

October 09, 2024

To,

Alpha Alternatives Financial Services Private Limited ("Issuer/Company")

Registered Office at 34th Floor,
Sunshine Tower, Senapati Bapat Marg,
Near Kamgar Krida Maidan,
Dadar (West) Mumbai- 400013

Kind Attn: Mr. Shreyans Mehta

Subject: Approval for change in terms of the rated, secured, listed, transferrable, redeemable, principal protected market linked non-convertible debentures ("Debentures") of face value INR 10,00,000/- each aggregating to INR 3,36,70,00,000/- (Indian Rupees Three Hundred Thirty Six Crore and Seventy Lakhs only) issued under ISIN INE0L6807021.

Ref.: Private Placement Memorandum dated May 24, 2022 ("Placement Memorandum") and the debenture trust deed dated May 24, 2022 executed by and between Alpha Alternatives Financial Services Private Limited (formerly known as Provincial Finance and Leasing Co. Private Limited) ("Issuer" or "We") and the MITCON Credentia Trusteeship Services Limited ("Debenture Trustee/ MCTSL")

Dear Sir,

Please refer to your request letter dated October 05, 2024 for proposed amendment to the private placement memorandum.

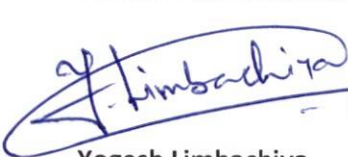
We, MITCON Credentia Trusteeship Services Limited, acting as Debenture Trustee for the captioned Debentures, based on the approval received from majority debenture holders as on 09th October, 2024, state that we have no objection in your amending the terms of the private placement memorandum as more particularly mentioned in the Annexure A.

Our approval for the proposed amendment is subject to receipt of approval from the stock exchange and compliance with the Regulation 59 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time and all other applicable regulations and execution of necessary documents including but not limited to Supplemental/ Addendum to the private placement memorandum.

Thanking You,

Yours faithfully,

For MITCON Credentia Trusteeship Services Limited



Yogesh Limbachiya
Authorised Signatory



Encl: Addendum to the Placement Memorandum

MITCON Credentia Trusteeship Services Limited (MCTSL)

A subsidiary of MITCON Consultancy & Engineering Services Limited CIN: U93000PN2018PLC180330

Principal address: 1402/ 03, B-Wing, 14th Flr, Dalamal Towers, Free Press Journal Marg, 211, Nariman Point, Mumbai - 400021 MH (India) | contact@mitconcredentia.in

Registered address: 1st Floor, Kubera Chambers, Shivajinagar, Pune 411005, Maharashtra (India) | +91-20-25533309, 25534322 | www.mitconcredentia.in

**ALPHA ALTERNATIVES FINANCIAL SERVICES PRIVATE LIMITED
(FORMERLY KNOWN AS PROVINCIAL FINANCE AND LEASING CO PRIVATE LIMITED)**

A Private Limited Company incorporated in Mumbai, Maharashtra on November 11, 1993 under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013, and registered as a Non-Banking Financial Company with registration number 13.00609 within the meaning of the Reserve Bank of India Act, 1934 (2 of 1934).

CIN: U65923MH1993PTC075162 Permanent Account No.: AAACP4760H Website:
<https://www.fin.alt-alpha.com/> Identification No. issued by the RBI: 13.00609

Registered Office: 34th Floor, Sunshine Tower, Senapati Bapat Marg, Dadar West, Mumbai - 400013
Corporate Office: 34th Floor, Sunshine Tower, Senapati Bapat Marg, Dadar West, Mumbai – 400013
Tel.: 022-6145-8900 Email: compliance@alt-alpha.com

ADDENDUM TO THE PLACEMENT MEMORANDUM DATED MAY 24, 2022

THIS DOCUMENT IS AN ADDENDUM TO, AND SHOULD BE READ IN CONJUNCTION WITH THE PLACEMENT MEMORANDUM DATED MAY 24, 2022 (“PLACEMENT MEMORANDUM”), (“ADDENDUM TO PLACEMENT MEMORANDUM” OR “ADDENDUM”) BY ALPHA ALTERNATIVES FINANCIAL SERVICES PRIVATE LIMITED (FORMERLY KNOWN AS PROVINCIAL FINANCE AND LEASING CO PRIVATE LIMITED), THE ISSUER OF RATED, LISTED, PRINCIPAL PROTECTED, MARKET-LINKED DEBENTURES WITH A FACE VALUE OF INR 10,00,000 (RUPEES TEN LAKH) EACH, AGGREGATING UP TO INR 10,00,00,00,000 (RUPEES ONE THOUSAND CRORE ONLY) AT A PREMIUM OF INR 1,80,000/- (RUPEES ONE LAKH EIGHTY THOUSAND) PER DEBENTURE ON A PRIVATE PLACEMENT BASIS.

REVISED INFORMATION

- The entry mentioned in the “*Issue Related Terms*” under Section II titled “*Definitions and Abbreviations*” under the head “*Company Debenture Receivables*”, on page 10 and page 11 of the Placement Memorandum, shall stand replaced with the following:

“

<i>Company Receivables</i>	<i>Debenture</i>	
		<i>shall mean (a) all monies accruing to or arising out of this Issue, including, but not limited to amounts owing to and received and / or receivable by the Company and / or any person on its behalf pursuant to utilization of the monies towards the Underlying Investment Strategy and/or other instruments and all cash flows and receivables and proceeds arising from / in connection with the Issue and lying to the credit of the Debenture Accounts (save and except the Debt Servicing Account); and (b) securities and/or other instruments purchased / acquired pursuant to utilization of the proceeds of the Issue towards the Underlying Investment Strategy and accounted as stock-in-trade of the Company and all cash flows and receivables and proceeds arising therefrom and lying to the credit of the Debenture Accounts (save and except the Debt Servicing Account), provided that, the Excess Return,</i>

	<p><i>Promoter Contribution and Other Investor Contribution shall not form part of the Company Debenture Receivables.</i></p> <p><i>It is clarified that the charge on Debenture Accounts shall be a fixed charge and the Hypothecated Assets laid down in point (b) above shall be a floating charge.</i></p>
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2. The entry mentioned in the “Issue Related Terms” under Section II titled “Definitions and Abbreviations” under the head “Debenture Outstandings”, on page 11 of the Placement Memorandum, shall stand replaced with the following:

“

<i>Debenture Outstandings</i>	<i>The Principal Amount of the Debentures (including Default Interest, as may be applicable), Redemption Premium (if applicable and as calculated in terms of the Transaction Documents), Coupon (if applicable and as calculated in terms of the Transaction Documents) payable by the Company in respect of the Debentures.</i>
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3. The entry mentioned in the “Issue Related Terms” under Section II titled “Definitions and Abbreviations” under the head “Record Date”, on page 13 of the Placement Memorandum, shall stand replaced with the following:

“

<i>“Record Date”</i>	<i>shall mean in relation to any Due Date on which any payments are scheduled to be made by the Company to the Debenture Holders, the day falling at 15 (fifteen) calendar days prior to the relevant Due Date as identified by the Company from time to time.</i>
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4. Paragraph titled “Prospective investors are advised to carefully read these key risks associated with the debentures. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the Debentures or your decision to purchase the Debentures” under the head “Structure Risks” under Section III titled “Risk Factors”, on page 27 and page 28 of the Placement Memorandum, shall stand substituted as follows:

“The Debentures being structured debentures are sophisticated instruments which involve a significant degree of risk and are intended for sale only to those Investors capable of understanding the risks involved in such instruments. Please note that both the return on the Debentures and the return of the principal amount in full are at risk if the Debentures are not held till, or for any reason have to be sold or redeemed, before the final Redemption Date or any change in the net worth or financial health of the Issuer.

The Debentures are structured and are complex and an investment in such a structured product may involve a higher risk of loss of a part of the initial investment as compared to investment in other securities unless held till final Redemption Date. The Registered Debenture Holder shall receive at least the face value of the Debenture only if the Investor holds and is able to hold the Debentures till the final Redemption Date. Prior to investing in the Debentures, a prospective Investor should ensure that such prospective Investor understands the nature of all the risks associated with the investment in order to determine whether the investment is suitable for such prospective Investor in light of such prospective Investor’s experience, objectives, financial position and other relevant circumstances. Prospective Investors should independently consult with their legal, regulatory, tax, financial and/or accounting advisors to the extent the prospective Investor considers necessary in order to make their own investment decisions.

An investment in Debentures where the payment of redemption premium (if any in accordance with the Transaction Documents) and/or coupon (if any in accordance with the Transaction Documents) payable or

deliverable thereon is determined by reference to the Underlying Investment Strategy one or more equity or debt securities, indices, futures, options, swaps, baskets, formulas or other assets or basis of reference will entail significant risks not associated with a conventional fixed rate or floating rate debt security. Such risks include, without limitation, changes in the level or value of the Underlying Investment Strategy relevant underlying equity or debt securities or basket or index or futures or options or swaps or indices of equity or debt securities or other underlying asset or basis of reference and the holder of the Debentures may receive a lower (or no) amount of redemption premium, coupon or other consideration than the holder expected. The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including, but not limited to, economic, financial and political events. In recent times, the values of certain indices, futures, options, swaps, baskets and formulas have been volatile and volatility in those and other indices, baskets and formulas may occur in the future which may impact the value of pool of assets in the Underlying Investment Strategy.”

5. Paragraph titled “Risks relating to Debentures due to linkages to the Underlying Investment Strategy” under the head “Structure Risks” under Section III titled “Risk Factors”, on page 30 of the Placement Memorandum, shall stand substituted as follows:

*“An investment in any series of Debentures that has payments of principal, coupon, redemption premium, all indexed to the value of any security, index, futures, options, swaps or any other rate, asset or index, or a basket including one or more of the foregoing and /or to the number of observation of such value falling within or outside a pre-stipulated range (each of the foregoing, a **“Underlying Strategy Value”**) will entail significant risks not associated with a conventional fixed rate or floating rate debt security. Such risks include, without limitation, changes in the applicable Underlying Strategy Value and how such changes will impact the amount of any principal or coupon payments linked to the applicable Underlying Strategy Value. The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including economic, financial and political events. Past performance of any Underlying Strategy Value to which any principal or coupon payments may be linked is not necessarily indicative of future performance. Investors should be aware that an Underlying Strategy Value may go down as well as up and/or be volatile and the resulting impact such changes will have on the amount of any principal or coupon payments will depend on the applicable strategy formula.*

In case of principal/capital protected market linked debentures, the principal amount is subject to the credit risk of the Issuer whereby the Registered Debenture Holder may or may not recover all or part of the funds in case of default by the Issuer.

The Debentures are likely to be less liquid than conventional fixed or floating rate debt instruments. No representation will be made as to the existence of a market for a series of Debentures. Trading levels of any Debentures could be influenced by, among other things, the relative level and performance of the applicable Underlying Strategy Value and the factors described above.”

6. Paragraph 21 titled “Put Option” under Section VII titled “Issue Related Information” on Page 66 of the Placement Memorandum, shall stand substituted with the following:

*“The Debenture Holders shall be entitled to exercise the Put Option with respect to all or any of the Debentures held by the Debenture Holder (**“Put Option Securities”**) during the Put Option Notice Period. The Debenture Holder shall communicate its intention to exercise the Put Option by issuing the Put Option Notice to the Company. The Company shall undertake the payment of the Put Option Price by transferring amounts equivalent to the Put Option Price to the Debt Servicing Account on the Put Option Date and fully redeem and discharge the Put Option Securities. No such Put Option can be exercised before expiry of 1 (one) year from the Deemed Date of Allotment.”*

7. Paragraph 22 titled “Call Option” under Section VII titled “Issue Related Information” on Page 66 of the Placement Memorandum, shall stand substituted with the following:

*“The Company shall be entitled to exercise the Call Option with respect to all or any of the Debentures held by the Debenture Holder (**“Call Option Securities”**) during the Call Option Notice Period. The Company shall communicate its intention to exercise the Call Option by issuing the Call Option Notice to the Debenture Holders. The Company shall undertake the payment of the Call Option Price by transferring amounts equivalent to the Call Option Price to the Debt Servicing Account on the Call Option Date and fully redeem and discharge the Call Option Securities. No such Call Option can be exercised before expiry of 1 (one) year from the Deemed Date of Allotment.”*

8. Paragraph 25 titled “Covenant to Pay Debenture Outstandings” under Section VII “Issue Related Information” on page 67 of the Placement Memorandum, shall stand substituted as follows:

“The Issuer covenants with the Debenture Trustee that, it shall pay to the Debenture Holders the Debenture Outstandings including the Principal Amount of the Debentures, Redemption Premium (if applicable), and the Coupon (payable if any) thereon including other Default Interest as may be applicable under Applicable Law, on the Redemption Date or such other date as may be mentioned in the Term Sheet.”

9. Paragraph 27(a) titled “Purchase and Resale of NCDs” under Section VII “Issue Related Information” on page 67 of the Placement Memorandum, shall stand substituted as follows:

“The Company may, subject to Applicable Law at any time and from time to time, at its sole and absolute discretion purchase some or all of the NCDs held by the Debenture Holders at any time prior to the specified date(s) of redemption / put / call as specified in the Term Sheet. Such buy-back of NCDs shall be at the sum of Principal Amount, Redemption Premium (as applicable) and the Coupon (as applicable). The NCDs so purchased may, at the option of the Company, be cancelled, consolidated, held or resold in accordance with the provisions of the Applicable Law.”

10. After paragraph 36 titled “Trustees for the Debenture holders” under Section VII “Issue Related Information” on page 70 of the Placement Memorandum, following paragraph 36A titled “Fees charged by Debenture Trustee” and 36B “Terms of carrying out due diligence” shall stand inserted:

“36A. Fees charged by Debenture Trustee

The Debenture Trustee has agreed for one-time acceptance fee amounting to 15,00,000 (Rupees Fifteen Lakh Only) (plus the applicable taxes) with service charge of 22,50,000 (Rupees Twenty Two Lakh and Fifty Thousand Only) payable annually (plus the applicable taxes) for the services as agreed in the offer letter no. MCTSL/CL/2021-22/DT dated May 6, 2022.”

“36B. Terms of carrying out due diligence

1. *As per Chapter II of SEBI Circular “SEBI/HO/DDHS-PoD3/P/CIR/2024/46 dated May 16, 2024 titled “Master Circular for Debenture Trustees”, the Debenture Trustee is required to exercise independent due diligence to ensure that the assets of the Issuer company are sufficient to discharge the interest and principal amount with respect to the debt securities of the Issuer at all times. Accordingly, the Debenture Trustee shall exercise due diligence as per the following process, for which the Company has consented to:*

- (a) *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 Transaction Documents and the Applicable Law, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Law, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company’s assets inspected by its officers and/or*

- external auditors/valuers/consultants/lawyers/technical experts/management consultants appointed by the Debenture Trustee;*
- (b) 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;*
 - (c) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the issuance and allotment of the Debentures, in accordance with the relevant laws/ Applicable Law.*
 - (d) The Debenture Trustee shall have the power to either independently appoint or direct the Company to (after consultation with the Debenture Trustee) appoint intermediaries, valuers, chartered accountant firms, practicing company secretaries, consultants, lawyers and other entities in order to assist in the diligence by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.*

2. Process of Due diligence to be carried out by the Debenture Trustee

Due diligence will be carried out as per SEBI (Debenture Trustee) Regulations and circulars issued by SEBI from time to time. This would broadly include the following:

- (a) A Chartered Accountant (“CA”) appointed by Debenture Trustee will conduct independent due diligence as per scope provided, regarding security offered by the Issuer.*
- (b) CA will ascertain, verify, and ensure that the assets offered as security by the Issuer is free from any encumbrances or necessary permission / consent / NOC has been obtained from all existing charge holders.*
- (c) CA will conduct independent due diligence on the basis of data / information provided by the Issuer.*
- (d) CA will, periodically undertake due diligence as envisaged in SEBI circulars depending on the nature of security.*
- (e) On basis of the CA’s report / finding due diligence certificate will be issued by Debenture Trustee and will be filed with relevant Stock Exchanges.*
- (f) Due Diligence conducted is premised on data / information made available to the Debenture Trustee appointed agency and there is no onus of responsibility on Debenture Trustee or its appointed agency for any acts of omission / commission on the part of the Issuer.*

While the Security is secured as per terms of the Placement Memorandum and charge is held in favour of the Debenture Trustee, the extent of recovery would depend upon realization of asset value and the Debenture Trustee in no way guarantees / assures full recovery / partial of either principal or interest.”

11. Paragraph 41 titled “Record Date” under Section VII titled “Issue Related Information” on Page 73 of the Placement Memorandum, shall stand substituted with the following:

“The Record Date for payment of repayment of principal shall be the day falling at 15 (fifteen) calendar days prior to the relevant Due Date as identified by the Company from time to time.

Redemption shall be made to the person whose name appears as sole / first in the register of Debenture holders/ beneficiaries on the Record Date. In the event of the Company not receiving any notice of transfer before the Record Date the transferees for the Debentures shall not have any claim against the Company in respect of payment made to the registered Debenture holders.”

12. The entry mentioned in the Annexure A titled “Term Sheet” under the head “Redemption Premium / Discount”, on page 92 of the Placement Memorandum, shall stand replaced with the following:

“

<i>Redemption Premium</i>	<p><i>Redemption Premium means:</i></p> <p>(a) <i>In case Value per MLD is equal to or greater than the Subscription Amount per MLD, then 18% (eighteen percent) of Face Value of the Debentures;</i></p> <p>(b) <i>In case Value per MLD is less than the Subscription Amount per MLD, then higher of:</i></p> <p style="margin-left: 20px;"><i>i. Value per MLD minus Principal Amount per MLD; and</i></p> <p style="margin-left: 20px;"><i>ii. Zero.</i></p>
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13. The entry mentioned under “Annexure A – Term Sheet” under the head “Put Option”, on page 92 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Put Option</i>	<p><i>The Debenture Holders shall be entitled to exercise the Put Option with respect to all or any of the Debentures held by the Debenture Holder (“Put Option Securities”) during the Put Option Notice Period. The Debenture Holder shall communicate its intention to exercise the Put Option by issuing the Put Option Notice to the Company. The Company shall undertake the payment of the Put Option Price by transferring amounts equivalent to the Put Option Price to the Debt Servicing Account on the Put Option Date and fully redeem and discharge the Put Option Securities. No such Put Option can be exercised before expiry of 1 (one) year from the Deemed Date of Allotment.</i></p>
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14. The entry mentioned under “Annexure A – Term Sheet” under the head “Put Option Notice”, on page 92 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Put Option Notice</i>	<p><i>The notice issued by the Debenture Holder/s to indicate their intention to exercise the Put Option.</i></p>
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”

15. The entry mentioned under “Annexure A – Term Sheet” under the head “Put Option Notice Date”, on page 92 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Put Option Notice Period</i>	<p><i>2 (two) working days prior to 18th (Eighteenth) and 18th (Eighteenth) of each calendar month commencing after expiry of 1 (one) year from the Deemed Date of Allotment.</i></p> <p><i>It is clarified that in case the 18th (Eighteenth) of the relevant month is a non-working day then the put option notice period shall be 3 (three) working days prior to the 18th (Eighteenth) of the relevant month.</i></p>
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”

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- 16. The entry mentioned under “Annexure A – Term Sheet” under the head “Put Option Consideration”, on page 92 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Put Option Price</i>	<i>Value accrued on the Put Option Securities till the “T” date; where “T” shall refer to the last Thursday of the relevant calendar month. In the event where such date is a trading holiday, the trading day immediately preceding such Thursday shall be considered as the “T” date.</i>
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- 17. The entry mentioned under “Annexure A – Term Sheet” under the head “Put Option Date”, on page 93 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Put Option Date</i>	<i>The date falling within 15 (fifteen) Business Days following the “T” date.</i>
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”

- 18. The entry mentioned under “Annexure A – Term Sheet” under the head “Put Option Consideration Date”, on page 92 of the Placement Memorandum, shall stand deleted.

- 19. The entry mentioned under “Annexure A – Term Sheet” under the head “Call Option”, on page 93 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Call Option</i>	<i>The Company shall be entitled to exercise the Call Option with respect to all or any of the Debentures held by the Debenture Holder (“Call Option Securities”) during the Call Option Notice Period. The Company shall communicate its intention to exercise the Call Option by issuing the Call Option Notice to the Debenture Holders. The Company shall undertake the payment of the Call Option Price by transferring amounts equivalent to the Call Option Price to the Debt Servicing Account on the Call Option Date and fully redeem and discharge the Call Option Securities. No such Call Option can be exercised before expiry of 1 (one) year from the Deemed Date of Allotment.</i>
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- 20. The entry mentioned under “Annexure A – Term Sheet” under the head “Call Option Notice Date”, on page 93 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Call Option Notice Period</i>	<i>2 (two) working days prior to 18th (Eighteenth) and 18th (Eighteenth) of each calendar month commencing after expiry of 1 (one) year from the Deemed Date of Allotment.</i>
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	<i>It is clarified that in case the 18th (Eighteenth) of the relevant month is a non-working day then the call option notice period shall be 3 (three) working days prior to the 18th (Eighteenth) of the relevant month.</i>
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21. The entry mentioned under “Annexure A – Term Sheet” under the head “Call Option Consideration”, on page 93 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Call Option Price</i>	<i>Value accrued on the Call Option Securities till the “T” date; where “T” shall refer to the last Thursday of the relevant calendar month. In the event where such date is a trading holiday, the trading day immediately preceding such Thursday shall be considered as the “T” date.</i>
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”

22. The entry mentioned under “Annexure A – Term Sheet” under the head “Call Option Date”, on page 93 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Call Option Date</i>	<i>The date falling within 15 (fifteen) Business Days following the “T” date.</i>
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”

23. The entry mentioned under “Annexure A – Term Sheet” under the head “Call Option Consideration Date”, on page 93 of the Placement Memorandum, shall stand deleted.

24. The entry mentioned under “Annexure A – Term Sheet” under the head “Record Date”, on page 94 of the Placement Memorandum, shall stand substituted with the following:

“

<i>Record Date</i>	<i>Means in relation to any Due Date on which any payments are scheduled to be made by the Company to the Debenture Holders, the day falling at 15 (fifteen) calendar days prior to the relevant Due Date as identified by the Company from time to time.</i>
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25. This Addendum shall form an integral part of the Placement Memorandum and shall be read in conjunction with the Placement Memorandum. Apart from the paragraphs replaced above, the Placement Memorandum remains unchanged.

26. The capitalised terms used in this Addendum, unless otherwise defined or amended herein shall have the same meaning as set out in the Placement Memorandum.

27. Accordingly, all concerned investors, stock exchange, depositories, registrar and transfer agent, arranger, other authorities, regulators and all other concerned persons are requested to take note of the above amendments.