

PROVIDENT CEDAR PRIVATE LIMITED

CIN: U45309KA2016PTC097552

PAN Number: AAICP8732H

(Incorporated on November 3, 2016, in Bangalore, in the name of Provident Cedar Private Limited a company within the meaning of the Companies Act, 2013)

Registered Office: No. 130/2 Ulsoor Road Bangalore Karnataka 560042 Tel: 080-43439999

Corporate Office: No. 130/2 Ulsoor Road Bangalore Karnataka 560042;

Tel: 080-4343 9999;

Fax: 080-2559 9350; **Website:** <https://www.puravankara.com/cedar/>

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ADDENDUM TO SHELF PLACEMENT MEMORANDUM DATED 17 OCTOBER, 2022

Date: 27 March, 2024

This is an addendum to the Shelf Placement Memorandum dated 17 October 2022 for issue of listed, secured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores) (the "Debentures" or "NCDs"), on private placement basis.

Following are the sections of the Shelf Placement Memorandum provided for reference:

Section Reference	Existing	Revised
Section A - The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	Issue of up to 360 (Three Hundred and Sixty) listed, unsecured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores); comprising of up to 360 (Three Hundred and Sixty) Debentures on a private placement basis (the "Issue"), by Provident Cedar Private Limited (the "Issuer" or "Company" or "PCPL").	Issue of up to 360 (Three Hundred and Sixty) listed, secured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores); comprising of up to 360 (Three Hundred and Sixty) Debentures on a private placement basis (the "Issue"), by Provident Cedar Private Limited (the "Issuer" or "Company" or "PCPL").
Section A - The nature, number, price and amount of securities offered and issue size (base issue or green shoe), as may be applicable	Issue of up to 360 (Three Hundred and Sixty) listed, unsecured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores); comprising of up to 360 (Three Hundred and Sixty) Debentures on a private placement basis	Issue of up to 360 (Three Hundred and Sixty) listed, secured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores); comprising of up to 360 (Three Hundred and Sixty) Debentures on a private placement basis

	(the “Issue”), by Provident Cedar Private Limited (the “Issuer” or “Company” or “PCPL”).	(the “Issue”), by Provident Cedar Private Limited (the “Issuer” or “Company” or “PCPL”).
Disclosures as per Form PAS-4 – Part A – 2. iv (Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued;)	360 (Three Hundred and Sixty) listed, unsecured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores) on a private placement basis	360 (Three Hundred and Sixty) listed, secured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores) on a private placement basis
Disclosures as per Form PAS-4 – Part A – 2.xvi (Amount which the Company intends to raise by way of proposed offer of securities;)	360 (Three Hundred and Sixty) listed, unsecured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores) on a private placement basis	360 (Three Hundred and Sixty) listed, secured, rated, redeemable, zero coupon non-convertible Debentures of face value of INR 10,00,000 (Indian Rupees Ten Lakh) each aggregating up to INR 36,00,00,000 (Indian Rupees Thirty Six Crores) on a private placement basis
Definition of “Amounts Due”	shall mean Redemption Amount, Redemption Premium, prepayment charges, if any, costs (including indemnity amounts payable in accordance with the terms of the Debenture Documents), charges, expenses, fees (including the remuneration and all fees, commitment fee, costs, charges and expenses payable to the Debenture Trustee and the Receiver), all Taxes and other fees and charges payable with respect to or in connection with the Debenture Documents including those payable for the negotiation, preparation, execution, registration, preservation, protection and enforcement of the Debenture Documents, and in the event of any proceeding for the collection or enforcement of the Debenture Obligations,	shall mean Redemption Amount, Redemption Premium, prepayment charges, if any, costs (including indemnity amounts payable in accordance with the terms of the Debenture Documents), charges, expenses, fees (including the remuneration and all fees, commitment fee, costs, charges and expenses payable to the Debenture Trustee and the Receiver), all Taxes and other fees and charges payable with respect to or in connection with the Debenture Documents including those payable for the negotiation, preparation, execution, registration, preservation, protection and enforcement of the Debenture Documents, and in the event of any proceeding for the collection or enforcement of the Debenture Secured

	after an Event of Default shall have occurred, the legal fees and court costs, but shall exclude the Outstanding Principal	Obligations, after an Event of Default shall have occurred, the expenses of enforcing the Security, or of any exercise of the Debenture Trustee and / or the Debenture Trustee of its right under the Security Documents, together with the legal fees and court costs, but shall exclude the Outstanding Principal
Definition of Debentures	shall mean 360 (Three Hundred and Sixty) listed, unsecured, rated, redeemable, zero coupon non-convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh), up to an aggregate amount of INR 36,00,00,000 (Indian Rupees Thirty Six Crores) proposed to be issued in terms of this Offer Letter	shall mean 360 (Three Hundred and Sixty) listed, secured, rated, redeemable, zero coupon non-convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh), up to an aggregate amount of INR 36,00,00,000 (Indian Rupees Thirty Six Crores) proposed to be issued in terms of this Offer Letter
Definition of Issue	Issue of up to 360 (Three Hundred and Sixty) listed, unsecured, rated, redeemable, zero coupon non-convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh), up to an aggregate amount of INR 36,00,00,000 (Indian Rupees Thirty Six Crores)	Issue of up to 360 (Three Hundred and Sixty) listed, secured, rated, redeemable, zero coupon non-convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh), up to an aggregate amount of INR 36,00,00,000 (Indian Rupees Thirty Six Crores)
Definition of Security Documents	Not Applicable	All documents entered into or executed by the relevant Persons for creating and perfecting the security interest specified in Clause 9.1 of the Debenture Trust Deed, in a form and substance acceptable to the Debenture Trustee, including: (a) Unattested Deed of Hypothecation and the powers of attorney in connection therewith to create first ranking exclusive pari passu charge on the Debenture

		<p>Holder's Revenue Share in favour of the Debenture Trustee; and</p> <p>(b) Any other documents, deeds, undertakings, power(s) of attorney, etc. required by the Debenture Trustee, or entered into or executed by the Issuer or any other Person for creating and perfecting the Security, and any other document including any deeds of assignment, guarantee or powers of attorney, designated as such by the Debenture Trustee."</p>
Definition of Security	Not Applicable	Shall mean hypothecation over the Debenture Holder's Revenue Share and the Debenture Holder's Entitlement Account, in favour of the Debenture Trustee for the benefit of the Debenture Holders.
'5. General Information – T. External Risk Factors – b. Risks in relation to creation and enforcement of security in relation to secured debt securities, if any	Not Applicable	<p>In the event that the Company is unable to meet its payment and other obligations towards investors under the terms of the Debentures, the Debenture Trustee may enforce the security as per the terms of Security Documents, and other related documents.</p> <p>While the Debentures are secured to the tune of 100% of the principal and interest amount/ valuation or as per the terms of offer document/ Placement Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.</p>
5. General Information – T. External Risk Factors – g. In case of outstanding debt	The Issuer endeavours to be in compliance with the covenants with respect to this issue as per the terms and conditions	The Issuer endeavours to be in compliance with the covenants with respect to this issue such

<p>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</p>	<p>agreed in the transaction documents and this Placement Memorandum, payment of redemption amount and interest amount on respective due date however, the repayment of redemption amount and interest amount is subject to credit risk of the Issuer. Investors must be aware that the Company may not be able to satisfy their obligations under the Debentures and that they may or may not recover all or part of the principal or interest amount in case of default/s by the Issuer.</p>	<p>as creation of security as per the terms and conditions agreed in the transaction documents and this Placement Memorandum, payment of redemption amount and interest amount on respective due date however, the repayment of redemption amount and interest amount is subject to credit risk of the Issuer. Investors must be aware that the Company may not be able to satisfy their obligations under the Debentures and that they may or may not recover all or part of the principal or interest amount in case of default/s by the Issuer.</p>
<p>6. Particulars of Offer – B. Nature of Debentures</p>	<p>Issue of 360 (Three Hundred and Sixty) listed, unsecured, rated, redeemable, zero coupon non-convertible debentures aggregating up to 36,00,00,000 (Indian Rupees Thirty Six Crores) (“Debentures”)</p>	<p>Issue of 360 (Three Hundred and Sixty) listed, secured, rated, redeemable, zero coupon non-convertible debentures aggregating up to 36,00,00,000 (Indian Rupees Thirty Six Crores) (“Debentures”)</p>
<p>6. Particulars of Offer – C. Common terms and conditions applicable for Debentures - Security</p>	<p>Not Applicable</p>	<p>The Debentures are secured by hypothecation and creation of the first ranking pari passu charge over the Debenture Holders’ Revenue Share and the Debenture Holders’ Entitlement Account, in favour of the Debenture Trustee for the benefit of the Debenture Holders</p>
<p>6. Particulars of Offer – M. Principal terms of the assets charged as security, if any</p>	<p>Not Applicable</p>	<p>Subject to the terms and conditions of the Debenture Trust Deed and other Debenture Documents, the security for the Debentures shall consist of the following:</p> <p>Hypothecation of 52% of</p>

		<p>revenue (Debenture Holders' Entitlement as defined under Debenture Trust Deed).</p> <p>Further, Debentures shall be considered as perfected only if the above mentioned Security is registered with sub-registrar, Registrar of Companies, Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) or Depository, as may be applicable, or the Security created is independently verifiable by the Debenture Trustee.</p>
8. Terms of Offer or Purchase / Summary Term Sheet – A. Issue	Issue of listed, unsecured, rated, redeemable, zero coupon non-convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh), up to an aggregate amount of INR 36,00,00,000 (Indian Rupees Thirty Six Crores), on the terms and conditions set out in the Debenture Trust Deed	Issue of listed, secured, rated, redeemable, zero coupon non-convertible debentures, each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh), up to an aggregate amount of INR 36,00,00,000 (Indian Rupees Thirty Six Crores), on the terms and conditions set out in the Debenture Trust Deed
Summary Term Sheet – Security Name	Unsecured Rated Listed Redeemable Non-Convertible Debenture	Secured Rated Listed Redeemable Non-Convertible Debenture
Summary Term Sheet – Type of Instrument	Unsecured Rated Listed Redeemable Non-Convertible Debenture	Secured Rated Listed Redeemable Non-Convertible Debenture
Summary Term Sheet – Nature of Instrument	Unsecured	Secured
Summary Term Sheet – Description regarding Security (where applicable) including type of security (movable/ immovable/ tangible etc.), type of charge (pledge/hypothecation/ mortgage etc.), date of	Not Applicable	The Debentures are secured by hypothecation and creation of the first ranking pari passu charge over the Debenture Holders' Revenue Share and the Debenture Holders' Entitlement Account, in favour of the Debenture Trustee for the benefit of the Debenture

<p>creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the Placement Memorandum.</p>		<p>Holders. Hypothecation of 52% of revenue (Debenture Holders' Revenue Share, and the Debenture Holders' Entitlement Account) shall be created in favour of the Debenture Trustee for the benefit of the Debenture Holders.</p>
<p>Annexure 2 – Application Form</p>	<p>LISTED, UNSECURED, REDEEMABLE, NON- CONVERTIBLE DEBENTURES</p>	<p>LISTED, SECURED, REDEEMABLE, NON- CONVERTIBLE DEBENTURES</p>

For **Provident Cedar Private Limited**

Niraj Kumar Gautam
Authorised Signatory