

**KARVY FINTECH PRIVATE LIMITED**  
(Formerly known as KCPL Advisory Services Private Limited)  
(CIN: U67200TG2017PTC117649)

**KARVY FINTECH PRIVATE LIMITED**

(Formerly known as KCPL Advisory Services Private Limited)

(A private limited company under the Companies Act, 2013)

Date of Incorporation: June 8, 2017

CIN: U67200TG2017PTC117649

Registered Office: Karvy Selenium, Tower B, Plot No- 31 & 32, Financial District,  
Nanakramguda, Serilingampally Hyderabad Rangareddi Telangana 500032

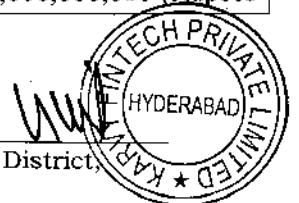
Telephone No: +91-40-33211000 or +91-40-67172222

Issue of up to 4,000 (four thousand) Rated, Listed, Redeemable, Non-convertible  
Debentures of face value of Rs. 1,000,000 (Rupees one million) each, aggregating up  
to Rs. 4,000,000,000 (Rupees four billion) on a private placement basis (the “Issue”)

Terms of the Issue under the Information Memorandum

Security Name	11.50% Karvy Fintech Private Limited 2023
Issuer	Karvy Fintech Private Limited
Type of Instrument	Non-Convertible Debentures
Nature of Instrument	Rated, Listed and Redeemable Non-Convertible Debentures
Seniority	Senior debt
Mode of Issue	Private placement
Eligible/Identified Investors	As provided in Clause <b>Error! Reference source not found.</b>
Listing	<p>The Debentures are proposed to be listed on the WDM segment of the BSE within a maximum period of 15 (fifteen) calendar days from the Deemed Date of Allotment.</p> <p>In the event of the Issuer’s failure to do so, the Issuer shall immediately redeem any and all Debentures and shall reimburse the Debenture Holders for any and all accrued Coupon, costs and expenses (including liquidity costs and Early Prepayment Cost), as determined by each such Debenture Holder that such Debenture Holder may have incurred in connection with the investment in the Debentures, in accordance with the terms and conditions of the Debenture Trust Deed and the other Transaction Documents.</p>
Rating of Instrument	“Provisional [ICRA] AA- (SO)” (pronounced as Provisional ICRA double A minus with Structured Obligation)” by ICRA Limited
Issue Size	Up to Rs. 4,000,000,000 (Rupees four billion)
Option to retain oversubscription	N.A.
Objects of the Issue	To raise senior debt to the extent up to Rs. 4,000,000,000 (Rupees

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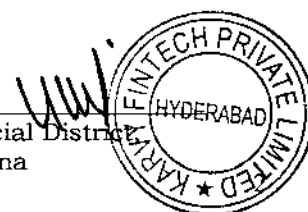


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	four billion) for payment of the Purchase Consideration and payment of costs, fees and expenses in connection with the issue of the Debentures and in connection with the Acquisition
Details of the utilization of the Proceeds	To raise senior debt to the extent up to Rs. 4,000,000,000 (Rupees four billion) for payment of the Purchase Consideration and payment of costs, fees and expenses in connection with the issue of the Debentures and in connection with the Acquisition
Acquisition	<p><b>On the Pay-In Date</b></p> <ul style="list-style-type: none"> <li>• Upon receipt of the order of the relevant NCLT approving the Scheme, the Sponsor will infuse equity proceeds into the Issuer Proceeds Account towards the Phase I Acquisition.</li> <li>• This amount together with the proceeds of the Issue lying in the Issue Proceeds Account, can only be released from such Issue Proceeds Account with the prior consent of the Debenture Trustee and will be directly remitted to the Seller. Upon receipt of a request from the Issuer to pay the Purchase Consideration for the Phase I Acquisition to the Seller on or before the Effective Date, the money lying in the Issue Proceeds Account shall be released from the said Issue Proceeds Account.</li> </ul> <p><b>On the Effective Date</b></p> <ul style="list-style-type: none"> <li>• The Issuer will complete the Phase I Acquisition.</li> <li>• The Issuer will acquire ownership of 50% of the Target shareholding consequent to the Demerger and will issue common equity shares to the existing shareholders of KCL and thereby, the Issuer will own 100% of issued and paid-up share capital of the Target on the Effective Date and immediately prior to the Merger.</li> <li>• The Merger will occur.</li> <li>• Consequently, the Sponsor will own 33.67% of the Issuer and existing shareholders of KCL will own the remaining 66.33%.</li> </ul> <p><b>Post-Merger Actions</b></p> <ul style="list-style-type: none"> <li>• The Sponsor will purchase all equity shares held by shareholders of the Issuer other than the Continuing Promoters and a portion of the equity shares held by the Continuing Promoters in the Issuer. Consequent to the Post Merger Actions aforesaid, the Sponsor will hold 83.25% shareholding in the Issuer and the Continuing Promoters will hold 16.75%.</li> </ul>
Coupon	Shall mean the amount payable by the Company to the Investors on the Coupon Payment Date at the Coupon Rate.

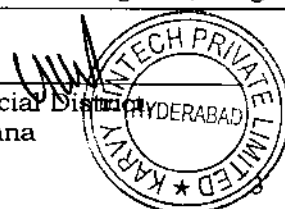
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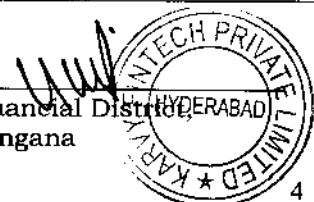
Coupon Rate	(CIN: U67200TG2017PTC117649) 1.50% p.a.
Step Up/ Step Down Coupon Rate	<p>In case the credit rating of the Debentures (as on the Deemed Date of Allotment) is downgraded as a result of the Issuer undertaking a Permitted M&amp;A (as defined in the Debenture Trust Deed):</p> <p>(i) the Coupon will increase by 0.25 % (point two five per cent) per annum for each notch downgrade in the credit rating of the Debentures till the credit rating reaches A minus by ICRA Limited from the date of each such downgrade in the credit rating of the Debentures; and</p> <p>(ii) if the credit rating of the Debentures by ICRA Limited is downgraded below A minus, the Coupon will increase by an aggregate of 1.50 % (one point five per cent) per annum (in addition the Coupon increased pursuant to paragraph (i) above) from the date of such downgrade in the credit rating of the Debentures,</p> <p>in accordance with the terms and conditions set out in the Debenture Trust Deed and other Transaction Documents.</p>
Coupon Payment Frequency	Semi-annual after March 31, 2019
Coupon Payment Dates	March 31, 2019 and every 6 (six) months thereafter
Coupon Type	The Coupon Rate shall be a fixed rate
Exercise Date/Coupon Reset Date	N.A.
Coupon Reset Process	N.A.
Day Count Basis	Actual (based on the number of calendar days in the relevant Calculation Period) / Actual
Interest on Application Money	The Company shall be liable to pay interest on the application money at the applicable Coupon Rate from the Pay-In Date until the Deemed Date of Allotment.
Default Interest Rate	Default interest at the rate of 2% (two per cent) per annum over and above the then prevailing Coupon Rate payable by the Company upon failure by the Company to pay any amount payable by it under a Transaction Document on its due date and payable on the sum due and payable but unpaid from the due date and until the date of actual payment (both before and after judgment) in accordance with the Debenture Trust Deed and other Transaction Documents
Prepayment Penalty	N.A.
Early Prepayment Amount	<p>Principal and coupon payable in relation to the relevant Debentures, together with any break costs, default interest, accrued but unpaid coupon, unpaid cost and expenses and other outstanding amounts that may be payable in accordance with the terms of the Debenture Trust Deed and other Transaction Documents.</p> <p>Break cost including, without limitation, the funding cost, hedge</p>

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	<p>(CIN: U67200TG2017PTC117619)</p> <p>unwinding cost, hedge modification cost as communicated by each of the Debenture Holder to the Debenture Trustee in accordance with the terms of the Debenture Trust Deed and other Transaction Documents. The break cost will be on a pass through basis and any benefits arising to the Debenture Holder, if any, shall be passed on to the Issuer and can be adjusted against the Coupon payment to the Debenture Holders due by the Issuer. For avoidance of doubt, such amount cannot be adjusted against the principal.</p> <p>The manner of indicative and non-binding calculation of the break cost and the components thereof are to be shared with the Issuer, upon a written request from the Issuer, within 3 (three) Business Days from the date of receipt of such request in accordance with the terms of the Debenture Trust Deed and other Transaction Documents. The Debenture Holders will convey the binding break cost calculation to the Issuer 2 (two) Business Days prior to the Call Option Date, the Accelerated Repayment Date or the Mandatory Redemption Date (as the case may be) in accordance with the terms of the Debenture Trust Deed and other Transaction Documents.</p>
<p>Mandatory Prepayment Events / Mandatory Redemption Date</p>	<p>(a) Change of control of the Issuer / Target: The Sponsor (i) ceasing to legally and beneficially hold at least 51% of the Issuer (on a fully diluted basis) after Post-Merger Actions are completed; or (ii) ceasing to have Control (as defined under the Companies Act, 2013); or (iii) ceasing to have the right to appoint at least 50% of the members of the board;</p> <p>(b) Sale, transfer or disposal of Business / Assets (including by way of demerger, slump sale, asset transfer or business transfer) for aggregate consideration in excess of the Disposal Threshold in a single transaction or a series of transactions (whether related or not), in which case the net proceeds in excess of the Disposal Threshold shall be utilised to prepay the Debentures. Provided that any disposal of any assets for less than INR 10,000,000 (Rupees ten million only) in the ordinary course of business by the Issuer will not be counted towards such Disposal of Business / Assets; and</p> <p>(c) It becomes illegal for any Debenture Holder to hold the Debentures. It is clarified that in case of any mandatory prepayment pursuant to this provision the Issuer will only be obligated to redeem Debentures held by the relevant Debenture Holder who is affected by such illegality,</p> <p>as specified in the Debenture Trust Deed and the other Transaction Documents.</p>
<p>Mandatory Prepayment Process / Mandatory Redemption Process</p>	<p>On the occurrence of a Mandatory Prepayment Event, the Issue shall be accelerated and, (i) the entire outstanding amount, in case of paragraph (a) of Mandatory Prepayment Events above; (ii) the relevant part of the Debentures in case of paragraph (b) of</p>

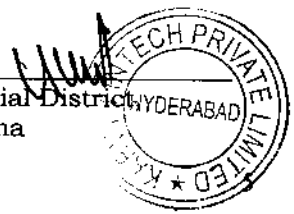


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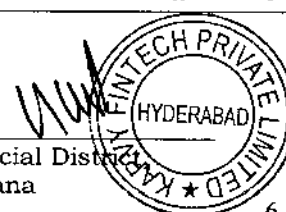
	<p>Mandatory Prepayment Events above; and (iii) the Debentures held by the relevant Debenture Holder who is affected by such illegality in case of paragraph (c) of Mandatory Prepayment Events above, will be due for payment on the “<b>Mandatory Prepayment Date</b>” which shall be the earlier of 10 (ten) Business Days from the date of occurrence of any Mandatory Prepayment Event and the maximum period permitted by Applicable Law. It is clarified that the escrow agreement in relation to the Prepayment Escrow Account for the purposes of making the Mandatory Prepayment shall be executed within 5 (five) Business Days from the date of occurrence of any Mandatory Prepayment Event and the Prepayment Escrow Account for this purpose shall be opened prior to date on which payment in relation to such Mandatory Prepayment Event is required to be made.</p> <p>All mandatory repayments shall be made at Early Prepayment Amount.</p> <p>If a Mandatory Prepayment Event results in the Issue likely to have overall duration of the Debentures less than the Required Duration, then the Issuer will deposit such amount set out above and Coupon for balance period remaining for the Debentures to attain the Required Duration into the Prepayment Escrow Account and such account shall be charged as security exclusively for this Issue in favour of the Debenture Trustee and the Debentures shall only be redeemed, if and when permitted by Applicable Law or specifically permitted by RBI and/or SEBI. Failure to deposit the funds in the Prepayment Escrow Account and create first ranking and exclusive security over the Prepayment Escrow Account shall constitute a payment Event of Default. The Issuer shall, on best efforts basis, obtain all authorisations that may be required for effecting the relevant Mandatory Redemption. At the earlier of expiry of the balance period remaining for the Debentures to attain the Required Duration and the date the Issuer obtaining relevant approvals for redemption of Debentures, the Debenture Trustee will have the ability to utilise such amounts for the redemption of the Debentures. The Debenture Trustee will also have the ability to make Coupon and other payments from the Prepayment Escrow Account.</p> <p>Interest payable if any in respect of such escrow arrangement, will be paid to the Issuer.</p> <p>Any mandatory redemption of the Debentures shall be in accordance with the terms of the Debenture Trust Deed and the other Transaction Documents.</p>
Prepayment Escrow Account	As a result of a Mandatory Prepayment Event or, exercise of Call Option for all the Debentures or Accelerated Repayment in relation to all the Debentures if the duration of the Debentures is

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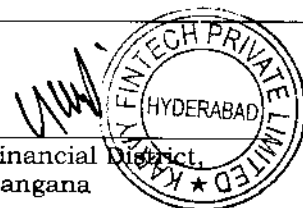
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	<p>not equal to or more than the Required Duration, the entire monies (including, without limitation, the principal, coupon, accrued but unpaid coupon, Early Prepayment Amount, future coupon, unpaid cost, break cost and expenses and any other amounts payable by the Issuer to the Finance Parties) payable to the Finance Parties shall be deposited in an escrow account (“<b>Prepayment Escrow Account</b>”) and a first ranking and exclusive security shall be created in favour of the Debenture Trustee over the said Prepayment Escrow Account and the amounts therein in a form and manner acceptable to the Debenture Trustee. Upon such creation of security over the Prepayment Escrow Account, all the other Security (save and except the security over the Prepayment Escrow Account and the amounts lying therein), Sponsor Non-Disposal Undertaking and the obligations of the Issuer and the Sponsor and the financial and other covenants (other than the obligation to redeem the Debentures with the accrued coupon, obligation to pay other amounts in relation to the Debentures, event of default, etc., together with certain fundamental warranties and covenants as mentioned in the Transaction Documents (including, without limitation, information covenants)) shall fall away. The Issuer shall obtain all authorisations required from third parties (including its lenders) in relation to creation of security on the Prepayment Escrow Account and deposit of amounts therein prior to creation of such escrow and charge.</p> <p>The Issuer shall, on best efforts basis, obtain all Authorisations that may be required for effecting the payments on account of a Mandatory Prepayment Event, exercise of Call Option for all the Debentures or Accelerated Repayment in relation to all the Debentures. At the earlier of expiry of the balance period remaining for the Debentures to attain the Required Duration and the date the Issuer obtaining relevant approvals for redemption of Debentures, the Debenture Trustee will have the ability to utilise such amounts for the redemption of the Debentures. The Debenture Trustee will also have the ability to make Coupon and other payments from the Prepayment Escrow Account. It is clarified that failure to deposit the funds in the Prepayment Escrow Account and create first ranking and exclusive security over the Prepayment Escrow Account shall constitute a payment Event of Default.</p> <p>The Prepayment Escrow Account shall be maintained in accordance with the terms of the Debenture Trust Deed and the other Transaction Documents.</p>
<p>Delay Penalty</p>	<p>In the case of a delay in the execution of Debenture Trust Deed or any of the Security Documents, the Issuer shall refund the subscription with the agreed rate of interest or shall pay penal interest of 2% (Two Percent) per annum over and above the applicable Coupon Rate until such time the conditions have been</p>



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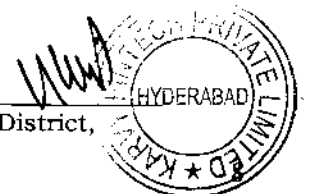
	complied with at the option of the Investor.																				
Tenor	60 (Sixty) months from the Deemed Date of Allotment																				
Duration	The Debentures will comply with the minimum residual maturity requirement of 1 year (or any other time period as may be prescribed under Applicable Law) in all the below situations: (i) Part payment by the investor to the Issuer (ii) Scheduled amortisations (i.e. part repayment by the Issuer to the Investor), (iii) Accelerated repayment, (iv) Call option to be exercised by the Issuer, and (v) Redemption pursuant to Mandatory Prepayment Events.																				
Manner of Bidding	Open Book Bidding																				
Mode of Allotment	Uniform Yield																				
Mode of Settlement	ICCL																				
Redemption Dates	As provided in the Redemption Schedule below																				
Redemption Schedule	<p>As % of Issue Amount</p> <table border="1"> <tr> <td>September 30, 2019</td> <td>2.0%</td> </tr> <tr> <td>March 31, 2020</td> <td>2.0%</td> </tr> <tr> <td>September 30, 2020</td> <td>4.0%</td> </tr> <tr> <td>March 31, 2021</td> <td>4.0%</td> </tr> <tr> <td>September 30, 2021</td> <td>6.5%</td> </tr> <tr> <td>March 31, 2022</td> <td>6.5%</td> </tr> <tr> <td>September 30, 2022</td> <td>10.0%</td> </tr> <tr> <td>March 31, 2023</td> <td>10.0%</td> </tr> <tr> <td>September 30, 2023</td> <td>5.0%</td> </tr> <tr> <td>Date falling 5 (five) years from the Deemed Date of Allotment</td> <td>50.0%</td> </tr> </table> <p>The average maturity of the Debentures as per the Redemption Schedule will not exceed 4.214 years from the Deemed Date of Allotment.</p> <p>The final Coupon Payment Date will coincide with 5 years from the Pay-In Date.</p>	September 30, 2019	2.0%	March 31, 2020	2.0%	September 30, 2020	4.0%	March 31, 2021	4.0%	September 30, 2021	6.5%	March 31, 2022	6.5%	September 30, 2022	10.0%	March 31, 2023	10.0%	September 30, 2023	5.0%	Date falling 5 (five) years from the Deemed Date of Allotment	50.0%
September 30, 2019	2.0%																				
March 31, 2020	2.0%																				
September 30, 2020	4.0%																				
March 31, 2021	4.0%																				
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September 30, 2022	10.0%																				
March 31, 2023	10.0%																				
September 30, 2023	5.0%																				
Date falling 5 (five) years from the Deemed Date of Allotment	50.0%																				
Redemption Amount	At par i.e. Rs. 1,000,000 (Rupees one million) per Debenture on the Redemption Date plus accrued Coupon if any.																				
Redemption Premium/ Discount	N.A.																				
Issue Price	Rs. 1,000,000 (Rupees one million) per Debenture																				
Discount at which security is issued and the effective yield as a result of such discount	N.A.																				



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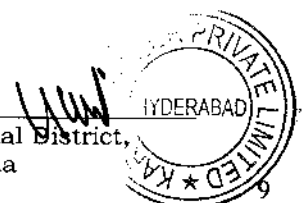
Put Option Date	N.A.
Put Option Price	N.A.
Call Option Date	The Issuer shall be entitled to redeem the Debentures (in part (subject to minimum redemption of INR 300 million) or in full) on March 31, 2022 and every Coupon Payment Date thereafter (i.e. March 31, 2022 and every 6 months thereafter) thereafter (each, a "Call Option Date"), by issuing a written notice to the Debenture Trustee, in accordance with the terms and conditions, and as set out in the Debenture Trust Deed and the other Transaction Documents.
Call Option Price	Rs. 1,000,000 (Rupees one million) per Debenture and all Early Prepayment Amounts as set out in the Debenture Trust Deed and the other Transaction Documents.
Put Notification Time	N.A.
Call Notification Time	<p>In the event the Issuer is desirous of exercising the Call Option the Issuer shall be entitled to redeem the Debentures (in part (subject to minimum redemption of INR 300 million) or in full) by issuing a notice to the Debenture Trustee in relation to the exercise of the Call Option at least 5 (five) Business Days prior to the Call Option Date.</p> <p>In each case, upon issuance of the notice as aforesaid, the Issuer shall redeem the Debentures in the manner provided below, identified in the notice on the relevant Call Option Date by paying the Early Prepayment Amount.</p> <p>Each Call Option notice after issuance by the Issuer will be irrevocable.</p> <p>In case of exercise of the Call Option, the proceeds shall be adjusted as set out below.</p> <p>In the event the Applicable Laws require the Required Duration:</p> <p>(i) Upon exercise of the Call Option, the proceeds from such Call Option shall be adjusted in the Repayment Schedule in the following manner:</p> <p>(a) <i>pro rata</i> towards all future payments due under the Repayment Schedule, such that after <i>pro rata</i> adjustment, the overall duration of the Debentures is maintained at or above the Required Duration.</p> <p>(b) in the event the <i>pro rata</i> adjustment as set out above results in the overall duration of the Debentures being lesser than the Required Duration, then in chronological order starting from the immediate next scheduled payment, subject to (i) overall duration of the Debentures being maintained at Required Duration, (ii) no increase in final repayment instalment of INR 2000 million; and (iii)</p>

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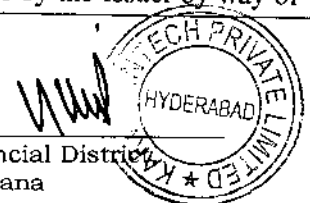
	<p style="text-align: center;">the Final Maturity Date remaining unchanged.</p> <p>(ii) Subject to provisions in relation to the Prepayment Escrow Account as set out above, if despite changes in the Repayment Schedule, the overall duration of the Debentures is less than the Required Duration, then the Issuer shall not be entitled to redeem the Debentures as part of the Call Option.</p> <p>The above Call Option will be subject to break cost as set out in this Memorandum of Private Placement.</p> <p>The Required Duration will be calculated and certified by the Issuer and such calculation shall be confirmed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).</p> <p>The exercise of the Call Option will be in accordance with the terms and conditions as specified in Debenture Trust Deed and the other Transaction Documents.</p>
Accelerated Repayment	<p>In addition to making the payments as set out in the Repayment Schedule, and subject to the availability of Excess Cash, the Issuer will have the ability to make accelerated repayments ("<b>Accelerated Repayment</b>") on any Coupon Payment Date after the expiry of 30 months from the Deemed Date of Allotment (each, an "<b>Accelerated Repayment Date</b>"), by issuing a 5 (five) Business Days written notice to the Debenture Trustee. Any such payment shall be of at least INR 300 million. Any Accelerated Repayment shall be made, subject to ensuring that the Required Duration requirements prescribed under Applicable Law are complied with at all times.</p> <p>In case of any Accelerated Repayment, the proceeds shall be adjusted as follows:</p> <p>(i) In an Accelerated Repayment, the proceeds from such Accelerated Repayment shall be adjusted in the Repayment Schedule in the following manner:</p> <ul style="list-style-type: none"><li>(a) <i>pro rata</i> towards all future payments due under the Repayment Schedule, such that after <i>pro rata</i> adjustment, the overall duration of the Debentures is maintained at or above the Required Duration.</li><li>(b) in the event the <i>pro rata</i> adjustment as set out above results in the overall duration of the Debentures being lesser than the Required Duration, then in chronological order starting from the immediate next scheduled payment, subject to (i) overall duration of the Debentures being maintained at Required Duration, (ii) no increase in final repayment</li></ul>



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	<p>instalment of INR 2000 million; and (iii) the Final Maturity Date remaining unchanged.</p> <p>(ii) Subject to provisions in relation to the Prepayment Escrow Account, if despite changes in the Repayment Schedule, the overall duration of the Debentures is less than the Required Duration, then the Issuer shall not be entitled to redeem the Debentures as part of Accelerated Repayment.</p> <p>The above Accelerated Repayments will be subject to payment of Early Prepayment Amounts. Each Accelerated Repayment notice after issuance by the Issuer will be irrevocable.</p> <p>The Required Duration will be calculated and certified by the Issuer and such calculation shall be confirmed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).</p> <p>“Excess Cash” shall be calculated 15 days prior to the Accelerated Repayment Date as excess of Cash and Cash Equivalent over sum of immediate next Coupon and scheduled repayment instalment, subject to Cash and Cash Equivalents being at least INR 200 million post such Accelerated Repayment.</p> <p>Any Accelerated Repayments will be in accordance with the terms and conditions as specified in Debenture Trust Deed and the other Transaction Documents.</p>
Face Value	Rs. 1,000,000 (Rupees one million) per Debenture
Minimum Application size and in multiples of __ thereafter	1 Debenture
Issue Timing	<p>Issue Opening Date: November 15, 2018          Issue Closing Date: November 15, 2018          Pay-in Date: November 16, 2018 (T+1)          Deemed Date of Allotment: November 16, 2018</p> <p>All documentation including, but not limited to, the Memorandum of Private Placement, Board Resolution, Rating Letter, Debenture Trustee Agreement, Debenture Trustee Consent Letter to be completed and made available to the Arrangers, on or prior to the Deemed Date of Allotment.</p>
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	All payments must be made using the services of electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT); provided however, that where direct credit, ECS, RTGS, or NEFT service is not available, such payment shall be made by the Issuer by way of

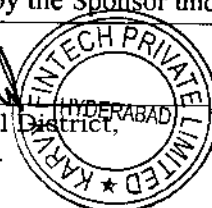
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**KARVY FINTECH PRIVATE LIMITED**  
(Formerly known as KCPL Advisory Services Private Limited)

	(CIN: U67200TG2017PTC117649) bank draft or demand drafts.
Depositories	NSDL/CDSL
Business Days	Any day (other than Sunday or a bank holiday) on which banks are open for business in Mumbai, Hyderabad, New York and Singapore.
Business Day Convention	<p>If any Coupon Payment Date falls on a day that is not a Business Day, the Coupon payment shall be made on the immediately succeeding Business Day.</p> <p>If any Redemption Date / Call Option Date / Accelerated Repayment Date falls on a day that is not a Business Day, the Redemption Amounts (excluding Coupon) shall be paid on the immediately preceding Business Day. The Coupon payable on the Redemption Date / Call Option Date / Accelerated Repayment Date shall in such cases be made on the immediately succeeding Business Day.</p> <p>Except in relation to the last Coupon payment, the Coupon payable shall not be adjusted due to the payment being made on the next Business Day.</p> <p>Any other payment (excluding any payment of Coupon as set out above) which is due to be made on a day that is not a Business Day shall, subject to Applicable Law, be made on the immediately succeeding Business Day.</p>
Record Date	Shall be the date falling 7 (seven) calendar days prior to any Due Date.
Security	<p>Shall mean the security created in relation to the Issue as set out in the Debenture Trust Deed and other Transaction Documents, being:</p> <ul style="list-style-type: none"> <li>(i) a charge by way of hypothecation created and perfected by the Issuer in terms of the Issuer Deed of Hypothecation;</li> <li>(ii) a charge by way of hypothecation created and perfected by the Issuer in terms of the Issue Proceeds Account Deed of Hypothecation;</li> <li>(iii) a charge by way of hypothecation created and perfected by the Target in terms of the Target Deed of Hypothecation; and</li> <li>(iv) any other security interest created from time to time to secure the Debentures for the benefit of the Finance Parties.</li> </ul> <p>The Debentures are also unconditionally and irrevocably guaranteed by the Target in accordance with the Deed of Corporate Guarantee. Additionally, the Sponsor has issued a non-disposal undertaking in favour of the Debenture Trustee in relation to the shares of the Company held/to be held by the Sponsor under</p>

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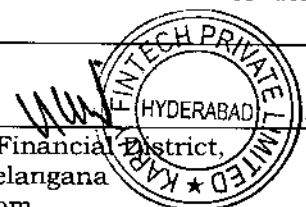


**KARVY FINTECH PRIVATE LIMITED**  
(Formerly known as KCPL Advisory Services Private Limited)

(CIN: L16320TG2017PTC117640)  
the Sponsor Non-Disposal Undertaking.

<b>Transaction Documents</b>	<ol style="list-style-type: none"> <li>1. Memorandum of Private Placement</li> <li>2. Private Placement Offer Letter</li> <li>3. Debenture Trustee Agreement</li> <li>4. Debenture Trust Deed</li> <li>5. each Security Document</li> <li>6. Deed of Corporate Guarantee</li> <li>7. Sponsor Non-Disposal Undertaking</li> <li>8. the mandate letter dated August 3, 2017 entered into between the Company and the Arrangers in relation to the issue of the Debentures read together with all supplemental letters thereto executed from time to time;</li> <li>9. any fee letter entered into between the Company and an Arranger read together with all supplemental letters thereto executed from time to time;</li> <li>10. any fee letter entered into between the Company and the Trustee read together with all supplemental letters thereto executed from time to time;</li> <li>11. Any other documents that may be designated as a Transaction Document by the Trustee and the Issuer.</li> </ol> <p>The Transaction Documents shall be executed on or prior to the Deemed Date of Allotment.</p>
<b>Conditions Precedent to Disbursement</b>	As more particularly set out under the Debenture Trust Deed
<b>Conditions Subsequent to Disbursement</b>	As more particularly set out under the Debenture Trust Deed
<b>Events of Default</b>	As more particularly set out under the Debenture Trust Deed
<b>Provisions in relation to cross default</b>	<ol style="list-style-type: none"> <li>(a) Any Financial Indebtedness (as defined in the Debenture Trust Deed) of any Obligor or any Permitted M&amp;A Debt (as defined in the Debenture Trust Deed) is not paid when due nor within any applicable grace period.</li> <li>(b) Any Financial Indebtedness of any Obligor or any Permitted M&amp;A Debt is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).</li> <li>(c) Any commitment for any Financial Indebtedness of any Obligor or any commitment for any Permitted M&amp;A Debt is cancelled or suspended by a creditor as a result of an event of default (however described).</li> <li>(d) Any creditor of any Group (as defined in the Debenture Trust Deed) member declares any Financial Indebtedness of such Group member due and payable prior to its specified maturity as a result of an event of default (however described).</li> </ol>

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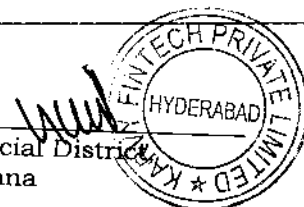
	(e) No Event of Default will occur under this clause, if the aggregate amount of the Financial Indebtedness or commitment for Financial Indebtedness of any Group member (in relation to any Permitted M&A Debt or otherwise) falling within paragraphs (a) to (d) above is less than or equal to Rs. 20,000,000 (Rupees twenty million) (or its equivalent in any other currency or currencies); provided that no other creditor of the relevant Obligor or the relevant Group member is then taking any enforcement action.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as set out in the Debenture Trust Deed and the other Transaction Documents
Covenants	As more particularly set out under the Debenture Trust Deed
Representation and warranties	As more particularly set out under the Debenture Trust Deed
Illustration of Bond Cashflows	Kindly refer to Annexure VI of this Memorandum of Private Placement
Governing Law and Jurisdiction	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the jurisdiction of the courts in Hyderabad.

**DEFINITIONS AND ABBREVIATIONS**

Unless the context otherwise indicates or requires, capitalised terms defined anywhere in the Information Memorandum shall have the meanings so ascribed and the following terms shall have the meanings given below in this document.

Account Bank	ICICI Bank Limited
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Applicable Law	all applicable laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority, and specifically including, the RBI, SEBI and/or of a stock exchange, whether in effect on the date of this Disclosure Document or thereafter.
Application Form	The form used by the recipient of this Disclosure Document and/or the Private Placement Offer Letter, to apply for subscription to the Debentures, which is in the form annexed to this Memorandum of Private Placement and marked as Annexure IV.
Arrangers	Standard Chartered Bank and Nomura Financial Advisory & Securities (India) Private Limited
Board/Board of Directors	The Board of Directors of the Issuer

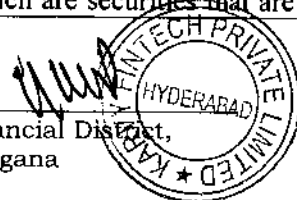
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Business	Shall mean the business of providing products, technology or services to companies within the financial services industry, and includes the proposed businesses <i>inter-alia</i> of providing (i) services of a registrar to an issue of securities or of a share transfer agent, and back office functions in relation thereto; (ii) transfer agency and fund accounting services to the asset management industry and compliance, back office operations and data processing activities in relation thereto; and (iii) central recordkeeping agency services under the National Pension System operated and administered by the PFRDA
Business Day	Shall mean any day (other than Sunday or a bank holiday) on which banks are open for business in Mumbai, Hyderabad, New York and Singapore
CDSL	Central Depository Services (India) Limited
Companies Act / the Act	Shall mean the Companies Act, 2013 ("2013 Act"), and for any matters or affairs prior to the notification of the relevant provisions of the 2013 Act, the Companies Act, 1956 and shall include the rules, regulations, circulars and notifications issued thereunder and any other statutory amendment or re-enactment thereof
Continuing Promoters	Mr. C. Parthasarathy, Adhiraj Parthasarathy, Rajat Parthasarathy, C. Parthasarathy HUF and Compar Estates and Agencies Private Limited, which is wholly owned and Controlled by the persons mentioned herein
Debentures / NCDs	Up to 4,000 (four thousand) Rated Listed Redeemable Non-Convertible Debentures bearing a face value of Rs. Rs. 1,000,000 (Rupees one million) each, aggregating to Rs. 4,000,000,000 (Rupees four billion)
Debenture Holders / Investors	The persons who are, for the time being and from time to time, the holders of the Debentures and whose names appear in the register of beneficial owners of the Debentures maintained in the records of the relevant Depository
Debenture Trustee	IDBI Trusteeship Services Limited
Debenture Trustee Agreement	Agreement to be executed by and between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Deed of Corporate Guarantee	The unconditional and irrevocable deed of guarantee dated October 25, 2018 executed by the Target in favour of the Debenture Trustee for the benefit of the Finance Parties, in a form acceptable to the Debenture Trustee (acting on behalf of the Debenture Holders).
Deemed Date of Allotment	November 16, 2018
Default Interest	Means the default interest at the rate of 2% (two per cent) per annum over and above the then prevailing Coupon Rate payable by the Company upon failure by the Company to pay any amount payable by it under a Transaction Document on its due date and payable on the sum due and payable but unpaid from the due date and until the date of actual payment (both before and after judgment) in accordance with the Transaction Documents
Demat	Refers to dematerialized securities which are securities that are in

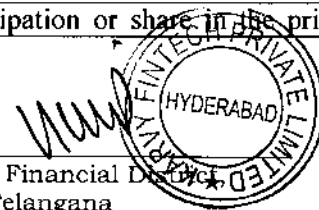
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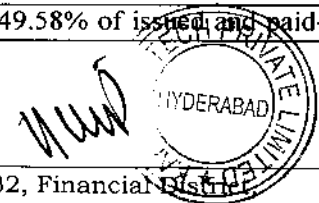
	electronic form, and not in physical form, with the entries noted by the Depository.
Demerger	Shall mean the demerger of the RTA Undertaking (as defined under the Scheme) of KCL on a going concern basis pursuant to which the Company will also legally and beneficially acquire 50% (fifty per cent) of the issued and paid-up share capital of, and voting rights in, the Target on a fully diluted basis.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	Director(s) of the Issuer.
Disclosure Document / Memorandum of Private Placement	This document which sets out the information regarding the Debentures being issued on a private placement basis.
Disposal Threshold	Shall mean INR 4,000,000,000 (Rupees four billion only)
DP ID	Depository Participant Identification Number.
Due Date	Any date on which the holders of the Debentures are entitled to any Coupon payments or any Redemption Amount in relation to the Debentures, whether in accordance with the Redemption Schedule of the Debenture or otherwise.
Effective Date	Shall mean the date on which the order of the relevant National Company Law Tribunal approving the Scheme is filed by Company and KCL with the relevant Registrar of Companies
EFT	Electronic Fund Transfer
Finance Parties	Arrangers, initial Subscribers, Debenture Holder(s), Debenture Trustee, Receivers and Delegates
Financial Year/ FY	Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year
GAAP	Generally Accepted Accounting Principles
Governmental Authority	any government or any governmental agency, regulatory, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange, SEBI, RBI or any self-regulatory organisation established under any law)
Issue	Private Placement of the Debentures.
Issue Opening Date	November 15, 2018
Issue Closing Date	November 15, 2018
Issue Proceeds Account	Shall mean the no-lien current account bearing number 000805018053 opened by the Company with the Account Bank and which shall include any other account which is a successor to such account or any re-numbering or re-designation of such account
Issuer / Company	Karvy Fintech Private Limited
KCL	Karvy Consultants Limited, a company incorporated under the Companies Act, 1956 with corporate identity number U74140TG1981PLC003122 and having its registered office at 46, Avenue, 4th Street, No.1, Banjara Hills, Hyderabad, Telangana - 500034, which currently owns 50% (fifty percent) of the shareholding of the Target
Majority Debenture Holders	Debenture Holders whose participation or share in the principal

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	<p>amount(s) outstanding with respect to the Debentures, aggregate to at least 51% (fifty one per cent) of the value of the nominal amount of the Debentures for the time being outstanding.</p> <p>All decisions with respect to the Debentures shall be taken by the Debenture Trustee acting on the instructions of the Majority Debenture Holders.</p>
Maturity Date	November 16, 2023 being 60 (Sixty months) from the Deemed Date of Allotment, on which date all outstanding Debentures shall be mandatorily redeemed in full in accordance with the terms and conditions of the Debentures.
Material Adverse Effect	Any act or event which (i) prevents the Issuer or the Target from carrying on material part of its business (which contributes to more than 70% of its turnover); or (ii) prevents any Obligor from performing its obligations under any Transaction Document; or (iii) renders any Transaction Document, invalid or unenforceable, or (iv) affects the ranking of any security interest granted or purported to be granted pursuant to any Transaction Document.
Merger	Shall mean the amalgamation of the Target with and into the Issuer in accordance with the Scheme, as a result of which the Issuer is the resultant entity.
MFTA	The Business of the Target in relation to transfer agency and fund accounting services to the asset management industry and compliance, back office operations and data processing activities in relation thereto
N.A.	Not Applicable
NCLT	The National Company Law Tribunal
NSDL	National Securities Depository Limited.
Obligor	The Issuer and the Target
PAN	Permanent Account Number.
Person	<p>Shall include an:</p> <p>(i) individual, sole proprietorship, firm, partnership, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any Governmental Authority or other entity or organisation (whether or not in each case having separate legal personality);</p> <p>(ii) that person's successors in title, executors, and permitted transferees and permitted assignees; and</p> <p>(iii) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorised representatives</p>
PFRDA	Pension Fund Regulatory and Development Authority
Phase 1 Acquisition	Shall mean the acquisition of 50% (fifty per cent) of issued and paid-up share capital of the Target on a fully diluted basis by the Company for the Purchase Consideration, pursuant to the relevant investor documents.
Post-Merger Actions	Shall mean the acquisition of 49.58% of issued and paid-up share



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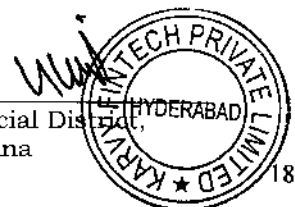
	(CIN: U67200TG2007PTC117649) Capital of the Company on a fully diluted basis by the Sponsor, pursuant to the relevant investor documents
Private Placement Offer Letter	Shall mean the offer letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Purchase Consideration	Shall mean the purchase consideration payable by the Issuer to the Seller in relation to the Phase 1 Acquisition, being an amount of up to INR 8,200,000,000 (Rupees eight billion two hundred million)
RBI	Reserve Bank of India
Rating Agency	ICRA Limited
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 7 (seven) calendar days prior to any Due Date.
Required Duration	Shall mean the residual maturity of 1 year or any other time period as may be prescribed under Applicable Law, calculated as on the Pay-In Date
R&T Agent	Registrar and Transfer Agent to the Issue, in the present case being Karvy Computershare Private Limited.
ROC	Registrar of Companies.
Rs. / INR	Indian National Rupee.
RTA	The Business of the Target in relation to services of a registrar to an issue of securities or of a share transfer agent, and back office functions in relation thereto
RTGS	Real Time Gross Settlement.
Scheme	Shall mean the composite scheme of arrangement and amalgamation between, <i>inter alia</i> , the Company, KCL, the Target and their respective shareholders and creditors approved by the board of directors of the Company on August 2, 2017 pursuant to which, <i>inter alia</i> , the Demerger and the Merger will be effected
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued by SEBI, as amended from time to time.
Security	Shall mean the security created in relation to the Issue, being: (i) a charge by way of hypothecation created and perfected by the Issuer in terms of the Issuer Deed of Hypothecation; (ii) a charge by way of hypothecation created and perfected by the Issuer in terms of the Issue Proceeds Account Deed of Hypothecation; (iii) a charge by way of hypothecation created and perfected by the Target in terms of the Target Deed of Hypothecation; (iv) a charge by way of hypothecation created and perfected by the Issuer in terms of the Prepayment Escrow Account Deed of Hypothecation, in accordance with and subject to

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	<p>(v) the provisions of the Debenture Trust Deed; any other security interest created from time to time to secure the Debentures for the benefit of the Finance Parties in accordance with the Transaction Documents.</p>
Security Documents	<p>Shall mean the documents executed or to be executed in relation to the creation of Security being:</p> <p>(i) deed of hypothecation dated October 25, 2018 executed by the Issuer creating a first ranking charge by way of hypothecation over all assets of the Issuer (present and future) save and except its shareholding in the subsidiaries located outside India (to be created as a condition precedent to the Pay-In Date) (“<b>Issuer Deed of Hypothecation</b>”);</p> <p>(ii) deed of hypothecation dated October 25, 2018 executed by the Issuer creating a charge by way of hypothecation over the Issue Proceeds Account (to be created as a condition precedent to the Pay-In Date) (“<b>Issue Proceeds Account Deed of Hypothecation</b>”);</p> <p>(iii) deed of hypothecation to be executed by the Issuer creating a charge by way of hypothecation over the Prepayment Escrow Account (“<b>Prepayment Escrow Account Deed of Hypothecation</b>”), in accordance with and subject to the provisions of the Debenture Trust Deed;</p> <p>(iv) deed of hypothecation dated October 25, 2018 executed by the Target, creating a first ranking charge by way of hypothecation over all assets of the Target, save and except its shareholding in the subsidiaries located outside India, to be effective automatically upon the Seller receiving the Purchase Consideration in its bank account bearing number 000273449 opened with HSBC Bank USA (“<b>Target Deed of Hypothecation</b>”);</p> <p>(v) the powers of attorney issued pursuant to the documents listed above; and</p> <p>(vi) any other document entered into from time to time for creation of, or evidencing the creation of, any security interest for the benefit of the Finance Parties in accordance with the Transaction Documents.</p>
Seller	ACN 081 035 752 PTY LTD, a company incorporated under the Corporations Act (2001) of Australia and having its registered office at Yarra Falls, 452, Johnston Street, Abbotsford, Victoria 3067, Australia
Sponsor	General Atlantic Singapore Fund Pte. Ltd. a company incorporated under the laws of Singapore and having its principal place of business at 8 Marina View, #41-04 Asia Square Tower 1, Singapore 018960, which expression shall, unless it be contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns
Sponsor Non-Disposal Undertaking	The non-disposal undertaking dated October 25, 2018 issued by



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	the Sponsor in favour of the Debenture Trustee in relation to the shares of the Company held/to be held by the Sponsor.
Target	Karvy Computershare Private Limited, a company incorporated under the Companies Act, 1956 with corporate identity number U72400TG2003PTC041636 and having its registered office at 46, Avenue, 4th Street, No.1, Banjara Hills, Hyderabad, Telangana – 500034
TDS	Tax Deducted at Source.
Terms & Conditions	Shall mean the terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	Shall mean the following documents in relation to the issuance of the Debentures including but not limited to: <ul style="list-style-type: none"> <li>(a) the Debenture Trustee Agreement dated October 25, 2018, which confirms the appointment of IDBI Trusteeship Services Limited as the Debenture Trustee (“<b>Debenture Trustee Agreement</b>”)</li> <li>(b) the Debenture Trust Deed dated October 25, 2018, which sets out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer (“<b>Debenture Trust Deed</b>”);</li> <li>(c) this Disclosure Document;</li> <li>(d) the Private Placement Offer Letter;</li> <li>(e) the mandate letter dated August 3, 2017 entered into between the Company and the Arrangers in relation to the issue of the Debentures as amended, supplemented, and/or restated from time to time;</li> <li>(f) any fee letter entered into between the Company and an Arranger read together with all supplemental letters thereto executed from time to time;</li> <li>(g) any fee letter entered into between the Company and the Trustee read together with all supplemental letters thereto executed from time to time;</li> <li>(h) each Security Document;</li> <li>(i) Deed of Corporate Guarantee;</li> <li>(j) Sponsor Non-Disposal Undertaking; and</li> <li>(k) Any other documents that may be designated as a Transaction Document by the Trustee and the Issuer.</li> </ul>
WDM	Wholesale Debt Market.

