

5<sup>th</sup> May 2023

Τo,

**BSE Limited,** P.J. Towers, Dalal Street, Mumbai - 400 001

Sub: Intimation under Regulation 54 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") for the quarter and year ended 31<sup>st</sup> March 2023

Dear Sir/ Madam,

Pursuant to Regulation 54(3) of Listing Regulations read with SEBI Circular bearing No. SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2022/ 67 dated 19<sup>th</sup> May 2022, the disclosure of extent and nature of security created and maintained with respect to secured listed non-convertible debentures of the Company for the quarter and year ended 31<sup>st</sup> March 2023 is enclosed herewith.

Kindly take the same on record.

For and on behalf of Vivriti Capital Private Limited

Vineet Sukumar Managing Director DIN: 06848801

Encl: a/a

VIVRITI CAPITAL PRIVATE LIMITED CIN - U65929TN2017PTC117196 GST – 33AAFCV9757P1ZE (Chennai) GST – 27AAFCV9757P127 (Mumbai) Regd. Office:

Prestige Zackria Metropolitan, 2<sup>nd</sup> Floor, Block 1, , No- 200/1-8, Anna Salai , Chennai-600002 Contact: +91-44-4007 4800 contact@vivriticapital.com Mumbai Office: Vibgyor Towers, Unit No.502, 5<sup>th</sup> Floor Block G, Bandra Kurla Complex Mumbai – 400051 Contact: +91-22-6826 6800

WWW.VIVRITICAPITAL.COM

#### Vivriti Capital Private Limited Regd. Office: Prestige Zuckria Metropolitan No. 200/1-8, 2nd Floor, Block -1, Annasalai, Chennai - 600002 (C1N - U65929TN2017PTC117196)

Statement of Security Cover as at 31 March 2023, pursuant to requirements of regulation 54(3) read with regulation 56(1)(d) of Securitles And Exchange Board of India (Listing Obligations And Disclosure requirements) Regulations, 2015

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column 1	Column J	Column K	Column L	Column M	Column N	Column O
Particulars		Exclusive Charge	Exclusive Churge	Pari- Passu Charge	Pari- Passu Charge	Pari- Passu Charge	Assels not offered as Security	Elimination (amount in negative)	(Total C to 11)			those items covered by		Connaro
	Description of asset for which this certificate relate	Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate being issued	Assets shared by pari passu delat holder (includes debt for which this certificate is issued & other debt with pari- passu charge)	Other assets on which there is pari- Passu charge (excluding items eovered in column F)		Debt amount considered more than once (due to exclusive plus pori passu charge)		Market Value for Assets charged on Exclusive busis	Carrying /book value for exclusive charge assets where market value is not aspertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Market Välue for Pari passu charge Assets	Carrying value/book vulue for pari passo charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Total Valuc(=K+L+M+ N)
		Book Value	Book Value	Yes/ No	Book Value	Book Value						Relation (	o Column F	
ASSETS														
Property, Plant and Equipment						297	2,466.07		2,466.07	-				
Capital Work-in- Progress		•					400,08		400.08				2	
Right of Use Assets			+				2,571.15		2,571.15			-	· ·	
Goodwill		N	%		•									-
linaugible Assets		<u>.</u>	4	24	34): (4):		267.95	<u> </u>	267.95					
Intangible Assets under Development				(e)	(A)	240	238.71		238.71	2				
Investments		86,820.77	11,098.29			540	42.616.77		140,535.83		86,820.77			86,820,77
Loans		66,413.58	353,572.81				37,711.99		457,698.38		66,413.58			66,413.58
Inventories														
Trade Receivables			54		36	201	773.99	1. Sec. 19	773.99					
Cash and Cash Equivalents			28		34	5.0	29,454.89	(iii)	29,454.89	÷				
Bank Balances other than Cash and Cash Fquivalents			23,491.03			3 <b>.</b> (	2,468.09		25,965.12	-	2	÷	1	
Others							12,089.55		12,089.55				· · ·	100
Total		153,234.35	388.16E.13				131,059.24	•	672,461.72	•	153,234,35			153,234.35
LIABILITIES														
Debt securities to which this certificate		141,574,21	5,005.18	242	740	200			146,583.39		141,574.21	2		141,574.21
Other debt sharing pari-passu charge with above debt				•	8.2				*				2	141,374.21
Other Debt	Commercial Papers		5,302.80	925	22				5,303.80					
Subordinated debt					560	547	(L)			<u></u>				
Horrowings						1.0	500	(- ) (-			2			
Bank	Term Loan from Banks		285,447.18						285,448,18					
Debt Securities			2		24				-					· · ·
Others	Terni Loan from other parties and loans repayable on demand		64,652.47	243	×**	(a)	12	19	64,653.47					•
Trade payables							1,969.98		1,969.98					
Lease Liabilities			-				2,719.55		2,719.55					
Provisions							4,223.04		4.223.04					
Others			(a)			1.00	5,085.76	6	5,085,76					
Total		141,574.21	360,414.63				13,998.33		515,987.17		141,574.21			141,574,21
Cover on Book Value		1.08							1		1.08			1.08
Cover on Market Value											1.00			1.00
		Exclusive Security Cover Ratio			Pari-Passu Security Cover Ratio									



Vincet anenmon 50 Chennai 600 035 Limite



**Chartered Accountants** 

KRM Tower, 1<sup>st</sup> & 2<sup>nd</sup> Floors, No.1, Harrington Road, Chetpet, Chennai – 600 031, India Telephone: + 91 44 4608 3100 Fax: + 91 44 4608 3199

**The Board of Directors** Vivriti Capital Private Limited Prestige Zackria Metropolitan, No. 200/1-8, 2nd Floor, Block -1, Annasalai, Chennai - 600002

4 May 2023

Dear Sirs

Auditor's report on Statement of Information in respect of Security cover maintained with respect to listed non-convertible debentures as at 31 March 2023; value of receivables / book debts as at 31 March 2023 and compliance of covenants with respect to listed non-convertible debentures as at 31 March 2023

- 1. This report is issued in accordance with the terms of our engagement letter dated 21 October 2022.
- 2. The management has requested us to certify the particulars contained in the accompanying Statement of information for the listed non-convertible debt securities ('NCDs') attached herewith (the 'Statement') for Vivriti Capital Private Limited (the 'Company') as at 31 March 2023. The Statement has been prepared by the Company to comply with Regulation 54 read with Regulation 56(1)(d) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, and Regulation 15(1)(t) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended and circular SEBI/HO/MIRSD/MIRSO\_CRADT/CIR/P/2022/67 dated 19 May 2022 (together referred to as the "Regulations") for the purpose of its onward submission to Catalyst Trusteeship Limited, IDBI Trusteeship Services Limited and Beacon Trusteeship Limited (the "Debenture Trustees") of the Company and the stock exchanges. We have initialed the Statement for identification purpose only.

### Management's responsibility

- 3. The preparation and presentation of the Statement is the responsibility of the Company's management including the preparation and maintenance of all accounting and other records supporting its contents. This responsibility includes the design, implementation and maintenance of internal control relevant to the preparation and presentation of the Statement and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
- 4. The Company's management is also responsible for ensuring that the Company complies with the requirements of the Regulations and the Debenture Trust Deeds ('DTDs') for all listed NCDs outstanding as at 31 March 2023 (as listed in the Statement) and for providing all relevant information to the Company's Debenture Trustees. The Company's management is responsible for preparation and maintenance of covenants list and compliance with such covenants on a continuous basis as per the DTDs.

Further, the Company's management is responsible for completeness and accuracy of the covenants listed in the Statement extracted from the list of covenants under the 'Covenants' section of respective DTDs and the status of compliance with such covenants for the year ended 31 March 2023.



B S R & Co. (a partnership firm with Registration No. BA61223) converted into B S R & Co. LLP (a Limited Liability Partnership with LLP Registration No. AAB-8181) with effect from October 14, 2013 14th Floor, Central B Wing and North C Wing, Nesco IT Park 4, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400063

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## **Vivriti Capital Private Limited** *Page 2 of 4*

## Auditor's responsibility

- 5. Pursuant to the request from management and as required by the Regulations, we are required to provide a limited assurance on whether anything has come to our attention that causes us to believe that the Company has not accurately extracted the particulars furnished in the Statement from the audited financial statements, underlying books of account and other relevant records and documents maintained by the Company for the year ended 31 March 2023, has not maintained required security cover, has provided incorrect details of value of receivables / book debts in the Statement, has not complied with the covenants (as set out in the Statement) as per the requirements of DTDs in relation to all listed NCDs outstanding as at 31 March 2023, and whether the computation of security cover ratio in the Statement is not arithmetically accurate.
- 6. For the purpose of this report, we have planned and performed the following procedures;

## Part A: Security cover

- (a) Obtained a list of receivables (loans and investments) pledged as collateral / security against the outstanding listed NCDs as at 31 March 2023;
- (b) Verified the computation of security cover as at 31 March 2023, prepared by management, as specified in the format given under SEBI/HO/MIRSD/MIRSD\_CRADT/CIR/P/2022/67 dated 19 May 2022;
- (c) Traced the amounts relating to assets and liabilities (as set out in the Statement) to the audited financial statements / information as at 31 March 2023, underlying books of account and other relevant records and documents maintained by the Company and verified the arithmetical accuracy of the numbers in the Statement;
- (d) The Company does not maintain a one-on-one identification of receivables (loans and investments) earmarked towards a particular borrowing in the system. A separate statement containing receivables (loans and investments) charged to each NCD holder as at 31 March 2023 for onward submission is maintained and was provided to us by the management. We compared the total loan / investment security cover as computed by the management in the aforementioned Statement with the loan / investment balance in the audited books of account as at 31 March 2023;
- (e) On a sample basis, verified the details of the outstanding amount and assets required to be maintained as collateral for each series of the listed NCDs from the underlying books of account and other relevant records and documents maintained by the Company as at 31 March 2023;

### Part B: Value of receivables / book debts (Loans and Investments)

a) Verified, on a sample basis, outstanding amount of NCDs as at 31 March 2023 and the value of receivables (loans and investments) hypothecated from the underlying books of account and other relevant records and documents maintained by the Company for the year ended 31 March 2023;

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# Vivriti Capital Private Limited

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## Part C: Compliance with covenants

- a) Obtained from management, a list of applicable covenants (as set out in the Statement), extracted from the 'Covenants' section of respective DTDs. Management has confirmed that the covenants listed in the Statement are extracted from all DTDs for all listed NCDs outstanding as at 31 March 2023.
- b) Against each of the applicable covenants (as set out in the Statement), obtained the status of compliance with such covenants as at 31 March 2023 from management.
- c) On a sample basis, traced the covenants to the respective DTDs to test their accuracy; and
- d) Verified the compliance with the covenants set out in the Statement on sample basis.
- 7. The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed.
- 8. We conducted our examination in accordance with the 'Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) ('the Guidance Note') issued by the ICAI. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.
- 9. We have complied with the relevant applicable requirements of the Standard on Quality Control ('SQC') 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

## Conclusion

- 10. Based on our procedures performed as mentioned in paragraph 6 above, information and explanation given to us and representations provided by the Company, nothing has come to our attention that causes us to believe that, in all material aspects:
  - a. the Company has not accurately extracted the particulars furnished in the Statement from the audited financial statements / information, underlying books of account and other relevant records and documents maintained by the Company for the year ended 31 March 2023;
  - b. the Company has not maintained required security cover;
  - c. the Company has provided incorrect details of value of receivables / book debts (loans and investments) in the Statement;
  - d. the Company has not complied with the covenants (as set out in the Statement) as per the requirements of DTDs for all listed NCDs issued during the year ended / outstanding as at 31 March 2023; and
  - e. the computation of the security cover ratio in the Statement is not arithmetically accurate.



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**Vivriti Capital Private Limited** *Page 4 of 4* 

## **Restriction of use**

11. This report has been issued for the sole use of the Board of Directors, to whom it is addressed, for onward submission to the Company's Debenture Trustees and stock exchanges pursuant to the requirements of the abovementioned Regulations. Accordingly, our report should not be quoted or referred to in any other document or made available to any other person or persons without our prior written consent. We neither accept nor assume any duty or liability for any other purpose or to any other party to whom our report is shown or into whose hands it may come without our prior consent in writing.

for **B S R & Co. LLP** Chartered Accountants Firm Registration No: 101248W/W-100022

S Sethuraman Partner Membership Number: 203491 UDIN: 23203491BGYXWP7313

Place: Chennai Date: 4 May 2023



# Vivriti Capital Private Limited Statement of Information for listed Non-Convertible Debentures ('NCDs') (the 'Statement')

S.No.	ISIN wise details of I ISIN	Facility	Type of charge	Sanctioned amount	Outstanding Amount	Cover required	Assets Maintained
1	INE01HV07148		· · · · · · · · · · · · · · · · · · ·	1,000.00	337.80	110%	372.02
2	INE01HV07239			5,000.00	5,616.80	105%	5,899.16
3	INE01HV07221				105%	5,895.82	
4	INE01HV07262			10,000.00	10,968.86	105%	11,563.14
5	INE01HV07270	]	Fachains	20,000.00	21,665.46	105%	22,909.07
6	INE01HV07288			5,000.00	3,347.87	110%	3,687.11
7	INE01HV07296	Non-convertible debentures	Exclusive charge	20,000.00	20,860.27	105%	23,482.46
8	INE01HV07304	debentures	charge	5,000.00	4,994.67	110%	5,582.50
9	INE01HV07312	]		20,000.00	20,394.19	105%	21,947.49
10	INE01HV07320	]		30,000.00	29,873.16	105%	32,322.81
11	INE01HV07338			4,900.00	4,906.88	110%	5,397.65
12	INE01HV07353			3,000.00	2,991.15	105%	3,166.77
13	INE01HV07361			10,000.00	10,005.65	110%	11,008.33
	Total			1,38,900.00	1,41,564.95		1,53,234.35





#### VIVRITI CAPITAL PRIVATE LIMITED CIN - U65929TN2017PTC117196 GST - 33AAFCV9757P1ZE (Chennai) GST - 27AAFCV9757P1Z7 (Mumbai)

#### REGD. OFFICE:

Prestige Zackria Metropolitan, 2<sup>-4</sup> Floor Block 1, No.200/1-8, Anna Salai Chennai 600002 Contact : +91-44-4007 4800 contact@vivriticapital.com

#### MUMBAI OFFICE:

Vibgyor Towers, Unit No. 502, 5<sup>th</sup> Floor Block G, Bandra Kurla Complex Mumbai – 400051 Contact: +91-22-6826 68<u>00</u>

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#### Vivriti Capital Private Limited Statement of Information for listed Non-Convertible Debentures ( NCDs') (the 'Statement')

#### Table II - Computation of Security Cover Ratio Part A - IDBI Trusteeship Services Limited

olumn A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column 1	Column J	Column K	Column L	Column M	Column N	Column O
oumn A	country	Exclusive Charge	Exclusive Charge	Pari- Passu Charge	Pari- Passu Charge	Pari- Passu Charge	Assets not offered as Security	Elimination (amount in negative)	(Total C to H)		Related to only	Related to only those items covered by this certificate		
×	Description of asset for which this certificate relate	Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate being issued	Assets shared by pari passu debt holder (includes debt for which this certificate in issued & other debt with pari- passu charge)	Other assets on which there is pari- Passu charge (excluding items covered in column F)		Debi amount considered more than once (due to exclusive plus pari passu charge)		Market Value for Assets charged on Exclusive basis	Carrying Abook value for exclusive charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Market Value for Pari passu charge Assets	Carrying value/book value for pari passu charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Total Valuc(=K+L+M+ N)
			Book Value	Yes/ No	Book Value	Book Value						Relating	to Column F	
		Book Value	Book Value	Y CS/ 140	BOOK Value	DOOK Value								
ASSETS							2,466.07		2,466,07			· · · · · · · · · · · · · · · · · · ·	•	
Property, Plant and Equipment						2.	400.08		400.08				÷.	- 29
Capital Work-in- Progress		0					2,571.15		2,571.15					
Right of Use Assets	1			· · · · · ·	second se		2,51115				2		•	
Goodwill				•					and the second second	34			*	(*)
Intangible Assets							- Contraction of the second second							
Intangible Assets under Development		3¥		S.	1						364.86			364.86
Investments	86-820.77	364 86	97,554 19	1.5							7.15			7.15
Loans	66 413 58	7,15	4,19,979.24						1,01,070101					
Inventories				1.0		internet and the second s								
Trade Receivables							and the state of t							
Cash and Cash Equivalents							29,454.89		the second se		(1)			
Bank Balances other than Cash and Cash						2 · · · ·	а 11 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -		25,965.12	16	S. 1			
			25,965 12			1								
Equivalents			-				12,112.53							372.0
Others		372.02	5,43,498.55				1,28,600.07		6,72,470,64		372.02			374.0
Total		374.04												
														337.8
LIABILITIES		337 80	1,46,245 59			2			1,46,583,39		337 80		S	337,8
Debt securities to which this certificate pertains		337 80									•		2	
Other debt sharing pari-passu charge						SI	51.							
with above debt									5,303.80					
Other Debt	Commercial Papers		5,303.8								•	B	•	
Subordinated debt						Sin								
Borrowings						which are a second and a second secon			and the second se	8 .			•	
Bank	Term Loan from Banks		2,85,448.1		A REAL PROPERTY OF A REAL PROPER								•	and the second sec
Debt Securities			-			and the second s				7			e :	2
Others	Term Loan from other parties and loans repayable on demand		64,653.4	7										
Trade payables						in a los anno 1998 a	- 1.969.5	the state of the s		and the second se				1 2
Lease Liabilities		-				-	- 2,719.5						×	
the state of the s						the set of the second sec	. 4.223.0					and the second se		
Provisions							- 5,085.7		- 5,085.7		337.8			337.
Others		337.8	0 5,01,651.0	14	•		- 13,998,3	13	- 5,15,987.1	3	1.1			1.
Totai		1,10	and an exception of the second			•					1.1			
Cover on Book Value				-	1							1		
Cover on Market Value		Exclusive Security Cover Ratio			Pari-Passu Security Cove Ratio	er -								





#### Table II - Computation of Security Cover Ratio Part B - Beacon Trusteeship Limited

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column 1	Column J	Column K	Column L	Column M	Column N	Column O
Particulars		Exclusive Charge	Exclusive Charge	Pari- Passu Charge	Pari- Passu Charge	Pari- Passu Charge	Assets not offered as Security	Elimination (amount in negative)	(Total C to H)		Related to only	Related to only those items covered by this certificate		
*	Description of asset for which this certificate relate	Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate heing issued	Assets shared by pari passu debt holder (includes debt for which this certificate is issued & other debt with pari- passu charge)	Other assets on which there is pari- Passu charge (excluding items covered in column F)		Debt amount considered more than once (due to exclusive plus part passu charge)		Market Value for Assets charged on Exclusive basis	Carrying Aook value for exclusive charge assets where market value is not asplicable (For Eg. Bank Balance, DSRA market value is not applicable)	Market Value for Pari passu charge Assets	Carrying value/book value for pari passu charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Total Valuc(=K+L+M+ N)
		Book Value	Book Value	Yes/ No	Book Value	Book Value	1					Relating	to Column F	l
ASSETS		DOOK VARIAC	Duon value											
Property, Plant and Equipment		*	•				2,466.07		2,466.07	· · · · · · · · · · · · · · ·			*	
Capital Work-in- Progress				•			400_08	2	400.08		643	94. 194		*
Right of Use Assets	1 1						2,571,15		2,571.15	•	· · · · · · · · · · · · · · · · · · ·			•
Goodwill			1					S.			2.00			
Intangible Assets					-		267.95		267.95	5			· ·	· · ·
Intangible Assets under Development				÷			224.65	1.4	224,65			•	· ·	
Investments		40,857 34	57,061 72				42,616,77		1,40,535.83		40,857_34		1 54	40,857.34
Loans		11.038.23	4 08 948 16				37.711.99		4,57,698.38	•	11,038.23			11,038.23
Inventories								2.5					-	
Trade Receivables		· · · · · · · · · · · · · · · · · · ·				•	773.99		773.99					
Cash and Cash Equivalents					•		29_454_89		29,454.89 25,965.12	· · · · · · · · · ·				
Bank Balances other than Cash and Cash Equivalents	h		25,965_12				•							
Others							12,112.53			×	51,895.57			51,895.57
Total		51,895.57	4,91,975.00				1,28,600.07		6,72,470,64		51,895.57			
LIABILITIES									1,46,583,39	14	47,776 84			47,776,84
Debt securities to which this certificate pertains		47,776,84	98 806 55								47,770,04			
Other debt sharing pari-passu charge with above debt			200											
Other Debt	Commercial Papers		5,303,80											
Subordinated debt						_				-				
Borrowings									and a second sec		the second se			
Bank	Term Loan from Banks		2,85,448.18											
Debt Securities										<				
Others	Term Loan from other parties and loans repayable on demand		64,653,47		· · · ·									
Trade payables											S (4)			
Lease Liabilities	1			-	-				80.0					
Provisions														
Others		47,776.84							5,15,987.1	1 .			•	
Total Cover on Book Value		1.09	and the second se		-						1.09	2		1,0
det della dell'arte esta della de		1.02												
Cover on Market Value		Exclusive Security Cover Ratio			Pari-Passu Security Cover Ratio									





#### Vivriti Capital Private Limited Statement of Information for fisted Non-Convertible Debentures ('NCDs') (the 'Statement')

#### Table N - Computation of Security Cover Ratio Part C - Catalyst Trusteeship Limited

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column 1	Column J	Column K	Column L	Column M	Column N	Column O
Particulars		Exclusive Charge	Exclusive Charge	Pari- Passu Charge	Pari- Passu Charge	Pari- Passu Charge	Assets not offered as Security	Elimination (arnount in negative)	(Total C to H) Related to only those items covered by this certificate					Commo
	Description of asset for which this certificate relate	Debt for which this certificate being issued	Other Secured Debt	Debt for which this certificate being issued	Assets shared by pari passu debt holder (includes debt for which this certificate is issued & other debt with pari- passu charge)	Other assets on which there is pari- Passu churge (excluding items covered in column F)		Deht amount considered more than once (due to exclusive plus pari passu charge)		Market Value for Assets charged on Exclusive basis	Carrying Abook value for exclusive charge assets where market value is not aspectationable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Market Value for Pari passu charge Assets	Carrying value/book value for pari passu charge assets where market value is not ascertainable or applicable (For Eg. Bank Balance, DSRA market value is not applicable)	Total Value(=K+L+M+ N;
		Book Value	Book Value	Yes/ No	Book Value	Book Value						Relating	to Column F	
ASSETS							-						T	
Property, Plant and Equipment		•	- 1		-		2,466.07	÷	2,466.07					
Capital Work-in- Progress					+3		400,08	2	400.08		240	2		
Right of Use Assets		<b>₩</b>		•		*	2,571.15		2,571.15	5 E	020	52	<u>ŝ</u>	
Goodwill			•			•					1			-
Intangible Assets						•	267.95		267.95					
Intangible Assets under Development		+					224.65		224.65		597			
Investments		45,598 57	52,320,49	•			42,616,77	- V	1,40,535.83	•	45,598,57			45,598.57
Loans		55.368.20	3,64,618 19			2	37.711.99	<u></u>	4,57,698,38		55,368,20	1	<u> </u>	55.368,20
Inventories			•	•						-			-	55200,20
Trade Receivables				<b>*</b> .			773.99		773.99					
Cash and Cash Equivalents			2), 2),				29,454.89		29,454.89					
Bank Balances other than Cash and Cash Equivalents	1		25,965,12	•	-			5	25,965,12		7.5	2		
Others						2	12,112.53		12,[12.53	2				
Total		1,00,966.77	4,42,903.80			×	1.28.600.07		6,72,470,64		1,00,966.77		-	1,00,966.77
LIABILITIES						10000				· · · · · · · · · · · · · · · · · · ·				
														1
Debt securities to which this certificate pertains		93,459_57	53.123 82	*				2	1,46,583.39	•	93,459,57	220	-	93,459.57
Other debt sharing pari-passu charge with above debt											1	32		
	0								1					
Other Debt Subordinated debt	Commercial Papers		5,303.80		*	•			5,303.80		**	· · · ·	· · · · · · · · · · · · · · · · · · ·	
Borrowings			•	•				2		×				•
Bank	Term Loan from Banks		2.85.448.18										•	· · ·
Debt Securities	Term Coan nom Banks		2,03,440.16						2,85,448,18					
Others	Term Loan from other parties and loans repayable on demand		64,653,47	÷ ÷				3	64,653.47		*			
Trade payables	the round repayment on demand			-	-		1,969.98		1,969.98					
Lease Liabilities							2,719.55		2,719.55					
Provisions					1 12		4 223.04			100 A	100 E			
Others							5,085,76		4,223.04					
Total		93,459.57	4,08,529.27				13,998,33		5,15,987,17		93,459.57			93,459.5
Cover on Book Value		1.08					13,790,33		environit?		1.08	*		L0
Cover on Market Value		1.00					-				1.00			1
		Exclusive Security Cover Ratio			Pari-Passu Security Cover Ratio									





# Vivriti Capital Private Limited Statement of Information for listed Non-Convertible Debentures ('NCDs') (the 'Statement') for the quarter ended 31 March 2023

	Category	Covenant	Remarks	Status of compliance
	Accounts/funds/ reserves maintained	Recovery Expense Fund: The Company hereby undertakes and confirms that it shall, within the time period prescribed under the SEBI Recovery Expense Fund Circular, establish and maintain the Recovery Expense Fund in such manner/mode as is prescribed under the SEBI Recovery Expense Fund Circular.		Complied
		Debenture Redemption Reserve:   (a) The Company hereby agrees and undertakes that, if required under Applicable Law, it will create a debenture redemption reserve ("DRR") in accordance with the provisions of the Companies Act (and the rules and regulations made thereunder) and the guidelines issued by the relevant Governmental Authorities.   (b) If during the tenor of the Debentures, any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of the DRR, the Company shall slube y such guidelines and shall do all such deeds, acts and things as may be required in accordance with Applicable Law.   (c) Where applicable, the Company shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Company has transferred the required amount to the DRR at the end of each Financial Year.   (d) In addition to the foregoing, to the extent required by Applicable Law, the Company shall invest or deposit amounts up to such thresholds, and in such form and manner and within such time periods, as may be prescribed by Applicable Law, in respect of any amounts of the Debentures maturing in any Financial Year.	Debenture Redemption Reserve and Debenture Redemption Fund have been exempted as per Rule 18(7) of The Companies (Share Capital and	Not applicable
2	Financial	The Company shall maintain a Capital Adequacy Ratio of 20% (twenty percent) or such other higher threshold as may be prescribed by the RBJ from time to time, with Tier I Capital (Capital Adequacy.Ratio) of at least 15% (fifteen percent);	The Management confirms that the Company has complied with this covenant as at 31 March 2023.	Complied
		The Company should maintain a Debt to Equity Ratio of not more than 4 times	The Management confirms that the Company has complied with this covenant as at 31 March 2023.	Complied
		The Company should maintain Gross NPA (including write-offs) of less than 3% (three percent)	The Management confirms that the Company has complied with this covenant as at 31 March 2023,	Complied
		The Company should maintain Net NPA of less than 2% (two percent).	The Management confirms that the Company has complied with this covenant as at 31 March 2023.	Complied
		The Company should maintain Networth to Net NPA of the Company a ratio of at least 15 (fifteen) times	The Management confirms that the Company has complied with this covenant as at 31 March 2023.	Complied
		The Company should ensure that there is no negative mismatch (on a cumulative basis) in any of the time buckets for up to I (one) year of the asset-liability management statement (after considering all liabilities of the Company, but excluding unutilised bank lines);	covenant as at 31 March 2023.	
		The Company, as on any date of determination, maintain such minimum liquidity that is equivalent to its liabilities occurring/falling due in the succeeding 30 (thirty) cays in the form of cash, fixed deposits (cash equivalents) and/or undrawn sanctioned borrowing limits;	The Management confirms that the Company has complied with this covenant as at 31 March 2023.	Complied
		The Company should maintain an exposure in respect of borrower(s)/client(s) of the Company at an individual level (as determined in accordance with the guidelines and regulations of the RBI in this respect) of not more than 2% (two decimal five percent) of the Company's assets under management (in respect of all products provided by the Company including fund-based and non-fund based facilities);	e covenant as at 31 March 2023.	Complied
		The Company should maintain an exposure in respect of borrower(s)/client(s) of the Company at a group level (as determined in accordance with the guidelines and regulations of the RBI in this respect) of not more than 3% (five percent) of the Company's assets under management (in respect of all products provided by the Company including fund-based and non-fund based facilities);	's covenant as at 31 March 2023.	Complied
_		The Company should ensure that its profit after tax (as determined in accordance with Applicable Accounting Standards) i positive for each financial quarter:	is The Management confirms that the Company has complied with this covenant as at 31 March 2023.	Complied
	R&Co	The Company should ensure that the total exposure of the Company to its Subsidiaries where the Company exercises control by virtue of majority shareholding does not exceed 10% (ten percent) of the Company's Net Worth;		s Complied

Affirmative	Security Cover as per terms of Issue: The Company should maintain the minimum security cover till final settlement date of the security.	The Management confirms that the Company has maintaned the requisite security cover.	Complied
	The Company hereby further agrees, declares and cover ants with the Debenture Trustee as follows: (i) the Debentures shall be secured by a first ranking, «xclusive and continuing security by way of a first ranking, exclusive and continuing charge on the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment; (ii) all the Hypothecated Assets that will be charged to the Debenture Trustee under the Deed of Hypothecation shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee; (iii) to register and perfect the security interest created hereunder by filing Form CHG-9 with the concerned ROC; (iv) to keep the Application Money in a separate bank account; (v) the Company shall, on a half yearly basis, and as and when required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Assets forr time to time;	The Management confirms that the Company has complied with this covenant.	Complied
	Loss or damage by uncovered risks: The Company should promptly inform the Debenture Trustee of any material loss or significant damage which the Company may suffer due to any force majeure circumstances or act cf God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;		Not applicable
	Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, including all costs, expenses and rents if and when the Company may be required to pay according to the applicable state laws. In the event the Company fails to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee shall be at liberty ( but shall not be bound) to pay such amounts and the Company shall reimburse the aforementioned amounts to the Debenture Trustee on demand:	covenant.	Complied
	The Company shall furnish following information to trestees: (i) provide to the Debenture Trustee or its nomineet s) / agent( s) such information/ copies of relevant extracts as they may require on any matters relating to the business of the Company or to investigate the affairs of the Company; (ii) allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as the may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation;	5 5	
	The Company shall furnish quarterly reports to the Debenture Trustee (as may be required in accordance with Applicable Law containing the following particulars: (A) updated list of the names and addresses of the Debenture Holders; (B) details of the interest due, but unpaid and reasons hereof; (C) the number and nature of grievances received from the Debenture Holders and resolved and unresolved by the Company along with the reasons for the same; and (D) a statement that the Hypothecated Assets are sufficient to discharge the claims of the Debenture Holders as and when they become due (E) provide a periodical status/performance report wilhin 7 (seven) days of the relevant board meeting of the Company, or within 45 (forty five) days of a Quarterly Date, whichever is safier; (F) inform and provide the Debenture Trustee with applicable documents in respect of the following: (i) notice of any Event of Default or potential Event of Default; (ii) and all information required to be provided to the Debenture Holders under Applicable Law and the listing agreement to be entered into between the Company and the BSE; and (iii) any and all orders, directions, notices, of any court or tribunal affecting or likely to affect the Hypothecated Assets.	Debenture Trustees within the stipulated timeline and the list of bondholders are circulated in compliance with relevant SEBI circulars Further, there has been no instances of investigation or examinations from the Debenture Trustees.	
	The Company hereby agrees and consents that the Debenture Trustee shall be entitled to file with an Information Utility ( a defined and set up under ( Indian) Insolvency and Baakruptcy Code, 2016) all necessary information in relation to the transaction as required under the ( Indian) Insolvency and Baakruptcy Code, 2016. The Company hereby confirms that the Company with provide all the assistance to the Debenture Holders? Debenture Trustee as may be required for initial submission of the Form C the relevant Information Utility registered with Inscivency and Bankruptcy Board of India under the ( Indian) Insolvency and Bankruptcy Code, 2016 and also any other help as may be required in the future in similar matters where financial creditor under obligation to initiate some action.	n applicable. iii io is	
	The Company should promptly and expeditiously a tend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;	d, applicable.	
85 R & Co. 11	Fair Practices Code: The Company should comply with any corporate governance requirements applicable to the Company ( as may be prescribed the RBI, SEBI, any stock exchange, or any Governmental Authority) and the fair practices code prescribed by the RBI;	The Management confirms that the Company has complied with the by covenant.	is Complied
* Charken account			Chen 600 0

ĺ		Wilful defaulter: If a director of the Company is found to be a wilful defaulter, it shall ensure that such person is removed from the directorship of the Company, as the case may be, within the timelines required under applicable Law.	There has been no such instances so far, hence this covenant is not applicable.	Not applicable
		On the Final Settlement Date, the Debenture Trustee shall at the cost of the Company, release, the Transaction Security created in favour of the Debenture Trustee, free and discharged from the trusts and charge created in terms of the Transaction Documents.		Complied
		Documents. The Company has appointed ICRA Analytics Limited, a third party valuation agency (being a valuation agency appointed by Association of Mutual Funds in India) ("Valuation Agent") as the third party valuation agency in accordance with the MLD Guidelines; The Company shall provide to the Debenture Holders, as and when requested by them, the valuation report of the Valuation Agent prepared in accordance with the MLD Guidelines;	covenant as at 31 March 2023.	Complied
		Additional Equity: The Company should inform the Debenture Trustee and the Debenture Holders of any equity infusion into	There has been no such instances so far, hence this covenant is not applicable.	Not applicable
	Restrictive	the Company, by way of a written notice at least 15 (fifteen) days prior the occurrence of such event. Credit rating: The long term credit rating of the Issuer shall not be downgraded to "BBB+" or below such level, by any credit rating agency. Remarks like "Issuer Not Cooperating" should not be affixed to the Issuer rating. For the avoidance of doubt, the lowest of any rating would be considered. The Issuer shall ensure that there is no suspension of the credit rating of the Issuer or these Debentures or withdrawal of the credit rating of these Debentures.	The Management confirms that the Company has complied with this covenant as at 31 March 2023.	Complied
	Negative	Purpose/end-use: The Company shall use the proceeds of the issue only for the purpose as provided in the Debenture trust deed.	The Company confirms that proceeds are used only for the purpose as provided in the relevant transaction documents.	Complied
		Change in nature and conduct of business: The Company shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without the prior consent of the Debenture Trustee.	There has been no such instances so far, hence this covenant is not applicable.	Not applicable
		The Company shall not, without the prior consent of the Debenture Trustee, abandon or agree to abandon its business, sell/transfer/assign its non-financial assets/business division where such sale/transfer/assignment is likely to have the effect of or result in the Company exiting or restructuring of the existing business;		
		Change in Management: The Company shall ensure that 1. The Identified Promoter (Mr.Vineet Sukumar) and Mr. Gaurav Kumar continue to remain as directors on the board of directors of the Company. 2. The Management Control of the Company remains with the Identified Promoter;	The Management confirms that the Company has complied with this forvenant.	Complied
	i i	The Company shall so long as the Debentures are outstanding, not declare any dividend to the shareholders in any year until the Company has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Debentures declare any dividend to the shareholders of the Company, or make any other distributions to the holders of common equity in the event of the occurrence of an Event of Default or a Trigger Event.	e period. Hence the same is not applicable.	Not applicable
		The Company shall not wind up, liquidate or dissolve its affairs unless such liquidation takes place in connection with a merger consolidation or any other form of combination of the Company with another company and the resulting entity or compan assumes all obligations with respect to the Debentures.	. There has been no such instances so far, hence this covenant is no y applicable.	t Not applicable
		Disposal of Assets: The Company shall not, without the prior consent of the Debenture Trustee, sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Company (whether in a singl transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitisation/portfolio sale of assets undertaken by the Company in its ordinary course of business;	le applicable.	t Not applicable
		The Company shall not, without prior intimation to the Debenture Trustee, make any change in the nature and conduct of i business (from what is being carried out as on the date hereof), other than the objects as set out in its Memorandum of Association	is There has been no such instances so far, hence this covenant is no of applicable	Not applicable
(	ó Default	Default of principal or interest or both: On the occurrence of a Payment Default, the Company agrees to pay additional interest 2% (two percent) per annum above the applicable Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of a Payment Default until such Payment Default is cured or the relevant Secured Obligations are repaid (whichever earlier), on each Interest Payment Date occurring during the aforementioned period.	he applicable. is	
	\$5 R & CO. 150	Security creation default: If the Security Cover is not maintained in accordance with the terms of the Transaction Documen the Company will pay additional interest at the rate of 1% (one percent) per annum above the applicable Interest Rate on the Outstanding Principal Amounts until the Company creates a charge over additional or new book debts/loan receivables such the value of the Hypothecated Assets equals or exceeds the Security Cover, on each Interest Payment Date occurring during the aforementioned period.	applicable.	ot Not applicable
	A Chartes Account			Chenn 600 00

		In case of delay in listing of the Debentures beyond 20 (twenty) days from the Deemed Date of Allotment, the Company shall pay penal interest of 1% (one percent) per annum over the coupon rate from the expiry of 30 (thirty) days from the Deemed Date of Allotment tillthe date of listing of the Debentures.	There has been no such instances so far, hence this covenant is not applicable.	Not applicable
7 Repo	orting	The Company shall provide or cause to be provided to the Debenture Trustee and to the Debenture Holders ( including on any online reporting platform notified by the Debenture Trustee or any Debenture Holder) . in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items: (a) prior to the Debenture Trustee, each of the following items: (b) as soon as available, and in any event within <u>90(ninety</u> ) calendar days after the end of each Financial Year: (i) certified copies of its audited consolidated and non- consolidated ( if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian GAAP including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material liabilities of the Company whether absolute or contingent as of the date thereof; and (ii) such additional information or documents as the Eventure Trustee may reasonably request; (iii) copies of all annual information submitted to the Supervisory Authorities by the Company;	The Company confirms that it has provided all such informations as required and applicable to debenture trustees and debenture holders within timelines.	Complied
		The Company shall provide within <u>30 (thirty)</u> /45 ( forty five) calendar days after each Quarterly Date: (i) certified copies of its un-audited consolidated and non-consolidated (if any) quarterly financial statements for the preceding fiscal quarter, prepared in accordance with <u>Applicabe Accounting Standards</u> / Indian GAAP including its balance sheet, income statement and statement of cash flow; (ii) details of the shareholding structure/pattern and composition/list of the board of directors in the Company (including any changes from the previous instance where such information was provided) (iii) details of the client loans made by the Company that have overdues/' days past due"; and (iv) a certificate signed by a <u>Director or the Chife Firancial Officer/Treasury head of the Company</u> / by an authorised signatory of the Company stating that the Company is in compliance with all the financial covenants; prescribed copies of the quarterly returns filed with the RBI and SEBI.	within timelines.	L.
		As soon as practicable, and in any event within 15 ( fifteen)/ 5 (five) calendar days after the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;	There has been no such instances so far, hence this covenant is not applicable.	Not applicable
		The Company shall provide information in such form and manner acceptable to the Debenture Holders on: (i) new products introduced or change in existing product features by the Company; (ii) new business correspondent relationships or discentinuance of existing relationships by the Company; (iii) geographical expansion to any new state/city/district/location by the Company; (iv) material changes to any information technology system or monthly reporting/information systems used by the Company; (v) change in credit bureaus used by the Company; (vi) revisions in business plans of the Company; (vii) changes in accounting policy of the Company; and (viii) any fraud amounting to more than 1% of Gross Loan Portfolio	There has been no such instances so far, hence this covenant is not applicable.	Not applicable
8 Furt	ther assurances	The Company shall provide details of any litigation, arbitration, legal action or administrative proceedings that if determined adversely could have a Material Adverse Effect on the Company (including any proceedings which are required to be disclosed by the Company to the relevant stock exchanges under Applicable Law), other than those proceedings which are initiated by the Company in its capacity as a lender in respect of the Client Loans in its ordinary course of business;	applicable	Not applicable
		The Company will submit to the Debenture Trustee, on a half yearly basis, a certificate from the statutory auditor of the Company giving the value of receivables/book debts including compliance with the covenants set out in the Placement Memorandum in such manner as may be specified by SEBI from time to time;	The Management confirms that the Company has complied with this covenant.	Complied
		In accordance with Regulation 56 of the LODR Regulations, the Company shall submit the following to the Debenture Trustee, a copy of the annual report at the same time as it is issued and a copy of the certificate from the Company's auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilised or the purpose for which such funds were intended has been achieved;	covenant	Complied
	0 % Co	The Company shall maintain internal control for the purpose of. (i) preventing fraud on amounts lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes;	The Management confirms that the Company has complied with this covenant.	Complied





	Filings; Compliance with BSE requirements The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows: The Management confirms that the Company hereby further agrees, declares and covenants with the Debenture Trustee as follows: The Management confirms that the Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:   While submitting Quarterfy annual financial results in accordance with Regulation 52 of the LODR Regulations, the Company herefollowing information: The Management confirms that the Company herefollows:   (1) credit rating (and any change thereto); (2) asset cover; (3) debt to equity ratio (4) debt service coverage ratio (if applicable);   (5) interest service coverage ratio (if applicable); (6) outstanding redeemable preference shares (quantity and value); (7) net worth;   (8) net profit after tax: (9) earnings per share; (10) Debenture Redemption Reserve (if applicable); (4)	as complied with this Complied
9 Informative	Inform the Debenture Trustee the status of paymert ( whether in part or full) of any Outstanding Amounts in relation to the The Management confirms that the Company his Debentures within 1 ( One) Business Day of making such payment and also confirm whether they have informed the status of covenant.	as complied with this Complied
	The Company shall promptly inform the stock exchange(s) and the Debenture Trustee all information having bearing on the The Management confirms that the Company his performance/operation of the Company, any price sensitive information or any action that may affect the payment of interest or covenant. Redemption of the Debentures in terms of Regulation 51(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.	as complied with this Complied

for Vivriti Capital Private Limited

# For VIVRITI CAPITAL PRIVATE LIMITED

Viniet Artenna Managing Director

Vineet Sukumar Managing Director

ž:

Place: Chennai Date: 4 May 2023







## Vivriti Capital Private Limited

# Statement of Information for listed Non-Convertible Debentures ('NCDs') (the 'Statement')

## Notes:

1 The Statement has been prepared for the sole purpose of submitting to the Debenture Trustees (Catalyst Trusteeship Limited, IDBI Trusteeship Services Limited and Beacon Trusteeship Limited ) pursuant to requirements under Regulation 54 read with Regulation 56(1)(d) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 as amended, and Regulation 15(1)(t) of the Securities and Exchange Board Of India (Debenture Trustees) Regulations, 1993, as amended (together referred to as the 'SEBI Regulations'). The Statement includes Annexure I, II, and III pertaining to IDBI Trsuteeship Services Limited, Beacon Trusteeship Limited and Catalyst Trusteeship Limited respectively.

As per the above SEBI Regulations, the Company is required to obtain a report from statutory auditor of the Company with respect to the security cover maintained, value of book debts / receivables and compliance with covenants as per the Debenture Trust Deeds as at 31 March 2023.

- 2 The amounts disclosed above have been extracted from the underlying audited books of account and other relevant records and documents maintained by the Company for the quarter ended 31 March 2023.
- <sup>3</sup> The Company does not maintain a one-on-one identification of loan/investment asset earmarked towards a particular borrowing in the system. A separate statement containing receivables (loans and investments) charged to each NCD holder as at 31 March 2023 for onward submission is maintained and such information was provided to the auditors by the management for verification. The total loan/investment security cover as computed above in the Statement has been compared and reconciled by management with the loan/investment balance in the books of account as at 31 March 2023;
- 4 The Company has offered its receivables (loans and investments) as underlying security for which the market value is not ascertainable. Therefore, the Company has provided the carrying value/ book value of the asset as per the format presribed in the Regulations.
- 5 We confirm that, as at 31 March 2023, the Company has complied with the required security coverage ratio as per the terms of respective information memorandum / debenture trust deed.

For VIVRITI CAPITAL PRIVATE LIMITED

Vinuel O Managing Director

Vineet Sukumar Managing Director Place: Chennai Date: 4<sup>th</sup> May 2023





VIVRITI CAPITAL PRIVATE LIMITED CIN - U65929TN2017PTC117196 GST - 33AAFCV9757P1ZE (Chennai) GST - 27AAFCV9757P1Z7 (Mumbai)

#### REGD. OFFICE:

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#### MUMBAI OFFICE:

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