

Addressed to: Indian bank

Serial number: 01

INFORMATION MEMORANDUM



ANNAPURNA FINANCE PRIVATE LIMITED

A private limited company incorporated under the Companies Act, 1956

Date of Incorporation: April 30, 1986

Registered Office: Plot No.1251/1401, Khandagiri Bari,

In front of Jayadev Vatika,
Bhubaneswar – 751 030

Telephone No.: 0674-2386580

E-mail: subrat@ampl.net.in

Website: www.annapurnafinance.in

INFORMATION MEMORANDUM UNDER SCHEDULE I OF SEBI (ISSUE AND LISTING OF DEBT SECURITIES) REGULATIONS, 2008 ("SEBI DEBT LISTING REGULATIONS"), AS AMENDED FROM TIME TO TIME

September 28, 2020

Issue of 500 (Five Hundred) rated, listed, senior, redeemable, taxable, non-convertible debentures, each having a face value of Rs. 10,00,000/- (Indian Rupees Ten Lakh), aggregating up to Rs. 50,00,00,000/- (Indian Rupees Fifty Crore) issued on a fully paid basis and on a private placement basis (the "Issue")

Background

This Information Memorandum (as defined below) is related to the Debentures to be issued by *Annapurna Finance Private Limited* (the "**Issuer**" or "**Company**" or "**Annapurna**") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of Debentures comprised in the Issue and described under this Information Memorandum has been authorized by the Issuer through resolutions of the shareholders dated 20th August 2020, and the resolution of the Executive Committee of the board of directors dated 22nd September 2020 read with the resolution dated 9th July, 2020 of the board of directors of the Issuer and the Memorandum and Articles of Association of the Company. The present issue of the Debentures in terms of this Information Memorandum is within the overall powers of the Board as per the above shareholder resolution(s).

General Risks

Investment in debt and debt related securities involve a degree of risk and the Investors (as defined below) should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments and only after reading the information carefully. For taking an investment decision, the Investors must rely on their own examination of the Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India ("**SEBI**") nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of Investors is invited to the statement of Risk Factors of this memorandum of private placement for issue of Debentures on a private placement basis. This Information Memorandum has not been submitted, cleared or approved by SEBI.

Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, confirms and represents that the information contained in this Information Memorandum is true and correct in all material respects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which makes this Information Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect. The Issuer is solely responsible for the correctness, adequacy and disclosure of all relevant information herein.

Credit Rating

The Debentures proposed to be issued by the Issuer have been rated by CRISIL Limited (“**Rating Agency**” / “**CRISIL**”) The Rating Agency has vide its letter dated September 24, 2020 assigned a rating of “CRISIL A- (STABLE)” (pronounced as “CRISIL A-”) with ‘Stable’ outlook in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the Rating Agency and should be evaluated independently of any other ratings. Please refer to Annexure V of this Information Memorandum for the letter dated September 24, 2020 from the Rating Agency assigning the credit rating abovementioned.

Issue Schedule

Issue opens on: September 28, 2020
Issue closing on: September 28, 2020
Deemed date of allotment: September 29, 2020

The Issue shall be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

Debenture Trustee



Catalyst Trusteeship Limited

Office No. 604, 6th floor, Windsor, C.S.T.
Road, Kalina, Santacruz (East), Mumbai
400098

Contact Person: Mr. Umesh Salvi

Tel.: +91-22-49220503

Fax: +91-22-49220505

Email: umesh.salvi@ctltrustee.com Website:

<http://www.catalysttrustee.com/>

Registrar and Transfer Agent



NSDL Database Management Limited

4th Floor, Trade World, A Wing Kamala Mills
Compound Lower Parel, Mumbai - 400 013

Contact person: Mr. Nilesh Bhandare, Manager

Tel: 9833515383(M)

Tel: +91-22-2499 4200

Email: info_ndml@nsdl.co.in

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise indicates or requires, the following terms shall have the meanings given below in this Information Memorandum.

Act/Companies Act	Means the Companies Act, 2013 and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time
Allot/Allotment/Allotted	The allotment of the Debentures pursuant to this Issue.
Applicable Law	means all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Applicant	means a person who has submitted a completed Application Form to the Issuer in relation to the Debentures in accordance with the Debt Disclosure Documents.
Application Form	Means the application form used by the recipient of this Information Memorandum, to apply for subscription to the Debentures, which is in the form annexed to this Information Memorandum and marked as Annexure III .
Application Money	means the subscription amounts paid by the Applicants at the time of submitting the Application Form.
Assets	means, for any date of determination, the assets of the Issuer on such date as the same would be determined in accordance with Indian GAAP.
Beneficial Owners	means the holder(s) of the Debentures in dematerialized form whose name(s) is/are recorded as such with the Depository in the Register of Beneficial Owners.
Board/Board of Directors	The Board of Directors of the Issuer
BSE	Means the BSE Limited
Business Day	means a day (a) that is not a Saturday, a Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, and (b) on which banks are normally open for business in Mumbai, India.
Capital Adequacy Ratio	means the capital adequacy ratio determined in accordance with the NBFC Directions.
CDSL	Means Central Depository Services (India) Limited
CERSAI	Means Central Registry of Securitisation Asset Reconstruction and Security Interest of India
Charged Receivables	has the meaning given to it in Section 7 below.
Company/ Issuer/ Annapurna	means Annapurna Finance Private Limited a company incorporated under the Companies Act, 1956 with Corporate Identification Number (CIN) U65999OR1986PTC015931 and registered with the Reserve Bank of India as non-banking financial company - micro finance institution, having its registered office at 1215/1401, Khandagiri Bari, Khandagiri, Bhubaneswar, Odisha - 751030, India.
Conditions Precedent	means the conditions precedent set out in Section 5.19 (<i>Issue Details</i>) below.
Conditions Subsequent	means the conditions subsequent set out in Section 5.19 (<i>Issue Details</i>) below.
Control	has the meaning given to it in the Act
Constitutional Documents	means the certificate of incorporation of the Issuer, the memorandum of association of the Issuer, the articles of association of the Issuer and the certificate of registration issued by the Supervisory Authorities to the Issuer.

Debentures/NCDs/Bonds	Means 500 (five hundred and fifty) rated, listed, senior, redeemable, taxable, non-convertible debentures denominated in Indian Rupees each having a face value of INR 10,00,000 (Indian Rupees Ten Lakh) aggregating to a face value of INR 50,00,00,000 (Indian Rupees Fifty Crore).
Debenture Holders	<p>means the Applicants whose names and addresses are set out in the Application Form and includes each person that fulfils the following requirements:</p> <p>(a) persons who are registered as a Beneficial Owner; and</p> <p>(b) persons who are registered as a debenture holder in the Register of Debenture Holders.</p> <p>Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Issuer and the Depository from time to time, and in the event of any inconsistency between sub-paragraphs (a) and (b) above, sub-paragraphs (a) shall prevail.</p>
Debenture Trustee	Means Catalyst Trusteeship Limited, a company incorporated under the Companies Act, 1956, having its registered office at having its registered and corporate office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411038 and acting through its offices at Windsor, 6 th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400098, Maharashtra and and 810, 8th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi - 110001, India.
Debenture Trustee Agreement	Means the agreement executed/to be executed between the Debenture Trustee and the Issuer for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debenture Trustees Regulations	means Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
Debenture Trust Deed or DTD	Means the debenture trust deed executed/to be executed between the Debenture Trustee and the Issuer which will set 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.
Debt Disclosure Documents	Means collectively, the PPOA and this Information Memorandum, and " Debt Disclosure Document " means any one of them
Debt Listing Regulations or SEBI Debt Listing Regulations	Means the Securities Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 (as amended or restated from time to time).
Deed of Hypothecation	Mean the unattested deed of hypothecation entered into/to be entered into by the Issuer in favour of the Debenture Trustee, pursuant to which charge by way of hypothecation over Charged Receivables shall be created by the Issuer in favour of the Debenture Trustee (acting for and on behalf of the Debenture Holder(s))
Deemed Date of Allotment	Means the date on which the Debentures are deemed to be allotted, being September 29, 2020.
Depositories Act	means the Depositories Act, 1996, as amended from time to time.
Depository	Means the depository with which the Issuer has made arrangements for dematerialising the Debentures, being NSDL and/or CDSL.
Depository Participant / DP	means a depository participant as defined under the Depositories Act.

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Director(s)	means the Director(s) of the Issuer
DRR	means the Debenture Redemption Reserve
DP ID	means the Depository Participant Identification Number.
Due Dates	means, collectively, each Interest Payment Date, the Final Redemption Date, and all other dates on which any interest, additional interest or liquidated damages and/or any other amounts due and payable.
EBP Guidelines	means the guidelines issued by SEBI with respect to electronic book mechanism pursuant to the SEBI circular dated January 5, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/05) on " <i>Electronic book mechanism for issuance of securities on private placement basis</i> " read with the SEBI Circular dated August 16, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/122) on " <i>Electronic book mechanism for issuance of securities on private placement basis - Clarifications</i> " and the operational guidelines issued by the relevant Electronic Book Provider, as may be restated, amended, modified or updated from time to time.
Electronic Book Provider / EBP	has the meaning given to it under the EBP Guidelines.
EBP Platform	has the meaning given to it under the EBP Guidelines.
Effective Date	Means the date of execution of the DTD
Eligible Investors	Shall have the meaning specified in 8.14 below
Events of Default	means the events described as "Events of Default" in Section 7 of the Information Memorandum
Final Redemption Date	means the date falling on the expiry of a period of 18 (Eighteen) months from the Deemed Date of Allotment, being March 29, 2022.
Final Settlement Date	means the date on which all Secured Obligations of the Issuer have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Secured Parties.
Financial Indebtedness	means any indebtedness for or in respect of: <ul style="list-style-type: none"> (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Indian GAAP, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee; (i) any obligation under any put option in respect of any securities; (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any corporate/personal guarantee, a letter of comfort or any other

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	similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and (l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
Financial Year/ FY	means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
GFR	has the meaning given to it in Section 5.12 below.
GOI Guarantee	means the partial credit guarantee to be provided by the Guarantor in accordance with the terms of the GOI Guidelines in respect of, <i>inter alia</i> , the Debentures.
GOI Guidelines	means the scheme dated May 20, 2020 titled " <i>Extended Partial Credit Guarantee Scheme</i> " offered by Government of India (GoI) to Public Sector Banks (PSBs) for (i) purchase of pooled assets having a rating of BBB+ or above from financially sound Non-Banking Financial Companies (NBFCs)/Housing Finance Companies (HFCs) and (ii) Portfolio Guarantee for purchase by PSBs of Bonds or Commercial Papers (CPs) with a rating of AA and below (including unrated paper with original/initial maturity of up to one year issued by NBFCs/HFCs/MFIs (in case of MFIs, Bonds/CPs with MFR rating equivalent), bearing reference number F. no. 17/36/2019-IF-I issued by the Department of Financial Services, Ministry of Finance, Government of India, read together with " <i>Frequently Asked Questions</i> " issued thereto, as may be amended, modified or restated from time to time.
Guarantee Fee	means the guarantee fee payable to the Guarantor in accordance with the terms of the GOI Guidelines.
Guarantor	means the Government of India (acting through the Small Industrial Development Bank of India or any other person in accordance with the GOI Guidelines and Applicable Law).
Governmental Authority	means any: (a) government (central, state or otherwise) or sovereign state; (b) any governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or supervisory or administrative entity, department or authority, court or tribunal or any political subdivision thereof; or (c) international organization, agency or authority, including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law.
IBC	means the (Indian) Insolvency and Bankruptcy Code, 2016, read together with any rules and regulations made thereunder, each as may amended/modified and in force from time to time
INR or Rs.	means Indian Rupees.

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Increased Costs	<p>means:</p> <p>(a) a reduction in the rate of return from the Debentures or in a Debenture Holder's overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by a Debenture Holder);</p> <p>(b) an additional or increased cost; or</p> <p>(c) a reduction of any amount due and payable under any Transaction Document,</p> <p>which is incurred or suffered by a Debenture Holder to the extent that it is attributable to the undertaking, funding or performance by such Debenture Holder of any of its obligations under any Transaction Document or any subscription by a Debenture Holder of the Debentures.</p>
ICCL	Means the Indian Clearing Corporation Limited.
Indian GAAP	shall mean the generally accepted accounting principles as prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Issuer, and includes IND-AS.
Information Memorandum	means this information memorandum issued on September 28, 2020 by the Issuer in respect of the issuance of the Debentures.
Initial Security Creation Date	means the date occurring on the expiry of a period of 90 (ninety) calendar days from the Deemed Date of Allotment.
Interest	means the interest payable on the Debentures on the Interest Payment Dates in accordance with Section 5.19 (<i>Issue Details</i>) below and Annexure IV below.
Interest Rate	means 10.50% (ten decimal five zero percent) per annum, payable annually (fixed).
Interest Payment Dates	means the dates as specified in Annexure IV below on which payment of Interest shall be made in respect of the Debentures.
Issue	means this issue of Debentures by the Issuer on a private placement basis.
Issue Opening Date	September 28, 2020
Issue Closing Date	September 28, 2020
LODR Regulations	means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may amended/modified and in force from time to time
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures.
Majority Resolution	means a resolution approved by such number of Debenture Holders that represent more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting or if a poll is demanded, by such number of Debenture Holders that represent more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting in such poll.

Material Adverse Effect	shall mean, in the sole opinion of the Debenture Trustee, the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be expected to cause a material and adverse effect: (a) on the financial condition, business or operations of the Issuer, environmental, social or otherwise or prospects of the Issuer; or (b) on the ability of the Issuer to perform its obligations under the Transaction Documents or in respect of the Secured Obligations; or (c) on the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
Moratorium Directions (COVID-19)	Means, collectively, the RBI's circular no. DOR.No.BP.BC.47/21.04.048/2019-20 dated March 27, 2020 on " <i>COVID-19 – Regulatory Package</i> ", the RBI circular no. DOR.No.BP.BC.63/21.04.048/2019-20 dated April 17, 2020 on " <i>COVID19 Regulatory Package - Asset Classification and Provisioning</i> ", the RBI circular no. DOR.No.BP.BC.71/21.04.048/2019-20 dated May 23, 2020 on " <i>COVID-19 – Regulatory Package</i> ", and the RBI circular no. DOR.No.BP.BC.72/21.04.048/2019-20 dated May 23, 2020 on " <i>COVID19 Regulatory Package – Review of Resolution Timelines under the Prudential Framework on Resolution of Stressed Assets</i> " (each as amended, modified or restated from time to time)
NEFT	National Electronic Fund Transfer
Net Worth	has the meaning ascribed to it in the Act
N.A	Not Applicable
NBFC	Non-banking financial company
NBFC Directions	means the Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 and/or the Non-Banking Financial Company - Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 (each as amended, modified or restated from time to time) as may be applicable read together with the RBI's Master Circular dated July 1, 2015 on "Non-Banking Financial Company-Micro Finance Institutions' (NBFC-MFIs) - Directions" (each as amended, modified or restated from time to time).
NBFC-MFI	Non-banking financial company - micro finance institution
NSDL	National Securities Depository Limited
Nominee Director	Means a nominee director appointed pursuant to the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993.
Outstanding Principal Amounts	means, on any date, the principal amounts outstanding under the Debentures.
Outstanding Amounts	means, on any date, the Outstanding Principal Amounts together with any accrued Interest, additional interests, costs, fees, charges, and other amounts payable by the Issuer in respect of the Debentures.
PAN	Permanent Account Number
Payment Default	shall mean any event, act or condition which, with notice or lapse of time, or both, would constitute an Event of Default under Section 7.7(a).

PPOA	Means the private placement offer and application letter issued by the Issuer in respect of the Issue.
Promoters	has the meaning given to it in the Act.
Purpose	Has the meaning given to it in Section 5.18 below.
Quarterly Date	Means each of March 31, June 30, September 30 and December 31 and "Quarterly Dates" shall be construed accordingly
Rating	Means the credit rating for the Debentures from the Rating Agency, being "CRISIL A-(STABLE)" to the Issue.
Rating Agency	Means CRISIL Limited, a rating agency having its registered office at CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400076
RBI	Means the Reserve Bank of India.
Receivables	Has the meaning given to it in the Deed of Hypothecation.
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 that occurs 7 (seven) calendar days prior to any Due Date, provided that such date is a Friday. In case the date that occurs 7 (seven) calendar days prior to any Due Date is not a Friday, the record date (for the purposes of such Due Date) shall be deemed to be the date occurring on a Friday which is at least 7 (seven) calendar days prior to the relevant Due Date.
Register of Debenture Holders	means the register maintained by the Issuer in accordance with Section 88 of the Act.
Register of Beneficial Owners	means the register of beneficial owners of the Debentures maintained in the records of the NSDL and/or CDSL, as the case may be.
R&T Agent/Registrar	Means the registrar and transfer agent appointed for the Issue, being NSDL Database Management Limited.
ROC	Means the jurisdictional registrar of companies.
RTGS	Real Time Gross Settlement.
SEBI	Means the Securities and Exchange Board of India
Secured Obligations	means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) obligations of the Issuer to the Secured Parties under the Transaction Documents, including without limitation, the payment of Interest, principal amounts, default interest, additional interest, liquidated damages and all costs, charges, expenses and other amounts payable by the Issuer in respect of the Debentures.
Secured Parties	means collectively, the Debenture Holders and the Debenture Trustee, and " Secured Party " shall be construed accordingly.
Super Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
Super Majority Resolution	means resolution approved by such number of Debenture Holders that represent more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting or if a poll is demanded, by such number of Debenture Holders that represent more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting in such poll.
Supervisory Authorities	Means the RBI, and, to the extent applicable, SEBI

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Tax	means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Applicable Law by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Issuer under the DTD.
Tax Deduction	means a deduction or withholding for or on account of Tax from a payment under a Transaction Document pursuant to Applicable Law.
Testing Date	means the date occurring on the expiry of a period of 45 (forty five) calendar days of each Quarterly Date.
Total Assets	means, for any date of determination, the total Assets of the Issuer on such date, including owned, securitised and managed (non-owned) portfolio of the Issuer.
TDS	Tax Deducted at Source.
Transaction Documents	means: (a) the DTD; (b) the Debenture Trustee Agreement; (c) the Deed of Hypothecation; (d) the GOI Guarantee; (e) the Debt Disclosure Documents; (f) each tripartite agreement between the Issuer, the Registrar and any Depository; (g) the letters issued by, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee, and/or the Registrar; and (h) any other document that may be designated as a Transaction Document by any of the Secured Parties, and " Transaction Document " means any of them.
Transaction Security	Means the security interest created or to be created in favour of the Debenture Trustee to secure this Issue, being, inter alia, a first ranking exclusive and continuing charge to be created over the Charged Receivables.
WDM	Wholesale Debt Market segment of the BSE
Wilful Defaulter	Means any company who is categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI and includes an company whose director or promoter is categorized as such

SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Debentures is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Information Memorandum does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Information Memorandum to be filed or submitted to the SEBI for its review and/or approval.

This Information Memorandum has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and applicable RBI regulations governing private placements of debentures by NBFCs. This Information Memorandum has been prepared solely to provide general information about the Issuer to Eligible Investors (as defined below) to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Information Memorandum does not purport to contain all the information that any Eligible Investor may require. Further, this Information Memorandum has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used only for the purposes set forth herein.

Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential investor ("**Investor**") contemplating subscription to any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyse such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum are adequate and in conformity with the SEBI Debt Listing Regulations. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum or any other material issued by or at the instance of the Issuer and anyone placing reliance on any source of information other than this Information Memorandum would be doing so at its own risk.

This Information Memorandum and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

No invitation is being made to any persons other than those to whom Application Forms along with this Information Memorandum being issued have been sent. Any application by a person to whom the Information Memorandum has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Information Memorandum may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Information Memorandum) without retaining any copies hereof. If any recipient of this Information Memorandum decides not to participate in the Issue, that recipient must promptly return this Information Memorandum and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

The Issuer does not undertake to update the Information Memorandum to reflect subsequent events after the date of Information Memorandum and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer.

Neither the delivery of this Information Memorandum nor any sale of the Debentures made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

This Information Memorandum does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Information Memorandum in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves of, and to observe, any such restrictions. The Information Memorandum is made available to potential Investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the Section 8.14 titled "Eligible Investors" of this Information Memorandum, who shall be/have been identified upfront by the Issuer. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. Any disputes arising out of this Issue will be subject to the jurisdiction of such courts and tribunals as is specified in the Transaction Documents. This Information Memorandum does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.3 ISSUE OF DEBENTURES IN DEMATERIALIZED FORM

The Debentures will be issued in dematerialized form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialized form. Investors will have to hold the Debentures in dematerialized form as per the provisions of Depositories Act. The Issuer shall take necessary steps to credit the Debentures allotted to the beneficiary account maintained by the Investor with its depository participant. The Issuer will make the Allotment to the Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realization of the Application Money.

2.4 DISCLAIMER OF THE RESERVE BANK OF INDIA

The Debentures have not been recommended or approved by the RBI nor does RBI guarantee the accuracy or adequacy of this document. It is to be distinctly understood that this document should not, in any way, be deemed or construed that the securities have been recommended for investment by the RBI. It does not take any responsibility either for the financial soundness of the Issuer, or the securities being issued by the Issuer or for the correctness of the statements made or opinions expressed in this document. Potential investors may make investment decision in the securities offered in terms of this Information Memorandum solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/ repayment of such investment.

2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES

Ratings are opinions on credit quality and are not recommendations to sanction, renew, disburse or recall the concerned bank facilities or to buy, sell or hold any security. The Rating Agency has based its ratings on information obtained from sources believed by it to be accurate and reliable. The Rating Agency does not, however, guarantee the accuracy, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. Most entities whose bank facilities/instruments are rated by the Rating Agency have paid a credit rating fee, based on the amount and type of bank facilities/instruments.

2.6 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Information Memorandum has been/will be filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the BSE warrant that the Issuer's Debentures will be listed within 20 (twenty) days from intimation by the Debenture Trustee or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.7 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Information Memorandum should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum.

SECTION 3: RISK FACTORS

The following are the risks relating to the Company, the Debentures and the market in general envisaged by the management of the Company. Potential Investors should carefully consider all the risk factors stated in this Information Memorandum for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. The ordering of the risk factors is intended to facilitate ease of reading and reference and does not in any manner indicate the importance of one risk factor over another. Potential Investors should also read the detailed information set out elsewhere in this Information Memorandum and/or the Private Placement Offer Letter and reach their own views prior to making any investment decision.

3.1 THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity. Potential Investors may have to hold the Debentures until redemption to realize any value.

3.2 REPAYMENT IS SUBJECT TO THE CREDIT RISK OF THE ISSUER.

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer. Potential Investors assume the risk that the Issuer will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Issuer, the payment of sums due on the Debentures may not be made or may be substantially reduced or delayed.

3.3 CHANGES IN INTEREST RATES MAY AFFECT THE PRICE OF DEBENTURES.

All securities where a fixed rate of interest is offered, such as this Issue, are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of fixed income securities fall and when interest rates drop, the prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or a growing economy, are likely to have a negative effect on the pricing of the Debentures.

3.4 CREDIT RISK & RATING DOWNGRADE RISK

The Rating Agency has assigned the credit ratings to the Debentures. In the event of deterioration in the financial health of the Issuer, there is a possibility that the Rating Agency may downgrade the rating of the Debentures. In such cases, potential Investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.

3.5 TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

Special tax considerations and legal considerations may apply to certain types of investors. Potential Investors are urged to consult with their own financial, legal, tax and other advisors to determine any financial, legal, tax and other implications of this investment.

3.6 ACCOUNTING CONSIDERATIONS

Special accounting considerations may apply to certain types of taxpayers. Potential Investors are urged to consult with their own accounting advisors to determine implications of this investment.

3.7 MATERIAL CHANGES IN REGULATIONS TO WHICH THE ISSUER IS SUBJECT COULD IMPAIR THE ISSUER'S ABILITY TO MEET PAYMENT OR OTHER OBLIGATIONS.

The Issuer is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

3.8 LEGALITY OF PURCHASE

Potential Investors in the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of their incorporation or the jurisdiction in which they operate or for compliance by that potential Investor with any law, regulation or regulatory policy applicable to it.

3.9 POLITICAL AND ECONOMIC RISK IN INDIA

The Issuer operates only within India and, accordingly, all of its revenues are derived from the domestic market. As a result, it is highly dependent on prevailing economic conditions in India and its results of operations are significantly affected by factors influencing the Indian economy. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Issuer has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.

3.10 RISKS RELATED TO THE BUSINESS OF THE ISSUER

- (a) Majority of the Issuer's loans are unsecured and the clients of these loans are of the high risk category and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.*

The loans provided by the Issuer are unsecured and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the loan loss reserves are insufficient to cover future loan losses, the financial condition of the Issuer and results of operations may be materially and adversely affected.

As per the Audited financials as on March 31, 2020, the gross NPA was Rs 48.86 crores on a gross portfolio of Rs 4008.80 Crores (including managed / portfolio of Rs. 416.83 Crores).

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of the impaired loans in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control, such as over-extended member credit that we are unaware of. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.

The Issuer's current loan loss reserves may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of the Issuer's total loan portfolio. As a result, if the quality of the Issuer's total loan portfolio deteriorates the Issuer may be required to increase the loan loss reserves, which will adversely affect the Issuer's financial condition and results of operations. The Issuer's members largely belong to low-income segment and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that the Issuer's monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer is unable to control or reduce the level of its NPAs or poor credit quality loans, the Issuer's financial condition and results of the Issuer's operations could be materially and adversely affected.

(b) *The Issuer's business operates through a large number of rural and semi urban branches and is exposed to operational risks including fraud*

The Issuer is exposed to operational risks, including fraud, petty theft and embezzlement, as it handles a large amount of cash due to high volume of small transactions. This could harm its operations and its financial position.

As the Issuer handles a large amount of cash through a high volume of small transactions taking place in its network, the Issuer is exposed to the risk of fraud or other misconduct by its employees or outsiders. These risks are further compounded due to the high level of delegation of power and responsibilities that the Issuer's business model requires. Given the high volume of transactions processed by the Issuer, certain instances of fraud and misconduct may go unnoticed before they are discovered and successfully rectified. Even when the Issuer discovers such instances of fraud or theft and pursue them to the full extent of the law or with its insurance carriers, there can be no assurance that the Issuer will recover any such amounts. In addition, the Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

The Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a strong MIS system that has a wide range of data that can be used to monitor financial and operational performance.

To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

(c) *Loans due within two years account for almost all of the Issuer's interest income, and a significant reduction in short term loans may result in a corresponding decrease in its interest income*

All of the loans the Issuer issues are due within approximately three years of disbursement. The relatively short-term nature of the Issuer's loans means that the Issuer's long-term

interest income stream is less certain than if a portion of its loans were for a longer term. In addition, the Issuer's customers may not obtain new loans from the Issuer upon maturity of their existing loans, particularly if competition increases. The potential instability of the Issuer's interest income could materially and adversely affect the Issuer's results of operations and financial position.

The loans given by the issuer are at fixed interest rate, and the tenor of the underlying asset has increased from one year to two year which has provided stability to the portfolio and interest income and has also smoothed operating expense.

(d) *The Issuer is exposed to certain political, regulatory and concentration of risks*

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other states. If it is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

(e) *Large scale attrition, especially at the senior management level, can make it difficult for the Issuer to manage its business.*

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the vehicle finance, banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

(f) *The Issuer's business and results of operations would be adversely affected by strikes, work stoppages or increased wage demands by employees*

The employees are not currently unionized. However, there can be no assurance that they will not unionize in the future. If the employees unionize, it may become difficult to maintain flexible labour policies, and could result in high labour costs, which would adversely affect the Issuer's business and results of operations.

(g) *The Issuer's insurance coverage may not adequately protect it against losses. Successful claims that exceed its insurance coverage could harm the Issuer's results of operations and diminish its financial position*

The Issuer maintains insurance coverage of the type and in the amounts that it believes are commensurate with its operations and other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.

In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on

(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

- (h) *Issuer requires certain statutory and regulatory approvals for conducting business and failure to obtain or retain them in a timely manner, or at all, may adversely affect operations.***

Non-Banking Financial Companies in India are subject to strict regulation and supervision by the RBI. The Issuer requires certain approvals, licenses, registrations and permissions for operating, including registration with the RBI as a non deposit taking NBFC (NBFC-ND) micro-finance institution. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. Additionally, the Issuer may need additional approvals from regulators to introduce new insurance and other fee based products to its members. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. In addition, branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishment laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, business may be adversely affected. If the Issuer fails to comply, or a regulator claims that the Issuer has not complied with any of these conditions, its certificate of registration may be suspended or cancelled and the Issuer shall not be able to carry on such activities.

- (i) *Competition from banks and financial institutions, as well as state-sponsored social programs, may adversely affect our profitability and position in the Indian lending industry***

The Issuer faces most significant competition from other NBFC-MFIs, NBFCs and banks in India. Many of the institutions with which Issuer competes have greater assets and better access to, and lower cost of, funding than the issuer. In certain areas, they may also have better name recognition and larger member bases than Issuer. Issuer anticipates that it may encounter greater competition as they continue expanding the operations in India, which may result in an adverse effect on the business, results of operations and financial condition.

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended 31.03.2020, 31.03.2019, and 31.03.2018 are set out in **Annexure VI** hereto.

SECTION 5: REGULATORY DISCLOSURES

The Information Memorandum is prepared in accordance with the provisions of SEBI Debt Listing Regulations and in this section, the Issuer has set out the details required as per Schedule I of the SEBI Debt Listing Regulations.

5.1 Documents Submitted to the Stock Exchanges

The following documents have been / shall be submitted to the BSE:

- (i) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (ii) Copy of last 3 (Three) years audited Annual Reports;
- (iii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (iv) Copy of the board resolution dated 9th July, 2020 read together with the resolution dated 22nd September, 2020 of the Executive Committee of the board of directors, together with a list of authorised signatories;
- (v) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the DTD would be executed within the time frame prescribed in the relevant regulations/acts/rules etc. and the same would be uploaded on the website of the BSE, where the debt securities have been listed, within 5 (five) working days of execution of the same;
- (vi) Where applicable, an undertaking that permission/consent from the prior creditor for a second or *pari passu* charge being created, in favor of the trustees to the proposed issue has been obtained; and
- (vii) Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

5.1 A Documents Submitted/ to be Submitted to the Debenture Trustee

The following documents have been / shall be submitted to the Debenture Trustee in electronic form (soft copy) on or before the Deemed Date of Allotment:

- (i) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (ii) Copy of last 3 (Three) years audited Annual Reports;
- (iii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (iv) Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any;
- (v) An undertaking to the effect that the Issuer would, til the redemption of the debt securities, submit the details mentioned in point (iv) above to the Debenture Trustee within the timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 read with the /Uniform Listing Agreement as prescribed in SEBI's circular no. CFD/CMD/6/2015 dated October 13, 2015, each as amended from time to time, for furnishing / publishing its half yearly/ annual results. Further, the Issuer shall within 180 (One Hundred and Eighty) days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing debenture-holders within 2 (Two) working days of their specific request;

(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

5.2 Name and Address of the following:

(a) Issuer information:

Name: Annapurna Finance Private Limited

Corporate Identification Number: U65999OR1986PTC015931

Registered Office of Issuer: Plot No. 1215/1401, Khandagiri Bari,
In front of Jayadev Vatika,
Bhubaneswar – 751 030

Corporate office of the Issuer: Plot No. 1215/1401, Khandagiri Bari,
In front of Jayadev Vatika,
Bhubaneswar – 751 030

Compliance Officer of the Issuer: Mr. Subrata Pradhan, Company Secretary
Plot No. 1215/1401, Khandagiri Bari,
In front of Jayadev Vatika,
Bhubaneswar – 751 030
Email: subrata.pradhan@ampl.net.in

Contact Person: Mr. Subrata Pradhan, Company Secretary
Plot No. 1215/1401, Khandagiri Bari,
In front of Jayadev Vatika,
Bhubaneswar – 751 030

CFO of the Issuer: Mr. Satyajit Das
Plot No. 1215/1401, Khandagiri Bari,
In front of Jayadev Vatika,
Bhubaneswar - 751 030

**(b) Arrangers, if any,
of the Instrument:**

Fortwise Capital Private Limited
A-704, Plot No. 26, Jay Balaji CHS Limited, Sector 6,
Nerul, Thane – 400706 Maharashtra

(c) Auditors of the Issuer:

S.R. Batliboi & Associates LLP (Ernst and Young)
Address: 22, Camac Street, Kolkata 700016.

(d) Trustee to the Issue:

Catalyst Trusteeship Limited
Address: Windsor, 6th Floor, Office No - 604,
C.S.T. Road, Kalina, Santacruz (East),
Mumbai – 400098

(e) Registrar to the Issue:

NSDL Database Management Limited,
Address: Trade World, A – Wing, 4th & 5th Floors,
Kamala Mills Compound, Lower Parel,
Mumbai - 400013

(f) Rating Agency:

CRISIL Limited
Address: CRISIL House,
Central Avenue, Hiranandani Business Park,
Powai, Mumbai – 400076

A brief summary of business / activities of the Issuer and its line of business:

(a) Overview

The Company is a non-deposit taking NBFC-MFI registered with the RBI under the Reserve Bank of India Act, 1934, bearing registration number B-04.00027 dated March 06, 2013 and is engaged in the business of microfinance.

The main objects and primary objectives of the Company shall be to operate a sustainable microfinance institution that will offer a wide variety of financial and non-financial products and services and access to capital primarily to the poor and to small and medium entrepreneurs (i.e., individuals who, at the time of enrollment, are financially impoverished as a result of low income and lack of financial resources) in accordance with applicable laws.

Annapurna has its head office in Bhubaneswar and operates in mainly rural areas with a good presence in semi urban areas and small presence in urban areas. The Company is present mainly in the state of Odisha, Chhattisgarh, Madhya Pradesh, Assam, Maharashtra, Bihar, Meghalaya, Tripura, Jharkhand, Rajasthan, Punjab, West Bengal, Gujarat, Himachal Pradesh, Tamil Nadu, Karnataka, Uttrakhand & Haryana operating through its 732 branches (including regional offices).

Vision and Mission

Vision: Establishment of a self -sustainable and economically empowered rural, tribal & sub-urban society.

Mission: Empowerment of 20,00,000 poor women and households for their economic security by 2020. Bring recognition, legitimacy, respect and opportunity for 5,00,000 micro-entrepreneurs by 2020.

(b) Key investment positives

Experienced promoter and second line of management

Mr. Gobinda Chandra Pattanaik of Odisha promotes the Issuer. Mr. Gobinda Chandra Pattanaik (MD) and Mr. Dibyajyoti Pattanaik (Director) lead the Issuer. The promoter of the Issuer has more than two decades of experience in micro-financing activity. Mr. Gobinda Chandra Pattanaik is managing the affairs of the company along with a professional team. The Issuer has a record of accomplishment of over two decades and has been working towards socio-economic development in the state of Odisha since 1990.

The Company senior management team has a lot of experience across sectors such as microfinance, retail lending, finance, audit, risk and development. Several members of the senior management have been associated with the company from a long time and have risen from the ranks. The attrition rate of the senior management level has been low and there have been very few exit of senior team member in the recent years. The Issuer has a dedicated department / function heads with no functional overlaps.

Through its management associate programme, the Issuer has been able to recruit trained professional with the desired skill set from reputed educational institution. Many of the senior management professional have been recruited through this programme.

Strong underwriting and risk management capabilities

Annapurna has also strengthened its risk management practice in the last few years. The Issuer has established an in-house geo information system to facilitate early identification of any potential issues across geographies. This not only enables the Issuer maintain sound asset quality performance in its existing regions but also assists in identification of newer regions with high growth potential and low risk. Self-help group model of lending along with sound ground level and internal audit processes have also helped Annapurna maintain strong asset quality performance in its core geographies of Odisha and Chhattisgarh over the years.

Strong PE backing

The existing promoters as well as institutional investors have demonstrated support to the Issuer by way of equity infusion at regular intervals. Such infusion has helped the company increase its scale of operations and increase its market presence. Regular equity infusion has resulted in healthy Capital Adequacy Ratio (CAR) for the company despite high growth in the portfolio size. Overall CAR improved from 25.23% as on March 31, 2019 to 26.74% as on March 31, 2020.

Strong Corporate Governance

The Issuer has an established operational set-up and governance framework backed by a professional management team and experienced Board of Directors (BoD) comprising 12 members out of which two are promoter-directors and the remaining are nominee directors of the investors and other Independent directors. Majority of the ownership of AFPL is with institutional investors like Women's World Banking Asset Management, Asian Development Bank ("ADB"), Oman India Joint Investment Fund, Belgium Investment Company, SIDBI and Oikocredit Ecumenical Development Cooperative Society. ADB took stake in the company in FY19.

All the members of the existing board of directors of the Company have good and sound reputation. The board meeting takes place on a quarterly basis and the minutes of the meetings are well documented. The board of directors is provided with financial and operational information in a format which enables it to provide informed oversight to the organisation.

Company Credit Rating

The Company is rated "CRISIL A-; Stable" (pronounced as Single A Minus; Outlook: Stable) by CRISIL Ratings Limited. This rating has been assigned based on the long track record of the promoters in the microfinance industry, diversified resource profile, established operational set-up and governance framework and comfortable capitalisation and liquidity profile.

(c) Corporate Structure

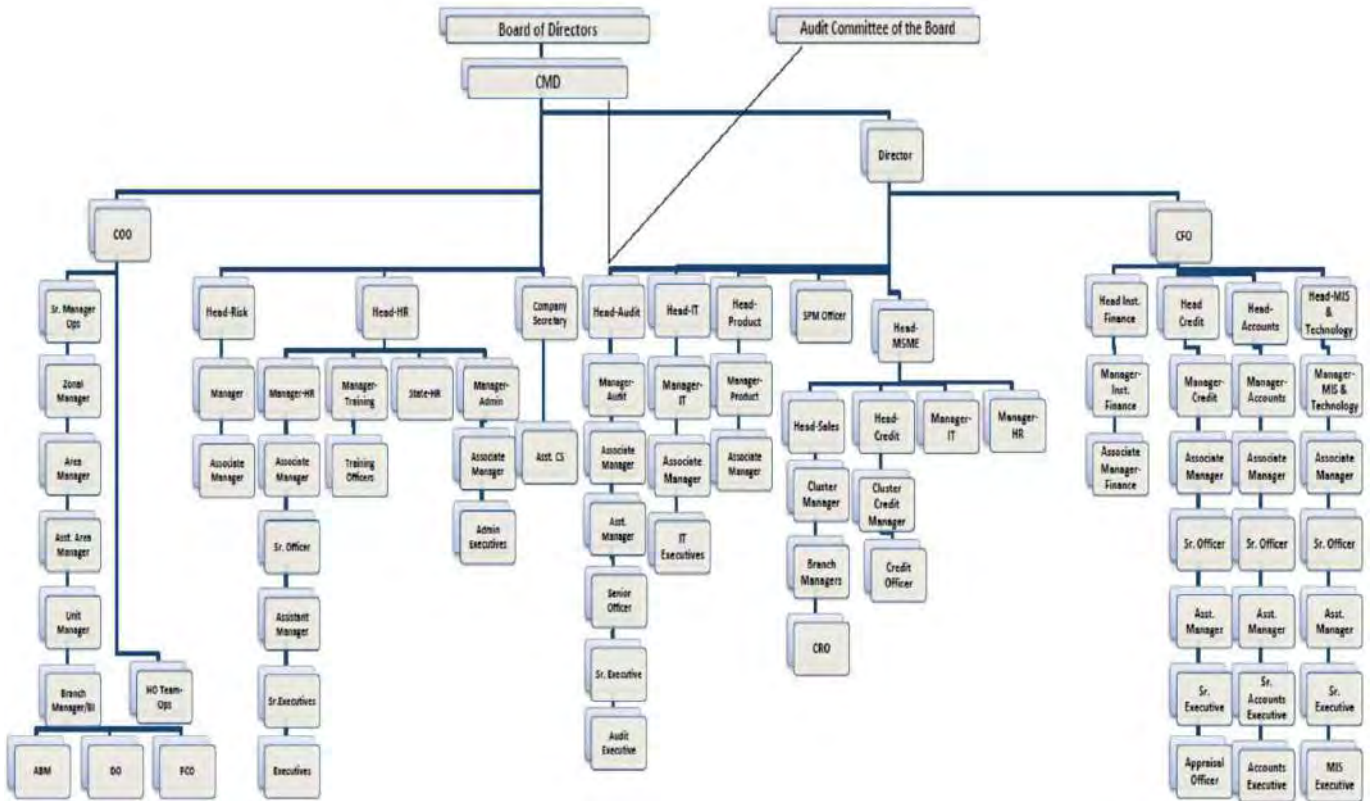
Brief Profile of the Board of Directors

Board of Directors		
Name	Designation	Experience
Mr. Gobinda Chandra Pattanaik	Managing Director	Mr. Pattanaik has in-depth understanding of finance and has more than two decade of experience in implementing various developmental and micro enterprise activities. He is well known in the development sector for his thoughtful and innovative approaches. He long dreamt about setting up of this institution to be a pioneer in the field of women empowerment by creating sustainable livelihood avenues for them. He has also played key role in setting up various community based institutions; is an advisor to various District Administrations; besides being a member in various committee formed by the State Govt.
Mr. Dibyajyoti Pattanaik	Director	Mr. Pattanaik has over 13 years of experience in finance, micro- enterprise development and development sector consulting. He has worked with Public and Development Sector institutions in various roles before joining Peoples' Forum as Program Head & CFO in 2007. He played a crucial role in the transformation of mission Annapurna to Annapurna Finance Private Limited, which is now operating as an NBFC-MFI across 17 states of India.
Mr. Krishna Kumar Tiwary	Independent Director	Mr. Tiwary is a senior Chartered Accountant and has the expertise in various fields of audit, taxation, Project consultancy, Micro Finance, NBFC takeovers and financing activities. He has years of experience in development, control, audit and monitoring on finance activities.
Mr. Sean Leslie Nossel	Independent Director	Mr. Nossel has 22 years of immense experience in the field of Insurance, Investment Banking, Structure Finance, Private Equity and Financial Markets. He has worked with JP Morgan Investment Bank, US as an Executive Director prior to his assignments with global Corporate like ABN AMRO Securities and Liberty Life. He is currently with Resolution Group heading the US acquisitions.
Mr. Ashok Ranjan Samal	Independent Director	Mr. Samal has rich experience of more than 32 years in development banking with diverse and long association with Micro Finance sector. He was serving as General Manager at SIDBI's Head Office Lucknow looking after SIDBI Foundation for Microcredit (SFMC).
Mr. Florian Christoph Grohs	Nominee Director	Mr. Grohs has more than 20 years of experience, in the development sector, having spent the last 15 years focused on rural finance and financial inclusion. Most of that time he worked for Oikocredit where he has held different positions including Director of Credit where he was responsible for the institution's portfolio of approximately £900 Mn and managing 33 offices worldwide. He has also held several board positions in investee companies in Eastern Europe, as well as in Maanaveeya, Oikocredit Indian subsidiary.
Ms. Christina Stefanie Juhasz	Nominee Director	Ms. Juhasz is the Chief Investment Officer of Women's World Banking Asset Management. She has worked for the organization since 2007, managing the Capital Partners Fund, directing equity investment into Women's World Banking's network members and other women-focused finance institutions, in order to provide responsible growth capital and demonstrate the business case for investing in women. Prior to joining the organization, she worked for the Deutsche Bank, Merrill Lynch, and the U.S. Army.

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Mr. Satish Chavva	Nominee Director	Mr. Chavva has over 18 years of experience including 12 years in Private Equity. Prior to joining OIJIF, he was an Investment Director at TRG (The Rohatyn Group) and earlier with CVCI (Citi Venture Capital International) working at their London and Mumbai offices. In that role, Mr. Chavva has been actively involved through the various stages of investment cycle – originating and evaluating opportunities, monitoring and exiting the investment. He served on the boards of YOU Broadband, Sansera Engineering and SkyVision. Prior to working in private equity, he worked as an Investment Banker with Citigroup in London. He has also worked with IBM in London and Trilogy in Austin(Texas).
Mr. Sunit Vasant Joshi	Nominee Director	Mr. Sunit Vasant Joshi is rank-holder Chartered Accountant with thorough knowledge of Indian banking industry, including regulatory aspects, as also extensive international exposure, especially to financial markets in the UK. Retired from SBI as Chief General Manager supervising over 2,000 direct and indirect reports and managing a portfolio of over Rs.1,00,000 crore. Presently he is a member of the Board of Directors in a capacity of Independent Director at IFCI Financial Services Limited and a member in the Board of Trustee as Canara Robeco Mutual Fund. Mr. Joshi has more than 42 years of rich experience in banking, finance & investment sector. Mr Joshi is a Chartered Accountant (CA); and hold other degrees such as CAIIB, M.Com, B.Com.
Ms. Laetitia Counye	Nominee Director	Ms. Laetitia has 18 years of immense experience in the field of Investment Banking, Private Equity and Financial Markets. She has worked with Bureau Van Ransbeeck, Incofin Investment Management, Partners @ Venture Securities and Liberty Life. She is currently working as Senior Investment Officer in Belgian Investment Company for Developing countries.
Ms. Dhara Jitendra Mehta	Nominee Director	Ms. Mehta is CA, LLB with 13 years of post-qualification work experience in venture capital fund, private equity, tax and regulatory aspects of corporate restructuring, transactions and mergers & acquisitions. She has been with SIDBI Venture Capital Limited (“SVCL”) (Investment Manager of Samridhi Fund) since 2011 and with Samridhi Fund since its inception in 2013 and was part of the core team that set up Samridhi Fund. At SVCL, she has been involved in Fund raise, Fund structuring, Fund management, Investor Relations, Compliances and Investment, monitoring and exits of Portfolio Companies. She has played an active role representing SVCL on the Boards of several portfolio companies across diverse sectors as a Director and Observer and helped companies-built systems, processes, financial management and corporate governance. Currently she is appointed as a Nominee Director on a total of 9 Portfolio Companies of Samridhi Fund. Prior to joining SVCL, she has worked with Big 4 accounting firms for more than 3 years in merger and acquisitions tax field.
Mr. Prakash Kumar	Nominee Director	Mr. Kumar carries around 25 years of experience in SIDBI in varied areas such as MSME Financing, Microfinance, Recovery and NPA Management, Business Process Re- engineering etc. Prior to joining SIDBI, he worked for 2 years at Biotech Consortium India Limited. He is currently Director and Chief General Manager, Swablamban Academic Centre (SAC), SIDBI Training Centre, Bhubaneswar, since, June 2019. Prior to this he led the SIDBI Foundation for Microcredit (SFMC) a pioneering department of SIDBI engaged in promotion, development and finance of Microfinance Sector in the country, for four years. He also been the team leader of prestigious Poorest State Inclusive Growth (PSIG) Project. He is a Graduate in Chemical Engineering from IIT Delhi and Masters in Financial Management from NMIMS, Mumbai. He has been invited as speaker in several training programmes / Conferences / Seminars concerning MSME financing & development .

Organization Chart



(g) **Key Operational and Financial Parameters for the last 3 audited years on a consolidated basis (wherever available) else on a standalone basis**

Parameters	Audited (Indian GAAP)	Audited (Indian GAAP)	Audited (Indian GAAP)
	31-Mar-18	31-Mar-19	31-Mar-20
Net worth	242.65	596.39	690.11
Total Debt	1,686.24	2,531.45	3821.63
- Non current maturities of long term Borrowings	839.81	1387.18	2137.37
- Short Term Borrowings	78	99	201.00
- Current maturities of long term Borrowings	768.43	1045.26	1483.26
Net Fixed Assets	6.55	11.52	13.86
Non-Current Assets	107.39	113.93	160.55
Cash and Cash equivalents	270.28	459.38	700.60
Current investments	-	-	-
Current Assets	74.53	173.53	373.34
Current liabilities	66.24	110.04	148.71

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Non Current Liabilities	28.5	29.33	34.84
Assets Under Management	1,564.88	2,508.85	3446.95
Off Balance Sheet Assets	355.52	493.39	561.85
Interest Income	273.16	385.63	588.30
Interest Expense	168.42	214.3	342.31
Provisioning & Write Offs	49.13	14.53	35.21
PAT	9.55	58.24	91.09
Gross NPA (%)	2.11%	1.27%	0.01
Net NPA (%)	0.30%	0.10%	0.00
Tier I Capital Adequacy Ratio (%)	13.29%	22.30%	19.05%
Tier II Capital Adequacy Ratio (%)	5.39%	2.93%	5.14%

Parameters	Audited (Ind AS)
	31-Mar-20
Total Equity	765.55
Total Debt	3907.34
Net Fixed Assets	13.88
Cash and Cash equivalents	700.27
Current investments	-
Assets Under Management	4,008.80
Off Balance Sheet Assets	416.83
Interest Income	632.03
Interest Expense	356.35
Provisioning & Write Offs	60.53
PAT	82.89
Tier I Capital Adequacy Ratio (%)	20.36%
Tier II Capital Adequacy Ratio (%)	6.38%

Gross Debt : Equity Ratio of the Company as of June,2020:

Before the issue of debt securities	5.10
After the issue of debt securities	5.17

Calculations

Before the Issue, debt-to-equity ratio is calculated as follows: -

Debt	3907.34
Equity	765.55
Debt/Equity	5.10

Subsequent to the Issue, debt-to-equity ratio shall be calculated as follows:

Debt	3957.34
Equity	765.55
Debt/Equity	5.17

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(h) Project cost and means of financing, in case of funding new projects: NA

5.3 Brief history of Issuer since its incorporation giving details of its following activities:

(a) Details of Share Capital as on last quarter end, i.e., June 30, 2020

Share Capital	Rs.
Authorized	
8,30,00,000 equity shares of Rs.10/- each	83,00,00,000.00
30,00,000 preference shares of Rs.10/-each	3,00,00,000.00
TOTAL	86,00,00,000.00
Issued, Subscribed and Fully Paid- up	
686,99,648 Equity shares of Rs.10/- each	68,69,96,480.00
3,000,000 0.0001% Compulsory Convertible Preference Shares (CCPS) of Rs.10/- each	3,00,00,000.00
TOTAL	71,69,96,480.00

(b) Changes in its capital structure as on last quarter end i.e., June 30, 2020 for the last five years:

Date of Change (AGM/EGM)	Financial Year in which the change was effected	Authorised Capital in Rs.	Particulars
30.11.2009	As on FY 2009-10	5,00,00,000	Increase from Rs. 30,00,000
15.12.2010	FY 2010-11	8,00,00,000	Increase from Rs. 500,00,000
10.06.2012	FY 2012-13	18,00,00,000	Increase from Rs 800,00,000
13.01.2014	FY 2014-15	35,00,00,000	Increase from Rs 1800,00,000
28.09.2015	FY 2015-16	38,00,00,000	Increase from Rs 3500,00,000
08.02.2016	FY 2015-16	43,00,00,000	Increase from Rs 3800,00,000
16.06.2017	FY 2017-18	56,00,00,000	Increase from Rs 4300,00,000
04.05.2018	FY 2018-19	71,00,00,000	Increase from Rs 56,00,00,000
24.12.2018	FY 2018-19	86,00,00,000	Increase from Rs 71,00,00,000

(c) Equity Share Capital History of the Company as on last quarter end i.e. June 30, 2020 for the last five years

Date of Allotment	Name of Investor	No of Equity Shares	Face Value (in Rs)	Issue Price (in Rs)	Type of Consideration (Cash, other than cash, etc)	Nature of Allotment	Cumulative			Remarks
							No of Equity Shares	Equity Share Capital (Rs in Crore)	Equity Share Premium (Rs in Crore)	
10.06.15	STCL, Samridhi Fund (CCD conversion)	53,61,930	10	44.76	Conversion	Conversion	2,95,57,004	29.55	45.80	Nil
24.02.16	DCB Bank	1,824,151	10	54.82	Cash	Private Placement	31,381,155	31.38	53.97	Nil
25.05.16	OIKO Credit	4,968,063	10	70.45	Cash	Private Placement	36,349,218	36.34	83.97	Nil
30.06.17	Bamboo Financial Inclusions Fund II	34,06,757	10	95.00	Cash	Private Placement	3,97,55,975	39.75	112.92	Nil
07.07.17	BIO	15,00,000	10	95.00	Cash	Private Placement	4,12,55,975	41.25	125.67	Nil
07.07.17	OIKO	15,10,526	10	95.00	Cash	Private Placement	4,27,66,501	42.76	138.50	Nil
05.01.18	SIDBI (OCPS conversion)	2,54,907	10	39.23	Conversion	Conversion	4,30,21,408	43.02	139.24	Nil
01.06.18	Oman Indian Joint investment Fund	1,000	10	107.48	Cash	Private Placement	4,30,22,408	43.02	139.24	Nil
21.08.18	Oman Indian Joint investment Fund (CCPS Conversion)	1,39,88,538	10	110.81	Conversion	Conversion	5,70,10,946	57.01	280.25	Nil
01.02.19	Asian Development Bank	1,16,88,702	10	117.75	Cash	Private Placement	6,86,99,648	68.69	406.196	Nil

Notes (If Any):

1. On November 30, 2016, RIF East 2 has transferred 58,00,000 equity shares to Women's World Banking Partners, LP.
2. On December 26, 2018, STCL, Samridhi Fund has transferred 40,59,404 equity shares to Oman India Joint investment Fund.
3. On February 8, 2019, Incofin RIF East II has transferred 27,68,497 equity shares to Gobinda Chandra Pattanaik (4,67,612 Equity shares), Oiko credit (10,61,947 Equity shares) & Bamboo Financial Inclusion Fund II (12,38,938 Equity shares).

(d) Details of any Acquisition or Amalgamation in the last 1 (one) year:

There has been no acquisition or amalgamation in the last 1 (one) year.

(e) Details of any Reorganization or Reconstruction in the last 1 (one) year:

There has been no reorganisation or reconstruction in the last one year.

5.4 Details of the shareholding of the Company as on the latest quarter end

(a) Shareholding pattern of the Company as on last quarter end, i.e. June 30, 2020

Sr. No.	Name of the Shareholder / Particulars	Class	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
Equity Shareholding Pattern					
1	Mr. Gobinda Chandra Pattanaik	Ordinary Equity Shares	67,60,343	9.84	Nil
2	Mr. Dibyajyoti Pattanaik	Ordinary Equity Shares	66,200	0.01	Nil
3	BIO	Ordinary Equity Shares	9527723	13.87	Nil
4	SIDBI	Ordinary Equity Shares	12,54,907	1.83	12,54,907
5	SIDBI Venture Capital Ltd, STCL, Samridhi Fund	Ordinary Equity Shares	15,42,449	2.25	15,42,449
6	DCB Bank Ltd.	Ordinary Equity Shares	18,24,151	2.66	18,24,151
7	Oikocredit Ecumenical Development Cooperative Society U.A.	Ordinary Equity Shares	75,40,536	10.98	Nil
8	Women's World Banking Capital Partners, LP	Ordinary Equity Shares	58,00,000	8.44	Nil
9	Bamboo Financial	Ordinary Equity Shares	46,45,695	6.76	Nil
10	Oman India Joint Investment Fund II	Ordinary Equity Shares	180,48,942	26.27	180,48,942
11	Asian Development Bank	Ordinary Equity Shares	116,88,702	17.01	116,88,702
	Total		686,99,648	100.00	3,25,35,000
Preference Shareholding Pattern					
1	AIDS Awareness Trust of Orissa	CCPS	30,00,000	100.00	Nil
	Total		30,00,000	100.00	

Notes: Details of shares Pledged or encumbered by the promoters (if any): None

(b) List of top 10 holders of equity shares of the Company as on the latest quarter end, i.e. June 30, 2020:

S. No.	Name of the Shareholder / Particulars	Class	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1.	Oman India Joint Investment Fund II	Ordinary Equity Shares	18,048,942	26.27	18,048,942
2.	Asian Development Bank	Ordinary Equity Shares	11,688,702	17.01	11,688,702
3.	BIO	Ordinary Equity Shares	9,527,723	13.87	Nil
4.	Oikocredit Ecumenical Development Cooperative Society U.A.	Ordinary Equity Shares	7,540,536	10.98	Nil
5.	Mr. Gobinda Chandra Pattanaik	Ordinary Equity Shares	6,760,343	9.84	Nil
6.	Women's World Banking Capital Partners, LP	Ordinary Equity Shares	5,800,000	8.44	Nil
7.	Bamboo Financial Inclusions Fund II	Ordinary Equity Shares	4,645,695	6.76	Nil
8.	DCB Bank Ltd.	Ordinary Equity Shares	1,824,151	2.66	1,824,151
9.	SIDBI Venture Capital Ltd, STCL, A/c - Samridhi Fund	Ordinary Equity Shares	1,542,449	2.25	1,542,449
10.	SIDBI	Ordinary Equity Shares	1,254,907	1.83	1,254,907

List of top 10 holders of preference shares of the Company as at June 30, 2020

S. No	Name of the shareholder/Particulars	Total Number of Compulsorily Convertible Preference shares	Number of shares held in Dematerialized Form	Total Shareholding as a % of total no. of preference shares.
1	AIDS Awareness Trust of Orissa	30,00,000	Nil	100%

5.5 Following details regarding the directors of the Company:

(a) Details of the current directors of the Company:

This table sets out the details regarding the Company's Board of Directors as on date of this Information Memorandum

Sl. No.	Name of the Directors	Age	Designation	Address	DIN	PAN	Director of the company since	Details of other directorship
1	Mr. Gobinda Chandra Pattanaik	51	Managing Director	Palla, Pallatotapada, Khurdha, Odisha-752056	02716330	AJEPP2669K	25-06-2012	Nil
2	Mr. Dibyajyoti Pattanaik	42	Director	Palla, Konark Nagar, Pallatotapada, Khurdha, Odisha- 752056	02764187	AMUPP2199K	25-06-2012	Nil
3	Mr. Krishna Kumar Tiwary	48	Independent Director	A-36/51-E, Kajjarpura Konia Road, Varanasi-221001, Uttar Pradesh	02914614	ABRPT3587D	13-02-2012	Save Solutions Private Limited
4	Mr. Sean Leslie Nossel	49	Independent Director	444 Central Park West, Apt 15E, New York, USA - 10025	05327455	N.A	20-07-2012	Nil
5	Mr. Ashok Ranjan Samal	64	Independent Director	House No.7, Aryabhoomi, Plot No.442/3998, Nandan Kanan Road, Patia, Bhubaneswar 751031	00918164	ABJPS3492E	17-10-2016	Nil
6	Mr. Florian Christoph Grohs	58	Nominee Director	Albert CuijpStraat 12, 3817 RC Amersfoort, Netherlands	05264322	NA	21-06-2016	Nil
7	Ms. Christina Stefanie Juhasz	52	Nominee Director	99, Reade St Apt 7W, New York, USA, 10013	06451902	NA	30-11-2016	Nil
8	Mr. Satish Chavva	45	Nominee Director	27th Floor, C-2703, Ashok Towers, Dr. S. S. Rao Road, Parel, Mumbai 400012	03615175	AIZPC4015C	01-06-2018	1. Stanley Lifestyles Limited 2. Prince Pipes and Fittings Limited

9	Mr Sunit Vasant Joshi	64	Nominee Director	B-206, Yuthika Apartments Veerbhadranagar, Near Ganaraj Mangal Karyalaya Baner, Pune 411045	02962154	AATPJ9096Q	19-05-2020	IFCI Financial Services Limited
10	Ms. Laetitia Counye	49	Nominee Director	Achiel Cleynhenslaan 148, 3140 Keerbergen, Belgium	06990144	NA	24-04-2019	Nil
11	Ms. Dhara Jitendra Mehta	37	Nominee Director	Block no.1, Bhagwan Bhuvan, Plot no. 490, Adenwala Road, Behind Khalsa College, Matunga C.R. Mumbai,	07410469	AFYPM3022R	28-02-2020	**
12	Mr. Prakash Kumar	51	Nominee Director	Flat No 306, Arunima Palace, Sec-4, Vasundhara, Ghaziabad, U.P- 201012	06758416	AKYPK9905A	28-02-2020	Nil

**Company to disclose name of the current directors who are appearing in the RBI defaulter list and/or ECGC default list, if any:* None of the Company's Directors are appearing on the RBI/ECGC defaulters list

*** List of other companies in which Ms. Dhara Jitendra Mehta holds office of Director:*

1. Siddhi Vinayak Agri Processing Private Limited
2. INI Farms Private Limited
3. Collateral Medical Private Limited
4. Claro Energy Private Limited
5. E to E Transportation Infrastructure Private Limited
6. Oriano Clean Energy Private Limited
7. Rite Water Solutions (India) Private Limited
8. Janakalyan Financial Services Private Limited

(b) Details of change in directors since last three years:

Name	Designation	DIN	Date of Appointment/Resignation	Director of the Company since (in case of resignation)	Remarks
Mr. Pradip Kumar Saha	Nominee Director	02947368	24- Sept- 2015 (Resignation)	13-Jul-13	Nil
Mrs. Laetitia Counye	Nominee Director	06990144	07-Sept-17 (Resignation)	07-Oct-14	Nil
Mr. R. V. Dilip Kumar	Nominee Director	01060651	27-Aug-15 (Appointment)	-	Nil
Mr. Ashok Ranjan Samal	Nominee Director	00918164	14-Sept-16 (Resignation)	24-Sept-15	Nil
Mr. Florian Christoph Grohs	Nominee Director	05264322	21-Jun-16 (Appointment)	-	Nil
Mr. T. H. R. Samad	Nominee Director	07629769	15-Jan-19 (Resignation)	4-Oct-16	Nil
Mr. Ashok Ranjan Samal	Independent Director	00918164	17-Oct-16 (Appointment)	-	Nil
Mrs. Christina Stefanie Juhasz	Nominee Director	06451902	30-Nov-16 (Appointment)	-	Nil
Mr. Aditya Bhandari	Nominee Director	03062463	30-Nov-16 (Resignation)	20-Jul-12	Nil
Mr. Sarath Naru	Alternate Director	00027469	14-Feb-17 (Resignation)	21-Jun-16	Nil
Mrs. Milena LoayzaAmorin	Nominee Director	07925625	07-Sept-17 (Appointment)	-	Nil
Mr. Sarath Naru	Alternate Director	00027469	07-Sept-17 (Resignation)	21-Jun-17	Nil
Mr. Sarath Naru	Alternate Director	00027469	07-Sept-17 (Appointment)	-	Nil
Mr. Bernhard Jakob Eikenberg	Nominee Director	07933703	08-Sept-17 (Appointment)	-	Nil
Mr. Bernhard Jakob Eikenberg	Nominee Director	07933703	01-Jun-2018 (Resignation)	07-Sep-2017	Nil
Mr. Satish Chavva	Nominee Director	03615175	01-Jun-2018 (Appointment)	-	Nil
Mr. Satya Prakash Singh	Nominee Director	03168099	15-Jan-2019 (Appointment)	-	Nil
Mr. Apurva Kumar	Nominee Director	08349501	01-Feb-2019 (Appointment)	-	Nil
Mr. R. V. Dilip Kumar	Nominee Director	01060651	03-April-19 (Resignation)	27-Aug-2015	Nil
Mrs. Milena Loayza Amorin	Nominee Director	07925625	24-April-19 (Resignation)	07-Sep-2017	Nil

Mrs. Laetitia Counye	Nominee Director	06990144	24-April-19 (Appointment)	-	Nil
Mr. Sarath Naru	Alternate Director	00027469	24-April-19 (Resignation)	07-Sep-2017	Nil
Mr. Sarath Naru	Alternate Director	00027469	05-Aug-2019 (Appointment)	-	Nil
Mr. Satya Prakash Singh	Nominee Director	03168099	12 Sep-2019 (Resignation)	15-Jan-2019	Nil
Mr. Rishi Dwivedi	Nominee Director	08595325	24-Oct-2019 (Appointment)	-	Nil
Mr. Rishi Dwivedi	Nominee Director	08595325	28-Feb-2020 (Resignation)	24-Oct-2019	Nil
Mr. Sarath Naru	Alternate Director	00027469	28-Feb-2020 (Resignation)	05-Aug-2019	Nil
Ms. Dhara Jitendra Mehta	Nominee Director	07410469	28-Feb-2020 (Appointment)	-	Nil
Mr. Prakash Kumar	Nominee Director	06758416	28-Feb-2020 (Appointment)	-	Nil
Mr. Apurva Kumar	Nominee Director	08349501	19-05-2020 (Resignation)	01-Feb-2019	Nil
Mr. Sunit Vasant Joshi	Nominee Director	02962154	19-05-2020 (Appointment)	-	Nil

5.6 Following details regarding the auditors of the Company:

(a) Details of the auditor of the Company:

Name	Address	Auditor since	Remark
S. R. Batliboi & Associates LLP (Ernst & Young)	22 Camac Street, Kolkata 700016	May, 2014	External Auditor
B.S. Subudhi & Co	Second Floor, Plot No. 661/3404, Near New Kalika South Indian Hotel Jayadurga Nagar, Bhubaneswar – 751006	May, 2014	Internal Auditor

(b) Details of change in auditors since last three years: None

5.7 Details of borrowings of the Company, as on latest quarter end i.e., June 30, 2020

(a) Details of Secured Loan Facilities (as on June 30, 2020)

Lender's Name	Type of Facility	Amount Sanctioned (in Rs Cr)	Principal Amount Outstanding (in Rs. Cr)	Repayment Date/ Schedule		Security	
				Frequency	Tenure (Months)	Primary Security (book debt hypothecation)	Percentage of Cash Collateral
Allahabad Bank TL 1	TL	25.00	24.39	Monthly	37	110%	10.00%
AU Financial TL 1	TL	20.00	0.00	Quarterly	24	105%	2.50%
AU Financial TL 2	TL	32.00	13.33	Monthly	24	110%	0.00%
Axis Bank TL 6	TL	50.00	7.14	Quarterly	24	105%	5.00%

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Axis Bank TL 7	TL	50.00	21.43	Quarterly	24	110%	7.50%
Axis Bank TL 8.1	TL	50.00	21.88	Quarterly	24	110%	5.00%
Axis Bank TL 8.2	TL		11.25	Quarterly	24	110%	5.00%
Axis Bank TL 9.1	TL	60.00	36.75	Quarterly	24	110%	5.00%
Axis Bank TL 9.2	TL		15.75	Quarterly	24	110%	5.00%
Bajaj Finance TL 1	TL	25.00	4.17	Monthly	24	110%	0.00%
Bajaj Finance TL 2	TL	40.00	23.33	Monthly	24	110%	0.00%
Bandhan Bank TL 4	TL	50.00	19.05	Monthly	24	110%	0.00%
Bandhan Bank TL 5.1	TL	100.00	53.57	Quarterly	24	105%	0.00%
Bandhan Bank TL 5.2	TL		7.14	Quarterly	24	105%	0.00%
Bandhan Bank TL 5.3	TL		10.71	Quarterly	24	105%	0.00%
Bandhan Bank TL 6.1	TL	150.00	51.43	Quarterly	24	105%	0.00%
Bandhan Bank TL 6.2	TL		45.00	Quarterly	24	105%	0.00%
Bandhan Bank TL 6.3	TL		45.00	Quarterly	24	105%	0.00%
Bank of Baroda TL 3.1	TL	100.00	94.44	Monthly	39	110%	10.00%
Bank of Baroda TL 3.2	TL			Monthly	39	110%	10.00%
BNP Paribas TL 3.1	TL	40.63	0.63	Quarterly	24	100%	5.00%
BNP Paribas TL 3.2	TL		8.91		24		
BNP Paribas TL 4	TL	30.00	22.50	Quarterly	24	100%	5.00%
Canara Bank TL-5	TL	20.00	7.50	Quarterly	48	110%	10.00%
Canara Bank TL-6	TL	20.00	13.33	Quarterly	36	110%	10.00%
Catholic Syrian Bank TL 2	TL	20.00	11.43	Quarterly	24	110%	5.00%
Credit Agricole TL 1	TL	35.00	35.00	Quarterly	24	110%	0.00%
DBS TL 1	TL	50.00	31.25	Monthly	24	110%	5.00%
DCB TL -12.1	TL	30.00	5.00	Monthly	26	100%	2.50%
DCB TL -12.2	TL		4.17	Monthly	26	100%	2.50%
Doha Bank TL 1	TL	29.00	16.92	Quarterly	36	110%	0.00%
Equitas TL 1	TL	25.00	17.71	Monthly	24	110%	5.00%
Federal Bank TL 1.1	TL	30.00	26.25	Quarterly	24	110%	5.00%
Federal Bank TL 1.2	TL						
Hero Fin Corp TL 2.1	TL	35.00	1.53	Monthly	24	115%	0.00%
Hero Fin Corp TL 2.2	TL		2.96		24		
Hero Fin Corp TL 3	TL	30.00	19.63	Monthly	24	115%	0.00%
Hero Fin Corp TL 4	TL	20.00	13.89	Monthly	24	115%	0.00%
Hinduja Leyland Finance	TL	10.00	2.29	Monthly	24	110%	0.00%
Hinduja Leyland Finance TL 2	TL	35.00	32.54	Monthly	36	110%	0.00%
HSBC Bank TL 1	TL	40.00	18.33	Monthly	24	110%	5.00%
HSBC Bank TL 2	TL	50.00	35.42	Monthly	24	110%	5.00%
ICICI Bank TL 5	TL	75.00	27.27	Monthly	24	110%	5.00%
ICICI Bank TL 6.1	TL	200.00	72.73	Monthly	24	110%	5.00%
ICICI Bank TL 6.2	TL		37.14	Monthly	24	110%	5.00%
ICICI Bank TL 6.3	TL		42.00	Monthly	24	110%	5.00%
ICICI Bank TL 6.4	TL		10.00	Monthly	24	110%	5.00%

ICICI Bank TL 6.5	TL		5.00	Monthly	24	110%	5.00%
IDBI TL 7	TL	5.00	2.50	Monthly	21	110%	2.50%
IDBI TL 8.1	TL	75.00	60.00	Monthly	27	110%	5.00%
IDBI TL 8.2	TL		15.00	Monthly	27	110%	5.00%
IDFC Bank TL 1.1	TL	100.00	4.17	Monthly	24	100%	5.00%
IDFC Bank TL 1.2	TL		6.25		24		
IDFC Bank TL 1.3	TL		25.00		24		
Indian Bank TL 3	TL	15.00	0.63	Monthly	27	100%	10.00%
	TL						
Indian Bank TL 4.1	TL	15.00	6.25	Monthly	27	100%	10.00%
Indian Bank TL 4.2	TL			Monthly	24	100%	10.00%
IndusInd Bank TL-4	TL	50.00	20.45	Monthly	24	105%	5.00%
Indian overseas bank-3	TL	10.00	0.46	Monthly	51	111%	10.00%
Indian overseas bank-4	TL	20.00	6.67	Monthly	51	110%	10.00%
	TL						
	TL						
Kotak Mahindra Bank TL 3.1	TL	50.00	16.88	Monthly	24	105%	5.00%
Kotak Mahindra Bank TL 3.2	TL		3.13	Monthly	24	105%	5.00%
Kotak Mahindra Bank TL 4.1	TL	75.00	24.79	Monthly	24	105%	5.00%
Maanaveeya TL - 6 (Oiko Credit)	TL	20.00	15.76	Monthly	36	105%	0.00%
MAS TL- 15	TL	10.00	2.50	Monthly	24	100%	5.00%
MAS TL- 16	TL	10.00	2.50	Monthly	24	100%	5.00%
MAS TL- 17	TL	5.00	1.88	Monthly	24	100%	5.00%
MUDRA TL 3	TL	75.00	18.18	Monthly	36	100%	5.00%
MUDRA TL 4	TL	25.00	15.62	Monthly	35	100%	5.00%
MUDRA TL 5	TL	95.00	87.69	Monthly	28	100%	5.00%
NABARD TL 2	TL	40.00	3.20	Half yearly	60	115%	0.00%
NABARD TL 3	TL	50.00	20.00	Half yearly	60	115%	0.00%
NABARD TL 4	TL	80.00	56.00	Half yearly	60	111%	0.00%
NABARD TL 5	TL	100.00	100.00	Half yearly	60	112%	0.00%
NABARD TL 6 (Special Liquidity Facility)	TL	200.00	200.00	Half yearly	23	112%	10.00%
Nabkisan TL 1	TL	25.00	25.00	Quarterly	36	110%	5.00%
Nabsamruddhi TL 1	TL	20.00	20.33	Quarterly	24	110%	5.00%
OBC TL 4	TL	15.00	3.75	Monthly	51	110%	10.00%
OBC TL 5	TL	10.00	3.12	Monthly	51	110%	10.00%
	TL						
OBC TL 6	TL	30.00	24.55	Monthly	36	110%	10.00%
Punjab & Sindh Bank	TL	10.00	0.89	Quarterly	36	110%	10.00%
RBL Bank (TL- 10.1)	TL	150.00	-	Quarterly	24	110%	5.00%
RBL Bank (TL- 10.2)	TL		2.50		24		
RBL Bank (TL- 10.3)	TL		1.63		24		
RBL Bank (TL- 10.4)	TL		4.00		24		
RBL Bank (TL- 10.5)	TL		16.50		24		

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RBL Bank (TL- 10.6)	TL		8.50		24		
RBL Bank (TL- 11.1)	TL	105.00	43.50	Quarterly	24	110%	5.00%
RBL Bank (TL- 11.2)	TL		17.50	Quarterly	24	110%	5.00%
RBL Bank (TL- 11.3)	TL		15.75	Quarterly	24	110%	5.00%
RBL Bank (TL- 11.4)	TL		9.00	Quarterly	24	110%	5.00%
SBI TL- 2.1	TL		60.00	2.85	Monthly	36	100%
SBI TL- 2.2	TL	7.39		Monthly	100%		10.00%
	TL						
SBM TL 1 (State Bank of Mauritius)	TL	15.00	14.29	Monthly	24	105%	5.00%
SIDBI TL 7	TL	75.00	20.00	Monthly	36	100%	5.00%
SIDBI TL 8	TL	75.00	47.50	Monthly	36	100%	5.00%
SIDBI TL 9.1	TL	125.00	125.00	Monthly	36	100%	5.00%
SIDBI TL 9.2	TL			Monthly	36	100%	5.00%
SIDBI TL 10 (Scheme for Special Liquidity Support)	TL	125.00	125.00	Monthly	11	110%	0.00%
SMBC TL 1 (Sumitomo Mitsui Banking Corporation)	TL	25.00	18.75	Quarterly	24	110%	0.00%
South Indian Bank TL 2	TL	5.00	1.30	Monthly	30	110%	10.00%
Standard Chartered TL 1.1	TL	201.00	-	Quarterly	12	105%	5.00%
Standard Chartered TL 1.2	TL		-				
Standard Chartered TL 1.3	TL		-				
Standard Chartered TL 1.4	TL		-	Bullet Repayment			
Standard Chartered TL 1.5	TL		-				
Standard Chartered TL 1.6	TL		-				
Standard Chartered TL 1.7	TL		-				
Standard Chartered TL 1.8	TL		-				
Standard Chartered TL 1.9 (Sanction 2)	TL		-				
Standard Chartered TL 1.10	TL		-	Bullet Repayment			
Standard Chartered TL 1.11	TL		-				
Standard Chartered TL 1.12	TL		-				
Standard Chartered TL 1.13	TL		-				
Standard Chartered TL 1.14	TL		-				
Standard Chartered TL 1.15	TL		-				
Standard Chartered TL 1.16	TL		-				
Standard Chartered TL 1.17	TL		-				
Standard Chartered TL 1.18	TL		-				
Standard Chartered TL 1.19	TL		5.00				
Standard Chartered TL 1.20	TL		11.00				
Standard Chartered TL 1.21	TL		10.00				
Standard Chartered TL 1.22 (Sanction 3)	TL		13.75	Quarterly			
Standard Chartered TL 1.23 (Sanction 4)	TL		21.00	Quarterly			
Standard Chartered TL 1.24	TL		10.00	Bullet Repayment			

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Standard Chartered TL 1.25	TL		39.75	Bullet Repayment			
Standard Chartered TL 1.26	TL		10.50	Bullet Repayment			
Standard Chartered TL 1.27	TL		29.75	Bullet Repayment			
Standard Chartered TL 1.28	TL		10.50	Bullet Repayment			
Standard Chartered TL 1.29	TL		39.75	Bullet Repayment			
Syndicate Bank	TL	20.00	5.45	Quarterly	36	105%	5.00%
UCO Bank - 6	TL	35.00	26.52	Monthly	36	110%	10.00%
UCO Bank - 7	TL	25.00	23.68	Monthly	36	110%	10.00%
UCO Bank - 8	TL	25.00	25.00	Monthly	36	110%	10.00%
Ujjivan Small Finance Bank TL 1	TL	25.00	6.21	Quarterly	24	110%	0.00%
Ujjivan Small Finance Bank TL 2	TL	25.00	23.81	Monthly	24	110%	5.00%
Union Bank TL 1	TL	20.00	20.00	Quarterly	36	110%	10.00%
United Bank of India TL 1.1	TL	25.00	22.73	Monthly	36	110%	10.00%
United Bank of India TL 1.2	TL						
Woori Bank TL 1	TL	21.00	13.36	Quarterly	36	110%	5.00%
Woori Bank TL 2	TL	40.00	36.36	Monthly	36	110%	5.00%
Yes Bank TL 3.1	TL	50.00	-	Monthly	24	105%	5.00%
Yes Bank TL 3.2	TL		0.67	Monthly	24	105%	5.00%
Yes Bank TL 3.3	TL		2.92	Monthly	24	105%	5.00%
Yes Bank TL 3.4	TL		3.50	Monthly	24	105%	5.00%
Yes Bank TL 4.1	TL	70.00	25.00	Monthly	24	105%	5.00%
Water.Org_ Water Credit Inv. Fund TL 1 (ECB)	ECB	17.00	17.00	Bullet Repayment	73	100%	0.00%
Symboitics (ECB)	ECB	70.00	40.00	Bullet Repayment	37	100%	0.00%
Microvest 1.1 (ECB)	ECB	56.98	35.58	Bullet Repayment	36	105%	0.00%
Microvest 1.2 (ECB)	ECB		21.39	Bullet Repayment	36	105%	0.00%
Proparco (ECB)	ECB	113.32	113.32	Semi Annually	56	100%	0.00%
ResponsAbility (ECB)	ECB	64.86	64.86	Bullet Repayment	36	110%	0.00%
Water Credit Investment TL-2 (ECB)	ECB	29.30	29.30	Bullet Repayment	37	100%	0.00%
NCD-Asian Development Bank	NCD	69.50	62.55	Semi Annually	60	110%	0.00%
NCD-Bandhan Bank 1 (TLTRO Scheme)	NCD	100.00	100.00	Semi Annually	34	100%	0.00%
NCD-Blue Orchard-4 (BOMF)	NCD	46.00	23.00	Bullet Repayment	48	105%	0.00%
NCD-Blue Orchard-4 (MIFA)	NCD		23.00				
NCD-Blue Orchard-5 (BOMF)	NCD	100.00	50.00	Bullet Repayment	48	105%	0.00%
NCD-Blue Orchard-5 (MEF)	NCD		50.00				
NCD-IFMR Fimpact Investment	NCD	2.00	2.00	Bullet	66	110%	0.00%

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(Senior Debt)				Repayment			
NCD-Indian Overseas Bank 1 (TLTRO Scheme)	NCD	10.00	10.00	Bullet Repayment	36	100%	0.00%
NCD-Syboitics 3 (AAV SRL 3)	NCD	35.00	35.00	Bullet Repayment	36	100%	0.00%
NCD-Syboitics 4 (AAV SRL and Masala Investments 4)	NCD	73.00	73.00	Bullet Repayment	60	100%	0.00%
NCD-Triodos Investment Mgmt. 2	NCD	60.00	40.00	Part Redemption	60	100%	0.00%
NCD-Triple Jump 1	NCD	20.04	20.04	Bullet Repayment	72	100%	0.00%
NCD-Triple Jump 2	NCD	26.70	26.70	Bullet Repayment	72	100%	0.00%
NCD-Triple Jump 3 (TJ & RespA)	NCD	35.00	35.00	Bullet Repayment	72	110%	0.00%
NCD-ResponsAbility 3 (TJ & RespA)	NCD	35.00	35.00				
NCD-ResponsAbility 1	NCD	32.50	32.50	Bullet Repayment	72	110%	0.00%
NCD-ResponsAbility 2 (Karvy)	NCD	30.00	30.00	Bullet Repayment	84	110%	0.00%
NCD-ResponsAbility 2 (RespA)	NCD	30.00	30.00	Bullet Repayment	84	110%	0.00%
NCD-Union Bank 1 (TLTRO Scheme)	NCD	15.00	15.00	Bullet Repayment	36	100%	0.00%
Total		5,224.82	3,751.62				

(b) Details of Unsecured Loan Facilities (as on June 30, 2020):

Lender's Name	Type of Facility	Amount Sanctioned (in Rs Cr)	Principal Amount Outstanding (in Rs Cr)	Repayment Date/ Schedule	
				Frequency	Tenure (Month)
Capital First	Term Loan	25.00	25.00	Bullet Repayment	66
Maanaveeya Sub Debt TL - 4 (Oiko Credit)	Term Loan	10.00	10.00	Bullet Repayment	68
Finnfund (ECB)	ECB	117.30	117.30	Semi Annually	60
Frankfurt School of Financial Services (ECB)	ECB	14.50	14.50	Bullet Repayment	36
Frankfurt School of Financial Services (ECB) 2	ECB	20.97	20.97	Bullet Repayment	36
NCD- IFMR Capital (Sub Debt) 1	NCD	20.00	20.00	Bullet Repayment	66
NCD- IFMR Capital (Sub Debt) 2	NCD	5.00	5.00	Bullet Repayment	66
NCD- IFMR Capital 3	NCD	34.00	34.00	Bullet Repayment	74
NCD- IFMR Fimpact Investment (Sub Debt) 1	NCD	5.00	5.00	Bullet Repayment	66
NCD- IFMR Fimpact Inv Tier 2 Capital (Sub Debt) 2	NCD	25.00	25.00	Bullet Repayment	72
NCD- Karvy (Sub Debt)	NCD	30.00	30.00	Bullet Repayment	84
NCD-Syboitics 5 (Sub Debt) (AAV SRL and Masala Investments 5)	NCD	39.60	39.60	Bullet Repayment	61

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NCD-Triodos Investment Mgmt. 3 (Sub Debt)	NCD	34.00	34.00	Bullet Repayment	61
NCD: Northern Arc	NCD	15.00	15.00	Bullet Repayment	66
NCD: Vivriti Capital 1 (Sub Debt)	NCD	15.00	15.00	Bullet Repayment	74
Total		410.37	410.37		

(c) Details of Non-Convertible Debentures (as on June 30, 2020):

Debenture Series	Tenor / Period of Maturity	Coupon (Rate of Interest)	Amount (Rs in Cr)	Outstanding Amt (In Cr)	Date of allotment	Redemption Date / Schedule	Credit Rating	Secured/Unsecured	Security	Face value
NCD-Asian Development Bank	60	9.68%	69.50	62.55	12-07-19	12-07-2024	----	Secured	110%	1,000,000
NCD-Bandhan Bank (TLTRO)	34	12.75%	100.00	100.00	16-06-20	16-04-2023	CRISIL (A-Stable)	Secured	100%	1,000,000
NCD-Blue Orchard-4 (BOMF)	48	12.20%	46.00	23.00	15-11-2018	15-11-2022	CRISIL (A-Stable)	Secured	105%	1,000,000
NCD-Blue Orchard-4 (MIFA)				23.00				Secured		1,000,000
NCD-Blue Orchard-5 (BOMF)	48	12.50%	100.00	50.00	01-03-19	01-03-2023	CRISIL (A-Stable)	Secured	105%	1,000,000
NCD-Blue Orchard-5 (MEF)				50.00				01-03-19		01-03-2019
NCD-IFMR Capital (Sub Debt) 1	66	14.90%	20.00	20.00	15-03-2016	15-09-2021	ICRA (A- Stable)	UnSecured	0%	1,000,000
NCD-IFMR Capital (Sub Debt) 2	66	14.90%	5.00	5.00	28-03-2016	28-09-2021	ICRA (A- Stable)	UnSecured	0%	1,000,000
NCD-IFMR Capital (Sub Debt) 3	74	13.99%	34.00	34.00	24-03-2017	24-05-2023	ICRA (A- Stable)	UnSecured	0%	10,000
NCD-IFMR Fimpact Investment (Senior debt)	66	15.50%	2.00	2.00	29-06-2015	29-12-2020	ICRA (A- Stable)	Secured	110%	1,000,000
NCD-IFMR Fimpact Investment (Sub Debt) 1	66	17.00%	5.00	5.00	30-06-2015	30-12-2020	ICRA (A- Stable)	UnSecured	0%	1,000,000
NCD-IFMR Fimpact Inv Tier 2 Capital (Sub Debt) 2	72	14.25%	25.00	25.00	29-09-2016	29-09-2022	ICRA (A- Stable)	UnSecured	0%	1,000,000

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NCD-Indian Overseas Bank(TLTRO)	36	11.50 %	10.00	10.00	05-06-2020	05-06-2023	CARE (A-Stable)	Secured	100%	1,000,000
NCD-Karvy (Sub Debt)	84	12.87 %	30.00	30.00	02-05-2019	02-05-2026	CRISIL (A-Stable)	UnSecured	0%	100
NCD-Symboitics 3 (AAV SRL 3)	36	12.50 %	35.00	35.00	20-12-2018	20-12-2021	CRISIL (A-Stable)	Secured	100%	1,000,000
NCD-Symboitics 4 (AAV SRL and Masala Investments 4)	60	12.20 %	73.00	73.00	16-10-2019	16-10-2024	CRISIL (A-Stable)	Secured	100%	1,000,000
NCD-Symboitics 5 (Sub Debt) (AAV SRL and Masala Investments 5)	61	13.00 %	39.60	39.60	24-03-2020	24-04-2025	CARE (A-Stable)	UnSecured	0%	1,000,000
NCD-Triodos Investment Mgmt. 2	60	13.78 %	60.00	40.00	14-06-2016	14-06-2021	ICRA (A-Stable)	Secured	100%	1,000,000
NCD-Triodos Investment Mgmt. 3 (Sub Debt)	61	12.21 %	34.00	34.00	31-03-2020	30-04-2025	CARE (A-Stable)	UnSecured	0%	1,000,000
NCD-Triple Jump 1	72	12.00 %	20.04	20.04	08-12-2015	08-12-2021	ICRA (A-Stable)	Secured	100%	100,000
NCD-Triple Jump 2	72	13.10 %	26.70	26.70	10-12-2015	10-12-2021	ICRA (A-Stable)	Secured	100%	100,000
NCD-Triple Jump 3 (TJ & RespA)	72	13.22 %	35.00	35.00	20-03-2019	20-03-2025	CRISIL (A-Stable)	Secured	110%	1,000,000
NCD-ResponsAbility 3 (TJ & RespA)			35.00	35.00				Secured		1,000,000
NCD-ResponsAbility 1	72	12.49 %	32.50	32.50	30-08-2017	30-08-2023	ICRA (A-Stable)	Secured	110%	1,000,000
NCD-ResponsAbility 2 (Karvy)	84	12.50 %	30.00	30.00	19-12-2018	19-12-2025	CRISIL (A-Stable)	Secured	110%	100
NCD-ResponsAbility 2(RespA)	84	13.22 %	30.00	30.00	19-12-2018	19-12-2025	CRISIL (A-Stable)	Secured	110%	
NCD-Northern Arc (Sub Debt)	66	13.50 %	15.00	15.00	27-03-2018	27-09-2023	ICRA (A-Stable)	UnSecured	0%	1,000,000
NCD-Union Bank (TLTRO)	36	11.50 %	15.00	15.00	26-06-2020	26-06-2023	CARE A-Stable)	Secured	100%	1,000,000

- (h) **Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Issuer, in the past 5 years: NIL**
- (i) **Details of any outstanding borrowings taken / debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option: NIL**

5.8 Details of Promoters of the Company: Please refer below disclosure

5.8A Details of Promoter Holding in Company as on latest quarter end, i.e. June 30, 2020

Sr No	Name of the shareholders	Total No of Equity shares	No. of shares in Demat form	Total shareholding as % of total no of equity shares	No of shares Pledged	% of shares Pledged with respect to shares owned
1	Mr. Gobinda Chandra Pattanaik	6,760,343	Nil	9.84%	NIL	NIL
2	Mr. Dibyajyoti Pattanaik	66,200	Nil	0.10%	NIL	NIL

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

Note: Issuer shall provide latest Audited or Limited Review Financials in line with timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended or restated from time to time, for furnishing/publishing its half yearly/annual result

Profit and Loss Statement (INR) (In Crore)	31.03.2017 (Indian GAAP)	31.03.2018 (Indian GAAP)	31.03.2019 (Indian GAAP)	31.03.2020 (Ind AS)
	Audited	Audited	Audited	Audited
Revenue from Operations	231.1	323.64	487.68	775.50
Less: Finance Cost	138.03	173.44	224.18	377.37
Other Income	16.38	17.37	17.48	4.12
Total Income	109.44	167.56	280.98	402.25
Operating Expenses	68.83	101.49	172.14	240.9
Provisions & Write Offs	9.23	49.13	14.53	52.70
Operating Profit	31.37	16.94	94.3	108.65
Depreciation	2.42	3.19	5.59	8.74
Prior Period Expenses	-	-	-	0.00
Profit Before Tax	28.95	13.75	88.71	99.91
Exceptional Items(Profit on sale of assets)	-	-	-	-
Provisions for tax	10.04	4.21	30.47	17.02
Profit After Tax	18.91	9.55	58.24	82.89

Balance Sheet (INR)	31.03.2017 (IGAAP)	31.03.2018 (IGAAP)	31.03.2019 (IGAAP)	31.03.2020 (IGAAP)
Share capital	40.35	46.02	71.70	71.70
Reserve & Surplus	131.02	196.63	524.69	618.41
TNW (A)	171.37	242.65	596.39	690.11
Total Non-Current Liabilities	831.99	868.31	1416.51	2172.21
Current Liabilities + Provisions	527.77	912.67	1254.31	1832.97
Total Outside Liabilities (B)	1,359.76	1,780.98	2670.82	4005.18
Total Liabilities (A + B)	1,531.13	2,023.63	3267.21	4695.29
Fixed assets (Net)	3.94	5.2	9.96	11.74
Investments	-	-	-	-
Gross Advances	1,018.28	1,564.88	2508.85	3446.95
Less: Loan Loss Reserve	10.18	28.43	30.26	34.84
Net Loan Outstanding	1,008.10	1,536.44	2478.60	3412.11
Cash / Liquid Investments	382.77	270.28	459.38	700.60
Other current assets	82.35	74.53	173.53	373.34
Deferred Tax Assets	5.45	10.9	10.72	14.82
Intangible Assets	0.91	1.35	1.56	2.12
Other Non-Current Assets	37.42	96.49	103.21	145.72
Total Assets	1,531.13	2,023.63	3,267.21	4695.29

Balance Sheet (Amt in Cr)	31.03.2020 (Ind As)
Equity Share Capital	68.70
Instruments entirely equity in nature	3.00
Other Equity	693.85
Total Equity (A)	765.55
Debt outstanding	3907.34
Other Financial Liabilities	89.65
Non Financial Liabilities	20.94
Total Liabilities (B)	4017.93
Total Liabilities and Equity (A + B)	4,783.48
Fixed assets (Net)	11.75
Investments	-
Gross Advances	3591.97
Less: Loan Loss Reserve	60.53
Net Loan Outstanding	3531.44
Cash / Liquid Investments	700.27
Deferred Tax Assets	0
Intangible Assets	2.13
Other financial and non financial assets	537.89
Total Assets	4,783.48

Cash Flow Statement	FY 17	FY 18	FY 19
A) Sources	(IGAAP)	(IGAAP)	(IGAAP)
Increase in Share Capital/Corpus	4.97	6.67	25.68
Increase In CCD/CCP/sub ordinate debt	58.00	39.00	0.00
Increase in Share Premium	28.94	54.91	264.47
Net Cash accruals	15.45	12.73	63.83
Term Loan From Banks and FI	691.62	834.50	1377.41
NCDs Raised	60.00	32.50	311.00
Repayment received from borrowers	1014.54	1903.62	2821.49
Provision for Loan Loss and MSOP	8.65	19.49	7.18
Investment Matured	391.13	479.93	2607.92
Increase other current liability	0.47	24.68	42.81
Total	2273.77	3408.03	7521.78
B) USES			
purchase of fixed assets	3.30	4.89	10.57
Disbursement to SHG	1314.25	2450.22	3765.46
Term loan repayment	356.22	513.26	757.30
NCD Repayment	0.00	15.45	85.90
Sub Debt Repayment	0.00	0.00	0.00
Inv. In TDR	410.35	525.76	2687.04
Increase in other assets	10.67	10.87	26.50
Total	2094.78	3520.44	7332.76
Op. Balance	203.78	382.77	270.36
Surplus	178.99	-112.41	189.02
Closing balance	382.77	270.36	459.38

Particulars	For the year ended
	March 31, 2020
	(IND-AS)-Audited
Cash flow from operating activities	
Profit before tax	9,991
Adjustments for:	
Depreciation and amortisation expenses on Property, Plant and Equipment, Intangible Assets and Right of Use Assets	874
Impairment of financial instruments	5,270
Provision for insurance claim receivable and others	457
Profit on sale of current investments	(87)
Liability no longer required written back	-
Net gain on derecognition of property , plant and equipment	(1)
Gain on derecognition of Loans designated at FVOCI	(5,664)
Share based payments to employees	263
Operating profit before working capital changes	11,103
Movements in working capital:	
(Increase)/Decrease in other financial and non financial assets	2,509
(Increase) in fixed deposits (net)	(21,354)
(Increase) in trade receivables	(13)
(Increase) in loans and advances	(80,408)

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Increase in other financial and non financial liabilities	224
Increase in provisions	421
Increase in Trade payables	17
Cash (used) in operations	(87,501)
Income tax paid (net of refunds)	(3,477)
Net cash flows (used in) operating activities (A)	(90,978)
Cash flow from Investing activities	
Purchase of property, plant and equipment	(834)
Proceeds from sale of property , plant and equipment	4
Purchase of Intangible assets	(227)
Purchase of current investments	(28,200)
Proceeds from sale of current investments	28,287
Net cash flows (used in) investing activities (B)	(970)
Cash flow from financing activities	
Proceeds from issuance of equity share capital (including premium) (net of share issue expenses)	-
Proceeds from debt securities (net)	2,123
Repayment of Lease liabilities	(89)
Interest accretion on lease liabilities	13
Proceeds from Borrowings (other than debt securities) (net)	102,078
Proceeds/ (repayment) of Subordinated liabilities (net)	11,854
Net cash flows from financing activities (C)	115,979
Net increase in cash and cash equivalents (A+B+C)	24,031
Cash and cash equivalents at the beginning of the year	45,996
Cash and cash equivalents at the end of the year	70,027
Components of cash and cash equivalents at the end of the year	
Balances with banks:	
on current accounts	24,439
deposit with original maturity of less than three months	45,391
Cash on hand	197
Total cash and cash equivalents at the end of the year	70,027

59 A Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors qualifications, if any:

Note: Issuer shall provide latest Audited or Limited Review Financials in line with timelines as mentioned in Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended or restated from time to time, for furnishing/publishing its half yearly/annual result

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Particulars	As at March 31, 2020 (Amount in Rs. Lakhs)
ASSETS	
Financial assets	
Cash and cash equivalents	70,027
Bank balance other than above	41,784
Trade Receivables	47
Loans	3,53,427
Other financial assets	9,243
Non-financial assets	
Current tax assets (net)	1,704
Deferred tax assets (net)	0
Property, plant and equipment	1,175
Other intangible assets	213
Right-of-use assets	99
Other non-financial assets	629
Total assets	4,78,348
LIABILITIES AND EQUITY	
Liabilities	
Financial liabilities	
Trade Payables	
(a) total outstanding dues of micro enterprises and small Enterprises	-
(b) total outstanding dues of creditors other than micro enterprises and small enterprises	336
Debt securities	64,179
Borrowings (other than debt securities)	3,00,782
Subordinated liabilities	25,776
Lease Liabilities	85
Other financial liabilities	8,541
Non-financial liabilities	
Provisions	668
Deferred Tax liabilities (net)	1,098
Other non-financial liabilities	328
Total liabilities	4,01,793
Equity	
Equity share capital	6,870
Instruments entirely equity in nature	300
Other equity	69,385
Total Equity	76,555
Total liabilities and equity	4,78,348

Particulars (Amount in Rs. Lakhs)	12 months ended March 31, 2020 (Audited)	12 months ended March 31, 2019 (Audited)
Revenue from operations		
Interest income	71,086	45,099
Net gain on fair value changes	5,664	2,726
Fees and commission income	682	3,032
Bad Debt Recovery	118	190
Total revenue from operations	77,550	51,047
Other income	412	749
Total income	77,962	51,796

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Expenses		
Finance cost	37,737	22,686
Impairment of financial assets	5,270	1,574
Employee benefit expenses	17,727	12,869
Depreciation and amortization expense	874	559
Other expenses	6,363	4,663
Total expenses	67,971	42,352
Profit before tax	9,991	9,445
Tax expense		
Current tax	3,060	3,029
Tax for Prior Year	-533	
Deferred tax credit	-825	165
Income tax expense	1702	3194
Profit for the period	8289	6250
Other comprehensive income (OCI)		
i) Items that will not be reclassified subsequently to profit or loss		
- Re-measurement gains/(losses) on defined benefit plans	-54	-30
- Income tax relating to the above items	13	9
Subtotal	-41	-21
ii) Items that will be reclassified to profit or loss		
-Net change in fair value of loans measured at fair value through other comprehensive income	8,287	2209
(ii) Income tax relating to the above items	(2,086)	-643
Subtotal	6,201	1566
Other Comprehensive Income (A+B)	6,160	1,545
Total Comprehensive Income for the Period	14,449	7,796
Earnings per equity share (face value of Rs. 10/-) #		
Basic	12.07	11.69
Diluted	10.96	10.39

510 Any material event/ development or change having implications on the financials/credit quality (e.g. any material regulatory proceedings against the Issuer/promoters, tax litigations resulting in material liabilities, corporate restructuring event etc.) at the time of Issue which may affect the Issue or the investor's decision to invest / continue to invest in the debt securities.

NIL

511 Name(s) of the Debenture Trustee(s) shall be mentioned with statement to the effect that debenture trustee(s) has given his consent to the Issuer for his appointment under regulation 4 (4) and in all the subsequent periodical communications sent to the holders of debt securities.

The Debenture Trustee of the proposed Debentures is Catalyst Trusteeship Limited. Catalyst Trusteeship Limited has given its written consent for its appointment as debenture trustee to the Issue and inclusion of its name in the form and context in which it appears in this Information Memorandum and in all the subsequent periodical communications sent to the Debenture Holders. The consent letter from Debenture Trustee is provided in **Annexure II** of this Information Memorandum.

5.11 A The detailed rating rationale (s) adopted (not older than one year on the date of opening of the issue)/ credit rating letter issued (not older than one month on the date of opening of the issue) by the rating agencies shall be disclosed.

The rating letter from the Rating Agency is provided in **Annexure V**.

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

- (a) The Debentures are proposed to be guaranteed by the Guarantor by way of the GOI Guarantee. The GOI Guarantee will be issued in accordance with Rule 280 of the General Financial Rules as published by the Ministry of Finance (Department of Expenditure), Government of India from time to time (hereinafter referred to as "GFR") within the timelines that are agreed between the Guarantor and the Debenture Holders, in accordance with the terms of GOI Guidelines and other Applicable Law.
- (b) The GOI Guarantee may be invoked by the Debenture Holders upon occurrence of the any event for invocation set out under the GOI Guidelines (including the inability of the Company to repay/pay any part of the Outstanding Amounts in respect of the Debentures) in accordance with the procedure set out in the GOI Guidelines.
- (c) Subject to the terms of the GOI Guidelines, the GOI Guarantee is a continuing guarantee and may be reviewed on an annual basis in accordance with Rule 281 of the GFR.
- (d) Any claims under the GOI Guarantee and/or other reporting requirements in respect of the GOI Guarantee will be done in accordance with the GOI Guidelines.
- (e) The Issuer hereby agrees, confirms and authorizes the Debenture Holders/Debenture Trustee to submit and disclose the required information in respect of the Issuer and the Debentures to the Guarantor (or any other authorized entity/department) to ensure that the GOI Guarantee is obtained to the satisfaction of the Debenture Holders.
- (f) The Issuer shall, within the timelines (and in the form and manner) prescribed by the Debenture Trustee/Debenture Holders, provide to the Debenture Trustee/Debenture Holders a certificate from an independent chartered accountant certifying the total maturing liabilities of the Company over a period of 6 (six) months commencing from the Deemed Date of Allotment.**

5.13 Copy of consent letter from the Debenture Trustee shall be disclosed.

The consent letter from Debenture Trustee is provided in **Annexure II** of this Information Memorandum.

5.14 Names of all the recognized stock exchanges where the debt securities are proposed to be listed clearly indicating the designated stock exchange:

The Debentures are proposed to be listed on the WDM segment of the BSE within 20 days from the Deemed Date of Allotment. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

5.15 Other details:

(a) Debenture Redemption Reserve (“DRR”) Creation:

As per Section 71 of the Act, any company that intends to issue debentures must create a DRR to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, under the Companies (Issuance of Share Capital and Debentures) Rules, 2014, non-banking financial companies registered with the RBI are exempted from the requirement to maintain a debenture redemption reserve (“DRR”) in case of privately placed debentures.

The Issuer hereby agrees and undertakes that, if required to do so as per Applicable Law, it will create a DRR as per the provisions of the Act (and the rules and regulations made thereunder) and the guidelines issued by the SEBI. Further, if, until the Final Settlement Date, any guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of DRR, the Issuer shall abide by such guidelines and shall do all deed, acts and things as may be required by the Debenture Trustee. Where applicable, the Issuer shall submit to the Debenture Trustee a certificate duly certified by a chartered accountant certifying that the Issuer has transferred the required amount to the DRR at the end of each Financial Year. In addition to the foregoing, to the extent required by Applicable Law, the Issuer shall, in any Financial Year, in respect of any amounts of the Debentures maturing in such Financial Year, invest or deposit amounts up to such thresholds as may be prescribed by Applicable Law and in such form and manner as prescribed therein and within the time periods prescribed therein.

(b) Issue / instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder, the SEBI Debt Listing Regulations, the LODR Regulations, the Debenture Trustees Regulations and other RBI guidelines and SEBI guidelines applicable to issuance of non-convertible debentures by NBFCs on a private placement basis.

(c) Application process:

The application process for the Issue is as provided in SECTION 8: of this Information Memorandum.

5.16 A statement containing particulars of the dates of, and parties to all material contracts, agreements:

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the Registered Office and Corporate Office of the Company between 10.00 am to 4.00 pm on working days.

S. No.	Nature of Contract
1.	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2.	Board resolution dated 9th July 2020 read together with the resolution of the Executive Committee of the board of directors of the Issuer dated 22nd September, 2020
3.	Shareholder Resolution(s) dated 20th August, 2020 authorizing the raising of funds by the Company and the creation of security.
4.	Copies of Annual Reports of the Company for the last three financial years.
5.	Letter from Catalyst Trusteeship Limited dated September 22, 2020 giving its consent to act as Debenture Trustee.

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6.	Letter for Register and Transfer Agent.
7.	Credit rating letter issued by the Rating Agency for the Debentures.
8.	Certified true copy of the certificate of incorporation of the Company.
9.	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL.

5.17 Details of Debt Securities Sought to be Issued

500 (five hundred) rated, listed, senior, redeemable, taxable, non-convertible debentures of face value of Rs. 10,00,000 (Indian Rupees Ten Lakh) each, aggregating up to Rs. 50,00,00,000 (Indian Rupees Fifty Crore) issued on a fully paid basis and on a private placement basis

5.18 Utilization of the Issue Proceeds

- (a) The funds raised by the Issue (after meeting the costs and expenses in respect of the Issue) shall be utilized by the Issuer:
- (i) to meet the funding requirements of/on-lending to economically weaker sections of women for income generation purpose for end-uses classified as "agriculture", "agri allied products" and/or "micro small and medium enterprises" (in accordance with the criteria prescribed by the RBI) in accordance with Applicable Law (including the directions of the RBI);
 - (ii) towards general business purposes of the Issuer; and
 - (iii) repayment of the existing Financial Indebtedness of the Issuer.
- (i) to (iii) above are collectively referred to as the "**Purposes**").
- (b) The Issuer shall not use the proceeds of the Issue towards:
- (i) any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities;
 - (ii) any speculative purposes;
 - (iii) investment in the real estate sector (including the acquisition of land);
 - (iv) any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. DBR.BP.BC.No.5/21.04.172/2015-16 dated July 1, 2015 on "Bank Finance to Non-Banking Financial Companies (NBFCs)"; and/or
 - (v) in contravention of Applicable Law (including without limitation, the NBFC Directions, the Foreign Exchange Management Act, 1999 (and any rules and regulations made thereunder), and any guidelines, rules or regulations of the Supervisory Authorities and any other Governmental Authority).

5.19 Issue Details

DESCRIPTION	PARTICULARS
Security Name	10.50% ANNAPURNA FINANCE PRIVATE LIMITED 2022
Issuer/Company	Annapurna Finance Private Limited
Type of Instrument	Non-Convertible Debentures
Nature of Instrument	Rated, Listed, Senior, Redeemable, Taxable, Non-Convertible Debentures
Seniority	Senior
Mode of issue	Private Placement
Eligible Investor(s)	Please refer Section 8.14 below.
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>BSE WDM Segment within 20 (twenty) days of the date of the allotment.</p> <p>In case of delay in listing beyond a period of 20 (twenty) days from the Deemed Date of Allotment, the Issuer will pay penal interest of 2% (one percent) per annum over the Interest/ Coupon rate to the Investor for the period from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of such Debentures.</p> <p>In case Company not able to List the NCD from the expiry of 30 (thirty) days from Deemed Date of Allotment the Bank has right to recall the amount invested in the Company along with accrued interest</p>
Rating of the Instrument	CRISIL A- by CRISIL Ltd
Issue Size	INR 50,00,00,000 (Indian Rupees Fifty Crore)
Option to retain oversubscription (Amount)	N.A.
Objects of the Issue	To meet the funding requirements to economically weaker section of women for income generation purpose for Agriculture and Agri Allied Products and MSME as per RBI guidelines and towards general business purposes of the Issuer, in compliance with relevant regulatory guidelines.
Details of the utilisation of the proceeds	<p>The funds raised by the Issue, after meeting the costs and expenses in respect of the Issue, shall be utilized by the Issuer solely for the following ("Purpose"):</p> <p>(a) financing activities and business operations of the Issuer (including on-ward lending);</p> <p>(b) re-payment of the existing Financial Indebtedness of the Issuer; and</p> <p>(c) general corporate purposes of the Issuer.</p> <p>The Issuer shall not use the proceeds of the Issue towards (i) any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities; (ii) any speculative purposes; (iii) investment in the real estate sector; or (iv) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the Supervisory Authorities) (v) or any usage that are restricted for bank financing.</p> <p>Utilization of the issue proceeds should comply with the Guidelines on MFI/NBFC-MFI issued by RBI or any other statutory body.</p> <p>The proceeds shall be parked in such accounts/ places as may be permitted under Applicable Law, from time to time, and utilised by the Issuer towards financing to economically weaker section of women for income generation purpose for Agriculture and Agri Allied Products and MSME as per RBI guidelines and for such other purposes,</p>

	including towards general business purposes of the Issuer, in compliance with relevant regulatory guidelines, and in such a manner that may be permitted by the RBI or under Applicable Law from time to time.
Coupon Rate	10.50% Coupon per annum payable annually
Step up/Step down coupon rate	<p>In case the rating is downgraded to BBB+ from A- then an additional 0.25% p.a would be payable on the NCDs from the date of downgrade. It is clarified the additional step up coupon would be payable only till the rating of the Company remains below A- rating and shall not be charged if the rating is restored to the original level or higher level by respective rating agencies. PROVIDED THAT, the decreased rate of Interest in accordance with this provision cannot, in any case, be lower than the Interest Rate fixed at the time of issuance.</p> <p>However, the bank shall have a right of call for early redemption at par in case the ratings fall by two notches from current rating of A- .("Recall Option")</p> <p>The Recall option shall be exercised at PAR, with a prior notice of 30 calendar days to the Issuer.</p> <p>For the purpose of this clause, if the issue is rated by more than one agency, then the lowest of the ratings shall be considered</p>
Coupon Payment Frequency	Annual and on Redemption
Coupon Payment Dates	<p>The Coupon shall be payable on annual basis from the Deemed Date of Allotment and on Redemption as mentioned below subject to Business Day Convention:</p> <ul style="list-style-type: none"> • September 29, 2021 • March 29, 2022
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	N.A.
Day count basis	Actual/Actual.
Interest on Application Money	<p>NIL.</p> <p>However, if the Issuer fails to allot the Debentures to the Applicants within 2 (two) calendar days from the date of receipt of the Application Money ("Allotment Period"), it shall repay the Application Money to the Applicants within 15 (Fifteen) calendar days from the expiry of the Allotment Period ("Repayment Period"). If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at the rate of 12% per annum, gross of withholding taxes, from the expiry of the Allotment Period.</p>
Default Interest Rate	<p>In the event of a payment default of the amounts due under this Issue or any other Event of Default (whether by way of acceleration, at maturity or otherwise), the Issuer shall pay an additional 2% (Two Percent) per annum over and above the applicable Coupon Rate on the outstanding principal amount of the Debentures, calculated from the date of the occurrence of the default until such default is cured or the Debentures are redeemed pursuant to such default as applicable.</p> <p>Penal interest would also be charged as per bank's guidelines for any breach of financial discipline or non-compliance of the terms of sanction.</p>
Tenor	18 months from Deemed Date of Allotment
Redemption Date	Bullet repayment at the end of 18 months from the Deemed Date of Allotment i.e. March 29, 2022

Redemption Amount	At par
Redemption Premium /Discount	N.A.
Issue Price	Face Value (Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture)
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put Date	N.A.
Put Price	N.A.
Call Date	N.A.
Call price	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Minimum Application and in multiples of 1 Debt securities thereafter	Minimum application shall not be less than Rs. 1 Crore (Rupees One crore) i.e. 10 (Ten) Debentures.
Issue Timing 1. Issue Opening Date 2. Issue Closing Date 3. Pay-in Date 4. Deemed Date of Allotment	1. Issue Opening Date: September 28, 2020 2. Issue Closing Date: September 28, 2020 3. Pay-in Date: September 29, 2020 4. Deemed Date of Allotment: September 29, 2020
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depository	NSDL/CDSL
Business Day Convention	<p>A day on which money markets are functioning in Mumbai (for the purpose of this section, shall be referred to as the “Working Day”).</p> <p>In line with day count convention stipulated in the SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016, it is hereby clarified that:</p> <p>Should a Final Maturity Date or the Record Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the preceding Working Day shall be considered as the effective date. Further, should the Interest Payment Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the next Working Day shall be considered as the effective date, provided that the Interest shall be calculated till the last day of the relevant Interest Period.</p> <p>It is further clarified that, should the Final Maturity Date/ Redemption Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the previous Working Day will be considered as the effective date for both the Redemption Date and the last Interest Payment Date, provided that the Interest shall be calculated till but excluding such effective date.</p>
Record Date	The record date shall be the date that occurs 7 (seven) calendar days prior to any due date, provided that such date is a Friday. In case the date that occurs 7 (seven) calendar days prior to any due date is not a Friday, the record date (for the purposes of such due date) shall be deemed to be the date occurring on a Friday which is at least 7 (seven) calendar days prior to the relevant due date for determining the beneficiaries of the Debentures for the interest payment and/or principal repayment in relation thereto.

<p>Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document).</p>	<p>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables (“Hypothecated Receivables”) created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Receivables shall at all times be equal to the value of the outstanding principal amount of the Debentures. The issuer undertakes that:</p> <ul style="list-style-type: none"> • The outstanding Facility amount shall be secured (to the satisfaction of the NCD holders) to maintain the value of security at all times equal to 1.15x time or 115% (One Hundred and Fifteen) the aggregate amount of principal outstanding of the NCDs • to replace any Hypothecated Receivables that become non- performing (90 days overdue) with current receivables. Such replacement shall be affected within 15 (Fifteen) Business Days of the receivables becoming non-performing • non-maintenance of security cover will attract penal interest of 2% p.a. over and above the coupon rate for the period of non-compliance <p><u>Eligibility Criteria for the Hypothecated Receivables:</u></p> <ul style="list-style-type: none"> • the receivables are existing at the time of selection and have not been terminated or pre-paid; • the receivables are not overdue on the day of selection • the receivables have not been restructured or rescheduled • all applicable “Know Your Customer” norms have been complied with as prescribed by the Reserve Bank of India or the National Housing Bank; • The receivables would be made up of various classes of loan products the company including micro loans, term loans to other MFIs, MSME loans and various other classes of loan products. <p>All loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines</p>
<p>Transaction documents</p>	<p>The Issuer has executed/ shall execute the documents including but not limited to the following, as required, in connection with the Issue as per latest SEBI guidelines / Companies Act 2013 (as applicable) for issuance of NCDs through Private Placement:</p> <ol style="list-style-type: none"> 1. Letter appointing Trustees to the Debenture Holders; 2. Debenture Trusteeship Agreement; 3. Debenture Trust Deed; 4. Deed of Hypothecation; 5. Shelf Disclosure Document; 6. Private Placement Offer Letter (Form PAS 4); 7. Board Resolution authorizing this Issuance; 8. Applicable Shareholder Resolutions under the Companies Act 2013; 9. Credit Rating Letter & Rationale 10. BSE In-principle Approval for Listing (If Issuer is going through EBM Platform, BSE In-Principal Approval is not required) 11. the audited financial results of the Issuer for the for FY 20 12. Letter of Undertaking from the issuer undertaking that total issuance covered under "Extended Partial Guarantee Scheme" offered by Government of India to all Public Sector Banks should be capped at 1.25 times of Issuer's total maturing liability over a period of six month from date of issuance of bond/debenture/cp. 13. CA Certified total maturing liability over a period of 6 months from the date of the issuance 14. Undertaking from the company: To rework the Asset Liability structure within 3 months to have cumulative positive ALM in each bucket for the first three months

	<p>and on cumulative basis for the remaining period</p> <p>Any other declaration or documentation as mandated in the partial credit guarantee scheme</p>
Conditions Precedent to Disbursement	<p>The Company shall fulfil the following Conditions Precedent the satisfaction of the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date:</p> <ol style="list-style-type: none">1. All corporate approvals from the Board of Directors and shareholders of the Issuer, if applicable, shall have been received for the issuance of the NCDs, and the execution, delivery and performance by the Issuer of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed;2. Execution of the Debenture Trustee Agreement;3. Executed Shelf Disclosure Document4. Debenture Trustee Consent Letter5. The Issuer shall have submitted to the Debenture Trustee the rating letter;6. The Issuer shall have submitted to the Debenture Holders / Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;7. The Issuer shall have submitted to the Debenture Trustee a certified true copy of the constitutional documents of the Company (the Memorandum and Articles of Association and the Certificate of Incorporation) <p>The Issuer shall have submitted to the Debenture Trustee its audited account statements for the most recent financial year or audited financial half-year</p>
Conditions Subsequent to Disbursement	<p>The Issuer shall ensure that the following documents are executed/activities are completed as per the time frame stipulated in the Debenture Trust Deed</p> <ol style="list-style-type: none">1. The Issuer shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within prescribed timelines;2. To create, register and perfect the security (security creation) over the Hypothecated Assets no later than 90 (Ninety) calendar days from the Deemed Date of Allotment or as applicable under relevant regulation and Law or as per SEBI Guidelines, whichever is earlier beyond which company shall pay a penal interest of 2% over the coupon rate from the expiry of 90 days from deemed date of allotment till the creation of security takes place.3. Receive final listing approval from the BSE within 20 calendar days from the Deemed Date of Allotment4. The Issuer shall ensure credit of demat account(s) of the allottee(s) with the number of NCDs allotted within 5 (Five) Business Days of the Deemed Date of Allotment5. Execution of the Debenture Trust Deed in form and manner satisfactory to the Debenture Trustee shall have taken place; in the event of delay in execution of aforementioned deed within 3 months from deemed date of allotment, the company shall pay penal interest at the rate of 2% p.a. over the coupon rate till these conditions are complied with / refund the subscription/ accrues interest due in respect thereof; at the option of Debenture holders6. The issuer shall test the security every 90 days for any deuteriation and shall provide certificate to Trustee7. The Issuer shall ensure compliance with SEBI / Companies Act 2013 (as applicable) for issuance of NCDs.

	<p>8. The Issuer shall file copies of the Debt Disclosure Document with SEBI within the prescribed timelines;</p> <p>9. The Issuer shall obtain listing of the Debentures within 20 (twenty) calendar days of Deemed Date of Allotment, and deliver evidence in a form and manner satisfactory to the Debenture Holders of the final listing of Debentures within 20 (twenty) days of the Deemed Date of Allotment;</p> <p>8. the Issuer shall file Form CHG-9 with the ROC within 90 (ninety) calendar days from the date of execution of the Deed of Hypothecation or within such other extended time as permissible by the Ministry of Corporate Affairs</p> <p>(a) the Issuer shall assist the Debenture Trustee in filing Form I with CERSAI within 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation;</p> <p>(b) the issuer shall within 15 (fifteen) days (or such other time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders)) of the filing of charges, share receipt of certified true copy of the certificate of registration of charge issued by the ROC;</p> <p>(c) within 75 (seventy five) calendar days from the date of execution of the Deed of Hypothecation, provide such other documents/comply with such other requirement as may be prescribed by Debenture Trustee for the perfection of the security created under the Deed of Hypothecation; and</p> <p>(d) provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Debenture Holders may request in connection with the transactions contemplated under the DTD and the other Transaction Documents.</p> <p>(e) Will comply with all RBI and SEBI guidelines for issuance of NCD</p> <p>(f) the audited financial results of the Issuer for the for FY 20</p> <p>(g) The Issuer shall ensure compliance with SEBI / Companies Act, 2013 (as applicable) for issuance of NCDs.</p> <p>The company should submit to Debenture Trustee/Branch, at the end of each quarter, a Chartered Accountant's Certificate stating, inter-alia, that the criteria on (i) qualifying assets, (ii) the aggregate amount of loan, extended for income generation activity, and (iii) pricing guidelines are followed.</p>
<p>Events of Default</p>	<p>Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to:</p> <ol style="list-style-type: none"> 1. Non-payment of any of the dues under this Issuance, 2. Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company; 3. Insolvency, winding up, liquidation 4. Creditors' processes initiated against the company <ol style="list-style-type: none"> a. If initiated by a creditor that is not a lender / debt investor, cure period of 90 days 5. Repudiation of Transaction Documents by the Issuer 6. Cessation of business 7. All or a material part of the undertaking, assets, rights or revenues of the Company are

	<p>condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority;</p> <p>8. Occurrence of a Material Adverse Effect as determined by the Debenture Trustee, acting solely on the instructions of the Majority Debenture Holders</p> <p>9. Application of insolvency petition under bankruptcy code/NCLT by the Issuer Breach of the following covenants: Cross default of any financial indebtedness of the Issuer or its subsidiaries.</p> <p>Upon occurrence of any of the aforesaid event of default, the Debenture Trustee may by a notice in writing to the Company initiate actions as may be contemplated in the Transaction Documents including the following:</p> <ol style="list-style-type: none"> 1. require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Deed and other Transaction Documents; 2. declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable. 3. enforce security.
<p>Provisions related to Cross Default Clause</p>	<p>Customary to transactions of this nature to be provided including but not limited to the following:</p> <ul style="list-style-type: none"> • Non-payment of any amount due and payable in respect of the Debentures and the Transaction Documents; • Failure to maintain security cover; • Breach of any covenants under any of the Transaction Documents; • Repudiation of any Transaction Document; • Misrepresentation; • Unlawfulness; • Material Adverse Effect including any material fraud. Misappropriation, Misstatement, Embezzlement; • Nationalization, Moratorium, Expropriation; • Cessation of Business; • Material Litigation; • Wilful Defaulter; and • Cross default of any financial indebtedness of the Issuer or its subsidiaries. <p>In addition to the other rights upon an Event of Default, Investor shall have the right to accelerate the Debentures and make the outstanding amounts due and payable immediately by the Issuer.</p>
<p>Role and Responsibilities of Debenture Trustee</p>	<p>As more particularly set out in the Transaction Documents, and to oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s), including:</p> <p>(a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. PROVIDED THAT, the Debenture Trustee shall at all times act with due care and diligence before relying upon any advice, opinion, information and communication received by it from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified</p>

	<p>accountant or other expert its attorney, representative or receiver;</p> <p>(b) subject to the approval of the Debenture Holders by way of Super Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing the same and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(c) with a view to facilitating any dealing under any provisions of these presents, subject to the Debenture Trustee obtaining the prior written consent of the Super Majority Debenture Holders, the Debenture Trustee shall have the power (i) to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions), (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the DTD, and (iii) to take any action on behalf of the Debenture Holders;</p> <p>(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;</p> <p>(e) the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof; and</p> <p>(f) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Issuer pursuant to the DTD within 2 (two) Business Days of receiving any of the foregoing from the Issuer.</p> <p>(g) Debenture trustee shall obtain from the MFI, at the end of each quarter, a Chartered Accountant's Certificate stating, inter-alia, that the criteria on (i) qualifying assets, (ii) the aggregate amount of loan, extended for income generation activity, and (iii) pricing guidelines are followed.</p> <p>(h) Debenture Trustee shall make sure the company comply with Guidelines on MFI/NBFC-MFI issued by RBI and any other statutory body (issued in time)</p> <p>PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee, its representatives or any receiver appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust or any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder</p>
Governing Law & Jurisdiction	The Debentures are governed by and will be construed in accordance with the laws of India. The Debenture Holders, by purchasing the Debentures, agree that the courts and tribunals at Mumbai shall have exclusive jurisdiction with respect to matters relating to the Debentures.

Debenture Trustee	Catalyst Trusteeship Limited
Structurer & Arranger	Fortwise Capital Private Limited
Ranking	<p>Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.</p> <p>Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p>
Registrar & Transfer Agent	NSDL Database Management Limited
Undertaking	<ul style="list-style-type: none"> . The company to undertake that the bank finance will not be utilized for the following activities undertaken by it: <ul style="list-style-type: none"> ✓ In real estate business activities. ✓ Any other purpose prohibited by RBI/FEMA ✓ Any other speculative business. . The company to furnish a certificate of end use of funds . Further, certified quarterly cash flow statement to be obtained for monitoring of limits. . The information or data relating to the company / directors/guarantors in any credit facility availed by the company and default, if any, committed by the company / directors/guarantors in discharge of such obligations, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. (CIBIL) and any other agency authorized in this behalf by RBI. The CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and the CIBIL and any other agency so authorized may furnish for consideration, the processed Information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors and registered users, as may be specified by the RBI in this behalf. <p>Company to undertake to maintain minimum asset cover of 1.15x times throughout the tenor of the facilities</p>
Other conditions	<p>No roll-over of non-convertible debentures is permitted.</p> <p>The tenor of the non-convertible debentures shall not exceed the validity period of the credit rating of the instrument, if any.</p>
Prepayment Charges	N.A.
Issue timing:	<p>For each Tranche Issue comprising of one or more Series, as will be specified in the relevant Pricing Supplements.</p> <p>Deemed Date of Allotment – The date on which, the Board of Directors or committee thereof approves the Allotment of Debentures for each Tranche Issue or such date as may be determined by the Board of Directors or a committee thereof and notified to the Designated Stock Exchange. All benefits relating to the Debentures including Coupon on Debentures (as specified for each Tranche Issue and Series by Pricing Supplements) shall be available from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment.</p>
Security Documents	Debenture Trust Deed, read with any amendments or supplements thereto.
Consequences of Event of Default	<p>The consequences of default will, include but not be limited to the following:</p> <ul style="list-style-type: none"> • Acceleration of all outstanding dues, cancellation of total Issue and enforcement of Security; • To transfer assets of the Issuer comprised within the Security created in favour of Debenture Trustee or such other person by way of lease, leave and license, sale or otherwise. Any surplus realized from the transfer of assets after fulfilment of all the obligations of the Issuer under the Issue shall be paid to the Issuer; • Enforce its right under the Transaction Documents;

	<ul style="list-style-type: none"> • Appropriate any amount in the Accounts and utilize it for payment/repayment of any amount outstanding under the Issue; • Charge Default Interest. It is clarified that the default interest shall be charged from the date of occurrence of event of default irrespective of the same being declared by the Investor(s) till such date the default subsists; • Any cost incurred on any of the above shall be borne by the Issuer. <p>The Recall option shall be exercised at PAR, with a prior notice of 30 calendar days to the Issuer</p>
Reporting Covenants	<ol style="list-style-type: none"> 1. Quarterly Reports – within 45 (Forty-Five) calendar days from the end of each financial quarter <ol style="list-style-type: none"> a) Information on financials b) List of Board of Directors c) Shareholding Pattern d) Financial covenant compliance certificate signed by a Director or the Chief Financial Officer/Treasury Head 2. Annual Reports – within 120 (One Hundred and Twenty) calendar days from the end of each financial year <ol style="list-style-type: none"> a) Audited financial statements 3. Event Based Reports – Within 15 (Fifteen) Business Days of the event occurring <ol style="list-style-type: none"> a) Change in Shareholding structure b) Change in Board composition c) Changes in Accounting Policy, which have a material impact, and excluding changes required due to compliance with statutory requirements d) Board approval of annual business plan e) Change in the constitutional documents of the Company f) Material Adverse Effect g) Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect. h) Winding up proceedings i) IBC related application/petition
Financial Covenants	<ol style="list-style-type: none"> 1. The Capital Adequacy Ratio shall be always compliant with minimum levels stipulated by the regulator (“RBI”) or 15% whichever is higher at all points in time 2. The Gearing ratio shall not be more than 7 times 3. The Gross NPA shall be less than 4.5% 4. The Net NPA shall be less than 1.0% <p>All covenants would be tested on quarterly basis for the Company, i.e. as on 31st March, 30th June, 30th September and 31st December every year, on consolidated and standalone balance sheet till the redemption of the Debentures.</p> <p>The covenants shall be certified by the Company within 45 (Forty-Five) calendar days from the end of each financial half year.</p> <p><i>For the purpose of this aforesaid clause, the following definitions may be relied upon:</i></p>

	<p><i>“Debt” shall mean aggregate of</i></p> <ol style="list-style-type: none"> <i>a. All long-term outstanding, whether secured or unsecured, plus</i> <i>b. Contingent liabilities pertaining to corporate / financial guarantees given on behalf of any company / SPV / subsidiary / affiliate to the extent of outstanding of such guaranteed debt, plus</i> <i>c. Any short term debt outstanding whether secured or unsecured, availed of in lieu of long term debt or by way of bridge financing for long term debt</i> <i>d. Any amount raised by acceptance under any acceptance credit facility</i> <i>e. Receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis)</i> <i>f. Any put option, shortfall / liquidity support undertaking, debt service reserve account undertaking, keep fit letter(s), Letter of Comfort issued in favour of any person(s), which give or may give rise to any financial obligation(s)</i> <i>g. Any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;</i> <p><i>“Equity” shall mean issued and paid up Equity, compulsorily convertible instruments and Compulsorily convertible Preference Share Capital (+) all reserves (excluding revaluation reserves and pertaining to instruments which are not equity or compulsorily convertible) (-) any dividend declared (+) deferred tax liability (-) deferred tax assets (-) intangibles (including but not restricted to brand valuation, goodwill etc) as per the latest audited financials of the Issuer.</i></p> <p><i>“Gross NPA (including write-offs)” shall mean the entire outstanding principal value of the relevant portfolio of the Issuer that has one or more instalments of payments (including principal overdue) for 90 days or more or any restructured loans and write-offs, if any .</i></p> <p><i>“Net NPA” shall mean the difference between (i) on the Company’s entire assets under management at any point of time, as the case may be, the outstanding principal value of the relevant portfolio of the Company that has one or more instalments of principal overdue for 90 days or more, including restructured loans but excluding loans that have been written off by the Company and (ii) all provisions created against standard assets, sub-standard assets, doubtful assets and loss assets</i></p>
<p>Negative Covenants</p>	<p>The Issuer shall not without the prior written permission of the Indian Bank (Debenture Holder) and Debenture Trustee, do or undertake to do any of the following:</p> <ol style="list-style-type: none"> a) Formulate any scheme of amalgamation or reconstitution b) Undertake guarantee obligations on behalf of any other Company / Firm etc., except in the ordinary course of business and for its subsidiaries if any. c) Declare dividends for any year out of profits relating to the year if any of the financial commitments to Indian Bank have not been duly met d) Withdraw funds from the business out of the profits relating to the year if any of the financial commitments to Indian Bank have not been duly met e) Sell, assign, mortgage or otherwise dispose off any of the assets charged to Indian Bank so as the security cover does not fall below 1.15x f) Change in promoter, ownership or control more than 10%. g) Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect as defined earlier, without prior consent of the Debenture Trustee. h) Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business, to be with the prior consent of the debenture holder. i) Acquisition or event of the Business Restructuring of the issuer including but not limited to any scheme of merger demerger amalgamation slump sale of assets arrangement with creditors or lenders compromise or.

	Undertake any new major new business outside financial services or any diversification of its business outside financial services without approval of NCD holders.
Affirmative Covenants	<ol style="list-style-type: none"> 1. To utilise the proceeds of this issue in accordance with applicable laws and regulations 2. To comply with corporate governance, fair practices code prescribed by the RBI 3. To comply with latest regulatory guidelines, including on LCR, if applicable 4. Notification of any potential Event of Default or Event of Default; 5. Obtain, comply with and maintain all licenses / authorizations 6. Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them Comply with any monitoring and/or servicing requests from Debenture Trustee <p>To Comply PCGS 2.0 Guidelines</p>
Representations & Warranties	<ol style="list-style-type: none"> 1. The Company is registered as an NBFC 2. No Event of Default has occurred and is continuing on the date of this transaction 3. The Debentures under this Issuance shall rank pari passu amongst themselves, and with all other senior, secured creditors. Binding obligation of Transaction Documents 4. No conflict with other obligations / constitutional documents 5. No Material Adverse Change in business, condition or operations of the Issuer 6. Company has the power and authority to issue Debentures and such Transactions Documents are valid and admissible in evidence 7. Absence of any pending or threatened litigation, investigation or proceedings that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the Facility 8. Illegality <p>And as set out in greater detail in the Transaction Documents. As customary for a transaction of this nature and further provided for in the Debenture Trust Deed for the Issue.</p>
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holders from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer or its Promoter/s.
Representations and Warranties	As customary for a transaction of this nature and further provided for in the Debenture Trust Deed for the Issue.
Transaction Costs	<p>The Issuer shall bear all transaction related costs incurred by the Debenture Holder with respect to legal counsel, valuers and auditors/ consultants. Such costs include:</p> <ul style="list-style-type: none"> • Trustee fees • Rating fees • Stamping and registration costs in relation to all Transaction Documents <p>Any other reasonable transaction related expense incurred by the Debenture issuer</p>
Additional Disclosures (Security Creation (where applicable))	<p>Non-maintenance of security cover will attract penal interest of 2% p.a. over and above the coupon rate for the period of non-compliance.</p> <p>Execution of the Debenture Trust Deed in form and manner satisfactory to the Debenture Trustee shall have taken place; in the event of delay in execution of aforementioned deed within 3 months from deemed date of allotment, the company shall pay penal interest at the rate of 2% p.a. over the coupon rate till these conditions are complied with / refund the subscription/ accrues interest due in respect thereof; at the option of Debenture holders.</p>

(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

Additional Disclosures (Default in Payment)	In the event of a payment default of the amounts due under this Issue or any other Event of Default (whether by way of acceleration, at maturity or otherwise), the Issuer shall pay an additional 2% (Two Percent) per annum over and above the applicable Coupon Rate on the outstanding principal amount of the Debentures, calculated from the date of the occurrence of the default until such default is cured or the Debentures are redeemed pursuant to such default as applicable. Penal interest would also be charged as per bank's guidelines for any breach of financial discipline or non-compliance of the terms of sanction.
Additional Disclosures (Delay in Listing)	In case of delay in listing beyond a period of 20 (twenty) days from the Deemed Date of Allotment, the Issuer will pay penal interest of 2% (one percent) per annum over the Interest/ Coupon rate to the Investor for the period from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of such Debentures.

Notes:

(A) The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.

(B) The additional interest rates mentioned above are independent of each other.

SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

In case of listing of debt securities made on private placement, the following disclosures are required to be made:

1. Name of the bank declaring the entity as a Wilful Defaulter: NIL
2. The year in which the entity is declared as a Wilful Defaulter: NIL
3. Outstanding amount when the entity is declared as a Wilful Defaulter: NIL
4. Name of the entity declared as a Wilful Defaulter: NIL
5. Steps taken, if any, for the removal from the list of wilful defaulters: NIL
6. Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: NIL
7. Any other disclosure as specified by the Board: NIL

SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 TRANSACTION DOCUMENTS

The following documents shall be executed in relation to the Issue:

- (a) The debenture trustee agreement, which will confirm the appointment of Catalyst Trusteeship Limited as the Debenture Trustee ("**Debenture Trustee Agreement**");
- (b) The debenture trust deed, which will set 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 ("**DTD**");
- (c) The deed of hypothecation whereby the Issuer will create charge by way of hypothecation over the receivables in favour of the Debenture Trustee to secure its obligations in respect of the Debentures ("**Deed of Hypothecation**"); and
- (d) Such other documents as agreed between the Issuer and the Debenture Trustee.

7.2 REPRESENTATIONS AND WARRANTIES

1. STATUS

- (a) It is a company, duly incorporated, registered and validly existing under Applicable Law.
- (b) It is a "non-banking financial company-micro finance institution" registered with the RBI.
- (c) It has the power to own its Assets and carry on its business as it is being conducted.

2. BINDING OBLIGATIONS

The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.

3. ISSUE

The Issue and the Debentures comply with the requirements prescribed by the Supervisory Authorities. The proceeds of the Debentures have been/will be utilised for the Purposes in compliance with the DTD and the other Transaction Documents.

4. NON-CONFLICT WITH OTHER OBLIGATIONS

The entry into and performance by it of, and the transactions contemplated by the Transaction Documents do not and will not:

- (a) conflict with, or cause a breach in relation to:
 - (i) any Applicable Law;
 - (ii) its Constitutional Documents;
 - (iii) any agreement or instrument binding upon it or any of its Assets; or
 - (iv) any judgment, decree, order or award of any competent court, tribunal or arbitrator; and
- (b) constitute a default, acceleration or termination of any other document, instrument, or deed that the Issuer is party to.

5. POWER AND AUTHORITY

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

6. VALIDITY AND ADMISSIBILITY IN EVIDENCE

All approvals, authorisations, consents, permits (third party, statutory or otherwise) required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
- (b) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
- (c) for it to carry on its business, and which are material,

have been obtained or effected and are in full force and effect.

7. NO DEFAULT

- (a) No Event of Default has occurred and is continuing or would reasonably be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures.
- (b) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Issuer or any of its Assets or which might have a Material Adverse Effect.

8. RANKING

- (a) Its payment obligations under the Debentures are the direct, unconditional and irrevocable obligations of the Issuer.
- (b) The Debentures shall rank *pari passu inter se* and the payment obligations of the Issuer under the Transaction Documents shall be at least *pari passu* with the claims of all of its other unsecured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally. Commencing from the Initial Security Creation Date, its payment obligations under the Transaction Documents shall be at least *pari passu* with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally.

9. NO PROCEEDINGS PENDING

Except as disclosed by the Issuer in the Debt Disclosure Documents, annual reports and financial statements, no litigation, investigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been commenced or threatened against the Issuer or its officers (including in relation to the insolvency or winding up of the Issuer), which if adversely determined, may have a Material Adverse Effect.

10. NO MISLEADING INFORMATION

All information provided by the Issuer to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise.

11. COMPLIANCE

- (a) The Issuer has complied with Applicable Law.
- (b) The entry into and performance by it of, and the transactions contemplated by the Transaction Documents complies with Applicable Law.
- (c) There has not been and there is no investigation or enquiry by, or order, decree, decision or judgment of any Governmental Authority issued or outstanding or to the best of the Issuer's knowledge, anticipated against the Issuer which would have a Material Adverse Effect, nor has any notice or other communication (official or otherwise) from any Governmental Authority been issued or is outstanding or to the best of the Issuer's knowledge, anticipated with respect to an alleged, actual or potential violation and/or failure to comply with any such Applicable Law or requiring them to take or omit any action.
- (d) The Issuer shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the SEBI, the BSE, CERSAI and the ROC and obtain all consents and approvals required for the completion of the Issue.
- (e) The Issuer has made all payments in respect of its statutory dues, and other amounts required to be paid by it under Applicable Law.

12. ASSETS

Except for the security interests and encumbrances created and recorded with the ROC, the Issuer has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all Assets necessary for the conduct of its business as it is being, and is proposed to be, conducted, or as disclosed in its financial statements.

13. NO FILINGS OR STAMP TAXES

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the Transaction Documents by the Issuer other than the:

- (a) stamping of the Transaction Documents (on or prior to execution in Bhubaneswar, India) in accordance the applicable provisions of the Indian Stamp Act, 1899 (as applicable to Odisha, India);
- (b) stamping of the Debentures in accordance with the Indian Stamp Act, 1899;
- (c) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;
- (d) filing of the Debt Disclosure Documents with the ROC and SEBI;
- (e) filing of Form CHG 9 with the ROC by no later than 30 (thirty) calendar days of the date of creation of security pursuant to the Deed of Hypothecation; and
- (f) filing of Form I with CERSAI by no later than 30 (thirty) days of the date of creation of security pursuant to the Deed of Hypothecation.

14. FINANCIAL STATEMENTS

- (a) The Issuer maintains accurate and correct business and financial records.
- (b) Its financial statements (including those most recently supplied to the Debenture Trustee as of March 31, 2020) are prepared in accordance with Indian GAAP consistently applied save to the extent expressly disclosed in such financial statements.

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- (c) Its financial statements as of March 31, 2020 supplied to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.
- (d) Other than as disclosed in its financial statements and the Debt Disclosure Documents, the Issuer does not have any contingent liabilities in its books.

15. SOLVENCY

- (a) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the DTD or any other Transaction Document. PROVIDED THAT the foregoing shall not apply to any moratorium provided to the Issuer, or Financial Indebtedness of the Issuer rescheduled, pursuant to the Moratorium Directions (COVID-19).
- (b) The Issuer, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.
- (c) The value of the Assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (d) The Issuer has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.
- (e) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the IBC read with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations framed thereunder from time to time)).
- (f) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets").

16. SECURITY

- (a) Commencing from the Initial Security Creation Date, the identified receivables of the Issuer that are secured pursuant to the Deed of Hypothecation for the purposes of collateralizing the Secured Obligations ("**Charged Receivables**") are the sole and absolute property of the Issuer and are free from any mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.
- (b) The Transaction Documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

17. GOI GUARANTEE AND THE GOI GUIDELINES

- (a) The Issuer is a member of Microfinance Institutions Network, India (MFIN), being a self-regulatory organization recognized by the RBI.
- (b) The credit rating (being the Rating) assigned to the Debentures by the Rating Agency complies with the

requirements prescribed under the GOI Guidelines.

- (c) The tenor in respect of the Debentures is more than 9 (nine) months, but does not exceed 18 (eighteen) months.
- (d) The aggregate amount of debt securities (in form of bonds, non-convertible debentures and/or commercial papers) issued by the Issuer does not exceed 1.25 (one decimal two five) times of the Issuer's aggregate debt liability maturing over a period of 6 (six) months from the Deemed Date of Allotment.
- (e) The Issuer has made a profit in at least one of the Financial Years ending on March 31, 2018 (FY 2017-18), March 31, 2019 (FY 2018-19), and/or March 31, 2020 (FY 2019-20).
- (f) The Issuer has been classified as "regular" or "SMA-0" by its lenders for the period that is 1 (one) year prior to August 1, 2018.
- (g) Without prejudice to (a) to (f) above, the Issuer is in compliance with the eligibility criteria applicable to it as set out in the GOI Guidelines.

18. MATERIAL ADVERSE EFFECT

No Material Adverse Effect has occurred, including without limitation, in relation to the business, condition, operations, performance or prospects of the Issuer.

19. ILLEGALITY

It is not illegal or unlawful for the Issuer to perform any of its obligations under the Transaction Documents.

20. EXECUTION OF TRANSACTION DOCUMENTS

- (a) The DTD and the Transaction Documents executed or to be executed constitute legal, valid and enforceable obligations of the Issuer, and, to the extent applicable, create a legal, valid and enforceable security interest in favour of the Debenture Trustee.
- (b) No consents or approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the creation, effectiveness, priority and enforcement of the Transaction Documents and the Transaction Security created thereunder.

7.3 FINANCIAL COVENANTS

1. The Issuer shall at all times until the Final Settlement Date:
 - (a) maintain a Capital Adequacy Ratio of 15% (fifteen percent) or such other higher threshold as may be prescribed by the RBI from time to time;
 - (b) maintain a Debt to Equity Ratio or Gearing Ratio of not more than 7 (seven) times;
 - (c) maintain a ratio of A:B of less than 4.5% (three percent), where A is the Gross NPA, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol; and
 - (d) maintain a ratio of A:B of less than 1% (one percent), where A is the Net NPA, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol.
2. Until the Final Settlement Date, the covenants prescribed in Paragraph 1 above shall be tested for each Quarterly Date on the basis of consolidated and standalone balance sheets of the Issuer on or prior to the Testing Date.
3. For the purpose of this Section 7.3 and this Information Memorandum, the following terms shall have the

following meanings:

- (a) "**Client Loan**" means each loan made by the Issuer as a lender.
- (b) "**Debt**" shall mean aggregate of:
- (i) all outstanding long-term borrowings (whether secured or unsecured);
 - (ii) all contingent liabilities pertaining to corporate and financial guarantees given on behalf of any company, special purpose vehicle, any subsidiary or affiliate to the extent of the amounts outstanding in respect of such guaranteed debt;
 - (iii) all outstanding short-term debt borrowings (whether secured or unsecured), availed of in lieu of any long-term debt or by way of bridge financing for a long-term debt;
 - (iv) all amounts raised by acceptance under any acceptance credit facility;
 - (v) all receivables sold or discounted (other than receivables that are sold on a non-recourse basis);
 - (vi) any obligation under any put option, any shortfall/liquidity support undertaking, any debt service reserve account undertaking, any keep fit letter(s), any letter of comfort issued in favour of any person(s); and
 - (vii) all amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- but shall not include any cash-in-hand and/or any amounts available in the bank accounts of the Issuer.
- (c) "**Debt to Equity Ratio**" or "**Gearing Ratio**" means the ratio of the Debt of the Issuer to the Equity.
- (d) "**Equity**" means (i) the aggregate of (A) the issued and paid up equity shares of the Issuer, (B) all compulsorily convertible instruments and preference share capital of the Issuer, (C) all reserves of the Issuer (excluding revaluation reserves and pertaining to instruments which are not equity shares or compulsorily convertible instruments), and (D) any deferred tax liability, less (ii) the aggregate of any dividend declared, any deferred tax assets, intangibles (including but not restricted to brand valuation, goodwill etc.) as per the latest audited financials of the Issuer.
- (e) "**Gross Loan Portfolio**" means the outstanding principal amount of all Client Loans originated by the Issuer on its own books and the Off Balance Sheet Portfolio.
- (f) "**Gross NPA**" shall mean the aggregate outstanding principal value of the Gross Loan Portfolio of the Issuer that has one or more instalments of payments (including the principal instalments) overdue for 90 (ninety) days or more and any restructured loans and write-offs, if any.
- (g) "**Net NPA**" means, in respect of the Issuer's entire assets under management at any point of time, the difference between (i) the outstanding principal value of the Gross Loan Portfolio of the Issuer that has one or more instalments of principal overdue for 90 (ninety) days or more, including restructured loans but excluding loans that have been written off by the Issuer, and (ii) all provisions created by the Issuer against standard assets, sub-standard assets, doubtful assets and loss assets.
- (h) "**Off Balance Sheet Portfolio**" means the outstanding principal balance of all Client Loans securitized, assigned, originated on behalf of other institutions otherwise sold off in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever including Client Loans originated on behalf of other entities by entering into partnership agreements but not included on the Issuer's own book, excluding interest receivables and accrued interest.

7.4 REPORTING COVENANTS

The Issuer shall provide or cause to be provided to the Debenture Trustee and to the Debenture Holders (including on any online reporting platform notified by the Debenture Trustee or any Debenture Holder), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

1. Prior to the Deemed Date of Allotment, all documents and information and confirmations comprising the Conditions Precedent.
2. As soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year:
 - (a) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian GAAP including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Issuer whether absolute or contingent as of the date thereof; and
 - (b) such additional information or documents as the Debenture Trustee may reasonably request.
3. Within 45 (forty five) calendar days after each Quarterly Date:
 - (a) certified copies of its un-audited consolidated and non-consolidated (if any) quarterly financial statements for the preceding fiscal quarter, prepared in accordance with Indian GAAP including its balance sheet, income statement and statement of cash flow;
 - (b) a certificate signed by a Director or the Chief Financial Officer/Treasury Head of the Issuer stating that the Issuer is in compliance with all the financial covenants;
 - (c) details of the shareholding structure/pattern and composition/list of the board of directors in the Issuer (including any changes from the previous instance where such information was provided); and
 - (d) cash flow statements in a form and manner acceptable to the Debenture Holders.
4. As soon as practicable, and in any event within 15 (fifteen) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect.
5. As soon as practicable, and in any event within 15 (fifteen) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which might, if adversely determined, have a Material Adverse Effect.
6. As soon as practicable, and in any event within 15 (fifteen) Business Days after the Issuer obtains or reasonably should have obtained actual knowledge thereof obtains or reasonably, notice of the occurrence of any Event of Default or potential Event of Default including any steps taken to cure such event.
7. As soon as practicable, and in any event within 15 (fifteen) Business Days, any prepayment, or the receipt of notice of any Financial Indebtedness of the Issuer declared to be due and payable or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
8. As soon as practicable, and in any event within 15 (fifteen) Business Days after such default, notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders

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of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity.

9. As soon as practicable, and in any event within 15 (fifteen) Business Days of receiving any notice of any application for winding up/insolvency having been made or any notice of winding up or insolvency under the provisions of the Act or the IBC or any other statute relating to winding up/insolvency or otherwise of any suit or other legal process intended to be filed or initiated against the Issuer.
10. As soon as practicable and in any event within 15 (fifteen) Business Days of the occurrence of:
 - (a) any change in shareholding structure of the Issuer;
 - (b) any change in the board of directors of the Issuer;
 - (c) any change in the accounting policy of the Issuer, which may have a Material Adverse Effect. PROVIDED THAT the foregoing does not apply to a change in the accounting policy of the Issuer pursuant to Applicable Law;
 - (d) the approval of any business plan by the Board of Directors;
 - (e) any change in its Constitutional Documents;
 - (f) any event likely to have an adverse impact on the profits or business of the Issuer in excess of 5% (five percent) of its profits in the immediately previous Financial Year; and
 - (g) any event likely to have an adverse impact on the financial position of any company which is either a subsidiary or an affiliate of the Issuer, or any company in whose share capital the Issuer has invested, or, if any action is taken/initiated by any creditor of such company. For the purposes of this sub-paragraph, any impact on 10% (ten percent) or more of the total Net Worth of the such entity will be considered as an adverse impact.
11. Within 45 (forty five) calendar days after each financial half year, a certificate signed by a Director or the Chief Financial Officer/Treasury Head of the Issuer stating that the Issuer is in compliance with all the financial covenants.
12. As soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information with respect to the financial condition, business and operations of the Issuer as the Debenture Trustee or the Debenture Holders, may reasonably request from time to time.
13. The Issuer shall provide the following information to the Debenture Trustee/the Debenture Holders, within the timelines prescribed below, or such other timelines as may be prescribed by the Debenture Holders, from time to time:
 - (a) as soon as practicable, provide information to the Debenture Holders in respect of any additional/new financings that are availed by the Issuer from any bank of financial institution; and
 - (b) within 15 (fifteen) calendar days from the end of each Quarterly Date, a certificate from a chartered accountant, certifying:
 - (i) that the proceeds of the Issuer were utilized for providing of loans and financial assistances for sanction of loans that are "qualifying assets" (determined in accordance with the criteria prescribed by the RBI) or for "income generation activities" (determined in accordance with the criteria prescribed by the RBI); and
 - (ii) compliance by the Issuer with pricing cap, margin cap and maximum permissible

variance in pricing in respect of the loans and financial assistances provided by the Issuer to individuals.

14. As soon as practicable and in any event within 45 (forty five) calendar days of receipt of a request such documents, statements or information that may be required:
- (a) by the Debenture Holders for obtaining and procuring the GOI Guarantee from the Guarantor;
 - (b) for evidencing eligibility of the Issuer under the GOI Guidelines;
 - (c) for ensuring compliance of the Debentures (and the Debenture Holders, to the extent required) with Applicable Law (including but not limited to the GOI Guidelines and the GFR); and
 - (d) for complying with any other reporting requirement in respect of the GOI Guarantee.

7.5 AFFIRMATIVE COVENANTS

1. USE OF PROCEEDS

The Issuer shall utilise the amounts received towards subscription of the Debentures for the Purposes in accordance with Applicable Law and procure and furnish to the Debenture Trustee a certificate from the Issuer's auditors/chartered accountants in respect of the utilisation of funds raised by the issue of the Debentures. The Debenture Trustee shall provide a copy of the aforementioned certificate to the Debenture Holders within 5 (five) calendar days of receipt.

2. COMPLIANCE WITH APPLICABLE LAW

- (a) The Issuer will obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all licenses and authorisations necessary to enable it to lawfully enter into and perform its obligations under the DTD and the other Transaction Documents or to ensure the legality, validity, enforceability or admissibility in evidence in India of the DTD and the other Transaction Documents.
- (b) The Issuer will comply with:
 - (i) all Applicable Law (including but not limited to the Act, the GOI Guidelines, any guidelines or directions issued by the Supervisory Authorities (including on liquidity coverage ratio), and any fair practices code, and any directions application to non-banking financial company - micro finance institutions), as applicable on the Issuer and in respect of the Debentures (Including listing thereof) and obtain such regulatory approvals as may be required from time to time;
 - (ii) the Debenture Trustees Regulations as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;
 - (iii) the provisions of the Act in relation to the issue of the Debentures (including but not limited to any obligation of the Issuer to constitute any committee (including any audit committee, remuneration committee, stakeholders' relationship committee etc.) on exceeding the prescribed threshold in accordance with Act or any rules thereunder); and
 - (iv) procure that the Debentures are rated and continue to be rated until the Final Settlement Date.

3. LOSS OR DAMAGE BY UNCOVERED RISKS

The Issuer shall promptly inform the Debenture Trustee of any material loss or significant damage which the Issuer may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, etc. against which the

Issuer may not have insured its properties.

4. COSTS AND EXPENSES

The Issuer shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including travelling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Issuer before they are incurred and shall not include any foreign travel costs.

5. PAYMENT OF RENTS, ETC.

The Issuer shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Issuer as and when the same shall become payable and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Issuer under the DTD.

6. PRESERVE CORPORATE STATUS

- (a) The Issuer shall diligently preserve and maintain its corporate existence and status and comply with all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof.
- (b) The Issuer will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed.

7. PAY STAMP DUTY

The Issuer shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the applicable state laws and in the event of the Issuer failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Issuer shall reimburse the same to the Debenture Trustee on demand.

8. FURNISH INFORMATION

- (a) The Issuer shall provide to the Debenture Trustee or its representatives such information/copies of relevant extracts as they may require on any matters relating to the business of the Issuer or to investigate the affairs of the Issuer.
- (b) The Issuer shall allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation.
- (c) Without prejudice to the foregoing, the Issuer undertakes that it will permit the Debenture Trustee to examine the books and records of the Issuer and to discuss the affairs, finances and accounts of the Issuer with, and be advised as to the same by, officers and independent accountants of the Issuer, all upon reasonable prior notice and at such reasonable times and intervals as the Debenture Trustee may reasonably request.
- (d) The Issuer shall furnish quarterly report to the Debenture Trustee (as may be required in accordance with SEBI/BSE guidelines or regulations) containing the following particulars:
 - (i) updated list of the names and addresses of the Debenture Holders;
 - (ii) details of the interest due, but unpaid and reasons thereof;

- (iii) the number and nature of grievances received from the Debenture Holders and (A) resolved by the Issuer, and (B) unresolved along with the reasons thereof; and
- (iv) a statement that the Transaction Security is sufficient to discharge the claims of the Debenture Holders as and when they become due.
- (e) The Issuer shall inform and provide the Debenture Trustee with all relevant documents in respect of any notice of any Event of Default or potential Event of Default.

9. REDRESSAL OF GRIEVANCES

The Issuer shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.

10. COMPLY WITH INVESTOR EDUCATION AND PROTECTION FUND REQUIREMENTS

The Issuer shall comply with the provisions of the Act relating to transfer of unclaimed/unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it.

11. CORPORATE GOVERNANCE; FAIR PRACTICE CODE

The Issuer shall comply with any corporate governance requirements applicable to the Issuer (as may be prescribed by the Supervisory Authorities or any stock exchange) and the fair practices code prescribed by the Supervisory Authorities.

12. FURTHER ASSURANCES

The Issuer shall:

- (a) provide details of any litigation, arbitration or administrative proceedings that if determined adversely could have a Material Adverse Effect;
- (b) provide details of occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;
- (c) not do any act or omit to do any act that might have a Material Adverse Effect;
- (d) comply with any reasonable monitoring and/or servicing requests from Debenture Holders;
- (e) if so required, comply with the terms of the circular issued by SEBI dated June 23, 2020 on "*Operational framework for transactions in defaulted debt securities post maturity date/ redemption date under provisions of SEBI (Issue and Listing of Debt Securities) Regulations, 2008*", and provide all details/intimations to the Debenture Trustee, the Depository, and BSE (as the case may be) in accordance with the aforementioned circular; and
- (f) comply and execute and/or do, at its own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee.

13. COLLATERAL AND GOI GUARANTEE

The Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:

- (a) the Debentures shall be collateralised by way of a first ranking exclusive continuing security by way of a first ranking exclusive charge on the Charged Receivables in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Initial Security Creation Date;

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- (b) the Debentures shall be supported by the GOI Guarantee to be provided by the Guarantor in accordance with the GOI Guidelines;
- (c) all the Charged Receivables that will be charged to the Debenture Trustee shall always be kept distinguishable and held as the exclusive property of the Issuer specifically appropriated to the Transaction Security and be dealt with only under the directions of the Debenture Trustee;
- (d) the Issuer shall not create any charge, lien or other encumbrance upon or over the Charged Receivables or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice the Transaction Security;
- (e) the Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve the Transaction Security and to maintain the same undiminished and claim reimbursement thereof;
- (f) to create the security over the Charged Receivables as contemplated in the Transaction Documents on or prior to the Initial Security Creation Date by executing the required duly stamped documents/instruments and to register and perfect the security interest created thereunder by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in relation thereto as soon as practicable and no later than 30 (thirty) calendar days from the date of creation of security pursuant to the Deed of Hypothecation;
- (g) commencing from the Initial Security Creation Date until the Final Settlement Date, the Issuer shall, within the timelines prescribed in the Deed of Hypothecation, provide a list of specific loan receivables/identified book debts over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the security cover (as prescribed in the Transaction Documents) to the Secured Parties;
- (h) to keep the Application Money in a designated bank account in the event the DTD and the other Transaction Documents are not executed;
- (i) the Issuer shall, within the timelines prescribed in the Deed of Hypothecation, add fresh receivables to the Charged Receivables so as to ensure that the security cover (as prescribed in the Transaction Documents) is maintained or to replace such Charged Receivables that do not satisfy the eligibility criteria prescribed in the Transaction Documents. Without prejudice to the foregoing, the Issuer will replace all book debts/loan receivables comprising the Charged Receivables that are overdue by 90 (ninety) days or more with fresh book debts/loan receivables that fulfil the eligibility criteria prescribed in the Transaction Documents promptly and in no case later than 15 (fifteen) Business Days of any book debts/loan receivables becoming overdue by 90 (ninety) days or more;
- (j) the Issuer shall, on a half yearly basis, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Charged Receivables from time to time and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Charged Receivables;
- (k) it shall, within 3 (three) months from the Deemed Date of Allotment, re-work and re-asses its asset-liability management framework/structure in all time buckets to ensure that for a period of 3 (three) months from the Deemed Date of Allotment, to ensure that its asset-liability management (determined in accordance with the NBFC Directions) is positive. Without prejudice to the above, the Issuer further undertakes that upon the expiry of 3 (three) months from the Deemed Date of Allotment, and until the Final Settlement Date, it will ensure that the cumulative mismatch/difference in the asset-liability management statement in all time buckets (determined in accordance with the NBFC Directions) is positive;
- (l) without prejudice to any other obligations that the Issuer has under this Deed and the other Transaction Documents, the Issuer shall test/assess/ascertain the Transaction Security (and the security cover (as prescribed in the Transaction Documents) being provided thereto) on a quarterly basis for any deterioration or shortfall, and shall provide certificate confirming the compliance of the Transaction Security with the terms of the Transaction Documents to the Debenture Trustee within the timelines specified by the Debenture Trustee/Debenture Holders;

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- (m) commencing from the Initial Security Creation Date, the security interest created on the Charged Receivables shall be a continuing security;
- (n) commencing from the Initial Security Creation Date, the Charged Receivables shall satisfy the eligibility criteria set out in the Deed of Hypothecation;
- (o) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Issuer to the Debenture Trustee and/ or the Debenture Holders;
- (p) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Issuer which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the DTD; and
- (q) forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Charged Receivables and such amounts shall be deemed to be secured by the Charged Receivables.

14. FILINGS; COMPLIANCE WITH BSE REQUIREMENTS

The Issuer hereby further agrees, declares and covenants with the Debenture Trustee as follows:

- (a) while submitting half yearly / annual financial results in accordance with Regulation 52 of the LODR Regulations, the Issuer shall file with the BSE for dissemination, along with a noting certificate of the Debenture Trustee, containing, inter alia, the following information:
 - (i) credit rating (and any change thereto);
 - (ii) asset cover, if required, accompanied with a half yearly certificate regarding maintenance of the prescribed asset cover in respect of the Debentures, by either a practicing company secretary or a practicing chartered accountant, within 1 (one) month from the end of the half year;
 - (iii) debt to equity ratio accompanied with a certificate of a practicing chartered accountant confirming such debt to equity ratio;
 - (iv) previous Due Date for the payment of interest/principal and whether the same has been paid or not; and
 - (v) next Due Date for the payment of interest/principal;
 - (vi) net worth;
 - (vii) net profit after tax;
 - (viii) earnings per share;
- (b) in accordance with Regulation 52 of the LODR Regulations, the Issuer shall file with the BSE the prescribed statements, financial statements and noting certificate of the Debenture Trustee within the timelines prescribed therein;
- (c) in accordance with Regulation 56 of the LODR Regulations, the Issuer shall submit the following to the Debenture Trustee:
 - (i) a copy of the annual report at the same time as it is issued and a copy of the certificate from the Issuer's auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilized or the purpose for which such funds were intended has been achieved;
 - (ii) a copy of all notices, resolutions and circulars relating to any new issue of non-convertible debt securities (at the same time as they are sent to shareholders/holders of non-convertible debt securities), the meetings of holders of non-

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convertible debt securities (at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings);

- (iii) intimations regarding any revision in the rating or any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Issuer or any failure to create charge on the assets; and
 - (iv) a copy of the statement, if any filed with the BSE in compliance of Regulation 52(7) of the LODR Regulations indicating material deviations, if any, in the use of funds raised by the issue of the Debentures from the object stated in the Debt Disclosure Documents;
- (d) in accordance with Regulation 58 of the LODR Regulations, the Issuer shall furnish the following to the Debenture Holders in the manner prescribed therein:
- (i) physical copies of full annual reports to those Debenture Holders who request the same;
 - (ii) notice of all meetings of the Debenture Holders specifically stating that the provisions for appointment of proxy in accordance with Section 105 of the Act shall be applicable for such meeting; and
 - (iii) proxy forms for the Debenture Holders clearly providing the Debenture Holders to vote for each resolution in such a manner that they may vote either for or against each resolution;
- (e) it will submit the following to the Debenture Trustee, within 45 (forty five) calendar days of each Quarterly Date:
- (i) a certificate from the Director/Managing Director of the Issuer certifying the value of the book debts/receivables comprising the Transaction Security; and
 - (ii) a certificate from an independent chartered accountant giving the value of book debts/receivables comprising the Transaction Security;
- (f) it will submit to the Debenture Trustee, on an annual basis, a certificate from the statutory auditor of the Issuer in relation to the value of the book debts/receivables comprising the Transaction Security;
- (g) it will provide to the Debenture Trustee, a copy of the annual report at the same time as it is issued and a copy of the certificate from the Issuer's statutory auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilized or the purpose for which such funds were intended has been achieved;
- (h) it will submit periodical status/performance reports within 7 (seven) calendar days of the relevant board meeting or within 45 (forty five) calendar days of each Quarterly Date, whichever is earlier;
- (i) it will furnish quarterly reports to the Debenture Trustee (as may be required in accordance with SEBI/BSE guidelines or regulations) with respect to the number and nature of grievances received from the Debenture Holders and (i) resolved by the Issuer, and (ii) unresolved along with the reasons thereof;
- (j) it will keep the Debenture Trustee informed of all orders, directions and/or notices of all courts or tribunals affecting or likely to affect the Transaction Security; and
- (k) the Issuer shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Transaction Security and such amounts shall be deemed to be secured by the Transaction Security.

15. EXECUTION OF TRANSACTION DOCUMENTS

In the event of any delay in the execution of the DTD or any other Transaction Document (including documents in respect of the Transaction Security), the Issuer will, at the option of the Debenture Holders, either:

- (a) refund the Application Money as/discharge the Secured Obligations; or
- (b) pay to the Debenture Holders additional interest at the rate of 2% (two percent) per annum charged on the Outstanding Principal Amounts in addition to the Interest Rate until the DTD or the other Transaction Documents (as the case may be) are duly executed.

16. AUDIT AND INSPECTION

- (a) The Issuer shall permit visits and inspection of books of records, documents and accounts to the Secured Parties and their representatives as and when required by them, after providing prior written notice of at least 3 (three) Business Days to the Issuer.
- (b) The Issuer shall, after receipt of prior written notice of at least 3 (three) Business Days by the Issuer, provide the Debenture Trustee and the Debenture Holders and any of their representatives, professional advisers and contractors with access to and permit them to, at the cost of the Issuer:
 - (i) examine and inspect the books and records, office premises, the premises of the Issuer;
 - (ii) portfolio data in the format prescribed by the Debenture Holders from time to time; and
 - (iii) discuss the affairs, finances and accounts of each Obligor with, and be advised as to the same, by the relevant officers.
- (c) The Issuer shall permit (and provide its cooperation) to any chartered accountant or other representative appointed by the Debenture Holders to conduct an audit in respect of its receivables on an annual basis. All costs and expenses in respect of such audit shall be to the account of the Issuer;
- (d) If so required by the Debenture Holders, all branches of the Issuer shall be inspected by the officials of the Debenture Holders or any other representatives of the Debenture Holders/Debenture Trustee (including any consultants, technical experts, auditors), on a quarterly basis or in such other intervals as the Debenture Holders/Debenture Trustee may determine. The Issuer (and its officers/representatives) shall provide all necessary assistance to the officials/representatives of the Debenture Holders/Debenture Trustee in this regard, and all costs and expenses in respect of such inspection shall be to the account of the Issuer.
- (e) Without prejudice to the above, the Debenture Holders/Debenture Trustee may attend the various meetings conducted by the Issuer (including its board of directors, any committee of the board of directors, senior management), at such intervals as may be required by the Debenture Holders.

17. BOOKS AND RECORDS

The Issuer shall maintain its accounts and records in accordance with Applicable Law, which accurately reflects its financial position and scale of operations.

18. BOARD OF DIRECTORS

- 19. The Issuer shall not appoint any person on its board of directors who is listed as a "defaulter" or a "wilful defaulter" by any financial institution/bank/any other person with the RBI or any other relevant agency. In case any of the directors on the board of directors of the Issuer are declared as a "defaulter" or a "wilful defaulter", the Issuer shall promptly take steps to remove such director from its board of directors, and provide relevant information in this respect to the Debenture Trustee.

20. RATING

The Issuer will ensure and procure that the Rating is valid until at least the Final Settlement Date.

7.6 NEGATIVE COVENANTS

1. CHANGE OF BUSINESS AND CONSTITUTIONAL DOCUMENTS

- (a) Change the general nature of its business from that which is permitted as a "non-banking financial company-micro finance institution" registered with the RBI.
- (b) Make any amendments or modifications to its Constitutional Documents, where any such change(s) may have a Material Adverse Effect.

2. DIVIDEND

Declare or pay any dividend to its shareholders (of equity shares or preference shares) during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the Secured Obligations to the Secured Parties up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof. It is hereby clarified that any dividends can be paid only from the profits of the Issuer.

3. MERGER; EXPANSION

- (a) Enter into any or formulate or propose to enter into any acquisition, slump sale, merger, de-merger, amalgamation, consolidation, re-organization, scheme of arrangement, compromise or settlement with its creditors or shareholders or effect any scheme of amalgamation or reconstruction or entering into negotiations with in relation to any of the foregoing.
- (b) Undertake or permit any scheme of expansion or acquire any fixed assets, if such expansion or acquisition of fixed assets may result in a breach of the financial covenants or any diversion of the Issuer's working capital facilities for financing long-term assets.
- (c) Undertake any new business or diversify its business beyond financial services.

4. COMPROMISE

Enter into any or propose to enter into any composition, compromise, assignment, settlement or arrangement with any creditor of the Issuer or entering into negotiations with in relation to any of the foregoing which may have a Material Adverse Effect.

5. SHAREHOLDING

- (a) Except as otherwise required by Applicable Law, issue any additional shares or equity interests or permit any of its existing shares or equity interests to be transferred, sold, pledged or otherwise encumbered which would lead to change in Control of the Issuer, or the dilution of the shareholding of the Promoters exceeding 10% (ten percent), each from that subsisting as on the Effective Date.
- (b) The Promoters will not encumber, pledge, sell, transfer, or otherwise dispose of their shareholding in the Issuer exceeding 10% (ten percent), in any manner whatsoever, without the prior consent of the Debenture Trustee.

6. DISPOSAL OF ASSETS

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Issuer (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) that has the effect of exiting the current business of the Issuer or re-structuring of the existing business. The foregoing does not apply to any securitisation/portfolio sale of assets undertaken by the Issuer in its ordinary course of business.

7. LOANS; GUARANTEES; CONTRACTUAL OBLIGATIONS

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- (a) Provide any advances or loans, or place any deposits with, or provide any other form of Financial Indebtedness to, any person.
- (b) Give or issue any guarantee, indemnity, bond or letter of credit to or for the benefit of any person other than in the ordinary course of the Issuer's business or for any subsidiary of the Issuer.
- (c) Permit to subsist any guarantee in respect of any Financial Indebtedness of any other person other than in the ordinary course of the Issuer's business or for any subsidiary of the Issuer.
- (d) Invest in the share capital of any other person.

8. REMUNERATION OF THE DIRECTORS

Change the practice followed by the Issuer in respect of the remuneration provided by it to its directors, by way of ordinary remuneration, sitting fees and/or commission. PROVIDED THAT the foregoing shall not apply to any change made in accordance with any Applicable Law.

9. CHANGE IN MANAGEMENT; CHANGE OF CONTROL

- (a) Any change in the key managerial personnel (as defined in the Act) of the Issuer from that subsisting as on the Effective Date.
- (b) Without prejudice to paragraph 5 (*Shareholding*) above, any change of Control from that subsisting as on the Effective Date.
- (c) Any change in any of the directors of the Issuer that are also Promoters of the Issuer, from that subsisting as on the Effective Date.

10. SUBORDINATION

Repay any amounts, advances, deposits, loans or any other amounts that are provided to the Issuer in the form of quasi equity, equity-like instruments or any subordinated debt by any of the Promoters, directors of the Issuer, any other shareholder of the Issuer and/or any of their affiliates. The Issuer may pay interest on any of the aforementioned amounts only if the rate of interest on such amounts is lower than the Interest Rate and no Event of Default has occurred or is subsisting.

11. WITHDRAW FUNDS

Access or withdraw funds or amounts from the business of the Issuer or the profits of any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the Secured Obligations to the Secured Parties up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof.

7.7 EVENTS OF DEFAULT

(b) *Payment Defaults*

The Issuer does not pay any amount payable pursuant to the DTD at the place and in the currency in which it is expressed to be payable.

(c) *Misrepresentation*

Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall prove to have been incorrect,

false, incomplete or misleading in any respect when made or deemed made, and where such breach may have a Material Adverse Effect and, if capable of remedy, is not remedied within 15 (fifteen) calendar days of occurrence.

(d) ***Insolvency/Inability to Pay Debts***

- (i) The Issuer is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness. PROVIDED THAT the foregoing shall not apply to any moratorium provided to the Issuer, or Financial Indebtedness of the Issuer rescheduled, pursuant to the Moratorium Directions (COVID-19).
- (ii) The Issuer commits any act or undertakes any action which may result in the insolvency/liquidation of the Issuer.
- (iii) Any resolution is passed resolving or to consider resolving that the Issuer be wound up voluntarily, or any order for winding up of the Issuer is made by any competent court or tribunal, other than for the purposes of any amalgamation or reconstruction of the Issuer entered into with the prior approval of the Debenture Trustee in accordance with the provisions of the DTD.
- (iv) The Issuer being determined as insolvent under the IBC (read with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations framed thereunder from time to time).

(e) ***Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator or Resolution Professional***

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, insolvency, liquidation, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer. PROVIDED THAT the foregoing shall not apply to any moratorium provided to the Issuer, or Financial Indebtedness of the Issuer rescheduled, pursuant to the Moratorium Directions (COVID-19);
- (ii) a composition, compromise, assignment or arrangement with any creditor of the Issuer;
- (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, resolution professional, compulsory manager or other similar officer in respect of the Issuer;
- (iv) the Issuer, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets");
- (v) the commencement of an insolvency resolution process under the IBC (read with the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019, and any other rules and regulations framed thereunder from time to time) or under any other Applicable Law, in respect of the Issuer (whether voluntarily by the Issuer or otherwise);
- (vi) enforcement of any security over any Assets of the Issuer or any analogous procedure or step is taken in any jurisdiction; or
- (vii) any other event occurs or proceeding is instituted under any Applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (i) to (vi) above.

(f) ***Creditors' Process and Expropriation***

- (i) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any material Assets (including without limitation, the Receivables) of the Issuer and is not discharged within the earlier of (A) the period provided in

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any order of any competent court or tribunal relating to the aforementioned actions, where such action or proceeding has been initiated by a provider of any Financial Indebtedness, or (B) 90 (ninety) calendar days, where such action or proceeding has been initiated by a person other than provider of any Financial Indebtedness.

- (ii) Any expropriation, attachment, garnishee, sequestration, distress or execution affects the Transaction Security or part thereof.
- (iii) All or a material part of the undertaking, Assets, rights or revenues of the Issuer are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Issuer, or shall have taken any action for the dissolution of the Issuer, or any action that would prevent the Issuer, their members, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Governmental Authority.

(g) ***Cessation of Business***

- (i) The Issuer without obtaining the prior consent of the Super Majority Debenture Holders ceases (or threatens to cease) to carry on its business or gives (or threatens to give) notice of its intention to do so.
- (ii) Any competent court or tribunal passes an order restraining or otherwise preventing the Issuer from conducting all or any material part of its business.
- (iii) The termination, withdrawal or non-renewal of any approval, authorisation, or license by the relevant Governmental Authority in relation to the Issue or the Transaction Security.

(h) ***Material Adverse Effect***

The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions on the Majority Debenture Holders).

(i) ***Cross Default***

The Issuer:

- (i) defaults in any payment of any Financial Indebtedness;
- (ii) any affiliate or subsidiary of the Issuer defaults in payment of any of its Financial Indebtedness towards any of the Debenture Holders, or any other bank or financial institution;
- (iii) defaults in the observance or performance of any obligation under any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or
- (iv) any Financial Indebtedness of the Issuer is declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(j) ***Judgment Defaults***

One or more judgments or decrees entered against the Issuer involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Issuer provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) consecutive calendar days.

(k) ***Transaction Documents***

The DTD or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Issuer.

(l) ***Illegality/Unlawfulness***

It is or becomes illegal or unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any of its obligations under any Transaction Document are not or cease to be valid, binding or enforceable.

(m) ***Repudiation***

The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(n) ***Security***

The creation of, or any attempt to create, any charge on the Transaction Security or any part thereof, other than in compliance with the Transaction Documents.

(o) ***Security in Jeopardy***

In the opinion of the Debenture Trustee, the Transaction Security or any part thereof is in jeopardy including any depreciation in the value of the Transaction Security or any part thereof to such an extent that in the opinion of the Debenture Trustee, there is a requirement to provide further security to the satisfaction of the Secured Parties and such additional security is not provided within the time period prescribed in the Deed of Hypothecation.

(p) ***Security and GOI Guarantee***

(i) The Issuer fails to create and perfect the Transaction Security within the timelines prescribed in the Transaction Documents and/or in the manner prescribed in the Transaction Documents.

(ii) Commencing from the Initial Security Creation Date, the value of the Charged Receivables is insufficient to maintain the security cover (as prescribed in the Transaction Documents) and the Issuer fails to maintain the security cover (as prescribed in the Transaction Documents) (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the timelines prescribed in the relevant Transaction Document.

(iii) The GOI Guarantee is not issued in favour of the Debenture Holders and/or the Debenture Trustee (acting on behalf of and for the benefit of the Debenture Holders), as the case may be, within the timelines prescribed under Applicable Law (including the GOI Guidelines), and/or the Guarantor refuses, due to any reason whatsoever, to issue the GOI Guarantee.

(iv) Any Transaction Document fails 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 fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.

(v) The Issuer fails to register and perfect the security interest created on the Charged Receivables (including the failure to file Form CHG-9 with the ROC or the failure to procure the filing of Form I with CERSAI) within the timelines prescribed in the Transaction Documents.

(q) ***Composition or Arrangement***

The Issuer enters into any or proposes to enter into any composition, compromise, assignment, settlement or arrangement with any creditor of the Issuer which might have a Material Adverse Effect.

(r) ***Fraud and Embezzlement; Wilful Defaulter***

- (i) The Issuer or key managerial person (as defined in the Act) of the Issuer, or any other officer of the Issuer commits any act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the funds of the Issuer or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer.
- (ii) Any Promoter or any key managerial personnel of the Issuer are declared as wilful defaulters by any bank or financial institution.

(s) ***Breach of Financial Covenants***

Any breach of any of the financial covenants which is not cured within such time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

(t) ***Breach of Other Covenants***

Any breach of any covenant or undertaking of the Issuer in the Transaction Documents (other than 0 to (r)**Error! Reference source not found.** above) which, if capable of remedy, is not cured within 15 (fifteen) calendar days of occurrence or such other time period as may be prescribed by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

The Debentures being offered as part of the Issue are subject to the provisions of the Act, the Memorandum and Articles of Association of the Issuer, the terms of this Information Memorandum, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

8.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable and transmittable freely in whole or in part without the prior consent of the Issuer. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other Applicable Laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialized form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

8.2 Debentures held in Dematerialized Form

The Debentures shall be held in dematerialized form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by electronic mode of transfer like RTGS/NEFT/direct credit to those Debenture Holder(s) whose names appear on the list of beneficiaries maintained by the R&T Agent. The names would be as per the R&T Agent's records on the Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate debit corporate action.

The list of beneficiaries as of the relevant Record Date setting out the relevant beneficiaries' name and account number, address, bank details and DP's identification number will be given by the R&T Agent to the Issuer. If permitted, the Issuer may transfer payments required to be made in any relation by NEFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

8.3 Debenture Trustee for the Debenture Holder(s)

The Issuer has appointed Catalyst Trusteeship Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee have entered/intend to enter into the Debenture Trustee Agreement and the Debenture Trust Deed, *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to, subject to the terms of the Transaction Documents, do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. The Debenture Trustee Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

8.4 Sharing of Information

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

8.5 Debenture Holder not a Shareholder

The Debenture Holder(s) shall not be entitled to any right and privileges of shareholders other than those available to them under the Act. The Debentures shall not confer upon the Debenture Holders the right to receive notice(s) or to attend and to vote at any general meeting(s) of the shareholders of the Issuer.

8.6 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in the Information Memorandum which, in the opinion of the Debenture Trustee, is of a formal, minor or technical nature or is to correct a manifest error.

Any other change or modification to the terms of the Debentures shall require approval by the Super Majority Debenture Holders.

For the avoidance of doubt, the following matters require the consent of Super Majority Debenture Holders, either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holders as set out below:

- (a) Creating of any additional security; and
- (b) Amendment to the terms and conditions of the Debentures or the Transaction Documents.

8.7 Right to accept or reject Applications

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

8.8 Notices

Any notice, in respect of the Debentures, may be served by the Issuer upon the Debenture Trustee/Debenture Holders in accordance with the terms of the Transaction Documents

8.9 Issue Procedure

Only Eligible Investors as given hereunder may apply for the Debentures by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Debentures that can be applied for and the multiples thereof shall be set out in the Application Form. No Application can be made for a fraction of a Debenture. Application Forms should be duly completed in all respects and applications not completed in the said manner are liable to be rejected. The name of the Applicant's bank, type of account and account number must be duly completed by the Applicant. This is required for the Applicant's own safety and these details will be printed on the refund orders and /or redemptions warrants.

The Applicant should transfer payments required to be made in any relation by NEFT/RTGS, to the bank account as per the details mentioned in the Application Form.

The subscription to the Debentures shall be made by the Eligible Investors through the electronic book mechanism as prescribed by SEBI under the EBP Guidelines by placing bids on the EBP Platform during the Issue period. In case the Eligible Investors are not registered on the EBP Platform, they will have to register themselves as an "investor" on the EBP Platform (as a one time exercise) and also complete the mandatory "know your customer" verification process. The Eligible Investors should also refer to the operational guidelines of the relevant EBP in this respect. The disclosures required pursuant to the EBP Guidelines are set out hereinbelow:

<i>Details of size of issue including green shoe option, if any and a range within which green shoe may be retained (if applicable)</i>	500 (five hundred) rated, listed, senior, redeemable, taxable, non-convertible debentures of face value of Rs. 10,00,000/- (Indian Rupees Ten Lakh) each, aggregating up to Rs. 50,00,00,000/- (Indian Rupees Fifty Crore) Green Shoe Option: N.A.
<i>Bid opening and closing date</i>	Bid opening date: September 28, 2020 Bid closing date: September 28, 2020
<i>Minimum Bid Lot</i>	10 (ten) Debentures and in multiples of 1 (one) Debenture thereafter
<i>Manner of bidding in the Issue</i>	Closed bidding
<i>Manner of allotment in the Issue</i>	Uniform Yield Allotment
<i>Manner of settlement in the Issue</i>	Pay-in of funds through ICCL. The pay-in of the Application Money for the Debentures shall be made by way of transfer of funds from the bank account(s) of the Eligible Investors (whose bids have been accepted) as registered with the Electronic Book Provider into the account of the ICCL, as specified in this regard below.
<i>Settlement Cycle</i>	T+1 Settlement of the Issue will be on September 29, 2020.

Process flow of settlement:

Eligible Investors whose bids have been accepted by the Issuer and to whom a signed copy of this Information Memorandum along with the PPOA have been issued by the Issuer and who have submitted/shall submit the application form ("**Successful Bidders**"), shall make the payments in respect of the Application Money in respect of the Debentures towards the allocation made to them, into the bank account of the ICCL, the details of which are as set out below, on the Deemed Date of Allotment:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	YES BANK
IFSC Code	YESB0CMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

The pay-in of the Application Money by the Successful Bidders will be made only from the bank account(s), which have been provided / updated by them in the EBP system. Any amount received from third party accounts or from accounts not specified in the EBP system will be refunded and no allotment will be made against such payments. Upon the transfer of funds into the aforesaid account of ICCL and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Successful Bidders to the ICCL, the R&T Agent and the EBP and initiating the requisite corporate action for allotment of Debentures and credit of the demat letter of allotment into the relevant demat account of the Successful Bidders through the R&T Agent, the R&T Agent shall provide corporate action file along with all requisite documents to the relevant Depositories by 12:00 hours and also intimate the EBP of the aforesaid actions. Upon the Depositories confirming the allotment of the Debentures and the credit of the Debentures into the demat account of the Successful Bidders to EBP, the subscription monies in respect of the Debentures from the aforesaid account of ICCL shall be released into the Issuer's bank account, the details of which are as set out below:

Beneficiary Name:	Annapurna Finance Private Limited
Bank Account No.	028405005995
SWIFT CODE:	ICICINBBCTS
IFSC CODE:	ICIC0000284
Bank Name	ICICI Bank
Branch Address:	Nayapalli, Bhubaneswar

It must be noted that all funds pay-in obligations need to be fulfilled in totality. Partial fund receipt against any given obligation will be treated as a default and debarment penalties will be applicable as specified by the EBP Guidelines and other Applicable Law.

8.10 Application Procedure

Eligible Investors will be invited to subscribe by way of the Application Form prescribed in the Information Memorandum during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule, and the procedure will be subject to the EBP Guidelines.

8.11 Fictitious Applications

All fictitious applications will be rejected.

8.12 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. In case of over subscription, Allotment shall be made on a "yield time priority basis" in accordance with the EBP Guidelines. The investors will be required to remit the funds in the account of the ICCL as well as submit the duly completed Application Form along with other necessary documents to the Issuer by the Deemed Date of Allotment.

8.13 Payment Instructions

The Application Form should be submitted directly. The entire amount of Rs. 10,00,000/- (Rs. Ten Lakh only) per Debenture is payable along with the making of an application. Applicants can remit the application amount on the Pay-in Date in the account of ICCL mentioned under Section 8.9 above.

8.14 Eligible Investors

The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of Debentures subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):

- (a) Public Sector Banks
- (b) N. A

Without prejudice to the aforesaid, where the selection of the eligible investors is required to be done pursuant to bidding mechanism on the EBP Platform under the EBP Guidelines or any other successive arrangement/platform mandated by SEBI, only those persons out of the aforesaid categories of Eligible Investors, who are registered on the EBP Platform and are eligible to make bids for the Debentures of the Issuer and to whom allocation is to be made by Issuer pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the EBP Guidelines and the Electronic Book Providers shall be considered as "identified persons" for the purposes of Section 42(2) of the Companies Act, 2013, to whom the Company shall make private placement of the Debentures and only such "identified persons" shall receive a direct communication from the Company with offer to subscribe to the Debentures and only such "identified persons" shall be entitled to subscribe to the Debentures.

Additionally, those arrangers/brokers/intermediaries etc. (as per the defined limits under the EBP Guidelines) specifically mapped by the Company on the EBP Platform are also eligible to bid/apply/invest for this Issue.

All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of Debentures and the

(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

Company, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Company required to check or confirm the same.

Hosting of the Information Memorandum on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the Debentures and the same has been hosted only as it is stipulated under the SEBI Debt Listing Regulations read with the EBP Guidelines. Eligible Investors should check their eligibility before making any investment.

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

Note: Participation by potential Investors in the Issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

8.15 Procedure for Applying for Dematerialised Facility

- (a) The Applicant must have at least one beneficiary account with any of the DP's of NSDL/CDSL prior to making the application.
- (b) The Applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the Applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.
- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.16 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL or NSDL for issue and holding of Debenture in dematerialized form.

8.17 List of Beneficiaries

The Issuer shall request the R&T Agent to provide a list of beneficiaries as at the end of each Record Date. This shall be the list, which will be used for payment or repayment of redemption monies.

8.18 Application under Power of Attorney

A certified true copy of the power of attorney or the relevant authority as the case may be along with the names and specimen signature(s) of all the authorized signatories of the Investor and the tax exemption certificate/document of the Investor, if any, must be lodged along with the submission of the completed Application Form. Further modifications/additions in the power of attorney or authority should be notified to the Issuer or to its agents or to such other person(s) at such other address(es) as may be specified by the Issuer from time to time through a suitable communication.

In case of an Application made by companies under a power of attorney or resolution or authority, a certified true copy thereof along with memorandum and articles of association and/or bye-laws along with other constitutional documents must be attached to the Application Form at the time of making the application, failing which, the Issuer reserves the full, unqualified and absolute right to accept or reject any application in whole or in part and in either case without assigning any reason thereto. Names and specimen signatures of all the authorized signatories must also be lodged along with the submission of the completed Application Form.

8.19 Procedure for application by Mutual Funds and Multiple Applications

In case of applications by mutual funds and venture capital funds, a separate application must be made in respect of each scheme of an Indian mutual fund/venture capital fund registered with the SEBI and such applications will not be treated as multiple application, provided that the application made by the asset management company/trustee/custodian clearly indicated their intention as to the scheme for which the application has been made.

The Application Forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made and must be accompanied by certified true copies of:

- (a) SEBI registration certificate
- (b) Resolution authorizing investment and containing operating instructions
- (c) Specimen signature of authorized signatories

8.20 Documents to be provided by potential Investors

Investors need to submit the following documents, as applicable:

- (a) Memorandum and Articles of Association or other constitutional documents
- (b) Resolution authorising investment
- (c) Certified true copy of the Power of Attorney to custodian
- (d) Specimen signatures of the authorised signatories
- (e) SEBI registration certificate (for Mutual Funds)
- (f) Copy of PAN card
- (g) Application Form (including NEFT/RTGS details)

8.21 Applications to be accompanied with Bank Account Details

Every application shall be required to be accompanied by the bank account details of the applicant and the magnetic ink character reader code of the bank for the purpose of availing direct credit of redemption amount and all other amounts payable to the Debenture Holder(s) through electronic mode of transfer like NEFT/RTGS/direct credit.

8.22 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s).

8.23 Mode of Payment

All payments must be made through electronic mode of transfer like NEFT/RTGS/direct credit as set out in the Application Form.

8.24 Effect of Holidays

- (a) If any Due Date on which any Interest or additional interest is payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day.
- (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.
- (c) If the Final Redemption Date falls on a day which is not a Business Day, the payment of any amounts in respect of any Interest and the Outstanding Principal Amounts to be made shall be made on the preceding Business Day.

8.25 Tax Deduction at Source

- (i) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax Deduction unless the Company is required to make a Tax Deduction pursuant to Applicable Law.
- (ii) The Company shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Debenture Trustee accordingly.
- (iii) If the Company is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by Applicable Law.
- (iv) Within the earlier of (A) 60 (sixty) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction; or (B) 60 (sixty) days of each Due Date, the Company shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

8.26 Letters of Allotment/Credit of Allotment

The letter of allotment, indicating allotment of the Debentures or the actual credit of the Debentures, will be credited in dematerialized form within 2 (two) calendar days from the Deemed Date of Allotment.

8.27 Deemed Date of Allotment

The Deemed Date of Allotment of the Debentures will be September 29, 2020.

All benefits relating to the Debentures will be available to the investors from the respective Deemed Date of Allotment(s).

8.28 Record Date

The Record Date will be the date that occurs 7 (seven) calendar days prior to any Due Date, provided that such date is a Friday. In case the date that occurs 7 (seven) calendar days prior to any Due Date is not a Friday, the record date (for the purposes of such Due Date) shall be deemed to be the date occurring on a Friday which is at least 7 (seven) calendar days prior to the relevant Due Date.

8.29 Refunds

Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refunded amount. Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant and the cheque/ draft towards interest on the refunded money will be dispatched by registered post, courier or by way of RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant. In all cases, the interest instruments will be sent, at the sole risk of the Applicant. In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the Registrar shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (seven) days from the Deemed Date of Allotment of the Debentures.

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

8.30 PAN Number

Every applicant should mention its Permanent Account Number (“PAN”) allotted under Income Tax Act, 1961, on the Application Form and attach a self-attested copy as evidence. Application forms without PAN will be considered incomplete and are liable to be rejected.

8.31 Payment on Redemption

The Interest, the principal amounts, the default interest, the penal interest and other amounts, if any, payable by the Company to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Company in writing and the details of which are available with the Registrar. Credit for all payments will be given only on realisation.

Disclaimer: Please note that only those persons to whom this Information Memorandum has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all that documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.

SECTION 9: DECLARATION

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other Applicable Laws have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Information Memorandum is as applicable to privately placed debt securities and subject to the information available with the Issuer. The extent of disclosures made in the Information Memorandum is consistent with disclosures permitted by regulatory authorities to the issue of securities made by the companies in the past.

- A. The Company has complied with the provisions of the Companies Act, 2013 and the rules made hereunder;
- B. The compliance with the Companies Act, 2013 and the rules made thereunder do not imply that payment of dividend or interest or repayment of the Debentures, if applicable, is guaranteed by the Central Government;
- C. The monies received under the offer shall be used only for the purposes and objects indicated in this Information Memorandum;

I am authorized by the Board of Directors of the Issuer *vide* resolution number 11 dated July 9, 2020 read with the resolution dated September 22, 2020 of the Executive Committee of the board of directors of the Company, to sign this Information Memorandum and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with.

Whatever is stated in this Information Memorandum and in the attachments thereto is true, correct and complete and no information material to the subject matter of this Information Memorandum has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association.

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this Information Memorandum.

For Annapurna Finance Private Limited

For Annapurna Finance Pvt. Ltd

Kashi Nath Sahoo

Authorised Signatory

Authorised Signatory

Name: Mr. Kashi Nath Sahoo

Title: Asst. Company Secretary

Date: 28-09-2020

ANNEXURE I: TERM SHEET

The addressee has prescribed/issued the following term sheet to the Issuer. The following provisions shall be more particularly set out in the DTD, and (to the extent applicable), the other Transaction Documents:

Summary of the terms of issuance of the debenture

Nature of Facility	Particulars	Proposed
	Non-Convertible Debentures	50.00
Issuer	Annapurna Finance Private Limited	
Type of Instrument	Non-Convertible Debenture	
Debenture Trustee	Catalyst Trusteeship Limited	
Structurer & Arranger	Fortwise Capital Private Limited	
Investor(s) / Debenture Holders	Indian Bank	
Rating Agency	CRISL Limited	
Rating	CRISIL A-	
Legal Counsel	Phoenix Legal	
Nature of Instrument	Rated, Listed, Senior, Secured, Redeemable, Taxable, Non-Convertible Debentures	
Seniority	Senior	
Mode of Issue	Private placement	
Secured/ Unsecured	Secured	
Interest Rate/Coupon	10.50% Coupon per annum payable annually	
Coupon Payment Frequency	Annual and on Redemption	
Interest Type	Fixed	
Tenor	18 months from Deemed Date of Allotment	
Ranking	<p>Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.</p> <p>Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p>	
Registrar & Transfer Agent	NSDL Database Management Limited	
Depository	NSDL and CDSL	
Issuance mode	Dematerialized, Private Placement	
Trading mode	Dematerialized	
Settlement mode	BSE EBP settlement mechanism	
Listing (including the name of the stock exchange where it will be listed and timeline for listing)	<p>BSE WDM Segment within 20 (twenty) days of the date of the allotment.</p> <p>In case of delay in listing beyond a period of 20 (twenty) days from the Deemed Date of Allotment, the Issuer will pay penal interest of 2% (one percent) per annum over the Interest/ Coupon rate to the Investor for the period from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of such Debentures.</p> <p>In case Company not able to List the NCD from the expiry of 30 (thirty) days from Deemed Date of Allotment the Bank has right to recall the amount invested in the Company along with accrued interest</p>	
Issue Size	Rs. 50,00,00,000/- (Rupees fifty crores only)	

Purpose of the Facility	To meet the funding requirements to economically weaker section of women for income generation purpose for Agriculture and Agri Allied Products and MSME as per RBI guidelines and towards general business purposes of the Issuer, in compliance with relevant regulatory guidelines.
Details of utilization of proceeds	<p>The funds raised by the Issue, after meeting the costs and expenses in respect of the Issue, shall be utilized by the Issuer solely for the following ("Purpose"):</p> <ul style="list-style-type: none"> (a) financing activities and business operations of the Issuer (including on-ward lending); (b) re-payment of the existing Financial Indebtedness of the Issuer; and (c) general corporate purposes of the Issuer. <ul style="list-style-type: none"> i. The Issuer shall not use the proceeds of the Issue towards (i) any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities; (ii) any speculative purposes; (iii) investment in the real estate sector; or (iv) in contravention of Applicable Law (including without limitation, any guidelines, rules or regulations of the Supervisory Authorities) (v) or any usage that are restricted for bank financing. <p>Utilization of the issue proceeds should comply with the Guidelines on MFI/NBFC-MFI issued by RBI or any other statutory body</p> <p>The proceeds shall be parked in such accounts/ places as may be permitted under Applicable Law, from time to time, and utilised by the Issuer towards financing to economically weaker section of women for income generation purpose for Agriculture and Agri Allied Products and MSME as per RBI guidelines and for such other purposes, including towards general business purposes of the Issuer, in compliance with relevant regulatory guidelines, and in such a manner that may be permitted by the RBI or under Applicable Law from time to time.</p>
Coupon Reset Process	N.A.
Day count basis	<p>Actual/Actual.</p> <p>It is clarified that in case of Interest payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred and sixty-six) days (per the SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016).</p>
Interest on application money	<p>NIL.</p> <p>However, if the Issuer fails to allot the Debentures to the Applicants within 2 (two) calendar days from the date of receipt of the Application Money ("Allotment Period"), it shall repay the Application Money to the Applicants within 15 (Fifteen) calendar days from the expiry of the Allotment Period ("Repayment Period"). If the Issuer fails to repay the Application Money within the Repayment Period, then Issuer shall be liable to repay the Application Money along with interest at the rate of 12% per annum, gross of withholding taxes, from the expiry of the Allotment Period.</p>
Penal Interest	<p>In the event of a payment default of the amounts due under this Issue or any other Event of Default (whether by way of acceleration, at maturity or otherwise), the Issuer shall pay an additional 2% (Two Percent) per annum over and above the applicable Coupon Rate on the outstanding principal amount of the Debentures, calculated from the date of the occurrence of the default until such default is cured or the Debentures are redeemed pursuant to such default as applicable.</p> <p>Penal interest would also be charged as per bank's guidelines for any breach of financial discipline or non-compliance of the terms of sanction.</p>

Redemption Date/ Maturity Date	Bullet repayment at the end of 18 months from the Deemed Date of Allotment
Redemption Amount	At Par
Undertaking	<ol style="list-style-type: none"> 1. The company to undertake that the bank finance will not be utilized for the following activities undertaken by it: <ul style="list-style-type: none"> ✓ In real estate business activities. ✓ Any other purpose prohibited by RBI/FEMA ✓ Any other speculative business. 2. The company to furnish a certificate of end use of funds 3. Further, certified quarterly cash flow statement to be obtained for monitoring of limits. 4. The information or data relating to the company / directors/guarantors in any credit facility availed by the company and default, if any, committed by the company / directors/guarantors in discharge of such obligations, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. (CIBIL) and any other agency authorized in this behalf by RBI. The CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and the CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors and registered users, as may be specified by the RBI in this behalf. 5. Company to undertake to maintain minimum asset cover of 1.15x times throughout the tenor of the facilities
Other conditions	<ul style="list-style-type: none"> • No roll-over of non-convertible debentures is permitted. • The tenor of the non-convertible debentures shall not exceed the validity period of the credit rating of the instrument, if any.
Prepayment Charges	N.A.
Issue Price	Face Value
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs) per Debenture.
Minimum application and multiples	Minimum application shall not be less than Rs. 1 Crore (Rupees One crore) i.e. 10 (Ten) Debentures.
Issue timing:	<p>For each Tranche Issue comprising of one or more Series, as will be specified in the relevant Pricing Supplements.</p> <p>Deemed Date of Allotment – The date on which, the Board of Directors or committee thereof approves the Allotment of Debentures for each Tranche Issue or such date as may be determined by the Board of Directors or a committee thereof and notified to the Designated Stock Exchange. All benefits relating to the Debentures including Coupon on Debentures (as specified for each Tranche Issue and Series by Pricing Supplements) shall be available from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment.</p>
Issue Schedule	
Issue Opening Date	September 28, 2020
Issue Closing Date	September 28, 2020
Pay-in Date	September 29, 2020
Deemed Date of Allotment	September 29, 2020
Issuance mode of instrument	Demat only
Trading mode of instrument	Demat only
Settlement mode of instrument	RTGS/ Any other electronic mode

Depository	NSDL and / or CDSL
Day Count Convention	<p>A day on which money markets are functioning in Mumbai (for the purpose of this section, shall be referred to as the “Working Day”).</p> <p>In line with day count convention stipulated in the SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016, it is hereby clarified that:</p> <p>Should a Final Maturity Date or the Record Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the preceding Working Day shall be considered as the effective date. Further, should the Interest Payment Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the next Working Day shall be considered as the effective date, provided that the Interest shall be calculated till the last day of the relevant Interest Period.</p> <p>It is further clarified that, should the Final Maturity Date/ Redemption Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the previous Working Day will be considered as the effective date for both the Redemption Date and the last Interest Payment Date, provided that the Interest shall be calculated till but excluding such effective date.</p>
Record Date	<p>The record date shall be the date that occurs 7 (seven) calendar days prior to any due date, provided that such date is a Friday. In case the date that occurs 7 (seven) calendar days prior to any due date is not a Friday, the record date (for the purposes of such due date) shall be deemed to be the date occurring on a Friday which is at least 7 (seven) calendar days prior to the relevant due date for determining the beneficiaries of the Debentures for the interest payment and/or principal repayment in relation thereto.</p>
Security & Security Cover	<p>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables (“Hypothecated Receivables”) created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Receivables shall at all times be equal to the value of the outstanding principal amount of the Debentures. The issuer undertakes that:</p> <ul style="list-style-type: none"> • The outstanding Facility amount shall be secured (to the satisfaction of the NCD holders) to maintain the value of security at all times equal to 1.15x time or 115% (One Hundred and Fifteen) the aggregate amount of principal outstanding of the NCDs • to replace any Hypothecated Receivables that become non- performing (90 days overdue) with current receivables. Such replacement shall be affected within 15 (Fifteen) Business Days of the receivables becoming non-performing • non-maintenance of security cover will attract penal interest of 2% p.a. over and above the coupon rate for the period of non-compliance <p><u>Eligibility Criteria for the Hypothecated Receivables:</u></p> <ul style="list-style-type: none"> • the receivables are existing at the time of selection and have not been terminated or pre-paid; • the receivables are not overdue on the day of selection • the receivables have not been restructured or rescheduled

	<ul style="list-style-type: none"> • all applicable “Know Your Customer” norms have been complied with as prescribed by the Reserve Bank of India or the National Housing Bank; • The receivables would be made up of various classes of loan products the company including micro loans, term loans to other MFIs, MSME loans and various other classes of loan products. • All loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines
<p>Transaction Documents/Debenture Documents</p>	<p>The Issuer has executed/ shall execute the documents including but not limited to the following, as required, in connection with the Issue as per latest SEBI guidelines / Companies Act 2013 (as applicable) for issuance of NCDs through Private Placement:</p> <ol style="list-style-type: none"> 1. Letter appointing Trustees to the Debenture Holders; 2. Debenture Trusteeship Agreement; 3. Debenture Trust Deed; 4. Deed of Hypothecation; 5. Shelf Disclosure Document; 6. Private Placement Offer Letter (Form PAS 4); 7. Board Resolution authorizing this Issuance; 8. Applicable Shareholder Resolutions under the Companies Act 2013; 9. Credit Rating Letter & Rationale 10. BSE In-principle Approval for Listing (If Issuer is going through EBM Platform, BSE In-Principal Approval is not required) 11. the audited financial results of the Issuer for the for FY 20 12. Letter of Undertaking from the issuer undertaking that total issuance covered under "Extended Partial Guarantee Scheme" offered by Government of India to all Public Sector Banks should be capped at 1.25 times of Issuer's total maturing liability over a period of six month from date of issuance of bond/debenture/cp. 13. CA Certified total maturing liability over a period of 6 months from the date of the issuance 14. Undertaking from the company: To rework the Asset Liability structure within 3 months to have cumulative positive ALM in each bucket for the first three months and on cumulative basis for the remaining period 15. Any other declaration or documentation as mandated in the partial credit guarantee scheme
<p>Security Documents</p>	<p>Debenture Trust Deed, read with any amendments or supplements thereto.</p>
<p>Events of Default</p>	<p>Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to:</p> <ol style="list-style-type: none"> 1. Non-payment of any of the dues under this Issuance, 2. Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company; 3. Insolvency, winding up, liquidation 4. Creditors’ processes initiated against the company <ol style="list-style-type: none"> a. If initiated by a creditor that is not a lender / debt investor, cure period of 90 days

	<p>5. Repudiation of Transaction Documents by the Issuer</p> <p>6. Cessation of business</p> <p>7. All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority;</p> <p>8. Occurrence of a Material Adverse Effect as determined by the Debenture Trustee, acting solely on the instructions of the Majority Debenture Holders</p> <p>9. Application of insolvency petition under bankruptcy code/NCLT by the Issuer</p> <p>Breach of the following covenants:</p> <p>On the occurrence of any of the following events, which shall constitute an event of default of any financial indebtedness of the Issuer or its subsidiaries.</p> <p>Upon occurrence of any of the aforesaid event of default, the Debenture Trustee may by a notice in writing to the Company initiate actions as may be contemplated in the Transaction Documents including the following:</p> <ol style="list-style-type: none"> 1. require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Deed and other Transaction Documents; 2. declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable. 3. enforce security
<p>Consequences of Event of Default</p>	<p>The consequences of default will, include but not be limited to the following:</p> <ul style="list-style-type: none"> • Acceleration of all outstanding dues, cancellation of total Issue and enforcement of Security; • To transfer assets of the Issuer comprised within the Security created in favour of Debenture Trustee or such other person by way of lease, leave and license, sale or otherwise. Any surplus realized from the transfer of assets after fulfilment of all the obligations of the Issuer under the Issue shall be paid to the Issuer; • Enforce its right under the Transaction Documents; • Appropriate any amount in the Accounts and utilize it for payment/repayment of any amount outstanding under the Issue; • Charge Default Interest. It is clarified that the default interest shall be charged from the date of occurrence of event of default irrespective of the same being declared by the Investor(s) till such date the default subsists; • Any cost incurred on any of the above shall be borne by the Issuer. <p><i>The Recall option shall be exercised at PAR, with a prior notice of 30 calendar days to the Issuer</i></p>
<p>Arbitration</p>	<p>In the event of any dispute or difference between the Parties to this agreement in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, such dispute or difference shall be referred to arbitration by a sole arbitrator, appointed by the Investor in its sole discretion, in accordance with the (Indian) Arbitration and Conciliation Act, 1996, or any modification or amendment thereof. The arbitration shall be held in Mumbai. The language of the arbitration proceedings shall be English. The expenses of the arbitration shall be borne by the Issuer. The decision of such arbitration shall be</p>

	binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction.
Reporting Covenants	<ol style="list-style-type: none">1. Quarterly Reports – within 45 (Forty-Five) calendar days from the end of each financial quarter<ol style="list-style-type: none">a) Information on financialsb) List of Board of Directorsc) Shareholding Patternd) Financial covenant compliance certificate signed by a Director or the Chief Financial Officer/Treasury Head2. Annual Reports – within 120 (One Hundred and Twenty) calendar days from the end of each financial year<ol style="list-style-type: none">a) Audited financial statements3. Event Based Reports – Within 15 (Fifteen) Business Days of the event occurring<ol style="list-style-type: none">a) Change in Shareholding structureb) Change in Board compositionc) Changes in Accounting Policy, which have a material impact, and excluding changes required due to compliance with statutory requirementsd) Board approval of annual business plane) Change in the constitutional documents of the Companyf) Material Adverse Effectg) Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect.h) Winding up proceedingsi) IBC related application/petition
Financial Covenants	<ol style="list-style-type: none">1. The Capital Adequacy Ratio shall be always compliant with minimum levels stipulated by the regulator (“RBI”) or 15% whichever is higher at all points in time2. The Gearing ratio shall not be more than 7 times3. The Gross NPA shall be less than 4.5%4. The Net NPA shall be less than 1.0% <p>All covenants would be tested on quarterly basis for the Company, i.e. as on 31st March, 30th June, 30th September and 31st December every year, on consolidated and standalone balance sheet till the redemption of the Debentures.</p> <p>The covenants shall be certified by the Company within 45 (Forty-Five) calendar days from the end of each financial half year.</p> <p><i>For the purpose of this aforesaid clause, the following definitions may be relied upon:</i></p> <p><i>“Debt” shall mean aggregate of</i></p> <ol style="list-style-type: none">a. All long-term outstanding, whether secured or unsecured, plus

	<p>b. <i>Contingent liabilities pertaining to corporate / financial guarantees given on behalf of any company / SPV / subsidiary / affiliate to the extent of outstanding of such guaranteed debt, plus</i></p> <p>c. <i>Any short term debt outstanding whether secured or unsecured, availed of in lieu of long term debt or by way of bridge financing for long term debt</i></p> <p>d. <i>Any amount raised by acceptance under any acceptance credit facility</i></p> <p>e. <i>Receivables sold or discounted (other than receivables to the extent they are sold on a non-recourse basis)</i></p> <p>f. <i>Any put option, shortfall / liquidity support undertaking, debt service reserve account undertaking, keep fit letter(s), Letter of Comfort issued in favour of any person(s), which give or may give rise to any financial obligation(s)</i></p> <p>g. <i>Any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;</i></p> <p><i>“Equity” shall mean issued and paid up Equity, compulsorily convertible instruments and Compulsorily convertible Preference Share Capital (+) all reserves (excluding revaluation reserves and pertaining to instruments which are not equity or compulsorily convertible) (-) any dividend declared (+) deferred tax liability (-) deferred tax assets (-) intangibles (including but not restricted to brand valuation, goodwill etc) as per the latest audited financials of the Issuer.</i></p> <p><i>“Gross NPA (including write-offs)” shall mean the entire outstanding principal value of the relevant portfolio of the Issuer that has one or more instalments of payments (including principal overdue) for 90 days or more or any restructured loans and write-offs, if any .</i></p> <p>1. <i>“Net NPA” shall mean the difference between (i) on the Company’s entire assets under management at any point of time, as the case may be, the outstanding principal value of the relevant portfolio of the Company that has one or more instalments of principal overdue for 90 days or more, including restructured loans but excluding loans that have been written off by the Company and (ii) all provisions created against standard assets, sub-standard assets, doubtful assets and loss assets</i></p>
Negative Covenants	<p>The Issuer shall not without the prior written permission of the Indian Bank (Debenture Holder) and Debenture Trustee, do or undertake to do any of the following:</p> <ul style="list-style-type: none">a) Formulate any scheme of amalgamation or reconstitutionb) Undertake guarantee obligations on behalf of any other Company / Firm etc., except in the ordinary course of business and for its subsidiaries if any.c) Declare dividends for any year out of profits relating to the year if any of the financial commitments to Indian Bank have not been duly metd) Withdraw funds from the business out of the profits relating to the year if any of the financial commitments to Indian Bank have not been duly mete) Sell, assign, mortgage or otherwise dispose off any of the assets charged to Indian Bank so as the security cover does not fall below 1.15xf) Change in promoter, ownership or control more than 10%.g) Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect as defined earlier, without prior consent of the Debenture Trustee.h) Any sale of assets/business/division that has the effect of exiting the

	<p>business or re-structuring of the existing business, to be with the prior consent of the debenture holder.</p> <p>i) Acquisition or event of the Business Restructuring of the issuer including but not limited to any scheme of merger demerger amalgamation slump sale of assets arrangement with creditors or lenders compromise or.</p> <p>j) Undertake any new major new business outside financial services or any diversification of its business outside financial services without approval of NCD holders.</p>
Affirmative Covenants	<ol style="list-style-type: none"> 1. To utilise the proceeds of this issue in accordance with applicable laws and regulations 2. To comply with corporate governance, fair practices code prescribed by the RBI 3. To comply with latest regulatory guidelines, including on LCR, if applicable 4. Notification of any potential Event of Default or Event of Default; 5. Obtain, comply with and maintain all licenses / authorizations 6. Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them Comply with any monitoring and/or servicing requests from Debenture Trustee 7. To Comply PCGS 2.0 Guidelines
Representations & Warranties	<ol style="list-style-type: none"> 1. The Company is registered as an NBFC 2. No Event of Default has occurred and is continuing on the date of this transaction 3. The Debentures under this Issuance shall rank pari passu amongst themselves, and with all other senior, secured creditors. Binding obligation of Transaction Documents 4. No conflict with other obligations / constitutional documents 5. No Material Adverse Change in business, condition or operations of the Issuer 6. Company has the power and authority to issue Debentures and such Transactions Documents are valid and admissible in evidence 7. Absence of any pending or threatened litigation, investigation or proceedings that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the Facility 8. Illegality <p>And as set out in greater detail in the Transaction Documents.</p>
Rating downgrade/ upgrade event	<p>In case the rating is downgraded to BBB+ from A- then an additional 0.25% p.a would be payable on the NCDs from the date of downgrade. It is clarified the additional step up coupon would be payable only till the rating of the Company remains below A-rating and shall not be charged if the rating is restored to the original level or higher level by respective rating agencies. PROVIDED THAT, the decreased rate of Interest in accordance with this provision cannot, in any case, be lower than the Interest Rate fixed at the time of issuance.</p> <p>However, the bank shall have a right of call for early redemption at par in case the ratings fall by two notches from current rating of A- .("Recall Option")</p> <p>The Recall option shall be exercised at PAR, with a prior notice of 30 calendar days to the Issuer.</p> <p>For the purpose of this clause, if the issue is rated by more than one agency, then the lowest of the ratings shall be considered</p>
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holders from and against

	any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer or its Promoter/s.
Conditions Precedent to Disbursement	<p>The Company shall fulfil the following Conditions Precedent the satisfaction of the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date:</p> <ol style="list-style-type: none">1. All corporate approvals from the Board of Directors and shareholders of the Issuer, if applicable, shall have been received for the issuance of the NCDs, and the execution, delivery and performance by the Issuer of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed;2. Execution of the Debenture Trustee Agreement;3. Executed Shelf Disclosure Document4. Debenture Trustee Consent Letter5. The Issuer shall have submitted to the Debenture Trustee the rating letter;6. The Issuer shall have submitted to the Debenture Holders / Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;7. The Issuer shall have submitted to the Debenture Trustee a certified true copy of the constitutional documents of the Company (the Memorandum and Articles of Association and the Certificate of Incorporation)8. The Issuer shall have submitted to the Debenture Trustee its audited account statements for the most recent financial year or audited financial half-year
Conditions subsequent to the Disbursement	<p>The Issuer shall ensure that the following documents are executed/activities are completed as per the time frame stipulated in the Debenture Trust Deed</p> <ol style="list-style-type: none">1. The Issuer shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within prescribed timelines;2. To create, register and perfect the security (security creation) over the Hypothecated Assets no later than 90 (Ninety) calendar days from the Deemed Date of Allotment or as applicable under relevant regulation and Law or as per SEBI Guidelines, whichever is earlier beyond which company shall pay a penal interest of 2% over the coupon rate from the expiry of 90 days from deemed date of allotment till the creation of security takes place.3. Receive final listing approval from the BSE within 20 calendar days from the Deemed Date of Allotment4. The Issuer shall ensure credit of demat account(s) of the allottee(s) with the number of NCDs allotted within 5 (Five) Business Days of the Deemed Date of Allotment5. Execution of the Debenture Trust Deed in form and manner satisfactory to the Debenture Trustee shall have taken place; in the event of delay in execution of aforementioned deed within 3 months from deemed date of allotment, the company shall pay penal interest at the rate of 2% p.a. over the coupon rate till these conditions are complied with / refund the subscription/ accrues interest due in respect thereof; at the option of Debenture holders6. The issuer shall test the security every 90 days for any deuteriation and shall provide certificate to Trustee

	<p>7. The Issuer shall ensure compliance with SEBI / Companies Act 2013 (as applicable) for issuance of NCDs.</p> <p>(a) the Issuer shall file copies of the Debt Disclosure Document with SEBI within the prescribed timelines;</p> <p>(b) the Issuer shall obtain listing of the Debentures within 20 (twenty) calendar days of Deemed Date of Allotment, and deliver evidence in a form and manner satisfactory to the Debenture Holders of the final listing of Debentures within 20 (twenty) days of the Deemed Date of Allotment;</p> <p>9. the Issuer shall file Form CHG-9 with the ROC within 90 (ninety) calendar days from the date of execution of the Deed of Hypothecation or within such other extended time as permissible by the Ministry of Corporate Affairs</p> <p>(a) the Issuer shall assist the Debenture Trustee in filing Form I with CERSAI within 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation;</p> <p>(b) the issuer shall within 15 (fifteen) days (or such other time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders)) of the filing of charges, share receipt of certified true copy of the certificate of registration of charge issued by the ROC;</p> <p>(c) within 75 (seventy five) calendar days from the date of execution of the Deed of Hypothecation, provide such other documents/comply with such other requirement as may be prescribed by Debenture Trustee for the perfection of the security created under the Deed of Hypothecation; and</p> <p>(d) provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Debenture Holders may request in connection with the transactions contemplated under the DTD and the other Transaction Documents.</p> <p>(e) Will comply with all RBI and SEBI guidelines for issuance of NCD</p> <p>(f) the audited financial results of the Issuer for the for FY 20</p> <p>(g) The Issuer shall ensure compliance with SEBI / Companies Act, 2013 (as applicable) for issuance of NCDs.</p> <p>(h) The company should submit to Debenture Trustee/Branch, at the end of each quarter, a Chartered Accountant's Certificate stating, inter-alia, that the criteria on (i) qualifying assets, (ii) the aggregate amount of loan, extended for income generation activity, and (iii) pricing guidelines are followed.</p>
Events of Default	<p>Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to:</p> <ol style="list-style-type: none">1. Non-payment of any of the dues under this Issuance,2. Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company;

	<ol style="list-style-type: none"> 3. Insolvency, winding up, liquidation 4. Creditors' processes initiated against the company <ol style="list-style-type: none"> a. If initiated by a creditor that is not a lender / debt investor, cure period of 90 days 5. Repudiation of Transaction Documents by the Issuer 6. Cessation of business 7. All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority; 8. Occurrence of a Material Adverse Effect as determined by the Debenture Trustee, acting solely on the instructions of the Majority Debenture Holders 9. Application of insolvency petition under bankruptcy code/NCLT by the Issuer Breach of the following covenants: Cross default of any financial indebtedness of the Issuer or its subsidiaries. 10. Upon occurrence of any of the aforesaid event of default, the Debenture Trustee may by a notice in writing to the Company initiate actions as may be contemplated in the Transaction Documents including the following: 11. require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with this Deed and other Transaction Documents; 12. declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable. <p>enforce security</p>
<p>Provisions related to Cross Default</p>	<p>Customary to transactions of this nature to be provided including but not limited to the following:</p> <ul style="list-style-type: none"> • Non-payment of any amount due and payable in respect of the Debentures and the Transaction Documents; • Failure to maintain security cover; • Breach of any covenants under any of the Transaction Documents; • Repudiation of any Transaction Document; • Misrepresentation; • Unlawfulness; • Material Adverse Effect including any material fraud. Misappropriation, Misstatement, Embezzlement; • Nationalization, Moratorium, Expropriation; • Cessation of Business; • Material Litigation; • Wilful Defaulter; and • Cross default of any financial indebtedness of the Issuer or its subsidiaries. <p>In addition to the other rights upon an Event of Default, Investor shall have the right to accelerate the Debentures and make the outstanding amounts due and payable immediately by the Issuer.</p>
<p>Roles and responsibilities of the Debenture Trustee</p>	<p>As more particularly set out in the Transaction Documents, and to oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s),</p>

	<p>including:</p> <ul style="list-style-type: none">(a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Debenture Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. PROVIDED THAT, the Debenture Trustee shall at all times act with due care and diligence before relying upon any advice, opinion, information and communication received by it from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert its attorney, representative or receiver;(b) subject to the approval of the Debenture Holders by way of Super Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient amounts shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing the same and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;(c) with a view to facilitating any dealing under any provisions of these presents, subject to the Debenture Trustee obtaining the prior written consent of the Super Majority Debenture Holders, the Debenture Trustee shall have the power (i) to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions), (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the DTD, and (iii) to take any action on behalf of the Debenture Holders;(d) the Debenture Trustee shall not be responsible for the amounts paid by the Applicants for the Debentures;(e) the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts thereof; and(f) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Issuer pursuant to the DTD within 2 (two) Business Days of receiving any of the foregoing from the Issuer.(g) Debenture trustee shall obtain from the MFI, at the end of each quarter, a Chartered Accountant's Certificate stating, inter-alia, that the criteria on (i) qualifying assets, (ii) the aggregate amount of loan, extended for income generation activity, and (iii) pricing guidelines are followed.
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	<p>(h) Debenture Trustee shall make sure the company comply with Guidelines on MFI/NBFC-MFI issued by RBI and any other statutory body (issued in time)</p> <p>PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee, its representatives or any receiver appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust or any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder</p>
Representations and Warranties	As customary for a transaction of this nature and further provided for in the Debenture Trust Deed for the Issue.
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with the laws of India. The Debenture Holders, by purchasing the Debentures, agree that the courts and tribunals at Mumbai shall have exclusive jurisdiction with respect to matters relating to the Debentures.
Transaction Costs	<p>The Issuer shall bear all transaction related costs incurred by the Debenture Holder with respect to legal counsel, valuers and auditors/ consultants. Such costs include:</p> <ul style="list-style-type: none">• Trustee fees• Rating fees• Stamping and registration costs in relation to all Transaction Documents <p>Any other reasonable transaction related expense incurred by the Debenture issuer</p>

ANNEXURE II: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

CATALYST
Believe in yourself... Trust us!



CL/MUM/20-21/DEB/364

September 22, 2020

To,
Annapurna Finance Private Limited
Plot No. 1215/1401, Khandagiri Bari, Infront of Jayadev Vatika,
PS/PO- Khandagiri Bhubaneswar
Orissa – 751030

Dear Sir,
Consent to act as Trustee for Listed, Secured, Redeemable Non-Convertible Debentures aggregating upto Rs. 50 Crores to be issued by your Company.

This is with reference to the discussions in respect of appointment of Catalyst Trusteeship Limited to act as Debenture Trustee for the Listed, Secured, Redeemable Non-Convertible Debentures upto Rs.50 Crores to be issued by your Company. In this connection, we are agreeable to act as Trustee on the terms and conditions as mutually agreed between the Trustee and the Company.

The Company and the Trustee shall enter into relevant trustee agreements and other necessary documents for the aforesaid issue of NCDs and also agrees & undertakes to comply with the provisions of the SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended from time to time, SEBI Circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015 and the Listing Agreement pursuant thereto to be executed with Bombay Stock Exchange(BSE)/ National Stock Exchange(NSE), the RBI Circular No. RBI/2012-13/560 dated June 27, 2013, the Companies Act, 2013 and any other applicable statutes, regulations and provisions as amended from time to time.

The Company shall enter into Agreement with Trustee as required by Regulation 13 of SEBI (Debenture Trustee) Regulations, 1993 thereby agreeing to create the security within three months from the date of closure of issue or in accordance with the Companies Act, 2013 or as per the provisions as prescribed by any regulatory authority as applicable and comply with the provisions of applicable laws.

We are also agreeable for inclusion of our name as trustees in the Company's offer document/disclosure document/ listing application/any other document to be filed with the Stock Exchange(s) or any other authority as required.

For Catalyst Trusteeship Limited


Dinesh Kumar
Authorized Signatory

Authorized Signatory

We accept the above terms.

For Annapurna Finance Private Limited


Subrata Pradhan
Company Secretary

Authorized Signatory



For Private Circulation Only
(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

ANNEXURE III: APPLICATION FORM
Annapurna Finance Private Limited

A private limited company incorporated under the Companies Act, 1956
Date of Incorporation: April 30, 1986

Registered Office: Plot No.1215/1401,Khandagiri Bari, In Front
of Jayadev Vatika, Bhubaneshwar – 751030
Telephone No.: 0674-2386580
Website: www.annapurnafinance.in

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									
---	--	--	--	--	--	--	--	--	--

ISSUE OF 500 (FIVE HUNDRED) RATED, LISTED, SENIOR, REDEEMABLE, TAXABLE, NON-CONVERTIBLE DEBENTURES EACH HAVING A FACE VALUE OF INR 10,00,000 (INDIAN RUPEES TEN LAKH) AND AN AGGREGATE FACE VALUE OF INR 50,00,00,000 (INDIAN RUPEES FIFTY CRORE) ISSUED ON A FULLY PAID BASIS AND ON A PRIVATE PLACEMENT BASIS (THE“ISSUE”)

RS...../- (RUPEES (RUPEES), PAID UP FOR CASH
DEBENTURE SERIES APPLIED FOR:
Number of Debentures..... In words
Amount Rs.

DETAILS OF PAYMENT:
RTGS No. _____ Drawn on _____
Funds transferred to the account mentioned under the heading "Instructions" below
Dated _____
Total Amount Enclosed

APPLICANT'S NAME IN FULL (CAPITALS)	SPECIMEN SIGNATURE

APPLICANT'S ADDRESS					
ADDRESS					
STREET					
CITY					
PIN		PHONE		FAX	

APPLICANT'S PAN/GIR NO.
IT CIRCLE/WARD/DISTRICT _____

WE ARE (x) COMPANY () OTHERS () SPECIFY

We have read and understood the information memorandum dated 28th September, 2020 ("**Information Memorandum**") and the terms and conditions of the issue of Debentures contained therein including the risk factors described in the Information Memorandum and have considered these in making our decision to apply. We bind ourselves to the terms and conditions set out in the Information Memorandum and the terms and conditions of the issue of Debentures contained therein and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's
Signature

We the undersigned, are agreeable to holding the Debentures of the Company in dematerialised form. Details of my/our Beneficial Owner Account are given below:

DEPOSITORY	NSDL () CDSL ()
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

Applicant Bank Account : (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	Beneficiary Bank Name: Account No: IFSC Code: Branch:
--	--

FOR OFFICE USE ONLY DATE OF RECEIPT _____ DATE OF CLEARANCE _____
--

(Note: Cheque and Drafts are subject to realisation)

We understand and confirm that the information provided in the Information Memorandum is provided by the Issuer and the same has not been verified by any legal advisors to the Issuer, and other intermediaries and their agents and advisors associated with this Issue. We confirm that we have for the purpose of investing in these Debentures carried out our own due diligence and made our own decisions with respect to investment in these Debentures and have not relied on any representations made by anyone other than the Issuer, if any.

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) the Applicant must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the Applicant in this application are not identical and also not in the same order as the Beneficiary Account details with the above mentioned Depository Participant or if the Debentures cannot be credited to our Beneficiary Account for any reason whatsoever, the Company shall be entitled at its sole discretion to reject the application or issue the Debentures in physical form.

Applicant's Signature

FOR OFFICE USE ONLY
DATE OF RECEIPT _____ DATE OF CLEARANCE _____

(Note : Cheque and Drafts are subject to realisation)

------(TEAR HERE)-----

- ACKNOWLEDGMENT SLIP

<i>(To be filled in by Applicant)</i> SERIAL NO.									
--	--	--	--	--	--	--	--	--	--

Received from _____

Address _____

Cheque/Draft/UTR# _____ Drawn on _____ for
Rs. _____ on account of application of _____ Debenture

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. The payment is required to be made to the following account of ICCL by way of an electronic transfer, in accordance with the terms of the EBP Guidelines:

Name of Bank	HDFC BANK
IFSC Code	HDFC0000060
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LIMITED

Name of Bank	ICICI Bank Ltd.
IFSC Code	ICIC000106
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

Name of Bank	YES BANK
IFSC Code	YESB0CMSNOC
Account number	ICCLEB
Name of beneficiary	INDIAN CLEARING CORPORATION LTD

The Company undertakes that the application money deposited in the above-mentioned bank account shall not be utilized for any purpose other than:

- a) for adjustment against allotment of securities; or
- b) for the repayment of monies where the company is unable to allot securities.

4. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
5. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.

ANNEXURE IV

NCD ISSUE DETAILS	
Issuer Company	Annapurna Finance Private Limited
NCD Issue size	Rs. 50,00,00,000 (Indian Rupees Fifty Crores)
Face Value (per security)	Rs. 10,00,000/- (Rupees Ten Lakh only)
Issue open	September 28, 2020
Issue close	September 28, 2020
Deemed date of Allotment	September 29, 2020
Tenor	18 months
Redemption	March 29, 2022
Coupon Rate	10.50% Coupon per annum payable annually and on the redemption date
Frequency of the Coupon Payment with specified dates	Annually and on the redemption date on the dates specified in the tables below
Day Count Convention	Actual/Actual

CASH FLOW

INTEREST PAYMENT DATES

INTEREST PAYMENT DATES	INTEREST AMOUNT(IN INR)
29-09-2021	5,25,00,000.00
29-03-2022	2,60,34,246.58

REDEMPTION SCHEDULE

REDEMPTION DATE	NATURE OF PAYMENT	AMOUNT TO BE REDEEMED (IN INR)
29-03-2022	Redemption by way of bullet repayment	50,00,00,000.00

ANNEXURE V : RATING LETTER FROM RATING AGENCY

Ratings



CONFIDENTIAL

ANPMF/255364/NCD/26202006
September 24, 2020

Mr. Satyajit Das
Chief Financial Officer
Annapurna Finance Private Limited
1215 / 1401, Khandagiri Bari
Opp. Jayadev Vatika,
Khandagiri
Bhubaneswar - 751030
Tel: 7439239767

Dear Mr. Satyajit Das,

Re: CRISIL Rating on the Rs.50 Crore Non-Convertible Debentures of Annapurna Finance Private Limited

We refer to your request for a rating for the captioned Non-Convertible Debentures.

CRISIL has, after due consideration, assigned its "CRISIL A-/Stable" (pronounced as CRISIL A minus rating with Stable outlook) rating to the captioned debt instrument. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

For the purpose of issuance of the captioned debt instrument, this letter is valid for 180 calendar days from the date of the letter. In the event of your company not placing the above instrument within this period, or in the event of any change in the size/structure of your proposed issue, the rating shall have to be reviewed and a letter of revalidation shall have to be issued to you. Once the instrument is issued, the above rating is valid throughout the life of the captioned debt instrument.

As per our Rating Agreement, CRISIL would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL reserves the right to withdraw or revise the ratings assigned to the captioned instrument at any time, on the basis of new information, or unavailability of information or other circumstances, which CRISIL believes, may have an impact on the rating.

As per the latest SEBI circular (reference number: CIR/IMD/DF/17/2013; dated October 22, 2013) on centralized database for corporate bonds/debentures, you are required to provide international securities identification number (ISIN; along with the reference number and the date of the rating letter) of all bond/debenture issuances made against this rating letter to us. The circular also requires you to share this information with us within 2 days after the allotment of the ISIN. We request you to mail us all the necessary and relevant information at debtissue@crsil.com. This will enable CRISIL to verify and confirm to the depositories, including NSDL and CDSL, the ISIN details of debt rated by us, as required by SEBI. Feel free to contact us for any clarifications; you may have at debtissue@crsil.com.

Should you require any clarifications, please feel free to get in touch with us.

With warm regards,

Yours sincerely,

Ajit Velonie
Director - CRISIL Ratings

Nivedita Shibu
Associate Director - CRISIL Ratings



A CRISIL rating reflects CRISIL's current opinion on the likelihood of timely payment of the obligations under the rated instrument and does not constitute an audit of the rated entity by CRISIL. CRISIL ratings are based on information provided by the issuer or obtained by CRISIL from sources it considers reliable. CRISIL does not guarantee the completeness or accuracy of the information on which the rating is based. A CRISIL rating is not a recommendation to buy, sell, or hold the rated instrument; it does not comment on the market price or suitability for a particular investor. All CRISIL ratings are under surveillance. CRISIL or its associates may have other commercial transactions with the company/entity. Ratings are revised as and when circumstances so warrant. CRISIL is not responsible for any errors and especially states that it has no financial liability whatsoever to the subscribers / users / transmitters / distributors of this product. CRISIL Ratings rating criteria are available without charge to the public on the CRISIL web site, www.crsil.com. For the latest rating information on any instrument of any company rated by CRISIL, please contact Customer Service Helpdesk at 1800-267-1301.

CRISIL Limited
Corporate Identity Number: L67259FH1047PLC042165

ANNEXURE VI: FINANCIAL STATEMENTS

Annapurna Finance Private Limited
Balance Sheet as at March 31, 2020

Particulars	Notes	(In Rs. Lakhs)		
		As at March 31, 2020	As at March 31, 2019	As at April 01, 2018
I ASSETS				
1 Financial assets				
Cash and cash equivalents	4	70,027	45,996	27,027
Bank balance other than cash and cash equivalents	5	41,784	20,428	12,628
Trade Receivables	6	47	60	153
Loans and Advances	7	3,53,427	2,70,001	1,55,254
Other financial assets	8.1	9,243	6,705	1,538
Total financial assets		4,74,528	3,43,191	1,96,398
2 Non-financial assets				
Current tax assets (net)	9.1	1,704	741	292
Deferred tax assets (net)	9.2	-	164	964
Property, plant and equipment	10	1,175	997	520
Intangible assets	11	213	157	136
Right-of-use assets	12	99	-	-
Other non-financial assets	8.2	629	493	206
Total non-financial assets		3,820	2,552	2,118
Total assets		4,78,348	3,45,743	1,98,716
II LIABILITIES AND EQUITY				
Liabilities				
1 Financial liabilities				
Payables				
(i) Trade Payables				
- Total outstanding dues of micro enterprises and small enterprises	13	-	-	-
- Total outstanding dues of creditors other than micro enterprises and small enterprises		336	319	161
Debt securities	14	64,179	62,056	36,714
Borrowings (other than debt securities)	15	3,00,782	1,98,704	1,19,169
Subordinated liabilities	16	25,776	13,922	13,938
Lease liabilities	12	85	-	-
Other financial liabilities	17.1	8,541	8,463	4,094
Total financial liabilities		3,99,699	2,83,464	1,74,076
2 Non-financial liabilities				
Provisions	18	668	247	42
Deferred Tax liabilities (net)	9.2	1,098	-	-
Other non-financial liabilities	17.2	328	183	94
Total non-financial liabilities		2,094	430	136
Total liabilities		4,01,793	2,83,894	1,74,212
Equity				
Equity share capital	19	6,870	6,870	4,302
Instruments entirely equity in nature	20	300	300	300
Other equity	21	69,385	54,879	19,902
Total Equity		76,555	61,849	24,504
Total liabilities and equity		4,78,348	3,45,743	1,98,716

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

As per our report of even date

For S.R.Ballboi & Co. LLP
Chartered Accountants

ICAI Firm's Registration No.301003E/E300005
Digitally signed by Sanjay Agarwal
DN: cn=Sanjay Agarwal, c=IN, o=S R Ballboi & Co LLP,
ou=Assurance, email=Sanjay.agarwal@srb.in
Location: Kolkata
Date: 2020.07.09 10:51:42 +05'30'
Partner
Membership No.: 060352

Place: Kolkata
Date: July 09, 2020

For and on behalf of the Board of Directors of
Annapurna Finance Private Limited

Gobinda Chandra Pattanaik
Digitally signed by Gobinda Chandra Pattanaik
DN: cn=Gobinda Chandra Pattanaik, o=Annapurna Finance Private Limited, ou=Annapurna Finance Private Limited, email=gobinda.pattanaik@annapurnafinance.com, c=IN
Gobinda Chandra Pattanaik
Managing Director
SUBRATA PRADHAN
Subrat Pradhan
Company Secretary

Place: Bhubaneswar
Date: July 09, 2020

DIBYAJYOTI PATTANAİK
Digitally signed by Dibyajyoti Pattanaik
DN: cn=DIBYAJYOTI PATTANAİK, o=ANAPURNA FINANCE PRIVATE LIMITED, ou=ANAPURNA FINANCE PRIVATE LIMITED, email=dibyajyoti.pattanaik@annapurnafinance.com, c=IN
Dibyajyoti Pattanaik
Director
SATYAJIT DAS
Satyajit Das
Chief Financial Officer

Annapurna Finance Private Limited
Statement of Profit and Loss for the year ended March 31, 2020

Particulars	Notes	(In Rs. Lakhs)	
		For the year ended March 31, 2020	For the year ended March 31, 2019
Revenue from operations			
Interest income	22	71,086	45,099
Fees and commission income	23.1	682	2,726
Net gain on derecognition of loans designated at FVOCI	23.2	5,664	3,032
Bad Debt Recovery		118	190
(I) Total revenue from operations		77,550	51,047
(II) Other income	24	412	749
(III) Total income (I + II)		77,962	51,796
Expenses			
Finance costs	25	37,737	22,686
Impairment of financial assets	26	5,270	1,574
Employee benefit expenses	27	17,727	12,869
Depreciation & amortisation expenses	28	874	559
Other expenses	29	6,363	4,663
(IV) Total Expenses		67,971	42,352
(V) Profit before tax (III-IV)		9,991	9,445
(VI) Tax expense:			
Current tax		3,060	3,029
Tax for prior year	9.3	(533)	-
Deferred tax charge/ (credit)		(825)	165
(VII) Profit for the year (V-VI)		8,289	6,250
(VIII) Other comprehensive income			
A Items that will not be reclassified to profit or loss			
Remeasurement gain/(loss) on defined benefit plan	33.3	(54)	(30)
Income tax relating to items that will not be reclassified to profit or loss	9.3	13	9
Subtotal (A)		(41)	(21)
B Items that will be reclassified to profit or loss			
Net change in fair value of loans measured at fair value through other comprehensive income		8,287	2,209
Income tax relating to items that will be reclassified to profit or loss	9.3	(2,086)	(643)
Subtotal (B)		6,201	1,566
Other Comprehensive Income (A+B)		6,160	1,545
(IX) Total comprehensive income (Comprising profit / (loss) and Other Comprehensive Income for the year) (VII)+(VIII)		14,449	7,796
(X) Earnings per equity share (face value of ₹10.00 each)			
Basic (Rs.)	30	12.07	11.69
Diluted (Rs.)		10.96	10.39

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

As per our report of even date

For S.R.Batliloi & Co, LLP
Chartered Accountants

ICAI Firm's Registration No.301003E/E300005
Digitally signed by Sanjay Agarwal
DN: cn=Sanjay Agarwal, c=IN, o=S R Batliloi & Co,LLP,
ou=Assurance, email=Sanju.agarwal@srb.in
Location: Kolkata
Date: 2020.07.09 05:30
Partner
Membership No.: 060352

For and on behalf of the Board of Directors of
Annapurna Finance Private Limited

Gobinda Chandra Pattanaik	Digitally signed by Gobinda Chandra Pattanaik Date: 2020.07.09 23:43:33 +05'30'	DIBYAJYOTI PATTANAİK	Digitally signed by DIBYAJYOTI PATTANAİK Date: 2020.07.09 23:10:51 +05'30'
Gobinda Chandra Pattanaik Managing Director		Dibyajyoti Pattanaik Director	
SUBRATA PRADHAN	Digitally signed by SUBRATA PRADHAN Date: 2020.07.09 23:12	SATYAJIT DAS	Digitally signed by SATYAJIT DAS Date: 2020.07.09 23:12:51 +05'30'
Subrat Pradhan Company Secretary		Satyajit Das Chief Financial Officer	

Place: Kolkata
Date: July 09, 2020

Place: Bhubaneswar
Date: July 09, 2020

Annapurna Finance Private Limited
Cash Flow Statement for the year ended March 31, 2020

Particulars	For the year ended	
	March 31, 2020	March 31, 2019
Cash flow from operating activities		
Profit before tax	9,391	9,445
Adjustments for:		
Depreciation and amortisation expenses on Property, Plant and Equipment, Intangible Assets and Right of Use Assets	874	559
Impairment of financial Instruments	5,270	1,574
Provision for insurance claim receivable and others	457	348
Profit on sale of current investments	(87)	(486)
Liability no longer required written back	-	(75)
Net gain on derecognition of property, plant and equipment	(1)	-
Gain on derecognition of Loans designated at FVOCI	(5,864)	-
Share based payments to employees	263	536
Operating profit before working capital changes	11,103	11,909
Movements in working capital:		
(Increase)/Decrease in other financial and non financial assets	2,509	(5,800)
(Increase) in fixed deposits (net)	(21,354)	(8,184)
(Increase) in trade receivables	(13)	(93)
(Increase) in loans and advances	(80,408)	(1,14,113)
Increase in other financial and non financial liabilities	224	4,458
Increase in provisions	421	279
Increase in Trade payables	17	158
Cash (used) in operations	(87,901)	(1,11,395)
Income tax paid (net of refunds)	(3,477)	(2,945)
Net cash flows (used in) operating activities (A)	(90,878)	(1,14,340)
Cash flow from investing activities		
Purchase of property, plant and equipment	(834)	(903)
Proceeds from sale of property, plant and equipment	4	-
Purchase of Intangible assets	(227)	(154)
Purchase of current investments	(28,200)	(1,40,700)
Proceeds from sale of current investments	28,287	1,41,190
Net cash flows (used in) investing activities (B)	(879)	(687)
Cash flow from financing activities		
Proceeds from issuance of equity share capital (including premium) (net of share issue expense)	-	29,014
Proceeds from debt securities (net)	2,123	25,342
Repayment of Lease liabilities	(89)	-
Interest accretion on lease liabilities	13	-
Proceeds from Borrowings (other than debt securities) (net)	1,02,078	79,535
Proceeds/ (repayment) of Subordinated liabilities (net)	11,854	(16)
Net cash flows from financing activities (C)	1,16,978	1,33,876
Net increase in cash and cash equivalents (A+B+C)	24,031	18,969
Cash and cash equivalents at the beginning of the year	45,896	27,027
Cash and cash equivalents at the end of the year (Refer note 4)	70,027	45,896
Components of cash and cash equivalents at the end of the year		
Balances with banks:		
on current accounts	24,439	24,232
deposit with original maturity of less than three months	45,391	21,593
Cash on hand	197	171
Total cash and cash equivalents at the end of the year	70,027	45,896
Cash flow from operating activities include interest received of Rs 82,238 lakhs (previous year Rs 45,950 lakhs) and interest paid of Rs 34,018 lakhs (previous year Rs 21,535 lakhs)		

Notes:-

1. For reconciliation of liabilities arising from financing activities refer note no 39

2. Figures in () indicate cash outflow.

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

As per our report of even date

For S.R.Battibol & Co. LLP
Chartered Accountants

ICAI Firm's Registration No.301003E/E300005

Digitally signed by Sanjay Agarwal

DN: cn=Sanjay Agarwal, o=IN, o=S R Battibol & Co.LLP,

ou=Assurance, email=Sanjay.agarwal@arb.in

Location: Kolkata

Date: 2020.07.08 23:14:04 +05'30'

Partner

Membership No.: D60352

Place: Kolkata

Date: July 08, 2020

For and on behalf of the Board of Directors of
Annapurna Finance Private Limited

Gobinda Chandra Pattanalk
Digitally signed by Gobinda Chandra Pattanalk
Date: 2020.07.08 23:24:21 +05'30'

Gobinda Chandra Pattanalk
Managing Director

SUBRATA

PRADHAN

Subrat Pradhan

Company Secretary

Place: Bhubaneswar

Date: July 08, 2020

DIBYAJYOT PATTANAIK
Digitally signed by DIBYAJYOT PATTANAIK
Date: 2020.07.08 23:24:38 +05'30'

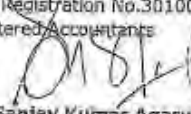
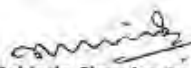
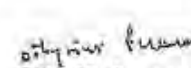
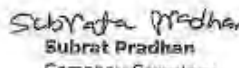
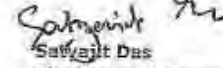

Dibyajyoti Pattanalk
Director

SATYAJIT DAS

Digitally signed by SATYAJIT DAS
Date: 2020.07.08 23:24:38 +05'30'

Satyajit Das

Chief Financial Officer

Annapurna Finance Private Limited (Formerly Annapurna Microfinance Private Limited)			
Balance Sheet as at March 31, 2019			
	Notes	March 31, 2019 (Rs.)	March 31, 2018 (Rs.)
I. Equity and liabilities			
Shareholders' funds			
Share capital	3	71,69,96,480	46,02,14,080
Reserves and surplus	4	5,24,69,02,311	1,96,62,71,565
		5,96,38,98,791	2,42,64,85,645
Non-current liabilities			
Long-term borrowings	5	13,87,21,26,771	8,39,95,89,210
Long term provisions	7	29,30,03,934	28,35,24,380
		14,16,51,30,705	8,68,31,13,590
Current liabilities			
Short-term borrowings	6	99,00,00,000	78,00,00,000
Other current liabilities	8	11,51,01,23,877	8,31,19,17,102
Short-term provisions	7	4,29,37,676	3,47,68,157
		12,54,30,61,553	9,12,66,85,259
Total		32,67,20,91,049	20,23,62,84,494
II. Assets			
Non-current assets			
Fixed assets			
Tangible assets	9	9,96,07,036	5,19,70,119
Intangible assets	10	1,56,20,580	1,35,49,671
Deferred tax assets (net)	11	10,72,33,490	10,90,33,093
Long term loans and advances	12	8,56,75,04,530	4,73,61,65,637
Other non-current assets	13	84,64,17,629	88,59,10,681
		9,63,63,83,265	5,79,66,29,201
Current assets			
Cash and bank balances	14	5,73,87,29,688	3,04,51,25,182
Short-term loans and advances	12	16,87,04,84,485	11,11,20,77,662
Other current assets	13	42,64,93,611	28,24,52,449
		23,03,57,07,784	14,43,96,55,293
Total		32,67,20,91,049	20,23,62,84,494
Summary of significant accounting policies 2.1			
The accompanying notes are an integral part of the financial statements			
As per our report of even date			
For S.R. Baniboi & Co. LLP Firm Registration No.301003E/E300005 Chartered Accountants  per Sanjay Kumar Agarwal Partner Membership No.: 060352		For and on behalf of the Board of Directors of Annapurna Finance Private Limited  Gobinda Chandra Pattanaik Managing Director  Dibyajyoti Pattanaik Director  Subrata Pradhan Company Secretary  Subrajit Das Chief Financial Officer	
Place: Kolkata Date: June 24, 2019		Place: Amsterdam Date: June 21, 2019	
			

Annappurna Finance Private Limited (Formerly Annappurna Microfinance Private Limited)			
Statement of Profit and Loss for the year ended March 31, 2019			
	Notes	Year ended March 31, 2019 (Rs.)	Year ended March 31, 2018 (Rs.)
I. Income			
Revenue from operations	15	4,87,67,51,914	3,30,60,26,478
Other Income	16	17,48,18,522	10,40,01,493
Total Income		5,05,15,70,436	3,41,00,27,971
II. Expenses			
Employee benefit expenses	17	1,30,50,21,117	76,86,59,797
Depreciation and amortisation expense	21	5,59,44,181	3,18,82,454
Finance costs	18	2,24,17,77,486	1,73,43,90,023
Provisions and write-off	22	14,53,43,258	49,13,31,496
Other expenses	19	41,63,79,997	24,62,47,808
Total Expenses		4,16,44,56,039	3,27,25,11,578
Profit before tax		88,71,04,397	13,75,16,393
Tax expense			
- Current tax		30,29,18,842	9,66,02,217
- Deferred tax credit		17,99,603	(5,45,41,579)
Total tax expenses		30,47,18,445	4,20,60,638
Profit for the year		58,23,85,952	9,54,55,755
Earning per equity share (EPS)			
Basic	25	10.89	2.30
Diluted		9.68	2.07
Nominal value of share		10.00	10.00

Summary of significant accounting policies 2.1

The accompanying notes are an integral part of the financial statements

As per our report of even date

For S.R. Badiboi & Co. LLP
Firm Registration No. 301003E/E300005
Chartered Accountants

per Sanjay Kumar Agarwal
Partner
Membership No.: 060352

For and on behalf of the Board of Directors of
Annappurna Finance Private Limited

Gobinda Chandra Pattanaik
Managing Director

Dibyajyoti Pattanaik
Director

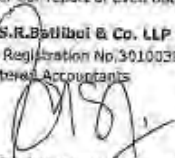


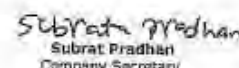
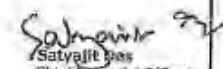
Subrata Pradhan
Subrat Pradhan
Company Secretary

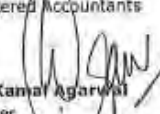



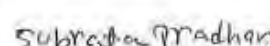

Satyajit Das
Satyajit Das
Chief Financial Officer

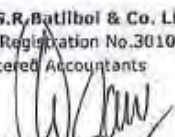

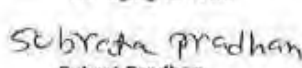

Place: Kolkata
Date: June 24, 2019

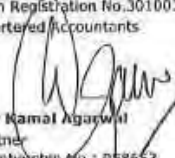

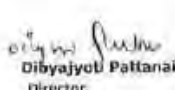

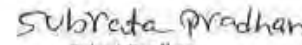

Place: Amsterdam
Date: June 21, 2019



Annapurna Finance Private Limited (Formerly Annapurna Microfinance Private Limited)		
Cash Flow Statement for the year ended March 31, 2019		
Particulars	March 31, 2019 (Rs.)	March 31, 2018 (Rs.)
A. Cash flow from operating activities		
Profit before tax	88,71,04,397	13,75,16,393
Adjustment to reconcile profit before tax to net cash flows		
Depreciation and amortisation expense	5,59,44,181	3,18,82,454
Provisions and write offs	14,53,43,258	49,13,31,495
Profit on sale of current investments	(4,86,04,731)	(9,10,00,939)
Management stock option compensation	5,35,60,034	1,23,80,750
Operating profit before working capital changes	1,09,53,47,129	58,21,10,159
Movements in working capital:		
Increase in other current and non-current assets	(15,33,32,245)	(2,45,37,768)
Increase in loans and advances	(9,49,75,57,864)	(5,71,84,46,993)
Increase / (decrease) in other long term liabilities, current liabilities and provisions	30,33,25,946	18,49,79,866
Cash generated from operations	(8,25,42,17,834)	(4,97,58,94,742)
Direct taxes paid	(34,77,47,844)	(11,88,62,948)
Net cash used in operating activities (A)	(8,60,19,64,878)	(5,09,47,57,690)
B. Cash flow from investing activities		
Purchase of fixed assets	(11,56,57,007)	(4,88,81,964)
Increase in fixed deposits (net)	(70,11,96,009)	(45,82,55,697)
Profit on sale of current investments	4,86,04,731	9,10,00,939
Net cash used in investing activities (B)	(85,82,48,285)	(41,61,36,723)
C. Cash flow from financing activities		
Proceeds from issuance of equity share capital	2,90,14,71,058	60,57,95,465
Proceeds from long-term and short-term borrowings	14,01,85,22,888	9,35,03,34,446
Repayment of long-term and short-term borrowings	(5,56,80,79,701)	(5,58,60,70,702)
Dividend paid on preference shares (including dividend distribution tax)	(8,31,868)	(20,76,209)
Net cash from financing activities (C)	11,35,11,91,377	4,38,59,83,000
Net increase in cash and cash equivalents (A+B+C)	1,89,09,83,214	(1,12,49,11,413)
Cash and cash equivalents at the beginning of the year	2,70,27,88,053	3,82,76,99,466
Cash and cash equivalents at the end of the year	4,59,37,71,267	2,70,27,88,053
Components of cash and cash equivalents:		
Balances with banks:		
on current accounts		
deposit with original maturity of less than three months	2,42,32,03,663	2,51,84,47,910
Cash on hand	2,15,35,13,198	18,00,00,000
Total cash and cash equivalents (Note 14)	4,59,37,71,267	2,70,27,88,053
Summary of significant accounting policies 2.1		
The accompanying notes are an integral part of the financial statements.		
As per our report of even date		
For S.R.Bhatnagar & Co. LLP Firm Registration No.301003E/E300005 Chartered Accountants	For and on behalf of the Board of Directors of Annapurna Finance Private Limited	
 per Sanjay Kumar Agarwal Partner Membership No.: 060352	 Gobinda Chandra Pattanaik Managing Director	 Dibyajyoti Pattanaik Director
	 Subrat Pradhan Company Secretary	 Satyajit Das Chief Financial Officer
Place: Kolkata Date: June 24, 2019	Place: Amsterdam Date: June 21, 2019	

Annapurna Finance Private Limited (formerly Annapurna Microfinance Private Limited)			
Balance Sheet as at March 31, 2018			
	Notes	March 31, 2018 (Rs.)	March 31, 2017 (Rs.)
I. Equity and liabilities			
Shareholders' funds			
Share capital	3	460,214,080	403,492,180
Reserves and surplus	4	1,966,271,566	1,310,189,507
		2,426,485,646	1,713,681,687
Non-current liabilities			
Long-term borrowings	5	8,399,589,210	8,293,384,338
Long term provisions	7	283,524,380	26,467,420
		8,683,113,590	8,319,851,758
Current liabilities			
Short-term borrowings	6	780,000,000	130,000,000
Other current liabilities	8	8,311,917,101	5,010,276,762
Short-term provisions	7	34,768,157	137,464,885
		9,126,685,258	5,277,741,647
Total		20,236,284,494	15,311,275,092
II. Assets			
Non-current assets			
Fixed assets			
Tangible assets	9	51,970,119	39,429,953
Intangible assets	10	13,549,671	9,090,326
Deferred tax assets (net)	11	109,033,093	54,491,514
Long term loans and advances	12	4,735,252,243	2,702,296,772
Other non-current assets	13	885,910,681	579,740,010
		5,795,715,807	3,385,048,575
Current assets			
Cash and bank balances	14	3,045,125,182	4,057,318,327
Short-term loans and advances	12	11,112,991,056	7,614,999,976
Other current assets	13	282,452,449	253,908,214
		14,440,568,687	11,926,226,517
Total		20,236,284,494	15,311,275,092
Summary of significant accounting policies 2.1			
The accompanying notes are an integral part of the financial statements			
As per our report of even date			
For S.R.Batiboi & Co, LLP Firm Registration No.301003E/E300005 Chartered Accountants		For and on behalf of the Board of Directors of Annapurna Finance Private Limited	
per  Kamal Agarwal Partner Membership No.: 058652		 Gobinda Chandra Pattanaik Managing Director	 Dibyajyoti Pattanaik Director
		 Subrat Pradhan Company Secretary	
Place: Kolkata Date: June 19, 2018		Place: Bhubaneswar Date: June 19, 2018	

Annapurna Finance Private Limited (formerly Annapurna Microfinance Private Limited)			
Statement of Profit and Loss for the year ended March 31, 2018			
	Notes	Year ended March 31, 2018 (Rs.)	Year ended March 31, 2017 (Rs.)
I. Income			
Revenue from operations	15	3,236,363,074	2,310,970,042
Other income	16	173,664,897	163,761,921
Total Income		3,410,027,971	2,474,731,963
II. Expenses			
Employee benefit expenses	17	768,659,797	533,590,429
Depreciation and amortisation expense	21	31,882,454	24,208,162
Finance costs	18	1,734,390,023	1,380,336,746
Provisions and write-off	22	491,331,496	92,346,748
Other expenses	19	246,247,807	154,738,427
Total Expenses		3,272,511,577	2,185,220,512
Profit before tax		137,516,394	289,511,451
Tax expense			
- Current tax		96,602,217	157,187,555
- Deferred tax credit		(54,541,579)	(56,744,337)
Total tax expenses		42,060,638	100,443,218
Profit for the year		95,455,756	189,068,233
Earning per equity share (EPS)	25		
Basic		2.30	5.25
Diluted		2.07	4.70
Nominal value of share		10.00	10.00
Summary of significant accounting policies 2.1			
The accompanying notes are an integral part of the financial statements			
As per our report of even date			
For S.R. Batliboi & Co. LLP Firm Registration No.301003E/E300005 Chartered Accountants		For and on behalf of the Board of Directors of Annapurna Finance Private Limited	
 per Kamal Agarwal Partner Membership No.: 058652		 Gobinda Chandra Pattanaik Managing Director	
		 Dibyajyoti Pattanaik Director	
		 Subrata Pradhan Company Secretary	
Place: Kolkata Date: June 19, 2018		Place: Bhubaneswar Date: June 19, 2018	
			

Annapurna Finance Private Limited (formerly Annapurna Microfinance Private Limited)		
Cash Flow Statement for the year ended March 31, 2018		
Particulars	March 31, 2018	March 31, 2017
	(Rs.)	(Rs.)
A. Cash flow from operating activities		
Profit before tax	137,516,394	289,511,451
Adjustment to reconcile profit before tax to net cash flows		
Depreciation and amortisation expense	21,882,454	24,208,162
Provisions and write-offs	491,331,495	92,346,748
Profit on sale of current investments	(91,000,939)	(98,576,579)
Management stock option compensation	12,380,750	-
Operating profit before working capital changes	582,110,154	307,489,782
Movements in working capital:		
Increase in other current and non-current assets	(24,537,768)	(110,816,371)
Increase in loans and advances	(5,718,446,993)	(2,936,402,929)
Increase / (decrease) in other long term liabilities, current liabilities and provisions	184,979,863	(18,601,522)
Cash used from operations	(4,975,894,744)	(2,758,351,040)
Direct taxes paid	(118,862,948)	(196,657,561)
Net cash used in operating activities (A)	(5,094,757,692)	(2,955,018,601)
B. Cash flow from investing activities		
Purchase of fixed assets	(48,881,964)	(34,001,322)
Proceeds from sale of Fixed assets	-	1,050,000
Increase in fixed deposits (net)	(458,255,697)	(192,163,734)
Profit on sale of current investments	91,000,939	98,576,579
Net cash used in investing activities (B)	(416,136,722)	(126,538,477)
C. Cash flow from financing activities		
Proceeds from issuance of equity share capital	605,795,465	329,075,547
Proceeds from long-term and short-term borrowings	9,350,334,446	8,107,901,688
Repayment of long-term and short-term borrowings	(5,568,070,702)	(3,563,441,559)
Dividend paid on preference shares (including dividend distribution tax)	(2,076,209)	(2,105,911)
Net cash generated from financing activities (C)	4,385,983,000	4,871,429,765
Net increase / (decrease) in cash and cash equivalents (A+B+C)	(1,124,911,414)	1,789,872,687
Cash and cash equivalents at the beginning of the year	3,827,699,466	2,037,826,779
Cash and cash equivalents at the end of the year	2,702,788,052	3,827,699,466
Components of cash and cash equivalents:		
Balances with banks:		
on current accounts	2,518,447,910	2,673,818,250
deposit with original maturity of less than three months	180,000,000	1,150,000,000
Cash on hand	4,340,142	3,881,216
Total cash and cash equivalents (Note 14)	2,702,788,052	3,827,699,466
Summary of significant accounting policies 2.1		
The accompanying notes are an integral part of the financial statements.		
As per our report of even date		
For S.R.Battliboi & Co. LLP Firm Registration No.301003E/E300005 Chartered Accountants	For and on behalf of the Board of Directors of Annapurna Finance Private Limited	
 per Kamal Agarwal Partner Membership No.: 058652	 Gobinda Chandra Pattanaik Managing Director	 Dibyajyoti Pattanaik Director
	 Subrata Pradhan Company Secretary	
Place: Kolkata Date: June 19, 2018	Place: Bhubaneswar Date: June 19, 2018	

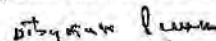
ANNEXURE VII: BOARD RESOLUTION AND COMMITTEE RESOLUTION



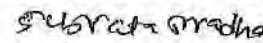
EXTRACTS OF THE RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTORS ("BOARD") OF ANNAPURNA FINANCE PRIVATE LIMITED ("COMPANY") HELD ON 9TH DAY OF JULY, 2020 AT 1215/1401, KHANDAGIRI BARI, BHUBANESWAR, ODISHA-751030 AT 10:00 AM (IST).

"RESOLVED THAT pursuant to the provisions of Sections 42, 71 and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, including any statutory modifications or re-enactments thereof for the time being in force (the "Act"), the Foreign Exchange Management Act, 1999, as amended, rules, regulations, guidelines, notifications, clarifications and circulars, if any, prescribed by the Government of India, all applicable regulations, directions, guidelines, circulars and notifications of the Reserve Bank of India ("RBI"), the Securities and Exchange Board of India ("SEBI"), including the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015, as amended and the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, or any other regulatory authority, whether in India or abroad, and in accordance with the Memorandum of Association and the Articles of Association of the Company and the listing agreements entered into with the stock exchanges (the "Stock Exchanges") where the securities of the Company may be listed and subject to such approvals, consents, permissions and sanctions as might be required from any regulatory authority, and subject to approvals, consents, sanctions, permissions as may be necessary from all appropriate statutory and regulatory authorities, and subject to such conditions and modifications as may be prescribed by the respective statutory and/or regulatory authorities while granting such approvals, consents, sanctions, permissions and subject to such conditions or modifications which may be agreed to by the Board, the approval of the Board be and is hereby accorded for (a) offer, issue and allotment of non-convertible debentures [(i) subordinated, (ii) listed or unlisted, (iii) senior secured, (iv) senior unsecured, (v) unsecured, (vi) any others (as may be determined)] and which may or may not be rated (as may be determined), of such face value as may be determined upto the aggregate amount of INR 700,00,00,000 (Indian Rupees Seven Hundred Crores) ("Debentures"), in one or more tranches/issues ("Tranches/Issues"), at such interest rate as may be determined, payable at such frequency as may be determined, and for such maturity (subject to applicable law) as may be determined subject to deduction of taxes at source in accordance with applicable law, with or without gross up, on a private placement basis to eligible investors ("Investors") for raising debt for the ongoing business purposes of the Company, and (b) securing the amounts to be raised pursuant to the issue of Debentures or any Tranche/Issue together with all interest and other charges thereon to be secured (up to such limits and security cover as may be agreed) by one or more of the following (i) hypothecation of loans (and/or other assets), and/or (ii) charge over specified immovable property of the Company, and/or (iii) such other security or contractual comfort as may be required in terms of the issuance of the Debentures or any Tranche/Issue (the "Security")."

For Annapurna Finance Pvt. Ltd.


Director

For Annapurna Finance Pvt. Ltd.


Company Secretary

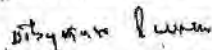


"RESOLVED FURTHER THAT the Board here by authorises the "Executive Committee" ("Committee") of the board of directors to consider the particular terms of each Tranche/Issue and to more effectively implement any of the resolutions of the board of directors contained herein. The Committee may, within the overall ambit of this resolution of the Board (a) consider and approve any terms or modifications thereof for any Tranche/Issue, (b) direct any officers of the Company to do such things and to take such actions as the Company is entitled to do or take (as the case may be) in terms of this resolution, and (c) to generally do or to take any other action, deed, or things, as may be necessary to remove any difficulties or impediments in the effective implementation of this resolution."

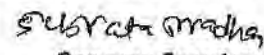
"RESOLVED FURTHER THAT Mr. Subrata Pradhan, company secretary and Mr. Kashi Nath Sahoo, Assistant Company Secretary or such other persons as may be authorised by the Board or the Committee (collectively, the "Authorised Officers") be and are hereby severally authorised to do such acts, deeds and things as they deem necessary or desirable in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures, including, without limitation the following:

- (a) to do all such acts, deeds and things as the Authorised Officers may deem necessary or desirable in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
- (b) seeking, if required, any approval, consent or waiver from any/all concerned governmental and regulatory authorities, and/or any other approvals, consent or waivers that may be required in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
- (c) execute the term sheet in relation to the Debentures or any Tranche/Issue of the Debentures;
- (d) negotiating, approving and deciding the terms of the issue of Debentures or any Tranche/Issue of the Debentures and all other related matters;
- (e) if required by the holders of the Debentures or any Tranche/Issue of the Debentures (the "Debenture Holders"), seeking the listing of any of the Debentures or any Tranche/Issue of the Debentures on any Stock Exchange, submitting the listing application and taking all actions that may be necessary in connection with obtaining such listing;
- (f) approving the debt disclosure document/information memorandum/private placement offer cum application letter (as may be required) (including amending, varying or modifying the same, as may be considered desirable or expedient), in accordance with all applicable laws, rules, regulations and guidelines;
- (g) finalising the terms and conditions of the appointment of an arranger (if so required),

For Annapurna Finance Pvt. Ltd.


Director

For Annapurna Finance Pvt. Ltd.


Company Secretary

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(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)



- a debenture trustee, a registrar and transfer agent, a credit rating agency, legal counsel, a depository and such other intermediaries as may be required including their successors and their agents;
- (h) entering into arrangements with the depository in connection with issue of Debentures or any Tranche/Issue of the Debentures in dematerialised form;
 - (i) creating and perfecting the Security as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
 - (j) finalising the date of allocation and deemed date of allotment of the Debentures or any Tranche/Issue of the Debentures;
 - (k) negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange (if so required), the registrar of companies, the sub-registrar of assurances, Central Registry of Securitisation Asset Reconstruction and Security Interest and such other relevant governmental authorities as may be required;
 - (l) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures;
 - (m) to execute all documents, file forms with, make applications with any Stock Exchange (if so required), the registrar of companies, the sub-registrar of assurances, Central Registry of Securitisation Asset Reconstruction and Security Interest or any depository;
 - (n) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;
 - (o) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and / or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):

For Annapurna Finance Pvt. Ltd.

Siby Kumar Panda
Director

For Annapurna Finance Pvt. Ltd.

Subrata Mishra
Company Secretary

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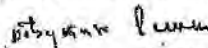


- (i) debt disclosure document/information memorandum/private placement offer cum application letter for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures (as may be required) (the "**Disclosure Documents**");
 - (ii) debenture certificate for the Debentures or any Tranche/Issue of the Debentures;
 - (iii) debenture trust deed, debenture trustee agreement, deed of hypothecation and any other documents required for the creation of security interest over the Company's movable and immovable properties and assets or the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures (including any powers of attorney in connection thereto) and any other document in relation thereto (collectively, the "**Transaction Documents**");
 - (iv) any other documents required for the purposes of the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
 - (v) any other document designated as a Transaction Document by the debenture trustee/Debenture Holders.
- (p) do all acts necessary for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures in accordance with the terms set out in the Disclosure Documents and the Transaction Documents; and
- (q) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates in relation to (a) to (p) above, and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures."

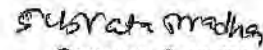
"**RESOLVED FURTHER THAT** the Authorised Officers be and are hereby severally authorised to take all necessary steps relating to the creation, perfection and registration of charges and also to sign and submit the necessary forms with the registrar of companies, the sub-registrar of assurances, Central Registry of Securitisation Asset Reconstruction and Security Interest and other relevant governmental authorities."

"**RESOLVED FURTHER THAT** the Authorised Officers be and are hereby severally authorised to record the name of Debenture Holders in the register of debenture holders and to undertake such other acts, deeds and acts as may be required to give effect to the issuance and allotment of the Debentures or any Tranche/Issue of the Debentures and the listing of the Debentures or any Tranche/Issue of the Debentures if and as and when required by the

For Annapurna Finance Pvt. Ltd.


Director

For Annapurna Finance Pvt. Ltd.


Company Secretary

For Private Circulation Only
(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)



Debenture Holders."

"**RESOLVED FURTHER THAT** the Authorised Officers be and are hereby severally authorised to pay all stamp duty required to be paid for the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures in accordance with the laws of India and procure the stamped documents from the relevant governmental authorities."

"**RESOLVED FURTHER THAT** the Authorised Officers be and are hereby severally authorised to approve and finalise, sign, execute and deliver documents in relation to the issue, offer and allotment of the Debentures or any Tranche/Issue of the Debentures as set out in this resolution and such other agreements, deeds, undertakings, indemnity and documents as may be required, or any of them in connection with the Debentures or any Tranche/Issue of the Debentures to be issued by the Company."

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

"**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 and/or any one or more of them who shall sign/ countersign the same in token thereof in accordance with the Articles of Association of the Company."

"**RESOLVED FURTHER THAT** the copies of the foregoing resolutions certified to be true copies by the Director and the Company Secretary of the Company be furnished to such persons as may be deemed necessary."

CERTIFIED TO BE TRUE

For ANNAPURNA FINANCE PRIVATE LIMITED

For Annapurna Finance Pvt. Ltd.

Prakash Kumar
Director

Director

For Annapurna Finance Pvt. Ltd.

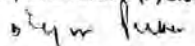
Susmita Sinha
Company Secretary

Company Secretary

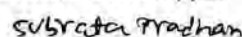


- (k) entering into arrangements with the depository in connection with the issue of Debentures in dematerialised form;
- (l) creating and perfecting the Security/Collateral as required in accordance with the terms of the Transaction Documents (as defined below) in relation to the issue, offer and allotment of the Debentures;
- (m) finalizing the date of allocation and the deemed date of allotment of the Debentures;
- (n) negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the issue, offer and allotment of the Debentures and deal with regulatory authorities in connection with the issue, offer and allotment of the Debentures including but not limited to the RBI, SEBI (if so required), any Stock Exchange, the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, or any depository, and such other authorities as may be required;
- (o) to generally do any other act or deed, to negotiate and execute any documents, applications, agreements, undertakings, deeds, affidavits, declarations and certificates and to give such directions as it deems fit or as may be necessary or desirable with regard to the issue, offer and allotment of the Debentures;
- (p) to execute all documents, file forms with, make applications to the jurisdictional registrar of companies, the Central Registry of Securitisation Asset Reconstruction and Security Interest, the Ministry of Corporate Affairs, any Stock Exchange or any depository;
- (q) sign and/or dispatch all documents and notices to be signed and/or dispatched by the Company under or in connection with the Transaction Documents;
- (r) to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to the Transaction Documents, the transactions contemplated therein and the resolutions mentioned herein, including without limitation, to approve, negotiate, finalise, sign, execute, ratify, amend, supplement and / or issue the following, including any amendments, modifications, supplements, restatements or novations thereto (now or in the future):
 - (i) the debt disclosure document/information memorandum and private placement offer cum application letter for the issue, offer and allotment of the Debentures (collectively, the "Disclosure Documents");
 - (ii) debenture certificate for the Debentures;
 - (iii) debenture trust deed, debenture trustee agreement, deed of hypothecation, and any other documents required for the creation of security interest over the Company's movable properties and assets, or providing of any contractual comfort (including any guarantee from the Government of India pursuant to the PCG Scheme), or the issue, offer and allotment of the Debentures (including any powers

For Annapurna Finance (P) Ltd.


Director

For Annapurna Finance (P) Ltd.


Company Secretary



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

"RESOLVED FURTHER THAT the Authorised Persons be and are hereby severally authorised to delegate the powers as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the issue of the Debentures."

"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."

"RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any Director and the Company Secretary of the Company be furnished to such persons as may be deemed necessary."

Schedule -1: Specimen Signatures of Authorised Persons

Name	Title	Specimen Signature
Mr. Subrata Pradhan	Company Secretary	<i>Subrata Pradhan</i>
Mr. Kashi Nath Sahoo	Authorised Signatory	<i>Kashi Nath Sahoo</i>

CERTIFIED TO BE TRUE

FOR ANNAPURNA FINANCE PRIVATE LIMITED

For Annapurna Finance (P) Ltd.
[Signature]
Director

Director

For Annapurna Finance (P) Ltd.
Subrata Pradhan
Company Secretary

Company Secretary

ANNEXURE VIII: SHAREHOLDERS RESOLUTIONS



EXTRACTS OF MINUTES OF THE 29TH EXTRA-ORDINARY GENERAL MEETING OF SHAREHOLDERS OF M/S ANNAPURNA FINANCE PRIVATE LIMITED HELD AT ITS REGISTERED OFFICE AT- 1215/1401, KHANDAGIRI BARI, INFRONT OF JAYADEV VATIKA, KHANDAGIRI, BHUBANESWAR-751030, ODISHA ON THURSDAY, 20TH AUGUST, 2020 AT 04.30 P.M. (IST)

Type of Resolution: Special Resolution

Borrowing Powers of the Board in terms of Section 180(1)(c) of the Companies Act, 2013

"**RESOLVED THAT** consent of the members be and is hereby accorded pursuant to section 180(1)(c) and other applicable provisions if any, of the Companies Act, 2013, to the Board of Directors of the company to raise or borrow from time to time such sum or sums as they may deem appropriate for the purposes of the company notwithstanding that the monies already borrowed and the monies to be borrowed (apart from temporary loans obtained from company's bankers in the ordinary course of business) will exceed the paid-up capital and free reserves of the company not set apart for any specific purpose, provided that the total amount upto which monies may be borrowed by the Board of Directors shall not exceed Rs. 4500,00,00,000/- (Rupees Four Thousand Five Hundred Crores Only) at any time.

"**RESOLVED FURTHER THAT** the Board of Directors of the Company be and are hereby authorized to do such acts, deeds, things and execute all such documents, undertakings as may be necessary for giving effect to the above resolution."

Issuance of Non-Convertible Debenture in terms of Section 42 of the Companies Act, 2013

"**RESOLVED THAT** subject to the provisions of Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the consent of the members be and is hereby accorded to the Board of Directors of the Company to raise funds by way of issuance of non-convertible debentures, in one or more series/tranches on such terms and conditions as may be determined by the Board of Directors provided that the aggregate amount of non-convertible debentures offered/proposed to be offered shall not exceed Rs. 1500,00,00,000/- (Rupees One Thousand Five Hundred Crores Only).

"**RESOLVED FURTHER THAT** the Board of Directors of the Company be and are hereby authorized to do such acts, deeds, things and execute all such documents, undertaking as may be necessary for giving effect to the above resolution. "

For Annapurna Finance Pvt. Ltd.

Sabryata Pradhan
Company Secretary



Creation of Charge / Mortgage etc. on Company's Movable or Immovable Properties in terms of Section 180(1)(a) of the Companies Act, 2013.

"RESOLVED THAT consent of the members be and is hereby accorded pursuant to section 180(1)(a) and other applicable provisions if any, of the Companies Act, 2013, to the Board of Directors of the Company to pledge, mortgage and/or to create charge in all or any part of the moveable or immovable properties of the Company and the whole or part of the undertaking of the Company of every nature and kind whatsoever and/or creating a floating charge in all or any movable or immovable properties of the Company and the whole of the undertaking of the Company to or in favour of Banks, Financial Institutions, any other lenders or debenture trustees, security trustee(s) to secure the amount borrowed by the Company or any third party from time to time for the due payment of the Principal together with interest, charges, costs, expenses and all other monies payable by the Company or any third party in respect of such borrowings provided that the maximum extent of the indebtedness secured by the properties of the Company does not exceed Rs. 4500,00,00,000/- (Rupees Four Thousand Five Hundred Crores Only) at any time.

"RESOLVED FURTHER THAT the Board of Directors of the Company be and are hereby authorized to do such acts, deeds, things and execute all such documents, undertakings as may be necessary for giving effect to the above resolution."

Certified True Copy

Date - 22-09-2020
Place - Bhubaneswar

For Annapurna Finance Pvt. Ltd.
For Annapurna Finance Pvt. Ltd.

Subrata Pradhan
Company Secretary

Company Secretary

S.R. BATLIBOI & Co. LLP
Chartered Accountants

22, Camac Street
3rd Floor, Block 'B'
Kolkata - 700 016, India
Tel : +91 33 6134 4000

INDEPENDENT AUDITOR'S REPORT

To the Members of Annapurna Finance Private Limited (formerly Annapurna Microfinance Private Limited)

Report on the Financial Statements

We have audited the accompanying financial statements of Annapurna Finance Private Limited (formerly Annapurna Microfinance Private Limited) ("the Company"), which comprise the Balance Sheet as at March 31, 2018, the Statement of Profit and Loss and Cash Flow Statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with accounting principles generally accepted in India, including the Accounting Standards specified under section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial control that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We have taken into account the provisions of the Act, the accounting and auditing standards and matters which are required to be included in the audit report under the provisions of the Act and the Rules made thereunder. We conducted our audit in accordance with the Standards on Auditing, issued by the Institute of Chartered Accountants of India, as specified under Section 143(10) of the Act. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Company's preparation of the financial



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statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of the accounting estimates made by the Company's Directors, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

Opinion

In our opinion and to the best of our information and according to the explanations given to us, the financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India of the state of affairs of the Company as at March 31, 2018, its profit, and its cash flows for the year ended on that date.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's report) Order, 2016 ("the Order") issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act, we give in the Annexure 1 a statement on the matters specified in paragraphs 3 and 4 of the Order.
2. As required by section 143 (3) of the Act, we report that:
 - (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of our audit;
 - (b) In our opinion proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;
 - (c) The Balance Sheet, Statement of Profit and Loss, and Cash Flow Statement dealt with by this Report are in agreement with the books of account;
 - (d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014 ;
 - (e) On the basis of written representations received from the directors as on March 31, 2018, and taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2018, from being appointed as a director in terms of section 164 (2) of the Act;
 - (f) With respect to the adequacy of the internal financial controls over financial reporting of the Company with reference to the Company's financial statements and the operating effectiveness of such controls, refer to our separate Report in "Annexure 2" to this report;
 - (g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:



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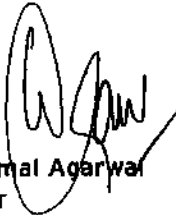
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- i. The Company does not have any pending litigations which would impact its financial position;
- ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses;
- iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

For **S.R. Batliboi & CO. LLP**

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005



per **Kamal Agarwal**
Partner

Membership Number: 058652

Place of Signature: Kolkata

Date: June 19, 2018



Annexure 1 referred to in paragraph 1 under the heading "Report on Other Legal and Regulatory Requirements" of our report of even date to the members of Annapurna Finance Private Limited as at and for the year ended March 31, 2018

- (i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.
- (b) Fixed assets have been physically verified by the management during the year and no material discrepancies were identified on such verification.
- (c) According to the information and explanations given by the management, the title deeds of immovable properties included in fixed assets are held in the name of the Company.
- (ii) The Company's business does not involve inventories. Accordingly, the requirements under paragraph 3(ii) of the Order are not applicable to the Company.
- (iii) According to the information and explanations given to us, the Company has not granted any loans, secured or unsecured to companies, firms, Limited Liability Partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly, the provisions of clause 3 (iii) (a), (b) and (c) of the Order are not applicable to the Company and hence not commented upon.
- (iv) In our opinion and according to the information and explanations given to us, there are no loans, investments, guarantees, and securities given in respect of which provisions of section 185 and 186 of the Companies Act 2013 are applicable and hence not commented upon.
- (v) The Company has not accepted any deposits within the meaning of Sections 73 to 76 of the Act and the Companies (Acceptance of Deposits) Rules, 2014 (as amended). Accordingly, the provisions of clause 3(v) of the Order are not applicable.
- (vi) To the best of our knowledge and as explained, the Company is not in the business of sale of any goods. Therefore, in our opinion, the provisions of clause 3 (vi) of the Order are not applicable to the Company.
- (vii) (a) The Company is regular in depositing with appropriate authorities undisputed statutory dues including provident fund, employees' state insurance, income-tax, service tax, goods and service tax, cess and other statutory dues applicable to it.



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Chartered Accountants

- (b) According to the information and explanations given to us, no undisputed amounts payable in respect of provident fund, employees' state insurance, income-tax, service tax, goods and service tax, cess and other statutory dues were outstanding, at the year-end, for a period of more than six months from the date they became payable.
- (c) According to the information and explanations given to us, there are no dues of income tax, service tax, goods and service tax and cess which have not been deposited on account of any dispute.

In respect of sub clauses (vii) (a) to (vii) (c) above, the Company did not have any dues towards wealth tax, sales tax, custom duty, value added tax and excise duty, during the year.

- (viii) In our opinion and according to the information and explanations given by the management, the Company has not defaulted in repayment of loans or borrowing to a financial institution, bank or government or dues to debenture holders.
- (ix) According to the information and explanation given by the management, the Company has not raised any money by way of initial public offer or further public offer, hence not commented upon.

Further, money raised by the Company by way of term loans were applied for the purpose for which they were raised, though idle/surplus funds which were not required for immediate utilisation have been gainfully invested in fixed deposits/liquid assets funds.

- (x) According to the information and explanations given to us, we report that no material fraud by the Company or by its employees or officers has been noticed or reported during the year except for instances of cash embezzlements by certain employees of the Company aggregating to an amount of Rs. 3,785,065 and out of which 2,592,500 has been recorded as receivables in the books of accounts on the basis of intimation received from the local police station dated June 07, 2018. The services of the concerned employees have been terminated.
- (xi) The Company being a private Company, hence the provisions of section 197 read with Schedule V of the Act is not applicable and hence not commented upon.
- (xii) In our opinion, the Company is not a nidhi company. Therefore, the provisions of clause 3(xii) of the order are not applicable to the Company and hence not commented upon.
- (xiii) According to the information and explanations given by the management, transactions with related parties are in compliance with section 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the notes to the financial statements, as required by the applicable accounting standards.



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Chartered Accountants

- (xiv) According to the information and explanations given by the management, the Company has complied with provisions of section 42 of the Companies Act, 2013 In respect of equity shares issued during the year. According to the information and explanations given by the management, we report that the amounts raised, have been used for the purposes for which the funds were raised.
- (xv) According to the information and explanations given by the management, the Company has not entered into any non-cash transactions with directors or persons connected with him as referred to in section 192 of Companies Act, 2013.
- (xvi) According to the information and explanations given to us, we report that the Company has registered as required, under section 45-IA of the Reserve Bank of India Act, 1934.

For S.R. Batliboi & Co. LLP

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005

per Kamal Agarwal

Partner

Membership Number: 058652



Place of Signature: Kolkata

Date: June 19, 2018

S.R. BATLIBOI & Co. LLP

Chartered Accountants

ANNEXURE TO THE INDEPENDENT AUDITOR'S REPORT OF EVEN DATE ON THE STANDALONE FINANCIAL STATEMENTS OF ANNAPURNA FINANCE PRIVATE LIMITED

Report on the Internal Financial Controls under Clause (I) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of Annapurna Finance Private Limited ("the Company") as of March 31, 2018 in conjunction with our audit of the standalone financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's Management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor's Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting with reference to these standalone financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing as specified under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these standalone financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls over financial reporting with reference to these standalone financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting with reference to these standalone financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls over financial reporting with reference to these standalone financial statements.



Meaning of Internal Financial Controls Over Financial Reporting With Reference to these Financial Statements

A company's internal financial control over financial reporting with reference to these standalone financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting with reference to these standalone financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

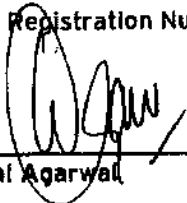
Inherent Limitations of Internal Financial Controls Over Financial Reporting With Reference to these Standalone Financial Statements

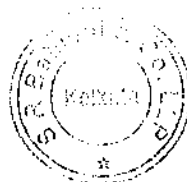
Because of the inherent limitations of internal financial controls over financial reporting with reference to these standalone financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting with reference to these standalone financial statements to future periods are subject to the risk that the internal financial control over financial reporting with reference to these standalone financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, adequate internal financial controls over financial reporting with reference to these standalone financial statements and such internal financial controls over financial reporting with reference to these standalone financial statements were operating effectively as at March 31, 2018, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting Issued by the Institute of Chartered Accountants of India.

For S.R. Batliboi & CO. LLP Chartered Accountants
ICAI Firm Registration Number: 301003E/E300005


per Kamal Agarwal
Partner
Membership Number: 058652
Place of Signature: Kolkata
Date: June 19, 2018



INDEPENDENT AUDITOR'S REPORT

To the Members of Annapurna Finance Private Limited

Report on the Audit of the Financial Statements**Opinion**

We have audited the accompanying financial statements of Annapurna Finance Private Limited ("the Company"), which comprise the Balance sheet as at March 31, 2019, the Statement of Profit and Loss and the Cash Flow Statement for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Companies Act, 2013 ("the Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2019, its profit and its cash flows for the year ended on that date.

Basis for Opinion

We conducted our audit of the financial statements in accordance with the Standards on Auditing (SAs), as specified under section 143(10) of the Act. Our responsibilities under those Standards are further described in the 'Auditor's Responsibilities for the Audit of the Financial Statements' section of our report. We are independent of the Company in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the financial statements.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements for the financial year ended March 31, 2019. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. For each matter below, our description of how our audit addressed the matter is provided in that context.

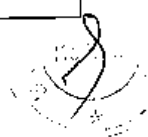


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We have determined the matters described below to be the key audit matters to be communicated in our report. We have fulfilled the responsibilities described in the Auditor's responsibilities for the audit of the financial statements section of our report, including in relation to these matters. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the financial statements. The results of our audit procedures, including the procedures performed to address the matters below, provide the basis for our audit opinion on the accompanying financial statements.

Key audit matters	How our audit addressed the key audit matter
Credit risk and provisioning on loans and advances to customers (as described in note 2.1(q), 7 and 22 of the financial statements)	
<p>For the year ended March 31, 2019 the Company's total loans and advances to customers is Rs. 250,885 lacs against which a provision for non-performing assets of Rs. 2,930 lacs and provision against standard assets of Rs. 96 lacs have been recognized by the Company. Loans and advances form major portion of the Company's assets. Provision on portfolio loans under microfinance loans are made as per minimum provision required as per Non-Banking Financial Company Micro Finance Institutions' (Reserve Bank) Directions, 2011 issued by Reserve Bank of India as amended from time to time. The Company exercises significant judgment while determining the extent of provision required against Non-performing assets. In carrying out the above exercise for identification of credit risk, the Company takes into consideration the ageing of overdue receivables and also takes into account the external factors like political disruptions / actions, natural calamities etc.</p> <p>This has been considered as a key audit matter as significant judgement is involved in determining the provision amount for doubtful loans and advances.</p>	<p>The audit procedures performed, among others, included:</p> <ul style="list-style-type: none">• Considered the Company's policies for NPA identification and provisioning and assessing compliance with the NBFC-MFI Directions.• Performed tests of controls over the identification and provisioning of aged / delinquent loans and advances.• Performed other procedures including substantive audit procedures covering the identification of NPAs by the Company. These procedures included:• Tested exception reports on a sample basis generated by the Company.• For customer-wise provisioning, tested selected samples of loans and advances to assess whether doubtful loans and advances have been identified correctly.• Tested whether the provision calculated is as per the RBI prudential norms. For provisioning in excess of the RBI norms, we tested whether there is compliance with the Company's provision policy.• Performed inquiries with the credit departments to ascertain if there were indicators of stress or an occurrence of an event of default on a particular loan account• Assessed compliance with the disclosure requirements of the applicable accounting standards, Schedule III to the Companies Act and RBI guidelines.



Other Information

The Company's Board of Directors is responsible for the other information. The other information comprises the Directors Report included in the Annual report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management for the Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Act with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under section 133 of the Act read with Rule 7 of the Companies (Accounts) Rules, 2014, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements for the financial year ended March 31, 2019 and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act, we give in the "Annexure 1" a statement on the matters specified in paragraphs 3 and 4 of the Order.
2. As required by Section 143(3) of the Act, we report that:
 - (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;
 - (c) The Balance Sheet, the Statement of Profit and Loss, and the Cash Flow Statement dealt with by this Report are in agreement with the books of account;
 - (d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014, as amended;
 - (e) On the basis of the written representations received from the directors as on March 31, 2019 taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2019 from being appointed as a director in terms of Section 164 (2) of the Act;
 - (f) With respect to the adequacy of the internal financial controls over financial reporting of the Company with reference to these financial statements and the operating effectiveness of such controls, refer to our separate Report in "Annexure 2" to this report;

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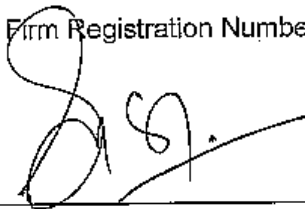
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- (g) The provisions of section 197 read with Schedule V of the Act are not applicable to the Company for the year ended March 31, 2019;
- (h) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended in our opinion and to the best of our information and according to the explanations given to us:
- i. The Company does not have any pending litigations which would impact its financial position in its financial statements;
 - ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses;
 - iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

For S.R. Batliboi & Co. LLP

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005



per Sanjay Kumar Agarwal

Partner

Membership Number: 060352

Place of Signature: Kolkata

Date: June 24, 2019



Annexure 1 referred to in paragraph 1 under the heading "Report on Other Legal and Regulatory Requirements" of our report of even date to the members of Annapurna Finance Private Limited as at and for the year ended March 31, 2019

- (i) (a) The Company has maintained proper records showing full particulars, including quantitative details and situation of fixed assets.
- (b) Majority of the fixed assets have been physically verified by the management during the year and there is a regular programme of verification which, in our opinion, is reasonable having regard to the size of the Company and the nature of its assets. No material discrepancies were noticed on such verification.
- (c) According to the information and explanations given by the management, the title deeds of immovable properties included in fixed assets are held in the name of the Company.
- (ii) The Company's business does not involve inventories. Accordingly, the requirements under paragraph 3(ii) of the Order is not applicable to the Company.
- (iii) According to the information and explanations given to us, the Company has not granted any loans, secured or unsecured to companies, firms, limited liability partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly, the provisions of clause 3 (iii) (a), (b) and (c) of the Order are not applicable to the Company and hence not commented upon.
- (iv) In our opinion and according to the information and explanations given to us, there are no loans, investments, guarantees, and securities given in respect of which provisions of section 185 and 186 of the Companies Act 2013 are applicable and hence not commented upon.
- (v) The Company has not accepted any deposits within the meaning of Sections 73 to 76 of the Act and the Companies (Acceptance of Deposits) Rules, 2014 (as amended). Accordingly, the provisions of clause 3(v) of the Order are not applicable.
- (vi) To the best of our knowledge and as explained, the Company is not in the business of sale of any goods. Therefore, in our opinion, the provisions of clause 3 (vi) of the Order are not applicable to the Company.
- (vii) (a) Undisputed statutory dues including provident fund, employees' state insurance, income-tax, goods and service tax, cess and other statutory dues have generally been regularly deposited with the appropriate authorities though there has been a slight delay in a few cases.

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- (b) According to the information and explanations given to us, no undisputed amounts payable in respect of provident fund, employees' state insurance, income-tax, goods and service tax, cess and other statutory dues were outstanding, at the year-end, for a period of more than six months from the date they became payable.
- (c) According to the information and explanations given to us, there are no dues of income tax, goods and service tax and cess which have not been deposited on account of any dispute.
- (viii) In our opinion and according to the information and explanations given by the management, the Company has not defaulted in repayment of loans or borrowing to a financial institution, bank or government or dues to debenture holders.
- (ix) According to the information and explanation given by the management, the Company has not raised any money by way of initial public offer or further public offer, hence not commented upon.

Further, money raised by the Company by way of term loans / debt instruments were applied for the purpose for which those were raised, though idle/surplus funds which were not required for immediate utilisation have been gainfully invested in fixed deposits/liquid assets funds.

- (x) According to the information and explanations given to us, we report that no material fraud by the Company or by its employees or officers has been noticed or reported during the year except for instances of cash embezzlements by certain employees of the Company aggregating to an amount of Rs. 25,39,364 and out of which Rs 1,10,000 has been recovered.
- (xi) The Company being a private Company, hence the provisions of section 197 read with Schedule V of the Act is not applicable and hence not commented upon.
- (xii) In our opinion, the Company is not a nidhi company. Therefore, the provisions of clause 3(xii) of the order are not applicable to the Company and hence not commented upon.
- (xiii) According to the information and explanations given by the management, transactions with related parties are in compliance with section 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the notes to the financial statements, as required by the applicable accounting standards.
- (xiv) According to the information and explanations given by the management, the Company has complied with provisions of section 42 of the Companies Act, 2013 in respect of preferential allotment or private placement of shares issued during the year. According



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to the information and explanations given by the management, we report that the amounts raised, have been used for the purposes for which the funds were raised.

- (xv) According to the information and explanations given by the management, the Company has not entered into any non-cash transactions with directors or persons connected with him as referred to in section 192 of Companies Act, 2013.
- (xvi) According to the information and explanations given to us, we report that the Company has registered as required, under section 45-IA of the Reserve Bank of India Act, 1934.

For **S.R. Batliboi & Co. LLP**

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005



per **Sanjay Kumar Agarwal**

Partner

Membership Number: 060352

Place of Signature: Kolkata

Date: June 24, 2019

Annexure 2 to the Independent Auditor's Report of Even Date on the financial statements of Annapurna Finance Private Limited

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of Annapurna Finance Private Limited ("the Company") as of March 31, 2019 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's Management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor's Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting with reference to these financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing as specified under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls over financial reporting with reference to these financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting



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Included obtaining an understanding of internal financial controls over financial reporting with reference to these financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls over financial reporting with reference to these financial statements.

Meaning of Internal Financial Controls Over Financial Reporting With Reference to these Financial Statements

A company's internal financial control over financial reporting with reference to these financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting with reference to these financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting With Reference to these Financial Statements

Because of the inherent limitations of internal financial controls over financial reporting with reference to these financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting with reference to these financial statements to future periods are subject to the risk that the internal financial control over financial reporting with reference to these financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

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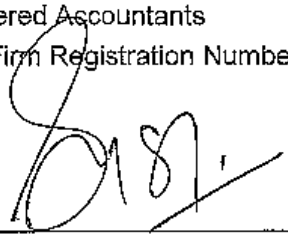
Opinion

In our opinion, the Company has, in all material respects, adequate internal financial controls over financial reporting with reference to these financial statements and such internal financial controls over financial reporting with reference to these financial statements were operating effectively as at March 31, 2019 based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For **S.R. Batliboi & Co. LLP**

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005

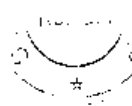


per Sanjay Kumar Agarwal
Partner

Membership Number: 060352

Place of Signature: Kolkata

Date: June 24, 2019



INDEPENDENT AUDITOR'S REPORT

To the Members of Annapurna Finance Private Limited

Report on the Audit of the Ind AS Financial Statements

Opinion

We have audited the accompanying Ind AS financial statements of Annapurna Finance Private Limited ("the Company"), which comprise the Balance sheet as at March 31 2020, the Statement of Profit and Loss including other comprehensive income, the Cash Flow Statement and the Statement of Changes in Equity for the year then ended, and notes to the Ind AS financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid Ind AS financial statements give the information required by the Companies Act, 2013, as amended ("the Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2020, its profit including other comprehensive income its cash flows and the changes in equity for the year ended on that date.

Basis for Opinion

We conducted our audit of the Ind AS financial statements in accordance with the Standards on Auditing (SA), as specified under section 143(10) of the Act. Our responsibilities under those Standards are further described in the 'Auditor's Responsibilities for the Audit of the Ind AS Financial Statements' section of our report. We are independent of the Company in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India ("ICAI") together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Ind AS financial statements.

Emphasis of Matter

We draw attention to Note 44 of the Ind AS financial statements, which describes the economic and social disruption as a result of the COVID-19 pandemic on the Company's business and financial metrics, including the Company's estimates of impairment of loans to customers and that such estimates may be affected by the severity and duration of the pandemic. Our opinion is not modified in respect of this matter.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the Ind AS financial statements for the financial year ended March 31, 2020. These matters were addressed in the context of our audit of the Ind AS financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. For each matter below, our description of how our audit addressed the matter is provided in that context.

We have determined the matters described below to be the key audit matters to be communicated in our report. We have fulfilled the responsibilities described in the Auditor's responsibilities for the audit of the Ind AS financial statements section of our report, including in relation to these matters. Accordingly, our audit included the performance of procedures designed to respond to our assessment of the risks of material misstatement of the Ind AS financial statements. The results of our audit procedures, including the procedures performed to address the matters below, provide the basis for our audit opinion on the accompanying Ind AS financial statements.

Key audit matters	How our audit addressed the key audit matter
(a) <u>Transition to Ind AS accounting framework</u> (as described in Note 43 of the Ind AS financial statements)	
In accordance with the roadmap for implementation of Indian Accounting Standards (Ind AS) for non-banking financial companies, as announced by the Ministry of Corporate Affairs, the Company has adopted Ind AS from April 1, 2019 with an effective date of April 1, 2018 for such transition. For periods up to and including the year ended March 31, 2019, the Company had prepared and presented its financial statements in accordance with the erstwhile generally accepted accounting principles in India (Indian GAAP). In order to give effect of the transition to Ind AS, these financial statements for the year ended March 31, 2020, together with the comparative financial information for the previous year ended March 31, 2019 and the transition date balance sheet as at April 1, 2018 have been prepared under Ind AS.	Our audit procedures included the following: <ul style="list-style-type: none">• Read the Ind AS impact assessment performed by the management and the resultant changes made to the accounting policies considering the requirements of the new framework.• Assessed the judgement exercised by the management in applying the first-time adoption principles of Ind AS 101 especially in respect of fair valuation of assets and liabilities existing as at transition date.• Read changes made to accounting policies in light of the requirements of the new framework.• We understood the financial statement closure process and the additional controls (including IT controls)

Key audit matters	How our audit addressed the key audit matter
<p>The transition has involved significant changes in the Company's financial reporting processes, including generation of reliable and supportable financial information. The transition has also required the management to exercise judgement in determining the impact of Ind AS on specific disclosure requirements prescribed under extant Reserve Bank of India (RBI) directions.</p> <p>In view of the complexities and significant judgement involved in implementing Ind AS, we have considered this area as a key audit matter.</p>	<p>established by the Company for transition to Ind AS.</p> <ul style="list-style-type: none"> • Assessed the judgement applied by the Company in determining its business model for classification of financial assets. • Tested the accounting adjustments posted as at the transition date and in respect of the previous year to convert the financial information reported under erstwhile Indian GAAP to Ind AS. • Assessed the judgements applied by the Company in respect of areas where the accounting treatment adopted or the disclosures made under the new accounting framework were inconsistent with the extant RBI Directions. • Assessed disclosures made by the management for compliance with Ind AS.
<p>(b) <u>Impairment of financial assets at balance sheet date (including provision for expected credit losses)</u> (as described in note 7 and note 42.2 of the Ind AS financial statements)</p>	
<p>Ind AS 109 requires the Company to provide for impairment of its loan receivables (financial instruments) using the expected credit loss (ECL) approach. ECL involves an estimation of probability-weighted loss on financial instruments over their life, considering reasonable and supportable information about past events, current conditions, and forecasts of future economic conditions which could impact the credit quality of the Company's loans and advances. In the process, a significant degree of judgement has been applied by the management for:</p> <ol style="list-style-type: none"> 1. Defining qualitative/ quantitative thresholds for 'significant increase in credit risk' ("SICR") and 'default'. 	<p>Our audit procedures included the following:</p> <ul style="list-style-type: none"> • Considered the Company's accounting policies for impairment of loan receivables and assessing compliance with the policies in terms of Ind AS 109. • Tested the assumptions used by the Company for grouping and staging of loan portfolio into various categories and default buckets for determining the PD and LGD rates. • Tested the operating effectiveness of the controls for staging of loans based on their past-due status. Tested a sample of performing (stage 1) loans to assess whether any loss indicators were present requiring them to be classified under stage 2 or 3.

Key audit matters	How our audit addressed the key audit matter
<p>2. Grouping of loan portfolio under homogenous pools to determine probability of default on a collective basis.</p> <p>3. Determining effect of less frequent past events on future probability of default.</p> <p>Additional considerations on account of CoVID-19 Pursuant to the Reserve Bank of India circular dated March 27, 2020 and May 23, 2020 (“RBI circular”) allowing lending institutions to offer a moratorium to customers on payment of instalments falling due between March 1, 2020 and August 31, 2020 read with advisory issued by the Microfinance Institutions Network dated March 30, 2020 (“MFIN advisory”), the Company has extended a moratorium to its borrower in accordance with its Board approved policy as described in Note 44. In accordance with the guidance from the ICAI, extension of the moratorium to borrowers by itself is not considered to result in a SICR for a borrower, however the entity needs to evaluate whether the borrowers to which moratorium is granted will remain regular once the moratorium period gets over. The Company has recorded a macroeconomic overlay of INR 3,567.02 lacs as part of its ECL, to reflect among other things an increased risk of deterioration in macro-economic factors caused by Novel Coronavirus (CoVID-19) pandemic. Given the unique nature and scale of the economic impact of this pandemic, its timing being close to the year-end, and no reliable data being available regarding the impact of various regulatory packages, the macroeconomic overlay estimate is based on various highly uncertain and unobservable factors. In accordance with the guidance in Ind AS 109, the macroeconomic overlay estimate takes into account reasonably and supportable</p>	<ul style="list-style-type: none"> • Tested the input data used for determining the PD and LGD rates and agreed the data with the underlying books of accounts and records. • Performed inquiries with the Company’s management and its risk management function to assess the impact of lock-down on the business activities of the Company. • Assessed the Company’s policy with respect to moratorium pursuant to the RBI circular and MFIN advisory and tested the implementation of such policy on a sample basis. • Assessed the additional considerations applied by the management for staging of loans as SICR/ default in view of Company’s policy on moratorium. • Tested assumptions used by the management in determining the overlay for macro-economic factors (including CoVID-19 pandemic) in accordance with the governance framework approved by the Board of Directors pursuant to Reserve Bank of India guidelines issued on March 13, 2020. • Tested the arithmetical accuracy of computation of ECL provision performed by the Company in spreadsheets. • Compared the disclosures included in the Ind AS financial statements in respect of expected credit losses with the requirements of Ind AS 107 and 109. Reviewed specific disclosures made in the Ind AS financial statements with regards to the impact of CoVID-19 on ECL estimation.

Key audit matters	How our audit addressed the key audit matter
<p>information without incurring significant cost. The actual credit losses for the next 12 months could be significantly different than the ECL estimates prepared by the Company depending upon the impact and duration of the pandemic and various regulatory and policy measures announced by the Government.</p> <p>Given the high degree of management's judgement involved in estimation of ECL, accentuated by the considerations for CoVID-19 related developments, it is a key audit matter.</p>	
(c) IT Systems and controls	
<p>The financial accounting and reporting systems of the Company are fundamentally reliant on IT systems and IT controls to process significant transaction volumes. Automated accounting procedures and IT environment controls, which include IT governance, general IT controls over program development and changes, access to programs and data and IT operations, are required to be designed and to operate effectively to ensure accurate financial reporting.</p> <p>Any gaps in the IT control environment could result in a material misstatement of the financial accounting and reporting records.</p> <p>Therefore, due to the pervasive nature and complexity of the IT environment, the assessment of the general IT controls and the application controls specific to the accounting and preparation of the financial information is considered to be a key audit matter.</p>	<p>We performed the following procedures for testing IT general controls and for assessing the reliability of electronic data processing, assisted by specialized IT auditors:</p> <ul style="list-style-type: none"> • The aspects covered in the IT General Control audit were (i) User Access Management (ii) Program Change Management (iii) Other related ITGCs – to understand the design and test the operating effectiveness of such controls. • Assessed the changes that were made to the key systems during the audit period and assessing changes that have impact on financial reporting. • Tested the periodic review of access rights. We inspected requests of changes to systems for appropriate approval and authorization. • Performed tests of controls (including other compensatory controls wherever applicable) on the IT application controls and IT dependent manual controls in the system. • Tested the design and operating effectiveness of compensating controls, where deficiencies were identified and, where necessary, extended the scope of our substantive audit procedures.

Other Information

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Annual report, but does not include the Ind AS financial statements and our auditor's report thereon.

Our opinion on the Ind AS financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the Ind AS financial statements, our responsibility is to read the other information and, in doing so, consider whether such other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Ind AS Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Act with respect to the preparation of these Ind AS financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the Ind AS financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Charged with Governance are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Ind AS Financial Statements

Our objectives are to obtain reasonable assurance about whether the Ind AS financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Ind AS financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Ind AS financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls with reference to financial statements in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the Ind AS financial statements,

including the disclosures, and whether the Ind AS financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the Ind AS financial statements for the financial year ended March 31, 2020 and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act, we give in the "Annexure 1" a statement on the matters specified in paragraphs 3 and 4 of the Order.
2. As required by Section 143(3) of the Act, we report that:
 - (a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;
 - (b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;
 - (c) The Balance Sheet, the Statement of Profit and Loss including other comprehensive income, the Cash Flow Statement and Statement of Changes in Equity dealt with by this Report are in agreement with the books of account;
 - (d) In our opinion, the aforesaid Ind AS financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Companies (Indian Accounting Standards) Rules, 2015, as amended;

- (e) On the basis of the written representations received from the directors as on March 31, 2020 taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2020 from being appointed as a director in terms of Section 164 (2) of the Act;
- (f) With respect to the adequacy of the internal financial controls over financial reporting of the Company with reference to these Ind AS financial statements and the operating effectiveness of such controls, refer to our separate Report in "Annexure 2" to this report;
- (g) The provisions of Section 197 read with Schedule V of the Act are not applicable to the Company for the year ended March 31, 2020;
- (h) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended in our opinion and to the best of our information and according to the explanations given to us:
 - i. The Company does not have any pending litigations which would impact its financial position;
 - ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses; and
 - iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.

For S.R. Batliboi & Co. LLP

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005

Digitally signed by Sanjay Agarwal
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ou=Assurance, email=Sanju.agarwal@srb.in
Location: Kolkata
Date: 2020.07.09 23:45:09 +05'30'

per Sanjay Kumar Agarwal

Partner

Membership Number: 060352

UDIN: 20060352AAAACV4212

Place of Signature: Kolkata

Date: July 9, 2020

Annexure 1 referred to in paragraph 1 under the heading “Report on Other Legal and Regulatory Requirements” of our report of even date to the members of Annapurna Finance Private Limited as at and for the year ended March 31, 2020

- (i) (a) The Company has maintained proper records showing full particulars with respect to most of its fixed assets and is in the process of updating quantitative and situation details with respect to certain fixed assets in the records maintained by the Company.
- (b) Majority of the fixed assets have been physically verified by the management during the year and there is a regular programme of verification which, in our opinion, is reasonable having regard to the size of the Company and the nature of its assets. No material discrepancies were noticed on such verification.
- (c) According to the information and explanations given by the management, the title deeds of immovable properties included in property, plant and equipment are held in the name of the Company.
- (ii) The Company’s business does not involve inventories and accordingly, the requirements under clause 3(ii) of the Order are not applicable to the Company and hence not commented upon.
- (iii) According to the information and explanations given to us, the Company has not granted any loans, secured or unsecured to companies, firms, limited liability partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013. Accordingly, the provisions of clause 3 (iii) (a), (b) and (c) of the Order are not applicable to the Company and hence not commented upon.
- (iv) In our opinion and according to the information and explanations given to us, there are no loans, investments, guarantees, and securities given in respect of which provisions of section 185 and 186 of the Companies Act 2013 are applicable and hence not commented upon.
- (v) The Company has not accepted any deposits within the meaning of Sections 73 to 76 of the Act and the Companies (Acceptance of Deposits) Rules, 2014 (as amended). Accordingly, the provisions of clause 3(v) of the Order are not applicable.
- (vi) To the best of our knowledge and as explained, the Company is not in the business of sale of any goods. Therefore, in our opinion, the provisions of clause 3 (vi) of the Order are not applicable to the Company.

- (vii) (a) Undisputed statutory dues including provident fund, employees' state insurance, income-tax, goods and service tax, cess and other statutory dues, applicable to the Company, have generally been regularly deposited with the appropriate authorities.
- (b) According to the information and explanations given to us, no undisputed amounts payable in respect of provident fund, employees' state insurance, income-tax, goods and service tax, cess and other statutory dues, applicable to the Company, were outstanding, at the year-end, for a period of more than six months from the date they became payable.
- (c) According to the records of the Company, the dues outstanding of income tax, goods and service tax and cess on account of any dispute, are as follows:

Name of the Statute	Nature of dues	Amount under dispute (Rs. In Lacs)	Period to which it relates	Forum where dispute is pending
Income Tax Act, 1961	Income Tax	2,666.31	AY 2017-18	Commissioner of Income Tax (Appeals)

- (viii) In our opinion and according to the information and explanations given by the management, the Company has not defaulted in repayment of loans or borrowing to a financial institution, bank or dues to debenture holders. The Company did not have any dues of loans or borrowings to government during the year.
- (ix) According to the information and explanation given by the management, the Company has not raised any money by way of initial public offer or further public offer, hence not commented upon.

Further, money raised by the Company by way of term loans / debt instruments were applied for the purpose for which those were raised, though idle/surplus funds which were not required for immediate utilisation have been gainfully invested in fixed deposits/liquid assets funds.

- (x) Based upon the audit procedures performed for the purpose of reporting the true and fair view of the financial statements and according to the information and explanations given to us, we report that no material fraud by the Company or by its employees or officers has been noticed or reported during the year except for instances of cash embezzlements by certain employees of the Company aggregating to an amount of Rs. 14.26 lacs and out of which no amount has been recovered.

- (xi) The Company being a private Company, hence the provisions of section 197 read with Schedule V of the Act is not applicable and hence not commented upon.
- (xii) In our opinion, the Company is not a nidhi company. Therefore, the provisions of clause 3(xii) of the order are not applicable to the Company and hence not commented upon.
- (xiii) According to the information and explanations given by the management, transactions with related parties are in compliance with section 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the notes to the Ind AS financial statements, as required by the applicable accounting standards.
- (xiv) According to the information and explanations given to us and on an overall examination of the balance sheet, the company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures during the year under review and hence, reporting requirements under clause 3(xiv) are not applicable to the company and, not commented upon.
- (xv) According to the information and explanations given by the management, the Company has not entered into any non-cash transactions with directors or persons connected with directors as referred to in section 192 of Companies Act, 2013.
- (xvi) According to the information and explanations given to us, we report that the Company has registered as required, under section 45-IA of the Reserve Bank of India Act, 1934.

For **S.R. Batliboi & Co. LLP**

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005

Digitally signed by Sanjay Agarwal
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Date: 2020.07.09 23:44:51 +05'30'

per Sanjay Kumar Agarwal

Partner

Membership Number: 060352

UDIN: 20060352AAAACV4212

Place of Signature: Kolkata

Date: July 9, 2020

ANNEXURE 2 TO THE INDEPENDENT AUDITOR'S REPORT OF EVEN DATE ON THE IND AS FINANCIAL STATEMENTS OF ANNAPURNA FINANCE PRIVATE LIMITED

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of Annapurna Finance Private Limited ("the Company") as of March 31, 2020 in conjunction with our audit of the Ind AS financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's Management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor's Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting with reference to these Ind AS financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing as specified under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting with reference to these Ind AS financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting with reference to these Ind AS financial statements and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting with reference to these Ind AS financial statements, assessing the risk that a material

weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls system over financial reporting with reference to these Ind AS financial statements.

Meaning of Internal Financial Controls Over Financial Reporting with Reference to these Ind AS Financial Statements

A company's internal financial control over financial reporting with reference to these Ind AS financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting with reference to these Ind AS financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the Ind AS financial statements.

Inherent Limitations of Internal Financial Controls Over Financial Reporting With Reference to these Ind AS Financial Statements

Because of the inherent limitations of internal financial controls over financial reporting with reference to these Ind AS financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting with reference to these Ind AS financial statements to future periods are subject to the risk that the internal financial control over financial reporting with reference to these Ind AS financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, adequate internal financial controls system over financial reporting with reference to these Ind AS financial statements and such internal financial controls over financial reporting with reference to these Ind AS financial

S.R. BATLIBOI & CO. LLP

Chartered Accountants

statements were operating effectively as at March 31, 2020, based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For S.R. Batliboi & Co. LLP

Chartered Accountants

ICAI Firm Registration Number: 301003E/E300005

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per Sanjay Kumar Agarwal

Partner

Membership Number: 060352

UDIN: 20060352AAAACV4212

Place of Signature: Kolkata

Date: July 9, 2020