

# svatantra

"इष्टी-इफ़िएन्स्यु थ्रूग़्हा इफ़िएन्स्यु"

16.06.2020

To  
Director  
National Securities Depository Ltd.  
Trade World, 4<sup>th</sup> Floor,  
Kamala Mills Compound,  
Senapati Bapat Marg, Lower Parel,  
Mumbai – 400 013

**Subject: Request for updation of allotment of 600 (Six Hundred) Rated, Listed, Fully Paid-up, Senior, Secured, Redeemable, Taxable, Transferable, Non-Convertible Debentures ("NCDs" or "Debentures") done by the Company on 16<sup>th</sup> June, 2020**

**ISIN: INE00MX07054**

Dear Sirs,

This is with reference to allotment of 600 (Six Hundred) Rated, Listed, Fully Paid-up, Senior, Secured, Redeemable, Taxable, Transferable, Non-Convertible Debentures ("NCDs" or "Debentures") made in the Svatantra Microfin Private Limited on 16<sup>th</sup> June, 2020. We would like to update the same in your records. Our ISIN is INE00MX07054.


Towards the same, please find the following list of documents enclosed for your reference and perusal:

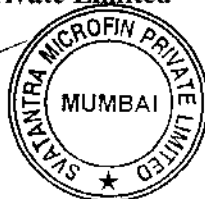
1. Corporate Action Form
2. Annexure A
3. PAS-3 Declaration
4. Certified True Copy of Borrowing Committee Resolution towards allotment of Debentures of the Company
5. Signed Term Sheet
6. NEFT Payment Receipt for Rs. 4,425/- (Rupees Four Thousand Four Hundred Twenty Five Only) (Including Corporate Action fees of Rs. 1,000/-, Special Processing Fees of Rs. 2500/- and Document Processing Fees of Rs. 250/- plus GST @ 18%)

We request to kindly consider our application and process the corporate action form at the earliest.

Thanking You.

**For Svatantra Microfin Private Limited**

  
**Surinder Kumar Bhatia**  
Company Secretary



Svatantra Microfin Pvt. Ltd.  
Corporate & Regd. Office: Sunshine Tower,  
Level 20, S.B. Marg, Elphinstone Road,  
Mumbai 400013. Maharashtra

Telephone +91 22 61415900  
Website [www.svatantramicrofin.com](http://www.svatantramicrofin.com)  
E-mail [info@svatantra.adityabirla.com](mailto:info@svatantra.adityabirla.com)  
Corporate Identity No. U74120MH2012PTC227069

# svatantra

"ईदो-इफ़िएन्सी थ्रू ईफ़िएन्सी"

## CORPORATE ACTION INFORMATION FORM (For Debt instruments - Allotment)

Ref. No. : \_\_\_\_\_

Date: 16.06.2020

To,  
Vice President  
National Securities Depository Limited  
Trade World, A Wing  
Kamala Mills Compound, Lower Parel  
Mumbai – 400013.

We wish to execute corporate action to **credit** the following securities to the accounts in NSDL. The details of the securities allotted are given below:

ISIN	INE00MX07054
Security Description	Rated, Secured, Senior, Redeemable, Taxable, Transferable, Listed, Non-Convertible Debentures
Allotment Date	June 16, 2020
Face Value per security	Rs. 10,00,000/- (Rupees Ten Lakhs Only)
Distinctive Numbers	01-600
Whether this issue is placed through Electronic Book Provider (EBP) Mechanism	(Yes/No)
If through EBP, name of Electronic Book Provider	N.A.
Funds Settlement (Tick any one as applicable)	<input checked="" type="checkbox"/> Through Clearing corporation <input type="checkbox"/> Through Issuer's Escrow Bank
If through Clearing Corporation, name of clearing corporation	N.A.

Allotment Details	No. of records	No. of Securities (Quantity)
Electronic Form – NSDL	1	600
Electronic Form – CDSL	NIL	NIL
Physical Form	NIL	NIL
Total Allotted	1	600

I, Surinder Kumar Bhatia, Company Secretary of Svatanttra Microfin Private Limited declare that the issuer has obtained all the necessary approvals for the aforesaid issue of securities and is in compliance with all the applicable rules and regulations. The allotment is in terms of resolution dated June 16, 2020 of the borrowing committee of the board of directors of the Company (copy enclosed).

**Svatanttra Microfin Private Limited**

Signature: \_\_\_\_\_

Notes:

**Company Secretary**

1. Enclose a copy of the Board Resolution for allotment of the above securities.
2. Ensure that the above details reach NSDL atleast two days before execution of corporate action.
3. The form should be signed by the Company Secretary or Compliance Officer or Managing Director.
4. After submitting the Corporate Action Information Form and payment of fees to NSDL, you may advise your R & T Agent / Registry Division to execute the corporate action.

Page 1 of 1

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"Self-sufficiency through efficiency"

## Annexure A

Date: 16/06/2020

To,  
**The Managing Director,**  
National Securities Depository Limited.  
Trade World, 4<sup>th</sup> floor,  
Kamala Mills Compound,  
Senapati Bapat Marg,  
Lower Parel,  
Mumbai - 400 013

Dear Sir,

We intend to issue securities under existing ISIN as per details given below. We hereby declare that there is no modification in terms or structure of the issue viz. change in terms of payment, change in interest pay-out frequency etc. and are pari passu with the bonds / debentures under the following ISIN wherein the new securities being issued.

### Details of current issue:

ISIN	INE00MX07054
Date of Allotment (in DD-MM-YYYY)	16-06-2020
Date of Maturity (in DD-MM-YYYY)	21-04-2023
Allotment Quantity	600
Issue Price (in Rs.)	10,00,000
Face Value (in Rs.)	10,00,000
Issue Size (in Rs. Crs.)	60
Certificate Nos./Distinctive Nos. (From - To)	01-600

### Issuance history under the aforesaid ISIN (including current issue):

Sr. No.	Date of Allotment	Allotment Quantity	Cumulative Quantity	Issue Price (in Rs.)	Issue Size (in Rs. Crs.)	Cumulative Issue Size (in Rs. Crs.)
1	16-06-2020	600	600	10,00,000	60	60

Note: Add rows, if applicable

For Svatanttra Microfin Private Limited

Name: Surinder Kumar Bhatia  
Designation: Company Secretary



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"Self-sufficiency through efficiency"

To  
The Managing Director,  
National Securities Depository Limited.  
Trade World, 4<sup>th</sup> floor,  
Kamala Mills Compound,  
Senapati Bapat Marg,  
Lower Parel,  
Mumbai - 400 013

Dear Sir

We wish to inform you that we will file the Form PAS-3 Return of Allotment with ROC for the issue of 600 (Six Hundred) Rated, Secured, Senior, Redeemable, Taxable, Transferable, Listed, Non-Convertible Debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakhs Only) each aggregating to Rs. 60,00,00,000/- (Rupees Sixty Crores Only) on private placement basis having ISIN INE00MX07054 within the time prescribed by the Companies Act, 2013 and rules made thereunder.

We will further submit the Form PAS-3 with you post filing with ROC.

Thanking You.

**For Svatantra Microfin Private Limited**

**Surinder Kumar Bhatia**  
Company Secretary



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**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BORROWING COMMITTEE OF THE BOARD OF DIRECTORS OF SVATANTRA MICROFIN PRIVATE LIMITED ("COMPANY") HELD ON TUESDAY, 16<sup>TH</sup> JUNE, 2020 AT LEVEL 20, SUNSHINE TOWER, SENAPATI BAPAT MARG, ELPHINSTONE ROAD, MUMBAI - 400013.**

Allotment of 600 (six hundred) rated, listed, senior, redeemable, taxable, non-convertible debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakh) each and an aggregate face value of INR 60,00,00,000/- (Indian Rupees Sixty Crore).

**"RESOLVED THAT** 600 (six hundred) rated, listed, senior, redeemable, taxable, non-convertible debentures having a face value of INR 10,00,000/- (Indian Rupees Ten Lakh) each and an aggregate face value of INR 60,00,00,000/- (Indian Rupees Sixty Crore) ("Debentures") be and are hereby allotted to the entities specified below (the "Allottee(s)") on the deemed date of allotment being June 16, 2020, on the terms and conditions set out in private placement offer and application letter dated June 16, 2020 ("PPOA"), the information memorandum dated June 16, 2020 ("IM") issued by the Company to the Allottee(s), and the debenture trust deed ("DTD") executed or to be executed between the Company and Catalyst Trusteeship Limited ("Debenture Trustee") in respect of the Debentures.

PARTICULARS OF THE DEBENTURES	NO. OF DEBENTURES	FACE VALUE	TENOR	RATE OF INTEREST	DEBENTURE HOLDERS/ALLOTTEES
Rated, listed, senior, redeemable, taxable, non-convertible debentures	600	INR 10,00,000 (per Debenture)	2 years 11 months from the deemed date of allotment (being June 16, 2020)	12.50% (twelve decimal five zero percent) per annum, payable quarterly (in accordance with the terms of the DTD, and subject to the step up provisions, if applicable, in accordance with the terms of the DTD)	Bandhan Bank Limited

**RESOLVED FURTHER THAT** the Company be and is hereby authorised to enter the names of the Allottee(s) in the Register of Debenture Holders of the Company as the holders of the Debentures, and, Surinder Kumar Bhatia, Company Secretary and Sahil Mehta, Authorised Representative ("Authorised Persons") be and are hereby severally authorised, to enter the name of the Allottee(s) in the Register of Debenture Holders of the Company.

**RESOLVED FURTHER THAT** the Authorised Persons be and are hereby severally authorised, to do all other acts, deeds and things in connection with the allotment of the Debentures including without limitation the issue and delivery of letters of allotment, issuing debenture certificate(s), paying stamp duty on the debenture certificates, filing return of allotment with the jurisdictional registrar of companies, and to do all other acts, deeds and things which may be necessary or expedient to implement these resolutions.

**RESOLVED FURTHER THAT** the common seal of the Company be affixed to the stamped engrossments of such documents as may be required to be executed under the common seal of the Company in the presence of any director(s) of the Company and/or any Authorised Person and/or the company secretary of the Company who shall sign/countersign the same in token thereof in accordance with the articles of association of the Company."

**CERTIFIED TRUE COPY  
FOR SVATANTRA MICROFIN PRIVATE LIMITED**

  
**SURINDER KUMAR BHATIA  
COMPANY SECRETARY**



Svatntra Microfin Pvt. Ltd.  
Corporate & Regd. Office: Sunshine Tower,  
Level 20, S.B. Marg, Elphinstone Road,  
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Corporate Identity No. U74120MH2012PTC227069

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"Self-sufficiency through efficiency"

Private & Confidential

## Term Sheet

Issuer	Svatantra Microfin Private Limited
Type of Instrument	Secured, Rated, Listed, Redeemable, Non-Convertible Debentures
Seniority	Secured
Mode of Issue	Private placement
Amount	Rs. 60 Crore
Face Value	Rs 10 Lacs
Listing	Proposed to be listed on BSE/NSE within 20 days from the date of allotment.
Objects & Details of the utilization of the Proceeds	For on lending to its microfinance clients as per RBI guidelines
Eligible Investors	<ul style="list-style-type: none"><li>(a) Mutual Funds</li><li>(b) NBFCs</li><li>(c) Provident Funds and Pension Funds</li><li>(d) Trust inclusive of public charitable trust subject to their investment guidelines</li><li>(e) Corporates</li><li>(f) Banks</li><li>(g) Foreign Institutional Investors (FIIs)</li><li>(h) Qualified Foreign Investors (QFIs)</li><li>(i) Foreign Portfolio Investors (FPIs)</li><li>(j) Insurance Companies</li></ul> Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures.
Day Count Basis	Actual / Actual
Interest on Application Money	N.A.
Rating of Instrument	A+ by any recognized rating agencies
Debenture Trustee	Catalyst Trusteeship Ltd. / IDBI Trusteeship Services Ltd.
Tenor	Upto 2 Years 11 Months
Coupon Rate	12.50%
Coupon Payment	Quarterly

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Frequency	
Coupon Type	Fixed Coupon
Repayment	16.67% on 1 <sup>st</sup> Jan 2021 16.67% on 1 <sup>st</sup> Jul 2021 16.67% on 1 <sup>st</sup> Jan 2022 16.67% on 1 <sup>st</sup> Jul 2022 16.67% on 1 <sup>st</sup> Jan 2023 16.67% on 21 <sup>st</sup> Apr 2023
Maturity Date	21-Apr-2023
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depositories	NSDL/CDSL
Security	The Debentures shall be secured by Exclusive charge on book debt in the form of current and future receivables to the extent of 1 time of the of the principal and interest amounts of the Debentures outstanding at any point of time. The exclusive book debt to be mentioned in Debenture Trust Deed
Security Creation	Security to be created & perfected within 90 days of the Deemed Date of Allotment.  In case security cover fall below the required cover, the issuer to pay 2% per annum additional interest over coupon for the period till the security cover is at the required level.
Put/Call Option	N.A.
Ownership & Management Covenant	During the currency of the debentures, the issuer will not without the Debenture Holder's prior permission/intimation in writing: <ul style="list-style-type: none"> <li>• Effect any change in the ownership without prior permission</li> <li>• Invest by way of share capital in or lend or advance to or place deposits with any other concern (normal trade credit or security deposit in the routine course of business or advances to employees can however be</li> </ul>

*Signature*

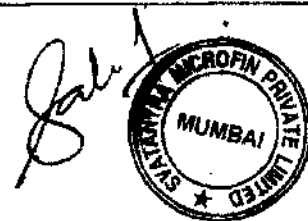


	<p>extended) without prior permission</p> <ul style="list-style-type: none"> <li>• Formulate any scheme of amalgamation with any other borrower or reconstruction acquire any borrower without prior permission</li> <li>• Undertake guarantee obligations on behalf of any other borrower or any third party without prior permission</li> <li>• Make any change in their key management set-up without prior permission</li> <li>• Extend loans to Directors' Associates and other companies</li> </ul>
Step Up Coupon Rate	In case of downgrade of rating of the Issuer from A+ , there would be a step up of 0.50% in the coupon on every notch from the date of downgrade
Accelerated Redemption Option	<ul style="list-style-type: none"> <li>• Issuer to maintain the minimum rating of A+ during the tenor of NCDs. In case of rating falling below BBB- by any rating agency or suspension of the rating, or rating is outstanding with "Issuer not cooperating", the Debenture Holders shall have the right to require the Company to redeem the Debentures along with accrued interest within 45 Calendar days from the date of notice by the investor/debenture holder."</li> <li>• In case of continuous breach of non-financial covenant for 15 days the Investor shall be required to give the notice of accelerated redemption within 45 calendar days from the date of occurrence of event eligible under "Accelerated Redemption Option"</li> </ul>
Business Day Convention	<p>As per SEBI guidelines</p> <p>If any interest payment date falls on a day which is not a Business Day ('Business Day' being a day excluding Saturdays, Sundays or public holiday in Mumbai or Chennai) then the succeeding Business Day will be considered as the effective date for such payment of interest with interest for such additional period. Such additional interest will be deducted from the interest payable on the next date of payment of interest.</p> <p>In case the Maturity Date (also being the last Interest Payment Date) does not fall on a Business Day ('Business Day' being a day excluding Saturdays, Sundays or public holiday in Mumbai or Chennai), the payment will be made on the preceding Working Day, along with coupon/interest accrued on the NCDs until but excluding the date of such payment.</p>
Record Date	The date which will be used for determining the Debenture





	Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (fifteen) calendar days prior to any Due Date.
Transaction Documents	<ul style="list-style-type: none"> <li>i. Information Memorandum</li> <li>ii. Debenture Trustee Agreement, which confirms the appointment of Debenture Trustee;</li> <li>iii. Letter appointing Registrar and Transfer Agents along with consent letter from RTA</li> <li>iv. Memorandum and Articles of Association of the Company</li> <li>v. Board Resolutions for approved Borrowing</li> <li>vi. Shareholder resolution for approved Borrowing</li> <li>vii. Rating letter</li> <li>viii. Debenture Trust Deed,</li> <li>ix. Deed of Hypothecation</li> <li>x. Shelf Disclosure Document and Issue Addendums</li> <li>xi. PAS-4</li> <li>xii. Undertaking from the Issuer mentioning all the borrowing facilities of the Company are standard in nature.</li> <li>xiii. Tripartite Agreement between the Company, Depository and the Registrar for the Issue of Debentures in dematerialised form.</li> <li>xiv. Any other documents as agreed between the Issuer, Debenture Trustee and the Investor</li> </ul>
Conditions Precedent to Disbursement	<ul style="list-style-type: none"> <li>1. Certified true copy of the constitutional documents and authorizations of the Issuer- Resolution of the shareholders of the Company under 180(1)(c) of the Act, Resolution of the shareholders of the Company under Section 42 of the Act</li> <li>2. Board resolutions/ approvals and other statutory compliances of as advised by the Legal Counsel in respect of the Issue;</li> <li>3. Execution of Shelf Disclosure Document/Information Memorandum and other documents</li> <li>4. Credit Rating Letter &amp; Rationale</li> <li>5. Trustee Consent Letter &amp; Debenture Trust Agreement</li> <li>6. BSE/NSE In-principle Approval for Listing</li> <li>7. Resolution of the Company's board of directors authorizing the issuance of debentures;</li> <li>8. Execution of PAS 4</li> <li>9. Execution of Deed of Hypothecation</li> <li>10. Any other document as required by Investor</li> </ul>
Conditions Subsequent to Disbursement	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment:</p> <ul style="list-style-type: none"> <li>1. Credit of demat account(s) of the allottee(s) by number of</li> </ul>



	<p>Debt Securities/letter(s) of allotment allotted within 2 business days from the Deemed Date of Allotment;</p> <ol style="list-style-type: none"> <li>2. Listing of Debentures on the BSE/NSE ;</li> <li>3. Creation of security with specified time frame</li> <li>4. Perfection of Security within stipulated timelines set out in the Transaction Documents</li> <li>5. Filing of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures with the ROC and SEBI with the prescribed fee within 30 (thirty) days from the date of the Private Placement Offer Letter and file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 30 (thirty) days of the allotment of Debentures along with a list of the Debenture Holders and with the prescribed fee; and</li> <li>6. Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the relevant se-ries of Debentures along with a copy of the Private Placement Offer Letter</li> <li>7. Execution of Debenture Trust Deed within 30 days from the date of allotment</li> <li>8. Execution of any other documents as customary for transaction or required as per SEBI guidelines</li> </ol>
Default Rate	<ol style="list-style-type: none"> <li>a) <b>Payment Default-</b>If the company fails to pay any interest or principal due, additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures till the complete repayment</li> <li>b) <b>Listing-</b> In case of delay in listing beyond 20 days from deemed date of allotment, additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding till the completion</li> <li>c) <b>Delay in Execution of Debenture Trust Deed-</b> If the Company fails to execute the Debenture Trust Deed on or before the expiry of 30 days from the respective Issue Closure Date, then the Company shall pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures</li> <li>d) <b>Security Creation-</b> If the security doesn't get created within 90 days from the date of disbursement, additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on</li> </ol>



	<p>all amounts outstanding till the completion</p> <p>e) In case of any other covenant breach- Additional coupon at the rate of 2% per annum over and above the applicable Coupon Rate on all amounts outstanding till the cure of the breach, wherever applicable. However, in case of breach continuing over cure period, accelerated payment covenant will trigger</p>
Covenants	<p>1. The Issuer to maintain Capital Adequacy Ratio at 15% or as prescribed by RBI whichever is higher</p> <p>2. OSS &gt; 100.00% to be maintained for FY'21, FY'22 &amp; FY'23</p> <p>3. The Book Debts hypothecated to the Debenture Holder shall exclude overdue loans</p> <p>4. Issuer to comply with RBI guidelines on microfinance issued from time to time</p> <p>Non-fulfilment of the above will trigger an event of default, unless specifically waived by the Bank.</p>
Events of Default	<p>Each of the following shall constitute an Event of Default with respect to the Debentures and shall be set out in the Transaction Documents.</p> <ul style="list-style-type: none"> <li>(i) The Issuer does not pay on the Due Date;</li> <li>(ii) The breach of any terms, covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents</li> <li>(iii) The Issuer fails to create charge over security within specified timeline if not cured within 90 days from deemed date of allotment.</li> <li>(iv) The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness;</li> <li>(v) Any financial statement or other document delivered to the Debenture Trustee / Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.</li> <li>(vi) There shall have occurred Material Adverse Event.</li> </ul>

*[Handwritten Signature]*



	<ul style="list-style-type: none"> <li>(vii) Change in ownership without approval of Debenture Holders of this series</li> <li>(viii) Voluntary or involuntary bankruptcy proceedings</li> <li>(ix) Receiver or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the company</li> <li>(x) Extraordinary circumstances making it improbable for the company to fulfill its obligations</li> <li>(xi) When in the opinion of Debenture Trustee, the security for debentures is in jeopardy</li> <li>(xii) When the company creates any charge of the security without approval of debenture trustee, otherwise as permitted in Debenture Trust Deed</li> <li>(xiii) When the company breaches any non-financial covenant mentioned above and not cure within 30 days</li> <li>(xiv) Any corporate action, legal proceedings or other procedure or step is taken in relation <ul style="list-style-type: none"> <li>(a) composition, compromise, assignment or arrangement with any creditor of the Company;</li> <li>(b) enforcement of any security over any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction.</li> </ul> </li> <li>(xv) The Shelf Disclosure Document or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Issuer.</li> <li>(xvi) The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.</li> <li>(xvii) Any of the Transaction Documents failing to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests becoming unlawful, invalid or unenforceable.</li> <li>(xviii) Any Governmental Authority condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the Security) of the Company or of its share</li> </ul>
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*Salil*

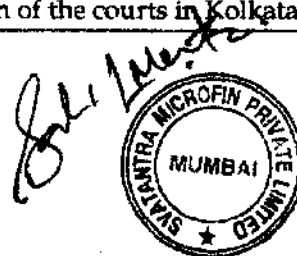


	<p>capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations.</p> <p>(xix) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any government agency or authority after the Issuer has exhausted all remedies and appeals relating thereof</p> <p>(xx) The listing of the Debenture/s ceases or is suspended at any point of time prior to the Maturity Date, except if the Debentures / s are delisted in accordance with the consent of the Majority Debenture Holder(s).</p> <p>(xxi) Cross default with non-payment to any kind of creditor/lender</p> <p>(xxii) An application or petition is filed for Insolvency, winding up, or liquidation of the Issuer and / or the Guarantor and the same is not dismissed / quashed within 5 days from the date of admit such application / petition</p> <p>(xxiii) Any other condition as agreed between Issuer and Investor</p>
<b>Consequences Of Events Of Default</b>	<p>On and at any time after the occurrence of an Event of Default:</p> <p>i. Accelerate the redemption of the Debentures / s;</p> <p>ii. All the obligations become immediately due and payable</p> <p>iii.enforce such security in such a manner as the Debenture Holders may deem fit;</p> <p>iv.exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law</p>
<b>Role and Responsibilities of Debenture Trustee</b>	<p>Regulation 15 of SEBI (Debenture Trustees) Regulation 1993, prescribes duties of the Debenture Trustees including following:</p> <ol style="list-style-type: none"> <li>1. Call for periodical reports from the issuer.</li> <li>2. To take possession of Trust property in accordance with the provisions of the Trust Deed.</li> <li>3. To enforce security in the interest of the debenture holders.</li> <li>4. To ensure on a continuous basis that the property charged to debentures is available and adequate at all times to discharge the interest and principal amount payable to debenture holders.</li> <li>5. To exercise due diligence to ensure compliance by the issuer with the provisions of the Companies Act, the listing agreement of the stock exchange or the trust deed.</li> </ol>

*[Handwritten Signature]*



	<p>6. To take appropriate measures for protecting the interest of debenture holders as soon as there is a breach of Trust Deed.</p> <p>7. To ascertain that the debentures have been redeemed or converted in accordance to the provisions of the offer document.</p> <p>8. To inform SEBI immediately of any breach of trust deed or provision and law.</p> <p>9. To appoint a Nominee Director on the Board of Issuer in the event of</p> <p><input type="checkbox"/> Two consecutive defaults in payment of interest to the debenture holders or</p> <p><input type="checkbox"/> Default in creation of security for debentures</p> <p><input type="checkbox"/> Default in redemption of debentures</p> <p>As a Debenture Trustee it may have to take steps as he may deem fit -</p> <p>1. To ensure that the assets of the Company issuing debentures are sufficient to discharge the principal amount at all times.</p> <p>2. To satisfy himself that the prospectus does not contain any matter which is inconsistent with the terms of the Debentures.</p> <p>3. To ensure that the Company does not commit any breach of covenants of the Trust Deed or Terms of issue of Debentures.</p> <p>4. To take such reasonable steps to remedy any breach of the covenants of the Trust Deed.</p> <p>5. To take steps to call a meeting of holders of Debentures as and when such meeting is required to be held.</p>
Representations and Warranties of the Issuer	As mentioned in the caption titled "Representations And Warranties Of The Issuer" in the Debenture Trust Deed to the Issue. The Representations and Warranties shall be continuous in nature and shall be deemed to occur on every day till redemption of the Debentures.
Material Adverse Event	"Material Adverse Event" means in relation to any entity, the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (i) the financial condition, business or operation of the entity which in the opinion of the Debenture Trustee is prejudicial to the ability of the entity to perform its obligations under the Transaction Documents; (ii) the ability of the entity to perform its obligations under the Transaction Documents; or (iii) the legality, validity or enforceability of any of the Transaction Documents.
Governing Law	The Debentures / and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Kolkata



<b>Tentative Issue Timing &amp; Amount</b>	June 10,2020
<b>Issue Opening Date</b>	June 10,2020
<b>Issue Pay-In Date</b>	June 10,2020
<b>Issue Closing Date</b>	June 10,2020
<b>Issue Deemed Date of Allotment</b>	

*Subscribed.*



<b>Tentative Issue Timing &amp; Amount</b>	June 10,2020
<b>Issue Opening Date</b>	June 10,2020
<b>Issue Pay-In Date</b>	June 10,2020
<b>Issue Closing Date</b>	June 10,2020
<b>Issue Deemed Date of Allotment</b>	

*Schmidt.*





PAYMENT ADVICE  
SVATANTRA MICROFIN PVT LTD  
SUNSHINE TOWERS 20 FLOOR SENAPATI BAPAT MARG ELPHISTONE ROAD MUMBAI  
MUMBAI

Beneficiary's Name :National Securi

Beneficiary's Code :

Beneficiary's Address :

Client Ref No :National Securi

Date :16/06/2020

Bank Reference No :N168201161444339

We have initiated a credit to the Account Number NSDLCA00MX for the amount of Rs.4425 through NEFT for the below mentioned details.

IFC Code :KKBK0000958

Micr Code :

Beneficiary Bank Name :

Beneficiary Brn Name :

Payment Details 1 :

Payment Details 2 :

Payment Details 3 :

Payment Details 4 :

Payment Details 5 :

Payment Details 6 :

Payment Details 7 :

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This is Computer generated advice. Does not require any signature.