may be varied, modified and/or abrogated with the consent in writing of the Debt Security Holders holding at least fifty one percent of the outstanding amount of the Debt Securities or with the sanction of special resolution passed at a meeting of the concerned Debt Security Holders, provided that nothing in such consent or resolution shall be operative against the Issuer, where such consent or resolution modifies or varies the terms and conditions governing the Debt Securities, if the same are not acceptable to the Issuer.

The registered Debt Security Holder shall be entitled to vote in respect of such Debt Securities, either in person or by proxy, at any meeting of the concerned Debt Security Holders and every such holder shall be entitled to one vote on a show of hands and on a poll, his/her voting rights shall be in proportion to the outstanding nominal value of Debt Securities held by him/her on every resolution placed before such meeting of the Debt Security Holders.

The Debt Securities are subject to the provisions of the Debenture Trust Deed and the terms of the Issue Document. Over and above such terms and conditions, the Debt Securities shall also be subject to other terms and conditions as may be incorporated in the Debenture Trust Deed / Debenture Trustee Agreement/ letters of allotment/ debenture certificates, guidelines, notifications and regulations issued from time to time by the Government of India and/or other authorities and other documents that may be executed in respect of the Debt Securities.

8. ISSUE PROCEDURE

The Issuer proposes to issue each series/ tranche (as applicable) of the Debt Securities on the terms set out in this Key Information Document subject to the provisions of the SEBI Debt Regulations, the SEBI LODR Regulations and other terms and conditions as may be incorporated in the relevant Debt Security Trust Deed. This section applies separately to the issue of each series/ tranche (as applicable) of the Debt

Who Can Bid/Apply/Invest

All applicants are required to comply with the relevant regulations/ guidelines applicable to them for investing in the Issue as per the norms approved by Government of India, RBI or any other statutory body from time to time, including but not limited to SEBI Master Circular. The contents of the Issue Document and any other information supplied in connection with the Issue Document, or the Debt Securities are intended to be used only by those investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced or disseminated by the recipient.

The Issue will be under the electronic book mechanism as required in terms of the SEBI Master Circular.

However, out of the aforesaid class of investors eligible to invest, the Issue Document is intended solely for the use of the person to whom it has been sent by the Issuer for the purpose of evaluating a possible investment opportunity by the recipient(s) in respect of the securities offered herein, and it is not to be reproduced or distributed to any other persons (other than professional advisors of the prospective investor receiving the Issue Document from the Issuer).

8.1 Documents to be provided by successful bidders

Investors need to submit the certified true copies of the following documents, along with the application form, as applicable:

- (a) Articles and Memorandum of Association/ Constitution/ Bye-laws;
- (b) Board Resolution authorizing the investment and containing operating instructions;

- (c) Power of Attorney/ relevant resolution/authority to make application;
- (d) Specimen signatures of the authorized signatories (ink signed), duly certified by an appropriate authority;
- (e) Copy of Permanent Account Number Card (“**PAN Card**”) issued by the Income Tax Department;
- (f) Necessary forms for claiming exemption from deduction of tax at source on interest on application money, wherever applicable.

8.2 How to bid

Eligible Investors should refer the SEBI master circular dated May 22, 2024, bearing reference SEBI/HO/DDHS/PoD1/P/CIR/2024/54 (“**SEBI Master Circular**”) for issuance of debt securities on private placement basis through an electronic book mechanism as available on web site of the relevant stock exchange. Eligible Investors will also have to complete the mandatory KYC verification process. Eligible Investors should refer to the EBP Guidelines of the relevant stock exchange. The Application Form will be filled in by each Investor. Applications for the Debt Securities must be in the prescribed form (enclosed) and completed in BLOCK LETTERS in English as per the instructions contained therein.

- (a) The details of the Issue shall be entered on the EBP platform to be used by the Issuer for the respective Tranche or Issuance within the applicable timelines in accordance with the SEBI Master Circular.
- (b) The Issue will be open for bidding for the duration of the bidding window that would be communicated through the Issuer’s bidding announcement on the EBP Platform, before the start of the Issue / Bid Opening Date within the applicable timelines in accordance with the SEBI Master Circular.
- (c) A bidder will enter the bid amount while placing their bids in the EBP Platform.

Some of the key guidelines in terms of the current SEBI master Circular on issuance of securities on private placement basis through an electronic book mechanism, are as follows:

8.3 Modification of Bid:

Investors may note that modification of bid is allowed during the bidding period / window. However, in the last 10 (ten) minutes of the bidding period / window, revision of bid is only allowed for improvement of price and/or upward revision of the bid amount placed by the investor.

8.4 Cancellation of Bid

Investors may note that cancellation of bid is allowed during the bidding period / window. However, in the last 10 (ten) minutes of the bidding period / window, no cancellation of bids is permitted.

8.5 Multiple Bids

Eligible Investors are permitted to place multiple bids on the EBP platform in line with the SEBI Master Circular.

8.6 Withdrawal of Issue

The Issuer may, at its discretion, may withdraw from the issue process on the following conditions:

- (i) Non receipt of the bids upto the base issue size;
- (ii) Bidder has defaulted on payment towards allotment, within the stipulated time frame, due to which the Issuer is unable to fulfil the base issue size;

- (iii) cut-off yield (i.e. the highest yield at which a bid is accepted) in the issue is higher than the estimated cut-off yield (i.e. the yield estimated by the Issuer, prior to opening of issue) disclosed to the EBP, where the base issue size is fully subscribed.

Disclosure of estimated cut-off yield on the EBP platform to the eligible participants, pursuant to closure of the Issuer.

Provided that, in case an issuer withdraws issues on the EBP platform because of the cut-off yield being higher than the estimated cut-off yield, the EBP shall mandatorily disclose the estimated cut-off yield to the eligible participants.

However, the Eligible Investors should refer to the SEBI Master Circular as prevailing on the date of the bid.

8.7 Manner of Bidding

The Issue will be through book bidding on the EBP platform as mentioned in the section titled 'Issue Details' under this Key Information Document in line with SEBI Master Circular.

8.8 Method of Allotment

The allotment will be done on multiple yield basis in line with SEBI Master Circular.

8.9 Right to accept or reject bids

The Issuer reserves full, unqualified and absolute right to accept or reject any bid(s), in part or in full, without assigning any reason thereof and to make provisional / final allocations at its absolute discretion.

The application forms that are not complete in all respects are liable to be rejected and would not be paid any interest on the application money. Application would be liable to be rejected on one or more technical grounds, including but not restricted to:

- (a) Number of Debt Securities applied for is less than the minimum application size;
- (b) Application money received not being from the Issuer account of the person/entity subscribing to the Debt Securities or from the Issuer account of the person/ entity whose name appears first in the Application Form, in case of joint holders;
- (c) Issuer account details of the Applicants not given;
- (d) Details for issue of Debt Securities in dematerialized form not given;
- (e) PAN/GIR and IT circle/Ward/District not given;
- (f) In case of applications under power of attorney by limited companies, corporate bodies, trusts, etc. relevant documents not submitted;

In the event, if any Debt Securities applied for is/ are not allotted in full, the excess application monies of such Debt Securities will be refunded, as may be permitted.

8.10 How to fill the Application Form

- (a) Applications should be for the number of Debt Securities applied by the Applicant. Applications not completed in the said manner are liable to be rejected.
- (b) The name of the applicant's bank, type of account and account number must be filled in the Application Form.

- (c) The Applicant or in the case of an application in joint names, each of the Applicant, should mention his/her PAN allotted under the Income -Tax Act, 1961 or where the same has not been allotted, the GIR No. and the Income tax Circle/Ward/District. As per the provision of Section 139A (5A) of the Income Tax Act, PAN/GIR No. needs to be mentioned on the certificates. Hence, the investor should mention their PAN/GIR No. Application Forms without this information will be considered incomplete and are liable to be rejected.
- (d) All applicants are requested to tick the relevant column “Category of Investor” in the Application Form. Public/ private/ religious/ charitable trusts, provident funds and other superannuation trusts and other investors requiring “approved security” status for making investments. These are not approved securities as defined under the Insurance Act, 1938.

Applications should be for the number of Debt Securities applied by the Applicant. Applications not completed in the said manner are liable to be rejected. The name of the applicant’s bank, type of account and account number must be filled in the Application Form. This is required for the applicant’s own safety and these details will be printed on the refund orders and interest/ redemption warrants.

For further instructions about how to make an application for applying for the Debt Securities and procedure for remittance of application money, please refer to the Issue Details and the Application Form.

8.11 Terms of Payment

The full-face value of the Debt Securities applied for is to be paid along with the Application Form. Eligible Investor(s) need to send in the Application Form and the details of NEFT/RTGS for the full value of Debt Securities applied for.

8.12 Force Majeure

The Issuer reserves the right to withdraw the Issue prior to the Issue / Bid Closing Date in accordance with the SEBI Master Circular, in the event of any unforeseen development adversely affecting the economic and regulatory environment or otherwise.

8.13 Who can apply

The Eligible Investors as identified under this Key Information Document to be issued by the Issuer for the respective Tranche. The bidders should be registered/enrolled with the relevant EBP Platform. All the registered and eligible participants are required to update the necessary bank account and demat details before participating in the bidding process on relevant EBP Platform.

8.14 Application Procedure

Eligible Investors may apply through the relevant EBP Platform through electronic book mechanism in line with the SEBI Master Circular, as amended from time to time.

The settlement procedure shall be in accordance with the SEBI Master Circular read with relevant EBP Guidelines:

- (a) Pay-in towards the allotment of Debt Securities shall be done from the account of the bidder to whom allocation is to be made;
- (b) Pay in shall be done through clearing corporation as intimated by the EBP to the bidder.

8.15 Applications under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories and the tax exemption certificate/document, if any, must be lodged along with the submission of the completed Application Form. Further modifications/ additions in the power of attorney or authority should be notified to the

Issuer or to the Registrars or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

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

8.16 Application by Mutual Funds

In case of applications by Mutual Funds, a separate application must be made in respect of each scheme of an Indian Mutual Fund registered with SEBI and such applications will not be treated as multiple applications, provided that the application made by the asset management company/ trustees/ custodian clearly indicate their intention as to the scheme for which the application has been made.

The application forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

- (a) SEBI registration certificate
- (b) Resolution authorizing investment and containing operating instructions
- (c) Specimen signature of authorized signatories

8.17 Application by Provident Funds, Superannuation Funds and Gratuity Funds

The applications must be accompanied by certified true copies of

- (a) Trust deed / bye laws /resolutions
- (b) Resolution authorizing investment
- (c) Specimen signatures of the authorized signatories

Those desirous of claiming tax exemptions on interest on application money are required to submit a certificate issued by the Income Tax officer along with the Application Form. For subsequent interest payments, such certificates have to be submitted periodically.

8.18 Acknowledgements

No separate receipts will be issued for the application money. However, the Issuer receiving the duly completed Application Form will acknowledge receipt of the application by stamping and returning to the applicant the acknowledgement slip at the bottom of each Application Form.

8.19 Basis of allocation

The Debt Securities shall be allocated in accordance with applicable SEBI regulations, the provisions of the SEBI Master Circular of the Stock Exchange and other Applicable Laws.

8.20 Date of Subscription

The Date of Subscription shall be the date of realization of proceeds of subscription money in the Designated Bank Account of relevant clearing corporation.

8.21 Signatures

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

8.22 Nomination Facility

Only individuals applying as sole applicant/joint applicant can nominate, in the prescribed manner, a person to whom his Debt Securities shall vest in the event of his death. Non-individuals including holders of power of attorney cannot nominate.

8.23 Eligible Investors

All Eligible Investors (as identified under this Key Information Document) are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debt Securities.

Note: Participation by potential investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

8.24 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL/ CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debt Securities in Electronic/Dematerialised Form".
- (c) Debt Securities allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debt Securities, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debt Securities in Electronic/ Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debt Securities, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Holders whose names appear on the list of beneficial owners maintained by the Registrar as on the Record Date. In case of those Debt Securities for which the beneficial owner is not identified in the records of the Registrar as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by

the Registrar and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.25 Depository Arrangements

The Issuer has made necessary depository arrangements with NSDL and CDSL for the Issue and holding of Debentures in the dematerialised form by investors. In this context, the Issuer has signed tripartite agreements as under:

- (a) Tripartite Agreement between the Issuer, the Registrar and Transfer Agent and NSDL for offering Depository option to the investors.
- (b) Tripartite Agreement between the Issuer, the Registrar and Transfer Agent and CDSL for offering Depository option to the investors.

8.26 Documents to be provided by Investors

Investors need to submit the following documents, as applicable:

- (a) Memorandum and Articles of Association/ Constitution/ Bye-laws/ Trust Deed/Statute (in case of a statutory body);
- (b) Resolution authorising investment
- (c) Power of Attorney to custodian
- (d) Specimen signatures of the authorised signatories
- (e) SEBI registration certificate (for Mutual Funds and Foreign Portfolio Investors)
- (f) Government notification (in case of primary co-operative Issuer and regional rural Issuers);
- (g) Form 15 AA for investors seeking exemption from Tax deduction at source from interest on the application money
- (h) Copy of PAN card, if any; and
- (i) Application Form (including RTGS/ NEFT details)

8.27 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank.

8.28 List of Beneficial Owners

The Issuer shall request the Depository to provide a list of Beneficial Owners as at the end of the Record Date. This shall be the list, which shall be considered for payment of the Redemption Premium and Redemption Amount, as the case may be.

8.29 Succession

In the event of winding-up of the holder of the Debt Security(s), the Issuer will recognize the executor or administrator of the concerned Holder(s), or the other legal representative as having title to the Debt Security(s). The Issuer shall not be bound to recognize such executor or administrator or other legal representative as having title to the Debt Security(s), unless such executor or administrator obtains probate or letter of administration or other legal representation, as the case may be, from a court having jurisdiction over the matter.

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of probate or letter of administration or other legal representation, in order to recognize such holder as being entitled to the Debt Security(s) standing in the name of the concerned Holder on production of sufficient documentary proof and/or an indemnity.

9. OTHERS

- (a) **Right of holder(s)**

Holder is not a shareholder. The Holders will not be entitled to any rights and privilege of shareholders other than those available to them under statutory requirements. The Debt Security(s) shall not confer upon the holders the right to receive notice, or to attend and vote at the general meetings of the Issuer. The principal amount and interest on the Debt Securities will be paid to the registered Holders only and in case of Joint Holders, to the one whose name stands first.

Besides the above, the Debt Securities shall be subject to the provisions of the terms of this Issue and the other terms and conditions as may be incorporated in the Debenture Trustee Appointment Agreement and other documents that may be executed in respect of these Debt Securities.

(b) Modification of Rights

The rights, privileges, terms and conditions attached to the Debt Securities may be varied, modified or abrogated by the Issuer, with the consent, in writing, of those Holders who hold at least three fourth of the outstanding amount of the Debt Securities or with the sanction accorded pursuant to a special resolution passed at a meeting of the Holders, provided that nothing in such consent or resolution shall be operative against the Issuer where such consent or resolution modifies or varies the terms and conditions of the Debt Securities, if the same are not acceptable to the Issuer.

Further, the Issuer shall be entitled (without obtaining a prior approval from the Holders) to make any modifications in Key Information Document which in its opinion is of a formal, minor or technical nature or is to correct a manifest error.

(c) Future Borrowings

The Company will be entitled to borrow/raise loans or avail of financial assistance in whatever form as also to issue debentures/ bonds/other securities in any manner by creating a charge on any assets, subject to applicable consents, approvals or permissions that may be required under any statutory/regulatory/contractual requirement as may be required under applicable law or existing financing agreements, including any intimation, if applicable under the Transaction Documents, provided stipulated security cover is maintained on the bonds and after obtaining the consent of, or intimation to, the Bond Holders or the Debenture Trustee and compliance with other terms of the Transaction Documents.

(d) Notices

All notices to the Holder(s) required to be given by the Issuer or the Trustee from time to time, shall be deemed to have been given if sent by registered post/ by courier/by email to the sole/ first holder or the sole/ first Beneficial Owner of the Debt Securities or registered email id of such holder, as the case may be, or if published in Mumbai.

All notice(s) to be given by the Holder(s) shall be sent by registered post or by hand delivery to the Issuer to the following address:

Managing Director, APMDC,
294/1D, 100 Feet Tadigadapa to Enikepadu Road,
Tadigadapa, Vijayawada – 521137, Andhra Pradesh

(e) Minimum subscription

Minimum subscription of INR 9 lakhs (comprising 1 Bond of INR 1 lakh face value in each Sub-Series A to I) and in multiples thereof.

(f) Underwriting

The issue is not underwritten. Hence, not applicable

(g) **Letter(s) of Allotment / Debt Securities Certificate(s) /Refund Order (s)/Issue of Letter(s) of Allotment**

The Issuer shall allot the Debt Securities in dematerialized form within 1 (one) working days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period.

(h) **Issue of Debt Securities Certificate(s)**

The Issuer shall allot the Debt Securities in dematerialized form within 1 (one) working days from the Deemed Date of Allotment and ensure completion of all statutory formalities as required for such dematerialized credit within the said time period. The Debt Securities since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depository Act, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other Applicable Laws and rules notified in respect thereof. The Debt Securities shall be allotted in dematerialized form only.

(i) **Trading of Debt Securities**

The marketable lot for the purpose of trading of Debt Securities shall be 1 (one) Debt Security of face value of INR 1,00,000/- (Indian Rupees one lakh each. Trading of Debt Securities would be permitted in demat mode only in standard denomination of INR 1,00,000/- (Indian Rupees one lakh only) and such trades shall be cleared and settled in recognized stock exchange(s) subject to conditions specified by SEBI. In case of trading in Debt Securities which has been made over the counter, the trades shall be reported on a recognized stock exchange having a nationwide trading terminal or such other platform as may be specified by SEBI.

(j) **Mode of Transfer of Debt Securities**

The Debt Securities shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the CDSL/NSDL/Depository Participant of the transferor/transferee and any other Applicable Laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debt Securities held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/ redemption will be made to the person whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Issuer.

Transfer of Debt Securities to and from NRIs/ OCBs, in case they seek to hold the Debt Securities and are eligible to do so, will be governed by the prevailing guidelines of RBI.

(k) **Common Form of Transfer**

The Issuer undertakes that it shall use a common form/procedure for transfer of Debt Securities issued under terms of this Key Information Document.

(l) **Interest on Application Money**

Not applicable.

(m) **Interest on the Debt Securities**

The face value of the Debt Securities outstanding shall carry interest at the Coupon Rate from deemed date of allotment and the Coupon Rate & frequency of payment (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) are mentioned at summary term sheet.

Interest or other benefits with respect to the Debt Securities would be paid to those Investors whose names appear on the list of beneficial owners given by the depository participant to R&TA as on the Record Date. In case the beneficial owner is not identified by the depository on the Record Date due to any reason whatsoever, the Issuer shall keep in abeyance the payment of interest or other benefits, till such time the beneficial owner is identified by the depository and intimated to the Issuer and such amount shall be paid within 15 (fifteen) working days of the date of receipt of such intimation. The Issuer will not pay interest or any amount in whatever name for the intervening period from Record Date to the actual date of payment of interest,

The interest payment shall be made through electronic mode to the Holders whose names appear on the list of beneficial owners given by the depository participant to R&TA as on the record date fixed by Issuer in the bank account which is linked to the demat of the Holder.

However, in absence of complete bank details i.e. correct/updated bank account number, IFSC/RTGS code /NEFT code etc., the Issuer shall not be liable for any additional costs or interest on account of delay. Further, in such cases the Issuer shall make payment through cheques / DDs on the due date at the sole risk of the Holders.

(n) **Right to further issue under the ISINs**

The Issuer reserves right to effect multiple issuances under the same ISIN in accordance with the SEBI Debt Regulations. The Issue can be made either by way creation of a fresh ISIN or by way of issuance under the existing ISIN at premium, par or discount as the case may be in line with the SEBI Debt Regulations.

(o) **Right to Re-purchase, Re-issue or Consolidate the Debt Securities**

The Issuer will have power, exercisable at its sole and absolute discretion from time to time, to re-purchase a part or all of its Debt Securities from the secondary markets or otherwise, at any time prior to the Redemption Date, subject to Applicable Law and in accordance with the applicable guidelines or regulations, if any.

In the event of a part or all of the Issuer's Debt Securities being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Issuer shall have and shall be deemed always to have had, the power to re-issue the Debt Securities either by re-issuing the same Debt Securities or by issuing other debt securities in their place. The Issuer shall have right to consolidate the Debt Securities under present series in accordance with Applicable Law.

Further the Issuer, in respect of such re-purchased or re-deemed Debt Securities shall have the power, exercisable either for a part or all of those Debt Securities, to cancel, keep alive, appoint nominee(s) to hold or re-issue at such price and on such terms and conditions as it may deem fit and as permitted under the ISIN circulars or by laws or regulations.

(p) **Deduction of Tax at Source**

All payments to be made by the Issuer to the Holders under the Transaction Documents shall be made free and clear of and without deduction for or on account of taxes, except as required under the Income Tax Act, 1961, in the case of payment of interest under any Transaction Document or any interest to be paid on the withheld premium or any other amount payable in relation to the Debt Securities, as applicable. Provided that, the Issuer within the time stipulated under Applicable Laws delivers to the Trustee/ Holders tax withholding or tax deduction certificates in respect of such withholding or deduction made in any Fiscal Year, evidencing that such deducted taxes or withholdings have been duly remitted to the appropriate Governmental Authority.

If the Issuer is required to make a tax deduction, it shall make that tax deduction, and any payment required in connection with such tax deduction within the time allowed and in the minimum amount required by Applicable Law.

(q) **Deemed Date of Allotment**

All benefits under the Debt Securities including payment of interest will accrue to the Holders from and including the respective Deemed Date of Allotment. The actual allotment of Debt Securities may take place on a date other than the Deemed Date of Allotment. In case if the issue closing date/pay-in dates is/are changed (pre-poned/ postponed), the Deemed Date of Allotment may also be changed (pre -pond/ postponed) by the Issuer at its sole and absolute discretion.

(r) **PAN Number**

Every applicant should, if applicable, mention its Permanent Account Number (“**PAN**”) allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

10. DISPUTES & GOVERNING LAW

The Debt Securities are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the sole jurisdiction of courts of Vijaywada, Amravati and Mumbai.

11. DISCLOSURES PERTAINING TO WILFUL DEFAULT (IF ANY)

In case of listing of debt securities made on private placement, the following disclosures shall be made:

- (a) Name of the bank declaring the entity as a wilful defaulter: NIL
- (b) The year in which the entity is declared as a wilful defaulter: NIL
- (c) Outstanding amount when the entity is declared as a wilful defaulter: NIL
- (d) Name of the entity declared as a wilful defaulter: NIL
- (e) Steps taken, if any, for the removal of the director of the Issuer from the list of wilful defaulters: NIL
- (f) Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: NIL
- (g) Any other disclosure as specified by the Board of the Issuer: NIL

12. UNDERTAKINGS

- (a) The Issuer hereby agrees and confirms that the permission or consent to create *pari-passu* charge on the assets of the Issuer has been obtained from the existing creditors/lenders/existing debenture trustee;
- (b) The Issuer hereby undertakes that the assets on which the charge or security has been created to meet the hundred percent security cover or higher security cover is free from any encumbrances and in case the assets are encumbered, the permissions or consent to create any further charge on the assets has been obtained from the existing creditors to whom the assets are charged, prior to creation of the charge.
- (c) The Issuer hereby undertakes that necessary documents for the creation of charge, where applicable, including Debt Security Trust Deed would be executed within time-frame prescribed in the Applicable Laws and the same would be uploaded on website of the designated stock exchange, where the debt securities will be listed.

13. OTHER DISCLOSURES

- (a) Debt Securities shall be considered as secured only if the charged asset is registered with sub-registrar and registrar of companies or Central Registry of Securitisation Asset Reconstruction and Security Interest or depository etc., as applicable or is independently verifiable by the Debenture Trustee;
- (b) 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:

Fees charged by the Debenture Trustee:

For the purpose of this Issue, the Issuer has agreed to pay to the Bond Trustee sums of Rs 4,00,000/- as the one-time acceptance fee and Rs 4,00,000/- as the annuity fee payable per annum. Terms and conditions of appointment of the Debenture Trustee and the due diligence to be carried out by the Debenture Trustee are further specified in the Debenture Trustee Agreement dated 11.03.2025

Details of security to be created: Please refer to Section 14 of this Key Information Document.

The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the holder(s) of the Debentures and shall further conduct itself, and comply with the provisions of all Applicable Laws, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Debenture Trustee. The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of Companies Act, 2013, SEBI Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trusteeship Agreement, Debenture Trust Deed, Key Issue Document and all other related Transaction Documents, with due care, diligence and loyalty.

The Debenture Trustee shall be vested with the requisite powers for protecting the interest of holder(s) of the Debentures. The Debenture Trustee shall ensure disclosure of all material events on an on-going basis.

The Debentures shall be considered as secured only if the charged asset is registered with the sub-registrar, registrar of companies, CERSAI or depository, as applicable, or is independently verifiable by the Debenture Trustee.

- (c) Due Diligence Certificate – As per the **Annexure J**

14. ISSUE DETAILS**Summary of Key Terms**

Issuer	The Andhra Pradesh Mineral Development Corporation Limited (APMDCL/ Company/ Issuer) is a company within the meaning of the Companies Act 2013, wholly owned by State Government of Andhra Pradesh and is primarily engaged in mining and mineral exploration activities.
Security Name	APMDC Bonds 2025-26
Series	Series I – 2025-26
Business Model	APMDCL is the nodal company of the State of Andhra Pradesh and has been granted the rights for mining and exploration of valuable minerals both within and outside the State of Andhra Pradesh. APMDCL, though fully equipped to carry out integrated mining operations is presently following a model where the mining operations are delegated to

	<p>a selected Mine Developer and Operator (MDO) on a contractual basis after the APMDCL provides them with the mining land free of encumbrances.</p> <p>At present the Company is active in mining Barytes Mineral, along with minor minerals such as Granite, Ball Clay etc. It has also forayed into mining of thermal coal, coking coal, Beach Sand Minerals, Iron ore giving itself a well-diversified product mix.</p> <p>The Company is pursuing an expansion strategy for extraction of minerals from beach sand which has got abundant potential across the State of Andhra Pradesh apart from augmenting its coal mining capacity.</p> <p>The augmentation of capacity for production of minor minerals is being proposed to be implemented through acquisition of quarry leasehold rights and mining rights over 436 new minor mines from the State Government of Andhra Pradesh.</p>
Guarantor	State Government of Andhra Pradesh
Type of Instrument	Senior, Secured, Rated, Listed, Redeemable and Taxable Non-Convertible Debentures (“NCD” or “Debentures” or “Bonds”); supported by Unconditional & Irrevocable guarantee from the State Government of Andhra Pradesh (“GoAP”), in the form of a continuing obligation, for the timely servicing of the interest and principal in respect of such Debentures / Bonds.
Nature and status of Bonds	Secured
Seniority	Senior
Issuance Mode	Private Placement
Issue Size	<p>INR 1,999.98 crores with a green shoe option to retain over subscription of INR 6,999.93 crores i.e. aggregate Issue size of INR 8999.91 crores.</p> <p>The Issuer has accepted bids for subscription of Bonds for an aggregate amount of INR 3489,21,00,000 (Indian Rupees Three Thousand Four Hundred Eighty Nine Crores and Twenty One Lakhs only), comprising of a base issue size of INR 1999,98,00,000 (Indian Rupees One Thousand Nine Hundred Ninety Nine Crores and Ninety Eight Lakhs only) along with green shoe option of INR 1489,23,00,000 (Indian Rupees One Thousand Four Hundred Eighty Nine Crores and Twenty Three Lakhs Only).</p>
Option to retain oversubscription (Amount)	INR 6,999.93 crores, out of which issuer has retained over subscription of INR 1489.23 crores.
Issuance in one or more tranches	<p>The aggregate issue size of INR 8999.91 crores as above can be mobilized in one or more tranches by the Issuer. The Bonds issued under each tranche would have inter-se pari-passu status and rights in all respects. However, the interest rate on the different tranches could vary depending upon the coupon discovery at the time of bidding.</p> <p>The State Government has already issued its unconditional & irrevocable guarantee for the entire issue size and as such the said guarantee along with Defined Recourse Mechanism, Security, Escrow and Default Escrow Mechanisms as set out in this term sheet and Transaction Documents shall apply mutatis-mutandis to the Bonds issued under all the tranches within the aggregate amount of INR 9000 crores.</p>

Eligible Investors	(a) Individuals (b) Hindu Undivided Family; (c) trust; (d) limited liability partnerships; (e) partnership firm(s); (f) portfolio managers registered with SEBI; (g) association of persons; (h) companies and bodies corporate including public sector undertakings; (i) scheduled commercial banks; (j) regional rural banks; (k) financial institutions; (l) insurance companies; (m) mutual funds; (n) foreign portfolio investors; and (o) any other investor eligible to invest in the Bonds as per applicable law.																						
Listing	In terms of the SEBI Master circular dated May 22, 2024, the debentures would be listed on NSE within 3 Working Days from the closure of the issue. In the event the Bonds are not listed within the above timeline, the Issuer shall pay additional interest of 1% p.a. over the Coupon Rate for the period of such delay from the date of allotment upto the date of listing.																						
Objects of the Issue	The proceeds from the issue after meeting requirements of creation of debt service reserve and meeting all the issue related expenses would be utilized for the following: a) for prepayment and foreclosure of entire outstanding fund based facilities, by way of loans, that has been availed by the Company from SBI; and b) for payment of consideration to the State Government of Andhra Pradesh towards grant by it to the Company of quarry leasehold rights and mining rights over 436 new minor mineral mines and other corporate purposes.																						
Details of the utilization of the Proceeds	Same as in the “Objects of the Issue”																						
Tenor	2-10 years under 9 different Sub-Series (A to I)																						
Convertibility	Non- Convertible																						
Credit Rating	Provisional IND AA(CE)/Stable from India Ratings and Research and Provisional ACUITE AA CE Stable from Acuite Ratings & Research																						
Maturity	The Issue size of amount not exceeding INR 8,999.91 crores would comprise of 9 Sub-Series (A to I) of sequentially redeemable Bonds in equal quarterly instalments. Each of the Sub-Series A to I would be redeemable in 4 equal quarterly instalments of 2.7777% each of the aggregate issue size with the maturity of Sub-Series A commencing from the end of 5th servicing quarter from the date of allotment. Similarly, redemption of Sub-Series B would commence from the end of 9th servicing quarter and so on as per the cash flow.																						
Redemption Date		<table><tr><th>Sub-Series</th><th>Maturity Date</th></tr><tr><td>A</td><td>Friday, 7 May, 2027</td></tr><tr><td>B</td><td>Tuesday, 9 May, 2028</td></tr><tr><td>C</td><td>Tuesday, 8 May, 2029</td></tr><tr><td>D</td><td>Tuesday, 7 May, 2030</td></tr><tr><td>E</td><td>Friday, 9 May, 2031</td></tr><tr><td>F</td><td>Friday, 7 May, 2032</td></tr><tr><td>G</td><td>Monday, 9 May, 2033</td></tr><tr><td>H</td><td>Tuesday, 9 May, 2034</td></tr><tr><td>I</td><td>Tuesday, 8 May, 2035</td></tr></table>	Sub-Series	Maturity Date	A	Friday, 7 May, 2027	B	Tuesday, 9 May, 2028	C	Tuesday, 8 May, 2029	D	Tuesday, 7 May, 2030	E	Friday, 9 May, 2031	F	Friday, 7 May, 2032	G	Monday, 9 May, 2033	H	Tuesday, 9 May, 2034	I	Tuesday, 8 May, 2035	
Sub-Series	Maturity Date																						
A	Friday, 7 May, 2027																						
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F	Friday, 7 May, 2032																						
G	Monday, 9 May, 2033																						
H	Tuesday, 9 May, 2034																						
I	Tuesday, 8 May, 2035																						
Redemption Premium /Discount	N.A.																						

Issue Price	At Par (INR 1 Lakh) per Bond
Face Value	INR 1 lakh
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put option Date	N.A.
Put option Price	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Minimum Application and in multiples of Debt securities thereafter	Minimum subscription of INR 9 lakhs (comprising 1 Bond of INR 1 lakh face value in each Sub-Series A to I) and in multiples thereof.
Minimum Subscription for each Investor	Same as mentioned above
Coupon Rate	9.30 % per annum
Coupon Payment Frequency	Quarterly
Coupon Type	Fixed
Day Count Basis	“Actual/ Actual” basis All interest on Refunded Amount, penal interest, interest on application money, delay/ default interest shall be computed on an “actual/actual basis”. Where the period for which such amounts are to be calculated (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis.
Step Up/Step Down Coupon Rate	N.A.
Cumulative / non-cumulative, in case of dividend	NA
Coupon Reset Process	N.A.
Interest on Application Money	Interest at appropriate coupon rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to all the applicants on the Application Money for the Debentures from the date of realization of Application Money up-to one day prior to the Deemed Date of Allotment.
Default Interest Rate	<p>a. In the event the security stipulated is not created and perfected within the timelines as stipulated in the column titled ‘Security’, additional interest of 2% (two percent) per annum or such higher rate as may be prescribed by law, shall be payable on the principal amount of the Debt Securities till the date of creation and perfection of the security interest.</p> <p>b. In case of delay in listing beyond 3 (three) Working Days from the Issue Closing Date, the Company will pay additional interest of 1% p.a. over the Coupon Rate to the Debenture Holders from the date of allotment till the listing of Debt Securities.</p> <p>c. Delay in Execution of Trust Deed: In case the Issuer has failed to execute this Deed within the time period specified by SEBI; the Company shall pay additional interest of 2% p.a. (two per cent) per annum (or such other rate as specified by SEBI) over and above the</p>

	Coupon Rate on the face value of the Debentures, from the date of such non-compliance till the date of execution this Deed.
Listed/ unlisted	Listed
Basis of Allotment (if any)	N.A.
Issuance mode of the Instrument	Demat mode
Trading mode of the Instrument	Demat mode
Settlement mode of the Instrument	Payment of Interest and Redemption Amount of the Debentures shall be made by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ ECS/ RTGS/ NEFT or any other online payment mechanism allowed by the Banks
Manner Of Allocation	Multiple Yield
Bid Book Type	Closed
Manner Of Settlement	Through NSCCL
Depository	National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL)
Settlement	Demat Only
Effect of holidays	<p>#In terms of the SEBI Master Circular dated May 22, 2024:</p> <p>1. If the interest payment date falls on a holiday, the payment may be made on the following Working Day, however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday.</p> <p>2. If the Redemption Date and Coupon Payment Date of the debentures falls together on a day that is not a Working Day, the redemption proceeds shall be paid by the Issuer on previous Working Day along with interest accrued on the debentures until but excluding the date of such payment.</p>
Record Date	15 days prior to Redemption Date or Coupon Payment Date as the case may be. In the event the Record Date falls on a day which is not a Working Day, the immediately succeeding Working Day will be considered as the Record Date.
Structure related Covenants of the Issuer	<ol style="list-style-type: none"> Unconditional and Irrevocable Guarantee from State Government of Andhra Pradesh for timely servicing of Interest and Principal in respect of Bonds. Maintenance of Debt Service Reserve Amount (DSRA) to the extent of fully covering the peak servicing requirements for 2 quarters as a liquidity support. Entire revenue of the Issuer from all activities to be collected in a single account – Revenue Collection Account. Stipulation for invocation of Government Guarantee for impairment of DSRA if not remedied within 30 days of stipulated timelines with activation of Defined Recourse Mechanism and ensuring Default Escrow Mechanism on the Revenue Collection Account remaining active till DSRA replenishment gets completed. Stipulation for invocation of Government Guarantee in case of an Event of Default, if settlement of entire liabilities not effected within stipulated timelines with activation of Defined Recourse Mechanism and of the Default Escrow Mechanism on the Revenue Collection Account in the post invocation scenario.

Revenue Collection Account under Default Escrow Mechanism	<p>The Issuer would be required to open a designated account APMDCL Revenue Collection Account or RCA and ensure through an irrevocable undertaking that the entire revenue of the Issuer accruing from whatsoever activity would be deposited only in this account, either directly or through an irrevocable standing instruction to any other collection account(s) of the Issuer to transfer the entire collection to RCA on a day-to-day basis.</p> <p>The Issuer would need to give an undertaking that any violation of this arrangement including opening of any new account(s) for Revenue Collection under whatsoever condition would be treated as an Event of Default unless the said violation is fully remedied within next 3 Working Days.</p> <p>These undertakings from the Issuer would be an integral part of the Debenture Trust Deed and to be monitored by the Debenture Trustee on a regular basis.</p> <p>The waterfall mechanism of the Revenue Collection Account to be followed would be as below:</p> <ol style="list-style-type: none"> 1. Statutory dues and taxes 2. Servicing of the bonds (including stipulated monthly transfer to BSA and DSRA replenishment) 3. Payment for all operating expenditures 4. Payment for all overheads 5. Surplus, after meeting the above, can be utilised by the Issuer, after the closure of the concerned financial year, subject to the condition that the DSCR for the relevant financial year is computed and found to be 1.25 or above else the same would need to be transferred to Contingency Reserve Account. <p>The RCA would be under a Default Escrow Mechanism. The above waterfall would be followed under normal conditions. However, once the Default Escrow Mechanism is enforced, all the revenue getting collected in the RCA would be directly transferred to BSA/DSRA till such time all the liabilities of the issuer in respect of the Bonds are fully met.</p>
Bond Servicing Account (BSA)	<p>The Issuer would be required to open a designated escrow account - “APMDCL BOND SERVICING ESCROW ACCOUNT” or “BSA” exclusively charged to the Debenture Trustee (for the benefit of the Bond holders). All funds for meeting servicing requirements of the Bonds should be credited within a specified timeline prior to the servicing date in the BSA.</p> <p>This would be a regular Escrow Account and all funds in this account would be solely utilised for servicing the Bonds throughout their tenor.</p>
Debt Service Reserve Account (DSRA)	<p>The Issuer would be required to open a designated escrow account - “APMDCL DEBT SERVICE RESERVE ESCROW ACCOUNT” or “DSRA” exclusively charged to the Debenture Trustee (for the benefit of the Bond holders).</p> <p>An amount equivalent to the peak servicing obligation (Interest plus Principal) of the outstanding Bonds for two quarterly payouts (falling due at the end of 5th and 6th quarter from the deemed date of allotment) would need to be maintained by the Issuer in the DSRA and the amount so calculated would need to be deposited on first priority basis out of the issue proceeds.</p>

	<p>Further, as the servicing liability would progressively come down after the peak, the Issuer would be permitted to take out the excess amount of DSRA progressively after obtaining approval of the Debenture Trustee, subject to no unresolved breach of any covenants.</p> <p>The DSRA would be in the form of cash or cash equivalent (deployed in permitted investments) and would remain charged in favour of the Debenture Trustee.</p>
Contingency Reserve Fund	<p>The Company would be required to open a designated escrow account - Contingency Reserve Account (CRA) where no funding is required initially.</p> <p>In the years where the DSCR at the annual computation is found to be below 1.25 times, the surplus (after meeting all expenses and tax payouts) for that particular year would be credited directly from the Revenue Collection Account to CRA without allowing the company to utilise the said surplus.</p> <p>The Company would be free to utilise the annual surplus in the years where the DSCR computed annually is above 1.25 times.</p> <p>However, any amount once transferred and lying in the Contingency Reserve Fund would be released only after DSCR remains at or above 1.25 times for minimum 2 consecutive years subject to the condition that there is no impairment of DSRA under both the conditions.</p> <p>DSCR would be tested annually at the end of each financial year and would be the ratio of surplus before interest depreciation but after tax to the total servicing obligation for the year (interest plus principal).</p> <p>This transfer of surplus from the Revenue Collection Account and the balance from the CRA as stipulated above would be allowed once at the expiry of the concerned financial year subject to the satisfactory compliance of the conditions aforesaid including completion of annual DSCR computation and the same being found to be above 1.25 times.</p>
Permitted Investments	<p>The funds in BSA, DSRA and CRA till such time being utilized would be allowed to be invested in permitted investments i.e.</p> <ul style="list-style-type: none"> (a) Fixed Deposits with Scheduled Commercial Banks with a minimum Credit Rating of AA, without any restriction on premature encashment whenever called upon and/ or (b) Units of liquid mutual funds or overnight mutual funds and corporate bonds of public sector undertakings, having the highest possible investment grade rating. <p>These investments are to be charged in favour of the Debenture Trustee.</p> <p>These investments would be made & liquidated by the Debenture Trustee as per the instruction of the Issuer from time to time. However, any investment of funds of BSA, other than in Bank FDs would be compulsorily liquidated by the Trustee on T-3 days, if not liquidated earlier. The investment in Bank FDs, out of funds lying in BSA should have a maturity date at least 1 day prior to the forthcoming Bond servicing date.</p> <p>In case of any shortfall of funds to meet servicing requirement persisting in the BSA on T-10 day, the Debenture Trustee should ensure availability</p>

	of adequate funds to meet such shortfall in cash form in the Contingency Reserve Fund and DSRA, if required, through need-based liquidation of investments/ fixed deposits made from the Contingency Reserve Fund and DSRA, as the case may be.
Structured Payment Mechanism	<p>The Issuer would ensure that on the first Working Day of every quarterly servicing cycle, an amount equivalent to 30% of the requisite servicing amount should get transferred from RCA to the BSA.</p> <p>The Company should further transfer an amount equivalent to 35% of the quarterly servicing requirement both by T-60 and T-30 (i.e. 60 and 30 days prior to the servicing date) to BSA from the RCA so as to ensure full built up of servicing amount payable at-least 30 days prior to the relevant quarterly servicing date (T-30).</p> <p>The Debenture Trustee should independently check whether the requisite amount of funds has been transferred to BSA on the next Working Days in all the above cases and in case of any shortfall in amounts transferred, must immediately enforce the Default Escrow arrangement on RCA, which shall remain in force till the entire built up of the particular cycle gets completed.</p> <p>In the event of Debenture Trustee finding any shortfall during the monitoring on T-29 days, it shall immediately send a written communication to the State Government to provide fund support for meeting the shortfall.</p> <p>A provision in the Guarantee Deed would specifically stipulate a pre-invocation responsibility of the State Government to bridge this shortfall on or before T-9 (Final Funding Date) to prevent any DSRA impairment and consequential invocation of the guarantee.</p> <p>In case the shortfall in BSA still persists on T-5 day, such shortfall would be met by transferring requisite funds firstly from CRA to the extent available and further amount if required from DSRA to BSA. On the due date, the payout would be made to the Bond holders from BSA.</p>
Description regarding Security (where applicable) including type of security (movable /immovable / tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation	<p>The Bonds would be secured by way of:</p> <ol style="list-style-type: none"> 1) Exclusive Charge on the Bond Servicing Account and the amount credited therein and which are required to be credited therein, which shall be utilized only for servicing of the bonds on quarterly servicing dates. 2) Exclusive Charge on the DSRA and CRA Account and the funds lying there-in. 3) Exclusive charge on the Revenue Collection Account and the amount accruing / lying there-in. 4) Exclusive Charge by way of hypothecation (along with power of attorney) over quarry leasehold rights and mining rights of 436 identified mines of minor minerals projects granted by the State Government of Andhra Pradesh, including any replacement thereof as well as all cash flows arising therefrom. Valuation of such mining rights would be determined on the basis of the net present valuation of projected future cash flows arising out of the estimated mineral reserves available in such mines. 5) Exclusive floating charge, by way of hypothecation over all the current assets of the Company, including receivables, both present and future. 6) Unconditional & Irrevocable guarantee from the State Government of Andhra Pradesh ("GoAP"), in the form of a continuing obligation for

	<p>the timely servicing of the interest and principal in respect of the Debentures / Bonds.</p> <p>The value of quarry leasehold rights and mining rights of 436 identical mines of minor minerals projects, as stated in point 4 is estimated to be of an amount Rs 9637 crores.</p> <p>These accounts would be governed by an Escrow Agreement and the charge on such accounts and Permitted Investments made therefrom will be created through a Deed of Hypothecation in favour of the Debenture Trustee, immediately after allotment of debenture and prior to making application for listing.</p> <p>The above charge would be filed with the office of the concerned Registrar of Companies and Central Registry of Securitisation Asset Reconstruction and Security Interest ("CERSAI").</p> <p>It should be ensured that the value of security at any point of time should be sufficient to provide a cover of at least 1 time on the outstanding liabilities.</p> <p>The Debenture Trustee shall obtain the valuation and security cover certificate of the available Security on a quarterly basis by itself or through its empanelled agency. The Issuer shall also provide security cover certificate from its statutory auditor on a quarterly basis. Further, the Issuer shall submit to the Debenture Trustee the valuation of underlying mineral deposits in the identified mines once in every three years.</p> <p>If the security cover of the assigned charge on the mining rights over the identified mines as per valuation method described above along with funds lying to the credit of the BSA, DSRA, CRA and Revenue Collection Account falls below 1 time, the Issuer shall provide additional security in a form and manner, in consultation with and to the satisfaction of the Debenture Trustee to fully restore the security cover.</p>
Replacement of security, interest to the debenture holder over and above the coupon rate	<p>The Company shall have the right to replace any asset from the security package with another asset of the same or a higher value as acceptable to the Debenture Trustee and shall ensure that the minimum-security cover of 1 time shall be maintained until the redemption of the Bonds.</p>
Permitted Indebtedness	<p>The Issuer would be permitted to raise a maximum debt of INR 9,000 crores through issue of Bonds in one or more series/tranches and no other external senior liability till the DSCR is found to be above 1.5 times. However, there would be a separate limit for availing bank guarantee which would be unconditionally and irrevocably guaranteed by the State Government of Andhra Pradesh and without any recourse to the company. As of now the limit has been fixed at INR 906.52 crores, for which the State Government has given its unconditional and irrevocable guarantee. The Bank Guarantee limit, if required, can be enhanced subsequently subject to the same being unconditionally and irrevocably guaranteed by the State Government of Andhra Pradesh and without any recourse to the company, and furnishing of the relevant guarantee deed to the Debenture Trustee.</p> <p>If DSCR of the Issuer is found to be in excess of 1.50 times at the end of any financial year, it would be allowed to raise further direct liabilities (having recourse to the Company) only as per its requirements from time to time, subject to the condition that the aggregate external direct liability</p>

	<p>(including all forms of guarantee obligations, if provided by the Company) should at all times be restricted to an amount such that the minimum Debt Servicing Coverage Ratio remains atleast 1.50 times throughout the tenure of the Bonds.</p> <p>All direct liabilities raised would enjoy pari-passu status in all respects including but not limited to seniority, State Government guarantee (including Defined Recourse Mechanism), security and servicing priority and circumstances triggering enforcement of Default Escrow Mechanism and Event of Default. However, in the event of any subsequent liability being raised on more favorable terms, the same shall apply, mutatis mutandis to all the series of the Bonds.</p>
Collateral Support Structure	<p>The Bonds would have further collateral support by way of unconditional and irrevocable guarantee from the State Government of Andhra Pradesh, in the form of a continuing obligation for the timely servicing of interest and principal of the Bonds. The Issuer has already paid the necessary fees to the State Government for providing the guarantee.</p> <p>The Guarantee Deed would also provide for necessary fund infusion in the DSRA, in the event of its impairment and in the case of Event of Default, provision of funding to the extent as called upon by the Debenture Trustee through DSRA shortfall/ Event of Default notice, within stipulated timelines, failing which the Debenture Trustee would issue the Guarantee Invocation Notice, for invocation of guarantee.</p> <p>The Guarantee Deed shall also contain a provision stipulating a pre-invocation responsibility of the State Government to bridge the shortfall in the BSA on or before T-9 to prevent any DSRA impairment and consequential invocation of the guarantee.</p> <p>The State Government of Andhra Pradesh has further agreed and confirmed that in case any of the 436 new minor mines are not operational for any reason whatsoever, the State Government of Andhra Pradesh shall undertake all required steps and do all such acts as may be required to replace such relevant non-operational minor mineral mines, with new minor mineral mines which have net present value of future cash flows of such amounts as are not less than the net present value of future cash flows of the relevant non-operational minor mineral mines and undertake all steps for the grant of the quarry leasehold rights and mining rights in respect of such replaced minor mineral mines.</p>
Remedial Action for shortfall due to DSRA impairment	<p>The Debenture Trustee would check the adequacy of funds available in the DSRA on the first day of every quarterly servicing cycle.</p> <p>In the event of any shortfall in DSRA due to impairment on account of transfer of funds to BSA or for any other reason, the Debenture Trustee would send DSRA Shortfall notice to GoAP on the next day stating that if the amount is not fully replenished within the next 30 days, the guarantee would be invoked to the extent of such shortfall along with simultaneous triggering of Defined Recourse Mechanism in the post invocation scenario.</p> <p>The Debenture Trustee should also ensure that the Default Escrow Mechanism on RCA remains in force till all the irregularities including requisite DSRA replenishment get completely remedied.</p> <p>If DSRA is not fully restored at the expiry of aforesaid 30 days, the Debenture Trustee would invoke the guarantee to the extent of such</p>

	<p>shortfall on the next Working Day through issue of Guarantee Invocation Notice, along with simultaneous triggering of Defined Recourse Mechanism in the post invocation scenario.</p> <p>This process of Guarantee invocation, triggering of Defined Recourse Mechanism in the post invocation scenario, can happen multiple times if situation so warrants during the tenure of the Bonds.</p> <p>Defined Recourse Mechanism means that if there is any shortfall in DSRA / BSA upon the expiry of stipulated time period, the Debenture Trustee can invoke the guarantee to the extent of such shortfall, along with triggering of the direct debit mandate issued by the GoAP to the RBI, to request RBI to meet such shortfall from the accounts of the GoAP maintained with it.</p>
Transaction Documents	<ol style="list-style-type: none"> 1. Offer Documents – GID, KID and PAS-4 2. Debenture Trustee Agreement 3. Debenture Trust Deed 4. Deed of Guarantee cum Undertaking 5. Deed of Hypothecation, along with power of attorney 6. Accounts Agreement 7. Undertaking by the Issuer for not creating any encumbrance or disposing any of its existing mining rights. 8. Relevant Orders issued by the State Government of Andhra Pradesh. <p>Such other documents as may be specified as transaction documents by the Debenture Trustee.</p> <p>In the event of any discrepancy(ies) amongst the transaction documents, the debenture trust deed would always prevail.</p>
Conditions Precedent to Disbursement	<ol style="list-style-type: none"> 1. Receipt by the Debenture Trustee of a copy of the Issuer's Constitutional Documents, each certified to be a true copy of the original, by the Issuer's director or its company secretary. 2. Receipt by the Debenture Trustee of a certified true copy of the resolutions of the Board (including any committee thereof) of the Issuer: <ol style="list-style-type: none"> (a) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute the Transaction Documents to which it is a party; (b) appointing the Debenture Trustee; (c) creating the Security over the Secured Properties; (d) authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf; and (e) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices (including a subscription request certificate) to be signed and/or dispatched by it under or in connection with the Transaction Documents to which it is a party. 3. Receipt by the Debenture Trustee of a certified true copy of the shareholders' resolution of the Issuer, approving the terms of and creation of security(ies) to secure the Bonds, pursuant to Section 180(1)(a) of the Act. 4. Receipt by the Debenture Trustee of a certified true copy of the shareholders' resolution of the Issuer, approving the borrowing limits of the Issuer under Section 180(1)(c) of the Act. 5. Receipt by the Debenture Trustee of a certified true copy of the shareholders' resolution of the Issuer, approving the issue of the Bonds, on private placement basis, pursuant to the provisions of Sections 42 and 71 of the Act, if applicable.

	<ol style="list-style-type: none"> 6. Receipt by the Debenture Trustee of a specimen of the signature of each person authorised by the resolution referred to in clause 2 above. 7. Receipt by the Debenture Trustee of a certificate from the company secretary / an authorised signatory of the Issuer certifying that the borrowing, guaranteeing, or collateralizing of the Bonds (as applicable) and other related amounts under the Transaction Documents would not cause any borrowing, collateralizing, guaranteeing or similar limit (as applicable) binding on the Issuer to be exceeded. 8. The Issuer shall have uploaded the Offer Documents, in a form agreed between the Parties, to the satisfaction of the Debenture Trustee, on the EBP platform. 9. Execution by the Issuer of the Transaction Documents (other than those required to be executed as Condition Subsequent), and such other documentation as may be required by the Debenture Trustee. 10. Receipt by the Debenture Trustee of the provisional rating letters and respective rating rationales from the Rating Agencies, issued to the Issuer in respect of the Bonds. 11. Receipt of the consent letter from the Debenture Trustee by the Issuer, and execution of agreement with the Registrar and Transfer Agent and depository. 12. Receipt by the Issuer of in-principle approval from the Designated Stock Exchange. 13. Receipt by the Debenture Trustee of certified copies of the Government Orders (in English), certified by the Issuer. 14. The Issuer shall have submitted to the prospective Bond Holders / Debenture Trustee, all required documents for the purpose of satisfying its respective 'know your client' requirements (including specimen signatures of the authorized signatories). 15. Receipt by the Debenture Trustee of evidence that the fees, costs and expenses then due from the Issuer or required for the Issue or execution of the relevant Transaction Documents (including stamp duty for dematerialization of the bonds) pursuant to this Deed have been paid. 16. Receipt by the Debenture Trustee of evidence of the Issuer having received the International Securities Identification Numbers (ISIN(s)) in relation to the Bonds. 17. Receipt by the Debenture Trustee of evidence the Issuer having filed: <ol style="list-style-type: none"> (i) the board resolution in terms of clause 2 above, and (ii) the shareholders' resolutions in terms of clause 3, 4, and 5 above with the relevant registrar of companies. 18. Receipt by the Debenture Trustee of evidence of the Issuer having opened the Bond Proceeds Account. 19. Receipt by the Debenture Trustee of evidence of the Issuer having opened the Accounts. 20. Receipt by the Debenture Trustee of a certificate of an authorised signatory of the Issuer, in a form and manner satisfactory to the Debenture Trustee, <i>inter alia</i>, certifying that: <ol style="list-style-type: none"> (a) no Event of Default or potential event of default has occurred and is continuing, and no such event or circumstance will result as a consequence of the Issuer performing any obligation contemplated under the Transaction Documents, (b) there is no material adverse effect, and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a material adverse effect on the Issuer,
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	<p>(c) proceeds of the Bonds shall be utilised in accordance with the Transaction Documents,</p> <p>(d) the Issuer is and will be, after issuance of the Bonds, in full compliance with all provisions of the Transaction Documents, its charter, any document to which it is a party or by which it is bound, and any laws applicable to it,</p> <p>(e) no proceedings have been initiated or are pending against the Issuer under the Income Tax Act, 1961, which will have Material Adverse Effect on the Issuer,</p> <p>(f) no notice has been served on the Issuer in terms of Rule 2 of the Second Schedule to the Income Tax Act, 1961, and</p> <p>(g) no material claims have been received in respect of any tax or any other sum payable by the Issuer as a result of completion of any proceedings under the Income Tax Act, 1961.</p> <p>21. Receipt by the Debenture Trustee of a certificate from an independent practicing-chartered accountant under the provisions of the Section 281 of the Income Tax Act, 1961.</p> <p>22. Receipt by the Debenture Trustee of any and all other authorisations, documents / certificates as may be required by the Debenture Trustee.</p> <p>23. Receipt by the Debenture Trustee of a copy of the pre-authorization letter given by the Issuer to Account Bank in respect of the account from which the servicing of the Bonds shall be undertaken.</p> <p>24. Receipt by the Debenture Trustee of the No Objection Certificate(s) (NOC(s)) provided to the Issuer by each of the Existing Identified Lenders, conveying, <i>inter alia</i>, its/their 'no objection' / granting consent to the Issuer borrowing monies by way of the issuance of the Bonds and/or creating Security Interest over the Secured Properties for securing the Secured Obligations, in a form and manner acceptable to the Debenture Trustee.</p> <p>25. The Debenture Trustee shall have provided a copy of the due diligence certificate issued by the Debenture Trustee, submitted to the Designated Stock Exchange in the prescribed format set out in the applicable SEBI Regulations (as amended from time to time).</p> <p>26. Receipt by the Debenture Trustee of the following draft Transaction Documents in agreed form: (i) the Debenture Trust Deed, (ii) Negative Lien Undertaking, and (iii) Deed of Hypothecation (with Power of Attorney).</p> <p>27. Receipt on an undertaking from the issuer that it has issued irrevocable standing instruction in respect of all its banking amount where any collection is taking place to transfer the same to RCA on a daily basis; any violation of this arrangement if not remedied within 3 Working Days would be an Event of Default.</p> <p>28. Receipt by the Debenture Trustee of a copy of the direct debit mandate letter issued by the State Government of Andhra Pradesh to the RBI in accordance with the terms of the Deed of Guarantee cum Undertaking.</p> <p>29. Receipt by the Issuer of the written consent of the Director of Mines and Geology, Andhra Pradesh / relevant Deputy Director of Mines and Geology in charge of the region(s) for the creation of Security Interest by way of the Deed of Hypothecation.</p>
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Conditions Subsequent Disbursement to	<ol style="list-style-type: none"> 1. The deposit of the Debt Service Reserve Amount in the Debt Service Reserve Account within 1 (one) day of the Deemed Date of Allotment from and out of the Subscription Amounts, on a first priority basis (i.e., before any other utilisation of the Subscription Amounts for any other purpose), and provision of documentary evidence by way of a copy of the Debt Service Reserve Account statement certified by the Account Bank, confirming that the requisite Debt Service Reserve Amount has been credited to the Debt Service Reserve Account, within 1 (one) day of the Deemed Date of Allotment. 2. Execution of the Debenture Trust Deed and Deed of Hypothecation (with Power of Attorney) and creation of charge over the Secured Properties in favour of the Debenture Trustee (for the benefit of the Bond Holders) within 3 (three) Working Days from the Issue Closing Date, and in any event, prior to filing the listing application before the Designated Stock Exchange for obtaining the final listing approval in relation to the listing of Bonds. 3. Within 3 (three) Working Days from the date of execution of the Debenture Trust Deed, receipt by the Debenture Trustee of a legal opinion, issued by legal counsel in agreed form. 4. Within 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation: <ol style="list-style-type: none"> a) filing of Form(s) CHG-9 with the relevant registrar of companies by the Issuer, pursuant to Section 77 of the Act; b) delivery to the Debenture Trustee by the Issuer of the certified true copy of the Form(s) CHG-9 filed by the Issuer, along with an acknowledgement and challan of the same by the relevant registrar of companies; c) delivery to the Debenture Trustee by the Issuer of certified true copy of the certificates of registration of charge issued to the Issuer by the relevant registrar of companies; and d) filing by the Debenture Trustee of the details of the Security created pursuant to the Deed of Hypothecation with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI). 5. No later than 5 (five) Working Days from the Deemed Date of Allotment, the Issuer shall submit evidence of the credit of the Bonds in the specified dematerialized account(s) of each of the Bond Holders. 6. Within 30 (thirty) days of the Deemed Date of Allotment, the Issuer shall provide an end use certificate in relation to the utilization of the Subscription Amounts, certified by an independent chartered accountant. 7. Within 3 (three) working days of the Issue Closing Date, providing the final listing approval from the Designated Stock Exchange in respect of listing of the Bonds on the wholesale debt market segment of the Designated Stock Exchange. 8. Within 7 (seven) days of Deemed Date of Allotment, the Issuer shall provide certified copy of all corporate actions approving and allotting the Bonds. 9. Within 2 (two) working days of Deemed Date of Allotment, the Issuer shall credit the Bonds into the dematerialized accounts of the Bond Holders. 10. Within 15 (fifteen) days of Deemed Date of Allotment, the Issuer shall enter the name of the Debenture Holders in the Register of Debenture Holders.
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	<p>11. Within 30 (thirty) days from the Deemed Date of Allotment, the Issuer shall provide evidence of filing of a return of allotment on the issue of the Bonds in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, (as amended from time to time) by the Issuer.</p> <p>12. Within 30 (thirty) days from the Deemed Date of Allotment, the Issuer shall provide evidence of maintenance of a complete record of the private placement offers in Form PAS-5 maintained by the Issuer in accordance with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, (as amended from time to time).</p> <p>13. Within 15 (fifteen) days from the Deemed Date of Allotment, the Issuer shall have paid all fees, costs, charges and expenses (to the extent such costs, charges and expenses have been incurred in accordance with the relevant agreement) payable to or incurred by the Debenture Trustee, guarantee commission, arranger or advisors and any solicitors, advocates, company secretaries or consultants used by any of them in connection with the issuance and placement of the Bonds, creation and registration of the security interest created pursuant to any Transaction Documents with the relevant registrar(s) of companies, compilation of search/status reports and other similar matters.</p> <p>14. Receipt by the Debenture Trustee of the final rating letter from the Rating Agencies.</p> <p>15. Receipt by the Debenture Trustee, to its satisfaction, of evidence that the RBI has duly acknowledged and agreed to the direct debit mandate letter, within 10 (ten) Working Days from the Deemed Date of Allotment of the Bonds.</p>
Creation recovery of expense fund	The Issuer shall create the Recovery Expense Fund for a maximum limit of INR 25,00,000 (Indian Rupees Twenty-Five Lakh only) in accordance with the SEBI REF Circular with the Stock Exchange.
Event of Default	<p>Customary to a facility to this nature including but not limited to the following:</p> <ul style="list-style-type: none"> i. Non- payment of any bond servicing obligation on due date. ii. Any failure on behalf of issuer to perform or comply with one or more of its material obligations in relations to the Bonds issued in pursuance of terms and conditions stated in the Offer Documents and Debenture Trustee Agreement which in opinion of the Trustee is incapable of remedy. iii. Breach of contractual agreement given by the State Government if not remedied as mentioned above with 30 (thirty) working days. iv. Failure to honour State Government Guarantee invoked for DSRA replenishment within stipulated timelines. v. Application for initiation of any insolvency proceedings against the Issuer under any applicable bankruptcy / insolvency / winding up or other similar law (including the IBC) filed anytime during the pendency of the bonds and not stayed or dismissed within 7 (seven) days from the date of such filing. vi. Failure to perform material obligations under Transaction Documents. vii. Breach of State Government Guarantee, Debenture Trust Deed, Disclosure Document, Accounts Agreement, Hypothecation Deed and any other Transaction Documents which in the opinion of the Trustee is incapable of remedy.

	<p>viii. The occurrence of any event or circumstances which is prejudicial to or imperils or depreciates the Security given to the Debenture Trustee materially;</p> <p>ix. Failure to create and / or perfect Security, Security ceasing to be valid first ranking security or the asset coverage ratio in respect of security falls below 1 time and the same is not replenished within a period of 30 days;</p> <p>x. Supply of misleading information;</p> <p>xi. Issuer ceasing or threatening to carry on its business;</p> <p>xii. The liabilities of the Issuer exceed the assets of the Issuer, indicating the inability of the Issuer to discharge the Secured Obligations;</p> <p>xiii. Expropriation of all or any material assets of the Issuer;</p> <p>xiv. Alteration of constitutional documents of the Issuer in a manner which is prejudicial to the interest of the Bond holders;</p> <p>xv. Any authorization / clearances is not received or is revoked, terminated, withdrawn, suspended, modified, withheld or ceases to be in full force;</p> <p>xvi. It is or becomes unlawful or illegal for the Issuer to perform or comply with any of its obligations under any Transaction Document and such default, if capable of being remedied, is not remedied within 90 (ninety) calendar days;</p> <p>xvii. Issuer/ State Government fails to perform its obligations under the Transaction Documents;</p> <p>xviii. Breach/ non-creation of any Security, within stipulated time frame, unless extended with mutual consent with the Debenture Trustee.</p> <p>xix. Breach of the terms of the Transaction documents and occurrence of any other event, which are likely to result, or which can have/ shall have material adverse effect.</p> <p>xx. Breach of undertaking requiring daily transfer of funds from all collection accounts to RCA if not remedied within 3 days.</p> <p>xxi. Issuer or any of their directors are included in RBI's wilful defaulters (except nominee directors nominated by any financial institution). In case an independent director is included in wilful defaulter list the company shall ensure that the director is replaced promptly.</p> <p>xxii. Rating suspension/ withdrawal by any of the rating agency if not remedied within 90 days.</p> <p>xxiii. Any other conditions as may be stipulated in the Debenture Trust Deed.</p> <p>Except for any specific cure period provided above, the above events shall have a cure period of 30 days, other than for defaults in servicing and non-replenishment of DSRA within stipulated timelines where no cure period shall be provided.</p> <p>For the details of events of default, please refer to the annexures of the Key Information document. The remedies available to the Debenture Trustee upon occurrence of an event of default shall be set out in the Debenture Trust Deed.</p>
Remedies	<p>In the event of occurrence of the EOD mentioned above, the Debenture Trustee shall accelerate the maturity of the bonds and declare all the amounts outstanding on the bonds (including, but not limited to any coupon accrued thereon) and other Secured Obligations as on that day to be immediately due and payable and on the next working day</p> <p>1) Ensure that the Default escrow Mechanism on RCA is in force and the full Revenue collection getting transferred to BSA for meeting default servicing obligation.</p>

	<p>2) Give final notice to the State Government of Andhra Pradesh clearly stating its intention to invoke the Guarantee and enforce its rights under the Deed of Guarantee if the entire accelerated dues as mentioned above are not paid within a period of 30 (Thirty) days from the date of such notice. Upon continuation of such event, beyond the time stipulated above, the Debenture Trustee should invoke the Guarantee of the State Government of Andhra Pradesh on the next working day through issue of Guarantee Invocation Notice and simultaneous triggering of Defined Recourse Mechanism in the post invocation scenario.</p> <p>3) Initiate legal recourse against the Issuer for recovery of dues and undertake all actions and proceedings as may be required for such purposes.</p> <p>4) The invocation of Security and Guarantee as well as enforcement of Default Escrow Mechanism for any default would cover the entire liabilities remaining outstanding in respect of the Bonds pursuant to accelerated redemption as mentioned above.</p> <p>Though both processes might be initiated simultaneously, once the requisite amount of outstanding dues are deposited in the BSA for full and final redemption, the Default Escrow Mechanism on RCA would be relaxed with immediate effect and there would be no further obligation on the Guarantor / Issuer.</p> <p>Prior to invocation of the Guarantee, the obligations with respect to servicing of the Bonds shall be solely upon the Issuer and the liability of the Guarantor shall not be direct but contingent to the terms of invocation set out in the Guarantee Deed. Upon invocation of the guarantee, the Guarantor (State Government of Andhra Pradesh) shall be construed as a principal debtor and would be directly and primarily liable for discharge of the obligations with respect to the Bonds and hence such invoked liability till full extinguishment would become a direct and primary liability of the State Government and shall be treated at par with all other liabilities of the Guarantor.</p>
Provisions related to Cross Default Clause	N.A.
All Covenants of the Issue	<p>The Issuer shall give the following undertakings:</p> <ul style="list-style-type: none"> (i) maintenance of corporate existence. (ii) compliance with applicable laws. (iii) no change of business other than as may be permitted under the terms of the Debenture Trust Deed. (iv) creation of security and maintenance of security cover as per applicable law (v) compliance with information covenants including submission of financial results and providing compliance certificate as agreed under the Debenture Trust Deed (vi) Intimation to the Debenture Trustee prior to undertaking or entering into any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed by the Issuer (vii) to enter into / execute the relevant lease agreement(s) and all other documents, deeds, notices, letters, agreements, declarations, undertakings, instruments and forms as may be required in relation to or in connection with or for the purposes of the quarry leasehold rights and mining rights over the 436 new minor mineral projects, including any replacement thereof, (viii) undertake all steps for receipt of all necessary clearances from relevant authorities (including without limitation, required

	<p>approvals from the relevant District Mines & Geology Officer (DMGO) / Divisional Mines & Geology Officer (Div. MGO)), as required under the APMMC Rules and other applicable laws.</p> <p>(ix) Compliance with all terms of the Transaction Documents;</p> <p>(x) Listing of Bonds within timelines prescribed under applicable laws;</p> <p>(xi) No modification to the structure of Bonds without prior approvals as required under Applicable Laws;</p> <p>(xii) No wilful defaulter on the Board;</p> <p>(xiii) No modification to the Constitutional Documents which imposes restrictions on the Issuer in complying with its obligations under the Transaction Documents;</p> <p>(xiv) Not to sell, assign, transfer, dispose off its business undertakings or assets or Secured Properties;</p> <p>(xv) No change in financial year end date unless required by law;</p> <p>(xvi) Full disclosure in respect of Use of proceeds in the Offer Documents;</p> <p>(xvii) Not to create any encumbrance without prior approval of the Debenture Trustee except as provided in the Transaction Documents;</p> <p>(xviii) Preservation of corporate existence and status;</p> <p>(xix) not do or voluntarily suffer any act which restricts right to transact its business;</p> <p>(xx) Timely payment of all applicable dues;</p> <p>(xxi) Secured Properties to be adequately insured;</p> <p>(xxii) Intimate Debenture Trustee of all orders, directions, notices of a court or tribunal that may affect the Issue or Secured Properties;</p> <p>(xxiii) Maintenance of Asset Coverage Ratio;</p> <p>(xxiv) Compliance with anti-Bribery and Corruption Law;</p> <p>(xxv) Maintenance of Internal Controls;</p> <p>(xxvi) Information Covenants in compliance with applicable laws and as agreed with the Debenture Trustee as detailed in the Key Information Document;</p> <p>(xxvii) Further Assurances;</p> <p>(xxviii) Additional covenants primarily relating to credit of securities, payment obligations and other covenants relating to the Bonds;</p> <p>(xxix) Pre-authorization to Debenture Trustee to seek redemption payment related details from Account Bank;</p> <p>(xxx) Confirmation that the State Government of Andhra Pradesh will make payments under the Deed of Guarantee cum Undertaking free from any withholding or deduction into the Bond Servicing Account and/or the Debt Service Reserve Account (as the case may be);</p> <p>(xxxi) State Government of Andhra Pradesh shall not amend, withdraw, revoke or alter the written instructions in relation to the defined recourse mechanism;</p> <p>(xxxii) State Government of Andhra Pradesh shall ensure that the all payment instructions provided by the Debenture Trustee under Defined Recourse Mechanism are honoured;</p> <p>(xxxiii) State Government of Andhra Pradesh shall not (i) dissent to the instructions of the Debenture Trustee, and / or (ii) do any action which may prevent the Defined Recourse Mechanism to be undertaken on the instructions of the Debenture Trustee;</p> <p>(xxxiv) Any change in shareholding of the Issuer shall be as per the covenants as per Annexure L of the Key Information Document;</p>
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	<p>(xxxv) Issuer to ensure State Government of Andhra Pradesh complies with all undertakings given by it and covenants applicable to it;</p> <p>(xxxvi) Undertaking by the Issuer that it would not create any kind of encumbrance or dispose in any way, any of the quarry leasehold rights and mining rights that are presently held by it, including those relating to the Sulyari coal mines and the barytes mines.</p> <p>Details of all covenants and undertakings shall be as set out in the annexure(s) of the Key Information Document.</p>
Role and Responsibilities of Trustees	<ol style="list-style-type: none"> 1. Conducting diligence of assets offered as security and its continuous monitoring. 2. Provide Due Diligence Certificate 3. Call for periodical reports from the company 4. Inspection of books of accounts, records, registration of the company and the trust property to the extent necessary for discharging claims 5. Enforce security in the interest of the debenture holders 6. Reporting of the following events to the concerned Credit Rating Agencies: <ol style="list-style-type: none"> (i) Any impairment in DSRA due to utilization for servicing or otherwise (ii) Intimation to the State Government for replenishment of DSRA within 30 days' time (iii) Invocation of State Government Guarantee to replenish DSRA shortfall and activation of defined recourse mechanism (iv) Status of replenishment of DSRA after 5 days of Guarantee invocation 7. Any other responsibilities mentioned in Debenture Trustee Agreement
Risk factors pertaining to the issue	Please refer to Section 6 of the Key Information Document
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Subject to applicable law, in case of occurrence of an event of default, the Debenture Trustee shall have the right to exercise such powers as are available to the Debenture trustee under Applicable Law and as substantiated in the Debenture Trust Deed.
Governing Law and Jurisdiction	The governing law and jurisdiction for the purpose of the Issue shall be Indian law, and the competent courts of jurisdiction in Vijayawada/ Amaravati and Mumbai respectively.
Debenture Trustee	Beacon Trusteeship Limited
Registrar	MUFG Intime India Private Limited
Issue Timing	01:00 pm to 04:30 pm
Issue Opening Date	08.05.2025
Issue Closing Date	08.05.2025
Date of earliest closing of the issue, if any.	NA
Pay-in Date	09.05.2025
Deemed Date of Allotment	09.05.2025
Payment Mode	The remittance of Application Money can be made by through electronic transfer of funds through RTGS mechanism for credit as per EBP Process.

15. DECLARATION

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other Applicable Laws have been complied with and no statement made in the Issue Document is contrary to the provisions of the regulations/guidelines issued by SEBI and other Applicable Laws, as the case may be. The information contained in the Issue Document is subject to the information available with the Issuer. The extent of disclosures made in the Issue Document is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

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

Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Issuer and the offer including the risks involved. The securities have not been recommended or approved by any regulatory authority in India, including the Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of 'Risk factors' given under section 6 '*General Risks*'.

The Issuer has no side letter with any debt securities holder except the one(s) disclosed in the Issue Document. Any covenants later added shall be disclosed on the relevant stock exchange's website where the Debentures are listed.

The Issuer declares that the credit rating as set out under Section 7.2 is valid as on the date of issuance and listing.

DECLARATION BY THE AUTHORISED OFFICER OF THE ISSUER

Investment in non-convertible securities involve a degree of risk and investors should not invest any funds in such securities unless they can afford to take the risk attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this offering. For taking an investment decision, investors must rely on their examination of the issue including the risks involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 6 'General Risks' of this Key Information Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible securities or investor's decision to purchase such securities.

We, authorized officer of the Issuer hereby confirm and declare that:

- I. The undersigned person authorized by the Issuer hereby attests that:
 - a. Except as stated herein, the issuer is in compliance 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 Companies Act, 2013 and the rules and regulations thereunder 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 offer shall be used only for the purposes and objects indicated in the relevant General Information Document;
 - d. whatever is stated in this Key Information Document 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.
 - e. The contents of this Key Information Document have been perused by the Board of Directors, and the final and ultimate responsibility of the contents mentioned herein shall also lie with the Board of Directors
 - f. We are duly authorised to attest as per this clause by the board of directors, by a resolution, a copy of which is annexed as an annexure in this Key Information Document.
 - g. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Key Information Document.

Signed for The Andhra Pradesh Mineral Development Corporation Limited



Name: Pravin Kumar, IAS

Designation: Managing Director, FAC

Date: May 08, 2025

PRAVIN KUMAR, I.A.S.,
Managing Director
The A.P. Mineral Development Corp. Ltd.,
Corporate Office : #294/1D, 100 Feet Road,
(Tadigadapa to Enikepadu Road)
Vijayawada-521 137, N.T.R. District.



Name: Somu Siva Rama Krishna

Designation: Company Secretary & Compliance Officer

