

Private Placement Offer Letter No. 01	Private and Confidential
FOR PRIVATE CIRCULATION ONLY	Eligible Investor: QIB

## MEGRAJ HOLDINGS PRIVATE LIMITED

A private limited company incorporated on 27<sup>th</sup> September, 2022 at Hyderabad, Telangana under the Companies Act, 2013 (18 of 23) with CIN U74140TG2022PTC167061 and PAN AAQCM2331M having its registered & corporate office at Office No. A1101, The Platina, 11<sup>th</sup> Floor, A Block Gachibowli, Hyderabad, Telangana, India, 500032  
 Tel. No.: +91 40 4436 1990; Website: megrajholdings.com; Email Address: legal@greengold.tv  
 Compliance Officer: Mohammed Younus Email of Compliance Person: [younus.m@greengold.tv](mailto:younus.m@greengold.tv)  
 Tel. No. : +91 7036000786

**ISSUE OF UP TO 14,000 SECURED, LISTED, REDEEMABLE, RATED NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH ONLY) EACH AGGREGATING UP TO INR 1,400,000,000 (INDIAN RUPEES ONE HUNDRED AND FORTY CRORES ONLY) (THE “DEBENTURES”), ON A PRIVATE PLACEMENT BASIS (THE “ISSUE”), BY MEGRAJ HOLDINGS PRIVATE LIMITED (THE “ISSUER” / “COMPANY”)**

**Date: 9<sup>th</sup> June, 2023**

**Type of Placement Memorandum:** Private placement of non-convertible debentures

### BACKGROUND

This Private Placement Offer cum Application Letter (hereinafter referred to as the “**Placement Memorandum**”) is related to the Debentures to be issued by the Company on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The Issue has been authorised by the Company through a resolution passed by the Board of Directors of the Company on 26<sup>th</sup> May 2023 and through a resolution passed by the shareholders of the Company on 29<sup>th</sup> May 2023 This Placement Memorandum shall be valid till 28<sup>th</sup> May, 2024.

### GENERAL RISKS

Investment in non-convertible securities involves a degree of risk and Investors should not invest any funds in the debt instruments, unless they understand the terms and conditions and can afford to take the risks attached to such investments. Investors are advised to take an informed decision 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 risk involved in it. Specific attention of investors is invited to statement of risk factors contained under Section 5 of this placement memorandum. 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 investors decision to purchase such securities.

### CREDIT RATING

India Ratings & Research Private Limited (“**Rating Agency**”) has by way of letter dated 16 May 2023 assigned a rating of “**IND BB**” with stable outlook to the Debentures proposed to be issued by the Issuer pursuant to this Placement Memorandum and the rating is valid as on date of issuance. The above rating is not a recommendation to buy, sell or hold securities and Investors should take their own decision. The rating may be subject to revision or withdrawal at any time by India Ratings and should be evaluated independently of any other ratings. Please refer to **Annexure I** of this Placement Memorandum for Credit Rating letter and rationale for the above rating issued by the Rating Agency.

### KEY OFFICERS OF THE COMPANY

Designation	Name	Telephone No.	Email Address
Compliance Officer	Mohammed Younus	+91 7036000786	<a href="mailto:Younus.m@greengold.tv">Younus.m@greengold.tv</a>
Company Secretary	Mohammed Younus	+91 7036000786	<a href="mailto:Younus.m@greengold.tv">Younus.m@greengold.tv</a>

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### PROMOTERS OF THE COMPANY

Name	Telephone No.	Email Address
Mr. Sitarama Rajiv Chilakalapudi	+91 40 44361935	rajiv@greengold.tv
Mrs. Megha Chilakalapudi	+91 40 44361935	megha@greengold.tv

**Whether any promoters or directors of the Company are willful defaulters: No**

### LISTING

The Debentures offered pursuant to this Placement Memorandum are proposed to be listed on the wholesale debt market segment of BSE Limited ("BSE"). Please refer to Annexure 3 (*In Principle Listing Approval*) of this Placement Memorandum for a copy of the in-principle approval letter dated 9<sup>th</sup> June, 2023 issued by BSE.

Debenture Trustee	Rating Agency
 <p>Vistra ITCL (India) Limited  <b>Address:</b> The IL&amp;FS Financial Centre, Plot C-22, G Block, 6th Floor, Bandra Kurla Complex, Bandra (East), Mumbai 400051;  <b>Tel. No.:</b> +91 9820278412 ;  <b>Email Address:</b> <a href="mailto:bhakti.kaulaskar@vistra.com">bhakti.kaulaskar@vistra.com</a>;  <b>Contact Person:</b> Bhakti Kaulaskar</p>	 <p>India Ratings &amp; Research  <small>A Fitch Group Company</small>  <b>Address:</b> 16th Floor, Tower B Epitome, Building No.5, DLF Cyber City, Gurugram-122002, Haryana;  <b>Tel. No.:</b> +91 44 43401716;  <b>Email Address:</b> <a href="mailto:himanshu.sharma@indiaratings.co.in">himanshu.sharma@indiaratings.co.in</a>;  <b>Contact Person:</b> Himanshu Sharma</p>
Registrar to the Issue	
 <p><b>KFin Technologies Private Limited</b>  <b>Address:</b> (Formerly known as Karvy Fintech Private Limited), Selenium Building, Tower-B, Plot 31 &amp; 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangana, India; <b>Tel. No.:</b> +91 40 6716 2222; <b>Website:</b> <a href="http://www.kfintech.com">www.kfintech.com</a>; <b>Email Address:</b> <a href="mailto:reachus@kfintech.com">reachus@kfintech.com</a></p>	

#### Issue Details:

Total Contractual IRR: 17% per annum on the outstanding NCDs

**Coupon rate:** 7% per annum payable quarterly

**Coupon payment frequency:** Quarterly (Interest Payment Dates shall be 15 December, 15 March, 15 June and 15 September of each year (commencing after 9 (nine) months after the Deemed Date of Allotment) ;

**Redemption date:** 36 Months from the Deemed Date of Allotment

#### Issue Schedule\*

Date of opening of the issue: 19 <sup>th</sup> June, 2023	Date of closing of the issue: 19 <sup>th</sup> June, 2023
Date of earliest closing of the issue, if any: 19 <sup>th</sup> June, 2023	

\*The Company reserves the right to change the issue program including the Deemed Date of

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Allotment at its sole discretion, without giving any reasons or prior notice. The Issue shall be open for subscription during the banking hours on each day during the period covered by the issue program.

**Eligible investors:** Qualified Institutional Buyers defined as per Regulation 2(ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 as this issue is of debt securities on private placement basis, by issuer who is in existence for less than three years, in accordance with Clause 2.3.8 c. of Schedule II to the SEBI NCS Regulations, 2021

**Details about underwriting of the issue including the amount undertaken to be underwritten by the underwriters:**

Nil

**Details pertaining to the uploading of Placement Memorandum on the electronic book provider platform, if applicable:**

The Issue of Debentures will be made in compliance with the electronic book mechanism as per the Operational Circular and Applicable Law.

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## 1. DEFINITIONS AND ABBREVIATIONS

Term	Description
<b>Application Form</b>	The form by which, the Eligible Investors shall apply for the Debentures of the Company appended herewith as Annexure 4 ( <i>Application Form</i> ).
<b>Articles of Association</b>	The articles of association of the Company, as amended from time to time.
<b>Beneficial Owner(s)</b>	Debenture Holder(s) holding Debenture(s) in dematerialized form (Beneficial Owner of the Debenture(s) as defined in clause (a) of subsection of (1) of Section 2 of the Depositories Act, 1996).
<b>Board</b>	Board of Directors of the Company.
<b>BSE</b>	BSE Limited.
<b>BSE-EBP</b>	BSE electronic bidding platform for issuance of debt securities on private placement basis.
<b>Business Day</b>	<p>(a) for any purpose other than as set out in paragraph (b) or (c) below, a day on which banks are open for general business in Hyderabad, India;</p> <p>(b) announcement of bid/issue period, a day other than Saturday, Sunday and public holidays on which banks are open for general business in Hyderabad; and</p> <p>(c) for the time period between the issue closing date and listing of the Debentures in accordance with the Operational Circular, all trading days of the BSE on which the Debentures are listed (other than a Saturday, a Sunday and bank holidays as specified by SEBI from time to time).</p>
<b>CDSL</b>	Central Depository Services (India) Limited.
<b>Change of Control</b>	Has the same meaning assigned to it in the Debenture Trust Deed.
<b>CMHPL</b>	Chilaka Management Holding Private Limited, a company incorporated under the provisions of the Companies Act, 1956, and validly existing under the Companies Act, 2013, having corporate identification number U51909TG2012PTC083829, and registered office at Office No. A1102, The Platina, 11th Floor, A Block, Gachibowli, Hyderabad, Telangana – 500032, India.
<b>Common Secured Obligations</b>	Shall mean, cumulatively, the Debt and the GGAPL Debt.
<b>Common Security Trustee</b>	Vistra ITCL (India) Limited, appointed / to be appointed as the common security trustee pursuant to the Common Security Trustee Agreement.
<b>Common Security Trustee</b>	The common security trustee agreement entered into on or

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<b>Agreement</b>	about the date of the Debenture Trust Deed between, <i>inter alia</i> , the Company, the Common Security Trustee, the Debenture Trustee and the GGAPL Debenture Trustee.
<b>Companies Act</b>	Companies Act, 2013, including the rules and regulations prescribed thereunder, and all amendments, enactments, re-enactments or modifications thereof, from time to time.
<b>Company</b>	Megraj Holdings Private Limited
<b>Company OCDs</b>	means the optionally convertible, unsecured, unrated, unlisted, debentures of KHPL having face value of INR 10 (Indian Rupees Ten) each to be held by MHPL, aggregating to INR 1,400,000,000 (Indian Rupees One Hundred and Forty Crores), issued pursuant to the terms of the OCD Subscription Agreement.
<b>Coupon Rate</b>	7% per annum payable quarterly
<b>Coupon Period</b>	The first Coupon Period for each Debenture shall start after 9 (nine) months from the Deemed Date of Allotment. Each subsequent Coupon Period for the Debentures shall start on the last day of the preceding Coupon Period for such Debenture and end on the following Coupon Payment Date.
<b>Coupon Payment Date</b>	Shall mean June 15, September 15, December 15, and March 15 of each Financial Year commencing after 9 (nine) months after the Deemed Date of Allotment.
<b>Debenture(s)</b>	14,000 secured, listed, redeemable, rated non-convertible debentures of face value of INR 1,00,000 (Indian Rupees One Lakh) each aggregating up to INR 1,400,000,000 (Indian Rupees One Hundred and Forty Crores).
<b>Debenture Holder(s)</b>	The persons who are, for the time being and from time to time, the holders of the Debentures and whose names appear in the Register of Beneficial Owners, and " <b>Debenture Holder</b> " means each such person.
<b>Debenture Trustee</b>	The trustee of the Debenture Holder(s), in this case being Vistra ITCL (India) Limited.
<b>Debenture Trust Deed</b>	The debenture trust deed dated 2 <sup>nd</sup> June 2023 entered into between, <i>inter alia</i> , the Company and the Debenture Trustee in relation to the Debentures in terms of which the Debentures are being issued.
<b>Debt</b>	means the aggregate of the outstanding Nominal Value, Coupon, Redemption Premium, Make Whole Amount, Default Interest, Unpaid Sum, costs (including but not limited to enforcement costs), charges, expenses, indemnified amounts and all present and future moneys, debts and liabilities due, owing or incurred from time to time by the Company to any Secured Party under or in connection with the Debentures, this Deed and/or any other Debenture Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).

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<b>Deed of Guarantee (GGAPL)</b>	the deed of guarantee dated on or about the date of this deed entered into between GGAPL and the Common Security Trustee for the purpose of guaranteeing the Debt.
<b>Deed of Guarantee (GGLMPL)</b>	means the deed of guarantee dated on or about the date of this deed entered into between GGLMPL and the Common Security Trustee for the purpose of guaranteeing the Common Secured Obligations.
<b>Deed of Guarantee (GRAPL)</b>	The deed of guarantee dated on or about the date of this deed entered into between GRAPL and the Common Security Trustee for the purpose of guaranteeing the Common Secured Obligations.
<b>Deed of Guarantee (KHPL)</b>	The deed of guarantee dated on or about the date of this deed entered into between KHPL and the Common Security Trustee for the purpose of guaranteeing the Common Secured Obligations.
<b>Deed of Guarantee (Promoter)</b>	The deed of guarantee dated on or about the date of this deed entered into between TEPL and the Common Security Trustee for the purpose of guaranteeing the Common Secured Obligations.
<b>Deed of Guarantee (TEPL)</b>	The deed of guarantee dated on or about the date of this deed entered into between TEPL and the Common Security Trustee for the purpose of guaranteeing the Common Secured Obligations.
<b>Deed of Hypothecation (Company)</b>	The deed of hypothecation dated on or about the date of the Debenture Trust Deed, entered into between the Company, the Debenture Trustee, and the Common Security Trustee, for creating Security over the Hypothecated Assets (Company) to secure the Common Secured Obligations, acting for the benefit of, <i>inter alia</i> , the Debenture Holders.
<b>Deed of Hypothecation (KHPL)</b>	The deed of hypothecation dated on or about the date of the Debenture Trust Deed entered into between KHPL and the Common Security Trustee, for creating Security over the Hypothecated Assets (KHPL) to secure the Common Secured Obligations, acting for the benefit of, <i>inter alia</i> , the Debenture Holders.
<b>Deed of Hypothecation (GGLMPL)</b>	The deed of hypothecation dated on or about the date of the Debenture Trust Deed entered into between GGLMPL, the Company, and the Common Security Trustee, for creating Security over the Hypothecated Assets (GGLMPL) to secure the GGAPL Debt, acting for the benefit of, <i>inter alia</i> , the Debenture Holders.
<b>Deemed Date of Allotment</b>	20 <sup>th</sup> June, 2023
<b>Default Interest</b>	any interest payable or paid in accordance with the Debenture Trust Deed, calculated at the Default Interest Rate as set out in the Debenture Trust Deed.

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<b>Default Interest Rate</b>	2.0% per annum over and above the Yield.
<b>Depositories</b>	NSDL and/or CDSL, as the context requires.
<b>Depositories Act</b>	The Depositories Act, 1996, as amended from time to time.
<b>Depository Participant / DP</b>	A depository participant as defined under the Depositories Act.
<b>Director(s)</b>	Director(s) of Company unless otherwise mentioned.
<b>DP ID</b>	Depository Participant identification number that is allocated to the Depository Participant by the Depository.
<b>Eligible Investors</b>	Qualified Institutional Buyers defined as per Regulation 2(ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 as this issue is of debt securities on private placement basis, by issuer who is in existence for less than three years, in accordance with Clause 2.3.8 c. of Schedule II to the SEBI NCS Regulations, 2021
<b>Event of Default</b>	Has the same meaning assigned to it in the Debenture Trust Deed.
<b>Face Value/ Nominal Value</b>	INR 1,00,000 being the nominal value of each Debenture.
<b>Fee Letter</b>	A fee letter/Trustee Consent Letter dated 18 <sup>th</sup> May 2023 issued by the Debenture Trustee and accepted by the Company.
<b>Final Redemption Date</b>	Date falling on the expiry of 36 Months from the Deemed Date of Allotment with a right to extend for further period of 12 Months for two terms.
<b>Financial Indebtedness</b>	Means any indebtedness for or in respect of: <ul style="list-style-type: none"> <li>(a) moneys borrowed;</li> <li>(b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;</li> <li>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;</li> <li>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);</li> <li>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;</li> </ul>



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	<p>(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price including any credit support arrangement in respect thereof (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);</p> <p>(h) shares (or any instruments convertible into shares) which are expressed to be redeemable or the subject of a put option or any form of guarantee;</p> <p>(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;</p> <p>(j) first loss demand guarantee or any other credit enhancement or credit support document; and</p> <p>(k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.</p>
<b>GGAPL</b>	Green Gold Animation Private Limited, a company incorporated under the laws of India with corporate identification number U92114TG2004PTC042718 and having its registered office at Office No. A1101, The Platina, 11th Floor, 'A' Block, Gachibowli Hyderabad Telangana 500032, India.
<b>GGAPL Acquisition Event</b>	The acquisition of the relevant Pledged Shares (GGAPL Acquisition) by GGAPL in accordance with the GGAPL Share Acquisition Documents.
<b>GGAPL Debenture Trust Deed</b>	The debenture trust deed dated 2 June 2023 entered into between GGAPL and the GGAPL Debenture Trustee.
<b>GGAPL Debenture Trustee</b>	Vistra ITCL (India) Limited acting as the debenture trustee for the debenture holders under the GGAPL Issue.
<b>GGAPL Debentures</b>	The debentures issued pursuant to GGAPL Issue.
<b>GGAPL Debt</b>	"Debt" as defined in the GGAPL Debenture Trust Deed.
<b>GGAPL Issue</b>	The Financial Indebtedness raised by GGAPL by the issue of unlisted, redeemable, secured non-convertible debentures aggregating to INR 200,000,000, in accordance with the terms of the GGAPL Debenture Trust Deed and the offer letters to be issued by GGAPL.
<b>GGAPL Share Acquisition Documents</b>	All documents, agreements, and instruments (as amended from time to time) in relation to the GGAPL Acquisition Event pursuant to which GGAPL acquires the shareholding of the Seller in GGLMPL (amounting to 24.5% of the GGLMPL Shares) which includes the Share Purchase Agreement (GGAPL).

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<b>GGLMPL</b>	Green Gold Licensing and Merchandising India Private Limited, a company incorporated under the laws of India with corporate identification number U51101TG2011PTC073921 and having its registered office at The Platina, 11th Floor, 'A' Block, Kondapur Road, APHB, Gachibowli Hyderabad Telangana 500032, India.
<b>GRAPL</b>	Golden Robot Animation Private Limited, a company incorporated under the laws of India with corporate identification number U74999MH2017PTC294776 and having its registered office at Office No. 306 A, Third Floor, DLH Park, MTNL Ex Sv Road, Goregaon West, Mumbai – 400062.
<b>Hypothecated Assets (Company)</b>	The current assets, fixed assets, and all other movable assets of the Company, as more specifically set out in the Deed of Hypothecation (Company).
<b>INR/Rs.</b>	The lawful currency of the Republic of India.
<b>Placement Memorandum</b>	This private placement offer cum application letter dated 9 <sup>th</sup> June, 2023 for private placement of the Debentures.
<b>Issue</b>	Issue of Debentures by the Company in accordance with the Terms and Conditions set out in this Placement Memorandum.
<b>Internal Rate of Return</b>	The rate at which the present value of cash outflows in respect of that Debenture on and from its Deemed Date of Allotment to the relevant date of such calculation equals the present value of the cash inflows to the Company, in respect of the Debentures, on the relevant Deemed Date of Allotment of such Debenture. The Internal Rate of Return will be determined in accordance with the IRR Calculation Method.
<b>IRR Calculation Method</b>	Method for determining the Internal Rate of Return, namely using the exact dates of receiving cash flows (including payment received towards Coupon, Redemption Premium, and principal repayments of Debenture but excluding any payments in respect of Default Interest, Make Whole Amounts, any other costs, expenses, reimbursements, indemnities, gross up on account of Taxes or any other amounts payable by the Obligors pursuant to the Debenture Documents) and making of investments by the Debenture Holder, calculated using the “XIRR” function of Microsoft Excel (or if such program is no longer available, such other software program reasonably acceptable to the Debenture Holders for calculating the internal rate of return).
<b>KHPL</b>	Kazoom Holding Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having corporate identification number U64990TG2018PTC121925, and its registered office at The Platina, 11th Floor, A Block, APHB, Kondapur Road, Gachibowli Hyderabad, Telangana, 500032, India.

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<b>KHPL Acquisition Event</b>	means the acquisition of the relevant shares of GGAPL (amounting to 50% of the equity share capital of GGAPL) by KHPL from the Seller, in accordance with the KHPL Share Acquisition Documents.
<b>KHPL Share Acquisition Documents</b>	means all documents, agreements, and instruments (as amended from time to time) in relation to the KHPL Acquisition Event pursuant to which KHPL acquires the relevant Pledged Shares (KHPL Acquisition), which includes the Share Purchase Agreement (KHPL).
<b>Make Whole Amount</b>	Has the meaning ascribed to the term in the Debenture Trust Deed.
<b>Memorandum of Association</b>	The memorandum of association of the Company.
<b>Mrs. Megha</b>	Mrs. Megha Chilakalapudi, aged about 37 years, and residing at 1-98/7/43/A and B, Villa no-16, Bollineni Homes, Ayappa Society, Near Hitech Theatre, Madhapur, K.V Rangedreddy, Serilingampally, Telangana, 500081 and having permanent account number ANJPC7046A.
<b>NSDL</b>	National Securities Depository Limited.
<b>OCD Subscription Agreement</b>	The agreement to be executed between KHPL and the Company, for the subscription by the Company to the Company OCDs.
<b>Operational Circular</b>	'Operational Circular for issue and listing of Non-convertible Securities, Securities Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Papers' bearing no. SEBI/HO/DDHS/P/CIR/2021/613, dated 10 August, 2021, (as amended from time to time) issued by SEBI.
<b>PAN</b>	AAQCM2331M
<b>Pay In Date</b>	20 <sup>th</sup> June, 2023
<b>Pledge Agreement</b>	means the pledge agreement dated on or about the date of the Debenture Trust Deed, entered into between <i>inter alia</i> the Company, the Pledgors, the Common Security Trustee, the GGAPL Debenture Trustee, and the Debenture Trustee on or about the date of the Debenture Trust Deed for creation of the pledge over the Pledged Shares, in favour of the Common Security Trustee, for the benefit of the Secured Parties.
<b>Pledged Shares</b>	Pledged Shares (GGAPL), Pledged Shares (MHPL), Pledged Shares (KHPL), Pledged Shares (GGAPL Acquisition), Pledged Shares (KHPL Acquisition), and the Pledged Shares (Individual Obligors).
<b>Pledged Shares (GGAPL)</b>	(a) such number of GGLMPL Shares constituting 51% of the issued equity share capital of GGLMPL (on a fully diluted basis), being 102,000 GGLMPL Shares held by

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	<p>GGAPL on the date of the Debenture Trust Deed;</p> <p>(b) such number of TEPL Shares constituting 50% of the issued equity share capital of TEPL (on a fully diluted basis), being 5,000 TEPL Shares held by GGAPL on the date of the Debenture Trust Deed; and</p> <p>(c) such number of GRAPL Shares constituting 90% of the issued equity share capital of GRAPL (on a fully diluted basis), being 9,000 GRAPL Shares held by GGAPL on the date of the Debenture Trust Deed,</p> <p>and such other GGLMPL Shares, TEPL Shares and GRAPL Shares which are to be pledged in favour of the Common Security Trustee from time to time pursuant to the Pledge Agreement.</p>
<b>Pledged Shares (Individual Obligors)</b>	<p>(a) such number of GGAPL Shares constituting 50% of the issued equity share capital of GGAPL (on a fully diluted basis), being 2,450,000 GGAPL Shares held by the Promoter on the date of the Debenture Trust Deed;</p> <p>(b) such number of GGLMPL Shares constituting 24.5% of the issued equity share capital of GGLMPL (on a fully diluted basis), being 49,000 GGLMPL Shares held by the Promoter on the date of the Debenture Trust Deed;</p> <p>(c) such number of TEPL Shares constituting 50% of the issued equity share capital of TEPL (on a fully diluted basis), being 50,000 TEPL Shares held by Mr. Srinivas on the date of the Debenture Trust Deed;</p> <p>(d) such number of GRAPL Shares constituting 10% of the issued equity share capital of GRAPL (on a fully diluted basis), being 1,000 GRAPL Shares held by Mr. Srinivas on the date of the Debenture Trust Deed;</p> <p>and such other GGAPL Shares, GGLMPL Shares, TEPL Shares and GRAPL Shares which are to be pledged in favour of the Common Security Trustee from time to time pursuant to the Pledge Agreement.</p>
<b>Pledged Shares (KHPL)</b>	<p>means on any day, such number of shares constituting 100% of the issued equity share capital of KHPL (on a fully diluted basis), being 1 share held by the Promoter on the date of the Debenture Trust Deed, constituting 0.01% of the issued equity share capital of KHPL (on a fully diluted basis) and 9,999 shares held by CMHPL on the date of this Deed</p>

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	constituting 99.99% of the issued equity share capital of KHPL (on a fully diluted basis), and such other KHPL Shares which are to be pledged in favour of the Common Security Trustee from time to time pursuant to this this Deed and the Common Secured Documents.
<b>Pledged Shares (KHPL Acquisition)</b>	means on any day, such number of shares of GGAPL constituting 50% of the issued equity share capital of GGAPL (on a fully diluted basis), acquired and held by KHPL pursuant to the KHPL Share Acquisition Documents and such other shares of GGAPL which are to be pledged in favour of the Common Security Trustee by KHPL, from time to time pursuant to the Debenture Trust Deed, and the Common Secured Documents.
<b>Pledged Shares (MHPL)</b>	means on any day, such number of shares constituting 100% of the issued equity share capital of MHPL (on a fully diluted basis), being 9,100 shares held by Mrs. Megha on the date of this Agreement, constituting 91% of the issued equity share capital of MHPL (on a fully diluted basis) and 900 shares held by the Promoter on the date of this Deed constituting 9% of the issued equity share capital of MHPL (on a fully diluted basis), and such other shares which are to be pledged in favour of the Common Security Trustee from time to time pursuant to this Deed and the Common Secured Documents.
<b>Promoter</b>	Mr. Rajiv Chilaka, aged about 48 years and residing at 1-98/7/43/A and B, Villa no-16, Bollineni Homes, Ayappa Society, Near Hitech Theatre, Madhapur, K.V Rangereddy, Serilingampally, Telangana, 500081 and having permanent account number ADHPC7256N.
<b>Rating Agency</b>	India Ratings & Research Private Limited
<b>RBI</b>	Reserve Bank of India.
<b>Registrar and Transfer Agent</b>	Kfin Technologies Private Limited
<b>Redemption Premium</b>	Means, at the time of redemption of any Debenture (in full or in part), an amount payable on the Nominal Value being redeemed of each such Debenture, such that the return (calculated in terms of IRR) to each Debenture Holder on the Nominal Value being redeemed (until the date of such redemption) is equal to the Yield and shall accrue and shall be payable in accordance with the Debenture Documents.
<b>RoC/ROC</b>	Registrar of Companies, Hyderabad
<b>RTGS</b>	Real Time Gross Settlement.

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<b>SEBI</b>	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
<b>SEBI Debt Regulations</b>	Securities and Exchange Board of India (Issue and Listing of Non- Convertible Securities) Regulations, 2021 (as amended from time to time).
<b>Secured Assets</b>	<p>Payment of principal, interest and other amounts for the Debentures issued shall be secured in favour of the Debenture Trustee by:</p> <ol style="list-style-type: none"> <li>a) A first ranking charge by way of hypothecation by the Company over all the Hypothecated Assets (Company) in accordance with the terms of the Deed of Hypothecation (Company).</li> <li>b) A second ranking pledge by GGAPL (subservient only to the GGAPL Debentures) over the Pledged Shares (GGAPL Acquisition) in accordance with the terms of the Pledge Agreement.</li> <li>c) A first ranking charge by way of hypothecation by Kazoom Holding Private Limited (“<b>KHPL</b>”) over the Hypothecated Assets of KHPL in accordance with the terms of the Deed of Hypothecation (KHPL);</li> <li>d) A first ranking pledge over the following shares: <ol style="list-style-type: none"> <li>(i) 50% of the issued equity share capital of Green Gold Animation Private Limited (“<b>GGAPL</b>”) held by the Mr. Sitarama Rajiv Chilakalapudi (“<b>Promoter</b>”);</li> <li>(ii) 24.5% of the issued equity share capital of Green Gold Licensing and Merchandising Private Limited (<b>GGLMPL</b>) held by the Promoter;</li> <li>(iii) 50% of the issued equity share capital of Tigris Entertainment Private Limited (<b>TEPL</b>) held by Mr. Srinivas Chilakalapudi;</li> <li>(iv) 50% of the issued equity share capital of Tigris Entertainment Private Limited (<b>TEPL</b>) held by GGAPL;</li> <li>(v) 10% of the issued equity share capital of Golden Robot Animation Private Limited (<b>GRAPL</b>) held by Mr. Srinivas Chilakalapudi;</li> <li>(vi) 90% of the issued equity share capital of Golden Robot Animation Private Limited (<b>GRAPL</b>) held by Mr. Srinivas Chilakalapudi;</li> <li>(vii) 50% of the issued equity share capital of</li> </ol> </li> </ol>

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	<p>GGAPL held by KHPL;</p> <p>(viii) 75.5% of the issued equity share capital of GGLMPL by GGAPL;</p> <p>(ix) 99% of the issued equity share capital of KHPL by Chilaka Management Holdings Private Limited;</p> <p>(x) 1% of the issued equity share capital of KHPL held by the Promoter; and</p> <p>(xi) 100% of the issued Optional Convertible Debenture of KHPL held by the Company;</p> <p>a) A first ranking pledge over 100% of the issued equity share capital of the Company held by the Promoter and Mrs. Megha Chilakalapudi;</p> <p>b) A first ranking charge over an immovable property owned by Megraj Real Estates LLP at Chintalacheruvu of approximately 40.37 acre ("<b>Chintalacheruvu Land</b>");</p> <p>c) A corporate guarantee from each of GGAPL, TEPL, GRAPL, GGLMPL and KHPL; and</p> <p>d) An unconditional and irrevocable personal guarantee from the Promoter.</p>
<b>Security</b>	Mortgage, charge, hypothecation, guarantee, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
<b>Secured Parties</b>	The Debenture Holders, the Debenture Trustee and the Common Security Trustee or any delegate or receiver appointed by the Debenture Trustee and " <b>Secured Party</b> " means any of them.
<b>Seller</b>	Mr. Samir Jain, aged about 57 years and residing at Bimal Prakash Jain, 144 Avenue IV, Street III, Banjara Hills, Hyderabad - 500034
<b>Stock Exchange(s)</b>	BSE Limited
<b>Tax</b>	All forms of present and future taxes (including but not limited to indirect taxes such as service tax, value added tax or other similar taxes), deductions, withholdings, duties, imposts, levies, cesses, fees, charges, social security contributions and rates imposed, levied, collected, withheld or assessed by any Governmental Agency in India or other taxing authority in India or elsewhere and any interest, additional taxation penalty, surcharge, cess or fine in connection therewith.
<b>TEPL</b>	Tigris Entertainment Private Limited, a company incorporated under the laws of India with corporate



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	identification number U72900TG2012PTC079717 and having its registered office at 3-48-28 (PLOT 20), Brooke Bond Colony Kakaguda, Secunderabad Telangana 500015 India.
<b>Terms and Conditions</b>	Terms and conditions of the Debentures as set out in the Debenture Trust Deed.
<b>Transaction Documents</b>	As set out on page 79 ( <i>Details of the Transaction Structure</i> ) of this Placement Memorandum
<b>Trustee Agreement</b>	The trustee agreement dated 20 <sup>th</sup> March 2023 entered into between the Company and the Debenture Trustee, as amended by amendment agreement dated 18 <sup>th</sup> May 2023 executed between the Company and the Debenture Trustee.
<b>Unpaid Sum</b>	means any sum due and payable but unpaid by the Company under the Debenture Documents.
<b>WDM</b>	Wholesale Debt Market Segment of the Stock Exchange.
<b>Yield</b>	Means 17% Internal Rate of Return on the outstanding principal amount of the Debentures (and taking into account as return or cashflow for such purpose, payment received towards Coupon, Redemption Premium, principal repayments of Debenture and the amount equivalent to the Discount).

## 2. DISCLAIMERS

### GENERAL DISCLAIMER

THIS PLACEMENT MEMORANDUM IS NEITHER A PROSPECTUS NOR A STATEMENT IN LIEU OF A PROSPECTUS AND SHOULD NOT BE CONSTRUED TO BE A PROSPECTUS OR A STATEMENT IN LIEU OF PROSPECTUS AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC GENERALLY TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE THE DEBT SECURITIES TO BE ISSUED BY THE COMPANY UNDER THE COMPANIES ACT, 2013 OR ANY OTHER PREVAILING RULES AND REGULATIONS. THIS IS ONLY AN INFORMATION BROCHURE INTENDED FOR PRIVATE USE. THIS PLACEMENT MEMORANDUM HAS BEEN PREPARED IN CONFORMITY WITH THE SEBI DEBT REGULATIONS, THE COMPANIES ACT, 2013 AND FORM PAS-4 OF THE COMPANIES (PROSPECTUS AND ALLOTMENT OF SECURITIES) RULES, 2014, EACH AS AMENDED. THE ISSUE OF DEBENTURES TO BE LISTED ON THE WDM IS BEING MADE STRICTLY ON A PRIVATE PLACEMENT BASIS. THIS PLACEMENT MEMORANDUM IS NOT INTENDED TO BE CIRCULATED TO MORE THAN 199 (ONE HUNDRED AND NINETY NINE) PERSONS. MULTIPLE COPIES HEREOF GIVEN TO THE SAME ENTITY SHALL BE DEEMED TO BE GIVEN TO THE SAME PERSON AND SHALL BE TREATED AS SUCH. THIS PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES TO THE PUBLIC IN GENERAL. IT IS THE RESPONSIBILITY OF INVESTORS TO ENSURE THAT THEY WILL SELL THESE DEBENTURES IN STRICT ACCORDANCE WITH THIS PLACEMENT MEMORANDUM, TRANSACTION DOCUMENTS AND OTHER APPLICABLE LAWS SO THAT THE SALE DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE COMPANIES ACT.



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APART FROM THIS PLACEMENT MEMORANDUM NO OFFER DOCUMENT OR PROSPECTUS HAS BEEN PREPARED IN CONNECTION WITH THE OFFERING OF THIS ISSUE OR IN RELATION TO THE COMPANY NOR IS SUCH A PROSPECTUS REQUIRED TO BE REGISTERED UNDER THE APPLICABLE LAWS. THE POTENTIAL INVESTORS SHALL AT ALL TIMES BE RESPONSIBLE FOR ENSURING THAT IT SHALL NOT DO ANY ACT DEED OR THING WHICH WOULD RESULT THIS PLACEMENT MEMORANDUM BEING RELEASED TO ANY THIRD PARTY (WHERE SUCH PARTY IS NOT AN INTENDED RECIPIENTS FROM THE COMPANY) AND IN TURN CONSTITUTES AN OFFER TO THE PUBLIC HOWSOEVER.

**THIS PLACEMENT MEMORANDUM AND THE CONTENTS HEREOF ARE RESTRICTED ONLY FOR THE INTENDED RECIPIENT(S) WHO HAVE BEEN ADDRESSED DIRECTLY AND SPECIFICALLY THROUGH A COMMUNICATION BY THE COMPANY AND ONLY SUCH RECIPIENTS ARE ELIGIBLE TO APPLY FOR THE DEBENTURES. ALL INVESTORS ARE REQUIRED TO COMPLY WITH THE RELEVANT REGULATIONS/GUIDELINES APPLICABLE TO THEM FOR INVESTING IN THIS ISSUE. THE CONTENTS OF THIS PLACEMENT MEMORANDUM ARE INTENDED TO BE USED ONLY BY THOSE INVESTORS TO WHOM IT IS ISSUED. IT IS NOT INTENDED FOR DISTRIBUTION TO ANY OTHER PERSON AND SHOULD NOT BE REPRODUCED BY THE RECIPIENT. THE POTENTIAL INVESTORS SHALL BE REQUIRED TO INDEPENDENTLY PROCURE ALL THE LICENSES AND APPROVALS, IF APPLICABLE, PRIOR TO SUBSCRIBING TO THE DEBENTURES AND THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE SAME.**

EACH COPY OF THIS PLACEMENT MEMORANDUM IS SERIALY NUMBERED AND THE PERSON TO WHOM A COPY OF THE PLACEMENT MEMORANDUM IS SENT, IS ALONE ENTITLED TO APPLY FOR THE DEBENTURES. NO INVITATION IS BEING MADE TO ANY PERSONS OTHER THAN THOSE TO WHOM APPLICATION FORMS ALONG WITH THIS PLACEMENT MEMORANDUM HAVE BEEN SENT. ANY APPLICATION BY A PERSON TO WHOM THE PLACEMENT MEMORANDUM HAS NOT BEEN SENT BY OR ON BEHALF OF THE COMPANY SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

THE PERSON WHO IS IN RECEIPT OF THIS PLACEMENT MEMORANDUM SHALL MAINTAIN UTMOST CONFIDENTIALITY REGARDING THE CONTENTS OF THIS PLACEMENT MEMORANDUM AND SHALL NOT REPRODUCE OR DISTRIBUTE IN WHOLE OR PART OR MAKE ANY ANNOUNCEMENT IN PUBLIC OR TO A THIRD PARTY REGARDING THE CONTENTS HEREOF WITHOUT THE CONSENT OF THE COMPANY. THE RECIPIENT AGREES TO KEEP CONFIDENTIAL ALL INFORMATION PROVIDED (OR MADE AVAILABLE HEREAFTER), INCLUDING, WITHOUT LIMITATION, THE EXISTENCE AND TERMS OF THE ISSUE, ANY SPECIFIC PRICING INFORMATION RELATED TO THE ISSUE OR THE AMOUNT OR OTHER PARTIES IN CONNECTION WITH THE ISSUE. THIS PLACEMENT MEMORANDUM MAY NOT BE PHOTOCOPIED, REPRODUCED, OR DISTRIBUTED TO OTHERS AT ANY TIME WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. UPON REQUEST, THE RECIPIENTS WILL PROMPTLY RETURN ALL MATERIAL RECEIVED FROM THE COMPANY AND/OR ANY OF THEIR AFFILIATES (INCLUDING THIS PLACEMENT MEMORANDUM) WITHOUT RETAINING ANY COPIES HEREOF. IF ANY RECIPIENT OF THIS PLACEMENT MEMORANDUM DECIDES NOT TO PARTICIPATE IN THE ISSUE, THAT RECIPIENT MUST PROMPTLY RETURN THIS PLACEMENT MEMORANDUM AND ALL REPRODUCTIONS WHETHER IN WHOLE OR IN PART AND ANY OTHER INFORMATION STATEMENT, NOTICE, OPINION, MEMORANDUM, EXPRESSION OR FORECAST MADE OR SUPPLIED AT ANY TIME IN RELATION THERETO OR RECEIVED IN CONNECTION WITH THE ISSUE, TO THE COMPANY.

IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS OF THIS PLACEMENT MEMORANDUM AND THE DEBENTURES TRUST DEED, THE TERMS OF THE DEBENTURES TRUST DEED SHALL PREVAIL.

**DISCLAIMER IN RESPECT OF JURISDICTION**

THIS ISSUE IS MADE IN INDIA TO THE ELIGIBLE INVESTORS, WHO SHALL BE SPECIFICALLY APPROACHED BY THE COMPANY. THE DISTRIBUTION OF THE PLACEMENT MEMORANDUM

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OR THE APPLICATION FORMS AND THE OFFER, SALE, PLEDGE OR DISPOSAL OF THE DEBENTURES MAY BE RESTRICTED OR PROHIBITED BY LAW IN CERTAIN JURISDICTIONS. RECIPIENTS ARE REQUIRED TO OBSERVE SUCH RESTRICTIONS AND THEIR AFFILIATES ACCEPT NO LIABILITY TO ANY PERSON IN RELATION TO THE DISTRIBUTION OF INFORMATION IN ANY JURISDICTION.

THIS PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO DEBENTURES OFFERED HEREBY TO ANY PERSON TO WHOM IT IS NOT SPECIFICALLY ADDRESSED. ANY DISPUTES ARISING OUT OF THIS ISSUE WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS AND TRIBUNALS OF HYDERABAD, INDIA. THIS PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION TO SUBSCRIBE TO THE DEBENTURES HEREIN, IN ANY OTHER JURISDICTION AND TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE AN OFFER OR INVITATION IN SUCH JURISDICTION. THE SALE OR TRANSFER OF THESE DEBENTURES OUTSIDE INDIA MAY REQUIRE REGULATORY APPROVALS IN INDIA, INCLUDING WITHOUT LIMITATION, THE APPROVAL OF THE RBI OR OTHER REGULATORY AUTHORITY.

**DISCLAIMER OF THE COMPANY**

THIS PLACEMENT MEMORANDUM HAS BEEN PREPARED BY THE COMPANY SOLELY TO PROVIDE GENERAL INFORMATION ABOUT THE COMPANY AND SETTING OUT THE KEY TERMS UPON WHICH THE DEBENTURES ARE BEING ISSUED, TO ELIGIBLE INVESTORS TO WHOM IT IS ADDRESSED AND WHO ARE WILLING AND ELIGIBLE TO SUBSCRIBE TO THE DEBENTURES. THIS PLACEMENT MEMORANDUM DOES NOT PURPORT TO CONTAIN ALL THE INFORMATION THAT ANY ELIGIBLE INVESTOR MAY REQUIRE. FURTHER, THIS PLACEMENT MEMORANDUM HAS BEEN PREPARED FOR INFORMATION PURPOSES RELATING TO THIS TRANSACTION ONLY AND UPON THE EXPRESS UNDERSTANDING THAT IT WILL BE USED ONLY FOR THE PURPOSES SET FORTH HEREIN.

THE COMPANY, HAVING MADE ALL REASONABLE INQUIRIES, ACCEPTS RESPONSIBILITY FOR, AND CONFIRMS THAT THIS PLACEMENT MEMORANDUM CONTAINS ALL INFORMATION WITH REGARD TO THE COMPANY AND THE ISSUE, WHICH IS MATERIAL IN THE CONTEXT OF THE ISSUE, THAT THE INFORMATION CONTAINED IN THIS PLACEMENT MEMORANDUM IS TRUE AND CORRECT IN ALL MATERIAL ASPECTS AND IS NOT MISLEADING, THAT THE OPINIONS AND INTENTIONS EXPRESSED HEREIN ARE HONESTLY HELD AND THAT THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH MAKES THIS PLACEMENT MEMORANDUM AS A WHOLE OR ANY OF SUCH INFORMATION OR THE EXPRESSION OF ANY SUCH OPINIONS OR INTENTIONS MISLEADING.

THE COMPANY HAS NOT OMITTED ANY MATERIAL FACT NECESSARY TO MAKE AND THE STATEMENTS MADE HEREIN ARE NOT MISLEADING IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PLACEMENT MEMORANDUM OR IN ANY MATERIAL MADE AVAILABLE BY THE COMPANY TO ANY POTENTIAL INVESTOR PURSUANT HERETO AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE COMPANY CONFIRMS THAT ALL INFORMATION CONSIDERED ADEQUATE AND RELEVANT TO THE ISSUE HAS BEEN MADE AVAILABLE IN THIS PLACEMENT MEMORANDUM FOR THE USE AND PERUSAL OF THE POTENTIAL INVESTORS AND NO SELECTIVE OR ADDITIONAL INFORMATION WOULD BE MADE AVAILABLE TO ANY SECTION OF INVESTORS IN ANY MANNER WHATSOEVER.

THIS PLACEMENT MEMORANDUM DOES NOT CONSTITUTE, NOR MAY IT BE USED FOR OR IN CONNECTION WITH, AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN

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WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. NO ACTION IS BEING TAKEN TO PERMIT AN OFFERING OF THE DEBENTURES OR THE DISTRIBUTION OF THIS PLACEMENT MEMORANDUM IN ANY JURISDICTION WHERE SUCH ACTION IS REQUIRED. THE DISTRIBUTION OF THIS OFFER AND THE OFFERING AND ISSUE OF THE DEBENTURES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PERSONS INTO WHOSE POSSESSION THIS PLACEMENT MEMORANDUM COME ARE REQUIRED TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS. THE PLACEMENT MEMORANDUM IS MADE AVAILABLE TO INVESTORS IN THE ISSUE ON THE STRICT UNDERSTANDING THAT THE CONTENTS HEREOF ARE STRICTLY CONFIDENTIAL AND THE DETAILS PROVIDED HEREIN ARE STRICTLY FOR THE SOLE PURPOSE OF INFORMATION TO THE POTENTIAL INVESTORS.

THE COMPANY DOES NOT UNDERTAKE TO UPDATE THE PLACEMENT MEMORANDUM TO REFLECT SUBSEQUENT EVENTS AFTER THE DATE OF THE PLACEMENT MEMORANDUM AND THUS IT SHOULD NOT BE RELIED UPON WITH RESPECT TO SUCH SUBSEQUENT EVENTS WITHOUT FIRST CONFIRMING ITS ACCURACY WITH THE COMPANY.

NEITHER THE DELIVERY OF THIS PLACEMENT MEMORANDUM NOR ANY ISSUE OF DEBENTURES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CONSTITUTE A REPRESENTATION OR CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF.

**DISCLAIMER OF THE STOCK EXCHANGE**

AS REQUIRED, A COPY OF THIS PLACEMENT MEMORANDUM HAS BEEN FILED WITH BSE PURSUANT TO THE SEBI DEBT REGULATIONS. IT IS TO BE DISTINCTLY UNDERSTOOD THAT SUBMISSION OF THIS PLACEMENT MEMORANDUM TO THE BSE SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO MEAN THAT THIS PLACEMENT MEMORANDUM HAS BEEN REVIEWED, CLEARED OR APPROVED BY BSE; NOR DOES THAT BSE IN ANY MANNER WARRANT, CERTIFY OR ENDORSE THE CORRECTNESS OR COMPLETENESS OF ANY OF THE CONTENTS OF THIS PLACEMENT MEMORANDUM, OR THAT THE COMPANY'S DEBENTURES WILL BE LISTED OR WILL CONTINUE TO BE LISTED ON BSE. BSE DOES NOT TAKE ANY RESPONSIBILITY FOR THE SOUNDNESS OF THE FINANCIAL AND OTHER CONDITIONS OF THE COMPANY, ITS PROMOTERS, ITS MANAGEMENT OR ANY SCHEME OR PROJECT OF THE COMPANY. EVERY PERSON WHO DESIRES TO APPLY FOR OR OTHERWISE ACQUIRE ANY DEBENTURES OF THIS COMPANY MAY DO SO PURSUANT TO INDEPENDENT INQUIRY, INVESTIGATION AND ANALYSIS AND SHALL NOT HAVE ANY CLAIM AGAINST BSE WHATSOEVER BY REASON OF ANY LOSS WHICH MAY BE SUFFERED BY SUCH PERSON CONSEQUENT TO OR IN CONNECTION WITH SUCH SUBSCRIPTION/ ACQUISITION WHETHER BY REASON OF ANYTHING STATED OR OMITTED TO BE STATED HEREIN OR ANY OTHER REASON WHATSOEVER.

**DISCLAIMER OF THE SECURITIES AND EXCHANGE BOARD OF INDIA**

THE DEBENTURES HAVE NOT BEEN RECOMMENDED OR APPROVED BY SEBI NOR DOES SEBI GUARANTEE THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. IT IS TO BE DISTINCTLY UNDERSTOOD THAT THIS PLACEMENT MEMORANDUM SHOULD NOT IN ANY WAY BE DEEMED OR CONSTRUED TO HAVE BEEN APPROVED OR VETTED BY SEBI. SEBI DOES NOT TAKE ANY RESPONSIBILITY EITHER FOR THE FINANCIAL SOUNDNESS OF ANY PROPOSAL FOR WHICH THE DEBENTURES ISSUED HEREOF IS PROPOSED TO BE MADE OR FOR THE CORRECTNESS OF THE STATEMENTS MADE OR OPINIONS EXPRESSED IN THIS PLACEMENT MEMORANDUM. SEBI RESERVES THE RIGHT TO TAKE UP AT ANY POINT OF TIME, WITH THE COMPANY, ANY IRREGULARITIES OR LAPSES IN THIS PLACEMENT MEMORANDUM.

**DISCLAIMER OF THE RATING AGENCY**

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AS AT THE DATE OF THIS PLACEMENT MEMORANDUM, THE RATING AGENCY HAS ASSIGNED IND BB/STABLE RATING TO DEBENTURES. THE RATING ASSIGNED BY THE RATING AGENCY IS AN OPINION ON CREDIT QUALITY AND IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD THE RATED DEBT INSTRUMENTS. INVESTORS SHOULD TAKE THEIR OWN DECISIONS. THE RATING AGENCY HAS BASED ITS RATING ON INFORMATION OBTAINED FROM SOURCES BELIEVED BY THEM TO BE ACCURATE AND RELIABLE. THE RATING AGENCY DOES NOT, HOWEVER, GUARANTEE THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

RATINGS DO NOT COMMENT ON THE ADEQUACY OF MARKET PRICE, THE SUITABILITY OF ANY INVESTMENT, LOAN OR SECURITY FOR A PARTICULAR INVESTOR (INCLUDING WITHOUT LIMITATION, ANY ACCOUNTING AND/OR REGULATORY TREATMENT), OR THE TAX-EXEMPT NATURE OR TAXABILITY OF PAYMENTS MADE IN RESPECT OF ANY INVESTMENT, LOAN OR SECURITY. THE RATING AGENCY IS NOT YOUR ADVISOR, NOR IS IT PROVIDING TO YOU OR ANY OTHER PARTY ANY FINANCIAL ADVICE, OR ANY LEGAL, AUDITING, ACCOUNTING, APPRAISAL, VALUATION OR ACTUARIAL SERVICES. THE RATING MAY BE RAISED, LOWERED, WITHDRAWN OR PLACED ON RATING WATCH DUE TO CHANGES IN, ADDITIONS TO, ACCURACY OF, OR THE INADEQUACY OF, INFORMATION OR FOR ANY OTHER REASON THE RATING AGENCY DEEM SUFFICIENT.

THE RATING MAY BE SUBJECT TO REVISION OR WITHDRAWAL AT ANY TIME BY THE RATING AGENCY AND SHOULD BE EVALUATED INDEPENDENTLY OF ANY OTHER RATING. THE RATING AGENCY HAS THE RIGHT TO SUSPEND OR WITHDRAW THE RATING AT ANY TIME BASIS OF FACTORS SUCH AS NEW INFORMATION OR UNAVAILABILITY OF INFORMATION OR ANY OTHER CIRCUMSTANCES.

**DISCLAIMER OF THE DEBENTURES TRUSTEE**

- I) THE DEBENTURES TRUSTEE DOES NOT UNDERTAKE TO REVIEW THE FINANCIAL CONDITION OR AFFAIRS OF THE COMPANY DURING THE LIFE OF THE ARRANGEMENTS CONTEMPLATED BY THIS PLACEMENT MEMORANDUM AND DOES NOT HAVE ANY RESPONSIBILITY TO ADVISE ANY INVESTOR OR PROSPECTIVE INVESTOR IN THE DEBENTURES OF ANY INFORMATION AVAILABLE WITH OR SUBSEQUENTLY COMING TO THE ATTENTION OF THE DEBENTURES TRUSTEE, ITS AGENTS OR ADVISORS EXCEPT AS SPECIFICALLY PROVIDED FOR IN THE DEBENTURES TRUST DEED.
  
- II) THE DEBENTURES TRUSTEE HAS NOT SEPARATELY VERIFIED THE INFORMATION CONTAINED IN THIS PLACEMENT MEMORANDUM. ACCORDINGLY, NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY IS ACCEPTED BY DEBENTURES TRUSTEE AS TO THE ACCURACY OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY. ACCORDINGLY, DEBENTURES TRUSTEE ASSOCIATED WITH THE ISSUE SHALL HAVE NO LIABILITY IN RELATION TO THE INFORMATION CONTAINED IN THIS PLACEMENT MEMORANDUM OR ANY OTHER INFORMATION PROVIDED BY THE COMPANY IN CONNECTION WITH THE ISSUE.
  
- III) THE DEBENTURES TRUSTEE IS NEITHER A PRINCIPAL DEBTOR NOR A GUARANTOR OF THE DEBENTURES.

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**CAUTIONARY NOTE**

THE INVESTORS ACKNOWLEDGE BY THE RECEIPT OF THIS PLACEMENT MEMORANDUM THAT THEY, (I) ARE KNOWLEDGEABLE AND EXPERIENCED IN FINANCIAL AND BUSINESS MATTERS, HAVE EXPERTISE IN ASSESSING CREDIT, MARKET AND ALL OTHER RELEVANT RISK AND ARE CAPABLE OF EVALUATING, AND HAVE EVALUATED, INDEPENDENTLY THE MERITS, RISKS AND SUITABILITY OF PURCHASING THE DEBENTURES, (II) UNDERSTAND THAT THE COMPANY HAS NOT PROVIDED, AND WILL NOT PROVIDE, ANY MATERIAL OR OTHER INFORMATION REGARDING THE DEBENTURES, EXCEPT AS INCLUDED IN THE PLACEMENT MEMORANDUM, (III) HAVE NOT REQUESTED THE COMPANY TO PROVIDE IT WITH ANY SUCH MATERIAL OR OTHER INFORMATION, (IV) HAVE NOT RELIED ON ANY INVESTIGATION THAT ANY PERSON ACTING ON THEIR BEHALF MAY HAVE CONDUCTED WITH RESPECT TO THE DEBENTURES, (V) HAVE MADE THEIR OWN INVESTMENT DECISION REGARDING THE DEBENTURES BASED ON THEIR OWN KNOWLEDGE (AND INFORMATION THEY HAVE OR WHICH IS PUBLICLY AVAILABLE) WITH RESPECT TO THE DEBENTURES OR THE COMPANY, (VI) HAVE HAD ACCESS TO SUCH INFORMATION AS DEEMED NECESSARY OR APPROPRIATE IN CONNECTION WITH PURCHASE OF THE DEBENTURES, (VII) ARE NOT RELYING UPON, AND HAVE NOT RELIED UPON, ANY STATEMENT, REPRESENTATION OR WARRANTY MADE BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, THE COMPANY, AND (VIII) UNDERSTAND THAT, BY PURCHASE OR HOLDING OF THE DEBENTURES, THEY ARE ASSUMING AND ARE CAPABLE OF BEARING THE RISK OF LOSS THAT MAY OCCUR WITH RESPECT TO THE DEBENTURES, INCLUDING THE POSSIBILITY THAT THEY MAY LOSE ALL OR A SUBSTANTIAL PORTION OF THEIR INVESTMENT IN THE DEBENTURES AND/OR ANY OF THEIR AFFILIATES FOR ALL OR PART OF ANY SUCH LOSS OR LOSSES THAT THEY MAY SUFFER.

NEITHER THIS PLACEMENT MEMORANDUM NOR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE ISSUE OF DEBENTURES IS INTENDED TO PROVIDE THE BASIS OF ANY CREDIT OR OTHER EVALUATION AND ANY RECIPIENT OF THIS PLACEMENT MEMORANDUM SHOULD NOT CONSIDER SUCH RECEIPT AS A RECOMMENDATION TO PURCHASE ANY DEBENTURES. EACH INVESTOR CONTEMPLATING PURCHASING ANY DEBENTURES SHOULD MAKE ITS OWN INDEPENDENT INVESTIGATION OF THE FINANCIAL CONDITION AND AFFAIRS OF THE COMPANY, AND ITS OWN APPRAISAL OF THE CREDITWORTHINESS OF THE COMPANY. POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN FINANCIAL, LEGAL, TAX AND OTHER PROFESSIONAL ADVISORS AS TO THE RISKS AND INVESTMENT CONSIDERATIONS ARISING FROM AN INVESTMENT IN THE DEBENTURES AND SHOULD POSSESS THE APPROPRIATE RESOURCES TO ANALYZE SUCH INVESTMENT AND THE SUITABILITY OF SUCH INVESTMENT TO SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES. PROSPECTIVE INVESTORS ARE REQUIRED TO MAKE THEIR OWN INDEPENDENT EVALUATION AND JUDGMENT BEFORE MAKING THE INVESTMENT AND ARE BELIEVED TO BE EXPERIENCED IN INVESTING IN DEBT MARKETS AND ARE ABLE TO BEAR THE ECONOMIC RISK OF INVESTING IN SUCH INSTRUMENTS.

THIS PLACEMENT MEMORANDUM IS MADE AVAILABLE TO POTENTIAL INVESTORS ON THE STRICT UNDERSTANDING THAT IT IS CONFIDENTIAL. RECIPIENTS SHALL NOT BE ENTITLED TO USE ANY OF THE INFORMATION OTHERWISE THAN FOR THE PURPOSE OF DECIDING WHETHER OR NOT TO INVEST IN THE DEBENTURES. THE PERSON WHO IS IN RECEIPT OF THIS PLACEMENT MEMORANDUM SHALL NOT REPRODUCE OR DISTRIBUTE IN WHOLE OR PART OR MAKE ANY ANNOUNCEMENT IN PUBLIC OR TO A THIRD PARTY REGARDING THE CONTENTS HEREOF WITHOUT THE CONSENT OF THE COMPANY. THE RECIPIENT AGREES TO KEEP CONFIDENTIAL ALL INFORMATION PROVIDED (OR MADE AVAILABLE HEREAFTER), INCLUDING, WITHOUT LIMITATION, THE EXISTENCE AND TERMS OF THE ISSUE, ANY SPECIFIC PRICING INFORMATION RELATED TO THE ISSUE OR THE AMOUNT OR OTHER PARTIES IN CONNECTION WITH THE ISSUE. THIS PLACEMENT MEMORANDUM MAY NOT BE PHOTOCOPIED, REPRODUCED, OR DISTRIBUTED TO OTHERS AT ANY TIME WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. UPON REQUEST, THE RECIPIENTS WILL PROMPTLY RETURN ALL MATERIAL RECEIVED FROM THE COMPANY AND/OR ANY OF THEIR AFFILIATES (INCLUDING THIS PLACEMENT MEMORANDUM) WITHOUT RETAINING ANY

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COPIES HEREOF. IF ANY RECIPIENT OF THIS PLACEMENT MEMORANDUM DECIDES NOT TO PARTICIPATE IN THE ISSUE, THAT RECIPIENT MUST PROMPTLY RETURN THIS PLACEMENT MEMORANDUM AND ALL REPRODUCTIONS WHETHER IN WHOLE OR IN PART AND ANY OTHER INFORMATION STATEMENT, NOTICE, OPINION, MEMORANDUM, EXPRESSION OR FORECAST MADE OR SUPPLIED AT ANY TIME IN RELATION THERETO OR RECEIVED IN CONNECTION WITH THE ISSUE, TO THE COMPANY.

NO PERSON, INCLUDING ANY EMPLOYEE OF THE COMPANY, HAS BEEN AUTHORISED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS PLACEMENT MEMORANDUM. ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY OR ON BEHALF OF THE COMPANY. NEITHER THE DELIVERY OF THIS PLACEMENT MEMORANDUM AT ANY TIME NOR ANY STATEMENT MADE IN CONNECTION WITH THE OFFERING OF THE DEBENTURES SHALL UNDER THE CIRCUMSTANCES IMPLY THAT ANY INFORMATION/ REPRESENTATION CONTAINED HEREIN IS CORRECT AT ANY TIME SUBSEQUENT TO THE DATE OF THIS PLACEMENT MEMORANDUM.

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### 3. INFORMATION PURSUANT TO THE FORM PAS-4 OF COMPANIES ACT, 2013

S. No.	Particulars	Page No.
	<b>PART A</b>	
<b>1.</b>	<b>GENERAL INFORMATION</b>	
a.	Name, address, website and other contact details of the company indicating both registered office and corporate office;	1
b.	Date of incorporation of the company;	1
c.	Business carried on by the company and its subsidiaries with the details of branches or units, if any;	28
d.	Brief particulars of the management of the company;	29
e.	Names, addresses, DIN and occupations of the directors;	30-31
f.	Management's perception of risk factors;	38-41
g.	Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –  (i) statutory dues;  (ii) debentures and interest thereon;  (iii) deposits and interest thereon;  (iv) loan from any bank or financial institution and interest thereon.	32
h.	Names, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process;	33
i.	Any default in annual filing of the company under the Companies Act, 2013 or rules made thereunder;	36
<b>2.</b>	<b>PARTICULARS OF THE OFFER</b>	
a.	Financial position of the company for the last 3 financial years;	54-58
b.	Date of passing of board resolution;	1
c.	Date of passing of resolution in the general meeting, authorizing the offer of securities;	1
d.	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;	13-14
e.	Price at which the security is being offered including the premium, if any, along with justification of the price;	42
f.	Name and address of the valuer who performed valuation of the security offered; and basis on which the price has been arrived at	49

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S. No.	Particulars	Page No.
	along with report of the registered valuer;	
g.	Relevant date with reference to which the price has been arrived at; [Relevant Date means a date at least thirty days prior to the date on which the general meeting of the company is scheduled to be held.]	49
h.	The class or classes of persons to whom the allotment is proposed to be made;	49
i.	Intention of promoters, directors or key managerial personnel to subscribe to the offer	49
j.	The proposed time within which the allotment shall be completed;	49
k.	The names of the proposed allottees and the percentage of post private placement capital that may be held by them	49
l.	The change in control, if any, in the company that would occur consequent to the private placement;	49
m.	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;	49
n.	The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer;	49
o.	Amount which the company intends to raise by way of securities;	41
p.	Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment;	39-47
q.	Proposed time schedule for which the Placement Memorandum is valid;	1
r.	Purposes and objects of the offer;	41
s.	Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects;	50
t.	Principle terms of assets charged as security, if applicable;	40-47
u.	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;	50
v.	The pre-issue and post issue shareholding pattern of the company;	49-50
<b>3.</b>	<b>MODE OF PAYMENT OF SUBSCRIPTION</b>	<b>48</b>
<b>4.</b>	<b>DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.</b>	



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S. No.	Particulars	Page No.
a.	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.	52
b.	details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the Placement Memorandum and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed	52
c.	Remuneration of directors (during the current year and last three financial years);	52
d.	Related party transactions entered during the last three financial years immediately preceding the year of circulation of Placement Memorandum including with regard to loans made or, guarantees given or securities provided	52
e.	Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of Placement Memorandum 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	52
f.	Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding the year of circulation of Placement Memorandum in the case of company and all of its subsidiaries. Also if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the Placement Memorandum and if so, section-wise details thereof for the company and all of its subsidiaries	52
g.	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.	52
<b>5.</b>	<b>FINANCIAL POSITION OF THE COMPANY</b>	
a.	The capital structure of the company in the following manner in a tabular form-	53
(i)(A)	the authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value);	53
(B)	size of the present offer;	53
(C)	paid up capital	53
(I)	after the offer;	53

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S. No.	Particulars	Page No.
(II)	after conversion of convertible instruments (if applicable)	53
(D)	share premium account (before and after the offer)	53
(ii)	<p>the details of the existing share capital of the 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</p> <p>Provided that the Company shall also disclose the number and price at which each of the allotments were made in the last one year preceding the date of the Placement Memorandum separately indicating the allotments made for considerations other than cash and the details of the consideration in each case;</p>	53-54
b.	Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of circulation of Placement Memorandum;	56
c.	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)	55
d.	A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of issue of Placement Memorandum;	55
e.	Audited Cash Flow Statement for the three years immediately preceding the date of issue of Placement Memorandum;	55
f.	Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.	55
	<b>PART B</b>	
	<p>(To be filed by the Applicant)</p> <p>(i) Name</p> <p>(ii) Father's name</p> <p>(iii) Complete Address including Flat/House Number, Street, Locality, Pin Code</p> <p>(iv) Phone number, if any</p> <p>(v) Email ID, if any</p> <p>(vi) PAN Number</p> <p>(vii) Bank Account Details:</p> <p>Signature</p> <p>Initial of the Officer of the company designated to keep the record</p>	72
<b>6.</b>	<b>A DECLARATION BY THE DIRECTORS THAT-</b>	74

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S. No.	Particulars	Page No.
	<p>(a) the company has complied with the provisions of the Companies Act and the rules made thereunder;</p> <p>(b) the compliance with the Companies Act and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government; and</p> <p>(c) the monies received under the offer shall be used only for the purposes and objects indicated in the Placement Memorandum.</p>	

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## 4. GENERAL INFORMATION

### Company

**Name:** Megraj Holdings Private Limited

**Date of incorporation:** 27th September, 2022

**Registered & Corporate office:** Office No. A1101, the Platina, 11th Floor, A Block Gachibowli, Hyderabad, Telangana, India, 500 032

**Website:** [megrajholdings.com](http://megrajholdings.com)

Tel: +91 040 4436 1900

### **Business carried on by the Company and its subsidiaries with details of the branches or units, if any and its line of business.**

Megraj Holdings Private Limited is a private limited company incorporated under Companies Act, 2013 (18 of 23). It is engaged in the business of *inter alia* providing financial services, management and consultancy services, business development and other advisory services relating to investments coming in and flowing from India.

### **Overview of the business of the Company**

#### **The main object of the memorandum of association of the Company is:**

1. To carry on and undertake the business of financing including activities such as investment and acquisition, purchase, hold, sell or otherwise deal in securities, pass through certificates, shares, stocks, securitized assets, equity linked securities, debentures, debenture stocks, bonds, share warrants, commercial papers, bill discounting, acknowledgements, deposits notes, obligations, futures, calls, derivatives, currencies, commodities, bonds, government securities and any other permissible securities to provide financial facilities including loans / ICDs and to secure repayment or the performance of any obligation and to enter into guarantees, contracts of indemnity and surety ship of all kinds and take mortgage, pledge, charge, security of leasehold and freehold land, shares, securities, stocks, merchants and other property and assets upon such terms and subject to such conditions as may seem expedient.

2. To carry on the business of consultants and advisors in various fields including, but not limited to finance, management, insurance, legal, industrial, business management, cost accounting, taxation, investments, wealth management, recruitment personnel management, inventory control, import, export and other technical or non-technical consultants, consultancy in the business of management of animation consultancy, consultancy in developing various technology and non-technology based creation, structuring, assessment and governance solutions in accordance with applicable law and to undertake part in the management supervision or control of the operation or business of any person, firm, body corporate, association or other undertaking and, if necessary, for such purpose to appoint and remunerate any offices of the company, accountants or other experts or agents to do all incidental and allied activities necessary for the attainment of this object, in India and elsewhere.

**The Company has no subsidiaries.**

### **Corporate Structure of the Company**

The Company was incorporated under the Companies Act, 2013 (18 of 23) as a private company, limited by shares, with an initial authorised share capital of INR 15,00,000 divided into 1,50,000 equity shares of INR 10 each. The paid-up capital of the Company is INR 1,00,000 divided into 10,000 equity shares of INR 10 each.

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### Details of the Promoters of the Company

- Name: Mr. Sitarama Rajiv Chilakalapudi  
Date of birth: 18/03/1974  
Age: 49 years  
Personal address: - 1-98/7/43 A and B, Villa No. 16, Bollineni Homes, Madhapur, Rangareddy, Hyderabad, Telangana, India, 500 081  
Educational qualifications: MS (Computer Science and Telecommunications) and B.E. (Electronic and Telecommunications)  
Experience in business or employment: 24+ Years  
Positions/ posts held in past: Managing Director  
Directorships held: 10 (excluding the Company) - provided below  
Other ventures: None  
Special achievements: Honorary Doctorate by Academy of Art University  
PAN: ADHPC7256N
- Name: Mrs. Megha Chilakalapudi  
Date of birth: 10/09/1985  
Age: 37 years  
Personal address: 1-98/7/43 A and B, Villa No. 16, Bollineni Homes, Madhapur, Rangareddy, Hyderabad, Telangana, India, 500 081  
Educational qualifications: - B.Com and Masters in Mass Communication.  
Experience in business or employment: 15+ Years  
Positions/ posts held in past: Director  
Directorships held: 2 (excluding the Company) – provided below  
Special achievements: None  
PAN: ANJPC7046A

### Details of Promoter Holding in the Company as on latest quarter end date

S. No.	Name of the shareholders	Total No. of Equity Shares	No. of shares in demat form	Total shareholding as % of total no of equity shares	No. of Shares Pledged	% of Shares pledged with respect to shares owned
1.	Mr. Sitarama Rajiv Chilakalapudi	900	900	9	900	9
2.	Mrs. Megha Chilakalapudi	9,100	9,100	91	9100	91
	<b>Total</b>	<b>10000</b>	<b>10000</b>	<b>100</b>	<b>10000</b>	<b>100</b>

### Management of the Company

The senior management of the Company comprises of:

S. No.	Name	Designation	Background
1	Mr. Sitarama Rajiv Chilakalapudi	Director	An alumni of the Academy of Art, San Francisco, USA, Mr. Rajiv Chilakalapudi established Green Gold Animation in 2004.
	Mrs. Megha Chilakalapudi	Director	Mrs. Megha Chilakalapudi is a commerce graduate and have served the Green Gold Animation in various capacity to build the Company's IP.

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## Details of the Directors of the Company

### Details of the current Directors of the Company\*

Sr. No.	Name, Designation and DIN of Directors	Occupation	Age	Address	Date of Appointment	Other Directorships	Whether willful defaulter (Yes/No)
1.	Mr. Sitarama Rajiv Chilakalapudi - Director, DIN: 01111825	Business	49	1-98/7/43 A and B, Villa No. 16, Bollineni Homes, Madhapur, Rangareddy, Hyderabad, Telangana, India, 500 081	27/09/2022	Green Gold Animation Private Limited Golden Robot Animation Private Limited Green Gold Licensing and Merchandising India Private Limited Tigris Entertainment Private Limited Green Gold Academy of Animation Private Limited Chilaka Management Holding Private Limited Green Gold Pictures Private Limited Wackytoon Studio Private Limited Immersive Gamitronics Studios Private Limited Kazoom Holding Private Limited	No
2.	Mrs Megha Chilakalapudi - Director, DIN:	Business	37	1-98/7/43 A and B, Villa No. 16, Bollineni Homes,	27/09/2022	Chilaka Management Holding Private	No

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Sr. No.	Name, Designation and DIN of Directors	Occupation	Age	Address	Date of Appointment	Other Directorships	Whether willful defaulter (Yes/No)
	05350994			Madhapur, Rangareddy, Hyderabad, Telangana, India, 500 081		Limited Kazoom Holding Private Limited	

**Details of change in directors since last three years:**

There have been no changes in Directors since Incorporation.

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

Nil

**Details of any other contingent liabilities of the Company based on the last audited financial statements including amount and nature of liability**

There is no contingent liability of the Company

**Key Operational and financial parameters for the last three audited years**

The below are the financial position of the Company and the latest audited financials for FY 2022-23 are attached as Annexure-13

**For Non-Financial Sector Entities**

Particulars	As at 31st, March 2023 (Amounts in INR)
<b>Balance sheet</b>	
Net Fixed assets	-
Current assets	128,700
Non-current assets	-
<b>Total assets</b>	<b>128,700</b>
Non-Current Liabilities : long-term borrowings	101,000
Current Liabilities; Trade payables (Total outstanding dues of creditors other than micro enterprises and small enterprises) Short-term provisions	10,000 12,500
<b>Total liabilities</b>	<b>123,500</b>
Equity (equity and other equity) Reserves and surplus	100,000 (94,800)

Particulars	As at 31st, March 2023 (Amounts in INR)
<b>Total equity and liabilities</b>	<b>128,700</b>
Profit and Loss	
Total revenue from operations	0
Other income	
Total Expenses	94,800
Total comprehensive income	(94,800)
Profit / loss	
Other comprehensive income	
Profit / loss after tax	(94,800)
Earnings per equity share: (a) basic; and (b) diluted	-
Continuing operations	
Discontinued operations	
Continuing and discontinued operations	
Cash Flow	
Net cash generated from operating activities	(72,300)
Net cash used in / generated from investing activities	-
Net cash used in financing activities	201,000
Cash and cash equivalents	128,700
Balance as per statement of cash flows	128,700
Additional information	
Net worth	5200
Cash and Cash Equivalents	128,700
Current Investments	-
Net Sales	-
EBIDTA	(94,800)
EBIT	(94,800)
Dividend amounts	-



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Particulars	As at 31st, March 2023 (Amounts in INR)
Long term debt to working capital	0.9510
Current Liability ratio – Current liabilities / Non-current liabilities	0.2227
Total Debts to Total assets	0.7848
Debt Service Coverage Ratios	NA
Interest service coverage ratio	NA

*Debt: equity ratio prior to and after issue of the debt security*

Before the issue of debt securities	19.42
After the issue of debt securities	269250.19

#### **Default in payment**

Nil

#### **Details of Default in repayment**

Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of:

- (a) statutory dues: Nil
- (b) debentures and interest thereon: Nil
- (c) deposits and interest thereon: Nil
- (d) loan from any bank or financial institution and interest thereon: Nil

#### **Delay in Listing**

In case of delay in listing of the Debentures beyond T+3 days from the closure of the issue, the Company will pay penal interest of 1% p.a. over the Coupon Rate from the Deemed Date of Allotment till the listing of such Debentures to the Debenture Holder.

#### **Delay in allotment of securities**

Not Applicable

**Issue/ instrument specific regulations:** The issuance has been made in compliance with section 42 and rule 14(3) of Companies (Prospectus and Allotment of Securities) Rules, 2014, SEBI (Listing Obligation & Disclosure Requirements) Regulations, 2015 and SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 dated August 9, 2021 and SEBI Circular bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 and SEBI Circular bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 and SEBI Circular bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 3, 2020 and SEBI Circular bearing reference no. SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated November 12, 2020, SEBI Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10,

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2021, SEBI Operational Circular for Debenture Trustee bearing reference no. SEBI/HO/DDHS/P/CIR/2023/50 dated 31 March 2023; each as amended from time to time.

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

Nil

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

Not Applicable

#### **Company Secretary of the Company**

Mohammed Younus - Company Secretary  
Address: The Platina, 11<sup>th</sup> Floor, A Block Gachibowli, Hyderabad, Telangana, India, 500032  
Email: younus.m@greengold.tv  
Tel No.: **+91 7036000786**

#### **Compliance officer of the Company**

Mohammed Younus - Company Secretary  
Address: The Platina, 11<sup>th</sup> Floor, A Block Gachibowli, Hyderabad, Telangana, India, 500032  
Email: younus.m@greengold.tv  
Tel No.: **+91 7036000786**

**Investors can contact the compliance officer in case of any Pre-Issue or Post-Issue related problems such as non-receipt of letters of allotment, if any, etc. in the respective beneficiary account or refund orders, etc.**

#### **Debenture Trustee of the Issue**



Vistra ITCL (India) Limited  
**Address:** The IL&FS Financial Centre, Plot C- 22, G Block, 6th Floor, Bandra Kurla Complex, Bandra (East), Mumbai 400 051;  
**Tel. No.:** +91 9833811848;  
**Email Address:** [Krunal.Shah@vistra.com](mailto:Krunal.Shah@vistra.com);  
Contact person: Mr. Krunal Shah  
Website: [www.vistraitcl.com](http://www.vistraitcl.com)

The Debenture Trustee has given its consent for its appointment as Debenture Trustee to the Issue and inclusion of its name in the form and context in which it appears in this Placement Memorandum vide its letter dated 18 May, 2023 issued to the Company by the Debenture Trustee and such consent has not been withdrawn as of the time of filing this Placement Memorandum with the BSE. The copy of the consent letter from Vistra ITCL (India) Limited to act as Trustee for and on behalf of the holders of Debentures is annexed as Annexure 2 (*Consent Letter from Debenture Trustee*).

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### Rating Agency of the Issue

India Ratings & Research Private Limited  
Address: 16th Floor, Tower B Epitome, Building No.5, DLF Cyber City, Gurugram-122002, Haryana;

Contact person: Himanshu Sharma  
Email: himanshu.sharma@indiaratings.co.in  
Tel No.: +91 (0) 22 4000 1723  
Fax No.: Not Available  
Website: www.indiaratings.co.in  
Logo:



As at the date of this Placement Memorandum, India Ratings & Research Private Limited has assigned a rating of **IND BB/Stable** for the issuance of Debentures. Please refer to Annexure 1 (*Detailed Press Release of the Rating Agency including the Credit Rating Letter and Rating Rationale*) of this Placement Memorandum for a copy of the credit rating letter dated 16 May 2023 which *inter alia*, provides for the rationale of the credit rating and a copy of the press release.

### Registrar of the Issue

#### KFin Technologies Private Limited

(Formerly known as Karvy Fintech Private Limited),  
Address: Selenium Tower-B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangana, India;  
Contact person: Mr. Jagannadh Chakka  
Tel. No.: +91 40 6716 2222;  
Fax No.: Not Available  
Website: [www.kfintech.com](http://www.kfintech.com);  
Email Address: [reachus@kfintech.com](mailto:reachus@kfintech.com)  
Logo:



### Statutory Auditor

APT AND CO LLP  
Chartered Accountants  
Address: 807, 8th floor, Capital Park, Image Gardens Rd, VIP Hills, Jaihind Enclave, Madhapur, Hyderabad, Telangana 500081  
Contact person: Uttam Patel  
Email: [uttam@aptllp.com](mailto:uttam@aptllp.com)  
Tel No.: +91 9966401975  
Website: <https://www.aptllp.com/>  
Logo:

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**Legal Counsel of the Company (if any)**

**DSK Legal**

Address: 3rd floor, SAHA Complex, 8-2-619/1, Road No. 11, Banjara Hills, Hyderabad – 500034, India

Contact person: Hemang Parekh

Email: [contactus@dsklegal.com](mailto:contactus@dsklegal.com)

Tel No.: +91-22-6658-8000

Fax No.: +91-22-6658-8001

Website: [dsklegal.com](http://dsklegal.com)

Logo:



**Listing Exchange**

BSE Limited

Address: Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai, 400001

Tel No.: +91- 22-22-22721233

Fax No.: +91- 22-22721919

Website: [www.bseindia.com](http://www.bseindia.com)

**Additional details with respect to auditors of the Company**

Name	Address	Auditor of the Company Since
APT AND CO LLP Chartered Accountants Firm registration no.: 014621C/N500088	807, 8th floor, Capital Park, Image Gardens Rd, VIP Hills, Jaihind Enclave, Madhapur, Hyderabad, Telangana 500081 Tel: +91 9966401975 Fax: Not Available	27 <sup>th</sup> September, 2022

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**Advisors to the transaction:**

**Anand Rathi Advisors Limited**

Address: 11th Floor, Times Tower, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 India  
Contact person: Atul Thakkar  
Email: investmentbanking@rathi.com  
Tel No.: +91 22 4047 7000  
Website: <https://anandrathiib.com/>



**Details of change in auditor since last three years**

**Not Applicable as the Company was incorporated on 27<sup>th</sup> September, 2022 and there have been no changes in auditor since incorporation.**

Name	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
NA	NA	NA	NA	NA

**Recognized stock exchange where the debt securities are proposed to be listed**

The Debentures are proposed to be listed on the whole debt market segment of BSE. The Company has obtained an “in-principle” approval for listing from BSE Limited on 9<sup>th</sup> June, 2023. Please refer to Annexure 3 (*In-Principle Listing Approval*) for a copy of the in-principle approval.

The details of Stock exchange are as provided below:

BSE Limited

Tel No.: +91- 22-22-22721233  
Fax No.: +91- 22-22721919  
Website: [www.bseindia.com](http://www.bseindia.com)

**Details of any default in annual filing of the company under the Companies Act, 2013 or the rules made thereunder:**

**Not Applicable as the Company was incorporated on 27<sup>th</sup> September, 2022.**

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## 5. RISK FACTORS

### Risk Factors

Investment in non-convertible debentures 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 'Risk Factor' of this Placement Memorandum. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the non-convertible debentures or investor's decision to purchase such securities.

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 examination of the Company and offer including the risks involved in it. 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 Placement Memorandum. Specific attention of the investors is invited to the statement of 'Risk factors' given on page number \_\_\_ under the section 'General Risks'.

The risks and uncertainties described in this section are not the only risks that the Company currently faces. Additional risks and uncertainties not presently known to the Company may also have an adverse effect on the Company's business, results of operations and financial condition. If any particular or some combinations of the following risks or other risks that are not currently known actually occur, the business prospects, results of operations and financial condition of the Company could be adversely affected. The actual occurrence of such risks will also affect the trading price of the Debentures and the value of your investment could decline or be lost.

### Risk Factors in relation to the Debentures

**1. *Receipt of coupon or principal is subject to the credit risk of the Company.***

Investors should be aware that the receipt of any coupon payment and principal amount at maturity is subject to the credit risk of the Company. Any stated credit rating of the Company reflects the independent opinion of the referenced rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Company. Any downgrading of the credit ratings of the Company by the rating agency may lower the value of the Debentures.

**2. *Interest Rate Risk***

All securities where a fixed rate of interest is offered are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fluctuation in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Any increase in rates of interest is likely to have a negative effect on the price of the Debentures.

**3. *Downgrading in credit rating***

The Debentures have been rated by the Rating Agency as having IND BB/Stable rating for the issuance of Debentures for an aggregate amount of INR 1,400,000,000.

The Company cannot guarantee that this rating will not be downgraded. Such a downgrade in the credit rating may lower the value of the Debentures and may also affect the Company's ability to raise further debts.

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**4. The Company has limited sources of funds to fulfill its obligations under the Debentures**

If there is a shortfall in any amounts then due and payable pursuant to the terms of the Debentures, the Company may not have sufficient funds to make payments on the Debentures and the Debenture Holders may incur a loss on the Debenture amount and redemption premium. The ability of the Company to meet its obligations to pay any amounts due to the Debenture Holders under the Debentures will ultimately be dependent upon funds being received from internal accruals and/or borrowings. The Company is therefore generally exposed to the credit risk of the relevant counterparties in respect of such payments.

**5. The Debentures may not be a suitable investment for all investors**

Potential investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers such as legal, tax, accounting and other advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition. These risks may include, among others, equity market risks, debenture market risks, interest rate risks, market volatility and economic, political and regulatory risks and any combination of these and other risks.

**6. Delays in court proceedings in India**

If any dispute arises between the Company and any other party, the Company 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.

**7. 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 Transaction 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, authorisations, or orders.

**8. The right of the Debenture Holders to receive payments under the Debentures will be junior to certain tax and other liabilities preferred by law**

The Company and other security providers will be applying for a no-objection certificate from the income tax authorities under section 281 of the Income Tax Act, 1961 in respect of the security to be created for the Debentures. The Company cannot guarantee that this no-objection certificate will be granted, and if such certificate is not available prior to creation of the security, the assets subject to the security may be subject to prior claims by the income tax authorities.

**9. Taxation**

Potential purchasers and sellers of the Debentures 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 Debentures 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.

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## **Risk Factors in relation to the Company**

Our business requires funds regularly, and any disruption in our funding sources would have a material adverse effect on our business and cash flows. Our ability to borrow funds on acceptable terms and existing debt may also be affected by a variety of factors, including our performance, credit ratings, the regulatory environment and government policy initiatives in India, liquidity in the credit markets, the strength of the lenders from whom we borrow, the amount of eligible collateral and accounting changes that may impact calculations of covenants in our financing agreements. An event of default, a significant negative ratings grading by a rating agency, an adverse action by a regulatory authority, or a general deterioration in prevailing economic conditions that constricts the availability of credit may increase our cost of funds and make it difficult for us to access financing in a cost-effective manner. A disruption in sources of funds or any increase in the cost of funds as result of any of these factors, would have a material adverse effect on our liquidity and financial condition

### **Risks in Relation to Indian Market, Economy and Political Situation**

#### **1. *Future legal and regulatory obstructions***

The central and state governments serve multiple roles in the Indian economy, including producers, consumers and regulators, which may have a significant influence on the Company. Future government policies and changes in laws and regulations in India, including applicable foreign exchange laws and comments, statements, policy changes or any adverse interpretation of applicable law by any regulator, including but not limited to the SEBI or the RBI, may adversely affect the Debentures. The timing and content of any new law or regulation is not within the Company's control and such new law, regulation, comment, statement, policy change or adverse interpretation by any regulator could have an adverse effect on the market for and the price of the Debentures.

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

#### **2. *Terrorist attacks, civil unrest, regional conflicts and other acts of violence or war involving India and other countries could adversely affect the financial markets and could have a material adverse effect on the Company's business, financial condition and results of operations.***

Certain events that are beyond the control of the Company such as terrorist attacks and other acts of violence or war may negatively affect the Indian markets and also adversely affect the worldwide financial markets and could potentially lead to a severe economic recession. These acts may also result in a loss of business confidence, make travel and other services more difficult and ultimately adversely affect the Company's business. India has experienced communal disturbances, terrorist attacks and riots during recent years. If such events recur, the Company's business may be adversely affected. Hostilities and tensions may occur in the future and on a wider scale. Military activity or terrorist attacks in India, as well as other acts of violence or war could influence the Indian economy by creating a greater perception that investments in India involve higher degrees of risk. Events of this nature in the future, as well as social and civil unrest in India, could influence the economy and could have a material adverse effect on the market for securities of Indian companies.

#### **3. *India is vulnerable to natural disasters that could severely disrupt normal business operations.***

India has experienced natural calamities, such as tsunamis, floods, cyclones, droughts and earthquakes in the past few years. The extent and severity of these natural disasters determines their impact on the Indian economy and infrastructure. Unforeseen circumstances



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of below normal rainfall and other natural calamities could also have a negative impact on the Indian economy. Because the Company's business and operations could be interrupted or delayed as a result of a natural disaster in India, such natural disasters could affect its business, financial condition and results of operations.

**Risks in relation to the security created in relation to the debt securities, if any**

The Debentures are proposed to be secured by the assets described in "Particulars of the Offer". In the event that we are unable to meet our payment and other obligations towards potential investors under the terms of the Debentures, the Debenture Trustee may enforce the security. The potential investors' recovery in relation to the Debentures will be inter alia subject to: (i) the market value of the underlying security; and (ii) finding a willing buyer for such security at a price sufficient to repay the amounts due and payable to the potential investors' amounts outstanding under the Debentures.

**Refusal of listing of any security of the Company during last three years by any of the stock exchanges in India or abroad**

NA

**Limited or sporadic trading of non-convertible securities of the Company on the stock exchanges**

***The Debentures may be Illiquid***

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. As specified in this Placement Memorandum, an application has been made to list the Debentures on the BSE and an in-principle approval has been obtained. If the Debentures are so listed or quoted or admitted to trading on the BSE, no assurance is given by the BSE that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

The Company may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realise value for the Debentures prior to redemption of the Debentures.

**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**

Not Applicable

**If secured, any risks in relation to maintenance of security cover or full recovery of the security in case of enforcement.**

The Debentures are proposed to be secured by the assets described in "Particulars of the Offer". In the event that the value of the assets proposed to be secured is reduced, the assets may not be sufficient to maintain the security cover required under the SEBI Debt Listing Regulations.**PARTICULARS OF THE OFFER**

**6. AUTHORITY FOR THE PLACEMENT**

This private placement of Debentures is being made pursuant to the resolution of the Board of Directors passed at its meeting held on 26<sup>th</sup> May 2023 which has approved the placement of Debentures upto INR 140,00,00,000. The shareholders of the Company have vide a resolution dated

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29<sup>th</sup> May 2023 approved the issuance of Debentures upto an aggregate amount of INR 140,00,00,000.

The present issue of INR **140,00,00,000** is within the general borrowing limits of the Company and does not exceed the aggregate of its paid up share capital and free reserves.

<b>Security Name</b>	NCD – 7% MHPL 2026
<b>Issuer</b>	Megraj Holdings Private Limited
<b>Type of Instrument</b>	Secured, listed, redeemable, rated non-convertible debentures
<b>Nature of Instrument (Secured or Unsecured)</b>	Secured
<b>Seniority (Senior or Subordinated)</b>	Senior
<b>Eligible Investors</b>	Qualified Institutional Buyers defined as per Regulation 2(ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 as this issue is of debt securities on private placement basis, by issuer who is in existence for less than three years, in accordance with Clause 2.3.8 c. of Schedule II to the SEBI NCS Regulations, 2021
<b>Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)</b>	BSE Limited
<b>Rating of the Instrument</b>	IND BB/Stable
<b>Issue Size</b>	Issue Size will be determined basis price discovery mechanism on the issue date
<b>Minimum Subscription</b>	INR 140,00,00,000
<b>Option to retain oversubscription (Amount)</b>	NA
<b>Objects of the Issue/ Purpose for which there is requirement of funds</b>	The proceeds from the issue of the Debentures shall be utilized towards the Objects as mentioned in Memorandum of Association.
<b>in case the Issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:</b>	Not Applicable
<b>Details of the utilization of the Proceeds</b>	The funds raised from the Issue shall be utilised by the Company for the purchase of the Company OCDs proposed to be issued by KHPL, with such proceeds being utilized by KHPL for purchase of the Pledged Shares (KHPL Acquisition).

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<b>Coupon/ Dividend Rate</b>	7% per annum, payable quarterly (commencing after 9 (nine) months after the Deemed Date of Allotment)
Total Contractual IRR	17% per annum on the outstanding NCDs.
Moratorium on Interest	9 (Nine) months
Moratorium on Principal	36 (Thirty Six) months
<b>Step Up/Step Down Coupon Rate</b>	Not Applicable
<b>Coupon/ Dividend Payment Frequency</b>	Quarterly
<b>Coupon/ Dividend Payment Dates</b>	Interest Payment Dates shall be 15 December, 15 March, 15 June and 15 September of each year
<b>Cumulative/ non cumulative, in case of dividend</b>	Not Applicable
<b>Coupon Type (Fixed, floating or other structure)</b>	Fixed
<b>Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).</b>	NA
<b>Day Count Basis (Actual/ Actual)</b>	Actual/ actual
<b>Interest on Application Money</b>	NA
<b>Default Interest Rate</b>	2% per annum over and above the Yield.  In case of default in Payments on the respective Due Dates, the defaulted amount thereof shall carry Default Interest, and therefore the Rate of Return shall stand increased by 2% (Two Percent) per annum, from the date of the occurrence of the default until the default is cured or the Debentures are redeemed pursuant to such default, as applicable.
<b>Tenor</b>	3 years or 36 months or 1096 days
<b>Redemption Date(s)</b>	36 months from the Deemed date of Allotment.
<b>Redemption Premium /Discount</b>	10% Redemption Premium
<b>Issue Price</b>	Issue price will be determined basis price discovery mechanism on the issue date
<b>Discount at which security is issued and the effective yield as a result of such discount.</b>	Nil
<b>Put Date</b>	No Put option is provided
<b>Put Price</b>	No Put option is provided

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<b>Call Date</b>	No Call option is provided
<b>Call Price</b>	No Call option is provided
<b>Put Notification Time (Timelines by which the investor needs to intimate the Company before exercising the put)</b>	Not Applicable
<b>Call Notification Time (Timelines by which the Company needs to intimate the investors before exercising the call)</b>	Not Applicable
<b>Face Value</b>	INR 1,00,000 per Debenture (Indian Rupees One Lakh)
<b>Minimum Application and in multiples of thereafter</b>	Minimum bid lot shall be INR 100,000 and in Multiple of INR 100,000 thereafter
<b>Issue Timing</b>	
1. Issue Opening Date	19 <sup>th</sup> June, 2023
2. Issue Closing Date	19 <sup>th</sup> June, 2023
3. Date of Earliest Closing of the Issue, if any	19 <sup>th</sup> June, 2023
4. Pay-in Date	20 <sup>th</sup> June, 2023
5. Deemed Date of Allotment	20 <sup>th</sup> June, 2023
<b>Settlement mode of the Instrument</b>	All payments must be made by ECS, NEFT, RTGS, or such other online payment mechanism permitted under the SEBI Debt Listing Regulations.
<b>Depository</b>	NSDL or CDSL, as the context may require.
<b>Disclosure of Interest/ Dividend/ Redemption Dates</b>	Interest Payment Dates shall be 15 December, 15 March, 15 June and 15 September of each year
<b>Record Date</b>	T+3
<b>All covenants of the issue (including side letters, accelerated payment clause, etc.)</b>	Including but not limited to the following covenants to be more specifically set out in the Debenture Trust Deed:  (a) Information covenants;  (b) Authorisations;  (c) Compliance with laws;  (d) Business;  (e) Merger;  (f) Acquisitions and Investments;

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	<p>(g) Books and records;</p> <p>(h) Restricted payments;</p> <p>(i) Purpose;</p> <p>(j) Debenture Redemption Reserve and Recovery Expense Fund;</p> <p>(k) Credit rating;</p> <p>(l) Co-operation; and</p> <p>(m) Redemption Account;</p>
<p><b>Description regarding Security (where applicable) (including, type of security (movable/ immovable/ tangible/ intangible etc.), type of charge (pledge/ hypothecation/ mortgage/ etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the Placement Memorandum)</b></p>	<p>a) A first ranking charge by way of hypothecation by the Company over all the Hypothecated Assets in accordance with the terms of the Deed of Hypothecation (Company).</p> <p>b) A second ranking pledge by GGAPL (subservient only to the GGAPL Debentures) over the Pledged Shares (GGAPL) in accordance with the terms of the Pledge Agreement.</p> <p>c) A first ranking charge by way of hypothecation by Kazoom Holding Private Limited (“KHPL”) over the Hypothecated Assets of KHPL in accordance with the terms of the Deed of Hypothecation;</p> <p>d) A first ranking pledge over the following shares:</p> <p>(i) 50% of the issued equity share capital of Green Gold Animation Private Limited (“GGAPL”) held by the Mr. Sitarama Rajiv Chilakalapudi (“Promoter”);</p> <p>(ii) 24.5% of the issued equity share capital of Green Gold Licensing and Merchandising Private Limited (GGLMPL) held by the Promoter;</p> <p>(iii) 50% of the issued equity share capital of Tigris Entertainment Private Limited (TEPL) held by Mr. Srinivas Chilakalapudi;</p> <p>(iv) 50% of the issued equity share capital of Tigris Entertainment Private Limited (TEPL) held by GGAPL;</p> <p>(v) 10% of the issued equity share capital of Golden Robot Animation Private Limited (GRAPL) held by Mr. Srinivas Chilakalapudi;</p> <p>(vi) 90% of the issued equity share capital of Golden Robot Animation Private Limited (GRAPL) held by Mr. Srinivas Chilakalapudi;</p> <p>(vii) 50% of the issued equity share capital of GGAPL held by KHPL;</p>

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	<p>(viii) 75.5% of the issued equity share capital of GGLMPL by GGAPL;</p> <p>(ix) 99% of the issued equity share capital of KHPL by Chilaka Management Holdings Private Limited;</p> <p>(x) 1% of the issued equity share capital of KHPL held by the Promoter; and</p> <p>(xi) 100% of the issued Optional Convertible Debenture of KHPL held by the Company;</p> <p>a) A first ranking pledge over 100% of the issued equity share capital of the Company held by the Promoter and Mrs. Megha Chilakalapudi;</p> <p>b) A first ranking charge over an immovable property owned by Megraj Real Estates LLP at Chintalcheru of approximately 40.37 acre (“ Chintalcheru Land”);</p> <p>c) A corporate guarantee from GGAPL, TEPL, GRAPL, GGLMPL and KHPL; and</p> <p>1. d) An unconditional and irrevocable personal guarantee from the Promoter.</p>
<b>Transaction Documents</b>	The list of Transaction Documents executed as on the date of this Placement Memorandum are set out in Annexure 7.
<b>Conditions Precedent to Disbursement</b>	The conditions precedent to pay in include, without limitation are part as Annexure-9.
<b>Condition Subsequent to Disbursement</b>	The conditions subsequent to pay in include, without limitation are part of Annexure-10
<b>Event of Default (including manner of voting/ conditions of joining inter creditor agreement)</b>	<p>The events of default include, without limitation the following events of default which are subject to grace/ cure periods and carve outs to be further specified under the Debenture Trust Deed:</p> <p>(a) Non-payment;</p> <p>(b) Financial Covenants;</p> <p>(c) Other obligations;</p> <p>(d) Misrepresentation;</p> <p>(e) Cross default;</p> <p>(f) Insolvency;</p> <p>(g) Unlawfulness;</p> <p>(h) Repudiation and rescission of agreements;</p>

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	<ul style="list-style-type: none"> <li>(i) Cessation of business and expropriation;</li> <li>(j) Material Adverse Effect;</li> <li>(k) Wilful defaulter; and</li> <li>(l) Delisting.</li> </ul>
<b>Creation of recovery expense fund</b>	The Issuer shall create a recovery expense fund, as per the provisions of SEBI circular SEBI/HO/MIRSD/CRADT/CIR/P/ 2020/207 dated 22 <sup>nd</sup> October 2020 titled "Contribution by Issuers of listed or proposed to be listed debt securities towards creation of "Recovery Expense Fund" and same shall be informed to Trustee. The recovery expense fund shall be utilized for the activities as may be permitted by the applicable regulations. The 'designated stock exchange' for the purpose of maintaining the recovery expense fund shall be BSE Limited.
<b>Conditions for breach of covenants (as specified in Debenture Trust Deed)</b>	As specified above under Events of Default (including manner of voting /conditions of joining inter-creditor agreement ("ICA").
<b>Provisions related to Cross Default Clause</b>	As set out in the Debenture Trust Deed.
<b>Role and Responsibilities of Debenture Trustee</b>	The Issuer has appointed Vistra ITCL (India) Limited registered with SEBI, as Debenture Trustee for the benefit of Debenture Holders (hereinafter referred to as "Debenture Trustee"). The Debenture Trustee has given its consent to the Issuer for its appointment and has entered into a Debenture Trustee Agreement with the Issuer. The Issuer has entered into the Debenture Trust Deed, <i>inter alia</i> , specifying the terms and conditions of the Debentures and the powers, authorities and obligations of the Issuer and the Debenture Trustee in respect of the Debentures.
<b>Risk factors pertaining to the issue</b>	Covered under the Section titled "Risk Factors"
<b>Governing Law and Jurisdiction</b>	Laws of India and the jurisdiction of courts and tribunals of Hyderabad, India.
<b>Manner of bidding in the Issue, i.e., open bidding or closed bidding</b>	Closed Bidding
<b>Manner of allotment in the Issue i.e. uniform yield allotment or multiple yield allotment</b>	Uniform yield allotment
<b>Manner of settlement in the Issue i.e. through clearing corporation or through escrow bank account of the Issuer</b>	Through Indian Clearing Corporation Limited "ICCL"

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<b>Settlement cycle i.e. T+1 or T+2 day</b>	T+2
<b>Issuance mode of the Instrument</b>	Dematerialized form
<b>Trading mode of the Instrument</b>	Dematerialized form
<b>Business Day Convention</b>	Any payment relating to Coupon or Default Interest (if any), which is due to be made on a day that is not a Business Day shall be made on the immediately succeeding Business Day and if any Redemption Date falls on a day that is not a Business Day, the redemption proceeds shall be payable on the immediately preceding Business Day.
<b>Disclosure in terms of SEBI Circular</b>	Relevant statute, law, regulation, sub-ordinate legislation, ordinance, rule, judgement, rule of law, order (interim or final), decree, Approvals, clearances, directive, circular, policy, requirement, code of practice or guidance note, or other governmental, regulatory, statutory, administrative restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing, by any Governmental Authority whether in effect as of the Execution Date or thereafter and in each case as amended including law on the listing of Bonds, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 read with the SEBI Operational Circular dated August 10, 2021 (bearing reference no. SEBI/HO/DDHS/P/CIR/2021/613) (“ <b>SEBI Operational Circular</b> ”), as amended from time to time, Guidelines for Issue and Listing of Structured Products/ Market Linked Bonds dated 28 September 2011 (bearing reference no. Cir. /IMD/DF/17/2011), as amended from time to time and on the listing of Debentures the provisions of the listing agreement entered into by the Issuer.
<b>Terms and conditions of the 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</b>	Please refer to Annexure 11 ( <i>Due Diligence Certificate</i> ) of this Placement Memorandum for a copy of the due diligence certificate issued by the Debenture Trustee.
<b>Details of consents/ permissions, if any, required for security creation</b>	Not Applicable

**Notes:**

1. If there is any change in Coupon Rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new Coupon Rate and events which lead to such change should be disclosed.



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- While the Debentures are secured to the tune of 100% of the principal and interest amount or as per the terms of Placement Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained.
- Debentures shall be considered as secured only if the charged asset is registered with Sub-registrar and Registrar of Companies or CERSAI or Depository etc., as applicable, or is independently verifiable by the Debenture Trustee.

#### MODE OF PAYMENT FOR SUBSCRIPTION

- Cheque: Not applicable.
- Demand Draft: Not applicable.
- Other Banking Channels: Electronic transfer of funds/ RTGS from the bank account(s) registered with the BSE EBP to the bank account of the clearing bank of the BSE as set out in this Placement Memorandum.

#### Financial position of the Company for the last 3 financial years

Not applicable as the Company was incorporated on 27<sup>th</sup> September, 2022.

#### Illustration of Debenture Cash Flows

As per the Operational Circular, the cash flows emanating from the Debentures are mentioned below by way of an illustration.

<b>Name of the issuer</b>	Megraj Holdings Private Limited		
<b>Face value (per security)</b>	INR 1,000,000		
<b>Tranche Issue date/ Date of allotment</b>	19 <sup>th</sup> June, 2023/20 <sup>th</sup> June, 2023		
<b>Date of redemption</b>	36 months from the Deemed date of Allotment		
<b>Tenure and coupon rate</b>	36 months, 7% per annum		
<b>Frequency of the interest/ dividend payment (with specified dates)</b>	Quarterly, 15 December, 15 March, 15 June and 15 September of each year		
<b>Day Count Convention</b>	Actual/ Actual		
<b>Cash Flows</b>	<b>Day and date for coupon/ redemption becoming due</b>	<b>Number of days for denominator</b>	<b>Amount (in Rupees)</b>
1 <sup>st</sup> Coupon	Saturday, 15 June, 2024	365	27,222,222
2 <sup>nd</sup> Coupon	Monday, 16 September, 2024	93	27,222,222
3 <sup>rd</sup> Coupon	Monday, 16 December, 2024	91	27,222,222
4 <sup>th</sup> Coupon	Saturday, 15 March, 2025	89	27,222,222
5 <sup>th</sup> Coupon	Monday, 16 June, 2025	93	27,222,222
6 <sup>th</sup> Coupon	Monday, 15 September, 2025	91	27,222,222
7 <sup>th</sup> Coupon	Monday, 15 December, 2025	91	27,222,222
8 <sup>th</sup> Coupon	Monday, 16 March, 2026	91	27,222,222
9 <sup>th</sup> Coupon	Monday, 15 June, 2026	91	27,222,222
Principal	Monday, 15 June, 2026	-	1,953,857,551
Total		-	<b>2,19,88,57,549</b>

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

The details of guarantees are covered in Annexure-12

#### Debenture redemption reserve

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The Company shall maintain the debenture redemption reserve as per section 71(4) of the Companies Act, 2013 read with Rule 18(7) of Companies (Share Capital and Debentures) Rules, 2014 and circulars issued by Central Government in this regard.

### Issue Schedule

<b>Issue opens on</b>	19 <sup>th</sup> June, 2023
<b>Issue closes on</b>	19 <sup>th</sup> June, 2023
<b>Pay In Date</b>	20 <sup>th</sup> June, 2023
<b>Deemed Date of Allotment</b>	20 <sup>th</sup> June, 2023

*Note: In the case of full subscription to the Issue Amount, the Company may at its own discretion, close the Issue earlier than the date mentioned hereinabove.*

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

Issue Price will be determined basis price discovery on the issue date

**Name and address of the valuer who performed valuation of the security offered and basis on which the price has been arrived:** Not Applicable

**Relevant date with reference to which the price has been arrived at:** Not Applicable

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

Eligible Investors

**Intention of promoters, directors or key managerial personnel to subscribe to the offer:**

No intention to subscribe.

**The proposed time within which the allotment shall be completed:**

12 months

**The names of proposed allottees and the percentage of post private placement capital that may be held by them:** Not Applicable

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

Not Applicable

**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:**

Nil

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

Not Applicable

**Details of contribution made by the promoters or directors either as part of the Issue or separately in furtherance of the Objects of the Issue:**

Nil

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The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the company and its operations:

Nil

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

S. No	Category	Pre-issue		Post-issue	
		No of shares held	% of shareholding	No of shares held	% of shareholding
<b>A</b>	Promoters' holding				
<b>1</b>	Indian				
	Individual	10000	100	10000	100
	Bodies corporate	-	-	-	-
	Sub-total	<b>10000</b>	<b>100</b>	<b>10000</b>	<b>100</b>
<b>2</b>	Foreign promoters	-	-	-	-
	Sub-total (A)	<b>10000</b>	<b>100</b>	<b>10000</b>	<b>100</b>
<b>B</b>	Non-promoters' holding				
<b>1</b>	Institutional investors	-	-	-	-
<b>2</b>	Non-institutional investors	-	-	-	-
	Private corporate bodies	-	-	-	-
	Directors and relatives	-	-	-	-
	Indian public	-	-	-	-
	Others [including Non-resident Indians (NRIs)]	-	-	-	-
	Sub-total (B)	-	-	-	-
	<b>GRAND TOTAL</b>	<b>10000</b>	<b>100</b>	<b>10000</b>	<b>100</b>

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## 7. MATERIAL AGREEMENTS/ DOCUMENTS

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

1. Certified copy of the Memorandum and Articles of Association of the Issuer;
  2. Certified true copy of resolution of the Board of Directors dated May 26, 2023 authorizing the Issue attached as Annexure 5 to this Placement Memorandum;
  3. Certified true copy of resolution of the shareholders dated May 29, 2023 authorizing the Issue attached as Annexure 6 to this Placement Memorandum;
  4. Credit rating letter dated May 16, 2023 from India Ratings assigning rating for the Issue pursuant to this Placement Memorandum attached as Annexure 1 to this Information Memorandum which shall not be older than 1 (one) month prior to the Issue Closing Date and the detailed rationale thereof which shall not be older than 1 (one) year prior to the Issue Closing Date;
  5. Consent letter from the Debenture Trustee issued on attached as Annexure 2 to this Placement Memorandum;
  6. Consent letter from the Registrar to the Issue dated 19<sup>th</sup> May, 2023;
  7. Debenture Trustee Agreement between the Debenture Trustee and Issuer;
  8. Debenture Trust Deed between the Debenture Trustee and Issuer to be executed and dated before the date of this Placement Memorandum;
- and
9. Listing agreement between the BSE and the Issuer.

## 8. DISCLOSURE WITH REGARD TO THE INTEREST OF DIRECTORS, LITIGATION ETC.

- (a) 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
- (b) Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority/body against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the Placement Memorandum and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed  
Nil
- (c) Remuneration of directors (during the current year and last three financial years)  
Nil
- (d) Related party transactions entered during the last three financial years immediately preceding the year of circulation of Placement Memorandum including with regard to loans made or,

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guarantees given or securities provided:

No Related Party transaction.

Name	Nature of transaction	Amount (INR)
FY [•]		
NOT APPLICABLE		

- (e) Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of Placement Memorandum 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:

No Observation or qualifications or adverse remarks of auditors.

Sr. No.	Financial Year	Auditors Remark	Impact and Corrective Steps
NOT APPLICABLE			

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

Nil

- (g) 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

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## 9. FINANCIAL POSITION OF THE COMPANY

### Capital structure of the Company

As on 31<sup>st</sup> March, 2023, the authorized share capital of the Company was INR 15,00,000 (Indian Rupees Fifteen Lakhs) divided into 1,50,000 (One Lakh and Fifty Thousand only) equity shares of INR 10 (Indian Rupees Ten) each, The issued, subscribed and paid-up share capital was INR 1,00,000 divided into 10,000 (Ten Thousand) equity shares of INR 10 (Indian Rupees Ten) each.

The capital structure of the Company as on the date of this Placement Memorandum is provided below:

Particulars	As of 31/3/2023 Amount (INR)	Number of Securities	As adjusted for the Offering Amount (INR)
<b>Authorised Share Capital</b>	15,00,000	1,50,000	15,00,000
Equity shares	15,00,000	1,50,000	15,00,000
Preference shares	-	-	-
<b>Issued, Subscribed Share Capital</b>	1,00,000	10,000	1,00,000
Equity shares	1,00,000	10,000	1,00,000
Preference shares	-	-	-
<b>Issued, Subscribed and Paid-Up Share Capital</b>	1,00,000	10,000	1,00,000
Equity shares	1,00,000	10,000	1,00,000
Preference shares	-	-	-
<b>Size of Present Issue</b>			
Non Convertible Debentures	140,00,00,000	14,000	140,00,00,000
<b>Paid-up Share Capital after the Issue</b>	1,00,000	10,000	1,00,000
Equity shares	1,00,000	10,000	1,00,000
Preference shares	-	-	-
<b>Paid-up Share Capital after the conversion of any convertible instruments</b>	1,00,000	10,000	1,00,000
Equity shares	1,00,000	10,000	1,00,000
Preference shares	-	-	-
<b>Share Premium Account before the Issue</b>	-	-	-
<b>Share Premium Account after the Issue</b>	-	-	-

### Balance Sheet

Particulars	For the Year Ended 31st March 2023
<b>Equity And Liabilities</b>	
Shareholders' funds:	
Share capital	1,00,000
Reserves and surplus	(94,805)
Non-Current Liabilities	
Long-term borrowings	1,01,000
Current Liabilities	
Trade payables	
Total outstanding dues of creditors other than micro enterprises	10,000

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and small enterprises.	
Short-term provisions	12,500
<b>Total</b>	<b>1,28,695</b>
<b>Assets</b>	
Current Assets	
Cash and cash equivalents	1,28,695
<b>Total</b>	<b>1,28,695</b>

*Profit and Loss Statement*

<b>Particulars</b>	<b>For the Year Ended 31st March 2023</b>
Revenue from operation	-
Other income	-
<b>Total Revenue (I + II)</b>	<b>-</b>
Expenses:	
Purchase of Traded goods	-
Changes in Inventories	-
Employee benefits expense	-
Finance cost	-
Depreciation and amortization expense	-
Other expenses	94,800
<b>Total Expenses</b>	<b>94,800</b>
Profit before exceptional items and tax (III-IV)	<b>-94,800</b>
Exceptional Items	-
Profit before tax (V-VI)	<b>-94,800</b>
Tax expense:	
(1) Current tax	-
Less: Taxes of earlier years	
(2) Deferred tax	-
<b>Profit (Loss) for the period after tax (VII-VIII)</b>	<b>-94,800</b>

## Cash Flow Statement

Particulars	For the Year Ended 31st March 2023
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>	
Net profit before taxation and extraordinary items	(94,805)
<b>Adjustment for:</b>	
Depreciation	-
<b>Operating profit before working capital changes</b>	<b>(94,805)</b>
(Increase) / Decrease in other Current assets	-
Increase / (Decrease) in sundry creditors	10,000
Increase / (Decrease) in Provisions	12,500
<b>Cash generated from Operations</b>	<b>(72,305)</b>
Income Tax (paid) / Received	-
<b>Cash flow before extraordinary items</b>	<b>(72,305)</b>
<b>Extraordinary Items</b>	<b>-</b>
<b>CASH FLOW FROM OPERATING ACTIVITIES (A)</b>	<b>(72,305)</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>	
(Purchase) / Sale of assets	-
<b>CASH FLOW FROM INVESTING ACTIVITIES (B)</b>	<b>-</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>	
Proceeds from issue of Share capital	1,00,000
Proceeds /(Repayment) of long term borrowings	1,01,000
(-) Interest paid	-
<b>CASH FLOW FROM FINANCING ACTIVITIES (C)</b>	<b>2,01,000</b>
<b>NET INCREASE IN CASH &amp; CASH EQUIVALENTS (A+B+C)</b>	<b>1,28,695</b>
<b>(+) Cash and Cash equivalents at beginning of the period</b>	<b>-</b>
Cash in hand	-
Bank balance	-
<b>CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD</b>	<b>1,28,695</b>
Cash in hand	-
Bank Balance	1,28,695



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**Notes to Account:**

**Balance Sheet:**

Particulars	Current Year
<b>Note 1: Share Capital</b>	
<b>Equity Share Capital</b>	
<b>Authorised</b>	
15,000 Equity Share Capital of Rs. 10 Each	15,00,000
<b>Issued</b>	
10,000 Equity Share Capital of Rs. 10 Each	1,00,000
<b>Subscribed &amp; Fully Paid Up</b>	
10,000 Equity Share Capital of Rs. 10 Each	1,00,000
<b>Subscribed not Fully Paid Up</b>	-
<b>Total</b>	<b>1,00,000</b>
<b>Note 2: Reserves &amp; Surplus</b>	
<b>Profit and Loss Account</b>	
Opening Balance	-
Net profit for the year	(94,805)
Less: Transfers to/from	-
Less: Allocations & Appropriations	-
<b>Closing Balance</b>	<b>(94,805)</b>
<b>Total</b>	<b>(94,805)</b>
<b>Note 3: Long-term borrowings</b>	
Loans and advances from related parties	1,01,000
<b>Total</b>	<b>1,01,000</b>
<b>Note 4: Trade Payables</b>	
Total outstanding dues of creditors other than micro enterprises and small enterprises.	10,000
<b>Total</b>	<b>10,000</b>
<b>Note 5: Short Term Provisions</b>	
Provisions	

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	12,500
<b>Total</b>	<b>12,500</b>
<b>Note 6: Cash and Cash Equivalents</b>	
Cash on hand	-
Balances with banks	1,28,695
<b>Total</b>	<b>1,28,695</b>

Notes for P&L

Particulars	For the Year Ended 31st March 2023
<b>Note 7: Other Income</b>	
Other Income	-
<b>Total</b>	<b>-</b>
<b>Note 8: Other Expenses</b>	
Other Expenses	94,805
<b>Total</b>	<b>94,805</b>
<b>Note 9: Tax Expense</b>	
Tax Expense	-

Changes in its capital structure as on last quarter end, for the last three years

Not Applicable as the Company was incorporated on 27<sup>th</sup> September, 2022

Sr. No.	Date of Change (AGM/EGM)	INR	Particulars
NOT APPLICABLE			

Equity Share Capital History of the Company for the last three years

Date of Allotment	No. of Equity Shares allotted	Face Value per share (INR)	Issue price (INR)	Consideration (cash/other than cash)	Nature of allotment	Cumulative			Remarks
						No. of Equity shares	Equity share capital (INR)	Equity share premium (INR)	
Incorporation	10,000	10	10	Cash	Subscription	10,000	1,00,000	-	-

Notes: (if any)

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No allotments were made after Incorporation.

#### Details of the shareholding of the Company

Shareholding pattern of the Company as on 31<sup>st</sup> March, 2023 [last quarter end date]

Please see Annexure 8 (Shareholding pattern).

Notes: Shares pledged or encumbered by the promoters (if any): Nil

Shareholding pattern of the Company as on the date of the Placement Memorandum

Sr. No.	Particulars (Name of the Shareholder)	Total no. of Equity shares	No. of shares in demat forms	Total Shareholding as % of total no. of equity shares	Form of consideration	Face value of shares allotted	Price at which shares were allotted	Date on which shares were allotted
1.	Mr, Sitarama Rajiv Chilakalapudi	900	900	9	Cash	10	10	27 <sup>th</sup> September, 2022
2.	Mrs. Megha Chilakalapudi	9100	9100	91	Cash	10	10	27 <sup>th</sup> September, 2022
	<b>TOTAL</b>	10,000	10,000	100				

Whether the Company has allotted any equity shares in the last one year preceding the date of the Placement Memorandum; if yes, details thereof: No

Sr. No.	Particulars (Name of the Shareholder)	Total no. of Equity shares allotted	Form of consideration	Face value of shares allotted	Price at which shares were allotted	Date on which shares were allotted
1.	[•]	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]	[•]
	<b>TOTAL</b>	[•]	[•]	[•]	[•]	[•]

List of top 10 holders of equity shares of the Company as on the latest quarter end being 31<sup>st</sup> March, 2023

Sr. No.	Name of Shareholders	Total No. of Equity Shares	No. of shares in demat form	Total Shareholding as % of total no. of equity shares
1.	Mr, Sitarama Rajiv Chilakalapudi	900	900	9
2.	Mrs. Megha Chilakalapudi	9,100	9,100	91

#### Details of any acquisition or amalgamation in the last one year

Nil

#### Details of reorganization or reconstruction in the last one year

Nil

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Type of event	Date of Announcement	Date of Completion	Details
<b>NIL</b>			

**Details of borrowings of the Company, as on the latest quarter end, being 31<sup>st</sup> March, 2023, or if available, a later date:**

- Details of outstanding secured loan facilities: Nil

Lender's Name	Type of Facility	Amount Sanctioned (INR in lakhs)	Principle Amount Outstanding (INR in lakhs)	Repayment Date/ Schedule	Security
<b>NIL</b>					

- Details of outstanding unsecured loan facilities: Nil

Lender's Name	Type of Facility	Amount Sanctioned (INR in lakhs)	Principle Amount Outstanding (INR in lakhs)	Repayment Date/ Schedule
<b>NIL</b>				

- Details of outstanding non convertible securities: Nil

Series of NCS	Tenor/ Period of Maturity	Coupon	Amount	Date of allotment	Redemption date/ Schedule	Credit rating	Secured/U nsecured	Security
<b>NIL</b>								

- List of Top 10 holders of non-convertible securities in terms of value (as on the date of the Placement Memorandum) (in cumulative basis): Nil

Sr. No.	Name of holders of Non-convertible Securities	Amount	% of Total NCS Outstanding
<b>NIL</b>			

*Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debentures issues) details should be provided.*

- Details of outstanding Commercial Papers as at the end of the last quarter: Nil

Sr. No.	ISIN of Commercial Paper	Maturity Date	Amount Outstanding
<b>NIL</b>			

- Details of Rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on the date of the Placement Memorandum: Nil

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Party Name (in case of Facility)/ Instrument name	Type of Facility/ Instrument	Amount Sanctioned/ Issued	Principal Amount Outstanding	Date of Redemption / Schedule	Credit rating	Secured/U nsecured	Security
NIL							

- Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Company, in the past three years: Nil
- Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option: Nil

**Profits of the Company, before and after making provision for tax, for the three financial years immediately preceding the date of circulation of the Placement Memorandum**

Parameters	FY 2019-20	FY 2020-21	FY 2021-22
Profit Before Tax			
Profit After Tax			

Rs.

**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)**

The Company has not declared any dividend.

Parameters	FY 2019-20	FY 2020-21	FY 2021-22
Dividend amounts	NOT APPLICABLE		
Interest coverage ratio			

Rs.

**A summary of the financial position of the Company as in the three audited balance sheets, both on a standalone and consolidated basis immediately preceding the date of circulation of Placement Memorandum**

Not Applicable as the Company was incorporated on 27<sup>th</sup> September, 2022

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

The Audited Financials Statements for the Financial Year 2022-23 is attached as Annexure-10

**Any change in accounting policies during the last three years and their effect on the profits and the reserves of the Company.**

No Changes in the accounting policies.

**Any material event/ development or change having implications on the financials/credit quality**

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**(e.g. any material regulatory proceedings against the Company/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.) at the time of issue which may affect the issue or the investor's decision to invest / continue to invest in the debt securities.**

Nil

**Disclosures pertaining to Wilful Default**

Nil

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

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## 10. TERMS OF OFFER OR PURCHASE

Terms of offer are set out in under the section “Particulars of the Offer” above. Below are the general terms and conditions.

### Issue

Issue of the Debentures of the face value Rs. 1,00,000 each, aggregating to INR 140,00,00,000. Issue price will be determined basis price discovery mechanism on the issue date

### Compliance with laws

The Issue of Debentures is being made in reliance upon Section 42 of the Companies Act, 2013, Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, relevant provisions of the Companies Act, 1956, the SEBI Debt Regulations, Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended and other applicable laws in this regard.

### Compliance with EBP Circular

The Issue of Debentures are made in compliance with the electronic book mechanism as per the EBP Circular.

### Who Can Apply

Only the persons who are specifically addressed through a communication by or on behalf of the Company directly are eligible to apply for the Debentures. The registration /enrolment process for the eligible investors must be guided by the EBP Circular and the operating guidelines for issuance of debt securities on a private placement basis through an electronic book mechanism as available on the website of the BSE, for the registration process on the BSE-EBP. All eligible investors (who are specifically addressed through a communication by or on behalf of the Company directly) will have access to the Placement Memorandum and other issue specific information uploaded by the Company on the BSE-EBP. An application made by any other person will be deemed as an invalid application and rejected. In order to subscribe to the Debentures a person must be registered on the BSE-EBP and must be either:

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

DISCLAIMER: PLEASE NOTE THAT ONLY THOSE PERSONS TO WHOM THIS PLACEMENT MEMORANDUM HAS BEEN SPECIFICALLY ADDRESSED ARE ELIGIBLE TO APPLY. HOWEVER, AN APPLICATION, EVEN IF COMPLETE IN ALL RESPECTS, IS LIABLE TO BE REJECTED WITHOUT ASSIGNING ANY REASON FOR THE SAME. THE LIST OF DOCUMENTS PROVIDED ABOVE IS ONLY INDICATIVE, AND AN INVESTOR IS REQUIRED TO PROVIDE ALL THOSE DOCUMENTS / AUTHORIZATIONS / INFORMATION, WHICH ARE LIKELY TO BE REQUIRED BY THE COMPANY. THE COMPANY MAY, BUT IS NOT BOUND TO, RESPOND TO ANY INVESTOR FOR ANY ADDITIONAL DOCUMENTS / INFORMATION, AND CAN ACCEPT OR REJECT AN APPLICATION AS IT DEEMS FIT. INVESTMENT BY INVESTORS FALLING IN THE CATEGORIES MENTIONED ABOVE ARE MERELY INDICATIVE AND THE COMPANY DOES NOT WARRANT THAT THEY ARE PERMITTED TO INVEST AS PER EXTANT LAWS, REGULATIONS, ETC. EACH OF THE ABOVE CATEGORIES OF INVESTORS IS REQUIRED TO CHECK AND COMPLY WITH EXTANT RULES/REGULATIONS/ GUIDELINES, ETC. GOVERNING OR REGULATING THEIR INVESTMENTS AS APPLICABLE TO THEM AND THE COMPANY IS NOT, IN ANY WAY, DIRECTLY OR INDIRECTLY, RESPONSIBLE FOR ANY STATUTORY OR REGULATORY BREACHES BY ANY INVESTOR, NEITHER IS THE COMPANY REQUIRED TO CHECK OR CONFIRM THE SAME.

The Debentures being offered under the Issue are subject to the provisions of the Companies Act, the Memorandum of Association and the Articles of Association of the Company, the terms of this

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Placement Memorandum, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

### How to Apply

The detailed procedures to apply for the Debentures in dematerialized form are:

- (a) This being a private placement issue, ONLY the eligible investors who have been addressed through this communication directly are eligible to apply by bidding for the issue on the BSE-EBP by entering the bid amount in Rupees (INR), during the period commencing on the issue/ bid opening time on the issue/bid opening date and ending on the issue/ bid closing time on the issue/bid closing date. The minimum number of Debentures that can be applied for and the multiples thereof will be as set out by the Company at the time of initiation of the issue on the BSE-EBP. No bidding can be made for a fraction of a Debenture.
- (b) The Company should be registered on BSE Bond Platform.
- (c) Bid modification is allowed during the bidding period. In last 10 minutes of the bidding period, revision is allowed only to improve the coupon / yield (in case the issue is a cut off yield based issue) and upward revision in terms of bid amount. Bid cancellation is not permitted in the last 10 minutes of the bidding period.
- (d) For further details in relation to the bidding, pre-bidding and post bidding procedure, invited eligible investors should refer to the EBP Circular and the operating guidelines for issuance of debt securities on a private placement basis through an electronic book mechanism as available on the website of the BSE.
- (e) The full amount of the Issue price of the Debentures applied for has to be paid along with the delivery of the fully completed and executed Debenture Application Form together with other applicable documents described below. The Application Form should also mention the following details in relation to the applicant:
  - Name
  - Father's name
  - Complete address including Flat/House Number, Street, Locality, Pin Code
  - Phone number, if any
  - PAN Number
  - Bank Account details

The application form shall be signed by the applicant and initialed by the officer of the Company designated to keep the record.

- (f) Post bidding, on the pay-in date, the successful invited Eligible Investors must remit/ transfer in full, monies for subscription to the Debentures allocated to them by electronic transfer of funds/ RTGS from the bank account(s) registered with the respective Bank account of the clearing bank of the BSE-EBP as set out in this Placement Memorandum on or before 10:30 am of next business day in accordance with the EBP Circular.
- (g) The entire bid amount will be payable on the Pay In Date.
- (h) An Application Form must be accompanied by the details of the payment made to bank account of the clearing bank of BSE-EBP along with other enclosures stated elsewhere in this document. Applicants can remit the application amount through NEFT/RTGS on the Pay In Date, to the bank account of the Company as per the details mentioned in the Application Form.
- (i) The Company reserves the right to change the issue schedule including the deemed date of allotment at its sole discretion, without giving any reasons or prior notice. The issue will be



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open for subscription during the banking hours on each day during the period covered by the issue schedule.

### **Fictitious Application**

All fictitious applications will be rejected.

As a matter of abundant caution and although not applicable in the case of the Debentures, attention of applicants is specially drawn to the provisions of subsection (1) of Section 38 of the Companies Act, 2013: "Any person who: (a) makes or abets making an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, shares therein, to him, or any other person in a fictitious name, shall be liable for action under Section 447 of the Companies Act, 2013".

### **Basis of Allotment**

The Allotment will be in accordance with Disclosures as per Form no.PAS-4 pursuant to section 42 and rule 14(3) of Companies (Prospectus and Allotment of Securities) Rules, 2014, SEBI (Listing Obligation & Disclosure Requirements) Regulations, 2015 and SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 dated August 9, 2021 and SEBI Circular bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 and SEBI Circular bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated October 22, 2020 and SEBI Circular bearing reference no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 3, 2020 and SEBI Circular bearing reference no. SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 dated November 12, 2020, SEBI Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper dated August 10, 2021, SEBI Operational Circular for Debenture Trustee bearing reference no. SEBI/HO/DDHS/P/CIR/2023/50 dated 31 March 2023; each as amended from time to time. Deemed

**Date of Allotment for the Issue is 20<sup>th</sup> June, 2023**

### **Provisional Allocation of Debentures to be Allotted**

Post completion of bidding process, if the Company decides to accept and proceed with the Issue, the eligible investors will be able to view the provisional allocation of the Debentures of their respective bid in the allocation report on the BSE-EBP ("**Successful Invited Eligible Investors**").

### **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 of the investor and the tax exemption certificate/ document, if any, of the investor 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 Company or to its agents or to such other person(s) at such other address(es) as may be specified by the Company 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 Company 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.

### **PAN Number**

Every applicant should mention its Permanent Account Number (PAN) allotted under Income Tax Act,

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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.

### Issue Schedule

Particulars	Date
Issue Opening Date :	19 <sup>th</sup> June, 2023
Issue Closing Date :	19 <sup>th</sup> June, 2023
Date of Earliest Closing of the Issue, if any	19 <sup>th</sup> June, 2023
Pay In Date:	20 <sup>th</sup> June, 2023
Deemed Date of Allotment:	20 <sup>th</sup> June, 2023

The Company reserves the right to change the Issue Schedule, including the Deemed Date of Allotment, at its sole discretion, without giving any reasons therefore or prior notice. Debentures will be open for subscription at the commencement of banking hours and close at the close of banking hours on the dates specified in this Placement Memorandum.

### Submission of Completed Application Form

All applications duly completed and accompanied with all necessary documents shall be submitted to the Company at its Registered Office.

Post the provisional allocation of the Debentures, the successful eligible investors must submit the Application Form for the Debentures in **Annexure 4** in block letters in English as per the instructions contained therein. Application Forms should be duly completed in all respects and must be accompanied by the bank account details of the successful Eligible Investors and the magnetic ink character reader code of the bank for the purpose of availing direct credit of all amounts payable to the Debenture Holder(s) through electronic transfer of funds or RTGS. All duly completed Application Forms should be scanned and emailed to the Company along with all the relevant documents (as specified below) on the Issue Closing Date and forthwith followed by the original Application Form to the correspondence office of the Company but no later than 10 (ten) days from the Issue Closing Date. An Application Form, which is not complete in all respects, shall be liable to be rejected.

### Depository Arrangements

The Company shall make necessary depository arrangements with the Depositories for issue and holding of Debentures in dematerialised form.

### Debentures held in Dematerialised form

The Debentures will be issued in dematerialised form. The Company has made arrangements with the Depositories for the issue of Debentures in dematerialised form. The Depository Participant's (DP) name, depository participant identification number and beneficiary account number must be mentioned at the appropriate place in the Application Form. The Company shall take necessary steps to credit the Debentures allotted to the depository account of the investor. Splitting and consolidation of the Debentures is not applicable in the dematerialised form since the saleable lot is one Debenture.

Investors may note that subject to applicable law, the Debentures of the Company would be issued and traded in dematerialised form only.

### Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DPs of the Depositories prior to making the application.

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- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form.
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details with 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 and Transfer Agent.
- (f) If incomplete/incorrect details are given 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 Company.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with its DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of its demographic details given in the Application Form vis-a-vis those with its DP. In case the information is incorrect or insufficient, the Company would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the Registrar and Transfer Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the Registrar and Transfer Agent as on the Record Date, the Company would keep in abeyance the payment of the redemption amount or other benefits, till such time that the beneficial owner is identified by the Registrar and Transfer Agent and its details are conveyed to the Company, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

#### **Debenture Trustee Instructions – Voting**

As set out in the Debenture Trust Deed.

#### **Documents to be provided by Investors**

Investors need to submit the following documents, as applicable:

- (a) Memorandum and articles of association or other constitutional documents of the investors;
- (b) Resolution authorising investment;
- (c) Certified true copy of their power of attorney;
- (d) Specimen signatures of their authorised signatories duly certified by an appropriate authority;
- (e) Copy of their PAN card; and
- (f) Duly completed Application Form (including RTGS details).

#### **Right to accept or reject Applications**

The Board reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

#### **List of Beneficiaries**

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The Company shall request the Depositories to provide a list of beneficiaries as at the end of the relevant Record Date. This shall be the list, which will be used for repayment of redemption monies, as the case may be.

### Trustee for the Debenture Holder(s)

The Company has appointed Vistra ITCL (India) Limited to act as trustee for the Debenture Holder(s). The Company and the Debenture Trustee entered into the Debenture Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Company, as specified in Clauses 13 (*Rights of the Debenture Trustee*) and 15 (*Information, Meetings and Other Duties of the Debenture Trustee*) of the Debenture Trust Deed.

Any payment made by the Company to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Company *pro tanto* to the Debenture Holder(s). No Debenture Holder shall be entitled to proceed directly against the Company unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and Debenture Trust Deed shall more specifically set out rights and remedies of the Debenture Holders and the manner of enforcement thereof.

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

DISCLOSURES IN TERMS OF SEBI SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 dated November 03, 2020

(a) The Debentures shall be considered as secured only if the charged asset is registered with sub-registrar and registrar of companies or CERSAI or depository, etc., as applicable, or is independently verifiable by debenture trustee.

### Terms and conditions of the Debenture Trustee Agreement

#### (b) Terms of carrying out due diligence

(1) The Debenture Trustee, either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the prospectus and the applicable laws, has been obtained;

(2) The Company shall provide all assistance to the Debenture Trustee to enable verification from the registrar of companies, sub-registrar of assurances (as applicable), CERSAI, depositories, information utility or any other authority, as may be relevant, where the assets and/or encumbrances in relation to the assets of the Company or any third party security provider are registered / disclosed;

(3) The Debenture Trustee shall have the power to either independently appoint, or direct our Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee and the Debenture Trustee shall subsequently form an independent assessment that the assets for creation of security are sufficient to discharge the outstanding amounts on Debentures at all times. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by our Company;

(4) The Company has undertaken to promptly furnish all and any information as may be required by the Debenture Trustee, including such information as required to be furnished in terms of the applicable laws and the Debenture Trust Deed on a regular basis;

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

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(c) Other confirmations

The Debenture Trustee has confirmed that they have undertaken the necessary due diligence in accordance with Applicable Law including the SEBI (Debenture Trustees) Regulations, 1993, read with the SEBI circulars titled “Creation of Security in issuance of listed debt securities and ‘due diligence’ by debenture trustee(s)” dated November 3, 2020 (the “SEBI Due Diligence Circular”). Please see Annexure 11 for their diligence letter.

**Sharing of Information**

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

**Debenture Holder not a Shareholder**

The Debenture Holder(s) will not be entitled to any of the rights and privileges available to the shareholders of the Company. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Company.

**Notices**

Notices and communications will be sent in accordance with the provisions of the Debenture Trust Deed.

**Succession**

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

The Company 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 recognise such holder as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on production of sufficient documentary proof or indemnity.

**Mode of Transfer/ Transmission of Debentures**

The Debentures shall be transferable freely to all Eligible Investors. It is clarified that the Debentures are not intended to be held by any category of persons who are not Eligible Investors. Subject to the foregoing, the Debentures may be transferred and/or transmitted in accordance with the applicable provisions of the Companies Act, 2013. The provisions relating to transfer, transmission and other related matters in respect of shares of the Company contained in the Articles of Association of the Company and the Companies Act, 2013 shall apply, mutatis mutandis (to the extent applicable to debentures), to the Debentures as well. The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by Depositories and the relevant Depository Participants of the transfer or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the record date. In the absence of the same, interest will be paid/redemption will be made to the person, whose name appears in the register of Debenture Holders maintained by the Depositories. In such cases, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Company.

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

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

The Debentures shall be issued only in dematerialised form in compliance with the provisions of the Depositories Act, 1996 (as amended from time to time), any other applicable regulations (including of any relevant stock exchange) and these conditions. No physical certificates of the Debentures would be issued. The issue of the Debentures shall be made in dematerialised form. However, the Company will use a common transfer form for physical Debentures if at a later stage there, pursuant to a change in applicable law, is any holding in physical form due to the Depository giving any investor the option to rematerialise the Debentures.

### **Purchase and Sale of Debentures by the Company**

The Company may, at any time and from time to time, purchase Debentures at the price available in the debt market in accordance with the applicable laws. Such Debentures may, at the option of the Company, be cancelled, held or reissued at such a price and on such terms and conditions as the Company may deem fit and as permitted by law. In the event of purchase of Debentures by the Company, the Company will not be entitled to any of the rights and privileges available to the Debenture Holders including right to receive notices of or to attend and vote at meetings of the Debenture Holders.

### **Effect of Holidays**

Should any coupon payment date falls on a day which is not a Business Day, the coupon payment shall be made on the next Business Day. If a redemption date falls on a day which is not a Business Day, the redemption date shall be the immediately preceding Business Day. Any interest payable shall not be adjusted due to the payment being made on the next Business Day.

### **Letters of Allotment**

The Company shall issue a letter of allotment in demat form to each Debenture Holder on the Deemed Date of Allotment evidencing the Debentures allotted to it. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialised form, within 2 Business Days from the Deemed Date of Allotment.

### **Deemed Date of Allotment**

All the benefits under the Debentures will accrue to the investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is 20<sup>th</sup> June, 2023.

### **Record Date**

The record date for payment of interest amounts and repayment of redemption amounts shall be 2 days prior to the relevant coupon payment date or the relevant date of redemption of such Debentures, as applicable.

### **Refunds**

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

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If the Debentures are not listed on the WDM within 3 Business Days of the Deemed Date of Allotment, the entire amount will be refunded to the Debenture Holders.

**Tax Deduction at Source**

Tax as applicable under the Income Tax Act, 1961 will be deducted at source. Tax exemption certificate/document, under Section 195(3) or Section 197(1) of the Income Tax Act, 1961, if any, must be lodged at the office of the Company before the Record Date. Tax exemption certificate for interest on application money, if any, should be lodged along with the Application Form.

**Payment on Redemption**

No action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS/EFT to those Debenture Holders whose names appear on the list of beneficiaries maintained by the Registrar and Transfer Agent. The names would be as per the Registrar and Transfer Agent’s records on the relevant Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

Payments on each redemption date will be made by way of cheque(s)/ demand draft(s)/ credit through RTGS system/ funds transfer in the name of Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depositories to the Company and the Registrar as on the Record Date.

The Debentures shall be taken as discharged to the relevant extent on payment of the applicable (in full or in part, as applicable) redemption amount by the Company on the related redemption date to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the relevant Record Date. Such payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s). On such payment being made, the Company will inform the Depository and accordingly the account of the Debenture Holder(s) with the Depository will be adjusted.

On the Company dispatching the amount as specified above in respect of the Debentures, the liability of the Company shall stand extinguished.

**Governing Law and the Jurisdiction of the Courts**

The Debentures are governed by and shall be construed in accordance with Indian law. Any dispute arising thereof will be subject to the exclusive jurisdiction of courts and tribunals of Hyderabad and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals.

**Permission / Consent from the prior creditors and undertaking on creation of charge**

Not Applicable

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PART B

**The applicant shall provide the following details:**

- i) Name
- ii) Father's name
- iii) Complete Address including flat/house number, street, locality, pin code
- iv) Phone number, if any
- v) Email address
- vi) PAN
- vii) Bank account details
- viii) **Tick whichever is applicable**
  - a) The applicant is not required to obtain Government approval under the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 prior to subscription of shares
  - b) The applicant is required to obtain Government approval under the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 prior to subscription of shares and the same has been obtained and is enclosed herewith.



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## **11. UNDERTAKING BY THE COMPANY**

The Company, having made all reasonable inquiries, accepts responsibility for, and confirms that this Placement Memorandum contains all information with regard to the Company and the Issue, that the information contained in the Placement Memorandum 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 makes this Placement Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respects.

The Company has no side letter with any debt securities holder except the once(s) disclosed in the offer document/placement memorandum. Any covenants later added shall be disclosed on the stock exchange website where the debt is listed.

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## 12. DECLARATION

- (a) The company is in compliance with the provisions of Securities Contracts (Regulation) Act, 1956 and the Securities and Exchange Board of India Act, 1992, Companies Act and the rules and regulations made thereunder;
- (b) The compliance with the Act and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, 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 Placement Memorandum;
- (d) whatever is stated in this Placement Memorandum and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Placement Memorandum has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum and the Articles; and
- (d) The PAN, Aadhaar Number, Driving License Number, Bank Account Number(s) and Passport Number of the promoters of the Company and PAN of the directors of the Company have been submitted to the BSE.

I am authorised by the board of Directors of the Company by resolution number 6 dated 26<sup>th</sup> May 2023 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. The Placement Memorandum contains full disclosures in accordance with the SEBI Debt Regulations, as amended from time to time. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association. It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

A copy of the board resolution dated 26<sup>th</sup> May 2023 authorising the issuance of the Debentures is attached as Annexure 5.

A copy of the shareholders resolution dated 29<sup>th</sup> May 2023 authorising the issuance of the Debentures is attached as Annexure 6.

For Megraj Holdings Private Limited

.....  
 Sitarama Rajiv Chilakalapudi  
**Director**

Place: Hyderabad  
 Date: 9<sup>th</sup> June, 2023

## ANNEXURE 1: DETAILED PRESS RELEASE OF THE RATING AGENCY INCLUDING THE CREDIT RATING LETTER AND RATING RATIONALE

RAC



### India Ratings Assigns NCDs of Megraj Holdings private limited 'IND BB'; Outlook Stable

#### OVERVIEW

Instrument Type	Date of Issuance	Coupon Rate	Maturity Date	Size of Issue (million)	Rating/Outlook	Rating Action
Proposed Non-Convertible Debentures	-	-	April 2026	INR 1400	IND BB/Stable	Assigned

#### CURRENT RATING

NA

#### ANALYTICAL APPROACH

Analyst team has taken Consolidated view for the Green Gold Animations Private Limited with its Subsidiaries and Megraj Holdings private limited.

#### KEY RATING DRIVERS

**Liquidity-Stretched:** GGAPL's average maximum utilization of the fund-based working capital limits was 43% for past the 12 months ended December 2022. At FYE22, the company's consolidated free cash and cash equivalents stood at INR 33.91 million (FYE21: INR45.03 million). Further, fixed deposits stood at INR310.37 million (FYE21: INR 118.85 million). The cash flow from operating activities stood at INR224.30 million for FY22 (INR62.88 million for FY21). Company has projected to make capital expenditure of around INR200 up to FY26. Company has to pay annual interest of around INR90 million in FY25 and FY26. Along with maturity of Proposed NCDs of INR1,600 million along with redemption premium of INR500 million in 3 years at April 2026 thereby liquidity position will be stretched.

**Proposed Merger and Repayment of Proposed NCDs:** GGAPL and MHPL are expected to get merged in 9 months' time from issue of debentures i.e. from April 2023 and thereafter repayment of NCDs and its interest cost will be paid by GGAPL post-merger. As of now GGAPL has no adequate source for the bullet repayment of proposed NCDs although they are looking for strategic investment or private equity for the repayment.

**Established track record of operations with Experienced Promoter and Popular Brand:** Company has worked in this industry for last 20 years and they have managed to diversify its portfolio in different services such as Content production and its Sale, Animations, licensing, merchandising, YouTube, Gaming, Ed-tech, Royalty & others. Recently GGAPL also have entered into VFX, Studio services and Live Action. It has popular brand name in animations since it has produced several popular animated series such as Chhota Bheem, Vikram Beta!, Mighty Raju etc. which highlights their ability to execute the available opportunities and generate Revenue.

**Adequate Revenue Visibility:** GGAPL has established production Owned IP and animation series which are generating revenues on consistent basis through Content Sale - Library Sales Syndication around INR169 million in FY 22(FY21: INR200 million), Production own IP INR244 million in FY22(FY21: INR235 million), YouTube Revenue INR8 million in FY22(FY21: INR4 million). These would continue to remain similar in near to medium term due to limited no. of competitors and huge popularity of their animated series in India. Additionally, GGAPL has diversified portfolio of various services thereby giving comfortable revenue visibility in short to medium term.

**Strong Customer Profile:** The top five customers of GGAPL (Turner Broadcasting System, Viacom 18 Media Pvt. Limited, Netflix, Plena win SA, ARHA MEDIA AND BROADCASTING PRIVATE LIMITED) contributed more than 60% to its overall revenue in FY22 and similar numbers expected in FY 23 looking at its 9MFY figures. Considering all these customers are highly rated with good experience, this provides GGAPL an opportunity to grow in line with customer content requirements.

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**Healthy EBITDA Margin, albeit declined:** GGAPL had strong Consolidated EBITDA margin of 15.89% in FY22 (FY21: 19.34%). However this EBITDA margin has declined in comparison to FY21 mainly due to lack of adequate operations during COVID. EBITDA margins has further declined to 8% in 9MFY23 due to increase in manpower, however same will be recover in last quarter as it has been trend for the company in the previous year. Similarly, GGAPL also had strong Return on Capital Employed (ROCE) at 19.9% in FY22, however it also declined from FY21 and FY 20 (FY21: 25.4%; FY20: 28.5%).

#### RATING SENSITIVITIES

**Positive:** Substantial improvement in liquidity, Advance arrangement of refinancing, Significant increase in revenue, Maintaining Strong Credit metrics will lead to positive rating action.

**Negative:** Substantial decrease of liquidity, Significant decrease in revenue and operations, poor credit metrics will lead to negative rating action.

#### ESG

Factor	SubFactor	Definition	Score/Value	Remarks
Environmental	GHG Emission and Air Quality	Addresses issuer's management of GHG and other relevant pollutant emissions that an issuer generates through its operations	2	
Environmental	Energy Management	Addresses impact associated with energy consumption and management of efficiency of energy usage	2	
Environmental	Water and Wastewater Management	Addresses issuer's water consumption, wastewater generation and other impacts of operations on water resources	2	
Environmental	Waste and Hazardous Materials	Addresses management of hazardous wastes such as explosives, flammable and combustible substances, poisons, radioactive materials as well as non-hazardous wastes	2	
Environmental	Exposure to Environmental Impact	Addresses impact on issuer due to environmental phenomenon such as disruptions from climate change, pollution, use of recycled/reused raw materials etc.	2	
Social	Community Relations, Access & Affordability	Addresses issuer's role in fostering community development, respecting, recognizing and protecting the community rights, issuer's ability to ensure broad access to its products and services	2	
Social	Customer Welfare	Addresses quality of product or services pertaining to the safety of customers	2	
Social	Labor Relations & Practices	Addresses compliance with labor laws and management of social risks within a company's supply chain etc.	2	
Social	Employee Wellbeing	Addresses worker health and safety, accident prevention, fair living wages etc.	2	
Social	Exposure to Social Impact	Addresses the impact of social resistance to carry out operations, shift in consumer preferences etc.	2	
Governance	Management Strategy	Addresses operational execution, stakeholder management, management of legal and regulatory risks by management etc.	2	
Governance	Governance Structure	Addresses board independence and effectiveness, shareholder rights, key person risk etc.	2	
Governance	Group Structure	Addresses ownership concentration, board structure, related party transactions etc.	2	

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Governance	Financial Transparency	Addresses quality and timing of financial disclosure	2	
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NA

**COMPANY PROFILE & PROFILE SUMMARY**

Megraj holdings Private Limited is the company incorporated for the strategic purpose and will be merged in Green Gold Animations Private Limited.

**NON-COOPERATION WITH PREVIOUS RATING AGENCY** Click or tap here to enter text.

**RATING HISTORY** Click or tap here to enter text.

**ANNEXURE**

**BANKWISE FACILITY**

Bank Name	Instrument Type	Instrument Description	Outstanding	Issuance Date	Coupon	Maturity Date	Long Term Rating	Short Term Rating	Rating Outlook	Short Term Alert	Banker Contact Name	Banker Email Id	Banker Contact Number	IRR Rated/UnRated
NA	Non Convertible Debenture	Proposed Non Convertible Debenture	1400.00			01/04/2025	ND BB		Stable		XX	XX	XX	Yes

**COMPLEXITY LEVEL OF THE INSTRUMENTS**

Instrument Type	Complexity Indicator
Non-Convertible Debentures	Low

For details on the complexity level of the instruments, please visit <https://www.indiaratings.co.in/complexity-indicators>.

**RATING CRITERIA**

Corporate Rating Methodology, Evaluating Corporate Governance

Contacts:

Primary Analyst

Himanshu Sharma

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+91 (0) 22-4000 1723

Secondary Analyst

RAC



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+91 44 43401716

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Additional information is available at [www.indiaratings.co.in](http://www.indiaratings.co.in). The ratings above were solicited by, or on behalf of, the issuer, and therefore, India Ratings has been compensated for the provision of the ratings.

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Ind-Ra currently maintains coverage of corporate issuers, financial institutions (including banks and insurance companies), finance and leasing companies, managed funds, urban local bodies, and structured finance and project finance companies.

Headquartered in Mumbai, Ind-Ra has six branch offices located in Ahmedabad, Bengaluru, Chennai, Delhi, Hyderabad and Kolkata. Ind-Ra is recognised by the Securities and Exchange Board of India, the Reserve Bank of India and National Housing Bank.

Ind-Ra is a 100% owned subsidiary of the Fitch Group.

For more information, visit [www.indiaratings.co.in](http://www.indiaratings.co.in).

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Private Placement Offer Letter No. 01	Private and Confidential
FOR PRIVATE CIRCULATION ONLY	Eligible Investor: QIB

## ANNEXURE 2: CONSENT LETTER FROM DEBENTURES TRUSTEE



Ref No: DT/ERP/23-24/1308B

May 18, 2023

**Megraj Holdings Private Limited (Company)**

A1101, The Platina,  
11<sup>th</sup> Floor, A Block,  
Gachibowli, Hyderabad,  
Telangana - 500032

**Sub: Consent to act as Debenture Trustee for Issue of 14000 secured, listed, rated, redeemable, non-convertible debentures (NCDs) aggregating to Rs. 140,00,00,000 (Rupees One Hundred and Forty Crores Only) proposed to be Issued by the Company**

Dear Sir,

This is with reference to our discussion regarding appointment of Vistra ITCL (India) Limited as Debenture Trustee for the Issue of 14000 secured, listed, rated, redeemable, non-convertible debentures (NCDs) aggregating to Rs. 140,00,00,000 (Rupees One Hundred and Forty Crores Only) proposed to be issued by the Company on private placement basis. In this regard, we do hereby give our consent to act as the Debenture Trustee subject to the Company agreeing to the following conditions

1. The Company agrees and undertakes to create charge on the security as defined under the Debenture Trustee Agreement dated March 20, 2023, amended as per Amendment Agreement dated May 18, 2023 for the above referred issue. The said security shall be created on such terms and conditions as disclosed in the above documents and execute necessary documents as agreed upon by the Company under the Debenture Trustee Appointment Agreement and Amendment to Debenture Trustee Agreement.
2. The Company agrees & undertakes to pay Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration as stated in appointment letter for the services as Debenture Trustee in addition to all legal, travelling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
3. The Company shall comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies Act, 2013, Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations 2021 and other applicable provisions as amended from time to time and agrees to furnish to Trustee such information in terms of the same on regular basis.

Sincerely,  
For Vistra ITCL (India) Limited

**Mr. Sandesh Vaidya**  
Assistant Vice President



Registered office:  
The L&FS Financial Centre,  
Plot C-22, G Block, 7th Floor  
Bandra Kurla Complex, Bandra (East),  
Mumbai 400051

Tel +91 22 2659 3535  
Fax +912226533297  
Email: [mumbai@vistra.com](mailto:mumbai@vistra.com)  
[www.vistratd.com](http://www.vistratd.com)

Vistra ITCL (India) Limited

Corporate Identity Number (CIN) U68020MH1999PLC095507



Private Placement Offer Letter No. 01	Private and Confidential
FOR PRIVATE CIRCULATION ONLY	Eligible Investor: QIB

### ANNEXURE 3: IN-PRINCIPLE LISTING APPROVAL



DCS/COMP/MJ/IP-PPDI/108/23-24

June 09, 2023

**MEGRAJ HOLDINGS PRIVATE LIMITED**  
Office No. A1101, The Platina, 11th Floor, A Block  
Gachibowli, Hyderabad, Telangana, India, 500032

Dear Sir/Madam

Re: Private Placement of upto 14,000 Secured, Listed, Redeemable, Rated Non-Convertible Debentures of face value of Rs 1,00,000 each aggregating upto Rs 14,00,000,000 (Indian Rupees One Hundred and Forty Crores Only) ('The Issue').

We acknowledge receipt of your application on the online portal on June 09, 2023 seeking in-principle approval for issue of captioned security. In this regard, the Exchange is pleased to grant in-principle approval for listing of captioned security subject to fulfilling the following conditions at the time of seeking listing:

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



**BSE Limited** (Formerly Bombay Stock Exchange Ltd.)  
Registered Office : Floor 25, P J Towers, Dalal Street, Mumbai 400 001 India  
T: +91 22 2772 1234/33 | E: corp.com@bseindia.com | www.bseindia.com  
Corporate Identity Number : L21101GND09PLC135888





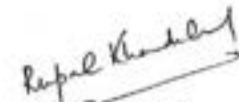
8. It is advised that Face Value of NCDs issue through private placement basis should be kept as per Chapter V of SEBI Circular No SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021

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

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

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

Yours faithfully,  
For BSE Limited

  
Rupali Khandelwal  
Deputy General Manager

  
Raghendra Bhat  
Associate Manager

Private Placement Offer Letter No. 01	Private and Confidential
FOR PRIVATE CIRCULATION ONLY	Eligible Investor: QIB

**ANNEXURE 4: APPLICATION FORM**

**MEGRAJ HOLDINGS PRIVATE LIMITED**

A private limited company incorporated on 27<sup>th</sup> September, 2022 at Hyderabad, Telangana under the Companies Act, 2013 (18 of 23) with CIN U74140TG2022PTC167061 and PAN AAQCM2331M having its registered & corporate office at Office No. A1101, The Platina, 11<sup>th</sup> Floor, A Block Gachibowli, Hyderabad, Telangana, India, 500032  
 Tel. No.: +91 40 4436 1990; Website: megrajholding.com; Email Address: legal@greengold.tv  
 Compliance Officer: Mohammed Younus Email of Compliance Person: [younus.m@greengold.tv](mailto:younus.m@greengold.tv)  
 Tel. No. : +91 7036000786

**APPLICATION FORM FOR PRIVATE PLACEMENT OF LISTED, RATED NON-CONVERTIBLE DEBENTURES (“Debentures”)**

**ISSUE OPENS ON: 19<sup>th</sup> June, 2023      CLOSING ON: 19<sup>th</sup> June, 2023**

**Date of Application: 20<sup>th</sup> June, 2023**

Dear Sirs,

We have received, read, reviewed and understood all the contents, terms and conditions and required disclosures in the private placement offer cum application letter dated 9<sup>th</sup> June, 2023. We have also done all the required due diligence (legal or otherwise) without relying upon the information contained in the private placement offer cum application letter. Now, therefore, we hereby agree to accept the Debentures mentioned hereunder or such smaller number as may be allocated to us, subject to the terms of the said private placement offer cum application letter, this application form and the documents. We undertake that we will sign all such other documents and do all such other acts, if any, necessary on our part to enable us to be registered as the holder(s) of the Debentures which may be allotted to us.

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

Yours faithfully,  
 For (Name of the Applicant)

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

DEBENTURES APPLIED FOR \_\_\_\_\_ Nominal value of INR [●] per Debenture

**FOR BANK USE ONLY**

Paid-up Amount (INR) (in figures)		Date of clearance of cheque					
Paid-up Amount (INR) (In words)		<b>PARTICULARS OF DP ID</b>					
RTGS/Cheque/Fund Transfer/ Demand Draft drawn on (Name of Bank and Branch)	Cheque/Demand Draft No./UTR No. in case of RTGS/ A/c no incase of FT	RTGS/Cheque/ Demand Draft/ fund transfer Date	DP Name		DP ID No.		
			Client ID No.				
Tax status of the Applicant (please tick one)							
1. Non Exempt 2. Exempt under Self-declaration Under Statute Certificate from I.T. Authority							

PAYMENT PREFERENCE

Cheque Payable	Draft	RTGS at
_____		

APPLICANT’S NAME IN FULL:

Tax payer’s PAN or GIR No. if allotted										IT Circle/ Ward/ District												

FATHER’S NAME IN FULL:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Pin								Tel									Fax					

BANK ACCOUNT DETAILS:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

CONTACT PERSON

NAME	<input type="text"/>	DESIGNATION	<input type="text"/>
TEL.NO.	<input type="text"/>	FAX NO.	<input type="text"/>
Email	<input type="text"/>		<input type="text"/>

TO BE FILLED IN BY THE APPLICANT

Name of the Authorized Signatory(ies)	Designation	Signature

..... TEAR .....

Private Placement Offer Letter No. 01	Private and Confidential
FOR PRIVATE CIRCULATION ONLY	Eligible Investor: QIB

<b>Regd office:</b>	
<b>APPLICATION FORM FOR PRIVATE PLACEMENT OF NON CONVERTIBLE DEBENTURES</b>	<b>ACKNOWLEDGEMENT SLIP</b>
(To be filled by the Applicant)	
Received from _____	an application for _____
Debentures under Series __	
Address _____	cheque/ draft
No. _____ dated _____	
_____	Drawn on
_____	
_____	for Rs. (in
figures) _____	
_____ Pin Code _____	for Rs. (in words)
_____	

1. Application must be completed in full BLOCK LETTERS IN ENGLISH except in case of signature. Applications, which are not complete in every respect, are liable to be rejected.

2. Payments must be made by RTGS or cheque marked 'A/c Payee only' or bank draft drawn in favour of "Megraj Holdings Private Limited" and as per the following details:

Bank :

Branch :

Account No. :

IFSC Code :

MICR :

Cheque or bank draft should be drawn on a scheduled bank payable at par. Money orders or postal orders will not be accepted. Payment shall be made from the bank account of the person subscribing. In case of joint holders, monies payable shall be paid from the bank account of the person whose name appears first in the application. No cash will be accepted.

3. The Original Application Form along with relevant documents should be forwarded to the Registered Office of the Company to the attention of Compliance Officer, on the same day the application money is deposited in the Bank. A copy of PAN Card must accompany the application.

4. In the event of the Debentures offered being over-subscribed, the same will be allotted on a first come first serve basis by the Company.

5. The Debentures shall be issued in demat form only and subscribers may carefully fill in the details of Client ID/ DP ID.

6. In the case of application made under Power of Attorney or by limited companies, following documents (attested by Company Secretary /Directors/Authorised Signatories) must be lodged along with the application or sent directly to the Company at its Registered Office to the attention of [•] along with a copy of the Application Form.

a. Certificate of Incorporation and Memorandum & Articles of Association;

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FOR PRIVATE CIRCULATION ONLY	Eligible Investor: QIB

- b. Resolution of the Board of Directors and identification of those who have authority to operate; or power of attorney granted to its managers, officers, authorized persons or employees to transact business on its behalf (or in the case of application by a custodian on behalf of a SEBI registered FII, the power of attorney provided to the custodian);
  - c. Certificate of registration;
  - d. PAN (otherwise exemption certificate by IT authorities);
  - e. DP ID, Client ID, DP Name;
  - f. Bank Account Details; and
  - g. Tax Residency Certificate.
7. The attention of applicants is drawn to Sub-Section (1) of Section 38 of the Companies Act, 2013, which is reproduced below:

*Any person who:*

  - (a) makes or abets making an application in a fictitious name to a company for acquiring, or subscribing for, its securities; or*
  - (b) makes or abets making of multiple applications to a company in different names or in different combinations of his name or surname for acquiring or subscribing for its securities; or*
  - (c) otherwise induces directly or indirectly a company to allot, or register any transfer of, shares therein, to him, or any other person in a fictitious name,*

*shall be liable for action under Section 447 of the Companies Act, 2013.*
8. The applicant represents and confirms that it has understood the terms and conditions of the Debentures and is authorised and eligible to invest in the same and perform any obligations related to such investment.

**ANNEXURE 5: BOARD RESOLUTION**

**Megraj Holdings Private Limited**  
Corporate Identity Number: U74140TG2022PTC167061

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF MEGRAJ HOLDINGS PRIVATE LIMITED (THE "COMPANY") HELD ON FRIDAY, 26<sup>TH</sup> MAY, 2023 AT 1:00 PM AT THE REGISTERED OFFICE OF THE COMPANY AT NO. A1101, THE PLATINA 11TH FLOOR, A BLOCK GACHIBOWLI HYDERABAD - 500032**

**TO CONSIDER AND APPROVE THE ISSUE OF NON-CONVERTIBLE DEBENTURES**

**"RESOLVED THAT** in terms of Section 179 (3) (c) and (d) and Section 42, 71 of the Companies Act, 2013 read with Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, and other applicable provisions and rules, if any, of the Companies Act, 2013 and in accordance with the applicable provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI (Issue and listing of Non-Convertible Securities) Regulations, 2021, including any statutory amendment or modification as may be in force, the memorandum of association and articles of association of the Company, and subject to the extent necessary and such approvals, permissions, sanctions as may be necessary and subject to such conditions and modifications as may be prescribed in granting such approvals, permissions and sanctions by any of the aforesaid authorities which may be agreed to by the Board and subject to the approval of members in the Extra-ordinary General Meeting, the consent of the Board of Directors ("Board") of the Company be and is hereby accorded for the Company to borrow a sum not exceeding Rs. 1,40,00,00,000 (Rupees One Hundred Forty Crores) from ADM Capital Limosa Fund II LP ("Investor") by way of issue of 14,000 secured, listed, rated, redeemable non-convertible debentures of the nominal value of Rs. 1,00,000 (Rupees One Lakh) each aggregating to a maximum amount not exceeding INR 1,40,00,00,000 (Rupees One Hundred and Forty Crores) ("Debentures") in one tranche as per terms and conditions of debenture trust deed, in dematerialized form on private placement basis to the Investors on such terms and conditions as contained in the draft Placement Memorandum ("Placement Memorandum") in the form and manner prescribed under applicable law, and pursuant to the terms of a debenture trust deed to be executed between the Company and Vistra ITCL (India) Limited (acting as Debenture Trustee) (the "Debenture Trust Deed")

**RESOLVED FURTHER THAT** pursuant to provisions of Section 42 of the Companies Act, 2013 read with Rule 14 of Companies (Prospectus and Allotment of Securities) Rules, 2014 and such other provisions (including any statutory modifications or re-enactment thereof) as may be applicable for the time being in force and subject to the approval of members, the draft Placement Memorandum is approved, and Mr. Rajiv Chilakalapudi or Mrs. Megha Chilakalapudi, Directors of the Company or Mr. Mohammed Younus, Company Secretary and Compliance Officer, are authorized to sign and circulate the letter of offer along with the application form to the individuals listed in the record.

**RESOLVED FURTHER THAT** approval of the Board be and is hereby accorded for the creation and perfection of security over the assets of the Company to secure the Issue as per the terms of the Debenture Documents (as defined below) which shall be over inter alia the following:

- (i) a first ranking charge (by way of hypothecation) by the Company over all the Hypothecated Assets (Company) in accordance with the terms of the Deed of Hypothecation (Company);
- (ii) a first ranking pledge by the Company over the Company OCDs in accordance with the terms of the Pledge Agreement (OCDs);

**Megraj Holdings Private Limited**  
Corporate Identity Number: U74140TG2022PTC167061

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(together, the "Company Secured Assets").

**"RESOLVED FURTHER THAT** the Board hereby records and approves that the Company shall procure:

- (i) a first ranking pledge by the Mr. Sitarama Rajiv Chilakalapudi, Ms. Megha Chilakalapudi over the Pledged Shares of the Company in accordance with the terms of the Pledge Agreement;
- (ii) a first ranking pledge by the Mr. Sitarama Rajiv Chilakalapudi and Chilaka Management Holding Private Limited ("CMHPL") over the Pledged Shares (Kazoom Holding Private Limited) in accordance with the terms of the Pledge Agreement;
- (iii) a first ranking pledge by Kazoom Holding Private Limited ("KHPL") over the Pledged Shares (KHPL Acquisition) in accordance with the terms of the Pledge Agreement;
- (iv) a first ranking pledge by Green Gold Animation Private Limited ("GGAPL") over the Pledged Shares (GGAPL Acquisition) in accordance with the terms of the Pledge Agreement;
- (v) a first ranking charge by way of hypothecation by KHPL over the Hypothecated Assets (KHPL) in accordance with the terms of the Deed of Hypothecation (KHPL);
- (vi) a first ranking pledge by the relevant Pledgors over the Pledged Shares (Individual Obligors) in accordance with the terms of the Pledge Agreement;
- (vii) a first ranking mortgage by the Mortgagor over the Mortgaged Property in accordance with the terms of the Mortgage Documents;
- (viii) a deed of guarantee to be executed by Golden Robot Animation Private Limited ("GRAPL") in favour of the Common Security Trustee ("the Deed of Guarantee (GRAPL)");
- (ix) a deed of guarantee to be executed by GGLMPL in favour of the Common Security Trustee ("the Deed of Guarantee (GGLMPL)");
- (x) a deed of guarantee to be executed by Tigris Entertainment Private Limited ("TEPL") in favour of the Common Security Trustee (the "Deed of Guarantee (TEPL)");
- (xi) a deed of guarantee to be executed by GGAPL in favour of the Common Security Trustee (the "Deed of Guarantee (GGAPL)");
- (xii) a deed of guarantee to be executed by KHPL in favour of the Common Security Trustee (the "Deed of Guarantee (KHPL)");
- (xiii) a deed of guarantee to be executed by the Promoter in favour of the Common Security Trustee (the "Deed of Guarantee (Promoter)");

(together, the "Other Secured Assets").

**RESOLVED FURTHER THAT** pursuant to Section 71 of the Companies Act, 2013, Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, and other applicable regulations, the consent of the Board be and is hereby accorded to appoint Vistra ITCL India Limited ("Debenture Trustee") as the debenture trustee, for the benefit of the debenture holders, in connection with the said Debentures.

**RESOLVED FURTHER THAT** in accordance with the provisions of the Act and subject to the approval of the members of the Company by way of a special resolution, the name of the Investor be recorded by the Board for the issue of invitation to subscribe to the Debentures and a record of private placement in Form PAS-5 be filed, at the time of allotment of the Debentures and any of the Directors



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and the Company Secretary be and are hereby severally authorized to finalize, record and sign the same.

**RESOLVED FURTHER THAT** the Company do make arrangements with National Securities Depository Limited (NSDL), for issuing the Debentures in dematerialized form.

**RESOLVED FURTHER THAT** the Company do appoint KFin Technologies Limited (KFin), or any other registrar for the depository scheme upon such terms and conditions as may be approved by the Authorized Signatories.

**RESOLVED FURTHER THAT** the following intermediaries be and are hereby identified and appointed for the proposed issue of Non-convertible Debentures for an aggregate sum of Rs. 140 crores for the purpose.

- (i) Vistra ITCL India Limited, as Debenture Trustee;
- (ii) Vistra ITCL (India) Limited as the Common Security Trustee;
- (iii) KFin Technologies Limited (KFin), registrar and transfer agent;
- (iv) Axis Bank Limited as the Account Bank (*as defined in the Debenture Trust Deed*);
- (v) Akasam Consulting Private Limited, Merchant Banker
- (vi) India Rating and Research, Credit Rating Agency

**RESOLVED FURTHER THAT** the Company shall apply to BSE Limited for the listing of the aforementioned Debentures in compliance with applicable law.

**RESOLVED FURTHER THAT** Mr. Sitarama Rajiv Chilakalapudi, Ms. Megha Chilakalapudi, Directors or Mr. Mohammed Younus ("Authorized Signatories" or "Authorized Officers") of the Company, whose specimen signatures are provided below, be and are hereby severally authorized to finalize the following debenture documents, terms of which are hereby approved by the Board:

- (i) Term Sheet dated 6<sup>th</sup> May, 2022;
- (ii) the Placement Memorandum issued in accordance with the provisions of applicable law;
- (iii) a debenture trust deed in connection with the issuance of Debentures (the "Debenture Trust Deed");
- (iv) debenture trustee agreement;
- (v) Deed of Guarantee (Promoter);
- (vi) Deed of Guarantee (GGMLPL);
- (vii) Deed of Guarantee (TEPL);
- (viii) Deed of Guarantee (GRAPL);
- (ix) Deed of Guarantee (KHPL);
- (x) Deed of Guarantee (MHPL);
- (xi) OCD Subscription Agreement;

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- (xii) each Security Document;
- (xiii) each Pledge Power of Attorney in relation to the Pledge Agreement and/or the Pledge Agreement (OCDs), as the case may be;
- (xiv) undertakings to be executed in relation to the aforesaid debenture documents (if any) (including the Issuers' Undertaking);
- (xv) and all other agreements, power of attorneys, fee letters, instruments, indentures, deeds, declarations, certificates, letters, notices, writings, and other documents (whether financing, security or otherwise) as required by the Debenture Trustee, the Common Security Trustee, or the Debenture Holders in relation, or pertaining, to the transactions contemplated by, or under the above documents or in connection with the Debentures.,

all the documents set out at above, the drafts of which were tabled before the board for approvals (hereinafter collectively referred to as the "Debenture Documents").

**Specimen Signature of Authorized Signatories:**

Name	Designation	Specimen Signature
Sitarama Rajiv Chilakalapudi	Director	
Megha Chilakalapudi	Director	
Mohammed Younus	Company Secretary and Compliance Officer	

**RESOLVED FURTHER THAT** the Authorized Officers be and are hereby severally authorized to:

1. Finalize terms and conditions of the appointment of a debenture trustee, a security trustee, a registrar and transfer agent, arrangers, depositories as identified above, and such other intermediaries as may be required to be appointed, including their successors and their agents.
2. decide, negotiate, and finalize the terms of the Debentures including, the pricing and interest rate payable on the Debentures, the issue opening date, issue closing date, date of allocation and deemed date of allotment and extend, vary or alter the same as they may deem fit in their absolute discretion;
3. seeking, if required, any approval, consent, or waiver from any/all concerned government and regulatory authorities, and/or any other approvals, consent, or waivers that may be required in connection with the issue, offer, and allotment of the Debentures;
4. creating a debenture redemption reserve, if applicable, in accordance with the provisions of the Companies Act, 2013 and the rules thereunder;
5. approach existing lenders, debenture trustees, and debenture holders for obtaining consents in relation to the Debentures and creation of Security in terms of the relevant financing/debenture documents;

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6. do all such acts, deeds, matters and things that the Authorised Signatories may in their absolute discretion consider necessary, proper and expedient for the purposes of fulfilment of the conditions precedent and subsequent to the issuance of the Debentures as set out in the Debenture Documents, including, without limitation, to sign, execute and deliver all certificates, letters, documents and writings required under the Debenture Documents;
7. authorization of the maintenance of a register of holders of the Debentures;
8. appoint debenture trustees / legal advisors / registrars to the issue /depositories, etc. and such other intermediaries, as may be necessary in relation to the issue of the Debentures and making payment of their fees;
9. do all acts, actions to facilitate the creation and perfection of Security as per the terms agreed in the Debenture Trust Deed and/or other Debenture Documents;
10. create security over the assets of the Company as per the Debenture Documents to secure the Debentures, and take all necessary and appropriate steps relating to the perfection and registration of security, and to sign and submit the necessary forms with the Registrar of Companies and other relevant governmental authorities;
11. appointing compliance officer in relation to the issuance of the Debentures;
12. buyback / reissue / redeem as per the terms of issue the Debentures so issued, before its maturity;
13. sign all such deeds, documents, applications, undertakings, disclosures, writings, papers, allotment advice, etc. as may be necessary in relation to the issue and allotment of the Debentures;
14. nominate/ appoint / authorize from time to time, executive(s) of the Company and/or any other person(s) as authorized representative(s) of the Company for all or any of the matters specified above;
15. arrange for payment of the stamp duty, registration charges and other fees and charges (if any) in respect of the Debenture Documents and in respect of all other transactions, documents and instruments executed in relation to the issuance of Debentures and the Debenture Documents; and
16. negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue of the Debentures and deal with regulatory authorities in connection with including but not limited to SEBI, Registrar of Companies, Ministry of Corporate Affairs, National Company Law Tribunal, BSE Limited and such other authorities as may be required, including without limitation, approve, negotiate, sign, execute, amend, supplement in connection with the proposed issue of the Debentures:
  - a) Tripartite agreement among the Company, the depositories (NSDL), and the Registrar and Transfer Agent (KFin)

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- b) the memorandum of understanding between the Company and the registrar and transfer agent (KFin);
- c) debenture certificate for the Debentures, if issued in physical form;
- d) the Debenture Documents;
- e) to execute all documents, file necessary forms with the registrar of companies and other statutory authorities, sign and file the Disclosure Documents, Form No PAS-4, return of allotment in Form No. PAS-3, and file the necessary information about the issue in Form No. PAS-5 with the registrar of companies;
- f) sign and/or dispatch all documents, cheques, and notices to be signed and/or dispatched by the Company under or in connection with the Debenture Documents;
- g) make an application for the creation of an International Securities Identification Number to the concerned depository for the Debentures;
- h) amend/alter/modify the constitutional documents of the Company, if required;
- i) any other documents required by the Debenture Trustee for the purposes of the issue of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, arrangements and reports, if applicable;
- j) any other document designated as a Debenture Document by the Debenture Trustee;
- k) to execute all documents as may be required to obtain in-principle and final listing approval from BSE Limited including Placement Memorandum;
- l) listing agreement between the Company and BSE Limited; and
- m) do all other acts, deeds and things as may be deemed necessary to give effect to the foregoing and the other terms of this resolution.

**RESOLVED FURTHER THAT** the Authorized Officers be and are hereby severally authorized to take all necessary and appropriate steps relating to the creation, perfection and registration of security to be created through the Debenture Documents including registering charges with the relevant authorities, if required, and also to sign and submit the necessary forms with the Registrar of Companies and other relevant governmental authorities.

**RESOLVED FURTHER THAT** the Authorized Officers be and are hereby severally authorized to pay all stamp duty required to be paid for the issue of Debentures and the Debentures Documents in accordance with the laws of the Republic of India and procure the stamped documents from the relevant governmental authorities.

**RESOLVED FURTHER THAT** the Authorized Officers be and are hereby severally authorized to approve, negotiate, re-negotiate, deal with, modify, alter, amend, finalize, sign, execute and undertake all other acts, deeds, things and matters including signing, executing and/or dispatching or delivering all documents and notices in relation to the Debenture Documents or in relation to the issue of Debentures as set out in this resolution and such other agreements, deeds, undertakings, indemnity and documents as may be required by the Debenture Trustee, or any of them in connection with the Debentures to be issued by the Company.

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**RESOLVED FURTHER THAT** the Authorized Officers be and hereby severally authorized to register or lodge for registration upon execution documents, letter(s) of undertakings, declarations, agreements and other papers or documents as may be required in relation to any of the above with any registering authority or governmental authority competent in that behalf.

**RESOLVED FURTHER THAT** the Company shall request its promoters, affiliate companies, shareholders and other security providers as stipulated by the Debenture Trustee to provide undertakings, declarations, certificates and security interest in the form and manner acceptable to the Debenture Trustee to the extent required as per the terms of Debenture Documents and secure due redemption of Debentures and payment of interest and other monies payable thereon.

**RESOLVED FURTHER THAT**, where required the Common Seal of the Company be affixed on any Debenture Document and any further documents and agreements that may be required in the presence of any two Directors of the Company and any one of the Authorized Officers, who shall sign the same in token thereof.

**RESOLVED FURTHER THAT** the copies of the foregoing Resolutions certified to be true copies by any one of the Directors of the Company be furnished to the Debenture Trustee and such other person and or authorities as may be deemed necessary.

**RESOLVED FURTHER THAT** the Authorized Signatories be and is hereby authorized to appoint legal counsels, security trustees, debenture trustees, and other intermediaries, entities, authorities as may be required in connection with the above-said borrowings and issue of debentures in connection therewith."

//Certified true copy//

**For and on behalf of Megraj Holdings Private Limited**

Rajiv Chilakalapudi  
 Director



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**ANNEXURE 6: SHAREHOLDERS RESOLUTION UNDER SECTION 42 OF THE COMPANIES ACT, 2013**

**CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED IN THE EXTRA-ORDINARY GENERAL MEETING OF THE MEMBERS OF MEGRAJ HOLDINGS PRIVATE LIMITED (THE "COMPANY") HELD ON 29<sup>TH</sup> MAY, 2023 AT 11:30 AM AT THE REGISTERED OFFICE OF THE COMPANY AT NO. A1101, THE PLATINA 11TH FLOOR, A BLOCK GACHIBOWLI HYDERABAD - 500032**

**TO CONSIDER AND APPROVE THE ISSUE OF 14,000 RUPEE-DENOMINATED, SECURED, LISTED, RATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES FOR A PRINCIPAL AGGREGATE AMOUNT OF UP TO INR 1,40,00,00,000 CRORES (INDIAN RUPEES ONE HUNDRED FORTY CRORES ONLY):**

RESOLVED THAT pursuant to the provisions of Section 42, 71 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Debentures) Rules, 2014, Companies (Share Capital and Debenture Rules) 2014 and other applicable provisions of the Companies Act, 2013; SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Rules, Guidelines, Regulations, Circulars as amended from time to time, and in accordance with the memorandum and articles of association of the Company, and subject to such other approvals, consents, sanctions, permissions as may be required from regulatory authorities from time to time, and subject to such conditions and modifications as may be prescribed by the respective statutory and/or regulatory authorities while granting such approvals, consents, sanctions, permissions which may be agreed to by the Board from time to time, consent of the members be and is hereby accorded for the Company to borrow a sum not exceeding Rs. 1,40,00,00,000 (Rupees One Hundred Forty Crores) from ADM Capital Limosa Fund II LP ("Investor") by way of issue of 14,000 secured, listed, rated, redeemable non-convertible debentures of the nominal value of 1,00,000 each aggregating to a maximum amount not exceeding INR 1,40,00,00,000 (Indian Rupees One Hundred and Forty Crores) ("Debentures") in one or more tranches as per terms and conditions of debenture trust deed, in dematerialized form on a private placement basis, within the overall borrowing limits of the Company (if any), as may be approved by the members from time to time.

RESOLVED FURTHER THAT pursuant to provisions of Section 42 of the Companies Act, 2013 read with Rule 14 of Companies (Prospectus and Allotment of Securities) Rules, 2014 and such other provisions (including any statutory modifications or re-enactment thereof) as may be applicable for the time being in force, the draft placement memorandum for the issuance of the securities is approved, and Mr. Rajiv Chilakalapudi or Ms. Megha Chilakalapudi, Directors or Mr. Mohammed Younus, Company Secretary and Compliance Officer of the Company, are authorized to sign and circulate the letter of offer along with the application form to the individuals listed in the record.

RESOLVED FURTHER THAT the Board of Directors or any Committee constituted by the Board be and are hereby authorized to take all actions and do all such acts, deeds, matters, and things as it may, in its absolute discretion, deem necessary, and as are desirable or expedient to the issue or allotment of the said Debentures including determination of price and terms thereof, and to resolve and settle all questions and difficulties that may arise in the proposed issue and offer of any of these Debentures, for the implementation of the aforesaid resolution including filing of relevant forms with regulators and for all matters connected therewith, and to do all such acts, deeds, matters and things in connection therewith or incidental thereto without being required to seek any further consent or approval of the members or otherwise to the end and intent that they shall be deemed to have given their approval thereto expressly by the authority of this resolution.

//Certified true copy//

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**For and on behalf of Megraj Holdings Private Limited**

Rajiv Chilakalapudi  
Director

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#### ANNEXURE 7: LIST OF TRANSACTION DOCUMENTS EXECUTED

1. **This Placement Memorandum**
2. **The Debenture Trust Agreement**
3. **The Debenture Trust Deed**
4. **The Common Security Trustee Agreement;**
5. **The Deed Of Hypothecation (Company);**
6. **The Deed Of Hypothecation (Ggapl);**
7. **The Deed Of Hypothecation (Ggimpl);**
8. **The Deed Of Hypothecation (Khpl);**
9. **The Pledge Agreement;**
10. **The Pledge Agreement (Ocds);**
11. **Each Of The Pledge Powers Of Attorney;**
12. **The Mortgage Documents;**
13. **The Hypothecation Power Of Attorney (Company);**
14. **The Hypothecation Power Of Attorney (Ggimpl);**
15. **The Hypothecation Power Of Attorney (Khpl);**
16. **The Hypothecation Power Of Attorney (Ggapl); And**
17. **Any Other Document That May Be Designated As A Security Document By The Debenture Trustee And/Or The Common Security Trustee And/ Or The Debenture Holders (Acting Upon A Majority Resolution) And The Company (Including Without Limitation Documents And Powers Of Attorney),**











<b>Total Shareholding of Promoter and Promoter Group (A)= (A)(1)+(A)(2)</b>																		
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Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

**Note:**  
 (1) PAN would not be displayed on website of Stock Exchange(s).  
 (2) The term "Encumbrance" has the same meaning as assigned under regulation 28(3) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.







y)																	
Sub-Total (B)(3)																	
<b>Total Public Shareholding (B)= (B)(1)+(B)(2) )+(B)(3)</b>																	

Details of the shareholders acting as persons in Concert including their Shareholding (No. and %):

Details of Shares which remain unclaimed may be given here along with details such as number of shareholders, outstanding shares held in demat/unclaimed suspense account, voting rights which are frozen etc.

Note:

(1) The above format needs to be disclosed along with the name of following persons: Institutions/Non Institutions holding more than 1% of total number of shares.

(2) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available and the balance to be disclosed as held by custodian,





(ii)	-																	
(2)	<b>Employee Benefit Trust (under SEBI (Share based Employee Benefit) Regulations, 2014)</b>																	
(a)	-																	
	Total Non-Promoter-Non Public Shareholding (C)= (C)(1)+(C)(2)																	
<b>Note</b>																		
(1) The above format needs to disclose name of all holders holding more than 1% of total number of shares																		
(2) W.r.t. the information pertaining to Depository Receipts, the same may be disclosed in the respective columns to the extent information available,																		

## ANNEXURE 9 CONDITIONS PRECEDENT

### 1) THE COMPANY

- (a) A copy of the constitutional documents of the Company (being its memorandum and articles of association and the certificate of incorporation, amended to the satisfaction of the Debenture Trustee).
- (b) A copy of a resolution of the board of directors of the Company passed in accordance with the Debenture Documents:
  - (i) approving the issue and allotment of the Debentures;
  - (ii) approving the terms of, and the transactions contemplated by, the Debenture Documents to which it is a party and resolving that it execute the Debenture Documents to which it is a party (including the authorisation to allot Debentures on the Deemed Date of Allotment);
  - (iii) authorising a specified person or persons to execute the Debenture Documents to which it is a party on its behalf; and
  - (iv) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Debenture Documents to which it is a party.
- (c) A copy of a resolution of the board of directors or members of the management of each Obligor (other than the Individual Obligors and Mrs. Megha):
  - (i) acknowledging the issue and allotment of the Debentures;
  - (ii) approving the terms of, and the transactions contemplated by, the Debenture Documents to which it is a party and resolving that it execute the Debenture Documents to which it is a party;
  - (iii) authorising a specified person or persons to execute the Debenture Documents to which it is a party on its behalf; and
  - (iv) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Debenture Documents to which it is a party.
- (d) A specimen of the signature of each person authorised by the resolutions referred to in subparagraphs (b) and (c) above.
- (e) A certified true copy of the special resolution of the shareholders of the Company as required under Rule 14(2) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 approving the offer of Debentures for subscription by way of private placement.
- (f) A certificate from the Company (signed by a director) confirming that:
  - (i) it is a private company and is not a Subsidiary of a public company and it has not committed a default in filing its financial statements under section 137 of the Act or annual return under section 92 of the Act and therefore, approval of shareholders under Section 180(1)(a) and 180(1)(c) of the Act is not required for entering into, or performing its obligations under, the Debenture Documents;

- (ii) each copy document relating to it specified in this Part I (*Conditions Precedent*) of Schedule 5 (*Conditions*) of this Deed is correct, complete and in full force and effect as at a date no earlier than the date of the certificate;
  - (iii) borrowing, securing or otherwise collateralising, as appropriate, the Debt or the Common Secured Obligations, as the case may be, would not cause any borrowing, securing, collateralising or similar limit binding on it to be exceeded (including any limits imposed under any resolution passed by the shareholders of the Company);
  - (iv) there are no proceedings pending before, or claims due to, any Tax authority which could result in its assets being or becoming subject to any Tax claims pursuant to Section 281 of the Tax Act, Section 81 of the applicable State GST Act or Section 81 of the GST Act;
  - (v) it has not been involved in a restructuring or is not categorised as a 'non-performing asset' by any existing refinancing lenders, nor entered into a composition, compromise, assignment or arrangement with any creditor including under 'Corporate Debt Restructuring' or 'Strategic Debt Restructuring' mechanism of the RBI or the 'Scheme for Sustainable Structuring of Stressed Assets' issued by the RBI nor has a "Joint Lenders Forum" in relation to it been formed;
  - (vi) no steps have been taken in respect of the preparation of a resolution plan for it pursuant to any framework for resolution of stressed or non-performing assets notified by the RBI or any other relevant Governmental Agency (including without limitation, the Stressed Assets Framework);
  - (vii) its loan account with its respective lenders are classified as 'standard assets';
  - (viii) it has not taken any corporate action and no other procedural steps under Applicable Law have been taken or legal proceedings have been started or received any notice for any legal proceedings against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administration, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues;
  - (ix) no proceeding under the IBC or any similar law has been initiated against it;
  - (x) it is not engaged in the business of providing "financial services" (as defined under IBC and it is not and shall not be a "financial service provider" (as defined under IBC);
  - (xi) it is neither carrying on the business of a "non-banking financial company", "non-banking financial institution", or a "core investment company" nor registered or required to be registered as a "non-banking financial company" or a "core investment company" as defined under the provisions of the (Indian) Reserve Bank of India Act, 1934, CIC Regulations or any rules, regulations, notifications, circulars, press releases guidelines or instructions issued by the RBI;
  - (xii) no Default is continuing or would result from the entry into or performance of its obligations under the Debenture Documents; and
  - (xiii) the representations and warranties set out in Schedule 3 (*Representations and Warranties*) of the Deed and in each other Debenture Document are true.
- (g) A certificate of an independent chartered accountant confirming the statements made in subparagraph (f)(iii) and (f)(iv) above and confirming that there are no proceedings pending

before, or claims due to, any Tax authority in respect of the Company which could result in the Secured Assets owned by it being or becoming subject to any Tax claims pursuant to section 281 of the Tax Act.

## 2) OBLIGORS

- (a) A copy of PAN card and passport of each Individual Obligor, and Mrs. Megha.
- (b) A certificate from each Individual Obligor, and Mrs. Megha, confirming that:
  - (i) each copy document relating to it specified in this Part I (*Conditions precedent*) Schedule 5 (*Conditions*) is correct, complete and in full force and effect as at a date no earlier than the date of this Deed;
  - (ii) no Default is continuing or would result from the entry into or performance of his/ her obligations under the Debenture Documents;
  - (iii) the representations and warranties set out in Schedule 3 (*Representations and Warranties*) of this Deed and in each other Debenture Document are true and correct; and
  - (iv) there are no proceedings pending before, or claims due to, any Tax authority which could result in his/ her assets being or becoming subject to any Tax claims pursuant to Section 281 of the Tax Act, Section 81 of the State GST Act or Section 81 of the GST Act.
- (c) A net worth statement from an independent practicing chartered accountant in relation to the Promoter, to the satisfaction of the Debenture Trustee.
- (d) Evidence satisfactory to the Debenture Trustee that all the Pledged Shares are in dematerialised form.
- (e) A copy of the constitutional documents of each Obligor (other than the Individual Obligors and Mrs. Megha) (being its memorandum and articles of association and the certificate of incorporation, amended to the satisfaction of the Debenture Trustee if required).
- (f) A certificate from each of the Obligor (other than the Individual Obligors, Mrs. Megha, and the Company) (signed by a director) confirming that:
  - (i) it is a private company and is not a Subsidiary of a public company and it has not committed a default in filing its financial statements under section 137 of the Act or annual return under section 92 of the Act and therefore, approval of shareholders under Section 180(1)(a) of the Act is not required for entering into, or performing its obligations under, the Debenture Documents;
  - (ii) each copy document relating to it specified in this Part I (*Conditions Precedent*) of Schedule 5 (*Conditions*) to this Deed is correct, complete and in full force and effect as at a date no earlier than the date of the certificate;
  - (iii) securing or otherwise collateralising, as appropriate, the Debt or the Common Secured Obligations, as the case may be, would not cause any securing, collateralising or similar limit binding on it to be exceeded (including any limits imposed under any resolution passed by its shareholders);
  - (iv) there are no proceedings pending before, or claims due to, any Tax authority which could result in its assets being or becoming subject to any Tax claims pursuant to

Section 281 of the Tax Act, Section 81 of the applicable State GST Act or Section 81 of the GST Act;

- (v) no Default is continuing or would result from the entry into or performance of its obligations under the Debenture Documents;
  - (vi) no Material Adverse Effect or any circumstances existing which could lead to a Material Adverse Effect exist as on the date of such certificate;
  - (vii) the representations and warranties set out in Schedule 3 (*Representations and Warranties*) of this Deed and in each other Debenture Document are true;
  - (viii) no steps have been taken in respect of the preparation of a resolution plan for it pursuant to any framework for resolution of stressed or non-performing assets notified by the RBI or any other relevant Governmental Agency (including without limitation, the Stressed Assets Framework);
  - (ix) its loan account with its respective lenders are classified as 'standard assets';
  - (x) it has not taken any corporate action and no other procedural steps under Applicable Law have been taken or legal proceedings have been started or received any notice for any legal proceedings against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administration, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues;
  - (xi) no proceeding under the IBC or any similar law has been initiated against it;
  - (xii) it is not engaged in the business of providing "financial services" (as defined under IBC and it is not and shall not be a "financial service provider" (as defined under IBC); and
  - (xiii) it is neither carrying on the business of a "non-banking financial company", "non-banking financial institution", or a "core investment company" nor registered or required to be registered as a "non-banking financial company" or a "core investment company" as defined under the provisions of the (Indian) Reserve Bank of India Act, 1934, CIC Regulations or any rules, regulations, notifications, circulars, press releases guidelines or instructions issued by the RBI.
- (g) A certificate of an independent practising chartered accountant confirming the statements made in sub-paragraphs (f)(iii) and (f)(iv) above.
- (h) A certified true copy of the special resolution of the shareholders of each of the Obligors (other than the Mortgagor and the Individual Obligors) as required under Section 185 and Section 188 of the Act.

### **3) DEBENTURE DOCUMENTS AND SECURITY**

- (a) Confirmation from the Debenture Trustee that it has received the following executed documents in form and substance satisfactory to it:
- (i) this Deed;
  - (ii) the Debenture Trustee Agreement;
  - (iii) the Common Security Trustee Agreement;
  - (iv) Deed of Guarantee (Promoter);

- (v) the Deed of Guarantee (GGMLPL);
  - (vi) the Deed of Guarantee (TEPL);
  - (vii) the Deed of Guarantee (GRAPL);
  - (viii) the Deed of Guarantee (GGAPL);
  - (ix) the Deed of Guarantee (KHPL);
  - (x) the Issuers' Undertaking;
  - (xi) the Deed of Hypothecation (Company);
  - (xii) the Deed of Hypothecation (GGLMPL);
  - (xiii) the Deed of Hypothecation (KHPL);
  - (xiv) the Deed of Hypothecation (GGAPL);
  - (xv) the Hypothecation Power of Attorney (Company), duly notarised;
  - (xvi) the Hypothecation Power of Attorney (GGLMPL), duly notarised;
  - (xvii) the Hypothecation Power of Attorney (KHPL), duly notarised;
  - (xviii) the Hypothecation Power of Attorney (GGAPL), duly notarised;
  - (xix) the Pledge Agreement; and
  - (xx) each Pledge Power of Attorney relating to the Pledge Agreement, duly notarised.
- (b) A copy of the pledge master report issued by the Depository of each relevant Pledgor (except for (i) KHPL in relation to the shares acquired by KHPL pursuant to the KHPL Acquisition Event, i.e. such number of shares amounting to 50% of the equity share capital of the Company; (ii) GGAPL in relation to the shares acquired by GGAPL pursuant to the GGAPL Acquisition Event, i.e. such number of shares amounting to 24.5% of the equity share capital of GGLMPL; and (iii) Company in relation to the Company OCDs acquired by it pursuant to the OCD Subscription Agreement) in relation to the noting of the pledge over the Pledged Shares in favour of the Common Security Trustee in the records of the Depository.
- (c) Evidence that all shareholder consents and other consents required to be obtained by the members of the Group in connection with the transactions contemplated under the Debenture Documents, the KHPL Share Acquisition Documents and GGAPL Share Acquisition Documents (including but not limited to (i) waiving off all pre-emptive rights available to the board of directors or other shareholders of the Company, (ii) waiving off the right of first refusal by Mr. Srinivas and the Company in relation to creation of pledge over the TEPL Shares, in case of transfer of shares by existing shareholders to third parties, and (iii) waiving off the pre-emptive rights of the board of directors and other shareholders of GGLMPL), have been so obtained.
- (d) Evidence satisfactory to the Debenture Trustee that a no-objection certificate (in a form and manner acceptable to the Debenture Trustee) has been provided by Axis Bank Limited for GGAPL to enter into the Debenture Documents to which it is a party.
- (e) Evidence satisfactory to the Debenture Trustee that a no-objection certificate (in a form and manner acceptable to the Debenture Trustee) has been provided by the State Bank of India for GGAPL to enter into the Debenture Documents to which it is a party.

- (f) Evidence satisfactory to the Debenture Trustee that a no-objection certificate (in a form and manner acceptable to the Debenture Trustee) has been provided by HDFC Bank Limited for GGAPL to enter into the Debenture Documents to which it is a party.
- (g) The most recent title search report in relation to the Mortgaged Property prepared by a counsel acceptable to the Debenture Trustee in a form and substance satisfactory to the Debenture Trustee.

#### **4) RATING AND LISTING**

- (a) A copy of the rating letter from the Rating Agency providing a rating of "IND BB" to the Debentures.
- (b) A copy of the in-principle approval letter from BSE for listing of the Debentures.
- (c) A copy of the Placement Memorandum for the Debentures in a form compliant with all disclosure requirements prescribed by the Act and other Applicable Law.

#### **5) LEGAL OPINION**

A legal opinion of Talwar Thakore & Associates, legal advisers to the Debenture Trustee.

#### **6) OTHER DOCUMENTS AND EVIDENCE**

- (a) Evidence satisfactory to the Debenture Trustee that the KHPL Share Acquisition Documents have been executed.
- (b) Evidence satisfactory to the Debenture Trustee that the GGAPL Share Acquisition Documents have been executed.
- (c) Evidence satisfactory to the Debenture Trustee that all the Conditions Precedent (*as defined in the Share Purchase Agreement (GGAPL)*) relating to the Share Purchase Agreement (GGAPL) have been completed.
- (d) Evidence satisfactory to the Debenture Trustee that all the Conditions Precedent (*as defined in the Share Purchase Agreement (KHPL)*) relating to the Share Purchase Agreement (KHPL), except for the Condition Precedent reflected in Clause 3.1.5 of the Share Purchase Agreement (KHPL) have been completed.
- (e) A copy of each Material Contract.
- (f) A copy of the Business Plan.
- (g) A copy of the Valuation Report.
- (h) Certified true copies of the Original Financial Statements of each Obligor (which is a body corporate).
- (i) Confirmation from the Account Bank that the ISR Fixed Deposit has been opened and maintained with the Account Bank.
- (j) Evidence satisfactory to the Debenture Trustee that each Obligor has made all filings and registrations with the relevant Registrar of Companies in relation to the making amendments (in a form and manner satisfactory to the Debenture Trustee) to their constitutional documents.
- (k) Evidence of the appointment of the Nominee Director to the board of directors of the Company.



(l) The Environmental and Social Due Diligence Report relating to environmental, social and governance matters in the form of an excel E&S KPI report in accordance with Paragraph 2.24 (*Environmental and Social KPIs*) of Schedule 4 (*Covenants and Undertakings*).

- (m) A copy of any other Authorisation or other document, opinion or assurance which the Debenture Trustee considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Debenture Document or for the validity and enforceability of any Debenture Document.
- (n) Evidence that the fees, costs and expenses then due from the Company, including but not limited to pursuant to Clause 27 (*Costs & expenses*), have been paid.
- (o) Evidence that all stamp duty payable in India in connection with the execution, performance and/or enforcement of the Debenture Documents (other than the stamp duty payable on the Debentures pursuant to the Indian Stamp Act, 1899) has been paid.
- (p) Completion of all applicable “know your customer” checks by each Secured Party in respect of the Company.
- (q) Completion of all financial, legal, technical, tax, environmental and other due diligence of the Company to the satisfaction of the Debenture Trustee.
- (r) Evidence satisfactory to the Debenture Trustee that the Company has obtained an ISIN in relation to the Debentures.
- (s) Evidence satisfactory to the Debenture Trustee that no Default is continuing under the Debenture Documents.
- (t) Evidence satisfactory to the Debenture Trustee that each Debenture Holder has procured necessary internal corporate approvals (including approval of their respective investment committee and completion of all relevant know-your-customer checks) for investing in the Debentures, prior to the Pay In Date in relation to the Debentures.
- (u) A copy of the certificate from the Company and GGLMPL identifying the (i) Key Contracts (GGAPL), and (ii) Key Contracts (GGLMPL), each to the satisfaction of the Debenture Trustee.
- (v) Evidence satisfactory to the Debenture Trustee that the necessary CLU Orders in connection with the Mortgaged Property have been obtained by the Mortgagor and submitted to the Debenture Trustee.
- (w) Evidence satisfactory to the Debenture Trustee that the prior written consent of the Promoter and Mrs. Megha Chilakapudi has been obtained by the Mortgagor for creation and enforcement of mortgage over the Mortgaged Property.
- (x) Evidence satisfactory to the Debenture Trustee that, all existing balances owed by the GGAPL to its related parties, as identified by the PWC Financial Diligence Report (save as expressly disclosed in writing to the Debenture Trustee on 02 June 2023 through an email communication), and PWC Technical Diligence Report, have been paid in full.

## ANNEXURE 10 CONDITIONS SUBSEQUENT

Paragraph	Description
<b>On the Deemed Date of Allotment of the Debentures</b>	
1	Evidence that the stamp duty payable on the Debentures pursuant to the Indian Stamp Act, 1899 has been paid.
2	A copy of the resolution of the Company's board of directors authorising the allotment of the Debentures to the Debenture Holders.
3	Evidence satisfactory to the Debenture Trustee that the Company has filed a return of allotment of securities pursuant to allotment of the Debentures, with the relevant Registrar of Companies, by filing form PAS-3 in pursuance of Rule 14(6) of the Companies (Prospectus and Allotment of Securities) Rules, 2014.
4	Confirmation from the Debenture Trustee that it has received the following executed documents, in a form and manner satisfactory to it: <ul style="list-style-type: none"> <li>(i) The OCD Subscription Agreement; and</li> <li>(ii) The Pledge Agreement (OCDs) and corresponding Pledge Power of Attorney (duly executed by the Company).</li> </ul>
5	Evidence satisfactory to the Debenture Trustee that the Company OCDs have been issued by KHPL in accordance with the terms as satisfactory to the Debenture Trustee.
6	Evidence satisfactory to the Debenture Trustee that KHPL has filed a return of allotment of securities pursuant to allotment of the Company OCDs, with the relevant Registrar of Companies, by filing form PAS-3 in pursuance of Rule 14(6) of the Companies (Prospectus and Allotment of Securities) Rules, 2014.
<b>Within 2 Business Days from the Deemed Date of Allotment of the Debentures</b>	
7	Evidence that the depository accounts of the Debenture Holders with the Depository has been credited with the relevant Debentures.
8	Filing of the Debt by the Debenture Trustee (and any revisions thereof) with the Information Utility and acknowledgement by the Company.
<b>Within 5 Business Days from the Deemed Date of Allotment, or such longer period as specifically agreed by the Debenture Trustee in writing</b>	
9(a)	Evidence satisfactory to the Debenture Trustee that KHPL has acquired the relevant GGAPL Shares in accordance with the KHPL Share Acquisition Documents.
9(b)	A copy of the pledge master report issued by the Depository of KHPL (in relation to the shares acquired by KHPL pursuant to the KHPL Acquisition Event) in relation to the noting of the pledge by KHPL over the Pledged Shares (KHPL Acquisition) in favour of the Common Security Trustee in the records of the Depository.
9(c)	Confirmation from the Debenture Trustee that it has received a copy of the pledge master report issued by the Depository of the Company in relation to the noting of

Paragraph	Description
	the pledge over the Company OCDs in favour of the Common Security Trustee in the records of the Depository.
<b>Within 15 Business Days from the Deemed Date of Allotment, or such longer period as specifically agreed by the Debenture Trustee in writing</b>	
<b>10(a)</b>	Evidence satisfactory to the Debenture Trustee that GGAPL has acquired the relevant GGLMPL Shares in accordance with the GGAPL Share Acquisition Documents.
<b>10(b)</b>	A copy of the pledge master report issued by the Depository of GGAPL (in relation to the shares acquired by GGAPL pursuant to the GGAPL Acquisition Event) in relation to the noting of the pledge by GGAPL over the Pledged Shares (GGAPL Acquisition) in favour of the Common Security Trustee in the records of the Depository.
<b>Within 30 days from the Deemed Date of Allotment</b>	
<b>11</b>	Evidence that necessary filings in connection with the creation of Security over the (i) Hypothecated Assets (Company) under the Deed of Hypothecation (Company); (ii) Hypothecated Assets (GGAPL) under the Deed of Hypothecation (GGAPL); (iii) Hypothecated Assets (GGLMPL) under the Deed of Hypothecation (GGLMPL), and (iv) Hypothecated Assets (KHPL) under the Deed of Hypothecation (KHPL), each with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India have been made by the Common Security Trustee.
<b>12</b>	Evidence to the satisfaction of the Debenture Trustee that the charge created pursuant to the Deed of Hypothecation (Company), the Deed of Hypothecation (GGLMPL), the Deed of Hypothecation (KHPL), and Deed of Hypothecation (GGAPL) have been filed by the relevant Obligors with the relevant Registrar of Companies, along with the certificates of registration issued by the relevant Registrar of Companies.
<b>13</b>	Evidence to the satisfaction of the Debenture Trustee that the charge created pursuant to the Pledge Agreement has been filed by the relevant Pledgors (as may be applicable) with the relevant Registrar of Companies, along with the certificates of registration issued by the relevant Registrar of Companies.
<b>14</b>	Evidence to the satisfaction of the Debenture Trustee that the charge created pursuant to the Pledge Agreement (OCDs) has been filed by the Company with the relevant Registrar of Companies, along with the certificates of registration issued by the relevant Registrar of Companies.
<b>15</b>	The End Use Certificate.
<b>Within 60 days from the Deemed Date of Allotment</b>	
<b>16</b>	Evidence satisfactory to the Debenture Trustee that the Mortgage Documents have been duly executed, in relation to the Mortgaged Property.
<b>17</b>	A confirmation (in a form and substance acceptable to the Debenture Trustee) from the counsel stating that the original title documents relating to the Mortgaged

Paragraph	Description
	Property deposited with the Common Security Trustee at the time of execution of the Mortgage Documents are correct and complete.
18	Evidence to the satisfaction of the Debenture Trustee that the Mortgage Documents have been registered with the relevant sub-registrar of the assurances.
19	Evidence that necessary filings in connection with the creation of Security over the Mortgaged Property with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India have been made by the Debenture Trustee.
20	Evidence to the satisfaction of the Debenture Trustee that the charge created pursuant to the Mortgage Documents have been filed by the Mortgagor with the relevant Registrar of Companies, along with the certificate of registration issued by the relevant Registrar of Companies.

## ANNEXURE 11: DUE-DILIGENCE CERTIFICATE OF DEBENTURE TRUSTEE



ANNEXURE A

To,  
Stock Exchange,  
Dear Sir / Madam,  
SUB : ISSUE OF MEGRAJ HOLDINGS 7% LOA aggregating to 1400000000 BY MEGRAJ HOLDINGS PRIVATE LIMITED LTD.

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

1) We have examined documents pertaining to the said issue and other such relevant documents, reports and certifications.

2) On the basis of such examination and of the discussions with the Issuer, its directors and other officers, other agencies and on independent verification of the various relevant documents, reports and certifications:

We confirm that:

a) The Issuer has made adequate provisions for and/or has taken steps to provide for adequate security for the debt securities to be issued.

b) The Issuer has obtained the permissions / consents necessary for creating security on the said property(ies).

c) The Issuer has made all the relevant disclosures about the security and its continued obligations towards the holders of debt securities.

d) Issuer has adequately disclosed all consents/ permissions required for creation of further charge on assets in offer document or private placement memorandum/ information memorandum and all disclosures made in the offer document or private placement memorandum/ information memorandum with respect to creation of security are in confirmation with the clauses of debenture trustee agreement.

e) Issuer has given an undertaking that charge shall be created in favour of debenture trustee as per terms of issue before filing of listing application.

f) Issuer has disclosed all covenants proposed to be included in debenture trust deed (including any side letter, accelerated payment clause etc.), offer document or private placement memorandum/ information memorandum and given an undertaking that debenture trust deed would be executed before filing of listing application.

g) All disclosures made in the draft offer document or private placement memorandum/ information memorandum with respect to the debt securities are true, fair and adequate to enable the investors to make a well-informed decision as to the investment in the proposed issue.

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

PLACE: Mumbai

DATE: 2023-06-09

Registered office:  
The IL&FS Financial Centre  
Plot No. C-23, G Block, 6th Floor  
Bandra Kurla Complex, Bandra (East)  
Mumbai-400051, India

Corporate office:  
The Qube, 6th floor, 502  
A wing Hasan path road,  
PITCO industrial estate Marol,  
Andheri (East) Mumbai-400059

Tel : +91 22 2850 0028  
Fax : +9122 2850 0029  
Email: mumbai@vistra.com  
www.vistraitcl.com

Digitally signed by

Signature: JATIN KIRMIJI CHODANI  
Date: 9 June, 2023

Vistra ITCL (India) Limited  
Corporate Identity Number (CIN): U66020MH1999SP0009507



**ANNEXURE 12: LIST OF GUARANTEES**

1. Personal Guarantee by Mr. Sitarama Rajiv Chilakalapudi
2. Corporate Guarantee by Green Gold Animation Private Limited
3. Corporate Guarantee by Green Gold Licensing And Merchandising India Private Limited
4. Corporate Guarantee by Tigris Entertainment Private Limited
5. Corporate Guarantee by Kazoom Holding Private Limited
6. Corporate Guarantee by Golden Robot Animation Private Limited

## ANNEXURE 13: Financial Statement

**MEGRAJ HOLDINGS PRIVATE LIMITED**  
Office No. A1101, The Platina 11th Floor, A Block Gachibowli, Hyderabad -500032  
CIN : U74140TG2022PTC167061  
**BALANCE SHEET AS AT 31st, March 2023**

(Amount in Rs. '00 )

Sl No.	Particulars	Note No.	Current Year
<b>I. Equity And Liabilities</b>			
	Shareholders' funds:		
	Share capital	1	1,000
	Reserves and surplus	2	(948)
	Non-Current Liabilities		
	Long-term borrowings	3	1,010
	Current Liabilities		
	Trade payables		
	Total outstanding dues of creditors other than micro enterprises and small enterprises.	4	100
	Short-term provisions	5	125
<b>Total</b>			<b>1,287</b>
<b>II. Assets</b>			
	Current Assets		
	Cash and cash equivalents	6	1,287
<b>Total</b>			<b>1,287</b>

Significant Accounting Policies 10

The accompanying notes are an integral part of the financial statements.

As per our report of even date  
For APT AND CO LLP  
Chartered Accountants

Vijay Inumula  
Partner  
Mem No.: 241696  
Firm Reg. No.: 014621C/N500088  
UDIN: 23241696B4X4184039

Date: 29/05/2023  
Place: Hyderabad

For and on behalf of Board of Directors

*Rajiv Chilakalapudi*      *Megha Chilakalapudi*

Rajiv Chilakalapudi      Megha Chilakalapudi  
Director                      Director  
DIN: 01111825              DIN: 05350994



**MEGRAJ HOLDINGS PRIVATE LIMITED**

Office No. A1101, The Platina 11th Floor, A Block Gachibowli, Hyderabad -500032

CIN : U74140TG2022PTC167061

**STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED 31st March, 2023**

(Amount in Rs. '00)

Sl. No.	Particulars	Note No.	Current Year
<b>I.</b>	<b>Income</b>		
	Other Income	7	-
	<b>Total</b>		<b>-</b>
<b>II.</b>	<b>Expenses</b>		
	Other expenses	8	948
	<b>Total</b>		<b>948</b>
<b>III.</b>	<b>Profit/(Loss) before Exceptional and Extraordinary Item and Tax</b>		<b>(948)</b>
	Profit/(Loss) before Extraordinary Item and Tax		(948)
	Profit/(Loss) before Tax		(948)
	Tax Expense	9	-
	Current Tax		-
	Earlier Year Tax		-
	Deferred Tax		-
	<b>Profit/(Loss) for the Period from Continuing Operations</b>		<b>(948)</b>
	Profit/ (Loss) from Discontinuing Operations after Tax		-
	<b>Profit/(Loss) for the Period</b>		<b>(948)</b>
	Earnings per share		
	Basic		-0.09
	Diluted		-0.09

Significant Accounting Policies

10

The accompanying notes are an integral part of the financial statements.

As per our report of even date

For APT AND CO LLP

Chartered Accountants

*Vijay Inumala*

Vijay Inumala  
Partner

Mem No.: 241696

Firm Reg. No.: 014621C/N500088

UDIN: 03241096B6X11094039



For and on behalf of Board of Directors

*Rajiv*

Rajiv  
Director

DIN: 01111825

*Megha Chitlakapudi*

Megha Chitlakapudi  
Director

DIN: 05350994

Date: 29/05/2023

Place: Hyderabad





**MEGRAJ HOLDINGS PRIVATE LIMITED**

Office No. A1101, The Platina 11th Floor, A Block Gachibowli, Hyderabad -500032

CIN : U74140TG2022PTC167061

**CASH FLOW STATEMENT FOR THE YEAR ENDED 31.03.2023**

(Amount in Rs. '00)

Particulars	Current Year
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>	
Net profit before taxation and extraordinary items	(948)
<b>Adjustment for:</b>	
Depreciation	-
<b>Operating profit before working capital changes</b>	<b>(948)</b>
Increase / (Decrease) in sundry creditors	100
Increase / (Decrease) in Provisions	125
<b>Cash generated from Operations</b>	<b>(723)</b>
Income Tax (paid) / Received	-
<b>Cash flow before extraordinary items</b>	<b>(723)</b>
Extraordinary Items	-
<b>CASH FLOW FROM OPERATING ACTIVITIES (A)</b>	<b>(723)</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>	
(Purchase) / Sale of assets	-
<b>CASH FLOW FROM INVESTING ACTIVITIES (B)</b>	<b>-</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>	
Proceeds from issue of Share capital	1,000
Proceeds / (Repayment) of long term borrowings	1,010
(-) Interest paid	-
<b>CASH FLOW FROM FINANCING ACTIVITIES (C)</b>	<b>2,010</b>
<b>NET INCREASE IN CASH &amp; CASH EQUIVALENTS (A+B+C)</b>	<b>1,287</b>
(+) Cash and Cash equivalents at beginning of the period	-
Cash in hand	-
Bank balance	-
<b>CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD</b>	<b>1,287</b>
Cash in hand	-
Bank Balance	1,287

The above Cashflow Statement has been prepared as per AS-3 under Indirect Method.

As per our report of even date

For APT AND CO LLP

Chartered Accountants

Vijay Inumula

Partner

Mem No.: 241696

Firm Reg. No.: 014621C/N500088

UDIN: 25241696B4X1164039

Date: 29/05/2023

Place: Hyderabad

For and on behalf of Board of Directors


Rajiv Chilakalapudi  
Director  
DIN: 01111825

Megha Chilakalapudi  
Director  
DIN: 05350994

## MEGRAJ HOLDINGS PRIVATE LIMITED

Fin. Year :- 2022-2023

## Notes to Balance Sheet

(Amount in Rs. '00 )

Particulars	Current Year
<b>Note 1: Share Capital</b>	
<b>Equity Share Capital</b>	
<b>Authorised</b>	
15,000 Equity Share Capital of Rs. 10 Each	15,000
<b>Issued</b>	
10,000 Equity Share Capital of Rs. 10 Each	1,000
<b>Subscribed &amp; Fully Paid Up</b>	
10,000 Equity Share Capital of Rs. 10 Each	1,000
<b>Subscribed not Fully Paid Up</b>	
	-
<b>Total</b>	<b>1,000</b>
<b>Note 2: Reserves &amp; Surplus</b>	
<b>Profit and Loss Account</b>	
Opening Balance	-
Net profit for the year	(948)
Less: Transfers to/from	-
Less: Allocations & Appropriations	-
<b>Closing Balance</b>	<b>(948)</b>
<b>Total</b>	<b>(948)</b>
<b>Note 3: Long-term borrowings</b>	
Loans and advances from related parties	1,010
<b>Total</b>	<b>1,010</b>
<b>Note 4: Trade Payables</b>	
Total outstanding dues of creditors other than micro enterprises and small enterprises.	100
<b>Total</b>	<b>100</b>
<b>Note 5: Short Term Provisions</b>	
Provisions	125
<b>Total</b>	<b>125</b>
<b>Note 6: Cash and Cash Equivalents</b>	
Cash on hand	-
Balances with banks	1,287
<b>Total</b>	<b>1,287</b>



## MEGRAJ HOLDINGS PRIVATE LIMITED

Fin. Year :- 2022-2023

## Notes to Profit and Loss Account

(Amount in Rs. '00)

Particulars	Current Year
<b>Note 7: Other Income</b>	
Other Income	-
<b>Total</b>	<b>-</b>
<b>Note 8: Other Expenses</b>	
Other Expenses	948
<b>Total</b>	<b>948</b>
<b>Note 9: Tax Expense</b>	
Tax Expense	-
<b>Total</b>	<b>-</b>



## MEGRAJ HOLDINGS PRIVATE LIMITED

Fin. Year :- 2022-2023

## Groupings to Notes to Balance Sheet

(Amount in Rs. '00)

Sl. No.	Particulars	Current Year
<b>Sub Notes To Note 1: Share Capital</b>		
	Share Capital	
	Equity Share Capital	1,000
	<b>Total</b>	<b>1,000</b>
<b>Sub Notes To Note 2: Reserves &amp; Surplus</b>		
	Profit and Loss Account	(948)
	<b>Total</b>	<b>(948)</b>
<b>Sub Notes To Note 3: Long-term borrowings</b>		
	Loans and advances from related parties	
	Rajiv Chilakalapudi	1,010
	<b>Total</b>	<b>1,010</b>
<b>Sub Notes To Note 4: Trade Payables</b>		
	Total outstanding dues of creditors other than micro enterprises and small enterprises.	
	APT AND CO LLP	100
	<b>Total</b>	<b>100</b>
<b>Sub Notes To Note 5: Short Term Provisions</b>		
	Provisions	
	Audit Fee Payable	125
	<b>Total</b>	<b>125</b>
<b>Sub Notes To Note 4: Cash and Cash Equivalents</b>		
	Balances with banks	
	Axis Bank	1,277
	Axis Direct Demat account	10
	<b>Total</b>	<b>1,287</b>



## MEGRAJ HOLDINGS PRIVATE LIMITED

Fin. Year :- 2022-2023

## Groupings to the Notes to Profit and Loss Account

		(Amount in Rs. '00 )
Sl. No.	Particulars	Current Year
<b>Sub Notes To Note 7: Other Income</b>		
	Other Income	
	Written off	-
<b>Total</b>		-
<b>Sub Notes To Note 8: Other Expenses</b>		
	Other Expenses	
	Audit Fees	125
	Professional & Consultancy charges	509
	Bank Charges	58
	Fee and Taxes	256
<b>Total</b>		<b>948</b>
<b>Sub Notes To Note 9: Tax Expense</b>		
	Current Tax	-
	Earlier Year Tax	-
	Deferred Tax	-
<b>Total</b>		-





**MEGRAJ HOLDINGS PRIVATE LIMITED**

Office No. A1101, The Platina 11th Floor, A Block Gachibowli, Hyderabad -500032

CIN : U74140TG2022PTC167061

Fin. Year :- 2022-2023

**Additional Information to Share Capital**

**1 Equity Share Capital**

**(a) Reconciliation of the number of shares outstanding at the beginning and at the end of the reporting period**

(Amount in Rs. '00 )

Particulars	Current Year	
	Number	Amount
Shares Outstanding at the beginning of the year	-	-
Shares Issued during the year	10,000	1,000
Shares Bought back during the year	-	-
Other Movements	-	-
Shares Outstanding at the end of the year	10,000	1,000

**(b) Shareholder(s) holding more than 5% shares**

Name of Shareholder	Current Year	
	No. of Shares	% of Holding
Rajiv Chilakalapudi	9,900	99.00%
Megha Chilakalapudi	100	1.00%

