

DISCLOSURE DOCUMENT



ASIRVAD MICRO FINANCE LIMITED

A public limited company incorporated under the Companies Act, 1956

Date of Incorporation: August 29, 2007; **CIN:** U65923TN2007PLC064550

Registered Office: 47, Whites Road, 1st Floor, Deshbandhu Plaza, Royapettah,
Chennai, Tamil Nadu - 600014

Telephone No.: +91- 044-43510081

Website: <https://asirvadmicrofinance.co.in/>

Disclosure Document for issue of Debentures on a private placement basis

Dated: February 02, 2021

ISSUE OF UPTO 2500 (plus 5000 Green Shoe Option) (TOTAL SEVEN THOUSAND FIVE HUNDRED) UNSECURED, SENIOR, RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACEVALUE OF RS.1,00,000/- (RUPEES ONE LAKH ONLY) EACH, AGGREGATING UP TO RS. 25,00,00,000/- (RUPEES TWENTY-FIVE CRORES ONLY) Plus Green Shoe Option To Retain Oversubscription Of Rs. 50,00,00,000/- (Rupees Fifty Crores Only) (Total Seventy Five Crores) ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

GENERAL RISKS: For taking an investment decision, investors must rely on their own examination of the Issue and the Disclosure Document including the risks involved. The Issue has not been recommended or approved by Securities and Exchange Board of India nor does SEBI guarantee the accuracy or adequacy of this Disclosure Document. Specific attention of investors is invited to statement of Risk Factors contained under Section 3 of this Disclosure Document.

ISSUER'S ABSOLUTE RESPONSIBILITY: The Issuer, having made all reasonable inquiries, accepts responsibility for, and confirms that this Disclosure Document contains all information with regard to the Issuer and the Issue, which is material in the context of the Issue and as required under the Schedule I of SEBI (Issue and Listing of Debt Securities) Regulations, 2008, Section 42 of the Companies Act, 2013 and the rules framed thereunder, that the information contained in this Disclosure Document 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 document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

CREDIT RATING: The Debentures proposed to be issued by the Issuer have been rated by **CRISIL Limited** ("Rating Agency"). The Rating Agency has assigned a rating of **"CRISIL AA- (Outlook: Stable) (pronounced as "CRISIL Double A Minus" with Stable Outlook)** in respect of the Debentures. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk.

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. The ratings obtained are subject to revision at any point of time in the future. The rating agency has the right to suspend, withdraw the rating at any time on the basis of new information, etc. Please refer to Annexure II of this Disclosure Document for the letter from the Rating Agency assigning the credit rating abovementioned issued by the Rating Agency.

LISTING: The Debentures are proposed to be listed on the wholesale debt market of the BSE Limited ("BSE").

Registrar and Transfer Agent

S.K.D.C. Consultants Limited

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Debenture Trustee

IDBI Trusteeship Services Limited

Asian Building, 17, R. Kamani Marg,

Ballard Estate,

Mumbai - 400 001

Tel: +91 22 4080 7000

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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 Disclosure Document. Any capitalized terms used but not defined herein shall have the meanings given to them in the Debenture Trust Deed.

Act or Companies Act	Means Companies Act, 2013, and for any matters or affairs prior to the notification of the relevant provisions of the Companies Act, 2013, the Companies Act, 1956 and shall include any re-enactment, amendment or modification of the Companies Act, 2013, as in effect from time to time and shall include the rules made thereunder
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to the Issue.
Application Form	The form used by the recipient of this Disclosure Document to apply for subscription to the Debentures
Applicant	Means a person who has submitted a completed Application Form to the Company.
Application Money	Means the subscription monies paid by the Applicants at the time of submitting the Application Form
Assets	Means, for any date of determination, the assets of the Company on such date as the same would be determined in accordance with Indian GAAP at such date
Assets Under Management	Means, the loan and investment receivables on the balance sheet of the Issuer, plus the loan receivables originated and serviced by the Issuer and securitised / assigned over time, plus the loan receivables originated and serviced by the Issuer on the balance sheet of another financial institution.
Beneficial Owner(s)	Means the holder(s) of the Debentures in dematerialized form whose name is 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 BSE Limited
Business Day	Any day of the week, (excluding Sundays and any day which is a 'public holiday' for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), on which banks are normally open for business in Mumbai.
Capital Adequacy Ratio	Means the capital adequacy ratio prescribed by the RBI for NBFC from time to time, currently being the aggregate of Tier I Capital and Tier II Capital divided by Risk Weighted Assets.
CDSL	Central Depository Services (India) Limited
CIN	Corporate Identification Number
Client Loan	Means each loan made by the Company as a lender under " Client Loans " shall refer to the aggregate of such loans.
CITES	Means the Convention on International Trade in Endangered Species or Wild Fauna and Flora, including the protected flora and faunae as demonstrated on the website: www.cites.org
Constitutional Documents	Means the memorandum of association and the articles of association of the Company
Control	Shall have the meaning as ascribed to the term in the Companies Act, 2013.
Current Assets	Means financial assets on the balance sheet that shall realise cash within 12 months of the relevant date, or expenses that are paid upfront.
Current Liabilities	Means financial and operational liabilities that are payable within 12 months of the relevant date.
Debentures / NCDs	Unsecured, Senior, Rated, Listed, Redeemable, Non-convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) each, aggregating upto Rs. 25,00,00,000/- (Rupees Twenty-Five Crores only) Plus Green Shoe Option of Rs. 50,00,00,000/- (Rupees Fifty Crores)
Debenture Holders / Investors	The holders of the Debentures by the Issuer and means the persons who are, for the time being and from time to time, the holders of the Debentures and whose names appear in the Register of Beneficial Owners
Deemed Date of Allotment	The Deemed Date of Allotment of the Debentures will be as specified in the Issue Detail.
Debenture Trustee	IDBI Trusteeship Services Limited or such other SEBI registered Debenture Trustee appointed by the Issuer from time to time
Debenture Trustee Regulations	Means the Securities Exchange Board of India (Debenture Trustees) Regulations, 1993 (as amended or restated from time to time).
Debenture Trustee Agreement	Agreement executed or to be executed by and between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.



Debenture Trust Deed/ DTD	The debenture trust deed executed between the Issuer and the Debenture Trustee which sets out the terms upon which the Debentures are being issued, and shall include the representations, warranties and covenants being provided by the Issuer.
Debenture Trustee Agreement	The debenture trustee agreement executed between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Demat	Refers to dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	The Depositories Act, 1996, as amended from time to time
Depository	The depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time, with whom the Company has made arrangements for dematerialising the Debentures, being CDSL and NSDL.
Depository Participant / DP	A depository participant as defined under the Depositories Act.
Director(s)	Director(s) of the Issuer.
Disclosure Document	Means collectively the Disclosure Document and the Term Sheet/Addendums
DP ID	Depository Participant Identification Number.
Due Date	Means the date on which any interest or liquidated damages, any redemption or premature redemption amount and all other monies payable, are due and payable. If the due date in respect of any interest (other than the final instalment of interest) or liquidated damages and all other monies payable under the Debentures falls on a day which is not a Business Day, then the immediately succeeding Business Day shall be the due date for such payment. Further, if the due date in respect of the final instalment of interest or any redemption or premature redemption amount falls on a day which is not a Business Day, then the immediately preceding Business Day shall be the due date for such payment
Eligible Investors	Shall have the meaning specified in Clause 6.14 below
Exclusion List	Means any activity including (a) production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements, or subject to international bans, such as pharmaceuticals, pesticides/herbicides, ozone depleting substances, PCBs, wildlife or products regulated under CITES, (b) production or trade in weapons and munitions, (c) production or trade in alcoholic beverages (excluding beer and wine), (d) production or trade in tobacco, (e) gambling, casinos and equivalent enterprises, (f) production or trade in radioactive materials (this does not apply to the purchase of medical equipment, quality control (measurement) equipment), (g) production or trade in unbonded asbestos fibres (this does not apply to purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%), (h) drift net fishing in the marine environment using nets in excess of 2.5 km. in length, (i) production or activities involving harmful or exploitative forms of forced labour, or harmful child labour, (j) production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial scale usage of hazardous chemicals (hazardous chemicals include gasoline, kerosene, and other petroleum products), (k) production or activities that impinge on the lands owned, or claimed under adjudication, by indigenous peoples, without full documented consent of such peoples, (l) which may result in funding or supporting any individual or organization designated as: (i) terrorists or terrorist organizations by the United Nations, the European Union and any other applicable country; (ii) persons, groups or entities which are subject to United Nations, European Union and the US Office of Foreign Asset Control (OFAC) sanctions';
EFT	Electronic Fund Transfer
Electronic Book Mechanism	Shall mean the electronic book mechanism process to be followed by the Issuer for private placement of debt securities in accordance with the SEBI Electronic Book Mechanism Guidelines.
Financial Year/FY	12 (twelve) month period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.
Final Redemption Date	Means the maturity date of the Debentures when they are redeemed. Kindly refer the Issue Detail for final redemption date.
Final Settlement Date	Means the date on which all Obligations of the Company have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Debenture Holders.
Governmental Authority	Shall mean any government (central, state or otherwise) or any governmental agency, semi-governmental or judicial or quasi-judicial or administrative entity, department or authority,



	agency or authority including any stock exchange or any self-regulatory organization, established under any Law.
Gross Loan Portfolio	Means the outstanding principal balance of all of the Company's outstanding Client Loans including current, delinquent and restructured Client Loans, and includes principal balance of all Client Loans securitized, assigned, originated on behalf of other institutions or otherwise sold off in respect of which the Company has provided credit enhancements in any form or manner whatsoever, but not Client Loans that have been charged off. It does not include interest receivables and accrued interest.
Gross NPAs	Means the gross non-performing assets of the Company determined in the manner prescribed by the RBI from time to time
Issue	Unsecured, Senior, Rated, Listed, Redeemable, Non-convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) each, aggregating upto Rs. 75,00,00,000/- (Rupees Seventy-Five Crores only) Rs. 25,00,00,000/- (Rupees Twenty-Five Crores only) Plus Green Shoe Option of Rs. 50,00,00,000/- (Rupees Fifty Crores for cash at par, in dematerialized form on a private placement basis
Issuer/ Company	Asirvad Micro Finance Limited
Interest/Coupon	Means the interest payable on the Debentures on the Interest Payment Dates, at the Interest Rate or the Revised Interest Rate as the case may be.
Interest Rate/Coupon Rate	Shall mean rate of interest as specified in the Issue Detail.
Interest Payment Date(s)/ Coupon Payment Date(s)	Means Payment dates on which Interest is payable on the Debentures, more specifically mentioned in the Issue Detail.
Indian GAAP	Means the generally accepted accounting principles, standards and practices in India or any other prevailing accounting standard in India as may be applicable
Indian Accounting Standard (IND AS)	shall mean the Indian generally accepted accounting principles issued under the Companies (Indian Accounting Standards) Rules, 2015, as amended, together with any pronouncements issued under applicable law thereon from time to time and applied on a consistent basis by the Company.
Law	Means any applicable law, code, ordinance, interpretation, guideline, directive, judgment, injunction, decree, treaty, regulation, rule or order of any court, tribunal or Governmental Authority, in force in India
Liability	Means, for any date of determination, the liabilities of the Company on such date as the same would be determined in accordance with the Indian GAAP at such date
LODR Regulations	Means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
Liability	For any date of determination, the liabilities of the Company on such date as the same would be determined in accordance with the Indian GAAP at such date.
Majority Debenture Holders	Means such number of Debenture Holders collectively holding equal to or more than 75% (Seventy-Five percent) of the value of the Outstanding Principal Amounts of the Debentures
Majority Resolution	Means resolution approved Majority Debenture Holders, either in a poll or in a meeting of the Debenture Holders.
N.A.	Not Applicable
NBFC	Non-Banking Financial company
Non-Performing Assets/NPA	Means the aggregate of all loans, bonds and other credit facilities provided by the Issuer where one or more repayment instalments are overdue as per the threshold limits prescribed by RBI from time to time. Under IND AS accounting norms, this shall mean the total of Stage 3 assets, as defined from time to time
NSDL	National Securities Depository Limited
Net Owned Funds	Shall have the same meaning ascribed to it under Section 45IA of the RBI Act, 1934
Off Balance Sheet Portfolio	Shall mean principal balance of loans securitized, assigned, originated on behalf of other institutions in respect of which the Issuer has provided credit enhancements in any form or manner whatsoever
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 Company to the Debenture Holders or the Debenture Trustee under the Debenture Trust Deed and the other Transaction Documents, including without limitation, the redemption of the Debentures, the payment of any interest on the Debentures, and all costs, charges, expenses and other monies payable by the Company under the Transaction Documents



Outstanding Principal Amounts	Means, at any date, the Local Currency principal amount outstanding under the Debentures
Outstanding Amounts	Means the Outstanding Principal Amounts, together with all interest, fees, costs, commissions, charges, Trustee fees and other amounts due and payable by the Company under or in respect of the Trust Deed or any Transaction Document
PAN	Permanent Account Number.
Payment Default	Means nonpayment on the Due Date any amount payable pursuant to the Debentures at the place at and in the currency in which it is expressed to be payable.
Payment Obligations	Means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Company to the Debenture Holders or the Debenture Trustee under this Deed and shall include the obligation to redeem the Debentures in terms thereof, any outstanding remuneration of the Debenture Trustee, default interest payable, if any, and all fees, costs, charges and expenses and other monies payable by the Company under the Transaction Documents
Person	Shall mean any individual, partnership, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any government or political subdivision or any agency, department or instrumentality thereof
Portfolio at Risk or "PAR"	Shall mean the aggregate of (a) all Client Loans including owned and managed portfolio and other credit facilities provided by the Company where one or more repayment instalments are overdue by the PAR Days or more; and (b) all Client Loans and other credit facilities in respect of which the payment schedule have deferred, rescheduled, restructured and/or refinanced.
Portfolio At Risk Over 90 Days	Means, on the Issuer'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 Issuer that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 90 days or more, includes restructured loans but excludes loans that have been written off by the Issuer.
Purpose	The Issuer shall utilise the moneys received towards subscription of the Debentures for on-lending purpose and for regular business activities.
Rating Agency	CRSISIL Limited or such other SEBI registered Credit rating agency from time to time
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.
Redemption Amount	Shall mean the amount to be paid by the Company to the Debenture Holder(s) at the time of the redemption of the Debentures and shall include the Outstanding Principal Amount(s), redemption premium (if any), the accrued Coupon, default interest (if any), additional interest (if any), and any other amounts, if any, in respect of the Debentures, payable on each of the Redemption Date(s) as shall be specified in the Issue details.
Redemption Date(s)	Shall mean the date(s) on which the Redemption Amount(s) for the Debentures shall be redeemed by the Company as shall be specified in the Issue details;
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being S.K.D.C. Consultants Limited
Restructured Portfolio	Means with respect to the Company, the outstanding principal balance of all past due Client Loans that have been renegotiated or modified to either lengthen or postpone the originally scheduled instalments of principal, or to substantially alter the original terms, of such Client Loans.
ROC	Registrar of Companies.
Rs. / INR	Indian National Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
Special Majority Debenture Holders	Means such number of Debenture Holders collectively holding equal to or more than 80% (Eighty percent) of the value of the Outstanding Principal Amounts of the Debentures
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulation, 2008 issued by SEBI, as amended from time to time.
SEBI LODR Regulations	SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time
SEBI Electronic Book Mechanism Guidelines	The guidelines issued by SEBI and pertaining to the Electronic Book Mechanism set out in the terms specified by the SEBI in its Circular dated January 05, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/05) titled 'Electronic book mechanism for issuance of securities on



	private placement basis' read along with the related Clarifications dated August 16, 2018 (bearing reference number SEBI/HO/DDHS/CIR/P/2018/122), and the related operational guidelines issued by the concerned Electronic Book Provider, as may be amended, clarified or updated from time to time.
Seniority	Senior
TDS	Tax Deducted at Source.
Total Assets	Means for any date of determination, the total Assets of the Company on such date
Total Liabilities	Means for any date of determination, the total Liabilities of the Company on such date
Tax	Means any present or future tax, levy, duty, charge, fees, deductions, withholdings, 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 Law by any Governmental Authority and as maybe applicable in relation to the payment obligations of the Company in respect of the Debentures
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents
Transaction Documents	has the meaning ascribed to the term in Clause 4.36 Error! Reference source not found. below
WDM	Wholesale Debt Market.
Wilful Defaulter	An Issuer 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 Reserve Bank of India and includes an issuer whose director or promoter is categorized as such in accordance with Regulation 2(n) of SEBI (Issue and Listing of Debt Securities) Regulations, 2008.



SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

ISSUER'S DISCLAIMER

This Disclosure Document 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 to be listed on the WDM segment of the BSE 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 Disclosure Document 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 Disclosure Document to be filed or submitted to the SEBI for its review and/or approval. However pursuant to the provisions of Section 42 of the Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the copy of this Disclosure Document shall be filed with the SEBI within the stipulated timelines under the Act.

This Disclosure Document has been prepared in conformity with the SEBI Debt Listing Regulations as amended from time to time and the applicable RBI Circulars governing private placements of debentures by NBFCs. This Disclosure Document has been prepared solely to provide general information about the Issuer to the Eligible Investors (as defined below) to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Disclosure Document does not purport to contain all the information that any Eligible Investor may require. Further, this Disclosure Document 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 Disclosure Document 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 Disclosure Document should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential 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 Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Disclosure Document (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 Disclosure Document 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 being authorized by the Issuer. The Issuer certifies that the disclosures made in this Disclosure Document are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the Disclosure Document 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 Disclosure Document would be doing so at its own risk.

This Disclosure Document and the contents hereof 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 Disclosure Document 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 Disclosure Document being issued have been sent. Any application by a person to whom the Disclosure Document has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Disclosure Document shall not reproduce or distribute in whole or 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 Disclosure Document 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 Disclosure Document) without retaining any copies hereof. If any recipient of this Disclosure Document decides not to participate in the Issue, that recipient must promptly return this Disclosure Document 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 Disclosure Document to reflect subsequent events after the date of Disclosure Document 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 Disclosure Document nor any sale of 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 Disclosure Document 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 Disclosure Document in any jurisdiction where such action is required. Persons into whose possession this Disclosure Document comes are required to inform themselves about and to observe any such restrictions. The Disclosure Document is made available to potential Investors in the Issue on the strict understanding that it is confidential.

DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Disclosure Document has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Disclosure Document to the BSE should not in any way be deemed or construed to mean that this Disclosure Document 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 Disclosure Document, nor does the BSE warrant that the Issuer's Debentures will be listed 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.

DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Disclosure Document has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Disclosure Document 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 Disclosure Document. However, the Company undertakes to file this Disclosure Document with the Registrar of Companies (through the online portal provided by the Ministry of Corporate Affairs) and SEBI within 30 days from the Deemed Date of Allotment as per the provisions of the 2013 Act and the rules thereunder.

DISCLAIMER CLAUSE OF RBI

The Issuer has obtained a certificate of registration issued by the RBI. However, a copy of this Disclosure Document has not been filed with or submitted to the RBI. It is distinctly understood that this Disclosure Document should not in any way be deemed or construed to be approved or vetted by RBI. RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the Issuer or for the correctness of any of the statements or representations made or opinions expressed by the Issuer and for discharge of liability by the Issuer. By issuing the aforesaid certificate of registration to the Issuer, RBI neither accepts any responsibility nor guarantee for the payment of any amount due to any Investor in respect of the Debentures.

DISCLAIMER CLAUSE OF THE SOLE ARRANGER

The Issuer hereby declares that it has exercised due-diligence to ensure complete compliance with prescribed disclosure norms in this Disclosure Document. The only role of the Sole Arranger with respect to the Debentures is confined to arranging placement of the Debentures on the basis of this Disclosure Document as prepared by the Issuer. Without limiting the foregoing, the Sole Arranger is not acting, and has not been engaged to act, as an underwriter, merchant banker or other intermediary with respect to the Debentures. The Issuer is solely responsible for the truth, accuracy and completeness of all the information provided in this Disclosure Document. Neither is the Sole Arranger responsible for preparing, clearing, approving, scrutinizing or vetting this Disclosure Document, nor it is responsible for doing any due-diligence for verification of the truth, correctness or completeness of the contents of this Disclosure Document. The Sole Arranger shall be entitled to rely on the truth, correctness and completeness of this Disclosure Document. It is to be distinctly understood that the aforesaid use of this Disclosure Document by the Sole Arranger should not in any way be deemed or construed to mean that the Disclosure Document has been prepared, cleared, approved, scrutinized or vetted by the Sole Arranger. Nor should the contents of this Disclosure Document in any manner be deemed to have been warranted, certified or endorsed by the



Sole Arranger as to the truth, correctness or completeness thereof. Each recipient must satisfy itself as to the accuracy, reliability, adequacy, reasonableness or completeness of the Disclosure Document.

The Sole Arranger has not conducted any due diligence review on behalf or for the benefit of the Debenture Trustee or any of the Debenture Holders. Each of the Debenture Holders should conduct such due diligence on the Issuer and the Debentures as it deems appropriate and make its own independent assessment thereof.

Distribution of this Disclosure Document does not constitute a representation or warranty, express or implied by the Sole Arranger that the information and opinions herein will be updated at any time after the date of this Disclosure Document. The Sole Arranger does not undertake to notify any recipient of any information coming to the attention of the Sole Arranger after the date of this Disclosure Document. No responsibility or liability or duty of care is or will be accepted by the Sole Arranger for updating or supplementing this Disclosure Document or for providing access to any additional information as further information becomes available.

Neither the Sole Arranger nor any of their respective directors, employees, officers or agents shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from this Disclosure Document or in any other information or communications made in connection with the Debentures.

The Sole Arranger is acting for the Company in relation to the Issue of the Debentures and not on behalf of the recipients of this Disclosure Document. The receipt of this Disclosure Document by any recipient is not to be constituted as the giving of investment advice by the Sole Arranger to that recipient, nor to constitute such a recipient a customer of the Sole Arranger. The Sole Arranger is not responsible to any other person for providing the protection afforded to the customers of the Sole Arranger nor for providing advice in relation to the Debentures

Each recipient of this Disclosure Document acknowledges that:

- a. each recipient has been afforded an opportunity to request and to review and has received all additional information considered by the recipient to be necessary to verify the accuracy of or to supplement the information contained herein; and
- b. such recipient has not relied on the Sole Arranger in connection with its investigation of the accuracy of such information or its investment decision.

DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to Investors as specified under the clause titled "Eligible Investors" of this Disclosure Document, who shall be/have been identified upfront by the Issuer. This Disclosure Document 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 non-exclusive jurisdiction of the courts and tribunals at Mumbai / Chennai. This Disclosure Document 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.

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.

ISSUE OF DEBENTURES IN DEMATERIALISED FORM

The Debentures will be issued in dematerialised form. The Issuer has made arrangements with the Depositories for the issue of the Debentures in dematerialised form. Investors will have to hold the Debentures in dematerialised 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 Investors on the Deemed Date of Allotment after verification of the Application Form, the accompanying documents and on realisation of the application money.



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 Disclosure Document for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the risk 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 Disclosure Document and reach their own views prior to making any investment decision.

3.1 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.

3.2 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.

3.3 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.

3.4 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.

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

3.9 SECURITY MAY BE INSUFFICIENT TO REDEEM THE DEBENTURES

In the event that the Company is unable to meet its payment and other obligations towards Investors under the terms of the Debentures, the Debenture Trustee may enforce the Security as per the terms of security documents, and other related documents. The Debenture Holder(s)' recovery in relation to the Debentures will be subject to (i) the market value of such secured property, (ii) finding willing buyers for the Security at a price sufficient to repay the Debenture Holder(s)' amounts outstanding under the Debentures. The value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

3.10 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.

3.11 RISKS RELATED TO THE BUSINESS OF THE ISSUER

- a. ***Majority of the Issuer's loans are unsecured and the clients of these unsecured 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.***

A majority of the Issuer's loans are unsecured and the clients of these unsecured loans are of the high-risk category. There is uncertainty on the client's ability to fulfil its loan obligations as MFI clients typically do not have bank accounts or proper income proof verification so it can be difficult to verify all client details and assess the risk. Such non-performing or low credit quality loans can negatively impact our results of operations.

The Issuer has various procedures and process controls in place to mitigate the risk. All group lending loans are provided under the Grameen Model and based on the joint liability of the group.

As at September 30, 2020, the gross NPA was INR 125.25 Crores on a gross portfolio of INR 4946.74 Crores (including managed / securitized portfolio of INR 848.38 Crores).

- b. ***The Issuer cannot assure that it will be able to effectively control and reduce the level of the NPAs of its Client Loans. The amount of its reported NPAs may increase in the future as a result of growth of Client Loans, and also due to factors beyond its control, such as over-extended member credit that it is unaware of. If the Issuer is unable to manage NPAs or adequately recover its loans, the results of its operations will be adversely affected.***

The current loan loss reserves of the Issuer may not be adequate to cover an increase in the amount of NPAs or any future deterioration in the overall credit quality of Client Loans. As a result, if the quality of its total loan portfolio deteriorates the Issuer may be required to increase its loan loss reserves, which will adversely affect its financial condition and results of operations.

The members are poor 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 its 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 are unable to control or reduce the level of its NPAs or poor credit quality loans, its financial condition and results of its operations could be materially and adversely affected.



c. ***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

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.

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 microfinance, 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.

e. ***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.

f. ***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***

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 uninsurable. A successful assertion of such 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. Such risks are normally minimized through strong Risk Management practices of the Company.

- g. ***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.***

NBFCs in India are subject to strict regulation and supervision by the RBI. Pursuant to guidelines issued by the RBI (circular dated August 3, 2012 and NBFC-MFI Directions) the Issuer is required to maintain its status as a NBFC-MFI in order to be eligible for categorization as priority sector advance for bank loans. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC-MFI. 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-MFI that is subject to numerous conditions. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments 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, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled and it shall not be able to carry on such activities. If the Issuer fails to comply with the NBFC-MFI Directions and the RBI NBFC-MFI Master Directions, 2016 and fails to maintain the status of NBFC-MFI, it will not be eligible for priority sector loans from the Indian banking sector and may also attract penal provisions under the RBI Act, 1934 for non-compliance.



SECTION 4: REGULATORY DISCLOSURES

The Disclosure Document 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.

4.1 Documents Submitted to the Exchanges

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

- a. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- b. Copy of last 3 (Three) years audited Annual Reports;
- c. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- d. Copy of the Resolution of the Borrowing & Securities Allotment Committee of the Board dated January 18th 2021 authorizing the issue of non-convertible debentures and list of authorized signatories;
- e. Certified true copy of the shareholders resolution passed by the Company at the Annual General Meeting held on 25th August 2020 authorising the Company to borrow under Section 180(1)(c) upon such terms as the Board may think fit, upto an aggregate limit of Rs.7,500 Crores;
- f. Certified true copy of the shareholders resolution passed by the Company at the Annual General Meeting held on 25th August 2020 authorising the Company to create security in respect of borrowings under Section 180(1)(a) of the Companies Act 2013;
- g. Certified true copy of the shareholders resolution passed by the Company at the Annual General Meeting held on 25th August 2020 authorising the Company to issue non-convertible debentures upon such terms as the Board may think fit;
- h. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Trust Deed 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, within 5 (five) working days of execution of the same;
- i. Where applicable, an undertaking that permission/ consent from the prior creditor for a second or *pari passu* charge being created, in favour of the trustees to the proposed issue has been obtained; and
- j. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

4.2 Documents Submitted to Debenture Trustee

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

- a. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- b. Copy of last 3 (Three) years audited Annual Reports;
- c. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- d. 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.
- e. An undertaking to the effect that the Issuer would, until the redemption of the debt securities, submit the details mentioned in point (d) 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/ uniform listing agreement issued by SEBI on October 13, 2015 as amended, replaced or restated from time to time, for furnishing / publishing its half yearly/ annual result. Further, the Issuer shall within 180 (One Hundred and Eighty) calendar 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' and other existing debenture-holders within 2 (two) Business Days of their specific request.

**4.3 Name and Address of Registered Office of the Issuer**

Name of the Issuer:	Asirvad Micro Finance Limited
Registered Office of Issuer:	47, Whites Road, 1 st Floor, Deshbandhu Plaza, Royapettah, Chennai, Tamil Nadu - 600014
Corporate Office of Issuer:	9 th and 10 th Floor, No.9, Taj Club House Road, Anna Salai, Chennai – 600 002
Registration Number:	No. N-07-00769
Corporate Identification Number:	U65923TN2007PLC064550
Phone No.:	+91-44-43510081
Fax No:	-
Contact Person:	Ms. Aparna Menon
Email:	cs@asirvad.in
Website of Issuer:	www.asirvadmicrofinance.co.in
Auditors of the Issuer:	M/s. Walker Chandiok & Co 7 th Floor, Prestige Polygon, 471, Annasalai, Teynampet, Chennai 600 018, India
Trustee to the Issue:	IDBI Trusteeship Services Limited, Address: Asian Building, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001
Registrar to the Issue:	SKDC Consultants Ltd Kanapathy Towers, 3rd Floor, 1391/A1, Sathy Road, Ganapathy, Coimbatore, Tamil Nadu 641006
Credit Rating Agency of the Issue:	CRISIL Limited, Hiranandani Business Park, Central Ave, Hiranandani Gardens, Powai, Mumbai, Maharashtra 400076



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

a. Overview

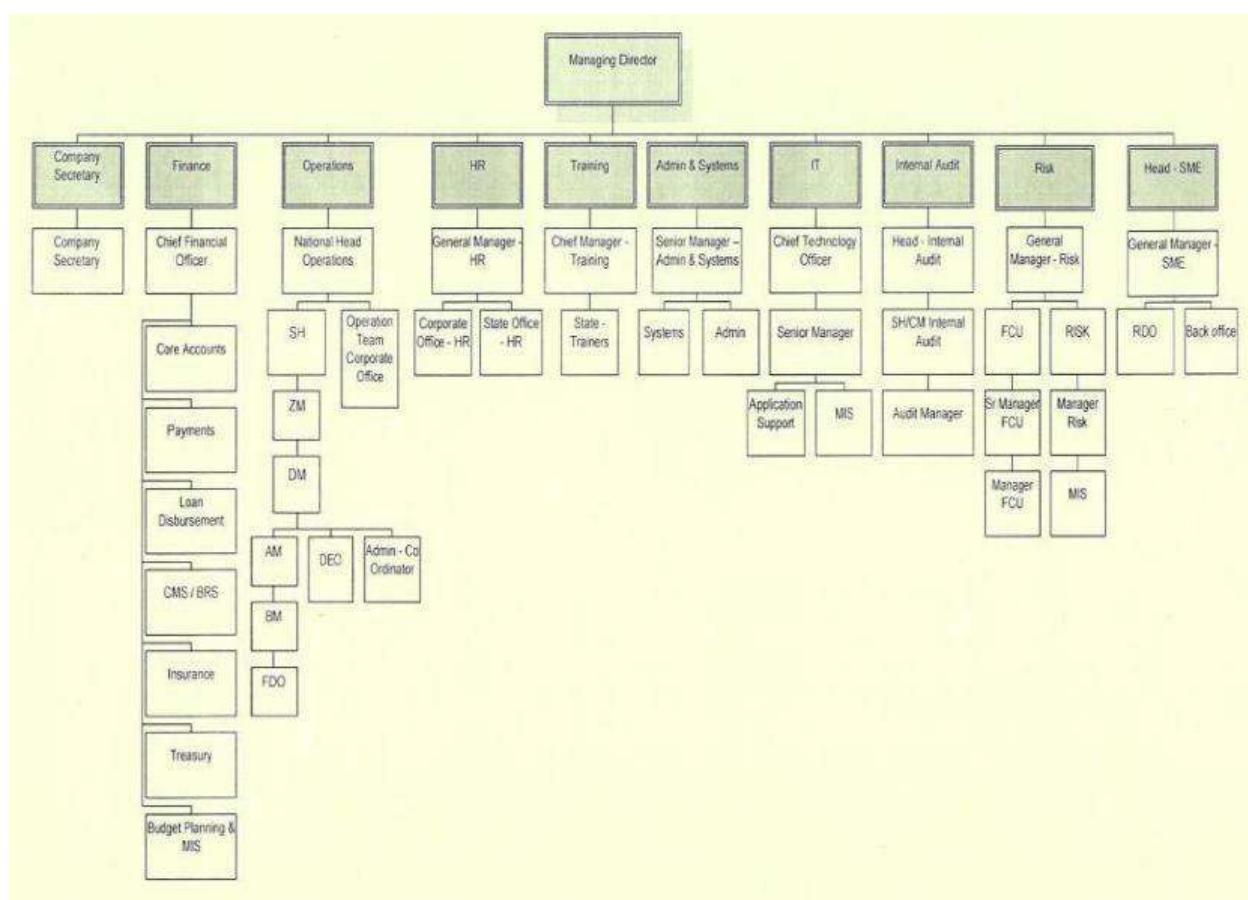
The Issuer was incorporated on August 29, 2007 as a private limited company under the provisions of the Companies Act 1956. The RBI granted the Issuer operating license, certificate of registration No. N-07-00769 on December 14, 2007. The Issuer is a microfinance non-banking financial institution. Microfinance is the practice of extending financial services to the poor, similar to what banks and financial institutions extend to other economic segments.

The Issuer has set up itself as an NBFC-MFI, rather than an NGO as it operates with adequate capital. The Issuer operates strictly within the legal and regulatory framework in India for financial institutions and is absolutely transparent.

The Issuer is based in Chennai with the mission 'To organize groups of committed poor women and provide innovative financial services in a sustainable manner with a view to Alleviate poverty through viable income generation activities. The Issuer's unique venture combines successful models in microfinance with the technology and efficiencies of modern retail banking.

The Issuer focuses on the poor and its target customers include salaried women working in garment factories, hospitals, or as house maids, cooks, or office workers, and self-employed women working as vegetable or fruit vendors, small shop owners, tailors, or agar bathi or beedi rollers. As of March 2020, the Issuer operates in 1030 branches across 314 districts in 22 states/union territories. The Issuer's active customer base is 23,66,475 with a gross loan portfolio outstanding of Rs. 5487.93 crores.

b. Corporate Structure



c. **Key Operational and Financial Parameters for the last 3 audited years:**

Rs. In Lakhs

Particulars	FY-2020-2021(Sept 20)	FY 2019-2020	FY 2018-2019	FY 2017-2018	FY 2016-2017
	Audited	Audited	Audited	Audited	Audited
Net worth	1,03,436.61	1,03,951.87	78,245.71	28,736.16	26,438.23
Total Borrowings	3,43,108.19	4,500,63.98	2,36,972.00	2,21,515.17	169,756.79
- Non-Current Maturities of Long-Term Borrowing	1,36,342.89	2,046,62.25	99532.11	109,870.58	96,357.53
- Current Maturities of Long-Term Borrowing	2,06,765.30	2,454,01.73	117048.89	95,404.32	60,380.85
Other Non-Current Liabilities and Provisions	57934.33	31080.79	265300	557.16	908.68
Other Current Liabilities and Provisions	30422.47	3962.12	17739.00	15,683.11	12,109.73
Net Fixed Assets	1429.16	1516.82	235.00	710.84	567.35
Long Term Loans and Advances	1,22,084.95	1,877,48.30	140532.00	12,964.36	24,084.77
Other Non-Current Assets	7933.53	10,867.11	7502.00	7,300.96	6,570.36
Cash and Cash Equivalents	1,22,591.60	1,39,063.94	61914.00	24,983.50	13,391.19
Current Investments	0	0	0	0	0
Short Term Loans/Advances & Other Current Assets	2,80,862.36	2,520,49.47	249849.00	204,291.67	151,581.36
AUM (including managed portfolio)	497103.23	548767.28	383877.61	243,760.00	179,278.44
Off Balance Sheet Assets	84837.87	107246.23	147336.8273	31,987.53	7,418.39
Interest Income	48128.25	89342.61	57954.19	30,592.28	30,592.28
Interest Expense	23987.41	40354.76	27344.95	15,427.26	15,427.26
Provisioning & Write-offs	1491.20	9234.97	1977.89	15,831.45	5,221.63
PAT	(507.57)	23532.80	13258.33	(3,230.10)	3,433.18
Gross NPA (%)	2.53%	1.76%	0.48%	0.11%	4.66%
Net NPA (%)	0.00%	0.00%	0.00%	0.08%	1.36%
Tier I Capital Adequacy Ratio (%)	24.66%	24.32%	29.60%	24.98%	14.02%
Tier II Capital Adequacy Ratio (%)	1.03%	1.05%	2.22%	0.74%	6.58%

d. **Gross Debt: Equity Ratio of the Company as December 31, 2020:**

Before the issue of debt securities	3.73
After the issue of debt securities	3.80

Calculations

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

Debt – INR crores	3927.83
*Equity – INR crores	1052.14
Debt/Equity	3.73

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

Debt – INR crores	4002.83
*Equity – INR crores	1052.14
Debt/Equity	3.80

e. **Project cost and means of financing, in case of funding new projects:**

Not applicable

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

a. **Details of Share Capital as on latest quarter end i.e December 31, 2020:**

Share Capital	Amount in Rs.
Authorised	
Equity Share Capital	90,00,00,000
Preference	10,00,00,000
TOTAL	100,00,00,000
Issued, Subscribed and Fully Paid- up	
Equity Shares	533,118,870
Preference Shares	-
TOTAL	533,118,870

b. **Changes in its capital structure as on last quarter end i.e. December 31, 2020 for the last five years:**

Year	Date	Existing	Revised	Remark
2011	August 8, 2011	10,00,00,000	20,00,00,000	Increase in Authorized equity Share Capital from Rs.10.00 Crores to Rs. 15.00 Crores (1,50,00,000 equity shares of Rs. 10 each) and 5,00,000 Redeemable preference share of Rs.100 /- Rs.5.00 Crores
2014	September 12, 2014	20,00,00,000	30,00,00,000	Increase in Authorized equity Share Capital from Rs.15.00 Crores to Rs. 20.00 Crores (2,00,00,000 equity shares of Rs. 10 each) and Redeemable preference share from Rs.5.00 Crores to Rs 10.00 Crores (10,00,000 redeemable preference shares of Rs 100 each).
2015	October 29, 2015	30,00,00,000	40,00,00,000	In the Extra-Ordinary General Meeting held on 29th October, 2015, the equity share capital of the Company increased from 20,00,00,000 equity shares of Rs. 10 each amounting to Rs. 200,00,000 to 30,00,00,000 equity shares of Rs. 10 each to Rs. 300,00,000
2017	December 04, 2017	40,00,00,000	50,00,00,000	In the Extra-Ordinary General Meeting held on 04 th December, 2017, the equity share capital of the company increased from 3,00,00,000 equity shares of Rs. 10 each amounting to Rs. 30,00,00,000 to 4,00,00,000 equity shares of Rs. 10 each amounting to Rs. 40,00,00,000
2018	April 27, 2018	50,00,00,000	70,00,00,000	In the Extra-Ordinary General Meeting held on 27 th April, 2018, the equity share capital of the company increased from 40,00,00,000 equity shares of Rs.10 each amounting to Rs.40,00,00,000 to 60,00,00,000 equity shares of Rs.10 each amounting to Rs.60,00,00,000
2019	March 16, 2019	70,00,00,000	100,00,00,000	Increase in Authorized Share Capital by increasing Equity Share Capital from Rs. 70,00,00,000/- to Rs.100,00,00,000/-.

c. **Equity Share Capital History of the Company as on the last quarter end i.e. December 31, 2020 , for the last five years:**

Date of Allotment	Name of Investor	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital		
							No of Equity Shares	Equity Share Capital (Rs. In Cr.)	Equity Share Premium (Rs. In Cr)
12.07.2010	Lok Capital LLC	888889	8888890	10	8888890	Ordinary	888889	0.888889	-
06.06.2013	S.V.RajaVaidyanathan	10000	100000	11.17	1,11,700	ESOP	10000	0.01	0.00117



Date of Allotment	Name of Investor	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital		
							No of Equity Shares	Equity Share Capital (Rs. In Cr.)	Equity Share Premium (Rs. In Cr)
28.02.2014	S.V.RajaVaidyanathan	20000	200000	11.17	2,23,400	ESOP	20000	0.02	0.00234
06.11.2014	S.V.RajaVaidyanathan	20000	200000	11.17	2,23,400	ESOP	20000	0.02	0.00234
06.11.2014	G.Srikanth	20000	200000	11.17	2,23,400	ESOP	20000	0.02	0.00234
06.11.2014	S.Gopinath	20000	200000	11.17	2,23,400	ESOP	20000	0.02	0.00234
06.11.2014	Tolerance Samuel.M.P	10000	100000	11.17	1,11,700	ESOP	10000	0.01	0.00117
06.11.2014	S.Muthukumar	10000	100000	11.17	1,11,700	ESOP	10000	0.01	0.00117
06.11.2014	ShylasreePadmanabhan	4000	40000	11.17	44,680	ESOP	4000	0.004	0.000468
06.11.2014	T.Sabarinathan	4000	40000	11.17	44,680	ESOP	4000	0.004	0.000468
06.11.2014	K.Suthakaran	4000	40000	11.17	44,680	ESOP	4000	0.004	0.000468
06.11.2014	NRK.Rajasekaran	4000	40000	11.17	44,680	ESOP	4000	0.004	0.000468
06.11.2014	Ramesh.T	1500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Mr.R.Muthuralingam	1500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Ms.Nethaji.K	1500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Mr.Lakshmi Narayanan	1500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Mr.R.Premkumarthambiraj	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Mr.N.Ravikumar	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Mr.J.Kannan	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Mr.D.Santhakumar	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
06.11.2014	Mr.Parthasarathi.C	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
19.01.2015	Mr. Thangappan V	4,000	4,0000	11.17	44,680	ESOP	4000	0.004	0.000468
19.01.2015	Mr. Gunaseelans	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
19.01.2015	Mr. Chellapandis	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
19.01.2015	Mr. Rajendran M	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
19.01.2015	Mr. Krishnamoorthy S	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755



Date of Allotment	Name of Investor	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital		
							No of Equity Shares	Equity Share Capital (Rs. In Cr.)	Equity Share Premium (Rs. In Cr)
19.01.2015	Mr. Ayyanar K	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
19.01.2015	Mr. Mahesh Kannan K	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
19.01.2015	Mr. Rajasekar K	1,500	15000	11.17	16,755	ESOP	1500	0.0015	0.0001755
12.02.2015	Manappuram Finance Limited	75,61,126	75611260	83.3209	63,00,00,038	Pari-passu	7561126	7.561126	55.4388778
03.02.2015	S.V.Raja Vaidyanathan	10,000	10,000	11.17	1,17,000	ESOP	10,000	0.01	0.00117
04.03.2016	Manappuram Finance Limited	10351966	10351966	96.60	99,99,99,915	Pari-passu	10351966	1.03	89.65
17.03.2016	Mr. Gautam Saigal	20,000	20,000	96.60	19,32,000	Pari-passu	20,000	.02	.17
17.03.2016	Mr. Aramanathan	15,000	15,000	96.60	14,49,000	Pari-passu	15,000	.015	.13
17.03.2016	Mr. V P Nanadakumar	93,689	93,689	96.60	90,50,357.40	Pari-passu	93,689	.09	.81
17.03.2016	Mr. Raveendra Babu	25,000	25,000	96.60	24,15,000	Pari-passu	25,000	.025	.24
17.03.2016	Mr. V R Rajiven	5,000	5,000	96.60	4,83,000	Pari-passu	5,000	.05	.04
22.12.2017	Mr. S.V. Raja Vaidyanathan	5,13,900	51,13,900	85.34	4,89,95,210	Rights Issue	5,13,900	0.51	4.38
22.12.2017	Mr. S. Gopinath	2,943	29,430	85.34	2,80,585.62	Rights Issue	2,943	0.002	0.025
22.12.2017	Mr. Tolerance Samuel M.P.	1,472	14,720	85.34	1,40,340.48	Rights Issue	1,472	0.001	0.012
22.12.2017	Mr. S. Muthukumar	1,472	14,720	85.34	1,40,350	Rights Issue	1,472	0.001	0.012
22.12.2017	M/s. Manappuram Finance Limited	52,42,821	5,24,28,210	85.34	49,98,50,560	Rights Issue	5242,821	5.24	44.74
22.12.2017	Mr. Gautam Saigal	4,415	44,150	85.34	4,20,930	Rights Issue	4,415	0.0044	0.037
22.12.2017	Mr. A. Ramanathan	5,000	50,000	85.34	4,76,700	Rights Issue	5,000	0.005	0.042
22.12.2017	Mr. V.P. Nandakumar	20,682	2,06,820	85.34	19,71,830	Rights Issue	20,682	0.020	0.176
22.12.2017	Mr. B.N. Raveendra Babu	5,519	55,190	85.34	5,26,190	Rights Issue	5,519	0.0055	0.0471
27.04.2018	Mr. S.V. Raja Vaidyanathan	1,68,100	16,81,000	85.34	1,60,26,654	Rights Issue	1,68,100	0.1681	1.4346
27.04.2018	Mr. S. Muthukumar	2,660	26,600	85.34	2,53,604	Rights Issue	2,660	0.0027	0.2227



Date of Allotment	Name of Investor	No of Equity Shares	Face Value (in Rs.)	Issue Price (in Rs.)	Consideration	Nature of Allotment	Cumulative Paid Up Capital		
							No of Equity Shares	Equity Share Capital (Rs. In Cr.)	Equity Share Premium (Rs. In Cr.)
27.04.2018	M/s. Manappuram Finance Limited	1,02,91,894	10,29,18,940	85.34	98,12,29,173	Rights Issue	1,02,91,894	10.29	87.83
27.04.2018	Mr. Gautam Saigal	7,979	79,790	85.34	7,60,718	Rights Issue	7,979	0.0080	0.0681
27.04.2018	Mr. A. Ramanathan	6,536	65,360	85.34	6,23,142	Rights Issue	6,536	0.0065	0.0558
27.04.2018	Mr. B.N. Raveendra Babu	9,974	99,740	85.34	9,50,922	Rights Issue	9,974	0.0100	0.0851
27.04.2018	Mr.V R Rajiven	1,634	16,340	85.34	1,55,785	Rights Issue	1,634	0.0016	0.0139
27.04.2018	Manappuram Finance Limited	1,04,88,777	10,48,87,770	95.34	99,99,99,999	Rights Issue	10,48,87,770	10.48	89.51
16.03.2019	M/s. Manappuram Finance Limited	1,07,48,250	10,74,82,500	252	2,70,85,59,000	Rights Issue	10,74,82,500	107.48	260.11

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 reorganization or reconstruction in the last 1 (one) year.

f. **Fully convertible Warrants pending for conversion as on June 30, 2020**

There have been no fully convertible warrants pending in the last 1 (one) year.

4.6 **Details of the shareholding of the Company as on the latest quarter end, i.e. December 31, 2020**

a. **Shareholding Pattern of the Company as on last quarter end, i.e. December 31, 2020**

b.

Sl.	Name of the Shareholder	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1	Sheela . Rajiven	7,709	0.01	7,709
2	S V Raja Vaidyanathan	24,51,977	4.60	24,51,977
3	Ramanathan Annamalai	32,000	0.06	32,000
4	S Muthukumar	14,023	0.03	14,023
5	G Srikanth	13,334	0.03	13,334
6	Gautam Saigal	40,993	0.08	40,993
7	S Gopinath	16,277	0.03	16,277
8	Tolerance Samuel	8,139	0.02	8,139
9	Nandakumar V P	1,43,391	0.27	1,43,391
10	Raveendrababu B N	50,166	0.09	50,166



Sl.	Name of the Shareholder	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
11	Manappuram Finance Limited	5,05,33,878	94.79	5,05,33,878
	Total	5,33,11,887	100.00	5,33,11,887

c. **List of top 10 holders of equity shares of the Company as on the latest quarter end, i.e. December 31, 2020:**

Sl.	Name of the Shareholder	Total Number of equity shares	Total percentage (%) of Shareholding	Number of shares held in Demat Form
1	Sheela . Rajiven	7,709	0.01	7,709
2	S V Raja Vaidyanathan	24,51,977	4.60	24,51,977
3	Ramanathan Annamalai	32,000	0.06	32,000
4	S Muthukumar	14,023	0.03	14,023
5	G Srikanth	13,334	0.03	13,334
6	Gautam Saigal	40,993	0.08	40,993
7	S Gopinath	16,277	0.03	16,277
8	Tolerance Samuel	8,139	0.02	8,139
9	Nandakumar V P	1,43,391	0.27	1,43,391
10	Raveendrababu B N	50,166	0.09	50,166
11	Manappuram Finance Limited	5,05,33,878	94.79	5,05,33,878
	Total	5,33,11,887	100.00	5,33,11,887

4.7 **Following details regarding the directors of the Company:**

a. **Details of current directors of the Company:**

This table sets out the details regarding the Company's Board of Directors as on date of the Disclosure Document:

Sl.	Name of the Directors, Designation & DIN	Date of Birth	Address	PAN	Director of the company since	Details Of Other Directorships
1	Mr. S.V. Raja Vaidyanathan Managing Director 01467098	02/05/1955	OLD - 4, New - 7, Central Avenue, Kesava Perumal Puram, Chennai - 600028, Tamil Nadu	AAGP V635 0C	29/08/2007	- Abirami Consultants & Securities Private Limited; - Media works Private Limited; - Acsys Investments Private Limited; - Farvision Securities P Ltd; - Proficient Investment And Financial Consultancy Private Limited
2.	Mr. V.P. Nanda Kumar Chairman & Director 00044512	18/05/1964	3/564, Vazhapully Valappad Grama Panchayat, Valappad, Kerala- 680567	ABGP N809 2A	10/02/2015	- Manappuram Finance Limited - Manappuram Agro Farms Ltd; - Manappuram Health Care Ltd; - Manappuram Jewellers Ltd; - Manappuram Construction And Consultants Ltd; - Manappuram Home Finance Ltd; - Manappuram Chits (Karnataka) Pvt Ltd; - Manappuram Chit Funds Co. Pvt Ltd; - Manappuram Chits (India) Ltd;



Sl .	Name of the Directors, Designation & DIN	Date of Birth	Address	PAN	Director of the company since	Details Of Other Directorships
						- Manappuram Insurance Brokers Limited; - Manappuram Comptech And Consultants Limited; - Adlux Medicity And Convention Centre Private Limited; - Finance Industry Development Council; - SNST Advisories Pvt Ltd; - DTB Advisory Pvt Ltd; - DTA Advisory Pvt Ltd - DT3 Advisory Pvt Ltd
3	Mr. B.N. Raveendra Babu Joint Managing Director 00043622	10/02/1952	4/181, Blangatt, Thalikulm Grama Panchayat, Thalikulam, Kerala – 680681	ABMP R227 3B	10/02/2015	- Manappuram Finance Ltd; - Manappuram Insurance Brokers Ltd; - Manappuram Comptech And Consultants Limited
4	Mr. Gautam Saigal Director 00640229	20/10/1965	Fl.2505, Ashok Tower C Wing, Dr Baba Saheb Ambedkar Marg Parel, Mumbai- 12	AJAP S271 9M	- 18/03/2015	- Manappuram Home Finance Limited, - Bonanza Business Services Private Limited
5	Mr. A. Ramanathan Independent Director 02645247	25/12/1948	28 Tansi Ngr 18th St, Velacher y, Chennai, 600042, Tamil Nadu,	AEHP A135 6C	18/03/2015	- Samasta Microfinance Limited; - Hindustan Microfinance Pvt Ltd; - Five-Star Business Finance Ltd; - Unnati Microfin Private Ltd; - Mangal Credit And Fincorp Ltd; - United Overseas Facilities Management Private Limited; - South India Finvest Pvt Ltd; - Svasti Microfinance Pvt Ltd; - Tattva Fincorp Limited
6	Mr. D.R. Dogra Independent Director 00226775	21/09/1954	Flat No 402, Somerset Bldg, Adishankara Coharya RD, CTS No 15C, Near Hiranandani Garden, Powai, Mumbai –76	ADZP D592 6E	09/09/2016	- S Chand and Company Ltd; - Welspun Corp Ltd; - AMPL Cleantech Pvt Ltd; - M Power Micro Finance Private Limited; - Sintex Plastics Technology Ltd; - Microfinance Institutions Network; - Aham Housing Finance Private Ltd.; - Axiscades Engineering Technologies Ltd
7	Mr. T. Balakrishnan Independent Director 00052922	03/10/1951	9 -C, SFS Kings Wood Jawahar Ngr, Kowdiar P O, Thiruvananthapuram – 695 003	ACSP T2762 Q	15/05/2018	- Western India Plywoods Ltd; - Muralya Dairy Products Private Limited; - EICL Limited; - Kerala High Speed Rail Corporation Limited - Cheraman Financial Services Ltd; - Manappuram Home Finance Ltd



Sl .	Name of the Directors, Designation & DIN	Date of Birth	Address	PAN	Director of the company since	Details Of Other Directorships
8	Mr. T. M. Manoharan Independent Director 00225640	03/05/952	Gowre Esank Aram, Unichi RA- T. Road Chang Ampuz Ha Nagar, P.O.- Kalam Assery Ernakulam – 682 033	ADRP M438 7L	15/05/2018	NIL
9	Mrs. Pushya Sitaraman Independent Director 06537196	23/12/1953	No 5, Subba Rayar Avenue Abhira Mapuram Chennai– 600018	AABP S603 3J	02/02/2019	- Western India Plywoods Ltd; - Kohinoor Saw Mills Co Ltd; - Mayabandar Doors Limited; - Shiksha Financial Services India Private Limited; - Southern Veneers And Woodworks Limited
10	Mr. Subrata Kumar Mitra Independent Director 00029961	16-01-1948	1201 B, Phoenix Towers, Lower Parel, Mumbai – 400 013	ACPP M814 7D	17/03/2020	- Centrum Capital Limited; - Cheminova India Limited; - North Karnataka Expressway Limited; - Centrum Financial Services Limited; - Onward Technologies Limited; - Inditrade Fincorp Limited; - Centrum Broking Limited (CN); - IL&FS Transportation Networks Limited; - IL&FS ENGINEERING AND CONSTRUCTION COMPANY LIMITED
11	Mr. Abhijit Sen Independent Director 00002593	17-11-1950	A-92, Gand Paradi, 572 Dadyseth Hill, August Kranti Marg, Near Kemp's Corner, Mumbai – 400036	AAHP S662 6D	17/03/2020	- Natafim Agricultural Financing Agency Private Limited; - Ujjivan Financial Services Limited; - Cashpor Micro Credit - Kalyani Forge Limited; - Veritas Finance Private Limited; - Ugro Capital Limited; - Tata Investment Corporation Limited; - Manappuram Finance Limited; - Booker Satnam Wholesale Private Limited; - Booker India Private Limited; - PRAMERICA LIFE INSURANCE LIMITED

*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 Directors of the Company are appearing on the RBI/ECGC defaulters list**

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
Kalpna Iyer	Director	01874130	15.05.2018	18.10.2007	Resignation
Shailesh Jayantilal Mehta	Director	01633893	16.05.2018	02.11.201	Resignation



Name	Designation	DIN	Date of Appointment/Resignation	Director of the Company since (in case of resignation)	Remarks
Rajiven Vayalil Raveendran	Independent Director	06503049	19.10.2019	19.02.2015	Cessation due to sudden demise
Mr. T. Balakrishnan	Independent Director	00052922	15.05.2018	-	Appointment
Mr. T. M. Manoharan	Independent Director	00225640	15.05.2018	-	Appointment
Mrs. Pushya Sitaraman	Independent Director	06537196	02.02.2019	-	Appointment
Mr. Subrata Kumar Atindra Mitra	Independent Director	00029961	17.03.2020		Appointment
Mr. Abhijit Sen	Independent Director	00002593	17.03.2020		Appointment

c. **Brief Profile of Directors and Key Managerial Personnel's:**

Brief Profile of Directors		
Name	Designation	Experience
Mr. S. V. Raja Vaidyanathan	Managing Director	Mr. S. V. Raja Vaidyanathan, B. Tech (IIT Madras), MBA (IIM Calcutta), AICWAI, ACS and has more than 36 years of experience in the field of Financial services, Infrastructure, Media, Telecom & Retail sectors in large private sector. He is the founder Chairman and currently also the Managing Director of the Company.
Mr. V.P. Nanda Kumar	Chairman & Director	Mr. V. P. Nandakumar, Post graduate in Science, with additional qualifications in Banking & Foreign Trade. He is the Managing Director & CEO of Manappuram Finance Ltd... In December 2013, he took part in a Global Strategic Leadership Program at the Wharton Business School, Philadelphia (USA). He acts as a managing Committee member of leading trade and industry associations such as ASSOCHAM and FICCI. He is the Chairman of the Kerala state council of the Confederation of Indian Industry (CII). He promoted Manappuram Finance Ltd. in 1992 and today the company has a pan-India presence with 3747 branches across 27 Indian states. Business Today, a leading business magazine, ranked him among India's Top 100 CEOs. Earlier, in December 2013, Business World had listed his name amongst India's Most Valuable CEOs. He is widely recognized as a leading wealth creator for investors in India's stock market circles.
Mr. B.N. Raveendra Babu	Joint Managing Director	Mr. B.N. Raveendra Babu, Post Graduate in Commerce with additional qualification in Management Accounting from the U.K. He occupied senior positions in Finance and Accounts in various organizations in the Middle East.
Mr. Gautam Saigal	Director	Mr. Gautam Saigal, is a qualified Chartered Accountant and a post graduate in Commerce from the Calcutta University. Mr. Gautam Saigal is founder partner of Pachira Financial Services LLP. He has over 24 years of experience in financial services covering private equity investment, investment banking and advisory services. Till mid-2013, Gautam was the Managing Director of AA Indian Development Capital Advisors Ltd., advisors to the India dedicated mid-market focused private equity fund launched by the Ashmore Group and Alchemy Partners, UK. Prior to this, he was Vice President, AIG Global Investment Group (Asia) and Co-Head of its India private equity advisory practice. Gautam has been a member of the Board of Directors and Board Committees in several companies including in Financial services, Telecom, Energy distribution, Healthcare, IT services, Consumer products, logistics, Infrastructure etc.



Brief Profile of Directors		
Name	Designation	Experience
Mr. A. Ramanathan	Independent Director	Mr. A. Ramanathan, M.B.A. He retired as a Chief General Manager from NABARD in Micro Credit innovations Department. He is expert in Institutional Development, Organizational Development, Organizational Behavior, Small Business Development, Training need assessment, Training techniques etc. He has more than 35 years of rich experience in the banking industry.
Mr. Desh Raj Dogra	Independent Director	Mr. D R Dogra, MBA (Finance), Former Managing Director & CEO of CARE Ratings. Have around 39 years of experience in the financial sector in the areas of banking and credit rating. He is expertise in product conception and development across all sectors including Manufacturing, Infrastructure, Finance and SME among others. Have maintained a high growth trajectory after taking over as acting Managing Director and made CARE the second largest rating agency. He has worked closely with the Government of India, especially the Department of Economic Affairs and Government of Maharashtra (Progressive Maharashtra events) besides other ministries. He has been awarded the prestigious IPE (Institute of Public Enterprises, Hyderabad) Corporate Excellence Award for contribution to this field in 2013. And have also received IPE BFSI Leader Award. A prolific speaker at important seminars held by the CII, ASSOCHAM and FICCI and also delivers lectures in various Management Colleges. Also showcase CARE in media discussions.
Mr. T. Balakrishnan	Independent Director	Mr. T. Balakrishnan is a Retired IAS (Indian Administration Services) and Former Managing Director of INKEL Limited. He is currently the Chairman and Managing Director of Kerala High Speed Rail Corporation Ltd. He has 10 years of Experience in General Administration, 7 years in Industrial Development, 15 years in Tourism Development and 7 years in Infrastructure Development. Mr. T. Balakrishnan was one of the Key figures responsible for making Kerala in to a world Tourism Destination His qualification is B.A(History & Economics) M.A (Political Science & International Relations). He holds directorship in many companies like Manappuram Home Finance Ltd, EICL Ltd etc.
Mr. T. M. Manoharan	Independent Director	Mr. T.M. Manoharan is a Retired IFS (Indian Forest Services) and Former Principal Chief Conservator of Forests and Head of Forest Forces, Kerala and Former Chairman o Kerala State Electricity Board Limited. He did M.Sc.,(Chemistry) M.A (Sociology) L.L.B.,
Mrs. Pushya Sitaraman	Independent Director	is a Law graduate from Madras Law College and holds a Bachelor's degree in Arts from Stella Maris College. She is a designated Senior Advocate of the Madras High Court and has been practising as an advocate for over 35 years, specializing in the field of taxation and corporate laws. She hails from a family of lawyers. Mrs. Pushya Sitaraman took her Mediation law training from Geetha Ravindra, a renowned attorney in Virginia Supreme Court, USA. She has completed basic and advanced training at ADR Group of UK. She has been actively mediating disputes with the Tamil Nadu Mediation and Conciliation Centre, referred by and affiliated to the Madras High Court for nearly ten years.
Mr. Subrata Kumar Atindra Mitra	Independent Director	n the year 1977, Mr. Subrata Kumar Atindra Mitra started his career with Bank of India and played a vital role in setting up the Merchant Banking Division of the Bank. During the period from 1978 to 1984, he worked for Standard Chartered Bank in Mumbai where he played a role of advisor for several domestic and international business houses in setting up manufacturing projects in India.



Brief Profile of Directors		
Name	Designation	Experience
Mr. Abhijit Sen	Independent Director	Mr. Abhijit Sen retired as Chief Financial Officer- Citi Bank, India Subcontinent in 2015 after serving the organization for almost 20 years. Post Retirement, he is associated with the big four firm as an External Advisor, for their activities in the Banking and Financial Services Sector. He serves on several Boards including Kalyani Forge Limited, Trent Ltd, U Gro Capital, Ujjivan Micro-Finance Limited and Cashpor Microcredit. He also chairs the Audit Committee of reputed organizations. In the past, he was on the Board of National Securities Depository Limited (NSDL). He has a B.Tech (Hons) degree from the IIT, Kharagpur and a PGDM from the IIM, Kolkata with majors in Finance & Information System.

Brief Profile of Key Managerial Personnel's		
Name	Designation	Experience
Mr. Ramachandran S	Chief Operating Officer	He is a chartered accountant with more than two decades of experience in Financial services, Microfinance operations, Education and Manufacturing sectors at various capacities. He was with BASIX microfinance for 13 years holding a key position of the organization.
Mr. Yogesh Ratnakar Udhoji	Chief Financial Officer	He is a chartered accountant rank holder (37th all over India) with more than 25 rich Experience in Corporate finance, Treasury, MIS & Accounting. He has worked with aadhar housing finance ltd, Tata Capital Ltd, 3i Infotech Ltd & Patni computers
Mr. Anand Sharma	Chief Technology officer	Mr. Anand Sharma, Chief Technology Officer, is a Post graduate in computer science and holds over two decades of experience in Information Technology department at various capacities. He has vast knowledge in Banking, Finance and Insurance domain.
Mr. Bikram Mishra	Executive Vice President - HR	He is a MBA Graduate from IIT and has overall 20 Years of Experience in Various IT, ITES & Banking Sectors
Ms. Aparna Menon	Company Secretary & Compliance Officer	Aparna Menon is a qualified Company Secretary with 6+ years of experience. She joined Asirvad in December 2020 and prior to joining us, she has worked with Manappuram Finance Limited, Prestige Mysore Retail Ventures Private Limited and Prestige Estates Projects Limited.
Mr. Vasudeva Rao	Chief Risk officer	Vasudeva Rao brings 15+ years of rich and diverse experience in insurance and Microfinance sectors. He has more than a decade of experience especially in risk management, Internal Audit, Corporate governance, strategic planning functions in the microfinance sector
Mr. Nikhilesh Kumar Jain	Head - Treasury	He is a Qualified Chartered Accountant & Company Secretary with 8 years Post qualified experience in the field of Finance & Accounts, Business planning, Treasury. He has worked with companies like PWC and Manappuram
Mr. Venkataraghavan J	Asst Vice President – Finance	He is a Qualified Chartered Accountant with Post qualified experience of more than 10 years in Banking and NBFC.
Ms. Lakshmi	Asst Vice President - Finance & Accounts	She is a Qualified Chartered Accountant more than 13 years of experience in Finance domain. She had worked in chola finance & Ernst & Young.
Mr. Venkat Subba Rao Kasinadhuni	Asst Vice President - Internal Audit	He is a Post graduate in commerce and has an overall 13 years of experience in Finance sectors



4.8 Following details regarding the auditors of the Company:

- Details of the auditor of the Company:**

Name	Address	Auditor Since	Remarks
Walker Chandiok & Co LLP Firms Registration No : 001076N/N500013	7th Floor, Prestige Polygon, 471, Annasalai, Teynampet, Chennai 600 018, India	F.Y 2020-21	-

- Details of change in auditors since last three years:**

Name	Address	Date of Appointment / Resignation	Remarks
Deloitte Haskins & Sells, Chartered Accountants	ASV N Ramana Tower, 52, Venkatnarayana Road T. Nagar, Chennai – 600 017	Completion of tenure	-
Walker Chandiok & Co LLP Firms Registration No : 001076N/N500013	7th Floor, Prestige Polygon, 471, Annasalai, Teynampet, Chennai 600 018, India	Appointment	

- Auditors Qualifications:**

Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of Disclosure Document and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark.

For the year 2014-15

Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2015-16

Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2016-17

Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2017-18

Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2018-19

Auditors' reservations or qualifications or adverse remarks: - NIL

For the year 2019-20

Auditors' reservations or qualifications or adverse remarks: - NIL



4.9 Details of borrowings of the Company, as on December 31, 2020

a. Details of Secured Loan Facilities as on December 31, 2020

Rs. In Lakhs

Legal Lender Name	Type of Facility	Amount in disbursed currency	Outstanding Amount in disbursed currency	Repayment / Terminal Dates of maturity	Term (Months)	Security
PSUs Bank						
Andhra Bank	Term Loan	5,000	2,727	19-03-2023	36	110.00%
Bank of Baroda	Term Loan	3,000	300	28-02-2021	35	110.00%
	Term Loan	10,000	3,333	27-01-2023	36	110.00%
	Term Loan	5,000	1,667	19-03-2023	36	110.00%
	Term Loan	40,000	26,000	21-04-2023	35	110.00%
Bank of India	Term Loan	3,000	273	31-01-2021	36	110.00%
	Term Loan	7,500	5,455	26-03-2023	36	111.00%
Indian Bank	Term Loan	3,000	2,250	07-02-2023	36	110.00%
Karnataka Bank	Term Loan	5,000	5,000	30-12-2022	24	110.00%
Oriental Bank of Commerce	Term Loan	5,000	2,288	06-06-2022	12	110.00%
	Term Loan	5,000	3,750	31-01-2023	36	110.00%
Small Industries Development Bank of India (SIDBI)	Term Loan	20,000	18,667	27-08-2023	36	100.00%
State Bank of India	Term Loan	5,000	3,749	19-03-2022	24	110.00%
	Term Loan	15,000	11,250	26-03-2022	24	110.00%
Syndicate Bank	Term Loan	2,500	2,045	18-03-2023	36	110.00%
	Term Loan	2,500	2,045	19-03-2023	36	110.00%
Union Bank of India	Term Loan	6,000	2,833	27-03-2023	39	110.00%
United Bank of India	Term Loan	2,000	1,400	31-12-2022	36	110.00%
Private Banks						
Axis Bank	Term Loan	3,800	1,900	29-01-2022	24	110%
	Term Loan	1,500	938	18-03-2022	24	111%
Bandhan Bank	Term Loan	10,000	6,667	28-02-2022	24	110%
	Term Loan	5,000	3,810	22-05-2022	24	100%
DCB BANK	Term Loan	2,000	91	30-04-2021	24	110%
	Term Loan	1,500	136	15-05-2021	24	105%
Equitas Small Finance Bank	Term Loan	1,900	1,504	27-09-2020	24	110%
HDFC bank	Term Loan	2,500	114	30-03-2021	24	110%
	Term Loan	7,500	2,386	21-10-2021	24	110%
ICICI Bank	Term Loan	16,900	5,633	03-12-2021	24	110%
	Term Loan	2,500	1,429	30-01-2022	24	110%
Kotak Mahindra Bank	Term Loan	4,000	833	11-06-2021	24	110%
	Term Loan	1,000	292	30-09-2021	24	110%
RBL Bank Ltd	Term Loan	2,000	250	20-05-2021	24	110%
	Term Loan	1,000	250	21-06-2021	24	105%
	Term Loan	2,500	625	31-07-2021	24	110%
	Term Loan	2,300	863	31-10-2021	24	110%
	Term Loan	2,500	938	30-12-2021	24	110%
	Term Loan	2,500	1,250	31-01-2022	24	110%
	Term Loan	4,500	3,375	30-06-2022	24	100%
The Federal Bank	Term Loan	5,000	4,375	17-12-2020	24	110%
	Term Loan	2,000	250	30-05-2021	24	110%
	Term Loan	3,000	1,625	10-02-2022	24	110%
YES Bank Ltd.	Term Loan	5,000	1,042	03-06-2021	24	110%
	Term Loan	950	238	22-07-2021	24	110%



Legal Lender Name	Type of Facility	Amount in disbursed currency	Outstanding Amount in disbursed currency	Repayment / Terminal Dates of maturity	Term (Months)	Security
NBFCs						
Bajaj Finance Ltd	Term Loan	5,000	1,125	27-09-2021	24	110%
Hero Fincorp	Term Loan	5,000	2,848	27-12-2021	24	110%
	Term Loan	2,000	1,302	11-02-2022	24	110%
HLF	Term Loan	3,000	843	27-09-2021	36	110%
Nabkisan Finance Ltd	Term Loan	1,800	1,145	18-05-2022	35	110%
Nabsamruddhi Finance Ltd	Term Loan	2,000	1,167	01-10-2022	35	110%
TATA Capital	Term Loan	2,500	679	14-06-2021	24	110%
Foreign Banks						
CTBC Bank	Term Loan	1,000	500	03-06-2021	24	110%
	Term Loan	1,000	500	29-06-2021	24	110%
	Term Loan	500	250	11-07-2021	24	110%
HSBC	Term Loan	5,000	2,917	19-03-2022	24	110%
	Term Loan	5,000	3,125	30-06-2022	24	110%
SBM Bank	Term Loan	2,000	1,083	18-03-2022	24	110%
SMBC Bank	Term Loan	5,000	1,875	28-08-2021	24	110%
Standard Chartered Bank	Term Loan	2,500	2,500	27-03-2021	12	111%
	Term Loan	5,000	5,000	30-06-2021	12	110%
Sumitomo Mitsui Banking Corporation	Term Loan	5,000	3,750	29-09-2022	24	100%
Woori Bank	Term Loan	3,500	3,063	14-06-2021	24	110%
	Term Loan	5,600	2,800	15-07-2022	36	110%
SFBs						
Equitas Small Finance Bank	Term Loan	1,500	96	31-01-2021	36	110%
Equitas Small Finance Bank	Term Loan	1,500	144	19-03-2021	36	110%
Equitas Small Finance Bank	Term Loan	2,000	254	26-03-2021	36	110%
Refinances						
NABARD	Term Loan	7,000	420	15-09-2021	60	111%
NABARD	Term Loan	5,000	400	30-12-2021	60	111%
NABARD	Term Loan	5,000	400	16-03-2022	60	111%
NABARD	Term Loan	25,000	18,750	30-06-2022	24	112%
NABARD	Term Loan	10,000	2,500	19-09-2022	60	112%
NABARD	Term Loan	11,100	4,440	23-10-2023	60	112%
NABARD	Term Loan	6,500	5,525	29-03-2024	60	112%
NABARD	Term Loan	20,000	18,000	27-06-2024	60	112%
NABARD	Term Loan	5,000	4,250	31-01-2025	60	112%
NCD						
Bandhan Bank	Debenturexs	5,000	4,167	22-03-2023	33	100%
Bank of Baroda	Debentures	10,000	10,000	19-05-2022	18	110%
Bank of India	Debentures	7,500	7,500	30-06-2022	18	110%
	Debentures	5,000	5,000	28-04-2023	35	105%
Bank of Maharashtra	Debentures	2,000	2,000	29-05-2023	36	101%
Blue Orchard	Debentures	7,000	7,000	23-03-2021	60	108%
	Debentures	3,300	3,300	19-05-2021	60	108%
	Debentures	7,000	7,000	09-03-2025	60	105%
Canara Bank	Debentures	2,500	2,500	12-06-2023	36	105%



Legal Lender Name	Type of Facility	Amount in disbursed currency	Outstanding Amount in disbursed currency	Repayment / Terminal Dates of maturity	Term (Months)	Security
Indian Bank	Debentures	2,500	2,500	24-04-2023	33	105%
Punjab National Bank	Debentures	5,000	5,000	19-05-2022	18	110%
	Debentures	5,000	5,000	26-05-2023	35	101%
ResponsAbility	Debentures	10,000	500	09-08-2023	72	110%
State Bank of India	Debentures	10,000	10,000	06-02-2022	18	125%
	Debentures	10,000	10,000	14-06-2022	18	110%
Union Bank of India	Debentures	5,000	5,000	08-03-2022	18	105%
	Debentures	3,500	3,500	26-05-2023	35	105%
ECB						
IIV Impact Investing Funds - DKM MicroFinzfond	Term Loan	4,400	4,384	27/08/2023	36	100%
IIV Impact Investing Funds - IIV	Term Loan	8,620	8,548	29/09/2023	36	100%
IIV Impact Investing Funds - IIV	Term Loan	8,625	8,625	13/10/2023	36	100%
WaterCredit Investment Fund 3, LP	Debentures	2,840	2,840	12/3/2025	60	100%
Grand Total		524,635	341,860			

b. Details of Unsecured Loan Facilities as of December 31, 2020:

Rs. In Lakhs

Legal Lender Name	Type of Facility	Amount in disbursed currency	Outstanding Amount in disbursed currency	Repayment / Terminal Dates of maturity	Term (Months)
NBFCs					
Aditya Birla Finance Ltd	Term Loan	5,000	5,000	26-07-2021	36
NCD					
Credit Suisse Securities (India) Private Limited	Debentures	1,000	1,000	24/05/2021	24
Karvy capital	Debentures	5,000	5,000	20/06/2024	60
IFMR Capital Finance Pvt. Ltd	Debentures	2,500	2,500	27/06/2022	30
Birla Sun life	Debentures	5,000	208	19/03/2021	36
Birla Sun life	Debentures	10,000	500	19/09/2021	36
Birla Sun life	Debentures	10,000	625	24/04/2022	36
Commercial Paper					
Anand Rathi Global Finance Ltd	Commercial paper	2,500	2,500	25-02-2021	12
Tier II NCD					
Royal Sundaram General Ins. Co. Ltd	Tier II	1,500	1,500	28-06-2023	39
IFMR Capital Finance Pvt. Ltd	Tier II	5,000	5,000	29-06-2022	27
Reliance Home Finance Ltd	Tier II	3,500	3,500	15-07-2022	28
Reliance Home Finance Ltd	Tier II	1,500	1,500	15-07-2022	28
Grand Total		52,500	28,833		

c. Details of Non-Convertible Debentures as of December 31, 2020

Rs. in Lakhs



Debt Series	Tenor (in mths)	Coupon	O/s Amount	Date of allotment	Date of Maturity	Credit Rating	Secured / Unsecured	Security
Responsibility	72	[.]	500	09/08/2017	09/08/2023	[.]	SECURED	110%
Credit Suisse Securities (India) Private Limited	24	[.]	1,000	24/05/2019	24/05/2021	[.]	UNSECURED	-
Karvy capital	60	[.]	5,000	30/05/2019	20/06/2024	[.]	UNSECURED	-
IFMR Capital Finance Pvt. Ltd	30	[.]	2,500	27/12/2019	27/06/2022	[.]	UNSECURED	-
Blue Orchard	60	[.]	7,000	28/03/2016	23/03/2021	[.]	SECURED	108%
Blue Orchard	60	[.]	3,300	19/05/2016	19/05/2021	[.]	SECURED	108%
Blue Orchard	60	[.]	7,000	15/12/2019	09/03/2025	[.]	SECURED	105%
WaterCredit Investment Fund 3, LP	60	[.]	2,840	27/11/2019	12/03/2025	[.]	SECURED	100%
Bank of India	35	[.]	5,000	19-May-20	28/04/2023	[.]	SECURED	105%
Bank of Maharashtra	36	[.]	2,000	24-May-20	29/05/2023	[.]	SECURED	101%
Canara Bank	36	[.]	2,500	9-Jun-20	12/06/2023	[.]	SECURED	105%
Bandhan Bank	33	[.]	4,167	22-Jun-20	22/03/2023	[.]	SECURED	100%
Union Bank of India	35	[.]	3,500	26-Jun-20	26/05/2023	[.]	SECURED	105%
Punjab National Bank	35	[.]	5,000	26-Jun-20	26/05/2023	[.]	SECURED	101%
Indian Bank	33	[.]	2,500	18-Jul-20	24/04/2023	[.]	SECURED	105%
State Bank of India	18	[.]	10,000	5-Aug-20	06/02/2022	[.]	SECURED	125%
Union Bank of India	18	[.]	5,000	31-Aug-20	08/03/2022	[.]	SECURED	105%
Birla Sun life	36	[.]	208	19/03/2018	19/03/2021	[.]	UNSECURED	-
Birla Sun life	36	[.]	500	19/09/2018	19/09/2021	[.]	UNSECURED	-
Birla Sun life	36	[.]	625	19/09/2018	24/04/2022	[.]	UNSECURED	-
Royal Sundaram General Ins. Co. Ltd	78	[.]	1,500	28/12/2016	28/06/2023	[.]	UNSECURED	-
IFMR Capital Finance Pvt. Ltd	66	[.]	5,000	29/12/2016	29/06/2022	[.]	UNSECURED	-
Reliance Home Finance Ltd	64	[.]	3,500	15/03/2017	15/07/2022	[.]	UNSECURED	-
Reliance Home Finance Ltd	64	[.]	1,500	15/03/2017	15/07/2022	[.]	UNSECURED	-
Bank of Baroda	18		10,000	19-11-2020	19-05-2022	[.]	SECURED	110%
Punjab National Bank	18		5,000	19-11-2020	19-05-2022	[.]	SECURED	110%



Debt Series	Tenor (in mths)	Coupon	O/s Amount	Date of allotment	Date of Maturity	Credit Rating	Secured / Unsecured	Security
State Bank of India	18		10,000	14-12-2020	14-06-2022	[.]	SECURED	110%
Bank of India	18		7,500	30-12-2020	30-06-2022	[.]	SECURED	110%
			1,14,140					

d. **List of Top 10 Debenture Holders (as on December 31, 2020)**

Rs in Lakhs

Sl.	Name of Debenture Holders	Amount
1	State Bank of India	20,000.00
2	Blue Orchard	17,300.00
3	Bank of India	12,500.00
4	Punjab National Bank	10000.00
5	Bank of Baroda	10000.00
6	Union Bank of India	8,500.00
7	IFMR Capital Finance Pvt Ltd	7,500.00
8	Karvy Capital	5,000.00
9	Bandhan Bank	4,167.00
10	Indian Bank	2,500.00

Note: Top 10 holders' (in value terms, on cumulative basis for all outstanding debentures issues) details should be provided

e. **The amount of corporate guarantee issued by the Issuer along with name of the counterparty (like name of the subsidiary, JV entity, group, company, etc) on behalf of whom it has been issued (if any)).**

Sl.	Name of Party	Corporate Guarantee Amount
	Nil	

f. **Details of Commercial Paper:**

The total Face Value of Commercial Papers Outstanding as on the latest quarter end to be provided and its breakup in the following table:

Legal Lender Name	Type of Facility	Amount in disbursed currency	Outstanding Amount in disbursed currency	Repayment / Terminal Dates of maturity	Term (Months)
Anand Rathi Global Finance Ltd	CP	2266.545	2500	24-Feb-2021	365 days

g. **Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on December 31, 2020:**

Party Name (In case of Facility)/Instrument Name	Type of Facility/Instrument	Amount Sanctioned/Issued (in crores)	Principal Amount Outstanding	Repayment Date/Schedule	Credit Rating	Secured/Unsecured	Security

Nil

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 Company, 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

- j. **Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –**

- a) statutory dues: There is no material litigation which will impact the business of the Company. NIL
- b) debentures and interest thereon; NIL
- c) deposits and interest thereon; NIL
- d) loan from any bank or financial institution and interest thereon. NIL

4.10 Disclosures With Regard To Litigation

- A. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the Disclosure Document and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed

NIL

- B. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding the year of circulation of Disclosure Document in the case of company and all of its subsidiaries. Also if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the Disclosure Document and if so, section-wise details thereof for the company and all of its subsidiaries.

NIL

- C. Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company.

Nil.

4.11 Details of Promoters of the Company:

- a. **Details of Promoter Group Holding in Company as on latest quarter end, i.e. ,December 31, 2020:**

Sl.	Name of Shareholders	Total No. of Equity shares	No. of shares held 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	Manappuram Finance Ltd.	5,05,33,878	5,05,33,878	94.79%	Nil	Nil
2	S V Raja Vaidyanathan	24,51,977	24,51,977	4.59%	Nil	Nil
	Total	5,29,85,855	5,29,85,855	99.38%	Nil	Nil

4.12 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: Financial information submitted must be in line with the timelines specified in the Simplified Listing Agreement, issued vide Circular no. SEBI/IMD/BOND/1/2009/11/05, dated May 11, 2009] (as may be amended, modified or restated from time to time)



Please refer Annexure IV

4.13 Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated and Standalone Financial Information and auditors' qualifications, if any.

[Note: Financial information submitted must be in line with the timelines specified in the Simplified Listing Agreement, issued vide Circular no. SEBI/IMD/BOND/1/2009/11/05, dated May 11, 2009 (as may be amended, modified or restated from time to time)].

Please refer Annexure IV

4.14 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.

The Issuer hereby declares that there has been no material event, development or change at the time of issue from the position as on the date of the last audited financial statements of the Issuer, which may affect the Issue or the Investor's decision to invest/ continue to invest in the debt securities of the Issuer.

4.15 Names of the Debentures Trustees and Consents thereof

The Debenture Trustee of the proposed Debentures is **IDBI Trusteeship Services Private Limited**. The Debenture Trustee 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 Disclosure Document 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 Disclosure Document.

4.16 Rating

The Rating Agency has assigned ratings of **"CRSIL AA-/ Stable"** (pronounced as **CRISIL Double A Minus**) by CRISIL Limited to the Debentures. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. The rating letter and rationale from the Rating Agency is provided in **Annexure I** of this Disclosure Document

The Issuer /Investor reserves the right to obtain an additional credit rating at any time during the tenure of the Debentures from any SEBI registered Credit Rating Agency for full or part of the issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the Issue.

Also the Issuer reserves the right to substitute the prevailing Credit Rating to the Issue, with a credit Rating which shall be at least equivalent to the prevailing credit rating to the issue, by an alternative SEBI registered Credit Rating Agency, for full or part of the issue size, subject to the prevailing relevant regulation/rules, etc.

- a. **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.**

Not Applicable

4.17 Names of all the recognized stock exchanges where the debt securities are proposed to be listed:

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis once listed.

The Company shall forward the listing application to the designated exchange within 4 working days from the date of closure of issue.

In case of delay in listing of debentures beyond the aforesaid timeline, the company will pay penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing).



Further, be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from Stock Exchanges.

4.18 Other details:

a. Debenture Redemption Reserve Creation:

As per Section 71 of the 2013 Act, any company that intends to issue debentures must create a debenture redemption reserve to which adequate amounts shall be credited out of the profits of the company until the redemption of the debentures. However, at present, under the Companies (Issuance of Share Capital and Debentures) Rules, 2014, non-banking financial companies are exempt from this requirement in respect of privately placed debentures. Pursuant to this exemption, the Company does not intend to create any reserve funds for the redemption of the Debentures.

b. Issue / instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the notified rules thereunder, the SEBI Debt Listing Regulations, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations) and the applicable RBI guidelines.

c. Application process:

The application process for the Issue is as provided in SECTION 6: of this Disclosure Document.

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

The following contracts, not being contracts entered into in the ordinary course of business carried on by the Company or entered into more than 2 (Two) years before the date of this Disclosure Document, which are or may be deemed material, have been entered into by the Company.

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

Sl.	Nature of Contract
1	Certified true copy of the Memorandum of Association & Articles of Association of the Issuer.
2	Resolution of the Borrowing & Securities Allotment Committee of the Board dated January 18 th 2021 authorizing the issue of Debentures offered under terms of this Disclosure Document.
3	Shareholder Resolution dated August 25 th , 2020 authorizing the issue of non-convertible debentures by the Company.
4	Copies of Annual Reports of the Company for the last three financial years.
5	Credit rating letter from the Rating Agency
6	Letter from IDBI Trusteeship Services Private Limited giving its consent to act as Debenture Trustee
7	Letter for Register and Transfer Agent.
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.
10	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.

4.20 Details of Debt Securities Sought to be Issued

Under the purview of the current document, the Issuer intends to raise 7500 Unsecured, Senior, Rated, Listed, Redeemable, Non-convertible Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) each, aggregating upto Rs. 25,00,00,000/- (Rupees Twenty-Five Crores only) Plus Green Shoe Option of Rs. 50,00,00,000/- (Rupees Fifty Crores on a private placement basis.

Please refer to **Clause 4.26** of this Disclosure Document for further details on the Issue.

4.21 Issue Size



The aggregate issue size for the Debentures is Rs. 25,00,00,000/- (Rupees Twenty-Five Crores only) Plus Green Shoe Option of Rs. 50,00,00,000/- (Rupees Fifty Crores).

4.22 Price at which the security is being offered

Each Debenture has face value of Rs. 1.00 Lakh each.

4.23 Name and address of the valuer who performed valuation of the security offered

The security being in the nature of debentures and being issued at par, are not required to be valued by a valuer.

4.24 Underwriting

The present Issue of Debentures is on private placement basis and has not been underwritten.

4.25 Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects

This being an Issue of NCDs, promoters or director's contribution is not required.

4.26 Authority for the Placement

This private placement of Debentures is being made pursuant to the resolution of the Borrowing & Securities Allotment Committee of the Board passed at its meeting held on January 18th, 2021. The present issue of Rs. 75.00 Crores is within the general borrowing limits in terms of the resolution passed under Section 180(1)(c) of the Companies Act, 2013, at the Annual General Meeting of the shareholders of the Company held on 25th August 2020 giving their consent to the borrowing by the Directors of the Company from time to time not exceeding Rs. 7500 Crores subject to any restrictions imposed by the terms of the agreement entered into from time to time for grant of loans to the Company of all monies deemed by them to be requisite or proper for the purpose of carrying on the business of the Company. The borrowings under these Debentures will be within the prescribed limits as aforesaid.

4.27 Minimum Subscription

As the current Issue of NCDs is being made on private placement basis, the requirement of minimum subscription as described in the SEBI Guidelines shall not be applicable and therefore the Company shall not be liable to refund the Issue subscription(s)/proceed(s) in the event of the total Issue collection falling short of Issue size or certain percentage of Issue size.

4.28 Right to Re-purchase and Re-issue the Debenture

The Company, subject to the prevailing guidelines, rules/regulations of Reserve Bank of India, the Securities and Exchange Board of India and other Authorities, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary markets or otherwise, on prior mutual consent(s) from the debenture holder(s), at any time prior to the date of maturity.

In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Company shall have, and shall be deemed to have had, the power to reissue the Debenture either by reissuing the same Debentures or by issuing other Debenture in their place.

Further the Company, in respect of such repurchased/redeemed Debenture shall have the power exercisable either for a part or all of those Debenture, to cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by law.

4.29 Status of Debentures

The Debentures shall rank pari passu inter se and without any preference or priority among themselves. Subject to any obligations preferred by mandatory provisions of the law prevailing from time to time, the Debentures shall also, as regards the



principal amount of the Debentures, interest and all other monies secured in respect of the Debentures, rank pari passu with all other present and future holders of debentures issued by the Company in the same category.

4.30 Disclosure Clause

In the event of default in the repayment of the principal and/or interest on the NCDs on the due dates, the Debenture Trustee and /or the Stock Exchanges and/or the Reserve Bank of India and/or SEBI will have an unqualified right to disclose or publish the name of the borrower and its directors as defaulter in such manner and through such medium as the Investors and/or the Reserve Bank of India in their absolute discretion may think fit. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debenture Trust Deed/Trustee Agreement

4.31 Modification of Rights

The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those holders of the Debentures who hold at least three fourth of the outstanding amount of the Debentures or with the sanction accorded pursuant to a resolution passed at a meeting of the Debenture holders, provided that nothing in such consent or resolution shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions of the Debentures, if the same are not acceptable to the Company.

4.32 Force Majeure Event

In case of happening of any force majeure event not limited to earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, economic crisis, political crises, changes in governmental regulation, hostilities, riots, or a similar occurrence the Debentureholder shall have right but not an obligation to accelerate the NCDs.

4.33 Conflict

In case of any repugnancy, inconsistency or where there is a conflict between the conditions/covenants as are stipulated in this document and any transaction document/s to be executed by the Company, the provisions mentioned in the Debenture Trust Deed shall prevail and override the provisions mentioned elsewhere.

4.34 Interpretation

The terms and conditions mentioned in this Disclosure Document are to be read and understood in conjunction with the terms contained in the other transaction documents to be executed by the Company of this Issue. PROVIDED FURTHER THAT, in the event of any conflict between this Disclosure Document, and/or the Debenture Trust Deed, the terms of the Debenture Trust Deed shall prevail.

4.35 Undertaking by the Issuer

the assets on which the charge is or will be created to secure the Debentures are free from any encumbrances and if they are already charged such charge shall be released and the permission or the consent to create a charge on such assets of the Issuer shall be obtained from the existing charge holder or the creditor or Debenture Trustee as required before creation of charge to secured Debentures:

Since the NCDs are unsecured in nature, the undertaking is not applicable.

4.36 Issue Details along with the Cash Flows

Term Sheet



Asirvad Micro Finance Limited

A public limited company incorporated under the Companies Act, 1956

Date of Incorporation: August 29, 2007; **CIN:** U65923TN2007PLC064550

Registered Office: 47, Whites Road, 1st Floor, Deshbandhu Plaza, Royapettah, Chennai - 600014

This Term Sheet is issued in terms of and pursuant to the Disclosure Document dated February 02, 2021. All the terms, conditions and information as stipulated in the Disclosure Document are incorporated herein by reference as if the same were set out herein.



Investors are advised to refer to the same. This Term Sheet to the Disclosure Document must be read in conjunction with the Disclosure Document.

All capitalised terms used but not defined herein shall have the meaning assigned to such term in the Disclosure Document.

This Term Sheet is dated February 02, 2021

Security Name	11.10% AMFL 2023
Issuer	Asirvad Micro Finance Limited (Issuer/ Company/ AML)
Type of Instrument	Senior, Unsecured, Rated Listed Redeemable Non-Convertible Debentures (NCDs/Debentures)
Nature of the Instrument	Unsecured
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	The following categories of investors, when specifically approached, 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"): i. Mutual Funds ii. NBFCs iii. Provident Funds and Pension Funds iv. Trust inclusive of public charitable trust subject to their investment guidelines v. Corporates vi. Banks vii. Insurance Companies viii. Individual All Eligible Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of 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
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	The Debentures shall be listed on the WDM segment of BSE within 4 (Four) trading days from the Issue Closure Date. In case of delay in listing of the debt securities beyond 4 (Four) trading days from the Issue Closure Date, the Company will pay penal interest of at least 1% p.a. (One percent per annum) over the Coupon Rate from the Deemed Date of Allotment till the listing of such Debentures.
Rating of Instrument	CRISIL AA- / Stable (Pronounced as CRISIL Double A Minus with Stable Outlook) by CRISIL Limited <i>The Issuer/Investor(s) reserves the right to obtain an additional credit rating from any SEBI registered credit rating agency for full or part of the issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the issue.</i>
Objects & Details of the utilization of the Proceeds	The Issue proceeds will be used to meet funding requirements of the Company for on-lending purposes and for regular business purpose. The Issuer hereby agrees, confirms and undertakes that the proceeds shall not be utilized for:



	• Real estate business, capital market investments and purchase of land; • Extending loans or making any inter-corporate deposits to/in subsidiary/associate company(ies); • Any speculative/other purposes specifically restricted by RBI and other regulatory/bodies and updated from time to time; • Bill discounting; • Repayment of any loans from directors/ promoters <i>*In this context, the expression, "Real Estate Business" shall have the same meaning as assigned to it in the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, as amended from time to time.</i>
Debenture Trustee	IDBI Trusteeship Services Limited
Registrar & Transfer Agent	S.K.D.C. Consultants Limited
Series	Series 1 to 7,500
Issue Size	Up to Rs. 75,00,00,000/- (Rupees Seventy-Five Crores). (i.e. Rs. 25,00,00,000/- (Rupees Twenty-Five Crores only) Plus Green Shoe Option of Rs. 50,00,00,000/- (Rupees Fifty Crores)
Coupon Type	Fixed
Coupon Rate	11.10% p.a. (Eleven Decimal One Zero percent per annum), subject to modification in terms of the row titled 'Step Up/Step Down Coupon Rate'
Coupon Payment Frequency	Monthly and on redemption of the Debentures
Coupon Payment dates	The Coupon shall be payable on a monthly basis from the Deemed Date of Allotment and on the Redemption Date (subject to the Business Day convention set out in the row titled 'Business Day Convention'). The Coupon Payment Dates are specifically set out in Annexure I hereto.
Coupon Reset Process	As set out in the row titled 'Step Up/Step Down Coupon Rate'
Step Up/Step Down Coupon Rate	Upon the rating of the Company being downgraded by the any credit rating agency or upon the assignment of a new accepted rating by a credit rating agency accredited by the Securities and Exchange Board of India which is lower than the external credit rating of the Debentures as on the relevant Deemed Date of Allotment, the Coupon Rate with effect from the date of such rating downgrade or assignment of such new rating, shall be increased by 25 (Twenty Five) basis points for every notch downgrade from its existing credit rating.
Day count basis	Actual / Actual
Interest on application money	At the Coupon Rate (subject to deduction of tax at source, as applicable) from the date on which the holders of the Debentures (" Debenture Holder(s) ") have made payment of the application monies in respect of the Debentures up to 1 (One) day prior to the Deemed Date of Allotment and the same shall be paid to the relevant Investors within 7 (Seven) calendar days from the Deemed Date of Allotment. Where the Pay-In Date and the Deemed Date of Allotment are the same, no Interest on Application Money shall be payable by the Debenture Holder(s).
Default interest rate	All monies due in respect of the Debentures shall, in case the same be not paid on the respective Due Dates, carry further interest at the rate of 2% (Two Percent) per annum, computed from the relevant Due Date upto the date on which such monies are paid or realised by the Debenture Holder(s) (" Default Interest "). It is clarified that any Default Interest which becomes payable in terms hereof shall be payable over and above the applicable Coupon Rate.
Tenor	24 (Twenty-Four) months from the Deemed Date of Allotment
Final Redemption Date	February 05, 2023
Principal Repayment Dates	Principal repayment by way of amortizing over quarterly redemptions starting from the 3 rd (Third) month from Deemed Date of Allotment and quarterly thereafter till the Final Redemption Date. The principal repayment dates (subject to the Business Day convention set out in the row titled 'Business Day Convention' below), shall be as stated in the Annexure I hereto.



Redemption Amount	The amount to be paid by the Company to the Debenture Holder(s) at the time of the redemption of the Debentures and shall include, without limitation, the outstanding Principal Amount(s), Coupon, Default Interest, (if any) and any other amounts, if any, in respect of the Debentures, payable on each of the Due Date(s).
Redemption Premium/ Discount	NA
Issue price	Rs. 1,00,000 (Rupees One Lakh) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	NA
Put Option	NA
Put Date	NA
Put Price	NA
Put Option Notice	NA
Call Option	NA
Call Date	NA
Call Price	NA
Call Option Notice	NA
Put Notification Time	NA
Call Notification Time	NA
Face Value	Rs. 1,00,000 (Rupees One Lakh) per Debenture
Minimum application and multiples of Debt securities thereafter	The minimum application size for the issue shall be 100 (Hundred) Debentures and in multiples of 10 (Ten) Debenture thereafter.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depositories	NSDL and CDSL
Business Day	Any day of the week (excluding Saturdays, Sundays and any other day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881)) on which the money market is functioning in Mumbai.
Business Day Convention	If any Due Date (other than the Redemption Date) falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately succeeding Business Day. If the Redemption Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with Coupon accrued on the Debentures.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.
Description regarding Security (where applicable) including type of security (movable /immovable /tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely	The NCDs to be issued are Unsecured in nature.



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 Disclosure Document	
Transaction Documents	i. Debenture trustee agreement to be executed in respect of the Debentures; ii. Debenture trust deed to be executed in respect of the Debentures which shall also include such other representations and covenants as may be mutually agreed upon between the Company and the Debenture Trustee ("Debenture Trust Deed"); iii. Disclosure Document and Term Sheet; iv. PAS-4; v. Such other documents as agreed between the Issuer and the Debenture Trustee.
Conditions Precedent to Disbursement	1. Execution of the Debenture Trustee Agreement prior to the Deemed Date of Allotment; 2. Execution of the Debenture Trust Deed prior to the Deemed Date of Allotment 3. Receipt of credit rating letter and rationale from the Rating Agency prior to the Deemed Date of Allotment; 4. Receipt of the Debenture Trustee Consent Letter prior to the Deemed Date of Allotment; 5. Receipt of the BSE in-principal approval letter prior to the Deemed Date of Allotment; 6. A certified copy of the resolution of the Company's board of directors authorizing the issuance of the Debentures to be provided prior to the Deemed Date of Allotment; 7. A certified copy of the resolution of the shareholders of the Company under Sections 180(1)(a) and 180(1)(c) of the Act to be provided prior to the Deemed Date of Allotment; 8. A certified copy of the resolution of the shareholders of the Company under Section 42 of the Act to be provided prior to the Deemed Date of Allotment; 9. A certificate issued by the statutory auditor of the Company/ independent chartered accountant, prior to the Deemed Date of Allotment confirming that issuance of the Debentures would not cause any borrowing, or similar limit binding on the Company to be exceeded;
Conditions Subsequent to Disbursement	The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment: 1. The Company shall ensure that the Debentures are credited into the beneficial owner account(s) of the Debenture within 2 (Two) Business Days from the relevant Deemed Date of Allotment; 2. The Company will ensure listing of Debentures on the BSE within 4 (Four) trading days from the Issue Closure Date; 3. The Company shall file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the relevant registrar of companies and SEBI within 15 (Fifteen) days from the Deemed Date of Allotment; 4. The Company shall provide the details on utilisation of funds raised through the issue of Debentures duly certified by the Company's chartered accountants/ statutory auditors to the Debenture Trustee within 60 (Sixty) days from the Deemed Date of Allotment; 5. Execution of any other documents as the Debenture Trustee may require.
Representation and Warranties	The Company declares, represents and warrants to the Debenture Trustee and the Debenture Holders, as follows which representations and warranties shall be made as on the date of this Term Sheet and shall be deemed to repeated on each date until the Final Settlement Date: (a) Authority and Capacity (i) The Company has been duly incorporated, organised and is validly existing, under Applicable Law;



	(ii) The Company is a non-banking financial company registered with the RBI and such registration is valid and subsisting; (iii) The Company has the corporate power, authority and all permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its assets and to carry on its business in substantially the same manner as it is currently conducted; (iv) The Company is in compliance with Applicable Law for the performance of its obligations with respect to this issuance of the Debentures; and (v) All consents, and actions of, filings with and notices to any governmental authority as may be required to be obtained by the Company in connection with the issuance of the Debentures has been obtained and is in full force and effect. (b) Corporate Matters (i) All the legal and procedural requirements specified in the constitutional documents or required under Applicable Law have been duly complied with in all respects in relation to the issuance of the Debentures. (ii) The registers, and minute books (including, without limitation, the minutes of board and shareholders meeting) required to be maintained by the Company under Applicable Law: A. are up-to-date and have been maintained in accordance with Applicable Law; B. comprise complete and accurate records of all information required to be recorded in such books and records; and C. no notice or allegation that any of them are incorrect and/or should be rectified has been received. (c) Binding Obligations The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations. (d) Non-conflict with other obligations The entry into and performance by the Company of, the transactions contemplated by the Transaction Documents do not and will not conflict with: A. any Applicable Law to which the Company is subject including, without limitation, any laws and regulations regarding anti-money laundering/ terrorism financing and similar financial sanctions; B. its constitutional documents; C. any agreement or instrument binding upon it or any of its assets, including but not limited to any terms and conditions of the Financial Indebtedness availed of by the Company. (e) Power and authority It has the power to issue the Debentures and 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. (f) Validity and admissibility in evidence All approvals, authorisations, consents, permits (third party, statutory or otherwise) required or desirable:
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- 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.

(g) **Accounts and Records**

The books of accounts of the Company have been fairly and properly maintained, the accounts of the Company have been prepared in accordance with Applicable Law and in accordance with the generally accepted accounting principles, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Company and its subsidiaries. The Company has a proper, efficient and effective book-keeping and accounting system in place as well as adequate professional staff, including maintaining of accounts showing the loan drawings, payments, interest etc.

(h) **Taxation Matters**

- (i) The Company has complied with all the requirements as specified under the respective tax laws as applicable to it in relation to returns, computations, notices and information which are or are required to be made or given by the Company to any tax authority for taxation and for any other tax or duty purposes, have been made and are correct.
- (ii) The Company has not received any notice of any tax disputes or other liabilities of taxes in respect of which a claim has been made or notice has been issued against the Company.

(i) **Legal / Litigation Matters**

- (i) There are no claims, investigations or proceedings before any Governmental Authority in progress or pending against or relating to the Company which would have a Material Adverse Effect.
- (ii) There are no unfulfilled or unsatisfied judgments or court orders in respect of the Company.
- (iii) The Company has not taken any action nor has any order been passed for its insolvency, winding-up, dissolution or re-organisation or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, resolution professional, trustee or other similar officer for it or in respect of its assets.

(j) **Assets**

Except for the encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN U65923TN2007PLC064550 on the website <http://www.mca.gov.in/MCA21/index.html> under the heading Index of Charges), the Company has, free from any 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.

(k) **Compliance with law**



	The Company is in compliance in all respects with all Applicable Law including, without limitation, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, for the performance of the Company of its obligations with respect to this Issue and to carry on their business.
	(l) Pari Passu Ranking The Company's payment obligations under the Transaction Documents rank at least <i>pari passu</i> with the claims of all of its other senior and unsecured creditors, except for obligations mandatorily preferred by law applying to companies generally.
	(m) No Default No Event of Default has occurred and is continuing or would be expected to result from the execution or performance of any Transaction Documents or the issuance of the Debentures. 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 Company or any of its assets or which might have a Material Adverse Effect.
	(n) Material Adverse Effect There is no Material Adverse Effect existing and that there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.
	(o) No Immunity Neither the Company, nor any of its assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. This issuance of Debentures (and the documents to be executed in relation thereto) constitutes, and the exercise of its rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.
	(p) Information All information provided by the Company is true and accurate in all respects as on the date it was provided or as on the date at which it was stated and is not misleading whether by reason of omission to state a fact or otherwise.
	(q) Illegality It is not illegal or unlawful for the Company to perform any of its obligations under the Transaction Documents.
	For the purposes of this Term Sheet: "Material Adverse Effect" shall mean, with respect to any entity, the effect or consequence of an event, circumstance, occurrence or condition including change in credit rating/ outlook/ opinion, change in senior management team, change in board of directors' member which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on: (i) the financial condition, business or operation of the entity which in the opinion of the Debenture Holder is prejudicial to the ability of the entity to perform its obligations under the Transaction Documents; (ii) on the rights or remedies of the Debenture



	Holders hereunder or under any other Transaction Documents; (iii) the ability of the entity to perform its obligations under the Transaction Documents; or (iv) the legality, validity or enforceability of any of the Transaction Documents; “Final Settlement Date” shall mean the date on which the Payments have been irrevocably discharged in full and all the Debentures have been redeemed by the Company in full in accordance with the terms of the Transaction Documents and the Debenture Holders have provided a written confirmation of the same to the Company (with a copy marked to the Debenture Trustee).
Affirmative Covenants	The Company hereby covenants with the Debenture Trustee that the Company shall at all times till the Final Settlement Date: (a) Purpose The Company shall utilise the monies received upon subscription of the Debentures solely towards the purpose and in accordance with Applicable Law as set out in the row titled ‘<i>Objects & Details of Utilization of Proceeds</i>’. (b) Validity of Transaction Documents Ensure that the Transaction Documents shall be validly executed and delivered and will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Company. (c) Further documents and acts Execute all such deeds, documents, instruments and assurances and do all such acts and things as the Debenture Trustee may require for exercising the rights under the Transaction Documents (d) Make the Relevant filings with the Registrar of Companies/SEBI Pursuant to the Act and the relevant rules thereunder, the Company undertakes to make the necessary filings of the documents mandated therein. (e) Compliance with laws The Company shall comply with: A. all Applicable Law (including, without limitation, the Act) as applicable in respect to the issuance of the Debentures, and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (i) the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as may be in force from time to time during the currency of the Debentures; (ii) the provisions of the listing agreement entered into by the Company with the stock exchange in relation to the Debentures including the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations), and (iii) the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the other rules under the Act; and B. comply with all the provisions as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, the Act, corporate governance and fair practices code prescribed by the RBI and/or any other notification, circular, press release issued by the SEBI/RBI, from time to time.



	(f) The Company shall maintain adequate internal controls for the purpose of preventing fraud on or in relation to the amounts lent by the Company. The Company shall ensure that no amounts lent by the Company are being used for money laundering or illegal purposes. (g) The Company shall keep proper books of account as required by the Act and make true and proper entries therein of all dealings and transactions of and in relation to the Debentures, the Hypothecated Assets and the business of the Company and the Company will ensure that the same shall at times be open for inspection by the Debenture Trustee and such person or persons, as the Debenture Trustee shall, from time to time, in writing for that purpose appoint. (h) The Company shall permit the Debenture Trustee and such person, as the Debenture Trustee shall from time to time for that purpose appoint, to enter into or upon and to view and inspect the books of records, documents and accounts maintained by the Company, \ as and when required by the Debenture Trustee. (i) The Company shall promptly pay and discharge all taxes, cesses, insurance premium, which may become due and payable. (j) The Company shall comply with any directions/ guidelines issued by any governmental authority, in relation to the issuances of the Debentures. (k) The Company shall submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested) within 120 (One Hundred and Twenty) days from the close of each Financial Year: (i) its duly audited annual financial statements; (ii) a certificate from a director of the Company/ the chief financial officer of the Company confirming that no Event of Default or potential Event of Default has occurred or is subsisting; (iii) all information/ documents required to be submitted by the Company to the RBI on an annual basis in respect of such Financial Year. (l) The Company shall submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested), within 45 (Forty-Five) calendar days from the close of each quarter in a Financial Year: (i) its quarterly financials along with the relevant schedules thereto; (ii) information on financials, operations, portfolio growth and asset quality (collection efficiency and portfolio at risk data), funding data, in a format acceptable to the Debenture Holders; (iii) the list of the directors on the board of directors of the Company; (iv) the shareholding pattern of the Company; (v) a certificate signed by a director of the Company or the chief financial officer of the Company confirming the compliance of the Company with the Financial Covenants; (vi) the debt profile of the Company (including, without limitation, the non-convertible debentures issued by the Company) with detailed terms of borrowings availed by the Company; (vii) Asset liability management ("ALM") statement of the Company for such quarter; (viii) Liquidity position of the Company at the end of such quarter, in a format acceptable to the Debenture Holders; (ix) Certified copy of the filings/ returns filed by the Company with the RBI for and during such quarter; (x) Static pool data.
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	(m) The Company shall submit to the Debenture Trustee and to the Debenture Holder(s), a certificate from the authorised signatory of the Company (duly authorised by the board of directors of the Company) certifying the debt profile of the Company (including, without limitation, the guarantee obligations of the Company) in a format acceptable to the Debenture Trustee: (a) for the half-year period ended March 31st of a Financial Year by April 15th of the immediately succeeding Financial Year; and (b) for the half-year period ended September 30th of a Financial Year by October 15th of such Financial Year, until the Final Settlement Date. (n) Notification to the Debenture Trustee The Company shall provide information to the Debenture Trustee in respect of the following promptly on the occurrence of such event: A. notify the Debenture Trustee in writing, of any notice of an application or petition for insolvency and/ or winding up having been made or receipt of any statutory notice of insolvency and/ or winding up under the provisions of the Act or any other notice under any other Applicable Law or otherwise of any suit or legal process intended to be filed affecting the title to the property of the Company; B. notify the Debenture Trustee in writing, if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties under any of the Transaction Documents to become untrue or inaccurate or misleading in any respect; C. provide to the Debenture Trustee such further information regarding the financial condition, business and operations of the Company as the Debenture Trustee may request; D. notify the Debenture Trustee promptly of any revision in the rating or assignment of a fresh rating provided by the Rating Agency to the Debentures; E. The Company agrees that it shall forward to the Debenture Trustee promptly: a) a copy of the statutory auditors' and directors' annual report, balance sheet and profit and loss account and of all periodical and special reports at the same time as they are issued; b) a copy of all notices, resolutions and circulars relating to new issue of debt securities at the same time as they are sent to shareholders/ holders of debt securities; and c) a copy of all the notices, call letters, circulars, etc. of the meetings of debt security holders at the same time as they are sent to the holders of debt securities or advertised in the media. (o) The Company shall submit to the Debenture Trustee a certificate from the Company's statutory auditor, in the case of debentures issued for financing working capital, at the end of each Financial Year. (p) The Company shall inform the Debenture Trustee about any change in nature and conduct of business by the Company prior to effecting any such change. (q) Preserve Corporate Status The Company shall diligently preserve its corporate existence and status and obtain, comply with and maintain all its licenses and/ or authorisations required including, without limitation, the license to conduct business as a non-banking financial company and any other rights, licenses and franchises necessary for its obligations under the Debentures and the Transaction Documents and continue to be a validly
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	existing organization in good standing and at all times act and proceed in relation to its affairs and business in compliance with Applicable Law.
	(r) The Company shall provide written intimation to the Debenture Trustee and the Debenture Holders prior to entering into any transaction of merger, acquisition, restructuring, amalgamation, de-merger scheme of arrangement or compromise with its creditors or shareholders (including, without limitation, any such transaction proposed to be entered into subsequent to the receipt of banking license from the RBI or receipt of approval from the RBI to acquire an existing bank).
	(s) The Company shall forthwith intimate the Debenture Trustee and the Debenture Holders, in writing, upon receipt by the Company of a banking license from RBI and/ or the approval from RBI for acquisition of an existing bank and shall provide a certified copy of such approval/ license and such other documents as the Debenture Trustee and the Debenture Holders may require in this regard.
	(t) The Company shall forthwith provide a written intimation to the Debenture Trustee of any event which constitutes an Event of Default or which may with the expiry of time be classified as an Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same.
	(u) The Company shall keep the Debenture Trustee informed of all the orders, directions or notices of any court or tribunal affecting or likely to affect the assets (or any part thereof) of the Company.
	(v) The Company shall forthwith provide to the Debenture Trustee the details of any litigation, arbitration or administrative proceedings filed or initiated against the Company.
	(w) Event Based Reporting
	1. The Company shall provide to the Debenture Trustee and to the Debenture Holder(s), information in respect of the following events forthwith and in any event not later than 15 (Fifteen) calendar days from the occurrence of such event: (i) Any changes effected in shareholding structure of the Company; (ii) Any change in the composition of the board of directors of the Company; (iii) Any change in the senior management officials of the Company (including, without limitation, the CXO or any official holding an equivalent position); (iv) Any amendment to the constitutional documents of the Company; (v) Any Material Adverse Effect; (vi) Any dispute, litigation, investigation or other proceeding against the Company and/ or any notice in this regard received by the Company; (vii) Resignation of the statutory auditor of the Company along with its resignation letter; (viii) Any prepayment of Financial Indebtedness by the Issuer or any notice received for prepayment of any Financial Indebtedness of the Company that would lead to a negative mismatch on cumulative basis in any of the buckets till one year of the ALM of the Company;
	2. The Company shall provide to the Debenture Trustee and to the Debenture Holder(s), information in respect of the following events forthwith and in any event not later than 1 (One) calendar days from the occurrence of such event: (i) Any events of default, breach of warranties or covenants set out in transaction documents of any Financial Indebtedness of the Company; (ii) any legal proceeding/ notice instituted against/ received by the Company; (iii) default in any Financial Indebtedness/ obligations to any creditors.



- (iv) Any application or petition filed for the dissolution or re-organisation of the Company;
- (v) Occurrence of any Event of Default or potential Event of Default
- (vi) Occurrence of other events such breach of warranties or covenants set out in Transaction Documents of any indebtedness of the Company, any legal proceeding / notice instituted against / received by the Company, default in any indebtedness / obligations to any creditors, any Material Adverse Change and such other material events as set out in the Transaction Documents.

(x) **Furnishing of Information to the Debenture Trustee**

The Company shall provide to the Debenture Trustee and to the Debenture Holder(s), information in respect of the following events within a maximum of 15 (Fifteen) calendar days from the occurrence of such event:

- (i) Submit to the Debenture Holders (in a format which shall be provided by the Debenture Holders/ Debenture Trustee, from time to time) such other information relevant to the Issue that the Debenture Holder may request on a monthly, quarterly and annual basis or pursuant to an annual diligence by the Debenture Holder.
- (ii) Such information as the Debenture Holders may require as to all matters relating to the business, property and affairs of the Company that materially impacts the interests of the Debenture Holders and provide access to relevant books of accounts, documents and records in relation to this Issue and to enter into or upon and to view and inspect the state and condition of all the Hypothecated Assets, together with all records, registers of the Company including the registers relating to the Hypothecated Assets as required by the Debenture Trustee and to take copies and extracts thereof.
- (iii) Furnish quarterly report to the Debenture Trustee containing the following particulars:
 - A. Updated list of the names and addresses of the Debenture Holder(s).
 - B. Details of the Coupon and principal payments to be made, but unpaid and reasons for the non-payment thereof;
 - C. The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company, and those grievances not yet solved to the satisfaction of the Debenture Holder(s) and the reasons for the same;
 - D. Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holder(s). The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of its compliance;
- (iv) The Company shall provide to the Debenture Trustee such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law;
- (v) The Company shall, while submitting half yearly/ annual financial results to the BSE disclose *inter alia* the following line items along with the financial results accompanied by a certificate from the Debenture Trustee confirming that it has taken note of the said content and the same shall be communicated to the Debenture Holder(s) on a half-yearly basis:



	A. Credit rating of the Issue and change in credit rating, if any; B. Security cover available wherever applicable; C. Debt- equity ratio of the Company; D. Previous due date for the payment of interest/ repayment of principal and whether the same has been paid or not; E. Next due date of payment along with the amount of interest/ principal along with the amount of interest/redemption payable; F. Debenture Redemption Reserve; G. Net Worth; H. Net profit after tax; I. Earnings per share; J. Debt service coverage ratio; and K. Interest service coverage ratio.
	(y) The Company shall promptly comply with any monitoring and/or servicing requests from Debenture Trustee.
	(z) The Company shall submit to the Debenture Trustee such other information as may be required by the Debenture Trustee for the effective discharge of its duties and obligations hereunder, including copies of reports, balance sheets, profit and loss account etc.
	(aa) The Company hereby agrees and undertakes that the Promoter Debt shall at all times be contractually subordinated (in ranking and payment) to the Obligations and at any time after the occurrence of an Event of Default/ Optional Accelerated Redemption Event no payments shall be made in respect of the Promoter Debt except with the express prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).
	(bb) The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows: (i) that the Company is not aware of any document, judgment or legal process or defects which may have Material Adverse Effect on the Debenture Holders.
	(cc) Filings The Company shall cooperate with the Debenture Trustee/ Debenture Holders in connection with any assistance the Debenture Trustee/ Debenture Holders may require for the purpose of submitting information in relation to the Debentures and the Transaction Documents to any relevant information utility in accordance with the IBC, and to confirm or authenticate all filings and information sought to be uploaded, and update or modify or rectify any errors in such financial information submitted.
	(dd) Financial Terms and Conditions The Company shall comply with each of the financial terms and conditions set out in the Transaction Documents until the Final Settlement Date. For the purposes of this Term Sheet: “Financial Year” shall mean the financial year of the Company used for the purposes of accounting; “IBC” shall mean the Insolvency and Bankruptcy Code, 2016 and the rules and regulations issued in respect thereof, as the same may be amended, modified and supplemented from time to time; “Majority Debenture Holder(s)” shall mean Debenture Holder(s) holding an aggregate



	amount representing not less than 75% (Seventy-Five per cent) of the value of the nominal amount of the Debentures for the time being outstanding; "Promoter Debt" shall mean all existing and future Financial Indebtedness availed of by the Company from the Promoters. The details of the existing Financial Indebtedness availed of from the Promoters are set out in the Debenture Trust Deed; "Obligations" shall mean all obligations at any time due, owing or incurred by the Company to the Debenture Trustee and the Debenture Holder(s) in respect of the Debentures and shall include, without limitation, the obligation to redeem the Debentures in terms thereof together with the Coupon accrued thereon, Default Interest, if any, accrued thereon, any outstanding remuneration of the Debenture Trustee and all fees, costs, charges and expenses payable to the Debenture Trustee and other monies payable by the Company in respect of the Debentures.
Negative Covenants	The Company hereby covenants with the Debenture Trustee that the Company shall not without the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holder(s)): b. Change the nature of its business from that which is permitted to be undertaken by the Company as a 'Non-Banking Financial Company' by the RBI; c. Declare or pay any dividend or make any distributions to its shareholders during any Financial Year unless: a. the proposed payment or distribution is out of net income of the current Financial Year (excluding any amount resulting from the revaluation of any of the Company's assets); b. no Event of Default has occurred and is then continuing, or could occur or is reasonably likely to occur, as a result of such payment or declaration of any dividend or distribution and after giving effect to any such action; c. it has paid all the dues to the Debenture Holder(s)/Debenture Trustee upto the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions therefor. d. Enter into any transaction of merger, acquisition, restructuring, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction. e. Appoint or continue to the appointment of any person classified as or who is director of a company classified as a wilful defaulter as a director and/ or a key managerial person of the Company. f. Enter into any contractual obligation which may have an adverse effect on the financial standing of the Company. g. Enter into any compromise or arrangement or settlement with any of its creditors (whether secured or unsecured) provided that a prepayment effected in favour of any of the Company's creditors will not fall within the ambit of this provision. h. Apply to the court for the winding up of the Company or agree to the winding up of the Company. i. Enter into any transaction with any person or enter into or continue business relations with its shareholders, employees, Affiliate(s), holding company(ies), and/or subsidiary(ies) except on proper commercial terms negotiated on an arms' length basis and in compliance with Applicable Law.



	j. Sell, transfer, or otherwise dispose of in any manner whatsoever any Assets of the Company, other than any securitisation/ direct assignment transaction undertaken by the Company in the ordinary course of its business in terms of the RBI master direction dated September 1, 2016 titled 'Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016' or any amendment, supplement or restatement thereto. It is clarified that, a securitisation/ direct assignment representing an exit of line of business will not be construed as being in the ordinary course of business of the Company and the Company shall not be permitted to effect the same except after obtaining the prior written consent of the Debenture Trustee. k. Enter into or establish any partnership, profit sharing, royalty agreement or other similar other arrangement whereby the Company's income or profits are, or might be, shared with any other person other than in the ordinary course of business on an arms' length basis and in compliance with applicable law. l. Enter into any management contract or similar arrangement whereby the business or operations of the Company are managed by any other person. m. Effect any change in the statutory auditors of the Company, other than as per mandatory requirement under Applicable Law; n. Undertake any new business outside financial services or any diversification of its business outside financial services. o. Any change in the capital structure leading to reduction of capital at any point of time. However, an intimation to be provided within 5 (Five) calendar days to the Debenture Trustee/ Debenture Holder in case of any other change in the capital structure p. Change the Financial Year-end from 31st March unless such change is mandatorily required to be made for compliance with Applicable Law. q. Participate in any involuntary resolution process under the IBC or undertake/ permit any voluntary process under the IBC. r. Repay any unsecured loans and inter-corporate deposits availed of by the Company from Promoters/ related parties (except by way of equity conversion) in case any breach of the transaction documents, default or event of default is subsisting
Financial Covenants and Additional Covenants	The Issuer shall maintain the below mentioned covenants during the entire tenor of the Debentures and till all the amounts outstanding are been duly repaid: a) Total Debt/Equity ratio to be within 7x. b) Capital Adequacy Ratio of at least 15 % or as per applicable RBI regulation, whichever is higher, Of the above CAR, TIER 1 CAR to remain at minimum of 12 % (Twelve) Percent) c) PAR >90 plus Restructured loans during last 12 months not to exceed 5% of Gross Loan Portfolio as on 30-Sept-2021 and 4% of the Gross Loan Portfolio there-after. d) The Company shall at all times until the Final Settlement Date, maintain a ratio of the (x) Loan Loss reserves divided by (y) Portfolio at Risk over 90 (Ninety) days plus (z) Restructured Loans of not less than 100 % (One Hundred Percent). e) Company to maintain a minimum Net-worth of Rs. 750 crores



	a) Earnings: After-tax Net Income (excluding extraordinary income) to remain positive. The said covenant to be tested on a quarterly and on Annual basis starting from March 31, 2022. f) No Loans exceeding 5% of Net-worth to any single party and/or guarantees on behalf of third parties, However, loans extended to Manappuram Finance Ltd shall be exempted from the said calculations g) There shall not be any negative mismatches on cumulative basis in any of the buckets till the next one year of ALM statement after incorporating all the liabilities of the company incorporating Put Options/ Reset Options etc (in any form). The asset will also include all the unencumbered Cash and Cash equivalent maturing across all the buckets of the ALM as part of the opening asset balance. Unutilized bank lines and cash credit limits shall not be taken into account while testing the same. h) In case Manappuram Finance Limited extends any comfort /guarantee in respect of any indebtedness of the Company at any point in time during the currency of the NCDs, the same shall be deemed to be applicable to this NCD issuance also. The company shall ensure that Manappuram Finance Limited forthwith executes all the necessary documents as may be required by the Debenture holder/s in this regard and failure to do so shall be an event of default. i) Any other additional covenant as may be mutually agreed and shall form a part of the transaction documents. All covenants would be tested on quarterly basis i.e. as on 31 March, 30 June, 30 Sept and 31 Dec every year, starting from March 31, 2021 on consolidated and standalone balance sheet till the redemption of the NCDs. The covenants shall be certified by the Independent Chartered Accountant within 45 (Forty-Five) calendar days from the end of each reporting quarter.
Rating Covenant	Until the Final Settlement Date, the Issuer undertakes as follows ("Rating Covenants"): i. The Company shall ensure that there is no downgrade in the credit rating of the Company/Instrument and/or assignment of long-term credit rating at "A or below" from the any credit rating agency; provided however that, in the event that the Company agrees to a similar rating based covenant with any other lender/ debenture holder but with a higher ratings threshold (i.e. A or above), such higher rating threshold shall be deemed to be applicable to the terms of this Issue as well and this provision shall be deemed to be automatically modified so as to refer to such higher ratings threshold without the requirement for any further act, deed or thing. ii. The Company shall ensure that there is no suspension of the credit rating of the Issuer and/ or the Debentures due to the Company not cooperating with the credit rating agency.
Holding Covenant	The Company undertakes that the following covenants ("Holding Covenant") shall be maintained at all times until the Final Settlement Date, unless the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) is obtained: i. Manappuram Finance Limited shall hold minimum 51% stake in the Company, on fully diluted basis and management control of the Company.
Management Covenant	The Company undertakes that the following covenants ("Management Covenant") shall be maintained at all times until the Final Settlement Date, unless the prior written consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) is obtained: i. Mr. V P Nandakumar to remain Director on the Board of the Company.



Optional Accelerated Redemption	In the absence of the availability of such consent, the Debenture Holder/s shall have the right but not an obligation to exercise Optionally Accelerated Redemption. For the purposes of this Term Sheet: “Management Control” shall, in relation to any entity, mean: (i) the right to appoint the majority of directors of such entity; and (ii) to control the management of such entity or policy decisions are exercisable by a person or persons acting individually or in concert, directly or indirectly, by virtue of their shareholding or management rights or shareholders agreements or voting agreements. Any Debenture Holder/s shall have the right but not an obligation to require the Company to redeem the Debentures along with accrued interest upon the occurrence of any of the below mentioned (“Optional Accelerated Redemption Events”): 1. Breach of any of the covenants as mentioned under the Rating Covenant 2. Breach of any of the covenants as mentioned under the Holding Covenant 3. Breach of any of the covenants as mentioned under the Management Covenant 4. Breach of any of the covenants as mentioned under the Financial Covenant 5. Occurrence of Material Adverse Effect. 6. If the Issuer prepays any loans or redeem NCDs; voluntarily or mandatorily before its stated maturity, such that it leads to a negative mismatch on cumulative basis in any of the buckets of ALM statement upto the residual tenure of the facility after incorporating all the liabilities of the company including Put Options/interest reset on liabilities. Unutilized bank lines and cash credit limits shall not be taken into account while testing the same. 7. Any adverse effect in the business, condition (financial or otherwise), operations, performance or prospects of the company due to any pending or threatened litigation, charges, investigation or proceedings that may or can have an adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the company, that affects the payment of outstanding on the NCDs to the Debentures holders in any manner
	The occurrence of events above will be determined by the Debenture Holders solely and at its discretion. The Debenture Holder/s individually shall have the option to require the Company to redeem the Debentures (Optional Accelerated Redemption”) on happening of any of the Optional Accelerated Redemption Events. Upon the exercise of the ‘Optional Accelerated Redemption’ option by the Debenture Holder/ Debenture Holders, the Debenture Trustee shall issue a notice to the Company for redemption of all amounts outstanding in relation to the such debentures (including any unpaid principal, accrued but unpaid Coupon, Default Interest (if applicable)) as on the date of exercise of the ‘Optional Accelerated Redemption’ Option (“Optional Accelerated Redemption Date”). The Company shall be required to make payment of the aggregate amounts outstanding in relation to the Debentures, to the exercising Debenture Holder/ Debenture Holders including any unpaid Principal Amount, accrued but unpaid Coupon, Default Interest (if applicable) and liquidated damages (if applicable) within 7 (Seven) calendar days of the Optional Accelerated Redemption Date. The issue of notice for exercising the Optional Acceleration Redemption by the Debenture Holder/s shall not be dependent upon the consent of the Majority Debenture Holders.
Event of Defaults (including manner of voting /conditions of joining Inter Creditor Agreement)	An Event of Default (“Event of Default”) shall have occurred upon the happening of any event or circumstances mentioned hereunder: 1. The Company does not pay on the Due Date(s) any amount payable in terms of the Transaction Documents at the place at and in the currency in which it is expressed



	to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (One) calendar day of the relevant Due Date;
2.	Failure of the Company to redeem the Debentures in terms of the Transaction Documents upon exercise of the Optional Accelerated Redemption Option in terms hereof;
3.	The breach of any terms, covenants (including, without limitation, negative covenants, affirmative covenants, reporting covenants) or obligation under the Transaction Documents (other than breach of terms, covenants or obligations covered specifically by other Events of Default set out herein) and such breach has continued for a period of 15 (Fifteen) calendar days.
4.	The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness;
5.	Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/ Debenture Holders by the Company shall have been incorrect, false or misleading in any respect when made or deemed made;
6.	There shall have occurred Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 15 (Fifteen) calendar days;
7.	Any corporate action, legal proceedings or other procedure or step is taken in relation to: i. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company; ii. the composition, compromise, assignment or arrangement with any creditor of the Company; iii. the appointment of a liquidator, receiver or similar other officer in respect of the Company, a composition, compromise, assignment or arrangement with any creditor of the Company; iv. enforcement of any security over any assets of the Company or any analogous procedure or step is taken in any jurisdiction; v. any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in paragraphs (a), (b), (c) and (d) above;
8.	The Disclosure Document or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Company;
9.	It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable;
10.	The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents;
11.	Any Governmental Authority condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets of the Company or of its share capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations;



	12. The Company's organizational status or any licenses or franchise is revoked or suspended by any government agency or authority after the Company has exhausted all remedies and appeals relating thereof; 13. Surrender, revocation or suspension of the Company's certificate of registration as a non-banking financial company by the Reserve Bank of India provided that this shall not apply where such certificate of registration is surrendered pursuant to obtaining a banking license; 14. The listing of the Debentures ceases or is suspended at any point of time prior to the Maturity Date; 15. The Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so. 16. The Company has taken or suffered to be taken any action for reorganization of its capital or any rearrangement, merger or amalgamation without prior approval of the Debenture Holders in terms hereof; 17. Any material act of fraud, embezzlement, misstatement, misappropriation, or siphoning off of the Issuer/Promoter funds or revenues or any other act having a similar effect being committed by the management of the Issuer/ Promoter. 18. The Promoters and/or the directors/ or the key managerial personnel of the Company are accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the Promoters and/or the directors and/ or the key managerial personnel of the Company, including any accusations, charges and/or convictions of any offence relating to bribery or being declared a wilful defaulter; 19. In the event that an application for corporate insolvency resolution process of the Company is filed or any form of communication indicating an intention to file such application is issued or any creditor of the Company takes any steps requesting the filing of such application, in each case, by the appropriate regulator (i.e. the Reserve Bank of India), under the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019; 20. An event of default shall arise if the Company/ any of the Promoters/ guarantors (if any)/ the subsidiaries or holding company(ies) of the Company: (a) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created other than due to a technical error which has been confirmed by the lender /debenture trustee; or (b) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness 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 (with the giving of notice or the passage of time or both would permit or cause) any such Financial Indebtedness to become due prior to its stated maturity; or (c) any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof;
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	provided that if the above-mentioned Event of Default is capable of being remedied in the sole discretion of the Debenture Holders, the Majority Debenture Holder may provide a cure period as deemed appropriate to them; 21. The Company commences negotiations with one or more of its lenders/ debenture trustees/ debenture holders with a view to rescheduling any of its indebtedness or failure or inability of the Company to pay its debts as they mature. Subject to the approval of the debenture holders and the conditions as may be specified by the SEBI from time to time, the Debenture Trustee, on behalf of the debenture holders, may enter into inter-creditor agreements provided under the framework specified by the Reserve Bank of India. The voting shall be through show of hands or poll or through such other manner as the majority Debenture Holder/s may deem fit. The details with respect to same shall be specifically mentioned in the Debenture Trust Deed For the purposes of this Term Sheet: "Maturity Date" shall mean the date falling at the expiry of 24 (Twenty-Four) months from the Deemed Date of Allotment or such other earlier date on which the Debentures are required to be redeemed pursuant to the Transaction Documents.
Provisions related to Cross Default Clause	As mentioned in paragraph 20 of the row titled ' <i>Events of Default</i> '
Consequences of Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	On and at any time after the occurrence of an Event of Default, Debenture Trustee acting on the instructions of the Debenture Holder/ s- - declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable; - accelerate the redemption of the Debentures; - Exercise all the rights and remedies available to it in such manner as Debenture Holder/s may deem fit without intervention of the Court and without having to obtain any consent of the Issuer; - Exercise all the rights and remedies under IBC or other applicable law.
Creation of recovery expense fund	The Issuer shall create a recovery expense fund in the manner as may be specified by SEBI from time to time and same shall be informed to the Debenture Trustee. The recovery expense fund shall be utilised for the activities as may be permitted by the applicable regulations
Conditions for breach of covenant (as specified in the Debenture Trust Deed)	The Conditions for breach of covenants if any shall be specified in the Debenture Trust Deed
All covenants of the Issue (including side letters, accelerated payment clause, etc.)	Other than as disclosed in the Disclosure Document, there are no other covenants.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s)
Risk Factors pertaining to the Issue	As mentioned in the Disclosure Document under captioned "Risk Factor"
EBP Process	Issue and Payment Procedure Bidding Process All Eligible Participants are required to apply for the Issue and make payment of the full application amount in accordance with the Bidding Process outlined in the Shelf Disclosure Document. The Issue will be through open bidding on the EBP platform in



line with EBP Guidelines vide SEBI circular SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 or such other circular issued from time to time.

- **Manner of settlement**

Settlement of the Issue will be done through the [escrow account of the Issuer / ICCL] and the account details are given in the section on 'Payment Mechanism' of this Disclosure Document.

- **Provisional or Final Allocation**

Allocation shall be made on a pro rata basis in the multiples of the bidding lot size, i.e., in multiples of Rs. 1,00,000 (Rupees One Lakh Only). Post completion of bidding process, the Issuer will upload the provisional allocation on the BSE EBP platform. Post receipt of details of the successful bidders, the Issuer will upload the final allocation file on the BSE-EBP platform.

- **Method of Allotment**

The allotment will be done on Uniform Yield basis in line with EBP Guidelines.

- **Settlement cycle**

The process of pay-in of funds by investors and pay-out to Issuer will be done on T+1 day, where T is the Bidding day. For further, details, please see below section named 'Settlement Process'.

- **Payment Mechanism**

Payment of subscription money for the Bonds should be made by the Identified Investors as notified by the Issuer.

The participants should complete the funds pay-in to the designated bank account of Indian Clearing Corporation Ltd (ICCL).

List of Designated Banks is as under:

	ICICI BANK	YES BANK	HDFC BANK
Beneficiary Name	Indian Clearing Corporation Ltd	Indian Clearing Corporation Ltd	Indian Clearing Corporation Ltd
Account Number	ICCLEB	ICCLEB	ICCLEB
IFSC Code	ICIC0000106	YESB0CMSNOC	HDFC0000060
Mode	RTGS	RTGS	RTGS

Successful bidders must do the subscription amount payment to the Designated Bank Account on or before 10:30 a.m. on the Pay-in Date ("**Pay-in Time**"). Identified Investors should ensure to make payment of the subscription amount for the Bonds from their same bank account which is updated by them in the BSE EBP platform while placing the bids. In case of mismatch in the bank account details between BSE - EBP platform and the bank account from which payment is done by the successful bidder, the payment would be returned.

Note: In case of failure of any Identified Investor to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Issuer shall not be liable to issue Bonds to such Identified Investors.

Settlement Process



	Upon final allocation by the Issuer, the Issuer or the Registrar on behalf of the Issue shall instruct the Depositories on the Pay-In Date, and the Depositories shall accordingly credit the allocated Bonds to the demat account of the successful bidder. The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 p.m. on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 p.m. on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to the Issuer the transfer of Bonds in the demat account(s) of the successful bidder(s).
Method of Allotment	Uniform Yield
Bid Timing	10 AM to 12 PM
Settlement cycle	T+1
Manner of Bidding	Open
Settlement Through	ICCL
Right to Re-purchase and Re-issue the Debenture	The Company, subject to the prevailing guidelines, rules/regulations of Reserve Bank of India, the Securities and Exchange Board of India and other Authorities, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary markets or otherwise, on prior mutual consent(s) from the debenture holder(s), at any time prior to the date of maturity. In the event of a part or all of its Debentures being repurchased as aforesaid or redeemed under any circumstances whatsoever, the Company shall have, and shall be deemed to have had, the power to reissue the Debenture either by reissuing the same Debentures or by issuing other Debenture in their place. Further the Company, in respect of such repurchased/redeemed Debenture shall have the power exercisable either for a part or all of those Debenture, to cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by law.
Reissuance	The Company reserve the right to make multiple issuances under the same ISIN with reference to SEBI circular CIR/IMD/DF-1/67/2017 dated 30th June 2017 Issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount as the case may be in line with SEBI circular CIR/IMD/DF-1/67/2017 dated 30th June 2017.
Annual Review Date	Annual Review Date shall mean the date which falls 15 calendar days prior to the expiry of 12 (Twelve) months from the Deemed Date of Allotment and every year thereafter.
Annual Review	The aforesaid NCD Issuance shall be subject to Annual review. The said review shall be completed within 15 calendar days of the Annual Review Date, subject to the satisfaction of Debenture Holder.
Governing Law and Jurisdiction	This Term Sheet and the Transaction Documents shall be governed by and shall be construed in accordance with the applicable laws of India. Subject to the paragraph below, any disputes which may arise out of or in connection with the Transaction Documents shall be subject to the exclusive jurisdiction of the courts and tribunals at Chennai and that accordingly, any suit, action or proceedings ("Proceedings") arising out of or in connection with the Transaction Documents may be brought in such courts or tribunals. Any dispute arising in connection with the interpretation, performance, termination of this Term Sheet, or otherwise in connection with this Term Sheet ("Dispute") shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of 1 (One) arbitrator appointed by the Debenture Trustee and the Company mutually. The arbitration proceedings shall be conducted in English and the seat and venue of arbitration shall be Bengaluru, India. The sole arbitrator may, from time to time, lay down the procedure to be followed in conducting the arbitration proceedings and shall conduct the arbitration proceedings in such manner as it considers appropriate. The arbitration award



	including any interim awards made by the arbitrator shall be final and binding on the Parties, and enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The Parties agree to be bound thereby and to act accordingly. The costs of such arbitration shall be borne by the Company. The Debenture Trustee, may, however, in its absolute discretion commence any Proceedings arising out of this Term Sheet in any other court and tribunal in India, and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.
Issue Timing Issue Opening Date Issue Closing Date Pay-In Date Deemed Date of Allotment	February 04, 2021 February 04, 2021 February 05, 2021 February 05, 2021
Illustration of cashflows in relation to the Debentures	Please refer to Annexure I below.

Note:

1. If there is any change in Coupon Rate pursuant to any event including elapse of certain time period or downgrade in rating then such new Coupon Rate and events which lead to such change shall be disclosed
2. The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc, should be laid down
3. 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.

For Asirvad Micro Finance Limited

Authorised Signatory

Name: Nikhilesh Kumar Jain

Designation: Head - Treasury



Annexure I

Illustration of Cashflows

Illustration of Bond Cash Flows	
Issuer	Asirvad Micro Finance Limited
Face Value per NCD	Rs.1,00,000 (Rupees One Lakh only)
Date of Allotment	February 05, 2021
Redemption	Principal repayment by way of amortizing over quarterly redemptions starting from the 3 rd (Third) from Deemed Date of Allotment and quarter thereafter till the Final Redemption Date The principal repayment dates
Coupon Rate	11.10% p.a. (Eleven Decimal One Zero percent per annum)
Frequency of the Coupon	Monthly and on Redemption
Day Count Convention	Actual/ Actual

Per Debenture

Coupon Cashflow

Months	Particulars	Payment Date	No. of Days in Coupon Period	Amt in Rs
1	1st Coupon	March 05, 2021	28	852
2	2nd Coupon	April 05, 2021	31	943
3	3rd Coupon	May 05, 2021	30	912
4	4th Coupon	June 05, 2021	31	825
5	5th Coupon	July 05, 2021	30	798
6	6th Coupon	August 05, 2021	31	825
7	7th Coupon	September 05, 2021	31	707
8	8th Coupon	October 05, 2021	30	684
9	9th Coupon	November 05, 2021	31	707
10	10th Coupon	December 05, 2021	30	570
11	11th Coupon	January 05, 2022	31	589
12	12th Coupon	February 05, 2022	31	589
13	13th Coupon	March 05, 2022	28	426
14	14th Coupon	April 05, 2022	31	471
15	15th Coupon	May 05, 2022	30	456
16	16th Coupon	June 05, 2022	31	354
17	17th Coupon	July 05, 2022	30	342
18	18th Coupon	August 05, 2022	31	354
19	19th Coupon	September 05, 2022	31	236
20	20th Coupon	October 05, 2022	30	228
21	21st Coupon	November 05, 2022	31	236
22	22nd Coupon	December 05, 2022	30	114
23	23rd Coupon	January 05, 2023	31	118
24	24th Coupon	February 05, 2023	31	118

The cash flow above is subject to the Business Day Convention.



Principal Payment

Particulars	Payment Date	Amt in Rs
1st Principal	May 05, 2021	12,500
2nd Principal	August 05, 2021	12,500
3rd Principal	November 05, 2021	12,500
4th Principal	February 05, 2022	12,500
5th Principal	May 05, 2022	12,500
6th Principal	August 05, 2021	12,500
7th Principal	November 05, 2022	12,500
8th Principal	February 05, 2023	12,500

* The cash flow above is subject to the Business Day Convention.

Months	Payment Date	Net Cash Flow	Principal	Interest	Principal O/s
0	05 February 2021	(75,00,00,000)			75,00,00,000
1	05 March 2021	63,86,301	-	63,86,301	75,00,00,000
2	05 April 2021	70,70,548	-	70,70,548	75,00,00,000
3	05 May 2021	10,05,92,466	9,37,50,000	68,42,466	65,62,50,000
4	05 June 2021	61,86,729	-	61,86,729	65,62,50,000
5	05 July 2021	59,87,158	-	59,87,158	65,62,50,000
6	05 August 2021	9,99,36,729	9,37,50,000	61,86,729	56,25,00,000
7	05 September 2021	53,02,911	-	53,02,911	56,25,00,000
8	05 October 2021	51,31,849	-	51,31,849	56,25,00,000
9	05 November 2021	9,90,52,911	9,37,50,000	53,02,911	46,87,50,000
10	05 December 2021	42,76,541	-	42,76,541	46,87,50,000
11	05 January 2022	44,19,092	-	44,19,092	46,87,50,000
12	05 February 2022	9,81,69,092	9,37,50,000	44,19,092	37,50,00,000
13	05 March 2022	31,93,151	-	31,93,151	37,50,00,000
14	05 April 2022	35,35,274	-	35,35,274	37,50,00,000
15	05 May 2022	9,71,71,233	9,37,50,000	34,21,233	28,12,50,000
16	05 June 2022	26,51,455	-	26,51,455	28,12,50,000
17	05 July 2022	25,65,925	-	25,65,925	28,12,50,000
18	05 August 2022	9,64,01,455	9,37,50,000	26,51,455	18,75,00,000
19	05 September 2022	17,67,637	-	17,67,637	18,75,00,000



20	05 October 2022	17,10,616	-	17,10,616	18,75,00,000
21	05 November 2022	9,55,17,637	9,37,50,000	17,67,637	9,37,50,000
22	05 December 2022	8,55,308	-	8,55,308	9,37,50,000
23	05 January 2023	8,83,818	-	8,83,818	9,37,50,000
24	05 February 2023	9,46,33,818	9,37,50,000	8,83,818	-



SECTION 5: DISCLOSURES PERTAINING TO WILFUL DEFAULT

In case of listing of debt securities made on private placement, the following disclosures are required to be made vide *SEBI (Issue and Listing of Debt Securities) (Amendment) Regulations, 2016 w.e.f. 25-05-16*:

- A. **Name of the Bank declaring the entity as a Wilful Defaulter:** N.A
- B. **The year in which the entity is declared as a Wilful Defaulter:** N.A
- C. **Outstanding amount when the entity is declared as a Wilful Defaulter:** N.A
- D. **Name of the entity declared as a Wilful Defaulter:** N.A
- E. **Steps taken, if any, for the removal from the list of wilful defaulters:** N.A
- F. **Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions:** N.A
- G. **Any other disclosure as specified by the Board:** N.A



SECTION 6: 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 Disclosure Document, Application Form and other terms and conditions as may be incorporated in the Transaction Documents.

6.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. 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 DP's 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 dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

6.2 Debentures held in Dematerialised Form

The Debentures shall be held in dematerialised 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 cheque/EFT/RTGS 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 EFT/RTGS to the bank account of the Debenture Holder(s) for redemption payments.

6.3 Trustee for the Debenture Holder(s)

The Issuer has appointed IDBI Trusteeship Services Private Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee intends to enter/have entered 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 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. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. 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.

6.4 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.

6.5 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.

6.6 Modification of Debentures

The Debenture Trustee and the Issuer will agree to make any modifications in the Disclosure Document 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 Majority Debenture Holders in the manner as provided for in the Debenture Trust Deed.

For the avoidance of doubt, the following matters require the consent of the 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:

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

6.7 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.

6.8 Notices

Any notice may be served by the Issuer/ Debenture Trustee upon the Debenture Holders through registered post, electronic mail, recognized overnight courier service, hand delivery or by facsimile transmission addressed to such Debenture Holder at its/his registered address or facsimile number.

All notice(s) to be given by the Debenture Holder(s) to the Issuer/ Debenture Trustee shall be sent by registered post, electronic mail, recognized overnight courier service, hand delivery or by facsimile transmission to the Issuer or to such persons at such address/ facsimile number as may be notified by the Issuer from time to time through suitable communication. All correspondence regarding the Debentures should be marked "Private Placement of Debentures".

Notice(s) shall be deemed to be effective (a) in the case of registered mail, 3 (three) calendar days after posting; (b) in the case of electronic mail, at the time of sending; (c) 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business Day delivery; (d) in the case of facsimile at the time when dispatched with a report confirming proper transmission; or (e) in the case of personal delivery, at the time of delivery.

6.9 Issue Procedure

Only Eligible Investors as given hereunder and identified upfront by the Issuer 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 EFT/RTGS, to the bank account of the Issuer as per the details mentioned in the Application Form.

The final subscription to the Debentures shall be made by the Eligible Investors through the Electronic Book Mechanism as prescribed by SEBI under the SEBI Electronic Book Mechanism Guidelines by placing bids on the Electronic Book Platform during the Issue period.

Mode of bidding: [Open Bidding/ Closed Bidding] – Closed Bidding

Manner of Allotment: [Uniform Yield/ Multiple Yield] – Uniform Yield

Manner of Settlement: Pay-in of funds to Clearing Corporation – Indian Clearing Corporation



Settlement Cycle: [T+1] where T refers to the date of bidding/ issue day

6.10 Application Procedure

Eligible investors will be invited to subscribe by way of the Application Form prescribed in the Disclosure Document during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive). The Issuer reserves the right to change the issue schedule including the Deemed Date of Allotment at its sole discretion, without giving any reasons or prior notice. The Issue will be open for subscription during the banking hours on each day during the period covered by the Issue Schedule.

Without prejudice to the aforesaid, where the selection of the eligible investors is required to be done pursuant to bidding mechanism on the Electronic Platform called "EBP Platform" or any successive arrangement/platform mandated by SEBI under the SEBI Circular titled "Electronic Book Mechanism for Issuance of Securities on a Private Placement Basis" dated January 05, 2018 (as amended/replaced from time to time) ("EBP Circular") only those Persons:

1. who have been named in the "List of Eligible Investors" as placed before and approved by the Board; and/or
2. who are registered on the EBP Platform and eligible to make bids for NCDs of the Company (considered as 'deemed identified');
3. to whom allocation is to be made by the Company pursuant to selection under the electronic book mechanism for issuance of securities on private placement basis in terms of the relevant circulars and directions issued by the Securities and Exchange Board of India and the relevant electronic book providers ("EBP");

shall be considered as "identified persons" 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.

Where bidding process is not applicable, such shortlisted investors as may be identified by the Board prior to issuance of the offer(s)/invitation to subscribe to the NCDs, shall be considered as the "identified person(s)" to whom the Company can make private placement of the NCDs 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.

All investors are required to check and comply with Applicable Laws including the relevant rules / regulations / guidelines applicable to them for investing in this Issue of NCDs and the 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.

No other person may apply. Hosting of Disclosure Document on the website of the BSE should not be construed as an offer or an invitation to offer to subscribe to the NCDs and the same has been hosted only as it is stipulated by the SEBI Debt Listing Regulations read with the EBP Circular. Investors should check their eligibility before making any investment.

6.11 Fictitious Applications

All fictitious applications will be rejected.

6.12 Basis of Allotment

Notwithstanding anything stated elsewhere, Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. Subject to the aforesaid, in case of over subscription, priority will be given to Investors on a first come first serve basis. The investors will be required to remit the funds as well as submit the duly completed Application Form along with other necessary documents to Issuer by the Deemed Date of Allotment.

6.13 Payment Instructions

Successful bidders shall make pay-in of funds towards the allocation made to them, in the bank account of the clearing corporation, the details of which are as set out below, on or before 10:30 a.m. on the Deemed Date of Allotment.

The funds pay-in by the successful bidders will be made only from the bank account(s), which have been provided/updated in the EBP system. Upon the transfer of funds into the aforesaid account and the Issuer confirming its decision to proceed with the allotment of the Debentures in favour of the Debenture Holder(s) to the Indian Clearing Corporation Limited, the



R&T Agent shall provide corporate action file along with all requisite documents to Depositories by 12:00 hours and subsequently, the pay-in funds shall be released into the Issuer's bank account, the details of which are as set out below:

BANK ACCOUNT DETAILS OF ICCL

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	ICIC0000106
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

6.14 Eligible Investors

The following categories of investors, when specifically approached, 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**"):

- ix. Mutual Funds
- x. Non-banking financial companies
- xi. Provident Funds and Pension Funds
- xii. Trust inclusive of public charitable trust subject to their investment guidelines
- xiii. Corporates
- xiv. Banks
- xv. Insurance Companies
- xvi. Investment holding companies of high net worth individuals
- xvii. Any other person (not being an individual or a group of individuals) eligible to invest in the Debentures

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

6.15 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-à-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.

6.16 Depository Arrangements

The Issuer shall make necessary arrangement with CDSL and NSDL for issue and holding of Debentures in dematerialised form.

6.17 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.

6.18 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.

6.19 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 applications, 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



6.20 Documents to be provided by potential Investors

Potential Investors need to submit the following documents, as applicable

- a. Memorandum and Articles of Association or other constitutional documents
- b. Resolution authorising investment
- c. 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 EFT/ RTGS details)

6.21 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 EFT/RTGS.

6.22 Succession

In the event of winding-up of the holder of the Debenture(s), the Issuer will recognize the liquidator of the concerned Debenture Holder(s), or such other legal representative of the Debenture Holder(s) as having title to the Debenture(s).

The Issuer may, in its absolute discretion, where it thinks fit, dispense with production of such other legal representation, in order to recognize such holder as being entitled to the Debenture(s) standing in the name of the concerned Debenture Holder on production of sufficient documentary proof and/or an indemnity.

6.23 Mode of Payment

All payments must be made through cheques, demand drafts, EFT/RTGS as set out in the Application Form.

6.24 Effect of Holidays

If any Due Date falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately succeeding Business Day, except if such Due Date is for the Redemption Amount, in which case the payment to be made on such Due Date shall be made on the immediately preceding Business Day.

6.25 Tax Deduction at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holders at the office of the Registrar & Transfer Agents of the Company at least 15 (Fifteen) days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form. Interest will be paid to the Debenture Holder subject to deduction of tax deducted at source at the rate prescribed from time to time under the Income Tax Act, 1961 or any statutory modification or re-enactment thereof for the time-being in force.

If the applicable rate of tax deducted at source is modified and results in a reduction of the net interest received by the Debenture Holders, the Company must give written notice to the Debenture Holders (with a copy to the Debenture Trustee) as soon as it becomes aware of such change.

6.26 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures in dematerialised form, will be credited in dematerialised form within 2 (Two) Business Days from the Deemed Date of Allotment. The aforesaid letter of allotment shall be replaced with the actual credit of Debentures, in dematerialised form, within a maximum of 7 (Seven) Business Days from the Deemed Date of Allotment.

6.27 Business Day Convention



Any day of the week (excluding Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) and on which money market is functioning in Mumbai shall be a "Business Day."

If any Coupon Payment Date or the Due Date (s) for the performance of any event falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday.

If the Redemption Date/Maturity Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment

6.28 Deemed Date of Allotment

The Deemed Date of Allotment of the Debentures will be as specified in the Issue Detail.

All benefits relating to the Debentures will be available to the investors from the respective Deemed Date of Allotment(s). The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment.

6.29 Record Date

The Record Date will be 15 (Fifteen) days calendar days prior to any Due Date.

6.30 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.

6.31 Interest on Application Money

At the Coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.

6.32 Interest on NCDs

The Debentures shall carry coupon at the rate as specified in the Issue Detail (subject to deduction of tax at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof for which a certificate will be issued by the Company) accrued to the holders of Debentures (the "Holders" and each, a "Holder") as of the relevant Record Date. The interest payable on any Coupon Payment Date will be paid to the Debenture holder(s) whose names appear in the list of beneficial owners given by the Depository to the Company as on the Record Date.



Interest shall be computed on the amount outstanding on an Actual/ Actual day count basis, i.e. actual number of days elapsed divided by the actual number of days in the year.

If any Coupon Payment Date or the due date for the performance of any event falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact.

In case the Deemed Date of Allotment is revised (pre-poned/ postponed) then the above interest payment date may also be revised pre-poned/ postponed accordingly by the Company at its sole and absolute discretion.

In case of default in payment of coupon and/or principal or redemption on the due dates, additional interest of at least at the rate of 2% per annum over the Coupon Rate will be payable by the Company for the defaulting period.

6.33 Future Borrowings

The Company shall be entitled to make further issue of secured/unsecured non-convertible debentures and/or to borrow and/or to raise term loans or raise further funds, in any manner as deemed fit by the Company, from time to time from any persons/banks/financial institutions/body corporate or any other agency as per the prevailing guidelines/regulations of Reserve Bank of India and other authorities.

The Company may also issue secured/unsecured non-convertible debentures under the same ISIN(s) for the current and the future issues in accordance with the SEBI circular No. CIR/IMD/DF-1/67/2017 dated June 30, 2017 on "Specifications related to International Securities Identification Number (ISINs) for debt securities issued under the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 and any further clarification/ amendments/circular issued thereafter. The Company reserves the right to make multiple issuances under the same ISIN with said circular. Issue can be made either by way of creation of fresh ISIN or by way of issuance under the existing ISIN at premium / par / discount as the case may be in line with SEBI circular CIR/IMD/DF-1/67/2017 dated 30th June 2017

6.34 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.

6.35 Redemption

The face value of the Debentures will be redeemed at par.

If the Redemption Date/Maturity Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment.

The Debenture holders may at the request of the Company in suitable circumstances and also in the absolute discretion of the Debenture holders, subject to the statutory guidelines as may be applicable for the purpose, revise / pre pone / postpone redemption of the Debentures. Or any part thereof on such terms and conditions as may be decided by the Company in consultation with the Debenture holders (see Modification of Rights).

6.36 Payment on Redemption

Payment on redemption will be made in accordance with the instructions of the Debenture Holder(s) by way of electronic funds transfer through RTGS system/funds transfer in the name of the Debenture Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Debentures shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Debenture Holder(s) whose name appears in the Register of Debenture Holder(s) on the Record Date. On such payment being made, the Issuer will inform NSDL/CDSL and accordingly the account of the Debenture Holder(s) with NSDL/CDSL will be adjusted.

On the Issuer dispatching the amount as specified above in respect of the Debentures, the liability of the Issuer shall stand extinguished.



Cash flow from Debentures

As per SEBI circular no. CIR/IMD/DF-1/122/2016 dated November 11, 2016, illustrative cash flow for debentures is as under:

Company	XYZ Limited
Face Value (per security)	1,00,000
Issue Date/Date of Allotment	13-11-2013
Redemption	13-11-2018
Coupon Rate	8.95%
Frequency of the Interest Payment with specified dates	First Interest on 13.11.2014 and subsequently on 13th November every year till maturity
Day Count Convention	Actual / Actual

Illustrative Cash Flows

	Date	No. of days in Coupon Period	Amount (in Rupees)
1st Coupon	Thursday, 13 Nov 2014	365.00	8,950.00
2nd Coupon	Friday, 13 Nov 2015	365.00	8,950.00
3rd Coupon	Sunday, 13 Nov 2016*	366.00	8,950.00
4th Coupon	Sunday, 13 November 2017	365.00	8,950.00
5th Coupon	Tuesday, 13 Nov 2018	365.00	8,950.00
Principal	Tuesday, 13 Nov 2018	365.00	1,00,000.00
			1,44,750.00

*F.Y. 2016 is a leap year and the coupon payment date is falling on a Sunday, therefore the coupon is paid on next Business Day Business Day. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact. The Issuer shall consider a Financial Year format for the purpose of a Leap Year

Disclaimer: Please note that only those persons to whom this Disclosure Document 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. 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 7: DECLARATION****DECLARATION BY THE DIRECTORS THAT-**

- (a) the Company has complied with the provisions of the Companies Act 2013 and the rules made thereunder;
- (b) the compliance with the said Act and the rules made thereunder do not imply that payment of dividend or interest or repayment of preference shares or 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 the private placement offer cum application letter;

I am authorised by the Borrowing & Securities Allotment Committee of the Board of the company vide resolution dated 18th January, 2021 to sign this form 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 form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form 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 form.

Signed

For Asirvad Micro Finance Limited

For ASIRVAD MICRO FINANCE LIMITED



Authorised Signatory

Date: February 2, 2021

Place: Chennai

Attachments:-

- Copy of board resolution
- Copy of shareholders resolution
- Copy of optional attachments, if any



ANNEXURE I: RATING LETTER

2/3/2021

Rating Rationale

Ratings

CRISIL

An S&P Global Company

Pursuant to SEBI notifications, CRISIL Limited (CRISIL) has transferred its Ratings business to its wholly owned subsidiary, CRISIL Ratings Limited (CRISIL Ratings), with effect from December 31st 2020. Any reference to CRISIL in the documents published by the Ratings division of CRISIL, such as Rating Rationales, Credit Rating Reports, Press Releases, Criteria, Methodology, FAQs, Policies and Disclosures, shall henceforth refer to CRISIL Ratings.

Rating Rationale

November 27, 2020 | Mumbai

Asirvad Microfinance Limited

Ratings Reaffirmed

Rating Action

Total Bank Loan Facilities Rated	Rs.3500 Crore
Long Term Rating	CRISIL AA-/Stable (Reaffirmed)

Rs.500 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.250 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.100 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.300 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.300 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.200 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.200 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.200 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.125 Crore Non Convertible Debentures	CRISIL AA-/Stable (Reaffirmed)
Rs.125 Crore Subordinated Debt	CRISIL AA-/Stable (Reaffirmed)
Rs.50 Crore Long Term Principal Protected Market Linked Debentures	CRISIL PP-MLD AA-r/Stable (Reaffirmed)
Rs.400 Crore Commercial Paper	CRISIL A1+ (Reaffirmed)

1 crore = 10 million

Refer to annexure for Details of Instruments & Bank Facilities

Detailed Rationale

CRISIL has reaffirmed its ratings on the bank facilities and outstanding debt instruments of Asirvad Microfinance Limited (Asirvad) at 'CRISIL AA-/CRISIL PP-MLD AA-r/Stable/CRISIL A1+'.

CRISIL has also withdrawn its rating on non-convertible debentures of Rs.65 crore (See Annexure 'Details of rating withdrawn' for details) in line with its withdrawal policy. CRISIL has received independent confirmation that these instruments are fully redeemed.

CRISIL's ratings on the bank facilities and debt instruments of Asirvad centrally factor in strong management and financial support from Manappuram Finance Ltd (MAFIL; rated 'CRISIL AA/CRISIL PP-MLD AA-r/Stable/CRISIL A1+'). The rating also takes into account Asirvad's asset quality and earnings profile and its adequate capital position. These strengths are partially offset by concentration in operations, despite steady reduction, in southern India and risks related to regulatory and legislative changes in the microfinance sector.

With the nationwide lockdown being lifted steadily in a phased manner, the degree of relaxations vary across regions depending upon the severity of the Covid-19 pandemic. Intermittent lockdowns and localised restrictions could delay collections returning to normalcy and put pressure on the asset quality metrics. The lockdown had impacted collections and disbursements of Asirvad, with no disbursements happening until June end. Nevertheless, collections picked up from June onwards, backed by gradual relaxations in lockdowns, following which operations resumed slowly. Considering no moratorium, collection efficiency for June 2020 stood at 55%, improving to 75% for August and further to about 85% in September 2020. The strong recovery at about 85% in September notwithstanding, there is still a significant way to go before reaching pre-pandemic collection levels of 98-99%. With the Covid-19 affliction rate still high, the ability of microfinance institutions (MFIs) to further improve collections will be a key monitorable in the near term. With the steady improvement in collections and revival in economic activity, the disbursements have also improved. Asirvad started disbursing only from August, and with significant improvement in collections, disbursements also increased and stood at about Rs 250 crore in September. With new customer acquisition being started from October, disbursements further increased to about Rs 400 crore.



2/3/2021

Rating Rationale

Given the material gap between current and pre-pandemic collection levels and that about 9% of borrowers have not paid any equated monthly instalment until September 2020, there is a risk of increase in credit losses and its potential impact on capitalisation metrics. Asirvad has adequate capitalisation, with networth of Rs 1,034 crore and gearing of around 4.8¹ times as on September 30, 2020. The company has indicated that it expects to maintain a steady state gearing of about 7 times. Any increase in gearing beyond committed thresholds will be a key rating sensitivity factor. Furthermore, considering the current issues and potential challenges in recovering the past overdue, Asirvad carried out provisioning of Rs 157 crore (Rs 142 crore against Covid-19) in the first half of fiscal 2021. The total provisioning against Covid-19, including Rs 55 crore in the fourth quarter of fiscal 2020, comes to a total of Rs 197 crore (3.6% of the outstanding book as on March 31, 2020). Asset quality saw some moderation on account of the pandemic, and the 90+ days past due (dpd) stood at 2.5% as on September 30, 2020, compared with 1.8% as on March 31, 2020.

In terms of liquidity, on a standalone basis, Asirvad has sufficient liquidity buffer to cover total debt obligation and operating expenses in the coming months. As on September 30, 2020, Asirvad had liquidity of Rs 1,046 crore (excluding term loans and securitisation lines). Against this, total debt obligation (including operating expense and excluding PTC/DA) was around Rs 760 crore until December 2020. This represents liquidity cover (assuming nil collections and excluding PTC/DA payments) of 1.38 times for three months. Liquidity is further supported by steady improvement in collections in the last 2-3 months and stood at over Rs 350 crore in September. These monthly collection are adequate to take care of Asirvad's monthly debt obligation and operating expenses. Furthermore, Asirvad should receive need-based timely financial support from its parent, MAFIL, in case of any exigency. Nevertheless, the ability to further improve collection efficiency in the coming months to pre-Covid-19 levels will remain a key monitorable.

Analytical Approach

CRISIL has assessed the standalone financial and business risk profiles of Asirvad. CRISIL has factored in the company's strategic importance to, and expectation of strong financial support from, MAFIL.

Key Rating Drivers & Detailed Description

Strengths

*** Expectation of strong support from MAFIL**

The ratings on Asirvad's debt centrally factor in the strategic importance to, and expectation of financial support from, MAFIL. The microfinance segment is strategically important to the Manappuram group, as it is the largest business after gold loans. Asirvad accounted for over 18% of the overall asset mix of MAFIL on a consolidated basis as on September 30, 2020. Since the business is scalable and has been profitable, it should be a key growth driver for the group over the medium term.

MAFIL holds 94.78% equity in Asirvad and has, therefore, infused growth capital in the latter and will continue to do so when required. In fiscal 2019, the parent infused equity of Rs 371 crore. In addition, Mr VP Nandakumar (managing director of MAFIL) and two other directors of MAFIL are on the board of Asirvad. MAFIL will continue to hold a majority stake in Asirvad.

*** Adequate capital position**

The capital position of Asirvad has witnessed substantial improvement owing to capital infusion by the parent. MAFIL infused Rs 371 crore in Asirvad infiscal 2019. Networth and adjusted gearing stood at Rs 1034 crore and 4.8² times, respectively, as on September 30, 2020, against Rs 278 crore and 10.3 times, respectively, as on March 31, 2018. Furthermore, the capital position is supported by healthy internal accrual; in fiscal 2020, Asirvad reported profit of Rs 235 crore against profit of Rs 133 crore the previous fiscal. However, the company reported net loss of Rs 5 crore for the first half of fiscal 2021, primarily because of provision of Rs 157 crore, of which Rs 142 crore was against Covid-19. Gearing should remain around 7 times on a steady-state basis over the medium term. Given that microfinance is the second largest business of MAFIL, the parent is expected to infuse capital at regular intervals to support incremental growth in Asirvad's operations.

*** Above-average earnings historically, albeit moderation on account of higher provisioning in the current fiscal to combat the pandemic**

After reporting losses of Rs 10 crore in fiscal 2018 on account of high provisioning costs, the company reported healthy profit of Rs 133 crore in fiscal 2019 and Rs 235 crore in fiscal 2020. This resulted in return on manages assets (RoMA) of 3.6% in fiscal 2019 and 4.1% in fiscal 2020. However, the company has reported net loss of Rs 5 crore in the first half of fiscal 2021, primarily because of the provision of Rs 157 crore, of which Rs 142 crore was against Covid-19. Consequently, the annualised RoMA was negative at 0.2% in the first half of fiscal 2021. Along with the growth in portfolio, the company has also been able to maintain net interest margin (NIMs) of 7.5-9.5% in the past three fiscals. Operating costs have also benefitted on account of the operating leverage attained with the high growth in portfolio. There has been an increase in the AUM per branch and per district, indicating a ramp-up in portfolio at the same branch costs.

Credit costs increased to 4.7% in the first half of fiscal 2021 compared with 2.6% in fiscal 2020 on account of the company's aggressive provisioning policy. Given the aggressive provisioning implemented by the company in fiscal 2020 as well as first half of current fiscal, profitability is expected to improve by the end of fiscal 2021. Nevertheless, in the near term, Asirvad's ability to manage recoveries to pre-pandemic level would be a key rating sensitivity factor.

Weaknesses

*** Concentration in operations, despite steady reduction, in southern India**

Even as the company had presence in 22 states through 1,024 branches as on September 30, 2020, the southern states accounted for around 37% of the portfolio. However, this concentration has reduced from 49% as on March 31, 2018, and around 63% as on March 31, 2017. Also, the portfolio is well diversified across districts, with the top five districts accounting for only 7.2% of the portfolio as on September 30, 2020. The company is increasing focus towards the eastern and north-eastern states for incremental growth in order to reduce the proportion of portfolio in southern states. Given the increasing pace of growth of the portfolio, the ability to diversify geographically while maintaining stable systems and processes in order to avoid any asset quality pressures will remain

13/2021

Rating Rationale

critical and be a key rating sensitivity factor.

* Moderation in the asset quality

Asset quality improved substantially in fiscal 2019, with 90+ dpd reducing to 0.5% as on March 31, 2019, from 2.3% as on March 31, 2018, and 4.4% as on March 31, 2017. Even as the improvement was aided by write-off of around Rs 180 crore in fiscals 2017 and 2018 and the base effect caused by portfolio growth of over 60% in fiscal 2019, the company has taken steps to strengthen internal processes, such as branch grading based on collection efficiency, end-to-end process notes, zero cash policy at branches and pin code analysis for new branch identification. The company is focused on building a more robust portfolio with customers who have a proven repayment track record. However, in fiscal 2020, asset quality saw some moderation primarily on account of political unrest in Karnataka and floods in several districts, which led to 90+ dpd of 1.8% as on March 31, 2020. This further weakened on account of the pandemic, and the 90+ dpd stood at 2.5% as on September 30, 2020. Asset quality might witness further stress by December 2020 on account of the impact of the lockdown and the income-generating ability of the borrowers being impacted. Management of recoveries to pre-pandemic levels and the ability to correct and maintain asset quality on a steady state basis remains a key monitorable.

* Potential risks from legislative and regulatory changes in the microfinance sector

The microfinance sector has witnessed two major disruptive events in its life cycle of around 15 years. The first one was the Andhra crisis in 2010, and the second was demonetisation in 2016. In addition, the sector has faced issues in several geographies of varying intensity. Promulgation of the ordinance on MFIs by the Government of Andhra Pradesh in 2010 demonstrated their vulnerability to regulatory and legislative risks. The ordinance triggered a chain of events that adversely affected the business models of MFIs by impairing their growth, asset quality, profitability and solvency. Similarly, the sector witnessed a high level of delinquencies post demonetisation and subsequent socio-political events. This indicates the fragility of the business model vis-a-vis external risks. Since the business involves lending to the poor and downtrodden sections of the society, MFIs will remain exposed to socially sensitive factors, including charging high interest rates and, consequently, tighter regulations and legislation.

Liquidity Strong

Asirvad's asset liability maturity (ALM) profile is comfortable, with cumulative positive mismatches across all buckets up to one year as on September 30, 2020. The company had cash and equivalents, including liquid investments, of Rs 1,046 crore as on September 30, 2020. As against this, debt obligation due for servicing over the three months through December 2020 aggregated to Rs 760 crore. In addition, the company had unutilised term loan of Rs 375 crore and Rs 200 crore under PCGS 2.0 as on September 30, 2020. Liquidity is also supported by steady collections over the past 2-3 months, standing at over Rs 350 crore. Liquidity is further cushioned by availability of funding lines of Rs 250 crore from MAFIL, which has not been utilised yet.

Outlook: Stable

CRISIL believes Asirvad will receive strong financial and managerial support from its parent over the medium term, while maintaining adequate capitalisation.

Rating Sensitivity Factors

Upward factors

- * Sustained growth in portfolio, with no state accounting for more than 15% of the overall portfolio while displaying strong asset quality
- * Any change in the name or branding philosophy of Asirvad leading to closer association with MAFIL and consequent higher moral obligation of the parent to support the company
- * Upward revision in the credit rating of MAFIL

Downward factors

- * Downward revision in the credit rating, or change in the support philosophy of, MAFIL
- * Increase in steady-state adjusted gearing to over 7 times coupled with weakening of asset quality.

About the Company

Asirvad, an NBFC microfinance institution, is a majority-owned subsidiary of MAFIL. It was set up by the current managing director, Mr SV Raja Vaidyanathan, in 2007. MAFIL acquired a stake in Asirvad in February 2015, which it subsequently increased to 94.78% as on September 30, 2020. Asirvad had 1,024 branches across 315 districts in 22 states as on September 30, 2020.

Asirvad reported PAT of Rs 235 crore on total income of Rs 1,101 crore in fiscal 2020. The company reported loss of Rs 5 crore in the first half of fiscal 2021 on total income of Rs 523 crore. Loan portfolio outstanding decreased to Rs 4948 crore as on September 30, 2020, from Rs 5488 crore as on March 31, 2020, mainly on account of disbursements being put on hold during the nationwide lockdown to contain the Covid-19 pandemic.

¹Includes off-book borrowings

²Includes off-book borrowings.

Key Financial Indicators

As On/For The Period Ended	Unit	September-2020	March-2020	March-2019
Total managed assets	Rs.Crore	6197	6985	4,558
Total income	Rs.Crore	523	1101	677
Gross NPA	%	2.5	1.8	0.5
Adjusted gearing ¹	Times	4.8	5.4	4.9
Profit after tax	Rs.Crore	-5	235	133
Return on managed assets	%	-0.2	4.1	3.6

¹Includes off-book borrowings



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Rating Rationale

Any other information: Not applicable

Note on complexity levels of the rated instrument:

CRISIL complexity levels are assigned to various types of financial instruments and are included (where applicable) in the Annexure -- Details of Instrument in this Rating Rationale. For more details on the CRISIL complexity levels, please visit www.crisil.com/complexity-levels.

Annexure - Details of Instrument(s)

ISIN	Name of Instrument	Date of Allotment	Coupon Rate (%)	Maturity Date	Issue Size (Rs Crore)	Complexity Levels	Rating Assigned with Outlook
NA	Subordinated debt [^]	NA	NA	NA	10	Complex	CRISIL AA-/Stable
INE516Q08158	Subordinated debt	28-Dec-16	13%	28-Jun-23	15	Complex	CRISIL AA-/Stable
INE516Q08166	Subordinated debt	29-Dec-16	13%	28-Jun-23	50	Complex	CRISIL AA-/Stable
INE516Q08182	Subordinated debt	15-Mar-17	13%	15-Jul-22	35	Complex	CRISIL AA-/Stable
INE516Q08174	Subordinated debt	15-Mar-17	13%	15-Jul-22	15	Complex	CRISIL AA-/Stable
NA	Commercial paper programme	NA	NA	7-365 days	400	Simple	CRISIL A1+
NA	Long-term principal-protected market-linked debentures [^]	NA	NA	NA	25.5	Highly complex	CRISIL PP-MLD AA-r/Stable
INE516Q07259	Long-term principal-protected market-linked debentures	12-Jun-19	LINKED TO 7.26 GSEC 2029	11-Dec-20	24.5	Highly complex	CRISIL PP-MLD AA-r/Stable
NA	Non-convertible debenture [^]	NA	NA	NA	500	Simple	CRISIL AA-/Stable
NA	Non-convertible debenture [^]	NA	NA	NA	300	Simple	CRISIL AA-/Stable
INE516Q07275	Non-convertible debenture	09-Mar-20	11.8	09-Mar-25	70	Simple	CRISIL AA-/Stable
NA	Non-convertible debenture [^]	NA	NA	NA	230	Simple	CRISIL AA-/Stable
NA	Non-convertible debenture [^]	NA	NA	NA	47	Simple	CRISIL AA-/Stable
INE516Q08281	Non-convertible debenture	30-May-19	11.63%	30-May-24	50	Simple	CRISIL AA-/Stable
INE516Q07234	Non-convertible debenture	27-Nov-17	12%	27-Nov-20	200	Simple	CRISIL AA-/Stable
INE516Q07226	Non-convertible debenture	09-Aug-17	12%	09-Aug-23	100	Simple	CRISIL AA-/Stable
INE516Q07242	Non-convertible debenture	27-Nov-17	12%	27-Nov-20	100	Simple	CRISIL AA-/Stable
INE516Q08265	Non-convertible debenture	24-Apr-19	12%	31-Mar-21	250	Simple	CRISIL AA-/Stable
INE516Q08273	Non-convertible debenture	24-May-19	11%	21-May-21	10.0	Simple	CRISIL AA-/Stable
NA	Term loan	NA	NA	28-Feb-21	9.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Jan-21	10.91	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	28-Sep-20	3.89	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Jan-21	5.13	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Mar-21	5.57	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	26-Mar-21	8.01	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	26-Dec-20	8.33	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	20-Dec-20	7.50	NA	CRISIL AA-/Stable

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Rating Rationale

NA	Term loan	NA	NA	16-Aug-20	3.75	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	20-Nov-20	16.66	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Sep-20	6.67	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	21-Sep-20	6.25	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	27-Sep-20	4.76	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	27-Sep-20	7.14	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	22-Oct-20	11.43	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	13-Nov-20	15.24	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	12-Nov-20	17.50	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	29-Jan-21	9.09	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Jan-21	9.09	NA	CRISIL AA-/Stable
NA	Term Loan	NA	NA	19-Feb-21	7.50	NA	CRISIL AA-/Stable
NA	Term Loan	NA	NA	25-Feb-21	7.50	NA	CRISIL AA-/Stable
NA	Term Loan	NA	NA	29-Mar-21	14.29	NA	CRISIL AA-/Stable
NA	Term Loan	NA	NA	30-Mar-21	10.00	NA	CRISIL AA-/Stable
NA	Term Loan	NA	NA	30-Apr-21	10.00	NA	CRISIL AA-/Stable
NA	Term Loan	NA	NA	15-May-21	25.00	NA	CRISIL AA-/Stable
NA	Term Loan	NA	NA	16-May-21	14.29	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	20-May-22	34.31	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	28-May-21	25.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	30-May-21	20.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	03-Jun-21	6.25	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	03-Jun-21	10.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	06-Jun-21	5.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	11-Jun-22	38.89	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Dec-20	15.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	21-Jun-21	5.15	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	29-Jun-21	15.63	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	11-Jul-21	31.25	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	15-Jul-21	5.83	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	11-Jul-21	10.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Jul-21	47.73	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	22-Jul-21	14.38	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Jul-21	128.76	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Aug-21	65.22	NA	CRISIL AA-/Stable

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Rating Rationale

NA	Term loan	NA	NA	28-Nov-22	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	30-Sep-21	18.75	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	21-Oct-22	20.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	24-Oct-20	75.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	24-Oct-20	15.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Oct-21	28.50	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	03-Dec-22	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	27-Dec-21	21.88	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	30-Dec-22	91.67	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Dec-21	25.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Dec-22	30.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Dec-21	43.48	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	29-Jan-22	27.50	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Jan-22	100.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	31-Jan-22	13.13	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	27-Jan-22	18.33	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	30-Jan-22	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	03-Feb-22	45.65	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	07-Feb-23	45.83	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	10-Feb-23	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	28-Feb-22	47.92	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	18-Mar-23	25.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	18-Mar-22	150.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Mar-21	25.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Mar-22	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Feb-23	400.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Mar-22	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	19-Mar-21	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	26-Mar-23	75.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	18-Mar-23	25.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	22-May-23	200.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	21-May-22	50.00	NA	CRISIL AA-/Stable
NA	Term loan	NA	NA	30-June-2022	19.00	NA	CRISIL AA-/Stable

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Rating Rationale

NA	Proposed long-term bank loan facility	NA	NA	NA	780.50	NA	CRISIL AA-/Stable
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^Yet to be issued

Annexure ' Details of Rating Withdrawn

ISIN	Name of Instrument	Date of Allotment	Coupon Rate (%)	Maturity Date	Issue Size (Rs.Crore)	Complexity Levels
INE516Q08224	Non-convertible debenture	22-Jun-18	11%	22-Jun-20	15	Simple
INE516Q08240	Non-convertible debenture	27-Aug-18	LINKED TO SBI MCLR	27-Aug-20	50	Simple

Annexure - Rating History for last 3 Years

Instrument	Type	Current		2020 (History)		2019		2018		2017		Start of 2017
		Outstanding Amount	Rating	Date	Rating	Date	Rating	Date	Rating	Date	Rating	Rating
Commercial Paper	ST	400.00	CRISIL A1+	24-06-20	CRISIL A1+	31-08-19	CRISIL A1+	17-08-18	CRISIL A1+	17-11-17	CRISIL A1+	CRISIL A1+
				14-05-20	CRISIL A1+	10-06-19	CRISIL A1+	04-06-18	CRISIL A1+	28-09-17	CRISIL A1+	
				14-04-20	CRISIL A1+			21-05-18	CRISIL A1+	28-08-17	CRISIL A1+	
				31-03-20	CRISIL A1+			02-05-18	CRISIL A1+	07-08-17	CRISIL A1+	
				06-01-20	CRISIL A1+			13-03-18	CRISIL A1+			
Long Term Principal Protected Market Linked Debentures	LT	50.00 26-11-20	CRISIL PP-MLD AA-r/Stable	24-06-20	CRISIL PP-MLD AA-r/Stable	31-08-19	CRISIL PP-MLD AA-r/Stable		--		--	--
				14-05-20	CRISIL PP-MLD AA-r/Stable	10-06-19	CRISIL PP-MLD A+r/Positive					
				14-04-20	CRISIL PP-MLD AA-r/Stable							
				31-03-20	CRISIL PP-MLD AA-r/Stable							
				06-01-20	CRISIL AA-/Stable							
Non Convertible Debentures	LT	1857.00 26-11-20	CRISIL AA-/Stable	24-06-20	CRISIL AA-/Stable	31-08-19	CRISIL AA-/Stable	17-08-18	CRISIL A+/Positive	17-11-17	CRISIL A+/Stable	CRISIL A+/Stable
				14-05-20	CRISIL AA-/Stable	10-06-19	CRISIL A+/Positive	04-06-18	CRISIL A+/Stable	28-09-17	CRISIL A+/Stable	
				14-04-20	CRISIL AA-/Stable			21-05-18	CRISIL A+/Stable	28-08-17	CRISIL A+/Stable	
				31-03-20	CRISIL AA-/Stable			02-05-18	CRISIL A+/Stable	07-08-17	CRISIL A+/Stable	
				06-01-20	CRISIL AA-/Stable			13-03-18	CRISIL A+/Stable			
Subordinated Debt	LT	125.00 26-11-20	CRISIL AA-/Stable	24-06-20	CRISIL AA-/Stable	31-08-19	CRISIL AA-/Stable	17-08-18	CRISIL A+/Positive	17-11-17	CRISIL A+/Stable	CRISIL A+/Stable
				14-05-20	CRISIL AA-/Stable	10-06-19	CRISIL A+/Positive	04-06-18	CRISIL A+/Stable	28-09-17	CRISIL A+/Stable	
				14-04-20	CRISIL AA-/Stable			21-05-18	CRISIL A+/Stable	28-08-17	CRISIL A+/Stable	
				31-03-20	CRISIL AA-/Stable			02-05-18	CRISIL A+/Stable	07-08-17	CRISIL A+/Stable	
				06-01-20	CRISIL AA-/Stable			13-03-18	CRISIL A+/Stable			
Fund-based Bank Facilities	LT/ST	3500.00	CRISIL AA-/Stable	24-06-20	CRISIL AA-/Stable	31-08-19	CRISIL AA-/Stable	17-08-18	CRISIL A+/Positive	17-11-17	CRISIL A+/Stable	CRISIL A+/Stable
				14-05-20	CRISIL AA-/Stable	10-06-19	CRISIL A+/Positive	04-06-18	CRISIL A+/Stable	28-09-17	CRISIL A+/Stable	
				14-04-20	CRISIL AA-/Stable			21-05-18	CRISIL A+/Stable	28-08-17	CRISIL A+/Stable	
				31-03-20	CRISIL AA-/Stable			02-05-18	CRISIL A+/Stable	07-08-17	CRISIL A+/Stable	

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Rating Rationale

				06-01-20	CRISIL AA-/Stable				13-03-18	CRISIL A+/Stable			
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All amounts are in Rs.Cr.

Annexure - Details of various bank facilities

Current facilities			Previous facilities		
Facility	Amount (Rs.Crore)	Rating	Facility	Amount (Rs.Crore)	Rating
Proposed Long Term Bank Loan Facility	780.5	CRISIL AA-/Stable	Proposed Long Term Bank Loan Facility	799.5	CRISIL AA-/Stable
Term Loan	2719.5	CRISIL AA-/Stable	Term Loan	2700.5	CRISIL AA-/Stable
Total	3500	--	Total	3500	--

Links to related criteria
[CRISILs Bank Loan Ratings - process, scale and default recognition](#)
[Rating Criteria for Finance Companies](#)
[Criteria for Notching up Stand Alone Ratings of Companies based on Parent Support](#)
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Rating Rationale

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Rating Rationale

change in the rating of the subject instrument. For details on CRISIL's use of 'PP-MLD' please refer to the notes to Rating scale for Debt Instruments and Structured Finance Instruments at the following link: www.crisil.com/ratings/credit-rating-scale.html



ANNEXURE II: CONSENT LETTER

IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154



23677/ITSL/OPR/CL/20-21/DEB/1295
February 2, 2021

Asirvad Micro Finance Limited
No.9, 9th Floor, Taj Club House Road
Anna Salai, Chennai – 600002

Kind Attn: Mr. Nikhilesh Jain, AVP- Treasury

Subject: Consent to act as Debenture Trustee for issue of Listed, Unsecured non convertible debentures of Rs. 25 crores (with a green shoe option of Rs. 50 crores)

This is with reference to the email dated February 2, 2021 for appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the issue of Listed, Unsecured Non convertible debentures of Rs. 25 crores (with a green shoe option of Rs. 50 crores) issued/ to be issued by you.

In this connection, we indicate our trusteeship remuneration for the said assignment as follows:

Charge Heads	Terms
Acceptance Fees plus Service Fees	Rs. 35,000/- plus applicable taxes (One-time payment, payable upfront and non-refundable)
Service Charges	Rs. 35,000/- p.a. plus applicable taxes. First such payment would become payable in on the date of execution (DoE) for the pro-rata period from DoE till March 31, 2021; thereafter the Service Charges are payable on an annual basis in advance on 1st April every year till the full repayment and satisfaction of charge by the company. Proportionate annual fees for the last year as well.
Delay Payment Charges	In case the payment of service charges not received within a period of 30 days from the date of the bill, ITSL reserves the right to charge “delayed payment charges” @ 12% p.a. on the outstanding amount.
Out of Pocket Expenses & Statutory Dues	Would be reimbursable on actual basis within 30 days of the claim.
Validity:	This Consent letter is valid for a period of three (3) months from the date of this letter and shall stand automatically cancelled/revoked/withdrawn without any further communication/reference to the Investee Company/ Lender unless otherwise revalidated by us. This Consent Letter shall not be construed as giving rise to any obligation on the part of IDBI Trusteeship Services Ltd. to act as Debenture Trustees unless the Investee Company/ Lender communicates acceptance to IDBI Trusteeship Services Ltd within 3 days from the date of issuance of this letter and the Investee Company/ Lender also executes Trusteeship documents including Security Documents within 30 days from the date of issuance of this letter or such extended time as may be agreed to by IDBI Trusteeship Services Ltd.
Reset Clause	Debenture Trustee shall have the right to reset the above referred charges at a later stage according to the number and times the documents execution take place on expiry of 6 months from the date of the execution of documents as may be mutually agreed upon by the parties.
Any enforcement consequent to the event of default (EOD) would attract separate charges	



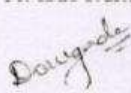
Regd. Office : Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com

IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154



Assure you of our best services at all times.

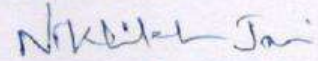
Yours faithfully,
For IDBI Trusteeship Services Limited



(Authorized Signatory)

we accept the above terms
For Asirvad Micro Finance Limited

For ASIRVAD MICROFINANCE LIMITED



Authorized Signatory

(Authorized Signatory)

NOTE: As per recent GST guidelines, ITSL would be required to pay the applicable GST on the amounts / charges payable to us as indicated above. Please note that the Company/ lender would be liable to pay all such charges even in the event of cancellation of the aforesaid transaction. Therefore, no refund of any statutory dues already paid would be made.



IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154



23677/ITSL/OPR/CL/20-21/DEB/1295

February 2, 2021

Asirvad Micro Finance Limited

No.9, 9th Floor, Taj Club House Road
Anna Salai, Chennai – 600002

Kind Attn: Mr. Nikhilesh Jain, AVP- Treasury

Subject: Consent to act as Debenture Trustee for issue of Listed, Unsecured non convertible debentures of Rs. 25 crores (with a green shoe option of Rs. 50 crores)

This is with reference to the email dated February 2, 2021 for appointment of IDBI Trusteeship Services Limited as Debenture Trustee for the issue of Listed, Unsecured Non convertible debentures of Rs. 25 crores (with a green shoe option of Rs. 50 crores) issued/ to be issued by you. In this connection we confirm our acceptance of the assignment.

We are agreeable for inclusion of our name as trustee in the offer document/disclosure document as required subject to the following conditions:

1. The Company shall enter into Written Debenture Trustee Agreement (DTA) for the said issue before the opening of Subscription list for issue of debentures.
2. The Company agrees and undertakes to create the securities over such of its immovable and moveable properties and on such terms and conditions as agreed by the Debenture holders and disclose in the Information Memorandum or Disclosure Document and execute, the Debenture Trust Deed (DTD) and other necessary security documents for each series of debentures as approved by the Debenture Trustee, within a period as agreed by us in the Information Memorandum or Disclosure Document in any case not exceeding Ninety days after the date of allotment of debentures.
3. The Company agrees & undertakes to pay to the Debenture Trustees so long as they hold the office of the Debenture Trustee, remuneration as stated above for their services as Debenture Trustee in addition to all legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other Documents affecting the Security till the monies in respect of the Debentures have been fully paid-off and the requisite formalities for satisfaction of charge in all respects, have been complied with.
4. The Company agrees & undertakes to comply with the provisions of SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, Issuance of Non-Convertible Debentures (Reserve Bank) Directions, 2010, the Companies Act, 1956/the Companies Act, 2013 and the Rules thereunder as amended from time to time and other applicable provisions and agree to furnish to Trustees such information in terms the same on regular basis.
5. Any payment in respect of Debentures required to be made by the Debenture Trustee to a Debenture Holder (who is a FII Entity) at the time of enforcement would, if required by applicable law, be subject to the prior approval of RBI for such remittance through an Authorized Dealer. The Company/Investor shall obtain all such approvals, if required, to ensure prompt and timely payments to the said Debenture Holder. Such remittance shall not exceed total investment (and interest provided for herein) made by the Debenture Holder who is a FII).

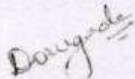


IDBI Trusteeship Services Ltd
CIN : U65991MH2001GOI131154



Looking forward to a fruitful association with you and assuring you of our best services at all times.

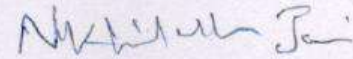
Yours faithfully,
For IDBI Trusteeship Services Limited



(Authorized Signatory)

we accept the above terms
For Asirvad Micro Finance Limited

For ASIRVAD MICROFINANCE LIMITED



(Authorized Signatory)

Regd. Office : Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai - 400 001.
Tel. : 022-4080 7000 • Fax : 022-6631 1776 • Email : itsl@idbitrustee.com • response@idbitrustee.com
Website : www.idbitrustee.com



ANNEXURE III: APPLICATION FORM

ASIRVAD MICROFINANCE LIMITED

A public limited company incorporated under the Companies Act, 1956

Date of Incorporation: August 29, 2007; **CIN:** U65923TN2007PLC064550**Registered Office::** 47, Whites Road, 1st Floor, Deshbandhu Plaza, Royapettah,
Chennai, Tamil Nadu - 600014**Telephone No.:** +91- 044-43510081**Website:** <https://asirvadmicrofinance.co.in/>DEBENTURE SERIES APPLICATION FORM SERIAL NO.

--	--	--	--	--	--	--	--	--	--

ISSUE OF UNSECURED SENIOR RATED, LISTED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF RS. 1,00,000/- (INDIAN RUPEES ONE LAKH) EACH, AGGREGATING OF RS. 75,00,00,000/- (RUPEES SEVENTY-FIVE CRORES ONLY) (Rs. 25,00,00,000/- (Rupees Twenty-Five Crores only) Plus Green Shoe Option of Rs. 50,00,00,000/- (Rupees Fifty Crores) ISSUED ON A FULLY PAID BASIS AND ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

RS...../- (RUPEES (RUPEES), FULLY PAID UP FOR CASH AT PAR TO THE FACE VALUE

DEBENTURE SERIES APPLIED FOR:

Number of Debentures.....In words

Amount Rs.

DETAILS OF PAYMENT:

RTGS/NEFT

No. _____ Drawn on _____

Funds transferred to Asirvad Microfinance Limited

Dated _____

Total Amount Enclosed

(In Figures) _____ (In words) _____

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 () COMPANY () OTHERS () PLEASE SPECIFY

We have read and understood the Terms and Conditions of the issue of Debentures including the Risk Factors described in the Memorandum and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions 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 Disclosure Document 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

(To be filled in by Applicant) SERIAL NO.

--	--	--	--	--	--	--	--	--	--

Received from _____

Address _____

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



ANNEXURE IV: AUDITED FINANCIAL STATEMENTS

Kindly insert Financials of Last Three Years and unaudited financial as on September 30, 2020

Walker Chandio & Co LLP

Walker Chandio & Co LLP
7th Floor, Prestige Polygon,
471, Anna Salai, Teynampet,
Chennai – 600 018
India

T +91 444 2940099
F +91 444 2940044

Independent Auditor's Review Report on Unaudited Half-Yearly Financial Results of the Company Pursuant to the Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended)

To the Board of Directors of Asirvad Microfinance Limited

1. We have reviewed the accompanying statement of unaudited financial results ('the Statement') of Asirvad Microfinance Limited ('the Company') for the half year ended 30 September 2020, being submitted by the Company pursuant to the requirements of Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended), including relevant circulars issued by the SEBI from time to time.
2. This Statement, which is the responsibility of the Company's Management and approved by the Company's Board of Directors, has been prepared in accordance with the recognition and measurement principles laid down in Indian Accounting Standard 34, Interim Financial Reporting ('Ind AS 34'), prescribed under Section 133 of the Companies Act, 2013 ('the Act'), and other accounting principles generally accepted in India and is in compliance with the presentation and disclosure requirements of Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended), including relevant circulars issued by the SEBI from time to time. Our responsibility is to express a conclusion on the Statement based on our review.
3. We conducted our review of the Statement in accordance with the Standard on Review Engagements (SRE) 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity, issued by the Institute of Chartered Accountants of India. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with the Standards on Auditing specified under section 143(10) of the Act, and consequently, does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.
4. Based on our review conducted as above, nothing has come to our attention that causes us to believe that the accompanying Statement prepared in accordance with the recognition and measurement principles laid down in Ind AS 34, prescribed under Section 133 of the Act, and other accounting principles generally accepted in India, has not disclosed the information required to be disclosed in accordance with the requirements of Regulation 52 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended), including the manner in which it is to be disclosed, or that it contains any material misstatement.

W

Chartered Accountants

Offices in Bengaluru, Chandigarh, Chennai, Gurugram, Hyderabad, Kochi, Kolkata, Mumbai, New Delhi, Noida and Pune

Walker Chandio & Co LLP is registered with limited liability with identification number AAC-2085 and its registered office at L-41 Connaught Circus, New Delhi, 110001, India

**Walker Chandiok & Co LLP****Emphasis of matter**

5. We draw attention to note 3 to the accompanying Statements, which describes the uncertainty relating to the effects of Covid-19 pandemic on the Company's operations and the impact on the impairment provision recognized towards the loan assets outstanding as at 30 September 2020.
6. We draw attention to note 4 to the accompanying Statement in relation to the restatement of the comparative financial information relating to securitized assets and direct assignment transactions for the half year ended 30 September 2019 included in the accompanying Statement, in accordance with the requirements of Ind AS 8 – 'Accounting Policies, Changes in Accounting Estimates and Errors'.

Our conclusion is not modified in respect of these matters.

Other matter

7. The review of unaudited financial results for the half year ended 30 September 2019 and audit of financial results for the year ended 31 March 2020 included in the Statement was carried out and reported by Deloitte Haskins & Sells who have expressed unmodified conclusion vide their review report dated 04 November 2019 and unmodified opinion vide their audit report dated 18 May 2020 respectively, whose reports have been furnished to us and which have been relied upon by us for the purpose of our review of the Statement.

Our conclusion is not modified in respect of this matter.

For Walker Chandiok & Co LLP

Chartered Accountants

Firm Registration No: 001076N/N500013

Sumesh E.S

Partner

Membership No. 206931

UDIN: 20206931AAAADY5788

Place: Chennai**Date:** 03 November 2020



Asirvad Microfinance Limited
(Subsidiary of Manappuram Finance Limited)
CIN: U65923TN2007PLC064550
Regd Office: 1st Floor, Deshabandhu Plaza, 47, Whites Road, Chennai - 600014
Statement of unaudited Financial Results for the Half Year Ended 30 September 2020

(in ₹ lakhs, except per equity share data)					
S.No	Particulars	Six months ended 30 September 2020	Corresponding Six months in the previous year 30 September 2019	Year to Date figures for the current period 30 September 2020	Previous year ended 31 March 2020
		Unaudited	Unaudited (Refer note 4)	Unaudited	Audited
(I)	Revenue from Operations				
	(a) Interest income	48,128.25	44,795.94	48,128.25	91,338.06
	(b) Dividend Income	866.46	497.90	866.46	947.06
	(c) Net Gain on derecognition of Financial Instruments under amortised cost category	2,762.42	3,870.62	2,762.42	12,590.98
	(d) Other operating income	82.18	342.06	82.18	629.84
	Total Revenue from Operations	51,839.31	49,506.52	51,839.31	105,505.94
(II)	Other income	457.35	2,250.58	457.35	4,638.46
	Total Revenue (I+II)	52,296.66	51,757.10	52,296.66	110,144.40
(III)	Expenses				
	(a) Finance cost	24,188.94	19,773.52	24,188.94	40,943.86
	(b) Employee benefit expenses	8,455.22	6,926.90	8,455.22	15,015.83
	(c) Depreciation, amortization and impairment	421.39	131.83	421.39	714.45
	(d) Impairment of financial instruments (Also, refer note 3)	15,653.20	2,878.59	15,653.20	14,737.61
	(e) Other expenses	4,287.54	3,803.21	4,287.54	7,702.60
	Total Expenses	53,006.29	33,511.85	53,006.29	79,114.35
(IV)	Profit before tax and Exceptional Item (I + II - III)	(709.63)	18,245.25	(709.63)	31,030.05
(V)	Exceptional item	-	-	-	-
(VI)	Profit before tax (IV- V)	(709.63)	18,245.25	(709.63)	31,030.05
(VII)	Tax Expense	(207.87)	4,695.97	(207.87)	7,497.25
(VIII)	Profit after tax (VI - VII)	(501.76)	13,549.28	(501.76)	23,532.80
(IX)	Other Comprehensive Income				
	(i) Items that will not be reclassified to profit or loss				
	a. Remeasurement gains and (losses) on defined benefit obligations (net)	(7.77)	18.39	(7.77)	(31.06)
	(ii) Income tax relating to items that will not be reclassified to profit or loss	1.96	(4.63)	1.96	7.82
	Total Other Comprehensive Income (i+ii)	(5.81)	13.76	(5.81)	(23.24)
(X)	Total Comprehensive Income for the period/year (VIII + IX)	(507.57)	13,563.04	(507.57)	23,509.56
(XI)	Paid-up equity share capital	5,331.19	5,331.19	5,331.19	5,331.19
(XII)	Reserves excluding Revaluation Reserves as per balance sheet of previous accounting year	Not Applicable	Not Applicable	Not Applicable	98,820.69
(XIII)	Analytical Ratios - Capital Adequacy Ratio	25.69%	21.86%	25.69%	25.37%
(XIV)	Earnings per Share of Rs.10 each				
	- Basic	-0.94	25.42	-0.94	44.14
	- Diluted	-0.94	25.42	-0.94	44.14
		(not annualised)	(not annualised)	(not annualised)	(annualised)
(XV)	Debt Equity Ratio	4.01	3.86	4.01	4.33
(XVI)	Networth	103,436.61	94,006.03	103,436.61	103,951.88





Asirvad Microfinance Limited
(Subsidiary of Manappuram Finance Limited)
CIN: U65923TN2007PLC064550
Regd Office: 1st Floor, Deshabandhu Plaza, 47, Whites Road, Chennai - 600014
Statement of unaudited Financial Results for the Half Year Ended 30 September 2020

Notes :

1) Statement Of Assets And Liabilities As At 30 September 2020

		(Amount Rs.in Lakhs)	
S.No	Particulars	As at 30 September 2020	As at 31 March 2020
I	ASSETS		
1	Financial assets		
	(a) Cash and cash equivalents	99,598.85	120,074.44
	(b) Bank Balance other than (a) above	22,992.75	20,229.57
	(c) Loans	391,010.36	434,327.51
	(d) Loans given to staff - at amortised cost	81.78	102.30
	(e) Investments	5.00	5.00
	(f) Other Financial assets	11,168.14	9,610.88
2	Non-financial Assets		
	(a) Current tax assets (net)	-	1,544.24
	(b) Deferred tax assets (net)	7,595.65	3,424.70
	(c) Investment Property	8.64	8.64
	(d) Property, Plant and Equipment	568.71	791.75
	(e) Intangible assets	658.31	716.43
	(f) Intangible assets under development	183.50	-
	(g) Other non financial assets	1,019.91	410.09
	Total assets	534,901.60	591,245.55
II	LIABILITIES AND EQUITY		
1	Financial Liabilities		
	(a) Trade Payables		
	(i) total outstanding dues of micro enterprises and small enterprises	-	-
	(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	2,689.51	2,186.79
	(b) Debt Securities	80,851.00	59,652.24
	(c) Borrowings (other than debt security)	322,355.47	378,778.83
	(d) Subordinated Liabilities	11,980.09	11,633.90
	(e) Other Financial liabilities	8,772.63	3,962.12
2	Non-financial Liabilities		
	(a) Current tax liabilities (net)	1,037.96	-
	(b) Provisions	532.45	374.31
	(c) Other non-financial liabilities	3,245.88	30,705.48
3	Equity		
	(a) Equity share capital	5,331.19	5,331.19
	(b) Other equity	98,105.42	98,620.69
	Total Liabilities and Equity	534,901.60	591,245.55

2) The above statement of unaudited financial results were reviewed by the audit committee and recommended for approval and approved by the Board of Directors at their meeting held on 03 November 2020.

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Asirvad Microfinance Limited Balance Sheet as at 31 March 2020				
Particulars	Note No.	As at 31 March 2020	As at 31 March 2019	As at 01 April 2018 (Refer Note 48)
		Amount Rs.in Lakhs	Amount Rs.in Lakhs	Amount Rs.in Lakhs
I ASSETS				
1 Financial assets				
(a) Cash and cash equivalents	5	1,19,951.77	52,590.02	19,026.25
(b) Bank Balance other than (a) above	6	19,112.17	16,224.19	8,570.44
(c) Loans	7	4,34,327.51	3,49,904.85	2,35,209.72
(d) Loans given to staff - at amortised cost	7(a)	102.30	80.41	53.46
(e) Investments	8	5.00	5.00	5.00
(f) Other Financial assets	9	10,862.11	3,918.54	1,721.18
2 Non-financial Assets				
(a) Current tax assets (net)	10	1,544.24	1,466.86	817.43
(b) Deferred tax assets (net)	11	3,424.70	1,081.58	4,288.50
(c) Investment Property	12 (a)	8.64	8.64	8.64
(d) Property, Plant and Equipment	12 (b)	791.75	205.14	625.88
(e) Intangible assets	12 (c)	716.43	21.23	73.34
(f) Other non financial assets	13	398.93	259.33	166.39
Total assets		5,91,245.55	4,25,765.79	2,70,563.22
II LIABILITIES AND EQUITY				
1 Financial Liabilities				
(a) Other Payables				
(i) total outstanding dues of micro enterprises and small enterprises	14	2,186.79	1,656.06	1,035.90
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises				
(b) Debt Securities	15	59,652.24	78,537.03	61,998.17
(c) Borrowings (other than debt security)	16	3,78,778.83	2,51,853.43	1,66,672.21
(d) Subordinated Liabilities	17	11,633.90	11,414.15	11,407.06
(e) Other Financial liabilities	18	3,962.12	887.00	525.57
2 Non-financial Liabilities				
(a) Provisions	19	374.31	236.48	184.29
(b) Other non-financial liabilities	20	30,705.48	739.78	576.25
3 Equity				
(a) Equity share capital	21	5,331.19	5,331.19	5,207.47
(b) Other equity	22	98,620.65	75,110.67	24,956.29
		5,91,245.55	4,25,765.79	2,70,563.22

See accompanying notes forming part of the financial statements

In terms of our report of even date attached
For **Deloitte Haskins & Sells**
Chartered Accountant

Ananthi
Ananthi Amarnath
Partner

Place : Chennai
Date : 18 May 2020

For and on behalf of the Board of Directors of Asirvad Microfinance Limited

V P Nandakumar
V P Nandakumar
Chairman
(DIN No.00044512)

S V Raja Vaidyanathan
S V Raja Vaidyanathan
Managing Director
(DIN No.01467098)

Yogesh Rtnakar
Yogesh Rtnakar
Udholi
Chief Financial Officer

Anup Gupta
Anup Gupta
Company Secretary

Place : Chennai
Date : 12 May 2020





Asirvad Microfinance Limited Statement of Profit and Loss for the year ended 31 March 2020				
Particulars		Note No.	For the Year Ended 31 March 2020	For the Year Ended 31 March 2019
			Amount Rs.in Lakhs	Amount Rs.in Lakhs
I Revenue from operations				
Interest Income	23		91,338.06	64,068.19
Net Gain on derecognition of Financial Instruments	23 (a)		12,590.98	2,957.18
under amortised cost category	23 (b)		947.06	507.64
Dividend Income	24		629.84	1,157.47
Other operating income				
Total (I)			1,05,505.94	68,690.48
II Other Income	25		4,638.46	5,354.18
			1,10,144.40	74,044.66
III Total Income (I + II)				
IV Expenses				
Finance cost	26		40,943.86	29,894.67
Impairment of financial instruments	27		9,234.97	2,841.96
Employee benefit expenses	28		15,015.83	11,348.19
Depreciation, amortization and impairment	12		714.45	588.50
Other expenses	29		7,702.60	6,301.11
Total Expenses (IV)			73,611.71	50,974.43
V Profit before Exceptional Items and tax (III - IV)			36,532.69	23,070.23
VI Exceptional Items	27		5,502.64	
			31,030.05	23,070.23
VII Profit before tax (V - VI)				
VIII Tax Expense:				
(1) Current tax	11.1		9,832.60	4,711.00
(2) Deferred tax	11.1		(2,335.35)	3,195.46
			23,532.80	15,163.77
IX Profit for the year (VII - VIII)				
X Other Comprehensive Income	22			
A (i) Items that will not be reclassified to profit or loss:				
Remeasurement gains and (losses) on defined benefit obligations (net)			(31.06)	32.71
(ii) Income tax relating to items that will not be reclassified to profit or loss	11.1		7.82	(11.40)
			(23.24)	21.25
XI Total Comprehensive Income for the year (IX + X)			23,509.56	15,185.02
XII Earnings per equity share of Rs. 10 each	31			
- Basic (Rs.)			44.14	35.8
- Diluted (Rs.)			44.14	35.8

See accompanying notes forming part of the financial statements

In terms of our report of even date attached
For **Deloitte Haskins & Sells**
Chartered Accountant

Ananthi
Ananthi Amarnath
Partner

Place : Chennai
Date : 18 May 2020

For and on behalf of the Board of Directors of Asirvad
Microfinance Limited

V P Nandakumar
V P Nandakumar
Chairman
(DIN No.030445127)

S V Raja Vaidyanathan
S V Raja Vaidyanathan
Managing Director
(DIN No.01467098)

Yogesh Ratnakar
Yogesh Ratnakar
Chief Financial Officer

Anup Gupta
Anup Gupta
Company Secretary

Place : Chennai
Date : 12 May 2020



Asirvad Microfinance Limited Statement of Cash Flow for the year ended 31 March 2020		
Particulars	For the Year Ended 31 March 2020	For the Year Ended 31 March 2019
	Amount Rs.in Lakhs	Amount Rs.in Lakhs
A. Cash flow from Operating Activities		
Profit After Tax	23,532.80	15,163.77
Adjustments for:		
Depreciation/ Amortisation	714.45	588.50
Tax Expenses	7,497.25	7,906.46
Provision for Receivables under Financing Activity (Net)	14,737.61	2,841.96
Provision for Insurance claim receivable	86.31	273.12
Loss on Sale of Fixed Assets (Net)	(1.36)	2.20
Dividend Income	947.06	507.64
Finance Cost	40,943.86	29,894.67
Interest on Deposits	(1,968.94)	(1,381.03)
Operating Profit before Working Capital Changes	86,489.04	55,797.29
Changes in Working Capital:		
Adjustments for (increase) / decrease in operating assets:		
Bank Balance other than cash and cash equivalents	(2,887.98)	(7,653.75)
Receivables under Financing Activity	(99,160.27)	(1,17,537.09)
Loans given to staff	(21.89)	(26.96)
Other financial Assets	(6,409.72)	(2,082.47)
Other non financial assets	(135.29)	(108.03)
Adjustments for increase / (decrease) in Operating Liabilities:		
Trade Payables	530.73	620.16
Other financial Liabilities	2,957.75	121.02
Other non financial Liabilities	29,965.70	163.53
Other Provisions	141.29	52.19
Cash Flow Generated from / (used in) Operations	11,469.36	(70,654.11)
Interest Income on Deposits	1,435.09	1,280.53
Net cash flow Generated from / (used in) operations	12,904.45	(69,373.59)
Net Income Tax Paid	(9,910.00)	(5,360.43)
Net Cash Generated from / (used in) in Operating Activities	2,994.45	(74,734.02)
B. Cash flow from Investing Activities		
Proceeds from Sale of Fixed Assets	8.50	163.19
Capital Expenditure on Fixed Assets (including Capital Advances)	(2,010.63)	(275.84)
Dividend received	(947.06)	(507.64)
Net Cash Flow Generated (used in) from Investing Activities	(2,949.19)	(620.29)
C. Cash flow from Financing Activities		
Proceeds from Long-Term Borrowings-Term Loans	3,02,829.30	96,100.00
Repayment of Long-Term Borrowings-Term Loans	(1,16,935.69)	(97,342.70)
Interest paid on Term loans	(20,981.08)	(15,379.62)
Prepaid Processing Charges	(297.20)	222.35
Proceeds from Long-Term Borrowings-Debentures (net)	32,299.00	34,500.00
Repayment of Long-Term Borrowings-Debentures (net)	(47,283.00)	(21,997.00)
Interest paid on Debentures	(9,863.24)	(10,303.55)
Proceeds from securitisation borrowings	58,987.62	1,41,280.16
Repayment of securitisation borrowings	(1,18,053.81)	(54,961.51)
Interest paid on securitisation	(8,956.58)	(2,757.85)
Prepaid Processing Charges	(118.42)	83.09
Proceeds from Short-Term Borrowings - CP	21,973.42	31,000.00
Repayment of Short-Term Borrowings - CP	(24,644.92)	(27,522.25)
Repayment of Short-Term Borrowings - Cash Credit	(0.28)	0.28
Payments towards Finance Lease	(8.98)	(86.53)
Proceeds from Issue of Equity Shares	-	37,085.59
Other Interest and charges paid	(1,120.65)	(1,092.18)
Net Cash Flow Generated from Financing Activities	67,316.49	1,08,918.08
Net increase in Cash and cash equivalents (A+B+C)	67,361.75	33,563.77
Cash and cash equivalents at the beginning of the year	52,590.02	19,026.25
Cash and Cash Equivalents at the end of the year	1,19,951.77	52,590.02





Asirvad Microfinance Limited Statement of Cash Flow for the year ended 31 March 2020		
See accompanying notes forming part of the financial statements		
In terms of our report of even date attached For Deloitte Haskins & Sells Chartered Accountant	For and on behalf of the Board of Directors of Asirvad Microfinance Limited	
Ananthi Amarnath Partner Place : Chennai Date : 18 May 2020	V P Nandakumar Chairman (DIN No.00044512)	S V Raja Vaidyanathan Managing Director (DIN No.01467098)
	Yogesh Ratnakar Udhoji Chief Financial Officer Place : Chennai Date : 12 May 2020	Anup Gupta Company Secretary



Asirvad Microfinance Limited
Balance Sheet as at 31 March 2019

Particulars	Note No.	As at 31 March 2019	As at 31 March 2018	As at 1 April 2017
		Amount Rs.in Lakhs	Amount Rs.in Lakhs	Amount Rs.in Lakhs
I ASSETS				
1 Financial assets				
(a) Cash and cash equivalents	5	52,590.02	19,026.25	10,091.98
(b) Bank Balances other than (a) above	6	16,224.19	8,570.44	6,824.39
(c) Loans	7	232,235.30	203,461.22	162,811.38
(d) Loans given to staff - at amortised cost		80.41	53.46	28.68
(e) Investments	8	5.00	5.00	5.00
(f) Other Financial assets	9	3,328.95	2,174.76	1,172.59
2 Non-financial Assets				
(a) Current tax assets (net)	10	1,466.86	817.43	-
(b) Deferred tax assets (net)	11	2,261.20	4,444.65	3,936.73
(c) Investment Property		8.64	8.64	8.64
(d) Property, Plant and Equipment	12 (a)	205.14	628.88	551.68
(e) Intangible assets	12 (b)	21.23	73.34	7.01
(f) Other non financial assets	13	310.85	160.39	108.14
Total assets		308 737.79	239 424.46	185 546.22
II LIABILITIES AND EQUITY				
1 Financial Liabilities				
(a) Other Payables				
(i) total outstanding dues of micro enterprises and small enterprises		-	-	-
(ii) total outstanding dues of creditors other than micro enterprises and small enterprises	14	1,056.06	1,035.90	835.11
(b) Debt Securities	15	78,537.03	61,998.17	43,310.74
(c) Borrowings (other than debt securities)	16	133,699.47	134,836.90	105,309.81
(d) Subordinated Liabilities	17	11,414.15	11,407.06	11,412.46
(e) Other Financial liabilities	18	4,209.10	1,512.82	398.83
2 Non-financial Liabilities				
(a) Provisions	19	236.48	184.29	567.10
(b) Other non-financial liabilities	20	739.78	576.25	473.46
3 Equity				
(a) Equity share capital	21	5,331.19	3,207.49	2,627.66
(b) Other equity	22	72,914.53	24,665.58	20,611.05
		308 737.79	239 424.46	185 546.22

See accompanying notes forming part of the financial statements
In terms of our report of even date attached

For Deloitte Haskins & Sells
Chartered Accountants

S Sundaresan
Partner

Place : Chennai

Date : 13 May 2019

For and on behalf of the Board of Directors of Asirvad Micro finance Limited

V P Nandakumar
Chairman
(DIN No.00044512)

Mayank Shyam Thakur
Chief Financial Officer

S V Raja Vaidyanathan
Managing Director
(DIN No.01467098)

Anup Gupta
Company Secretary



Asirvad Microfinance Limited

Statement of Profit and Loss for the year ended 31 March 2019

Particulars		Note No	For the Year Ended 31 March 2019 (Amount Rs.in Lakhs)	For the Year Ended 31 March 2018 (Amount Rs.in Lakhs)
I	Revenue from operations			
	Interest income	23	60,660.71	43,571.27
	Other operating income	24	1,157.47	280.61
	Total (I)		61,818.18	43,851.88
II	Other Income		5,906.82	3,107.32
III	Total Income (I + II)		67,725.00	46,959.20
IV	Expenses			
	Finance cost	26	27,344.95	21,318.20
	Impairment of financial instruments	27	1,977.89	12,427.67
	Employee benefit expenses	28	11,348.19	9,252.10
	Depreciation, amortization and impairment	12	588.50	635.94
	Other expenses	29	6,324.11	4,773.43
	Total Expenses (IV)		47,583.64	48,407.34
V	Profit/(loss) before tax (III - IV)		20,141.36	(1,448.14)
VI	Tax Expense:	11.1		
	(1) Current tax		4,711.00	
	(2) Deferred tax		2,171.99	(519.64)
VII	Profit / (loss) for the year (V - VI)		13,258.37	(928.50)
VIII	Other Comprehensive Income			
A	(i) Items that will not be classified to profit or loss: Remeasurement gains and (losses) on defined benefit obligations (net)	11.1	32.71	33.55
	(ii) Income tax relating to items that will not be reclassified to profit or loss		(11.46)	(11.72)
	Other Comprehensive Income		21.25	21.83
IX	Total Comprehensive Income for the year (VII + VIII)		13,279.62	(906.67)
X	Earnings per equity share	31		
	- Basic (Rs.)		31.35	(3.33)
	- Diluted (Rs.)		31.35	(3.33)

See accompanying notes forming part of the financial statements
In terms of our report of even date attached

For and on behalf of the Board of Directors of Asirvad Micro finance Limited

For Deloitte Haskins & Sells
Chartered Accountants

S Sundaresan
Partner

Place : Chennai
Date : 13 May 2019

V P Nandakumar
Chairman
(DIN No.00044512)

Mayank Shyam Thatte
Chief Financial Officer

S V Raja Vaidyanathan
Managing Director
(DIN No.01467098)

Anup Gupta
Company Secretary



Asirvad Microfinance Limited

Statement of Cash flows

Particulars	For the Year Ended 31 March 2019	For the Year Ended 31 March 2018
	Amount Rs.in Lakhs	Amount Rs.in Lakhs
A Cash flow from Operating Activities		
Profit/(Loss) After Tax	13,258.37	(928.50)
Adjustments for:		
Depreciation/ Amortisation	588.50	635.94
Tax Expenses	6,882.99	(519.64)
Provision for Receivables under Financing Activity (Net)	1,977.89	12,427.67
Reversal of Provision for Credit enhancements on assets under financing activity	-	(6.92)
Loss on Sale of Fixed Assets (Net)	2.21	5.07
Dividend Income	(507.64)	(195.94)
Finance Cost	27,344.95	21,318.20
Interest on Deposits	(1,381.03)	(584.62)
Income from Securitisation of Receivables	(6,724.05)	(2,150.05)
Operating Profit before Working Capital Changes	41,442.19	30,001.21
Changes in Working Capital:		
Adjustments for (increase) / decrease in operating assets:		
Receivables under Financing Activity	(38,924.99)	(54,802.02)
Loans given to staff	(26.95)	(24.78)
Other financial Assets	(1,071.93)	(915.73)
Other non financial assets	(159.55)	(104.05)
Adjustments for increase / (decrease) in Operating Liabilities:		
Trade Payables	620.16	200.79
Other financial Liabilities	2,696.28	1,113.99
Other non financial Liabilities	163.53	102.79
Other Provisions	52.19	37.77
Cash Flow Generated from/(used in) Operations	4,790.93	(24,390.03)
Income Received in Advance (Securitization)	6,724.05	2,150.05
Interest Income on Deposits	1,280.53	479.94
Net cash flow from/(used in) operations	12,795.51	(21,760.04)
Net Income Tax Paid	(5,360.43)	(1,238.01)
Net Cash flows from/(used in) Operating Activities	7,435.08	(22,998.05)
B. Cash flow from Investing Activities		
Proceeds from Sale of Fixed Assets	163.18	119.24
Capital Expenditure on Fixed Assets (including Capital Advances)	(287.13)	(846.27)
Dividend received	507.64	195.94
Net Cash Flow Generated from/(used in) Investing Activities	383.69	(531.09)
C. Cash flow from Financing Activities		
Proceeds from Long-Term Borrowings-Term Loans (net)	(646.85)	31,910.34
Interest paid on Term loans	(15,379.82)	(12,675.48)
Prepaid Processing Charges	222.35	(26.65)
Proceeds from Long-Term Borrowings-Debentures (net)	12,593.00	16,684.67
Interest paid on Debentures	(10,303.55)	(7,235.06)
Prepaid Processing Charges	83.09	31.42
Proceeds from Short-Term Borrowings - CP	3,477.75	1,483.96
Repayment of Short-Term Borrowings - Cash Credit	0.28	(2,499.17)
Proceeds from Finance Lease	(86.53)	2.82
Proceeds from Issue of Equity Shares	37,085.59	5,528.02
Other Interest and charges paid	(1,300.31)	(741.46)
Net Cash Flow from Financing Activities	25,745.00	32,463.41
Net increase in Cash and cash equivalents (A+B+C)	33,563.77	8,934.27
Cash and cash equivalents at the beginning of the year	19,026.25	10,091.98
Cash and Cash Equivalents at the end of the year	52,590.02	19,026.25



Asirvad Microfinance Limited

Statement of Cash flows

Particulars	For the Year Ended 31 March 2019	For the Year Ended 31 March 2018
	Amount Rs.in Lakhs	Amount Rs.in Lakhs
Reconciliation of Cash and cash equivalents with the Balance Sheet: Cash and cash equivalents as per balance sheet (Refer note 5)	52,590.02	19,026.25
	52,590.02	19,026.25

See accompanying notes forming part of the financial statements

In terms of our report of even date attached

For and on behalf of the Board of Directors of Asirvad Micro finance Limited

For Deloitte Haskins & Sells
Chartered Accountants

S Sundaresan
Partner

Place : Chennai

Date : 13 May 2019

V P Nandakumar

Chairman

(DIN No.00044512)

MayankShyamThatte

Chief Financial Officer

S V Raja Vaidyanathan

Managing Director

(DIN No.01467098)

Anup Gupta

Company Secretary

Eleventh Annual Report 2017-18

Asirvad Microfinance Limited
Balance Sheet as at 31 March 2018

Particulars	Note No.	As at 31 March 2018 Amount in Rs.	As at 31 March 2017 Amount in Rs.
A EQUITY AND LIABILITIES			
1 Shareholders' funds			
(a) Share Capital	3	320,748,600	262,766,360
(b) Reserves and Surplus	4	2,552,867,590	2,381,056,646
		<u>2,873,616,190</u>	<u>2,643,823,006</u>
2 Non-Current Liabilities			
(a) Long-Term Borrowings	5	10,987,057,866	9,635,752,818
(b) Long-Term Provisions	9 (i)	55,716,284	90,868,196
		<u>11,042,774,150</u>	<u>9,726,621,014</u>
3 Current Liabilities			
(a) Short - Term Borrowings	6	150,000,000	249,916,864
(b) Trade Payables	7	-	-
Total outstanding dues of micro enterprises and small enterprises		-	-
Total outstanding dues of creditors other than micro enterprises and small enterprises		103,585,795	83,514,875
(c) Other Current Liabilities	8	10,175,660,747	6,381,485,453
(d) Short-Term Provisions	9 (ii)	679,496,471	534,141,079
		<u>11,108,743,013</u>	<u>7,249,058,271</u>
TOTAL		<u>25,025,133,353</u>	<u>19,619,502,291</u>
B ASSETS			
1 Non-Current Assets			
(a) Fixed Assets	10		
(i) Tangible Assets		63,750,679	56,033,694
(ii) Intangible Assets		3,310,482	700,837
(iii) Intangible Assets under development		4,023,546	-
		<u>71,084,707</u>	<u>56,734,531</u>
(b) Non-Current Investments	11	500,000	500,000
(c) Deferred Tax Assets (net)	12	398,103,900	221,813,571
(d) Receivables under Financing Activity	15.2	1,210,119,584	2,397,399,748
(e) Long-Term Loans and Advances	13	86,315,996	8,458,754
(f) Other Non-Current Assets	14	331,492,438	434,722,241
		<u>2,026,531,918</u>	<u>3,062,894,314</u>
2 Current Assets			
(a) Receivables under Financing Activity	15.1	19,945,308,815	14,866,471,284
(b) Cash and Bank Balances	16	2,498,349,782	1,339,119,096
(c) Short-Term Loans and Advances	17	39,800,921	35,684,737
(d) Other Current Assets	18	444,057,210	258,598,329
		<u>22,927,516,728</u>	<u>16,499,873,446</u>
TOTAL		<u>25,025,133,353</u>	<u>19,619,502,291</u>

See accompanying notes forming part of the financial statements

In terms of our report attached.

For Deloitte Haskins & Sells
Chartered Accountants

For and on behalf of the Board of Directors

V P Nandakumar
Chairman
(DIN No.00044512)S V Raja Vaidyanathan
Managing Director
(DIN No.01467098)S Sundaresan
PartnerMayank Shyam Thatte
Chief Financial OfficerSimi S S
Company SecretaryPlace : Valapad
Date : 15 May 2018

Eleventh Annual Report 2017-18

Asirvad Microfinance Limited
Statement of Profit and Loss for the year ended 31 March 2018

Particulars	Note No.	For the year ended 31 March 2018 Amount in Rs	For the year ended 31 March 2017 Amount in Rs.
I. Income			
Revenue from Operations	19	4,372,550,819	3,428,231,385
Other Income	20	310,731,745	205,966,099
Total (I)		4,683,282,564	3,634,197,484
II. Expenditure			
Finance Costs	21	2,138,411,489	1,542,726,236
Employee Benefit Expenses	22	920,089,306	650,943,514
Depreciation and Amortisation Expense	10	63,593,716	41,561,604
Provision and Other Losses	23	1,583,145,329	522,163,062
Other Expenses	24	477,342,565	353,725,652
Total (II)		5,182,582,405	3,111,120,068
III. (Loss)/Profit Before Tax (I-II)		(499,299,841)	523,077,416
IV. Tax Expenses			
(a) Tax Expense for Current Year		-	359,000,000
(b) Deferred Tax	12	(176,290,329)	(179,240,578)
Net Tax Expense		(176,290,329)	179,759,422
V. (Loss)/Profit for the Year (III-IV)		(323,009,512)	343,317,994
Earnings per share (of Rs.10/- each):			
- Basic	30	(11.59)	13.07
- Diluted		(11.59)	13.07

See accompanying notes forming part of the financial statements

In terms of our report attached.

For Deloitte Haskins & Sells
Chartered Accountants

For and on behalf of the Board of Directors

V P Nandakumar
Chairman
(DIN No.00044512)S V Raja Vaidyanathan
Managing Director
(DIN No.01467098)S Sundaresan
PartnerMayank Shyam Thatte
Chief Financial OfficerSimi S S
Company SecretaryPlace : Valapad
Date : 15 May 2018

Eleventh Annual Report 2017-18

Asirvad Microfinance Limited
Cash Flow Statement for the year ended 31 March 2018

Particulars	For the year ended 31 March 2018 Amount in Rs	For the year ended 31 March 2017 Amount in Rs.
A. Cash flow from Operating Activities		
(Loss)/Profit Before Tax	(499,299,841)	523,077,416
Adjustments for:		
Depreciation / Amortisation	63,593,716	41,561,604
Provision for Receivables under Financing Activity (Net)	148,127,653	479,768,642
Reversal of Provision for Credit enhancements on assets under financing activity	(692,314)	(13,086,511)
Loss Assets Written off	1,435,017,676	42,394,420
Loss on Sale of Fixed Assets (Net)	507,499	-
Dividend Income	(19,593,956)	(11,856,409)
Interest on Deposits	(58,461,614)	(49,099,463)
Income from Securitisation of Receivables	(221,568,912)	(158,762,303)
Operating Profit before Working Capital Changes	847,629,907	853,997,396
Changes in Working Capital:		
Adjustments for (increase) / decrease in operating assets:		
Receivables under Financing Activity	(6,441,220,652)	(8,058,492,489)
Short-Term Loans and Advances	(4,116,184)	(13,103,180)
Long Term Loans and Advances	1,680,603	(2,412,344)
Other Current Assets	(98,092,542)	(26,665,170)
Other Non-Current Assets	5,952,580	(35,395,754)
Securitisation of Assets (net)	2,478,842,610	(635,806,984)
Margin Money Deposits with Banks and Others	(174,605,116)	(228,942,421)
Adjustments for increase / (decrease) in Operating Liabilities:		
Trade Payables	20,070,920	47,862,274
Other Current Liabilities	290,143,733	16,415,533
Short-Term Provisions	(1,432,365,090)	(41,121,266)
Long-Term Provisions	1,816,905	7,704,762
Cash Flow Generated used in Operations	(4,504,262,326)	(8,115,959,643)
Income Received in Advance (Securitization)	221,568,912	157,692,872
Interest Income on Deposits	47,993,658	27,990,298
Net cash flow used in operations	(4,234,699,756)	(7,930,276,473)
Net Income Tax Paid	(123,801,116)	(320,569,951)
Net Cash from Operating Activities	(4,358,500,872)	(8,250,846,424)



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Asirvad Microfinance Limited

Cash Flow Statement for the year ended 31 March 2018

Particulars	For the year ended 31 March 2018 Amount in Rs	For the year ended 31 March 2017 Amount in Rs.
B. Cash flow from Investing Activities		
Proceeds from Sale of Fixed Assets	11,352,651	41,531
Capital Expenditure on Fixed Assets (including Capital Advances)	(87,242,121)	(65,106,042)
Proceeds from Sale of Current Investments	-	250,083,708
Dividend Received	19,593,956	11,856,409
Net Cash Flow Generated (used in)/from Investing Activities	(56,295,514)	196,875,606
C. Cash flow from Financing Activities		
Proceeds from Long-Term Borrowings-Term Loans (net)	3,186,587,565	4,184,413,922
Proceeds from Long-Term Borrowings-Debentures (net)	1,668,466,669	3,810,116,755
Proceeds from Short-Term Borrowings - CP & Cash Credit	(99,916,864)	249,916,864
Proceeds from Finance Lease	282,375	8,288,959
Proceeds from Issue of Equity Shares	552,802,696	-
Net Cash Flow from Financing Activities	5,308,222,441	8,252,736,500
Net increase in Cash and cash equivalents (A+B+C)	893,426,055	198,765,683
Cash and cash equivalents at the beginning of the year	1,009,198,165	810,432,482
Cash and Cash Equivalents at the end of the year	1,902,624,220	1,009,198,165
Reconciliation of Cash and cash equivalents with the Balance Sheet:		
Cash and cash equivalents as per balance sheet (Refer note 16)	2,498,349,782	1,339,119,096
Less: Bank Balances not considered as cash and cash equivalents as defined in AS 3 Cash flow statements		
Balances held as margin money or security against borrowings, guarantees and other commitments	595,725,562	329,920,931
	1,902,624,220	1,009,198,165

See accompanying notes forming part of the financial statements

In terms of our report attached.

For Deloitte Haskins & Sells
Chartered Accountants

For and on behalf of the Board of Directors

V P Nandakumar
Chairman
(DIN No.00044512)S V Raja Vaidyanathan
Managing Director
(DIN No.01467098)S Sundaresan
PartnerMayank Shyam Thatte
Chief Financial OfficerSimi S S
Company SecretaryPlace : Valapad
Date : 15 May 2018



Corporate Office:
9th & 10th Floor, Door No.9
Club House Road,
Anna Salai, Chennai – 600 002.
T: 044 4212 4493

CERTIFIED TRUE COPY OF THE EXTRACTS OF THE MINUTES OF THE ANNUAL GENERAL MEETING OF THE MEMBERS OF ASIRVAD MICRO FINANCE LIMITED HELD ON TUESDAY, THE 25TH DAY OF AUGUST, 2020 THROUGH VIDEO CONFERENCING AT 10.00 A.M.

OFFER OR INVITE SUBSCRIPTION FOR NON-CONVERTIBLE DEBENTURES (NCDS) AND COMMERCIAL PAPER (CPS)

“RESOLVED THAT pursuant to section 42, 71 and all other applicable provisions of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014 and other applicable rules under the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof, for the time being in force) and the provisions of the Issuance of Non-Convertible Debentures (Reserve Bank) Directions, 2010 (as amended from time to time) issued by the Reserve Bank of India (NCD Directions), the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 (as amended from time to time) (Debt Listing Regulations), such other circulars as may be issued with respect to commercial papers and in accordance with the Memorandum of Association and Articles of Association of the Company, and listing agreements entered or to be entered into with BSE Limited and / or NSE (Stock Exchange) where the non-convertible debentures as well as commercial papers of the Company are proposed to be listed, and subject to such other approvals, consents, sanctions, permissions as may be necessary from the Securities and Exchange Board of India (SEBI), the Stock Exchanges, all other appropriate statutory and regulatory authorities, the approval of Members be and are hereby accorded to the Board of Directors of the Company (hereinafter refereed as “the Board” which term shall be deemed to include any Committee thereof) to offer or invite/ issue subscriptions for all kinds and types of Non-Convertible Debentures (NCDs) up to an amount not exceeding Rs.3,000.00 Crore (Rupees Three Thousand Crore Only) and Commercial Papers up to an amount not exceeding Rs.1000.00 crore (Rupees One Thousand Crore only) on Private Placement basis, in one or more tranches, on such terms and conditions as the Board of Directors (which shall be

Regd.Office: Ist Floor, Deshabandu Plaza 47, Whites Road, Chennai – 600 014
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deemed to include Borrowing & Securities Allotment Committee of the Board or any other committee which may be constituted/ authorized for this purpose) may, from time to time, determine and consider proper and most beneficial to the Company.”

“RESOLVED FURTHER THAT these borrowings shall be within the overall borrowing limit of Rs.7,500 Crores (Rupees Seven Thousand Five Hundred Crore Only)”.

“RESOLVED FURTHER THAT the Board of Directors be and is hereby instructed to act upon this resolution within a period of 12 months from the date of approval and that any directors be and is hereby authorized to take such steps as may be necessary to give effect to this resolution”.

“RESOLVED FURTHER THAT for the purpose of giving effect to any issue or allotment of Debentures or Commercial Papers of the Company, the Board of Directors be and is hereby authorized on behalf of the Company to take all such actions and do all such deeds, matters, and things as it may, in its absolute discretion deem necessary, desirable or expedient and to settle any question, difficulties or doubts that may arise in this regard including but not limited to the offering, issue and allotment of Debentures or Commercial Papers of the Company as it may in its absolute discretion deem fit and proper”

“RESOLVED FURTHER THAT the Board of Directors be and is hereby authorized to delegate all or any of the powers herein conferred by this resolution to any Director or Directors or to Borrowing & Securities Allotment Committee or any other Committee of Directors or to any officer or officers of the Company to give effect to this resolution.”

// CERTIFIED TRUE COPY//

For Asirvad Micro Finance Limited

Aparna Digitally signed by
Menon Aparna Menon
Date: 2020.12.08
19:29:37 +05'30'

(Aparna Menon)

Company Secretary



Corporate Office:
9th & 10th Floor, Door No.9
Club House Road,
Anna Salai, Chennai – 600 002.
T: 044 4212 4493

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INCREASED THE BORROWING POWER OF THE COMPANY U/S 180(1)(C) OF THE COMPANIES ACT, 2013

“RESOLVED THAT pursuant to the provisions of Section 180(1)(c) of the Companies Act, 2013, and other applicable provisions, if any, the consent of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as the “Board” which term shall include any committee thereof for the time being exercising the powers conferred on the Board by this resolution), to borrow from time to time, any such sum or sums of monies , which together with moneys already borrowed by the Company, as they may deem appropriate for the purpose of the Company from any Bank(s), Public Financial Institution(s), Non-Banking Finance Companies, Co-Operative Banks, Investment Institutions, Banks, Mutual Funds, and other Bodies Corporate or any Foreign Financial Institution(s) and/or any other entity/ entities or authority/ authorities either in Indian Rupees or equivalent thereof in any foreign currency(ies), whether by way of advances, loans, issue of debentures/bonds and/or other instruments however, that the total borrowings may exceed the aggregate of paid-up capital, free reserves and securities premium of the Company, provided that the outstanding amount so borrowed at any time (apart from temporary loans obtained from the Company’s bankers in the ordinary course of business) shall not exceed an amount of Rs.7,500 Crores (Rupees Seven Thousands Five Hundreds Crores Only), which may be borrowed in one or more than one tranches.”

“RESOLVED FURTHER THAT the Board of Directors be and is hereby authorized to delegate all or any of the powers herein conferred by this resolution to any Director or Directors or to the Borrowing & Securities Allotment Committee or to any Committee of Directors or to any officer or officers of the Company in this regard and to do all such other



acts/ deeds/ matters and/ or things as may be deemed necessary, expedient, essential and consequential to give effect to this resolution(s)."

// CERTIFIED TRUE COPY//

For **Asirvad Micro Finance Limited**

Aparna
Menon

Digitally signed
by Aparna Menon
Date: 2020.12.08
19:28:51 +05'30'

(Aparna Menon)

Company Secretary

