

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

No: _____
Addressed to: **Bank of Baroda**

INFORMATION MEMORANDUM CAPSAVE FINANCE PRIVATE LIMITED

A private limited company incorporated under the Companies Act, 1956

Date of Incorporation: 7th August, 1992

Registered Office:

Unit No.501 Wing-D, Lotus Corporate Park, Western Express Highway,
Goregaon (East), Mumbai - 400 063

Telephone No.: +91-022-6173 7603

Website: www.capsavefinance.com

Information Memorandum dated August 18, 2020 for issue of Debentures on a private placement basis

Issue of 200 (Two Hundred) secured, unsubordinated, rated, listed, redeemable, transferable, non-convertible debentures of face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, aggregating up to Rs. 20,00,00,000/- (Rupees Twenty Crores Only) on a private placement basis (the “Issue”).

Background

This Information Memorandum is related to the Debentures (as defined hereinafter) to be issued by **Capsave Finance Private Limited** (the “Issuer” or “Company”) on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Debentures. The issue of the Debentures comprised in the Issue and described under this Information Memorandum has been authorised by the Issuer through resolutions passed by the Board of Directors of the Issuer on 11th August 2020 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company’s Board of Directors dated 11th August 2020 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to borrow, upon such terms and conditions as the Board may think fit, for amounts up to INR 20,00,00,000/- (Rupees Twenty Crores Only). The present issue of NCDs in terms of this Information Memorandum is within the overall powers of the Board.

General Risks

Investment in debt and debt related securities involve a degree of risk and investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments and only after reading the information carefully. For taking an investment decision, the investors must rely on their own examination of the Company and the Issue including the risks involved. The Debentures have not been recommended or approved by Securities and Exchange Board of India (“SEBI”) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of investors is invited to the statement of Risk Factors at SECTION 3: of this memorandum of private placement for issue of Debentures on a private placement basis (“Information Memorandum” or “Disclosure Document”). This Information Memorandum has not been submitted, cleared or approved by SEBI.



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Issuer's Absolute Responsibility

The Issuer, having made all reasonable inquiries, confirms and represents that the information contained in this Information Memorandum/ 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. The Issuer is solely responsible for the correctness, adequacy and disclosure of all relevant information herein.

Credit Rating

The Debentures proposed to be issued by the Issuer have been rated by CRISIL Limited & Acuite Ratings & Research Limited (together referred to as "**Rating Agency**"). The Rating Agency has, vide its letter dated assigned a rating of "**CRISIL A-**" & "**ACUITE A-**" in respect of the Debentures. The above rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other ratings. Please refer to **Annexure II** of this Information Memorandum for the letter dated 11th August 2020 from CRISIL and 3rd August 2020 from ACUITE and assigning the credit rating above mentioned and disclosing the rating rationale adopted for the aforesaid rating.

Issue Schedule

Issue/ Bid Opening Date: August 18, 2020

Issue/ Bid Closing Date: August 20, 2020

Pay-in Date: August 20, 2020

Deemed Date of Allotment: August 20, 2020

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 shall be open for subscription during the banking hours on each Business Day from the Issue Opening Date to the Issue Closing Date (both days inclusive).

The Debentures are proposed to be listed on the wholesale debt market segment of BSE Limited within 45 Business Days from Deemed Date of Allotment.

Registrar & Transfer Agent

Link Intime India Pvt. Ltd

Address: 247 Park , C 101 1st Floor , LBS
Marg , Vikhroli (W) , Mumbai – 400 083

Direct Phone No: +91 22 49186101

Mobile No: +91 9766923470

Debenture Trustee

Axis Trustee Services Limited

Address: The Ruby, 2nd Floor, SW, 29,
Senapati Bapat Marg,
Dadar West, Mumbai- 400 028



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SECTION 1: DEFINITIONS AND ABBREVIATIONS

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

Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Debentures pursuant to this Issue.
Application Form	The form used by the recipient of this Disclosure Document and/or the Private Placement Offer Cum Application Letter, to apply for subscription to the Debentures.
Applicable Law	Shall include any statute, law, by-law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by a Governmental Authority.
Arranger/ Sole Arranger	-
Board/Board of Directors	The Board of Directors of the Issuer.
Business Day	Any day of the week (excluding 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 banks are normally open for business in Bangalore and Chennai and " Business Days " shall be construed accordingly.
CDSL	Central Depository Services (India) Limited.
Client Loan	Each loan made by the Issuer as a lender, and " Client Loans " shall refer to the aggregate of such loans.
Debentures / NCDs	200 (Two Hundred) secured, rated, unsubordinated, listed, redeemable, transferable, non-convertible debentures bearing a face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, aggregating to Rs. 20,00,00,000/- (Rupees Twenty Crores only).
Debenture Holder(s) / Investors	The holders of the Debentures issued by the Issuer and shall include the registered transferees of the Debentures from time to time.
Deemed Date of Allotment	August 20, 2020.
Debenture Trustee	Axis Trustee Services Limited
Debenture Trustee Agreement	Agreement 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	Shall mean the trust deed executed/to be executed by and between the Debenture Trustee and the Company which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
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	A Depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depository Participant / DP	A depository participant as defined under the Depositories Act
Director(s)	Director(s) of the Issuer.



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Disclosure Document / Information Memorandum	This document which sets out the information regarding the Debentures being issued on a private placement basis.
DP - ID	Depository Participant Identification Number.
Due Date	Any date on which the holders of the Debentures are entitled to any payments, whether on maturity or earlier, on exercise of the option to redeem the Debentures prior to the scheduled Maturity Date or acceleration.
EFT	Electronic Fund Transfer.
Financial Year/ FY	Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.
GAAP	Generally Accepted Accounting Principles prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Issuer.
Governmental Authority	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 Applicable Law.
Hypothecated Assets	All the right, title, interest, benefit, claims and demands of the Issuer, in, to, or in respect of the receivables arising out of rupee loan facilities advanced / to be advanced by the Issuer to any person and charged under the terms of this Issue.
Hypothecation Agreement	The hypothecation agreement entered/to be entered into between the Issuer and the Debenture Trustee, pursuant to which hypothecation over Hypothecated Assets shall be created by the Issuer in favour of the Debenture Trustee (acting for and on behalf of the Debenture Holder(s)).
Issue	Private placement of the Debentures in terms of the Private Placement Offer Letter issued by the Issuer and/ or this Disclosure Document.
Issue/ Bid Closing Date	August 20, 2020
Issue/ Bid Opening Date	August 18, 2020
Issuer/ Company	Capsave Finance Private Limited
Majority Debenture Holder(s)	Debenture Holder(s) whose participation or share in the principal amount(s) outstanding with respect to the Debentures aggregate to more than 75% (Seventy Five per cent) of the value of the nominal amount of the Debentures for the time being outstanding.
Maturity Date	The exposure is proposed to be repaid in 12 Quarterly Installments having 12 Principal Installment commencing next quarter from the date of First Disbursement.
N.A./ NA	Not Applicable.
NBFC	Non-banking financial company
NSDL	National Securities Depository Limited.
PAN	Permanent Account Number.
Private Placement Offer Cum Application Letter	Shall mean the private placement offer cum application letter prepared and issued to the eligible investors by the Company in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
RBI	Reserve Bank of India.



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Rating Agency	CRISIL and Acuite, being credit rating agencies registered with SEBI pursuant to SEBI (Credit Rating Agencies) Regulations 1999, as amended from time to time.
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.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being Link Intime India Pvt. Ltd.
ROC	Registrar of Companies.
Rs. / INR	Indian 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).
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time.
Security	The security for the Debentures as specified in Section 5.21.
TDS	Tax Deducted at Source.
The Companies Act/ the Act	The Companies Act, 2013 or where applicable, the provisions of the Companies Act, 1956, still in force.
Terms & Conditions	Shall mean the terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	Shall mean the documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 5.21.
WDM	Wholesale Debt Market.
Wilful Defaulter	Shall mean 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.



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SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS

2.1 ISSUER'S DISCLAIMER

This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus and should not be construed to be a prospectus or a statement in lieu of a prospectus under the Companies Act. The issue of the Debentures is being made strictly on a private placement basis. The Debentures shall be unlisted at the time of the issuance and shall be listed within 45 days from deemed date of allotment on the WDM segment of the BSE. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Information Memorandum does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

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

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

Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and the recipient of this Information Memorandum 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 potential investor's particular circumstances.

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

This Information Memorandum, the Private Placement Offer Cum Application Letter 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 Information Memorandum and/or the Private Placement Offer Cum Application Letter are



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intended to be used only by those potential 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 person other than those to whom Application Forms along with this Information Memorandum and the Private Placement Offer Cum Application Letter being issued have been sent. Any application by a person to whom the Information Memorandum and/or the Private Placement Offer Cum Application Letter has not been sent by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum and/or the Private Placement Offer Cum Application Letter 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 Information Memorandum and/or the Private Placement Offer Cum Application Letter may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Issuer. Upon request, the recipients will promptly return all material received from the Issuer (including this Information Memorandum) without retaining any copies hereof. If any recipient of this Information Memorandum and/or the Private Placement Offer Cum Application Letter decides not to participate in the Issue, that recipient must promptly return this Information Memorandum and/or the Private Placement Offer Cum Application Letter and all reproductions whether in whole or in part and any other information statement, notice, opinion, memorandum, expression or forecast made or supplied at any time in relation thereto or received in connection with the Issue to the Issuer.

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

Neither the delivery of this Information Memorandum and/or the Private Placement Offer Cum Application Letter 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 Information Memorandum and/or the Private Placement Offer Cum Application Letter does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Information Memorandum and/or the Private Placement Offer Cum Application Letter in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. The Information Memorandum is made available to potential investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER CLAUSE OF SOLE ARRANGER

The Issuer hereby declares that it has exercised due-diligence to ensure complete compliance with prescribed disclosure norms in this Information Memorandum and/or the Private Placement Offer Letter. 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 Information Memorandum and/or the Private Placement Offer Letter. Neither is the Sole Arranger responsible for preparing, clearing, approving, scrutinizing or vetting this Information Memorandum and/or the Private Placement Offer Letter, nor is the Sole Arranger responsible for doing any due-diligence for verification of the truth, correctness or completeness of the contents of this Information Memorandum and/or the



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Private Placement Offer Letter. The Sole Arranger shall be entitled to rely on the truth, correctness and completeness of this Information Memorandum and/or the Private Placement Offer Letter. It is to be distinctly understood that the aforesaid use of this Information Memorandum and/or the Private Placement Offer Letter by the Sole Arranger should not in any way be deemed or construed to mean that the Information Memorandum and/or the Private Placement Offer Letter has been prepared, cleared, approved, scrutinized or vetted by the Sole Arranger. Nor should the contents of this Information Memorandum and/or the Private Placement Offer Letter 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 Information Memorandum and/or the Private Placement Offer Letter.

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 Information Memorandum and/or the Private Placement Offer Letter 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 Information Memorandum and/or the Private Placement Offer Letter. 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 Information Memorandum and/or the Private Placement Offer Letter. No responsibility or liability or duty of care is or will be accepted by the Sole Arranger for updating or supplementing this Information Memorandum and/or the Private Placement Offer Letter nor 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 Information Memorandum 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 Information Memorandum and/or the Private Placement Offer Letter. The receipt of this Information Memorandum and/or the Private Placement Offer Letter 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 Information Memorandum and/or the Private Placement Offer Letter acknowledges that:

- i. 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
- ii. such recipient has not relied on the Sole Arranger in connection with its investigation of the accuracy of such information or its investment decision.

2.3 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Information Memorandum has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information



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Memorandum has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the BSE warrant that the Issuer's Debentures will be listed or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.4 DISCLAIMER CLAUSE OF SEBI

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

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to investors as specified under the clause titled "Eligible Investors" of this Information Memorandum, who shall be/have been identified upfront by the Issuer. This Information Memorandum and/or the Private Placement Offer Cum Application Letter 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 exclusive jurisdiction of the courts and tribunals at Bangalore and Chennai. This Information Memorandum and/or the Private Placement Offer Cum Application Letter does not constitute an offer to sell or an invitation to subscribe to the Debentures herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.6 DISCLAIMER IN RESPECT OF RATING AGENCIES

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

2.7 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 depositary 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.



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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 in this Information Memorandum and/or the Private Placement Offer Cum Application Letter for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures, but do 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. Investors should also read the detailed information set out elsewhere in this Information Memorandum and/or the Private Placement Offer Cum Application Letter 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 may need to make provisions towards sub-standard/ non-performing investment as per their usual norms.

3.4 CHANGES IN INTEREST RATES MAY AFFECT THE PRICE OF NCDS.

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.



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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 SECURITY MAYBE 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 Investor'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 potential Investors amounts outstanding under the Debentures. The value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

3.8 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.

3.9 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.

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

The Client Loans are secured against assets / equipment on lease and incremental cash collateral, where applicable. There may be uncertainty on the client's ability to fulfil its loan obligations. Such non-performing or low credit quality loans can negatively impact our results of operations.

As on March 31, 2020, the gross NPA was Rs. Nil crores on a gross portfolio of Rs. 330 crores.

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of NPAs in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors



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beyond the Issuer's control. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.

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

B. *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.

C. *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 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.

D. *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.

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

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



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In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

F. *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. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC pursuant to Section 45-IA of the RBI Act, 1934. 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. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC that is subject to numerous conditions. Additionally, RBI has issued detailed directions on prudential norms *inter alia* prescribing guidelines on income recognition, asset classification and provisioning requirements applicable to NBFCs, exposure norms, disclosures in the balance sheet, requirement of capital adequacy, restrictions on investments in land and building and unquoted shares besides others. 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 any directions issued applicable on NBFCs and fails to maintain the status of NBFC it may attract penal provisions under the RBI Act, 1934 for non-compliance. The penal action can also result in RBI cancelling the certificate of registration issued to the NBFC.



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SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the FY ended 20 are set out in **Annexure IV** hereto.



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SECTION 5: REGULATORY DISCLOSURES

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

5.1 Documents Submitted to the Exchanges

The following documents have been / shall be submitted to 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. Certified true copy of the resolution passed by the Board of Directors in its meeting held on August 11, 2020 authorizing the borrowing and list of authorized signatories;
- E. An undertaking from the Issuer stating that the necessary documents for the creation of the charge, including the Debenture 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, where the debt securities have been listed, within 45 (Forty Five) working days of execution of the same;
- F. 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
- G. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

5.2 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 Simplified Listing Agreement issued by SEBI vide circular No. CIR/CFD/CMD/6/2015 dated October 13, 2015, as amended 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) working days of their specific request.



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5.3 Name and Address of Registered Office of the Issuer

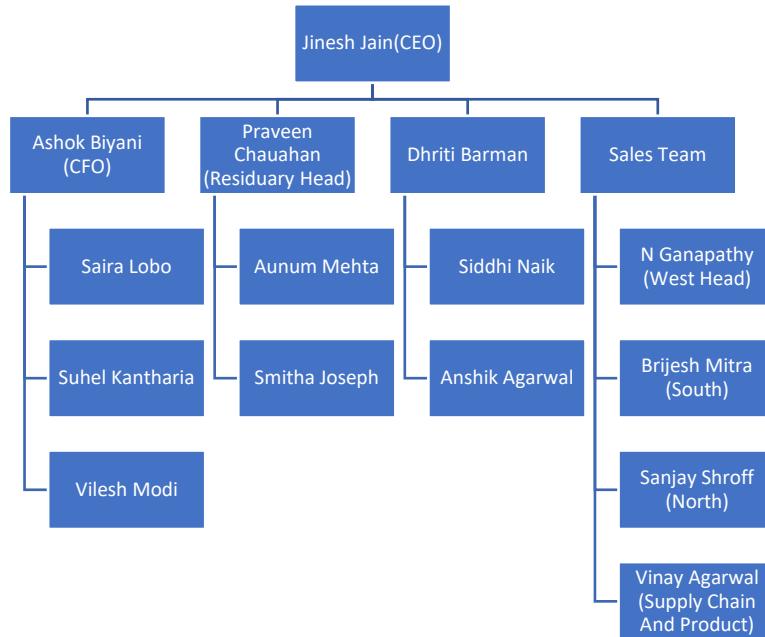
Name:	Capsave Finance Private Limited
Registered Office of Issuer:	Unit No.501 Wing-D, Lotus Corporate Park, Western Express Highway, Goregaon (East), Mumbai - 400 063
Corporate Office of Issuer:	Unit No.501 Wing-D, Lotus Corporate Park, Western Express Highway, Goregaon (East), Mumbai - 400 063
Compliance Officer of Issuer:	Mr. Ashok Biyani
CFO of Issuer:	Mr. Ashok Biyani
Registration Number:	B-13.01702
Corporate Identification Number:	U67120MH1992PTC068062
Phone No.:	+91-22-6173 7603
Fax No.:	N.A.
Contact Person:	Mr. Ashok Biyani
Email:	Ashok.Biyani@rentalpha.com
Website of Issuer:	www.capsavefinance.com
Name and address of auditors of the Issuer:	PKF Sridhar & Santhanam LLP Address: 201, 2nd Floor, Center Point Building, Dr. Ambedkar Road, Opp. Bharatmata Cinema, Parel, Mumbai 400 012
Name and address of trustee to the Issue:	Axis Trustee Services Limited Address: The Ruby I 2 nd Floor I SW I 29 Senapati Bapat Marg I Dadar west Mumbai – 400 028
Name and address of registrar to the Issue:	Link Intime India Pvt. Ltd Address: 247 Park, C 101 1st Floor, LBS Marg, Vikhroli (W), Mumbai – 400 083
Name and address of credit rating agency of the Issue	CRISIL Limited Address: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai- 400 076, India Acuite Ratings & Research Limited Address: A-812, The Capital, G-Block, BKC, Bandra (East), Mumbai – 400 051, India
Name and address of arrangers, if any, of the Issue:	Not Applicable

5.4 A brief summary of business / activities of the Issuer and its line of business**A. Overview**

Capsave Finance Private Limited (“Capsave”), registered as a Non-Banking Financial Company (NBFC) with Reserve Bank of India, focussing on equipment finance and leasing for corporates and supply chain finance. Equipment Finance and leasing is focussed majorly on IT and light engineering. Supply Chain finance is to fund Vendor and Channel Finance partners of Corporates. Capsave Finance uses technology to underwrite and appraise proposals with custom made Loan Origination and Management Software.



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Corporate Structure -**B. Brief profile of the Board of Directors of the Issuer**

Name	Designation	Experience
Mr. Jinesh Jain (06807613)	Managing Director	<ul style="list-style-type: none"> - Previously, Country Head- Business Development – Rentworks India Ltd from 2002-2014 - Previously, Executive committee Member Rentworks India Ltd. - Extensive Experience of more than 12 years in originating and structuring large operating lease deals, securitization, Residual Risk Management, Product life cycle Management & arranging of structured funding for lease transactions.
Mr. Praveen Chauhan (06802734)	Executive Director	<ul style="list-style-type: none"> - Previously Country Head – Key Account Management – Rentworks India Ltd from 2001-2017 - Extensive experience in account management, structuring in-term and end of term solutions for customers, residual risk management and residual value realization. - Praveen is responsible for driving sales in large accounts, residuary risk management and asset lifecycle management for the company.
Ms. Sharon Farhaad Dastoor (07072060)	Nominee Director	<ul style="list-style-type: none"> - Ms. Dastoor is a nominee director on behalf of Bravia Capital. - She joined Bravia in 2014. She is primarily involved in all aspects of deal making such as originating, analysing, structuring and closure of Investment opportunities in the India office - Prior to Bravia, she worked with the Bennett Coleman Group in their private equity team



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Name	Designation	Experience
		where she was responsible for business development, analysis, structuring & negotiations and deal closure of several investment opportunities across multiple sectors.
Mr. Krishan Varma (06428524)	Independent Director	<ul style="list-style-type: none"> - Mr. Varma is an additional director on the Board of the Company. - Mr Varma, Former Special Secretary, Cabinet Secretariat, Government of India held several key appointments within the country and abroad during a distinguished career of 35 years. His diplomatic assignments include postings to Bangladesh, Hong Kong, China and as Minister, Embassy of India, Washington DC, USA. - He has practical experience in dealing with multifaceted security challenges, and global issues pertaining to energy security, trade and commerce, science and technology - His areas of specialization are China, the Far East, Koreas, Southeast Asia, and the Pacific and Indian Ocean region

C. Brief profile of the senior management of the Issuer

Name & Designation	Background
Mr. Jinesh Jain (Managing Director)	<ul style="list-style-type: none"> - Previously, Country Head- Business Development – Rentworks India Ltd from 2002-2014 - Previously, Executive committee Member Rentworks India Ltd. - Extensive Experience of more than 12 years in originating and structuring large operating lease deals, securitization, Residual Risk Management, Product life cycle Management & arranging of structured funding for lease transactions.
Mr. Praveen Chauhan (Executive Director & Residuary Head)	<ul style="list-style-type: none"> - Previously Country Head – Key Account Management – Rentworks India Ltd from 2001-2017 - Extensive experience in account management, structuring in-term and end of term solutions for customers, residual risk management and residual value realization. - Praveen is responsible for driving sales in large accounts, residuary risk management and asset lifecycle management for the company.
Mr. Sanjay Shroff (Director – Sales)	<ul style="list-style-type: none"> - Sanjay has Over 20 years work experience in Corporate Finance, Investment Banking and Equipment Leasing. He was the Equipment Finance and Leasing - Head for GE Capital India and Edelweiss Capital Limited. - He also managed Finance and Risk at Rent Works India. - As an Investment Banker with Edelweiss and Ernst and Young, he has effected PE Raises, IPOs, M&A Transactions and Project Finance raises.



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Mr Dhriti Barman Chief Risk Officer	<ul style="list-style-type: none"> - Dhriti has 18 years of extensive experience in managing corporate credit risk in Indian/MNC banks and NBFC/FI like Aditya Birla Finance, HSBC, Citi and ICICI Bank. - He has been very successful in partnering with business units to grow and build a scalable, consistent and quality portfolio and has managed lending portfolios in excess of USD 700Mn. - Dhriti holds MBA in finance and MCom in Accountancy.
Mr. Ashok Biyani Chief Finance Officer	<ul style="list-style-type: none"> - Ashok has 18 years of experience in finance & accounts function having worked with clients across sectors. - His core strength lies in analysis and driving solutions for complex business structures within the legal and regulatory frameworks. - Ashok has been working with businesses at various life cycles - start-ups, mid-corporates, large. MNCs and have supported them to scale-up by laying internal processes and automation flexible to the operational requirements. - Ashok holds the professional degree in CA and CTM from ICFAI.

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

Parameters		FY 19-20	FY 18-19	FY 17-18
Networth		200.31	140.84	100.10
Total Debt		104.67	100.00	23.75
Comprising of	Non-Current Maturities of Long Term Borrowing	33.00	40.00	-
	Short Term Borrowing	50.00	45.00	23.75
	Current Maturities of Long Term Borrowing	21.67	15.00	-
Net Fixed Assets		99.57	91.58	46.27
Non-Current Assets		178.24	130.16	68.29
Cash and Cash Equivalents		8.60	14.55	2.76
Current Investments		-	-	-
Current Assets		127.71	87.82	37.66
Current Liabilities		101.95	82.69	38.03
Assets Under Management		330.92	243.44	131.68
Off Balance Sheet Assets		-	-	-
Operating Income - Rental / Interest Income		73.93	47.97	18.57
Interest Expense		9.70	6.02	0.44
Provisioning & Write-offs – provision for Standard Assets		1.06	0.42	0.17
PAT		24.58	19.68	8.29
Gross NPA (%)		-	-	-
Net NPA (%)		-	-	-
Tier I Capital Adequacy Ratio (%)		49%	44%	70%
Tier II Capital Adequacy Ratio (%)		49%	44%	70%

Gross Debt: Equity Ratio of the Company in respect of debt from banks and other NBFCs

Before the issue of debt securities	0.32x
After the issue of debt securities	0.42x



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E. Project cost and means of financing, in case of funding new projects: Not Applicable**5.5 A Brief history of Issuer since its incorporation giving details of its following activities**

A. Details of share capital as on last quarter end (being):	
Share Capital	Rs.
Authorised share capital:	
i. 11,500,000 equity shares of Rs. 10 each	115,000,000
Total authorized share capital	115,000,000
Issued, subscribed and fully paid-up share capital:	
ii. 9,365,118 equity shares of Rs. 10 each	93,651,180
Total issued, subscribed and fully paid-up share capital:	93,651,180

B. Changes in its capital structure as on last quarter end (being 30th June 2020), for the last five years:		
Date of change (AGM/ EGM)	Rs.	Particulars of change in authorized share capital
1 st Sept 2016	3,00,00,000	Increase in Authorised Capital from Rs. 80,00,000 to Rs. 3,00,00,000
23 rd Feb 2017	5,00,00,000	Increase in Authorised Capital from Rs. 3,00,00,000 to Rs. 5,00,00,000
1 st Sept 2017	8,00,00,000	Increase in Authorised Capital from Rs. 5,00,00,000 to Rs. 8,00,00,000
4 th Jul 2019	11,50,00,000	Increase in Authorised Capital from Rs. 8,00,00,000 to Rs. 11,50,00,000



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C. Equity Share Capital History of the Company as on last quarter end i.e. 30th June, 2020, for the last five years:

Date of allotment	Name of equity shareholder	No. shares	Face Value (Rs.)	Issue price	Consideration Amt (Rs.)	Nature of Allotment	Cumulative paid-up capital (Rs.)		
							No. of equity shares	Equity share Capital	Equity Share Premium (in Rs.)
					(No. of shares * Issue price)				
07-11-16	Rent Alpha Private Limited	140,000	10	100	14,000,000	Equity Allotment	919,200	0.92	2.45
19-12-16	Rent Alpha Private Limited	459,600	10	100	45,960,000	Equity Allotment	1,378,800	1.38	6.59
07-02-17	Rent Alpha Private Limited	1,325,000	10	100	132,500,000	Equity Allotment	2,703,800	2.70	18.51
31-03-17	Rent Alpha Private Limited	403,225	10	372	149,999,700	Equity Allotment	3,107,025	3.11	33.11
30-06-17	Rent Alpha Private Limited	439,516	10	372	163,499,952	Equity Allotment	3,546,541	3.55	49.02
28-07-17	Rent Alpha Private Limited	268,817	10	372	99,999,924	Equity Allotment	3,815,358	3.82	58.75
10-10-17	Rent Alpha Private Limited	1,681,415	10	113	189,999,895	Equity Allotment	5,496,773	5.50	76.07
05-01-18	Rent Alpha Private Limited	987,610	10	113	111,599,930	Equity Allotment	6,484,383	6.48	86.24
10-07-18	Rent Alpha Private Limited	632,218	10	156	98,626,008	Equity Allotment	7,116,601	7.12	95.47
07-09-18	Rent Alpha Private Limited	715,835	10	156	111,670,260	Equity Allotment	7,832,436	7.83	105.92
05-08-19	Rent Alpha Private Limited	614,925	10	228	139,999,975	Equity Allotment	8,447,361	8.45	119.31
25-09-19	Rent Alpha Private Limited	917,757	10	228	208,945,736	Equity Allotment	9,365,118	9.37	139.29

D. Details of any Acquisition or Amalgamation in the last 1 (one) year: N.A.

E. Details of any Reorganization or Reconstruction in the last 1 (one) year: N.A.

Type of Event	Date of Announcement	Date of Completion	Details
-	-	-	-

5.6 Details of the shareholding of the Company as on last quarter end (i.e. 30th June, 2020)

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

Sr.N o.	Particulars	Total Number of Equity Shares	Number of shares held in Dematerialized Form	Total Shareholding as a % of total no. of equity shares
1.	Rent Alpha Private Limited	9,365,117	0	100%
2.	Jinesh Jain (on behalf of Rent Alpha Private Limited)	1	0	-

Notes: Shares pledged or encumbered by the promoters (if any): None



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B. List of top 10 holders of equity shares of the Company as on last quarter end (i.e. 30th June 2020):

Sr. No.	Name of the Shareholders	Total Number of Equity shares	Number of shares held in dematerialized Form	Total Shareholding as a % of total no. of equity shares.
1.	Rent Alpha Private Limited	9,365,117	0	100%
2.	Jinesh Jain (on behalf of Rent Alpha Private Limited)	1	0	-

5.7 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:

S. No.	Name of the Directors	Designation	Date of Birth	Address	DIN	PAN	Director of the company since	Director in other company
1.	Mr. Jinesh Jain	Managing Director	6 th Jun 1976	C-1401, 14th Floor, Oberoi Springs, Near Monginis Factory, Opp City Mall, Off Link Road, Andheri (West), Mumbai - 400 053	068076 13	ACIPJ4 380Q	15 th Jun 2016	Rent Alpha Pvt Ltd
2.	Mr. Praveen Chauhan	Executive Director	16 th Oct 1974	1602, Amanda - B, Hiranandani Meadows, G.D.Alwari Road, Thane - 400610	068027 34	ADMP C5995 M	15 th Jun 2016	Rent Alpha Pvt Ltd
	Mr. Sharon Farhaan Dastoor	Nominee Director	16 th Jul 1984	India House No 4, Flat No 18, Kemps Corner, Mumbai - 400036	070720 60	AGSP C8983 C	3 rd Jan 2017	Rent Alpha Pvt Ltd Thotaka Technologies India Pvt Ltd
	Mr. Krishan Varma	Independent Director	12 th Sep 1952	A-603 Tower Apartment, Vikas Marg, Swasthya Vihar Delhi-110092	064285 24	AADP V4351 Q	16 th Jan 2020	Consolidated Plasto Fab Private Limited The Delhi Golf Club



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Names of the current directors of the Issuer who are appearing in the RBI defaulter list and/or ECGC default list, if any: NIL

B. Details of change in directors since last three years:

Name	Designation	DIN	Date of Appointment/ Resignation	Director of the Company since (in case of resignation)	Remarks
Mr. Sujit Cherian	Nominee Director	07072034	18 th Dec 2017	15 th Jun 2016	-
Mr. Krishan Varma	Independent Director	06428524	16 th Jan 2020	-	-

5.8 Following details regarding the auditors of the Company:**A. Details of the auditor of the Company:**

Name	Address	Auditor since
Mr. Ravi Suryanarayanan	M/s. PKF Sridhar & Santhanam LLP 201, 2nd Floor, Center Point Building, Dr. Ambedkar Road, Opp. Bharatmata Cinema, Parel, Mumbai 400 012	Feb 2018

B. Details of change in auditors since last three years:

Name	Address	Date of Appointment/ Resignation	Auditor of the Company since (in case of resignation)	Remarks
M/s Deloitte Haskins & Sells LLP	Indiabulls Finance Centre, Tower 3, 27th-32 nd Floor, Senapati Bapat Marg, Elphinstone Road (West) Mumbai – 400013	8 th Jan 2018	1 st Aug 2017	
M/s. Ambavat Jain & Associates LLP	5B, Ground Floor, Onlooker Building, 14, Sir P.M. Road, Fort, Mumbai – 40001	20 th July 2017	20 th Sep 2016	



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5.9 Details of borrowings of the Company, as on latest quarter end i.e. 30th June 2020:**A. Details of Secured Loan Facilities as on 30th June 2020**

Lender's Name	Tranches	Type of Facility	Amount Sanctioned	Principal Amount Outstanding	Disbursement Date	Repayment Date/ Schedule	Security
L&T Finance Ltd	2 tranches	Term Loan	Rs. 50 cr	Rs. 25.50 cr	April 2019	Quarterly – 5 years	Specific charge on receivables, corporate guarantee of holding company, pledge of shares of holding company by parent company promoters
Hinduja Leyland Finance Ltd	Sing le tranc he	Term Loan	Rs. 15 cr	Rs. 8.75 cr	Feb 2019	Quarterly – 3 years	Specific charge on receivables, corporate guarantee of holding company, pledge of shares of holding company by parent company promoters
IDFC First Bank Ltd	Sing le tranc he	Term Loan	Rs. 20 cr	Rs. 15 cr	July 2019	Quarterly – 3 years	Specific charge on receivables, corporate guarantee of holding company, pledge of shares of holding company by parent company promoters

B. Details of Unsecured Loan Facilities as on 30th June 2020:

Lender's Name	Type of Facility	Amount sanctioned	Principal Amount O/S	Repayment Date/ Schedule
Rent Alpha Private Limited	Short term funding	Rs. 50 cr	Rs. 36 cr	Undefined

C. Details of non-convertible debentures as on last quarter end i.e. 30th June 2020:

Debenture Series	Tenor/ Period of Maturity (in Months)	Coupon	Amount (in Crores)	Date of allotment	Redemption on Date/ Schedule	Credit Rating	Secured/ Unsecured	Security
10.40 % Capsave Finance Private Limited 2023	36	10.40%	15	17 th June 2020	17 th June 2023	A-	Secured	Specific charge on receivables, corporate guarantee of holding company

D. List of Top 10 Debenture Holder(s) as on last quarter end i.e. 30th June 2020:

S. No.	Name of Debenture Holder(s)	Amount (Rs.)
1.	Bank of Maharashtra	15 crores

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



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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):**
NA

F. **Details of Commercial Paper (the total Face Value of Commercial Papers Outstanding as on the latest quarter end i.e. 30th June 2020 to be provided and its breakup in following table)**
NA

G. **Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on 30th June 2020:**
NA

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:**
The Company has not defaulted in payment of any interest or principal of any kind of term loans, debt securities or any other financial indebtedness, including any corporate guarantee issued by the Company, in the past 5 years

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:**
The Issuer does not have any outstanding borrowings/debt securities 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].

5.10 Details of Promoters of the Company:

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

Sr No	Name of the shareholders	Total No of equity shares	No. of shares in Demat form	Total shareholding as % of total no of equity shares	No of shares Pledged	% of shares pledged with respect to shares owned
1.	Rent Alpha Private Limited	9,365,117	0	99.999%	-	-

5.11 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.

The relevant information is furnished in **Annexure IV** of the Information Memorandum.

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

[Note: Financial information submitted for furnishing/ publishing half yearly or annual results shall 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 amended.]



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5.13 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 the 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

5.14 Names of the Debentures Trustees and Consents thereof

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

5.15 Rating Rationale(s) adopted (not older than one year on the date of opening of the Issue)/ credit rating letter issued (not older than one month on the date of opening of the Issue).

The Rating Agency has assigned ratings of CRISIL A- (pronounced as CRISIL A Minus) ACUITE A- (pronounced as ACUITE A Minus) to the Debentures. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

Please refer to Annexures for the credit rating assigned by the Rating Agency and the detailed rating rationale respectively.

Please note that the rating is not a recommendation to buy, sell or hold securities and investors should take their own decision. The rating may be subject to revision or withdrawal at any time by the assigning rating agency and each rating should be evaluated independently of any other rating. The rating obtained is subject to revision at any point of time in the future. The rating agencies have a right to suspend, withdraw the rating at any time including on the basis of new information.

5.16 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

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

The Debentures shall be unlisted at the time of issuance and are proposed to be listed on Wholesale Debt Market segment of BSE within 45 Business Days from the Deemed Date of Allotment. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.



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5.18 Other details:**A. Debenture Redemption Reserve Creation:**

As per Section 71 of the 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 presently 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 Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the applicable RBI guidelines.

C. Application process:

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

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

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

Sr. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Resolution dated 11 th August 2020 passed by the Board of Directors authorizing issue of Debentures offered under terms of this Disclosure Document.
3	Copies of Annual Reports of the Company for the last three financial years.
4	Letter from the Rating Agency assigning the credit rating for the Issue.
5	Letter from the Debenture Trustee giving its consent to act as Debenture Trustee.
6	Letter from Registrar and Transfer Agent.
7	Certified true copy of the certificate of incorporation of the Company.
8	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and NSDL
9	Copy of application made/ to be made (if and when applicable) to BSE for grant of in-principle approval for listing of Debentures.
10	Debenture Trustee Agreement dated 17 th August 2020 entered by Capsave Finance Private Limited and Axis Trustee Services Limited.
11	Debenture Trust Deed dated 18 th August 2020 executed by Capsave Finance Private Limited in favour of Axis Trustee Services Limited.
12	Agreement of Hypothecation dated 18 th August 2020 entered by Capsave Finance Private Limited and Axis Trustee Services Limited.



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5.20 Utilization of the Issue Proceeds

The Issuer undertakes that the proceeds of this Issue shall be used to meet the funding requirements of the Issuer's financing activities and towards general business purposes of the Issuer, in compliance with relevant regulatory guidelines.

The Issue shall not be utilised towards acquisition financing: viz buyback of shares/securities, purchase of shares of other companies and/or promoter contribution towards the equity capital of a company or as a bridge loan.

5.21 Issue Details

Security Name	9.18% Capsave Finance Private Limited 2023
Issuer	Capsave Finance Private Limited
Type of Instrument	Fully redeemable, secured, listed, non-convertible debentures issued in one or more Series and in one or more tranches.
Nature of Instrument	Secured
Seniority	Senior
Guarantor	-
Mode of Issue	Private placement
Eligible/Identified Investors	As provided in Section 8.14 below
Listing	BSE WDM Segment within 20 days of the date of the allotment. In case of delay in listing beyond a period of 20 days from the Deemed Date of Allotment, the Issuer will pay penal interest of 1% (one percent) per annum over the Interest/ Coupon rate to the Investor for the period from the expiry of 30 days from the Deemed Date of Allotment till the listing of such Debentures.
Rating of Instrument	CRISIL A- and ACUITE A- as assigned by the Rating Agency
Issue Size	Rs. 20,00,00,000/- (Rupees Twenty Crores only)
Option to retain oversubscription	N.A.
Purpose of the facility	To meet the funding requirements of the Issuer's financing activities and towards general business purposes of the Issuer, in compliance with relevant regulatory guidelines.
End Use	The proceeds shall be parked in such accounts/ places as may be permitted under Applicable Law, from time to time, and utilised by the Issuer towards re-financing or takeout financing of Infrastructure Projects based on public private partnerships and/or non-public private partnerships (or such other projects that may be permitted by the RBI from time to time) in accordance with Applicable Law, and for such other purposes, including towards other financing and general business purposes of the Issuer, in compliance with relevant regulatory guidelines, and in such a manner that may be permitted by the RBI or under Applicable Law from time to time.
Coupon Rate	9.18% per annum payable quarterly



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Coupon Frequency	Payment	Quarterly
Coupon Dates	Payment	Quarterly as per Annexure V (Illustrations of Bond Cashflows) in this Information Memorandum
Coupon Type		Fixed
Coupon Reset Date		N.A.
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor, etc.)	Reset	N.A.
Day Count Basis		<p>Actual/Actual</p> <p>It is clarified that in case of Interest payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred and sixty six) days (per the SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016).</p>
Interest on Application Money		<p>Interest at applicable Interest rate will be paid on the application money to the applicants (subject to the deduction of tax at source at prevailing rates, as applicable). Such interest will be paid for the period commencing from the date of credit or realization of the cheque(s)/demand draft(s) up to but excluding the Deemed Date of Allotment. Such interest will be paid to the relevant applicants within 15 (fifteen) days from the Deemed Date of Allotment.</p> <p>Such interest would be paid on all the valid applications, including the refunds. Where the entire subscription amount has been refunded, the Interest on application money will be paid along with the refund orders. Where an applicant is allotted lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the applicant along with the interest on application money.</p>
Default Interest		Non-payment of Interest / installment on the due date will attract penal interest @2.00% over and above the applicable ROI on entire facility till the time Default is cured. Penal interest would also be charged as per bank's guidelines for any breach of financial discipline or non-compliance of the terms of sanction.
Prepayment Fees		As per Bank Guidelines
Tenor		-36- Months from the deemed date of allocation
Redemption Date/Maturity Date		The exposure is proposed to be repaid in 12 quarterly installment having 12 Principal Installment commencing after three months from the date of disbursement.
Redemption Amount		The aggregate of the Principal Amount, 100% (hundred percent) of which will be paid on the respective maturity dates of each series of Debentures.



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Undertaking	<ol style="list-style-type: none"> 1. The company to undertake that the bank finance will not be utilized for the following activities undertaken by it: <ol style="list-style-type: none"> a. In real estate business activities. b. Any other purpose prohibited by RBI/FEMA c. Any other speculative business. 2. The company to furnish a certificate of end use of funds 3. Further, certified quarterly cash flow statement to be obtained for monitoring of limits. 4. The company/its directors shall give an unconditional and irrevocable undertaking to the effect that they agree and give consent for the disclosure by the Bank of Baroda of all or any such: <p style="margin-left: 20px;">The information or data relating to the company / directors/guarantors in any credit facility availed by the company and default, if any, committed by the company / directors/guarantors in discharge of such obligations, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. (CIBIL) and any other agency authorized in this behalf by RBI. The CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and the CIBIL and any other agency so authorized may furnish for consideration, the processed Information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors and registered users, as may be specified by the RBI in this behalf.</p> 5. Company to undertake to maintain minimum asset cover of 1.25 times throughout the tenor of the facilities 6. Company to obtain prior approval from Bank before dilution of shareholding below 51% by RAPL instead of Company to undertake to give intimation to the Bank before effecting any dilution in the shareholding. 7. Leverage should not exceed 4.0x at any time during the tenor of the facility
Other conditions	<ul style="list-style-type: none"> • The bonds/CPs should be rated by at least two agencies as per guidelines, preferably by ICRA, CARE, CRISIL, ACUITE and India Ratings. Rating should not be more than one month old at the time of issuance of CP / Bonds. • No roll-over of non-convertible debentures is permitted. • The tenor of the non-convertible debentures shall not exceed the validity period of the credit rating of the instrument, if any.
Redemption Premium/ Discount	NA
Issue Price	Face Value
Face Value	Rs 10,00,000/- (Rs. Ten Lakh only) per Debenture
Minimum Application size and in multiples of 1 thereafter	Minimum application shall not be less than Rs. 1 Crore (Rupees One crore) i.e. 10 (Ten) Debentures.



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Issue Timing	Issue Open Date	August 18, 2020
Issue/ Bid Opening Date:	Issue Close Date	August 20, 2020
Issue/ Bid Closing Date:	Pay-in Date	August 20, 2020
Pay-in Date:	Deemed Date of Allotment	August 20, 2020
Deemed Date of Allotment:	Deemed Date of Allotment – The date on which, the Board of Directors or committee thereof approves the Allotment of Debentures for each Tranche Issue or such date as may be determined by the Board of Directors or a committee thereof and notified to the Designated Stock Exchange. All benefits relating to the Debentures including Coupon on Debentures (as specified for each Tranche Issue and Series by Pricing Supplements) shall be available from the Deemed Date of Allotment. The actual allotment of Debentures may take place on a date other than the Deemed Date of Allotment.	
Issuance mode of the Instrument	Demat only	
Trading mode of the Instrument	Demat only	
Settlement mode of the Instrument	Payment on redemption will be made by RTGS / NEFT in the name of the Debenture Holders whose names appear in the list of beneficial owners given by the Depository to the Issuer as on the Record Date.	
Depositories	NSDL	
Day Count Convention	<p>A day on which money markets are functioning in Mumbai (for the purpose of this section, shall be referred to as the “Working Day”).</p> <p>In line with day count convention stipulated in the SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016, it is hereby clarified that:</p> <p>Should a Final Maturity Date or the Record Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the preceding Working Day shall be considered as the effective date. Further, should the Interest Payment Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the next Working Day shall be considered as the effective date, provided that the Interest shall be calculated till the last day of the relevant Interest Period. It is further clarified that, should the Final Maturity Date/ Redemption Date, as defined in the relevant pricing supplement, fall on a day which is not a Working Day, the previous Working Day will be considered as the effective date for both the Redemption Date and the last Interest Payment Date, provided that the Interest shall be calculated till but excluding such effective date.</p>	
Record Date	The record date shall be 15 (fifteen) calendar days prior to each Interest Payment Date, or the Redemption Date for determining the beneficiaries of the Debentures for the interest payment and/or principal repayment in relation thereto.	



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Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)	<p>Exclusive charge by way of hypothecation of Book Debts / Receivables of customers (other than receivables from the holding company) having external rating of "A or above" created out of bank's finance to the extent of 1.25 times of the outstanding limit. Further, this is to clarify that any MNC rated "A or above" or equivalent created out of bank's finance would also be eligible for the hypothecation</p> <p>The Debenture Trust Deed shall be executed prior to Allotment of Debentures.</p> <p>i.e. The Security shall be created and perfected upfront.</p> <p>In case of any delay in the execution of Debenture Trust Deed beyond 3 (three) months from the date of Allotment of the Debentures, the Company will pay default interest of at least 2% (two percent) per annum over the Interest rate till these conditions are complied with. Such default interest will be independent of any other default interest required to be paid pursuant to this Shelf Disclosure Document.</p>
Transaction Documents	<ol style="list-style-type: none"> 1. Letter appointing Trustees to the Debenture Holders 2. Private Placement Offer Letter 3. Information Memorandum 4. Debenture Trust Deed 5. Deed of Hypothecation 6. Debenture Trustee Agreement 7. Board Resolution authorizing this Issuance 8. Rating letter with the aforesaid Rating Agency(ies) with respect to this Issuance 9. Any other document as may be agreed between the parties. 10. In Principal approval from stock exchanges for listing of NCDs. <p>All transaction documents will comply with the requirements prescribed by the RBI (if applicable), SEBI (if applicable) and under the Companies Act, 2013 for the issuance of non-convertible debentures.</p>
Security Documents	Debenture Trust Deed, read with any amendments or supplements thereto.



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Conditions Precedent to Disbursement	<ol style="list-style-type: none"> 1. Credit Rating by CRISIL Limited and any other Rating Agency 2. In-principle listing approval from any of the Stock Exchanges 3. Consent Letter from the Debenture Trustee for the Issue 4. Signed Disclosure Document 5. Certified copy of Board and Shareholders Resolution 6. Dual rating must be obtained for the proposed NCD issue prior to disbursement and the rating should not be less than A- 7. All the investments to be listed on stock exchange within 45 days of investment to provide liquidity. 8. Receivables other than those from the holding company shall be considered for security coverage. 9. Security is to be created and perfected upfront including Hypothecation Agreement. However, ROC charge filing may be created post disbursement within the stipulated timelines as per relevant provisions of Companies Act. 10. Banks's prescribed documents to be executed and the same to be vetted by the Legal Department / Cell of the bank. 11. Company to accept the terms & conditions of sanction unconditionally. 12. Company shall pass suitable board resolution for the borrowings. 13. Company to submit latest due diligence certificate from Chartered Accountant/Company Secretary of the company in RBI format and satisfied upon.
Conditions Subsequent	Listing of the Debentures on the wholesale debt segment of the BSE within 45 days from the date of allotment.



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Events of Default	<ol style="list-style-type: none"> 1. Default in payment of monies within 7 Business Days from the due date in respect of Interest and/or Principal Amounts owing upon the Debentures or in payment of any other monies including costs, charges and expenses incurred by the Trustees; 2. Breach in the performance or observance of any covenant, condition or provision contained in the Transaction Documents; 3. Any breach or default in terms of the existing debenture documents executed in relation to the issue and allotment of non-convertible debentures to the Existing Debenture Holders; 4. The end-use not as per the objects of the Issue; 5. The Issuer admits in writing its inability to pay its debt with respect to the Transaction Documents as they mature; 6. A receiver or a liquidator is appointed or allowed to be appointed of all or any part of Issuer's undertaking; 7. The Issuer ceases to carry on its business; or 8. Expropriation, nationalization of assets of the Issuer or assuming control of the Issuer's business by any governmental authority or any approval or permission to carry on the Issuer's material business is revoked by the competent government authority and such disability has not been remedied for at least 150 (one hundred and fifty) days; 9. Any petition for winding-up of the Issuer being instituted or appointment of a receiver or liquidator for any part of the Issuer's property and in each case such action has not been dismissed within 150 (one hundred and fifty) days of its occurrence; and 10. Any execution, attachment or restraint has been levied against all or any material part of the Issuer's assets and in each case if such disability has not been remedied within 150 days. <p>The Issuer shall have a cure period of (i) 7 (seven) days to remedy the default specified in 1 above and (ii) 45 (forty five) days to remedy all other defaults specified above.</p>
Provisions related to Cross Default Clause	Any default in making any payments of coupons/interest, redemption amounts, default interest or any other monies when due to, or breach of any of the terms of the debenture related documents executed for the benefit of, the Existing Debenture Holders and such default/breach is not cured within the applicable cure periods granted for the same by such debenture holders/their trustee.



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Role and Responsibilities of Debenture Trustee	<p>Provisions related to Cross Default - Any default in making any payments of coupons/interest, redemption amounts, default interest or any other monies when due to, or breach of any of the terms of the debenture related documents executed for the benefit of, the Existing Debenture Holders and such default/breach is not cured within the applicable cure periods granted for the same by such debenture holders/their trustee.</p> <p>Roles and responsibilities of the Debenture Trustee - Subject to the terms of the Debenture Trust Deed, all the rights and remedies of the Debenture Holders shall vest in and shall be exercised by the Debenture Trustee without referring to the Debenture Holders. The Investors/ Debenture Holders are deemed to have irrevocably given their authority and consent to Debenture Trustee to act as the debenture trustee and for doing such acts, deeds and things necessary in respect of or relating to the security to be created for securing such debentures and signing such documents to carry out their duty in such capacity. All rights and remedies under the Debenture Trust Deed or the other Security Documents shall rest and be exercised by the Debenture Trustee without any reference to the Debenture Holders. Any payment by the Issuer to the Debenture Trustee on behalf of the Debenture Holders shall discharge the Issuer pro tanto to the Debenture Holders. The Debenture Trustee shall have the right to provide any consent for any restructuring or amalgamation by the Issuer, if it is satisfied that the rights and interests of the Debenture Holders would not be detrimentally affected by such restructuring or amalgamation. Resignation/retirement of the Debenture Trustee shall be as per terms of the Debenture Trust Deed entered into/ to be entered into between the Issuer and the Debenture Trustee. A notice in writing to the Debenture Holders shall be provided for the same.</p> <p>The Debenture Trustee ipso facto does not have the obligations of the Company as a principal debtor or as a guarantor as to the monies paid/invested by the Investors /Debenture Holders for the Debentures</p> <p>The Debenture Trustee shall duly intimate the Debenture Holders and the general public by issuing a press release on occurrence of any of the following events:</p> <ul style="list-style-type: none"> (a) Default by the Issuer to make payments of any amounts in relation to the Debentures including the Interest etc; (b) Failure of the Issuer to create a charge over its assets in accordance with the Security Documents for the Debentures; and (c) Revision of credit rating assigned to the Debentures. <p>Such information shall also be placed on the websites of the Debenture Trustee and the Issuer.</p>
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Other terms and conditions	<ul style="list-style-type: none"> • Company to submit audited financials of the company once it is completed. • The Company should obtain Bank's prior approval for extending any corporate guarantees / contractual comforts on behalf of group companies. • Customer to submit subsequent due diligence certificate as and when required by the bank. • Company to desist from making fresh investments in subsidiaries. • All stipulated charges over the assets of borrower companies are to be registered with the Registrar of the Companies (ROC) within 30 days from the date of its creation and to ensure that all our stipulated charges are duly registered. • Documents / mortgage are to be verified by Legal Dept. and the clean verification certificate is to be kept on branch record. • The Company should maintain separate books and records which should correctly reflect their financial position and scope of operations and should submit to the bank / consortium leader at regular intervals; such statements as may be prescribed by the bank in terms of RBI instructions issued from time to time. • The borrower Company to register the charges created / modified extended on their assets in favor of the Consortium of Banks with the Registrar of Companies within a period of 30 days from the date of their creation / modification / extension. • Latest Search Report shall be obtained from the Registrar of Companies and it is to be verified that the charges on the Company's assets charged to us are properly registered and that there are no intervening charges on the said properties in favor of third parties. • The Company's aggregate borrowings should not exceed its borrowing powers. • The borrower to submit two copies of the Audited Balance Sheet, Profit & Loss A/c. etc. along with relevant schedules within six months from the close of the accounting year or three months before the due date of review, whichever is earlier. • The Company to keep the bank informed of the happening of the event likely to have substantial effect on the profit / business or circumstances adversely affecting the financial position of its subsidiaries / group companies / companies in which it has invested including any action taken by creditors against the 'said' Companies legally or otherwise. • The Company shall agree and consent to the Bank and the Reserve Bank of India as required under RBI Circular letter DBOD No.BC_DL.4/20.16.002/99-2000 dtd. 21.10.1999 that in case of default in repayment of the loan / advances in the payment of interest thereon or any of the agreed installments of the loan on due dates, the bank/RBI shall have an unqualified right to disclose or publish the name of the Company or its Directors as defaulters in such manner and through such medium as the Bank or the RBI in their absolute discretion may think fit. • The Company to ensure to get external credit rating done by any one of the approved external credit rating agencies viz; ICRA, CRISIL,
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	<p>FITCH & CARE every year for the total exposure of the Bank / Consortium to the Company.</p> <ul style="list-style-type: none"> • Company will inform to bank if they are availing any new loan from any other bank and details of bank borrowings shall be submitted quarterly. • In case of default by the Company in repayment of the loan(s) and interest thereon as per due date the Lenders / their trustees and/or the Reserve Bank of India / Credit Information Bureau of India Ltd. (CIBIL) will have an unqualified right to disclose or publish the name of the Company and its directors in such manner and through such medium as the lenders/their trustees or Reserve Bank of India / CIBIL in their absolute discretion may think fit. • The Company to undertake that during the currency of the facility it would not without prior written permission of the Bank: <ul style="list-style-type: none"> a. Formulate any scheme of Merger / Amalgamation / Acquisition / Reconstruction. b. Invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group Companies); normal trade credit or security deposits in the normal course of business or advances to employees can however be extended. c. Enter into borrowing arrangement either secured or unsecured with any other bank, financial institution and Company or otherwise or accept deposits apart from the arrangement indicated in the funds flow statement submitted to the Bank from time to time and approved by the Bank. d. Undertake any guarantee obligation on behalf of any other Company. e. Sell / Assign / Mortgage or otherwise dispose off any of the fixed assets charged to the Bank. f. Enter into any contractual obligation of a long-term nature or affecting the Company financially to significant extent. g. Permit any transfer of the controlling interest or make any drastic change in the management set-up. h. Repay monies brought in by the promoters/ directors/ principal shareholders and their friends and relatives by way of deposits/ loans/ advances. Further the rate of interest, if any payable on such deposits/ loans/ advances should be lower than the rate of interest charged by the Bank on its term loan and payment of such interest will be subject to regular repayment of installments under term loans granted/ guarantees executed by the Bank or other repayment obligations if any due from the Company to the Bank. All unsecured loans/ deposits raised by the Company for financing a project are always subordinate to the loans of banks / financial institutions and should be permitted to be repaid only with the prior approval of all the banks and the financial institutions concerned. • Penal Interest: In terms of the Current Instructions from RBI, the Bank may charge penal interest at 2% p.a. above the rate applicable to Cash Credit account subject to maximum stipulated by RBI from time to time on the entire outstanding in the account(s) under the following circumstances.
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	<ul style="list-style-type: none"> • Irregularities in accounts. • Non-submission/delayed submission of stock statements for default period. • Non-submission/delayed submission of QIS statements. • Non-payment/non-acceptance of demand / usance bills of exchange on presenting at due date. • Non Compliance of any Terms & Conditions. • Branch has the right to ensure end use of funds in compliance of Bank's Guidelines. • The Company to furnish an undertaking to the bank to the effect that the loan should not be utilized for any purpose other than for which it is granted and the loan should not be utilized for a) Subscription to or purchase of shares and debentures; b) for extending loans to subsidiary or associate companies or extending inter corporate deposits; and c) any speculative purpose. • The Company should undertake that they should not induct a person who is Director on the Board of a Company which has been identified as a willful defaulter and that in case such person is found to be on the Board of the Borrower Company, the borrower would take expeditious and effective steps for removal of the person from its Board. The aforesaid undertaking may be obtained by way of separate letter / duly executed by borrower on non-judicial stamp paper of requisite value. • Company to furnish undertaking to the effect that none of their directors and promoters are appearing on ECGC specific approval list, RBI's caution list or RBI's defaulter list and none of its directors including promoter director has defaulted in the payment of the dues of any bank. A director with identical name appearing in the defaulter list should submit an affidavit (to be signed before the executive Magistrate) confirming that he is not the same person whose name is appearing in the defaulter's list. • Board of directors of the Company must pass a resolution for availing loan facilities from Bank, authorizing a person for signing the documents / mortgage deed etc. • Bank reserves the right to recall the facility / improve the rate of interest / commission if there is any decrease in the credit rating or variance of financial indicators more than 20% against estimated. • In respect of accounts under multiple banking arrangement, branch to ensure the guidelines issued by bank vide its Circular No.BCC:BR:101:225 dtd. 20.07.2009 & BCC:BR:98/60 dtd. 02.03.2006 regarding attending meetings & giving commitments on behalf of our bank. • The bank shall have a right of set off against, all monies, securities and other property of the borrower now or hereafter in the possession of or on deposit with the bank, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such right of set off may be exercised with our demand upon or notice to the borrower. No right of set off shall be deemed to have been waived by any act or conduct on the part of the bank, or by any neglect to exercise such right of set off, or by any delay in so doing and every rights of set off shall continue in full force and effect until such rights
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	<p>of set off is specifically waived or released by an instrument in writing executed by Bank.</p> <ul style="list-style-type: none"> • The company must undertake:- <ul style="list-style-type: none"> • To supply to the Bank, within one week of their publication, copies of company's provisional quarterly & annual reports and audited accounts • To provide to Bank of Baroda promptly information about all material and adverse changes in the company's ownership and management. • Notwithstanding what is herein contained, we shall at any time and from time to time, be entitled to notify you and thereafter charge interest at such notified rate and this letter shall be construed as if such revised rate were mentioned herein. In case of default in the payment of cancellation charges/premium, or compliance with terms and conditions or breach of specific covenants' etc. you shall be charged as per the existing Bank of Baroda Bank's practice. • Any other condition favourable in the interest of the bank as stipulated by the existing lenders shall be applicable to the company as well.
Illustration of Bond Cashflows	Kindly refer to Annexure V of this Information Memorandum
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with the laws of India. The Debenture Holders, by purchasing the Debentures, agree that the courts and tribunals at Mumbai shall have exclusive jurisdiction with respect to matters relating to the Debentures.

Note:

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.



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SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

In case of listing of debt securities issued through private placement, the following disclosures are required to be made in terms of the Debt Listing Regulations:

- A. Name of the Bank declaring the entity as a Wilful Defaulter: The Issuer has not been declared as a wilful defaulter by any bank or financial institution or consortium thereof.**
- B. The year in which the entity is declared as a Wilful Defaulter: NA**
- C. Outstanding amount when the entity is declared as a Wilful Defaulter: NA**
- D. Name of the entity declared as a Wilful Defaulter: NA**
- E. Steps taken, if any, for the removal from the list of wilful defaulters: NA**
- F. Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: NA**
- G. Any other disclosure as specified by SEBI: NA**



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SECTION 7: TRANSACTION DOCUMENTS

7.1 Transaction Documents

The following documents shall be executed in relation to the Issue (“**Transaction Documents**”);

- A. Debenture Trustee Agreement, which will confirm the appointment of Axis Trustee Services Limited as the Debenture Trustee (“**Debenture Trustee Agreement**”);
- B. Debenture Trust Deed, which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer (“**Debenture Trust Deed**”);
- C. Hypothecation Agreement pursuant to which the Issuer will create an exclusive and first ranking charge by way of hypothecation over the Hypothecated Assets in favour of the Debenture Trustee to secure its obligations in respect of the Debentures (“**Hypothecation Agreement**”); and
- D. Such other documents as agreed between the Issuer and the Debenture Trustee.

The Debenture Trustee Agreement, the Debenture Trust Deed and the Hypothecation Agreement shall be executed on or prior to the Issue Closing Date.

- Letter appointing Trustees to the Debenture Holders
- Private Placement Offer Letter
- Information Memorandum
- Debenture Trust Deed
- Deed of Hypothecation
- Debenture Trustee Agreement
- Board Resolution authorizing this Issuance
- Rating letter with the aforesaid Rating Agency(ies) with respect to this Issuance
- Any other document as may be agreed between the parties.
- In Principal approval from stock exchanges for listing of NCDs.

All transaction documents will comply with the requirements prescribed by the RBI (if applicable), SEBI (if applicable) and under the Companies Act, 2013 for the issuance of non-convertible debentures.



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SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

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

8.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable 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 Law. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other Applicable Law. 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.

8.2 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/fund transfer/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 corporate action.

The list of beneficiaries as of the 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.

8.3 Trustee for the Debenture Holder(s)

The Issuer has appointed Axis Trustee Services Limited to act as trustee for the Debenture Holder(s). The Issuer and the Debenture Trustee intend 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



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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.

8.4 Sharing of Information

The Issuer may, at its option, but subject to Applicable Law, 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 banks, financial institutions, credit bureaus, agencies, statutory bodies, as may be required and neither the Issuer nor its agents shall be liable for use of the aforesaid information.

8.5 Debenture Holder not a Shareholder

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

8.6 Modification of Debentures

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

Any other change or modification to the terms of the Debentures shall require approval by the Majority Debenture Holder(s) in the manner as provided for in the Debenture Trust Deed.

For the avoidance of doubt, the following matters require the consent of Majority Debenture Holder(s), either by providing their express consent in writing or by way of a resolution at a duly convened meeting of the Debenture Holder(s):

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

8.7 Right to accept or reject Applications

The Board of Directors (including a duly authorized committee thereof) reserves its full, unqualified and absolute right to accept or reject any application for subscription to the Debentures, in part or in full, without assigning any reason thereof.

8.8 Notices

Any notice may be served by the Issuer/ Debenture Trustee upon the Debenture Holder(s) through registered post, recognized overnight courier service, hand delivery, e-mail or by facsimile transmission addressed to such Debenture Holder at its/his registered address, e-mail 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, recognized overnight courier service, hand delivery, email or by facsimile transmission to the Issuer or to such persons at such address/ facsimile number/ e-mail as provided in the Disclosure Document or as may be notified by the Issuer/ Debenture Trustee from time to time through suitable communication. All correspondence regarding the Debentures should be marked "Private Placement of Debentures".



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Notice(s) shall be deemed to be effective (a) in the case of registered mail, 5 (Five) Business Days after posting via certified or registered mail, return receipt requested; (b) 1 (One) Business Day after delivery by recognized overnight courier service, if sent for next Business day delivery (c) in the case of facsimile at the time when dispatched with a report confirming proper transmission; (d) in the case of personal delivery, at the time of delivery or (e) or in case of e-mail at the time of the sending thereof (provided no delivery failure notification is received by the sender within 24 hours of sending such email).

8.9 Issue Procedure

Only 'Eligible Investors' as given hereunder to whom this Information Memorandum is addressed, 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.

8.10 Application Procedure

The eligible investors will be invited to subscribe during the period between the Issue Opening Date and the Issue Closing Date (both dates inclusive) by way of the Application Form prescribed in the Private Placement Offer Cum Application Letter. 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 from the Issue Opening Date to the Issue Closing Date (both dates inclusive).

8.11 Fictitious Application

All fictitious applications will be rejected.

8.12 Basis of Allotment

Notwithstanding anything stated elsewhere, the Issuer reserves the right to accept or reject any application, in part or in full, without assigning any reason. 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.

8.13 Payment Instructions

The Application Form should be submitted directly. The entire amount of Rs. 10,00,000/- (Rupees Ten Lakh only) per Debenture is payable along with the making of an application. Applicants can remit the application amount through RTGS on Pay-in Date. The RTGS details of the issuer are as under:

Beneficiary Name	Capsave Finance Private Limited – Application Money
Bank Account No	50200023146282
SWIFT Code	HDFCINBBXXX
IFSC Code	HDFC0000212
Bank Name	HDFC Bank Limited
Branch Address	Ground Floor, Conwood House, Yashodham, General A.K. Vaidya Marg, Mumbai Maharashtra -400063



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8.14 Eligible Investors

The following categories of investors who have been specifically approached and have been identified upfront, are eligible to apply in the Issue 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:

- A. Mutual Funds
- B. Alternative Investment Funds
- C. Non-banking financial companies
- D. Provident Funds and Pension Funds
- E. Corporates
- F. Banks
- G. Foreign Portfolio Investors (FPIs)
- H. Insurance Companies
- I. Investment holding companies of high net worth individuals
- J. Any other person eligible to invest in the Debentures

All potential investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this issue of Debentures. Potential investors who are not resident in India shall also ensure compliance with conditions (including in relation to eligibility and mode of payment) as prescribed in the Foreign Exchange Management (Borrowing and Lending) Regulations, 2018 as well as the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017.

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

8.15 Procedure for Applying for Dematerialised Facility

- A. The applicant must have at least one beneficiary account with any of the DPs 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 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 or the Issuer, as applicable.
- F. If incomplete/incorrect details are given under the heading “Details for Issue of Debentures in Electronic/Dematerialised Form” in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- G. For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.



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H. The redemption amount or other benefits would be paid to those Debenture Holder(s) whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.16 Depository Arrangements

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

8.17 List of Beneficiaries

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

8.18 Application under Power of Attorney

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

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

8.19 Procedure for application by Mutual Funds and Multiple Applications

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

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

- A. SEBI registration certificate
- B. Resolution authorizing investment and containing operating instructions
- C. Specimen signature of authorized signatories



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8.20 Documents to be provided by Investors

Investors need to submit the following documents, as applicable

- A. Memorandum and Articles of Association or other constitutional documents
- B. Resolution authorising investment
- C. Power of Attorney to custodian
- D. Specimen signatures of the authorised signatories
- E. Registration certificate issued by RBI, SEBI or IRDAI, as applicable to the investor.
- F. Self-attested copy of PAN card
- G. Application Form (including EFT/RTGS details)

8.21 Applications to be accompanied with Bank Account Details

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

8.22 Succession

In the event of winding-up of the holder of the Debenture(s), the Issuer will recognize the liquidator 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.

8.23 Mode of Payment

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

8.24 Effect of Holidays

If the due date for payment of Coupon falls on a day that is not a Business Day, then the due date in respect of such payment shall be on the immediately succeeding Business Day; however, the dates of the future Coupon payments would be as per the schedule originally stipulated in **Annexure V**. 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 because of it having fallen on non-Business Day.

If the date for performance of any event or the Maturity Date/ Redemption Date falls on a day that is not a Business Day, then the due date in respect of the performance of such event or the Maturity Date/ Redemption Date shall be paid on the immediately preceding Business Day.

8.25 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 Holder(s) at the office of the R&T Agents of the Issuer at least 15 (Fifteen) calendar 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.



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If any payments under this issuance is subject to any tax deduction other than such amounts as are required as per current regulations existing as on the date of the Debenture Trust Deed, including if the Company shall be required legally to make any payment for tax from the interest/coupon payable under the Issue, (“**Tax Deduction**”), the Company shall make such Tax Deduction, and shall simultaneously pay to the Debenture Holder(s) such additional amounts as may be necessary in order that the net amounts received by the Debenture Holder(s) after the Tax Deduction shall equal the respective amounts which would have been receivable by the Debenture Holder(s) in the absence of such Tax Deduction.

8.26 Letters of Allotment

The letter of allotment, indicating allotment of the Debentures, shall be dispatched to the Investor 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 7 (Seven) Business Days from the Deemed Date of Allotment or within such timelines as permissible under Applicable Law.

8.27 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is August 20, 2020 by which date the investors would be intimated of allotment.

8.28 Record Date

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

8.29 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 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, R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

8.30 Interest on Application Money

Please refer Section 5.21 of this Information Memorandum.

8.31 PAN Number

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

8.32 Payment on Redemption

Payment on redemption will be made by way of cheque(s)/redemption warrant(s)/demand draft(s)/credit 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)



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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.

Disclaimer: Please note that only those persons to whom this Information Memorandum has been specifically addressed are eligible to apply in the Issue. 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 those 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.



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SECTION 9: DECLARATION

The Issuer hereby declares that all relevant provisions of the SEBI Debt Listing Regulations and other Applicable Laws, have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the SEBI Debt Listing Regulations or other Applicable Law.

The Issuer further certifies that all statements contained in this Information Memorandum are true and correct. The Issuer also confirms that this Information Memorandum does not omit disclosure of any material fact which may make the statements made therein, in the light of the circumstances under which they are made, misleading.

For **Capsave Finance Private Limited**



Authorised Signatory
Name: Mr. Ashok Biyani
Title: CFO
Date: August 18, 2020



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ANNEXURE I: TERM SHEET
INDICATIVE TERM SHEET ("TERM SHEET") FOR INVESTMENT IN
RATED, LISTED SENIOR, SECURED, REDEEMABLE, TAXABLE, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES TO BE ISSUED BY CAPSAVE FINANCE PRIVATE LIMITED

Issuer/Company	Capsave Finance Private Limited										
Investor(s)/Debenture Holders	Bank of Baroda										
Debenture Trustee	Axis Trustee Services Limited										
Rating Agency	CRISIL Limited										
Rating	CRISIL A- (Stable) & ACUITE A-										
Parent Company	Rent Alpha Private Limited										
Guarantor(s)	-										
Issuance	Rated, Listed Senior, Secured, Redeemable, Taxable, Transferable, Non-Convertible Debentures ("NCDs" or "Debentures")										
Issuance Size	INR. 20,00,00,000/- (Indian Rupees Twenty Crores only)										
Interest Rate	9.18% per annum payable quarterly										
Interest Type	Fixed										
Redemption Value	At Par										
Tenor	36 months from the Deemed Date of Allotment										
Put Option	Not Applicable										
Call Option	Not Applicable										
Ranking	<p>Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.</p> <p>Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p>										
Registrar & Transfer Agent	Link Intime India Pvt. Ltd.										
Depository	NSDL										
Issuance mode	Dematerialized, Private Placement										
Trading mode	Dematerialized										
Settlement mode	RTGS / NEFT										
Issue Schedule	<table border="1"> <tr> <td>Issue Open Date</td> <td>August 18, 2020</td> </tr> <tr> <td>Issue Close Date</td> <td>August 20, 2020</td> </tr> <tr> <td>Pay-in Date</td> <td>August 20, 2020</td> </tr> <tr> <td>Deemed Date of Allotment</td> <td>August 20, 2020</td> </tr> </table>			Issue Open Date	August 18, 2020	Issue Close Date	August 20, 2020	Pay-in Date	August 20, 2020	Deemed Date of Allotment	August 20, 2020
Issue Open Date	August 18, 2020										
Issue Close Date	August 20, 2020										
Pay-in Date	August 20, 2020										
Deemed Date of Allotment	August 20, 2020										
Listing	<p>The NCDs are proposed to be listed on the Bombay Stock Exchange ("BSE") within 20 calendar days of the Deemed Date of Allotment</p> <p>In case of a delay by the Issuer in listing the Debentures beyond 20 (Twenty) days from the Deemed Date of Allotment the Issuer shall make payment to the Debenture Holders of penal interest calculated on the face value of the Debentures at the rate of minimum of 1% (one Percent) p.a. over the Coupon Rate from the expiry of 30 (Thirty) calendar days from the Deemed Date of Allotment until the listing of the Debentures.</p>										
Business Days	Means a day (other than a Saturday and Sunday or a bank/National holiday) on which banks are open for general business in New Delhi, India										
Business Day Convention	<ul style="list-style-type: none"> If the date of payment of any interest in respect of the Debentures falls on a day that is not a Business Day, such payment of interest shall be made on the next occurring Business Day; 										



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	<ul style="list-style-type: none"> • If the date of payment of any redemption amount falls on a day that is not a Business Day, such payment of installment shall be made on the immediately preceding Business Day; and • If the Final Redemption Date or the Early Redemption Date (the date on which the Debentures are redeemed prior to the Final Redemption Date in terms of the Transaction Documents), as the case may be, falls on a day that is not a Business Day, such payment of interest and redemption amount shall be made on the immediately preceding Business Day.
Record Date	15 (Fifteen) Calendar Days prior to each coupon payment date and redemption date.
Purpose of the facility	To meet the funding requirements of the Issuer's financing activities and towards general business purposes of the Issuer, in compliance with relevant regulatory guidelines.
End Use	The proceeds shall be parked in such accounts/ places as may be permitted under Applicable Law, from time to time, and utilised by the Issuer towards re-financing or takeout financing of Infrastructure Projects based on public private partnerships and/or non-public private partnerships (or such other projects that may be permitted by the RBI from time to time) in accordance with Applicable Law, and for such other purposes, including towards other financing and general business purposes of the Issuer, in compliance with relevant regulatory guidelines, and in such a manner that may be permitted by the RBI or under Applicable Law from time to time.
Issue price	Face Value
Security	<p>Exclusive charge by way of hypothecation of Book Debts / Receivables of customers (other than receivables from the holding company) having external rating of "A or above" created out of bank's finance to the extent of 1.25 times of the outstanding limit. Further, this is to clarify that any MNC rated "A or above" or equivalent created out of bank's finance would also be eligible for the hypothecation</p> <p>The Debenture Trust Deed shall be executed prior to Allotment of Debentures.</p> <p>i.e. The Security shall be created and perfected upfront.</p> <p>In case of any delay in the execution of Debenture Trust Deed beyond 3 (three) months from the date of Allotment of the Debentures, the Company will pay default interest of at least 2% (two percent) per annum over the Interest rate till these conditions are complied with. Such default interest will be independent of any other default interest required to be paid pursuant to this Shelf Disclosure Document.</p>
Face value	INR 10,00,000 (Indian Rupees Ten Lakh Only)
Issue Price	INR 10,00,000 (Indian Rupees Ten Lakh Only)
Minimum subscription amount	INR 1,00,00,000 (Indian Rupees One Crore Only)
Maturity Date	<p>The exposure is proposed to be repaid in 12 Quarterly Installments having 12 Principal Installment commencing next quarter from the date of First Disbursement.</p> <p>The illustrative cashflow are mentioned in Annexure</p>
Day count basis	<p>Actual/Actual</p> <p>It is clarified that in case of Interest payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred</p>



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	and sixty six) days (per the SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016).
Interest Payment Frequency	Quarterly
Principal Repayment	The exposure is proposed to be repaid in 12 Quarterly Installments having 12 Principal Installment commencing next month from the date of First Disbursement.
Default Interest Rate	Non-payment of Interest / installment on the due date will attract penal interest @2.00% over and above the applicable ROI on entire facility till the time Default is cured. Penal interest would also be charged as per bank's guidelines for any breach of financial discipline or non-compliance of the terms of sanction.
Prepayment Charges	As per Bank Guidelines
Redemption Amount	The aggregate of the Principal Amount, 100% (hundred percent) of which will be paid on the respective maturity dates of each series of Debentures.
Interest on application money	<p>Interest at applicable Interest rate will be paid on the application money to the applicants (subject to the deduction of tax at source at prevailing rates, as applicable). Such interest will be paid for the period commencing from the date of credit or realization of the cheque(s)/demand draft(s) up to but excluding the Deemed Date of Allotment. Such interest will be paid to the relevant applicants within 15 (fifteen) days from the Deemed Date of Allotment.</p> <p>Such interest would be paid on all the valid applications, including the refunds. Where the entire subscription amount has been refunded, the Interest on application money will be paid along with the refund orders. Where an applicant is allotted lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the applicant along with the interest on application money.</p>
Transaction documents	<ul style="list-style-type: none"> ● Letter appointing Trustees to the Debenture Holders ● Private Placement Offer Letter ● Information Memorandum ● Debenture Trust Deed ● Deed of Hypothecation ● Debenture Trustee Agreement ● Board Resolution authorizing this Issuance ● Rating letter with the aforesaid Rating Agency(ies) with respect to this Issuance ● Any other document as may be agreed between the parties. ● In Principal approval from stock exchanges for listing of NCDs. <p>All transaction documents will comply with the requirements prescribed by the RBI (if applicable), SEBI (if applicable) and under the Companies Act, 2013 for the issuance of non-convertible debentures.</p>
Conditions Precedent	<ol style="list-style-type: none"> 1. Credit Rating by CRISIL Limited and any other Rating Agency 2. In-principle listing approval from any of the Stock Exchanges 3. Consent Letter from the Debenture Trustee for the Issue 4. Signed Disclosure Document 5. Certified copy of Board and Shareholders Resolution 6. Dual rating must be obtained for the proposed NCD issue prior to disbursement and the rating should not be less than A- 7. All the investments to be listed on stock exchange within 45 days of investment to provide liquidity. 8. Receivables other than those from the holding company shall be considered for security coverage. 9. Security is to be created and perfected upfront including



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	<p>Hypothecation Agreement. However, ROC charge filing may be created post disbursement within the stipulated timelines as per relevant provisions of Companies Act.</p> <ol style="list-style-type: none"> 10. Banks's prescribed documents to be executed and the same to be vetted by the Legal Department / Cell of the bank. 11. Company to accept the terms & conditions of sanction unconditionally. 12. Company shall pass suitable board resolution for the borrowings. 13. Company to submit latest due diligence certificate from Chartered Accountant/Company Secretary of the company in RBI format and satisfied upon.
Conditions Subsequent	Listing of the Debentures on the wholesale debt segment of the BSE.
Events of Default	<ol style="list-style-type: none"> 1. Default in payment of monies within 7 Business Days from the due date in respect of Interest and/or Principal Amounts owing upon the Debentures or in payment of any other monies including costs, charges and expenses incurred by the Trustees; 2. Breach in the performance or observance of any covenant, condition or provision contained in the Transaction Documents; 3. Any breach or default in terms of the existing debenture documents executed in relation to the issue and allotment of non-convertible debentures to the Existing Debenture Holders; 4. The end-use not as per the objects of the Issue; 5. The Issuer admits in writing its inability to pay its debt with respect to the Transaction Documents as they mature; 6. A receiver or a liquidator is appointed or allowed to be appointed of all or any part of Issuer's undertaking; 7. The Issuer ceases to carry on its business; or 8. Expropriation, nationalization of assets of the Issuer or assuming control of the Issuer's business by any governmental authority or any approval or permission to carry on the Issuer's material business is revoked by the competent government authority and such disability has not been remedied for at least 150 (one hundred and fifty) days; 9. Any petition for winding-up of the Issuer being instituted or appointment of a receiver or liquidator for any part of the Issuer's property and in each case such action has not been dismissed within 150 (one hundred and fifty) days of its occurrence; and 10. Any execution, attachment or restraint has been levied against all or any material part of the Issuer's assets and in each case if such disability has not been remedied within 150 days. <p>The Issuer shall have a cure period of (i) 7 (seven) days to remedy the default specified in 1 above and (ii) 45 (forty five) days to remedy all other defaults specified above.</p>
Provisions related to Cross Default Clause	Any default in making any payments of coupons/interest, redemption amounts, default interest or any other monies when due to, or breach of any of the terms of the debenture related documents executed for the benefit of, the Existing Debenture Holders and such default/breach is not cured within the applicable cure periods granted for the same by such debenture holders/their trustee.
Role and Responsibilities of Debenture Trustee	Subject to the terms of the Debenture Trust Deed, all the rights and remedies of the Debenture Holders shall vest in and shall be exercised by the Debenture Trustee without referring to the Debenture Holders. The Investors/ Debenture Holders are deemed to have irrevocably given their authority and consent to Debenture Trustee to act as the debenture trustee and for doing such acts, deeds and things necessary



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	<p>in respect of or relating to the security to be created for securing such debentures and signing such documents to carry out their duty in such capacity. All rights and remedies under the Debenture Trust Deed or the other Security Documents shall rest and be exercised by the Debenture Trustee without any reference to the Debenture Holders. Any payment by the Issuer to the Debenture Trustee on behalf of the Debenture Holders shall discharge the Issuer pro tanto to the Debenture Holders. The Debenture Trustee shall have the right to provide any consent for any restructuring or amalgamation by the Issuer, if it is satisfied that the rights and interests of the Debenture Holders would not be detrimentally affected by such restructuring or amalgamation. Resignation/retirement of the Debenture Trustee shall be as per terms of the Debenture Trust Deed entered into/ to be entered into between the Issuer and the Debenture Trustee. A notice in writing to the Debenture Holders shall be provided for the same.</p> <p>The Debenture Trustee ipso facto does not have the obligations of the Company as a principal debtor or as a guarantor as to the monies paid/invested by the Investors /Debenture Holders for the Debentures</p> <p>The Debenture Trustee shall duly intimate the Debenture Holders and the general public by issuing a press release on occurrence of any of the following events:</p> <ol style="list-style-type: none"> Default by the Issuer to make payments of any amounts in relation to the Debentures including the Interest etc; Failure of the Issuer to create a charge over its assets in accordance with the Security Documents for the Debentures; and Revision of credit rating assigned to the Debentures. <p>Such information shall also be placed on the websites of the Debenture Trustee and the Issuer.</p>
Other terms and conditions	<ul style="list-style-type: none"> Company to submit audited financials of the company once it is completed. The Company should obtain Bank's prior approval for extending any corporate guarantees / contractual comforts on behalf of group companies. Customer to submit subsequent due diligence certificate as and when required by the bank. Company to desist from making fresh investments in subsidiaries. All stipulated charges over the assets of borrower companies are to be registered with the Registrar of the Companies (ROC) within 30 days from the date of its creation and to ensure that all our stipulated charges are duly registered. Documents / mortgage are to be verified by Legal Dept. and the clean verification certificate is to be kept on branch record. The Company should maintain separate books and records which should correctly reflect their financial position and scope of operations and should submit to the bank / consortium leader at regular intervals; such statements as may be prescribed by the bank in terms of RBI instructions issued from time to time.



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	<ul style="list-style-type: none"> • The borrower Company to register the charges created / modified extended on their assets in favor of the Consortium of Banks with the Registrar of Companies within a period of 30 days from the date of their creation / modification / extension. • Latest Search Report shall be obtained from the Registrar of Companies and it is to be verified that the charges on the Company's assets charged to us are properly registered and that there are no intervening charges on the said properties in favor of third parties. • The Company's aggregate borrowings should not exceed its borrowing powers. • The borrower to submit two copies of the Audited Balance Sheet, Profit & Loss A/c. etc. along with relevant schedules within six months from the close of the accounting year or three months before the due date of review, whichever is earlier. • The Company to keep the bank informed of the happening of the event likely to have substantial effect on the profit / business or circumstances adversely affecting the financial position of its subsidiaries / group companies / companies in which it has invested including any action taken by creditors against the 'said' Companies legally or otherwise. • The Company shall agree and consent to the Bank and the Reserve Bank of India as required under RBI Circular letter DBOD No.BC.DL.4/20.16.002/99-2000 dtd. 21.10.1999 that in case of default in repayment of the loan / advances in the payment of interest thereon or any of the agreed installments of the loan on due dates, the bank/RBI shall have an unqualified right to disclose or publish the name of the Company or its Directors as defaulters in such manner and through such medium as the Bank or the RBI in their absolute discretion may think fit. • The Company to ensure to get external credit rating done by any one of the approved external credit rating agencies viz; ICRA, CRISIL, FITCH & CARE every year for the total exposure of the Bank / Consortium to the Company. • Company will inform to bank if they are availing any new loan from any other bank and details of bank borrowings shall be submitted quarterly. • In case of default by the Company in repayment of the loan(s) and interest thereon as per due date the Lenders / their trustees and/or the Reserve Bank of India / Credit Information Bureau of India Ltd. (CIBIL) will have an unqualified right to disclose or publish the name of the Company and its directors in such manner and through such medium as the lenders/their trustees or Reserve Bank of India / CIBIL in their absolute discretion may think fit. • The Company to undertake that during the currency of the facility it would not without prior written permission of the Bank: <ul style="list-style-type: none"> a. Formulate any scheme of Merger / Amalgamation / Acquisition / Reconstruction. b. Invest by way of share capital in or lend or advance funds to or place deposits with any other concern (including group Companies); normal trade credit or security deposits in the normal course of business or advances to employees can however be extended.
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	<p>c. Enter into borrowing arrangement either secured or unsecured with any other bank, financial institution and Company or otherwise or accept deposits apart from the arrangement indicated in the funds flow statement submitted to the Bank from time to time and approved by the Bank.</p> <p>d. Undertake any guarantee obligation on behalf of any other Company.</p> <p>e. Sell / Assign / Mortgage or otherwise dispose off any of the fixed assets charged to the Bank.</p> <p>f. Enter into any contractual obligation of a long-term nature or affecting the Company financially to significant extent.</p> <p>g. Permit any transfer of the controlling interest or make any drastic change in the management set-up.</p> <p>h. Repay monies brought in by the promoters/ directors/ principal shareholders and their friends and relatives by way of deposits/ loans/ advances. Further the rate of interest, if any payable on such deposits/ loans/ advances should be lower than the rate of interest charged by the Bank on its term loan and payment of such interest will be subject to regular repayment of installments under term loans granted/ guarantees executed by the Bank or other repayment obligations if any due from the Company to the Bank. All unsecured loans/ deposits raised by the Company for financing a project are always subordinate to the loans of banks / financial institutions and should be permitted to be repaid only with the prior approval of all the banks and the financial institutions concerned.</p> <ul style="list-style-type: none"> • Penal Interest: In terms of the Current Instructions from RBI, the Bank may charge penal interest at 2% p.a. above the rate applicable to Cash Credit account subject to maximum stipulated by RBI from time to time on the entire outstanding in the account(s) under the following circumstances. <ul style="list-style-type: none"> • Irregularities in accounts. • Non-submission/delayed submission of stock statements for default period. • Non-submission/delayed submission of QIS statements. • Non-payment/non-acceptance of demand / usance bills of exchange on presenting at due date. • Non Compliance of any Terms & Conditions. • Branch has the right to ensure end use of funds in compliance of Bank's Guidelines. • The Company to furnish an undertaking to the bank to the effect that the loan should not be utilized for any purpose other than for which it is granted and the loan should not be utilized for a) Subscription to or purchase of shares and debentures; b) for extending loans to subsidiary or associate companies or extending inter corporate deposits; and c) any speculative purpose. • The Company should undertake that they should not induct a person who is Director on the Board of a Company which has been identified as a willful defaulter and that in case such person is found to be on the Board of the Borrower Company, the borrower would take expeditious and effective steps for removal of the person from its Board. The aforesaid undertaking may be obtained by way of
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	<p>separate letter / duly executed by borrower on non-judicial stamp paper of requisite value.</p> <ul style="list-style-type: none"> • Company to furnish undertaking to the effect that none of their directors and promoters are appearing on ECGC specific approval list, RBI's caution list or RBI's defaulter list and none of its directors including promoter director has defaulted in the payment of the dues of any bank. A director with identical name appearing in the defaulter list should submit an affidavit (to be signed before the executive Magistrate) confirming that he is not the same person whose name is appearing in the defaulter's list. • Board of directors of the Company must pass a resolution for availing loan facilities from Bank, authorizing a person for signing the documents / mortgage deed etc. • Bank reserves the right to recall the facility / improve the rate of interest / commission if there is any decrease in the credit rating or variance of financial indicators more than 20% against estimated. • In respect of accounts under multiple banking arrangement, branch to ensure the guidelines issued by bank vide its Circular No.BCC:BR:101:225 dtd. 20.07.2009 & BCC:BR:98/60 dtd. 02.03.2006 regarding attending meetings & giving commitments on behalf of our bank. • The bank shall have a right of set off against, all monies, securities and other property of the borrower now or hereafter in the possession of or on deposit with the bank, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such right of set off may be exercised with our demand upon or notice to the borrower. No right of set off shall be deemed to have been waived by any act or conduct on the part of the bank, or by any neglect to exercise such right of set off, or by any delay in so doing and every rights of set off shall continue in full force and effect until such rights of set off is specifically waived or released by an instrument in writing executed by Bank. • The company must undertake:- <ul style="list-style-type: none"> - To supply to the Bank, within one week of their publication, copies of company's provisional quarterly & annual reports and audited accounts - To provide to Bank of Baroda promptly information about all material and adverse changes in the company's ownership and management. - Notwithstanding what is herein contained, we shall at any time and from time to time, be entitled to notify you and thereafter charge interest at such notified rate and this letter shall be construed as if such revised rate were mentioned herein. In case of default in the payment of cancellation charges/premium, or compliance with terms and conditions or breach of specific covenants' etc. you shall be charged as per the existing Bank of Baroda Bank's practice. <p>Any other condition favourable in the interest of the bank as stipulated by the existing lenders shall be applicable to the company as well.</p>
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holder, Investment Manager of Debenture Holders, and their respective



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	shareholders, officers, directors, employees, representatives and attorneys from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer.
Confidentiality	The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, it shall, at a reasonable time after making any such disclosure or filing, inform the other Parties.
Governing Law and Jurisdiction	This Term Sheet shall be governed and construed exclusively in accordance with the laws of India. The Debenture Holders, by purchasing the Debentures, agree that the courts and tribunals at Mumbai shall have exclusive jurisdiction with respect to matters relating to the Debentures.
Transaction Costs	The Issuer shall bear all transaction related costs incurred by the Debenture Holder with respect to legal counsel, valuers and auditors/consultants. Such costs include: <ul style="list-style-type: none"> • Trustee fees • Rating fees • Listing fees • Stamping and registration costs in relation to all Transaction Documents • Any other reasonable transaction related expense incurred by the Debenture Holders
Taxes, Duties, Costs and Expenses	<ul style="list-style-type: none"> • Relevant taxes, duties and levies are to be borne by the Issuer. • The charges / fees and any amounts payable under this Debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Issuer additionally.

Redemption Schedule

Illustration of Bond Cash Flows per Debenture

Particulars	Dates	Amount Flow	Reducing Principal	Days
Initial Cash flow	20-Aug-20	1,000,000.00	(1,000,000.00)	
Coupon	20-Nov-20	(23,138.63)		92
1st Installment	20-Nov-20	(83,333.33)	(916,666.67)	
Coupon	20-Feb-21	(21,210.41)		92
2nd Installment	20-Feb-21	(83,333.33)	(833,333.33)	
Coupon	20-May-21	(18,653.42)		89
3rd Installment	20-May-21	(83,333.33)	(750,000.00)	
Coupon	20-Aug-21	(17,353.97)		92
4th Installment	20-Aug-21	(83,333.33)	(666,666.67)	
Coupon	20-Nov-21	(15,425.75)		92
5th Installment	20-Nov-21	(83,333.33)	(583,333.33)	
Coupon	20-Feb-22	(13,497.53)		92



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6th Installment	20-Feb-22	(83,333.33)	(500,000.00)	
Coupon	20-May-22	(11,192.05)		89
7th Installment	20-May-22	(83,333.33)	(416,666.67)	
Coupon	20-Aug-22	(9,641.10)		92
8th Installment	20-Aug-22	(83,333.33)	(333,333.33)	
Coupon	20-Nov-22	(7,712.88)		92
9th Installment	20-Nov-22	(83,333.33)	(250,000.00)	
Coupon	20-Feb-23	(5,784.66)		92
10h Installment	20-Feb-23	(83,333.33)	(166,666.67)	
Coupon	20-May-23	(3,730.68)		89
11th Installment	20-May-23	(83,333.33)	(83,333.33)	
Coupon	20-Aug-23	(1,928.22)		92
12th Installment	20-Aug-23	(83,333.33)	-	

Final Cash Flow

Particulars	Dates	Amount Flow	Reducing Principal	Days
Initial Cash flow	20-Aug-20	200,000,000.00	(200,000,000.00)	
Coupon	20-Nov-20	(4,627,726.03)		92
1st Installment	20-Nov-20	(16,666,666.67)	(183,333,333.33)	
Coupon	20-Feb-21	(4,242,082.19)		92
2nd Installment	20-Feb-21	(16,666,666.67)	(166,666,666.67)	
Coupon	20-May-21	(3,730,684.93)		89
3rd Installment	20-May-21	(16,666,666.67)	(150,000,000.00)	
Coupon	20-Aug-21	(3,470,794.52)		92
4th Installment	20-Aug-21	(16,666,666.67)	(133,333,333.33)	
Coupon	20-Nov-21	(3,085,150.68)		92
5th Installment	20-Nov-21	(16,666,666.67)	(116,666,666.67)	
Coupon	20-Feb-22	(2,699,506.85)		92
6th Installment	20-Feb-22	(16,666,666.67)	(100,000,000.00)	
Coupon	20-May-22	(2,238,410.96)		89
7th Installment	20-May-22	(16,666,666.67)	(83,333,333.33)	
Coupon	20-Aug-22	(1,928,219.18)		92
8th Installment	20-Aug-22	(16,666,666.67)	(66,666,666.67)	
Coupon	20-Nov-22	(1,542,575.34)		92
9th Installment	20-Nov-22	(16,666,666.67)	(50,000,000.00)	
Coupon	20-Feb-23	(1,156,931.51)		92
10h Installment	20-Feb-23	(16,666,666.67)	(33,333,333.33)	
Coupon	20-May-23	(746,136.99)		89
11th Installment	20-May-23	(16,666,666.67)	(16,666,666.67)	
Coupon	20-Aug-23	(385,643.84)		92
12th Installment	20-Aug-23	(16,666,666.67)	(0.00)	



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ANNEXURE II: RATING LETTER & RATING RATIONALE

Ratings



An S&P Global Company

CONFIDENTIAL

CPVFAC/248427/NCD/06102020/1

August 11, 2020

Mr. Ashok Biyani
Chief Financial Officer
Capsave Finance Private Limited
Unit No. 501, Wing-D, Lotus Corporate Park,
Western Express Highway,
Goregaon (East),
Mumbai - 400063

Dear Mr. Ashok Biyani,

Re: CRISIL Rating on the Rs.125 Crore Non-Convertible Debentures of Capsave Finance Private Limited

All ratings assigned by CRISIL are kept under continuous surveillance and review.

Please refer to our rating letter dated June 10, 2020 bearing Ref. no.: CPVFAC/248427/NCD/06102020

Please find in the table below the rating outstanding for your company.

S.No.	Instrument	Rated Amount (Rs. in Crore)	Rating Outstanding
1	Non-Convertible Debentures	125	CRISIL A-Stable

In the event of your company not making the issue within a period of 180 days from the above date, or in the event of any change in the size or structure of your proposed issue, a fresh letter of revalidation from CRISIL will be necessary.

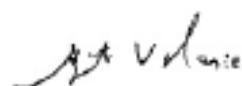
As per our Rating Agreement, CRISIL would disseminate the rating along with outlook through its publications and other media, and keep the rating along with outlook under surveillance for the life of the instrument. CRISIL reserves the right to withdraw, or revise the rating / outlook assigned to the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

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

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

With warm regards,

Yours sincerely,



Ajit Velonic
Director - CRISIL Ratings



Nivedita Shibu
Associate Director - CRISIL Ratings



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

CRISIL Limited
Corporate Identity Number: L-67128NHLRPTPLC 0422983

Registered Office: CRISIL House, Central Avenue, Hinjewadi Business Park, Powai, Mumbai - 400 076. Phone: +91 22 3342 3000 | Fax: +91 22 4040 1800
www.crisil.com



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Rating Letter - Intimation of Rating Action

Letter Issued on: August 03, 2020
 Letter Expires on: June 22, 2021

Scan this QR Code to verify
authenticity of this rating

Capsave Finance Private Limited
 Unit No. 501, Wing-D,
 Lotus Corporate Park,
 Western Express Highway,
 Goregaon (East),
 Mumbai 400063



Kind Attn.: Mr. Ashok Biyani, CFO (Tel. No. 9930840248)

Dear Mr. Biyani,

Sub.: Rating(s) Assigned - Non-Convertible Debentures of Capsave Finance Private Limited

Please note that the current rating(s) and outlook, instrument details, and latest rating action for the aforementioned instrument are as under:

	Long Term Instruments	Short Term Instruments
Total Rated Quantum (Rs. Cr.)	20.00	Not applicable
Quantum of Enhancement (Rs. Cr.)	Not applicable	Not applicable
Rating	ACUITE A+	Not applicable
Outlook	Stable	Not applicable
Most recent Rating Action	Assigned	Not applicable
Date of most recent Rating Action	August 03, 2020	Not applicable
Rating Watch	Not applicable	Not applicable

Acuité reserves the right to revise the ratings, along with the outlook, at any time, on the basis of new information, or other circumstances which Acuité believes may have an impact on the ratings. Such revisions, if any, would be appropriately disseminated by Acuité as required under prevailing SEBI guidelines and Acuité's policies.

This letter will expire on **June 22, 2021** or on the day when Acuité takes the next rating action, whichever is earlier. It may be noted that the rating is subject to change anytime even before the expiry date of this letter. Hence lenders / investors are advised to visit <https://www.acuite.in/> OR scan the QR code given above to confirm the current outstanding rating.

Acuité will re-issue this rating letter on **June 23, 2021** subject to receipt of surveillance fee as applicable. If the rating is reviewed before **June 22, 2021**, Acuité will issue a new rating letter.

Suman Chowdhury

Suman Chowdhury
 Chief Analytical Officer

Annexures: A. Details of the Rated Instrument
 B. Details of the rating prior to the above rating action



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

ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE

Corporate Office : Axis Trustee Services Limited The Ruby 2nd Floor
SW 29 Senapati Bapat Marg Dadar West Mumbai- 400 028
Phone : 022-62300420 Fax : 022-62300700
Email : compliance@axistrustee.com



ATSL/CO/20-21/0052
Date : 21st July, 2020.

CAPSAVE FINANCE PRIVATE LIMITED
Unit No.501 Wing D, Lotus Corporate Park,
Western Express Highway,
Goregaon East, - 400063

Kind Attn : Mr. Ashok Bilyani

Dear Sir,

Sub: Consent to act as Debenture Trustee for listed secured non convertible debentures aggregating to Rs.20 crore proposed to be issued by Capsave Finance Private Limited

We, Axis Trustee Services Limited, hereby give our consent to act as the Debenture Trustee for the above mentioned issue of Debentures having a tenure of more than one year and are agreeable to the inclusion of our name as Debenture Trustee in the Shelf Prospectus/ Private Placement offer letter/ Information Memorandum and/or application to be made to the Stock Exchange for the listing of the said Debentures.

Axis Trustee Services Limited (ATSL) consenting to act as Debenture Trustees is purely its business decision and not an indication on the Issuer Company's standing or on the Debenture Issue. By consenting to act as Debenture Trustees, ATSL does not make nor deems to have made any representation on the Issuer Company, its operations, the details and projections about the Issuer Company or the Debentures under Offer made in the Shelf Prospectus/ Private Placement offer letter/ Information Memorandum / Offer Document. Applicants / Investors are advised to read carefully the Shelf Prospectus/ Private Placement offer letter/ Information Memorandum / Offer Document and make their own enquiry, carry out due diligence and analysis about the Issuer Company, its performance and profitability and details in the Shelf Prospectus/ Private Placement offer letter/ Information Memorandum / Offer Document before taking their investment decision. ATSL shall not be responsible for the investment decision and its consequence.

We also confirm that we are not disqualified to be appointed as Debenture Trustee within the meaning of Rule 18(2)(c) of the Companies (Share Capital and Debentures) Rules, 2014.

Yours Truly,

For Axis Trustee Services Limited

JAYDEEP BHATTACHARYA
Digitally signed by JAYDEEP BHATTACHARYA
Date: 2020.07.21 11:06:08 +05'30'

Jaydeep Bhattacharya
Deputy General Manager

Registered Office : Mumbai
Website : www.axistrustee.com Corporate Identity Number : UT4999MH2008PLC182264
A wholly owned subsidiary of Axis Bank Limited.



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

ANNEXURE IV: LAST AUDITED FINANCIAL STATEMENTS

CAPSAVE FINANCE PRIVATE LIMITED
BALANCE SHEET AS AT 31st MARCH 2020

Particulars	Note no.	(Rupees)		
		As at 31.03.2020	As at 31.03.2019	
EQUITY AND LIABILITIES				
Shareholders' funds				
Share capital	2	93,651,180	78,324,360	
Reserves and surplus	3	1,909,461,171	1,330,047,293	
		<u>2,003,112,351</u>	<u>1,408,371,653</u>	
Non-Current Liabilities				
Long Term Borrowings	4	329,999,998	400,030,000	
Other long term liabilities	5	577,610,947	361,345,723	
Long term provisions	6	15,493,299	6,076,885	
		<u>923,104,154</u>	<u>767,442,608</u>	
Deferred tax liabilities (net)	7	99,954,306	92,885,385	
Current Liabilities				
Short-term borrowings	8	500,000,000	450,000,000	
Trade payables				
i) total outstanding dues of micro enterprises and small enterprises		101,104	182,978	
ii) total outstanding dues of creditors other than micro enterprises and small enterprises		1,776,641	266,623	
Other current liabilities	9	507,402,026	374,239,883	
Short term provisions	6	10,419,148	2,179,378	
		<u>1,019,698,919</u>	<u>826,868,862</u>	
TOTAL		<u>4,045,869,730</u>	<u>3,065,568,508</u>	
ASSETS				
Non-current assets				
Property, Plant and Equipment	10	995,683,594	915,755,822	
Intangibles under development		3,225,000	-	
Asset under Deployment		22,512,352	4,960,783	
Long-term loans and advances	11	1,766,979,149	1,296,279,744	
Other non-current assets	12	415,993	393,242	
		<u>2,768,816,088</u>	<u>2,217,389,591</u>	
Current assets				
Trade receivables	13	11,259,837	8,199,054	
Cash and bank balances	14	85,959,143	145,533,106	
Short-term loans and advances	11	1,094,841,995	670,879,507	
Other current assets	15	84,992,667	53,567,250	
		<u>1,277,053,642</u>	<u>878,178,917</u>	
TOTAL		<u>4,045,869,730</u>	<u>3,065,568,508</u>	
Significant Accounting Policies	1(B)			
The notes referred to above form an integral part of the financial statements				
As per our report of even date attached				
For PKF Seidhar & Santhanam LLP Chartered Accountants Firm Registration No.0039905/S200018		For and on behalf of the Board of Directors		
				
R. Suryanarayanan Partner Membership No.201602 UDIN: 20201402AAAAABA2772 Place: Mumbai Dated: 26th June 2020		Jinesh Jain CEO & Director DIN: 06807613	Praveen Chauhan Director DIN: 06802734	
		Ashok Bilyani Chief Financial Officer		
Place: Mumbai Dated: 26th June 2020		Place: Mumbai Dated: 26th June 2020	Place: Mumbai Dated: 26th June 2020	
				

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

CAPSAVE FINANCE PRIVATE LIMITED
Statement of Profit and Loss for the period ended 31st March 2020

Particulars	Note no.	(Rupees)	
		For the Year ended 31.03.2020	For the Year ended 31.03.2019
I. Income from operations	16	831,437,876	589,522,616
II. Other income	17	16,906,950	7,643,543
III. Total Revenue (I + II)		848,344,826	597,166,159
IV. Expenses:			
Purchase cost of Bonds		92,046,408	109,652,351
Employee Benefit Expenses	18	36,301,178	28,499,633
Finance costs	19	96,998,175	60,221,078
Depreciation and amortisation	10	183,111,746	101,590,868
Provisions against Standard Assets		10,643,501	4,249,208
Other expenses	20	71,535,914	39,514,815
Total expenses		490,636,922	343,727,953
V. Profit / (Loss) before exceptional items and tax (III-IV)		357,707,904	253,438,206
VI. Exceptional items (Financial Advisory fees)		-	22,400,000
VII. Profit / (Loss) before tax (V+VI)		357,707,904	275,838,206
VIII. Tax expense:			
Current tax		(104,945,684)	(57,933,742)
MAT Credit Entitlement		-	48,649,660
Excess / (Short) Provision of Tax for Earlier Years		101,687	-
Deferred tax	7	(7,068,921)	(69,704,267)
		(111,912,918)	(78,988,349)
IX. Profit / (Loss) for the year (VII-VIII)		245,794,986	196,849,857
Significant Accounting Policies	1(B)		
X. Earnings per share (face value Rs. 10 each):			
Basic and Diluted	21(8)	28.22	26.79

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

For PKF Sridhar & Santhanam LLP
Chartered Accountants
Firm Registration No.003990S/5200018

For and on behalf of the Board of Directors



R. Suriyanarayanan
Partner
Membership No.201402
UDIN: 20201402AAAABA2772
Place: Mumbai
Dated: 26th June 2020




Jinesh Jain
CEO & Director
DIN: 06807613

Place: Mumbai
Dated: 26th June 2020



Praveen Chauhan
Director
DIN: 06802734

Place: Mumbai
Dated: 26th June 2020



Ashok Biyani
Chief Financial Officer



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

CAPSAVE FINANCE PRIVATE LIMITED
Statement of Cash Flows for the year ended 31 March 2020

(Rupee)

Particulars	Year ended 31.03.2020	Year ended 31.03.2019
A. Cash flow from Operating Activities		
Net Profit/(Loss) before Tax	867,707,004	275,630,306
Adjustments for:		
Depreciation and Amortisation	163,311,746	101,500,868
Interest income	(7,199,262)	(4,632,290)
Provisions against Standard Assets	10,643,501	4,248,318
Purchase of Bonds	92,046,408	109,652,351
Sale of Bonds	(92,333,014)	(109,794,964)
Finance Costs	88,794,454	59,359,396
Other non-operating expenses - net	85,611	210,356
(Gain)/Loss on Sale of Leased Assets - net	(392,487)	-
(Gain)/Loss on Sale of Mutual Fund Investments	(9,099,492)	(2,974,273)
Operating (Loss)/Profit before Working Capital changes	257,947,045	157,690,736
Adjustments for:		
(Increase)/ Decrease in Operating Leased Assets - net of sales	(513,119,298)	(870,820,630)
(Increase)/ Decrease in Assets on Finance	(716,445,134)	(590,321,859)
(Increase)/ Decrease in Receivable Discounting Facility	(83,488,691)	(134,249,674)
(Increase)/ Decrease in Assets under Deployment	(17,551,559)	60,108,425
(Increase)/Decrease in Advances and Other Assets	(91,589,879)	(195,497,471)
Increase/ (Decrease) in Interest on Long Term Borrowing	(54,731,502)	(50,481,823)
Increase/ (Decrease) in Interest on Inter-corporate loan from Holding Company	(18,881,777)	(7,582,911)
Changes in Payables, Liabilities and Provisions	274,073,898	(1,034,705,007)
Cash flow before taxation	(49,048,059)	(786,285,814)
Direct taxes paid (including interest)	(88,897,918)	(75,917,388)
Net Cash Flow generated from/used in Operating Activities (A)	(467,905,976)	(962,203,172)
B. Cash flow from Investing Activities		
Deposits placed (net)	51,138,798	(7,872,378)
Interest received on Deposits	7,139,783	4,661,326
Purchase and generation of Intangible Assets	(3,225,900)	-
Purchase of Mutual Fund Investment	(1,286,001,000)	182,500,000
Sale of Mutual Fund Investment	1,289,099,692	890,474,272
Purchase of Bonds	92,046,408	109,652,351
Sale of Bonds	92,333,014	109,794,964
Net Cash Flow generated from Investing Activities (B)	64,239,879	(36,334,327)
C. Cash flow from Financing Activities		
Debt and other borrowings		
- Advances from Holding company	647,500,000	350,000,000
- Repayment to Holding company	(597,500,000)	(337,200,000)
- Advances from Banks and Financial Institutions	200,000,000	450,000,000
- Repayment to Banks and Financial Institutions	(203,333,332)	(100,000,000)
Share issue expenses	(681,448)	(210,356)
Proceeds from issue of Equity Shares (including premium)	248,945,712	210,286,268
Net Cash Flow from Financing Activities (C)	394,930,993	972,585,572
Net Increase in Cash and Cash Equivalents (A+B+C)	8,438,163	86,098,573
Cash and Cash Equivalents at the beginning of the year	86,358,692	6,252,319
Cash and Cash Equivalents at the end of the year	95,796,855	86,268,892
Reconciliation of Cash and cash equivalents with the Balance Sheet:		
Cash and cash equivalents (Refer Note 14)	86,358,692	145,883,106
Less: Bank balances not considered as Cash and cash equivalents as defined in AS 3 Cash Flow Statement		
In earmarked accounts	(8,175,614)	(59,514,414)
Cash and Bank Balance (As per note 14)	77,833,527	86,348,692

As per our report of even date attached.

For PKF Seidhar & Satharayam LLP

Chartered Accountants

Firm Registration No.0239995552000034

R. Suryanarayanan

Partner

Membership No.201462

UDIN: 3301462AAAABA2772

Place: Mumbai

Dated: 26th June 2020

For and on behalf of the Board of Directors

Jitendra Jain

CEO & Director

DIN: 06897613

Praveen Chander

Director

DIN: 06902734

Ashok Ryani

Chief Financial Officer

Place: Mumbai

Dated: 26th June 2020

Place: Mumbai

Dated: 26th June 2020



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

CAPSAVE FINANCE PRIVATE LIMITED
BALANCE SHEET AS AT 31 MARCH 2019

Particulars	Note no.	(Rupees)	
		As at 31.03.2019	As at 31.03.2018
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	2	78,326,360	64,843,830
Reserves and surplus	3	1,330,047,298	936,381,697
		<u>1,408,371,653</u>	<u>1,001,225,527</u>
Non-Current Liabilities			
Long Term Borrowings	4	400,000,000	-
Other long term liabilities	5	361,345,725	114,678,304
Long term provisions	6	6,096,885	2,837,955
		<u>767,442,608</u>	<u>117,516,259</u>
Deferred tax liabilities (net)	7	92,885,385	23,181,118
Current Liabilities			
Short-term borrowings	8	450,000,000	237,500,000
Trade payables			
i) total outstanding dues of micro enterprises and small enterprises		182,979	-
ii) total outstanding dues of creditors other than micro enterprises and small enterprises		266,623	248,596
Other current liabilities	9	374,239,883	127,646,007
Short term provisions	6	2,179,379	14,884,387
		<u>826,868,863</u>	<u>380,278,990</u>
TOTAL		3,095,568,509	1,522,201,894
ASSETS			
Non-current assets			
Property, Plant and Equipment	10	915,755,823	462,699,268
Asset under Deployment		4,960,783	65,069,210
Long-term loans and advances	11	1,296,279,744	640,721,681
Other non-current assets	12	350,000	350,000
		<u>2,317,346,350</u>	<u>1,168,840,159</u>
Current assets			
Current investments			
Trade receivables	13	8,199,054	3,266,356
Cash and bank balances	14	145,533,106	27,662,155
Short-term loans and advances	13	670,879,507	294,177,775
Other current assets	15	53,610,492	28,315,448
		<u>878,222,159</u>	<u>353,361,735</u>
TOTAL		3,095,568,509	1,522,201,894
Significant Accounting Policies	1(B)		
The notes referred to above form an integral part of the financial statements			
As per our report of even date attached			



For PKF Sridhar & Sandhanam LLP
Chartered Accountants
Registration No.0039905/S200018
R. Suryanarayanan
Partner
Membership No.201402

Place: Mumbai
Dated: 6th June 2019

For and on behalf of the Board of Directors
Jinesh Jain
CEO & Director
DIN: 06807613
Praveen Chauhan
Director
DIN: 06802734

Place: Mumbai
Dated: 6th June 2019

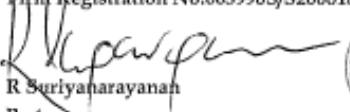
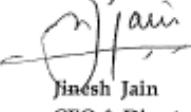
Ashok Bhatia
Chief Financial Officer
Signature

Place: Mumbai
Dated: 6th June 2019



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

CAPSAVE FINANCE PRIVATE LIMITED
Statement of Profit and Loss for the year ended 31st March 2019

Particulars	Note no.	For the Year ended 31.03.2019	For the Year ended 31.03.2018	(Rupees)
I. Income from operations	16	589,522,616	255,987,123	
II. Other income	17	7,643,543	1,996,811	
III. Total Revenue (I + II)		597,166,159	257,983,934	
IV. Expenses:				
Purchase cost of Bonds		109,652,351	70,279,637	
Employee Benefit Expenses	18	28,499,633	25,768,785	
Finance costs	19	60,221,078	4,446,069	
Depreciation and amortisation	10	101,590,868	39,417,549	
Provisions against Standard Assets		4,249,208	1,669,489	
Other expenses	20	39,514,815	10,307,798	
Total expenses		343,727,953	151,889,327	
V Profit / (Loss) before exceptional items and tax (III-IV)		253,438,206	106,094,607	
VI Exceptional items (Financial Advisory fees)		22,400,000	-	
VII Profit / (Loss) before tax (V+VI)		275,838,206	106,094,607	
VIII Tax expense:				
Current tax		(57,933,742)	(23,270,780)	
MAT Credit Entitlement		48,649,660	23,270,780	
Deferred tax	7	(69,704,267)	(23,181,118)	
		(78,988,349)	(23,181,118)	
IX Profit / (Loss) for the year (VII-VIII)		196,849,857	82,913,489	
Significant Accounting Policies	1(B)			
X Earnings per share (face value Rs. 10 each):				
Basic and Diluted	21(8)	26.79	17.83	
The notes referred to above form an integral part of the financial statements				
As per our report of even date attached				
For PKF Sridhar & Santhanam LLP Chartered Accountants Firm Registration No.003990S/S200018		For and on behalf of the Board of Directors		
 R. Suriyanarayanan Partner Membership No.201402		 Jinesh Jain CEO & Director DIN: 06807613	 Praveen Chauhan Director DIN: 06802734	 Ashok Biyani Chief Financial Officer Place: Mumbai Dated: 6th June 2019
Place: Mumbai Dated: 6th June 2019		Place: Mumbai Dated: 6th June 2019	Place: Mumbai Dated: 6th June 2019	Place: Mumbai Dated: 6th June 2019



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

CAPSOLVE FINANCE PRIVATE LIMITED
Statement of Cash Flows for the year ended 31 March 2019

(In rupees)

Particulars	Year ended 31.03.2019	Year ended 31.03.2018
A. Cash flow from Operating Activities		
Net Profit/(Loss) before Tax	275,638,206	186,994,687
Adjustments for:		
Depreciation and amortisation	101,590,664	39,617,549
Interest Income	(6,632,200)	(1,125,904)
Provisions against Standard Assets	4,249,208	1,669,489
Intangible Assets under development written off	-	1,800,000
Purchase of Bonds	109,653,351	-
Sale of Bonds	(109,764,904)	-
Share Issue expenses	210,256	1,208,590
Interest on Tax	1,324,662	1,271,180
Interest on Long term borrowing	50,481,823	-
Interest on Short term borrowing from Holding Company	7,532,911	2,838,699
(Profit)/Loss on sale of Shares	(2,974,273)	-
Operating (loss)/profit before working capital changes	157,690,716	47,080,673
Adjustments for:		
Changes in advances and other assets	(193,497,070)	(82,946,482)
Changes in Assets on finance	(59,321,689)	(423,324,146)
Changes in Receivable Discounting Facility	(134,249,674)	(254,213,032)
Purchase of Fixed Assets	(679,830,638)	(248,336,438)
Interest on Short term borrowing from Holding Company	(7,532,910)	(8,886,689)
Interest on Long term borrowing	(50,481,823)	-
Changes in Assets under deployment	60,108,427	(60,081,832)
Changes in payables, liabilities and provisions	267,001,188	99,459,347
	(1,339,814,756)	(204,081,100)
Cash flow before taxation	(781,285,811)	(762,925,310)
Direct taxes paid (including interest)	(75,917,364)	(8,212,655)
Net Cash Flow generated from/(used in) Operating Activities (A)	<u>(862,203,171)</u>	<u>(792,128,344)</u>
B. Cash flow from Investing Activities		
Deposits placed (net)	(37,872,378)	(17,642,036)
Purchase of Investment	827,500,000	-
Sale of Investment	830,474,272	-
Purchase of Bonds	(109,653,351)	(91,279,637)
Sale of Bonds	109,764,904	78,379,634
Interest received	4,461,326	3,068,058
Net Cash Flow generated from Investing Activities (B)	<u>(18,324,227)</u>	<u>(16,572,881)</u>
C. Cash flow from Financing Activities		
Inter-corporate loan from Holding company	590,000,000	300,500,000
Repayment of Inter-corporate loan to Holding company	(307,500,000)	(65,000,000)
Long Term borrowings	(250,000,000)	-
Repayment of Long Term borrowings	(100,000,000)	-
Share Issue expenses	(230,296)	(1,388,560)
Proceeds from issue of Equity Shares (including premium)	210,256,348	565,099,701
Net Cash Flow from Financing Activities (C)	<u>972,585,872</u>	<u>801,391,341</u>
Net Increase in Cash and Cash Equivalents (A+B+C)	<u>88,158,574</u>	<u>(7,311,185)</u>
Cash and Cash Equivalents at the beginning of the year	<u>6,308,319</u>	<u>13,621,394</u>
Cash and Cash Equivalents at the end of the year	<u>66,368,692</u>	<u>6,310,219</u>
Reconciliation of Cash and cash equivalents with the Balance Sheet:		
Cash and cash equivalents (Refer Note 14)	145,483,106	27,952,155
Less: Bank balances not considered as Cash and cash equivalents as defined in AS 3 Cash Flow Statements		
In unmarked accounts	(58,534,454)	(21,642,036)
Cash and Bank Balance (As per note 14)	<u>86,368,692</u>	<u>6,310,159</u>

As per our report of even date attached
For ECG Chidambaram LLP

Chartered Accountants

firm Registration No. 0039905/5200058

Mr. Suryanarayanan

Padmav

Membership No. 304402

Place: Mumbai

Dated: 6th June 2019

For and on behalf of the Board of Directors

Jaish Jain
CEO & Director
DIN: 06807913

Place: Mumbai
Dated: 6th June 2019

Praveen Chaudhary
Director
DIN: 06802374

Place: Mumbai
Dated: 6th June 2019

Ashok Byleg
Chief Financial Officer
DIN: 06802374

Place: Mumbai
Dated: 6th June 2019



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

CAPSAVE FINANCE PRIVATE LIMITED
BALANCE SHEET AS AT 31 MARCH 2018

Particulars	Note no.	(Rupees)	
		As at 31.03.2018	As at 31.03.2017
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	2	64,843,830	31,070,250
Reserves and surplus	3	936,381,697	322,142,087
		<u>1,001,225,527</u>	<u>353,212,337</u>
Non-Current Liabilities			
Deferred tax liabilities (net)	4	23,181,118	-
Other long term liabilities	5	114,678,304	36,430,767
Long term provisions	6	2,837,955	1,328,937
		<u>140,697,377</u>	<u>37,759,704</u>
Current Liabilities			
Short-term borrowings	19(5)	237,500,000	-
Trade payables		-	-
i) total outstanding dues of micro enterprises and small enterprises and small enterprises		-	-
ii) total outstanding dues of creditors other than micro enterprises and small enterprises		2,687,942	2,263,441
Other current liabilities	7	125,206,661	10,387,337
Short term provisions	6	14,884,387	128,786
		<u>380,278,990</u>	<u>12,779,564</u>
TOTAL		1,522,201,894	403,751,605
ASSETS			
Non-current assets			
Fixed Assets	8		
Tangible assets - Property, Plant and Equipment		462,699,268	180,812,012
Capital Work in Progress		-	24,538,872
Intangible assets under development		-	1,800,000
		<u>462,699,268</u>	<u>207,150,884</u>
Asset under Deployment		65,069,210	2,987,388
Long-term loans and advances	9	617,450,901	121,196,064
Other non-current assets	10	350,000	350,000
		<u>682,870,111</u>	<u>134,533,452</u>
Current assets			
Trade receivables	11	3,266,356	1,292,718
Cash and Bank balance	12	27,602,155	17,271,304
Short-term loans and advances	9	317,448,555	51,520,549
Other current assets	13	28,315,449	1,982,698
		<u>376,632,515</u>	<u>72,067,269</u>
TOTAL		1,522,201,894	403,751,605
Significant Accounting Policies	1(B)		

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

For PKF Sridhar & Santhanam LLP
Chartered Accountants
Firm Registration No.0039905/S200018

R. Suriyanayanan
Partner
Membership No.201402

Mumbai,
Dated: 11 June 2018



For and on behalf of the Board of Directors

Pravesh Jain
CEO & Director
DIN: 06807613

Mumbai,
Dated: 11 June 2018

Pravesh Chauhan
Director

Ashok Bhatia
Chief Financial Officer
DIN: 06802734

Mumbai,
Dated: 11 June 2018 Dated: 11 June 2018



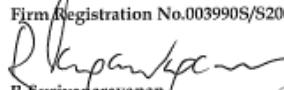
(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

CAPSAVE FINANCE PRIVATE LIMITED
Statement of Profit and Loss for the year ended 31 March 2018

Particulars	Note no.	For the Year ended	(Rupees)
		31.03.2018	31.03.2017
I. Income from operations	14	255,987,123	22,412,619
II. Other income	15	1,996,811	3,493,419
III. Total Revenue (I + II)		257,983,934	25,906,038
IV. Expenses:			
Purchase cost of Bonds		70,279,637	-
Employee Benefit Expenses	16	25,768,785	15,844,861
Finance costs	17	4,446,069	59,757
Depreciation and amortisation	8	39,417,549	6,053,403
Contingent Provisions against Standard Assets		1,669,489	381,668
Other expenses	18	10,307,798	6,236,164
Total expenses		151,889,327	28,575,853
V Profit / (Loss) before Tax (III-IV)		106,094,607	(2,669,815)
VI Tax expense:			
Current tax		(23,270,780)	-
MAT Credit Entitlement		23,270,780	-
Deferred tax	4	(23,181,118)	-
		(23,181,118)	-
VII Profit / (Loss) for the year (V-VI)		82,913,489	(2,669,815)
Significant Accounting Policies	1(B)		
VIII Earnings per share (face value Rs. 10 each):			
Basic and Diluted	19(9)	17.83	(2.31)

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

For PKF Sridhar & Santhanam LLP
Chartered Accountants
Firm Registration No.003990S/S200018

R. Suriyanarayanan
Partner
Membership No.201402

Mumbai.
Dated: 11 June 2018



For and on behalf of the Board of Directors

 Jinesh Jain
CEO & Director
DIN: 06807613

 Praveen Chauhan
Director
DIN: 06802734

Mumbai.
Dated: 11 June 2018

 Ashok Biyani
Chief Financial Officer

Mumbai.
Dated: 11 June 2018



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

CAPSAVE FINANCE PRIVATE LIMITED
Statement of Cash Flows for the year ended 31 March 2018

Particulars	Year ended 31.03.2018	Year ended 31.03.2017	(Rupees)
A. Cash Flow from Operating Activities			
Net Profit/(Loss) before Tax	106,094,607	(2,669,815)	
Adjustments for:			
Depreciation and amortisation	39,417,549	6,053,603	
Interest income	(1,123,904)	(24,369)	
Provisions against Standard Assets	1,689,489	381,668	
Intangible Assets under development written off:	1,800,900	-	
Share issue expenses	1,203,560	-	
Interest on Tax	1,271,280	-	
Interest on Short term borrowing from Holding Company	2,831,699	-	
(Profit)/Loss on sale of Shares	-	-	
Operating (loss)/profit before working capital changes	47,090,673	(3,469,070)	2,941,652
Adjustments for:			
Changes in advances and other assets	253,375,289	271,837	
Changes in Assets on finance	(82,346,402)	(32,906,794)	
Changes in Receivable Discounting Facility	(425,334,144)	(35,336,499)	
Changes in Assets under deployment	(214,213,032)	(114,397,419)	
Changes in payables, liabilities and provisions	(62,081,832)	(24,538,872)	
Cash flow before taxation	99,459,347	(685,116,053)	(136,741,285)
Direct taxes paid (including interest)	(531,940,770)	(136,669,447)	
Net Cash Flow generated from/used in Operating Activities (A)	(941,153,308)	(119,509)	(137,558,652)
B. Cash flow from Investing Activities			
Purchase of Fixed Assets	(288,138,438)	(191,652,603)	
Deposits placed (refd)	(17,642,030)	(4,000,000)	
Sale of Investment	-	4,334,140	
Purchase of Bonds	(70,279,657)	-	
Sale of Bonds	70,279,634	-	
Interest received	3,084,058	-	
Net Cash Flow generated from Investing Activities (B)	(246,710,619)	2,377	(191,316,285)
C. Cash flow from Financing Activities			
ICD from RAFL	302,500,000	-	
Repayment of ICD from RAFL	(63,000,000)	-	
Interest on Short term borrowing from Holding Company	(2,838,698)	-	
Share issue expenses	(1,203,560)	-	
Proceeds from issue of Equity Shares (including premium)	563,093,701	342,659,700	
Net Cash Flow from Financing Activities (C)	798,552,642	342,659,700	
Net Increase in Cash and Cash Equivalents (A+B+C)	(7,311,185)	13,544,463	
Cash and Cash Equivalents at the beginning of the year	13,621,384	36,841	
Cash and Cash Equivalents at the end of the year	6,310,219	13,621,384	
Reconciliation of Cash and cash equivalents with the Balance Sheet:			
Cash and cash equivalents (Refer Note 12)	27,992,155	17,621,384	
Less: Bank balances not considered as Cash and cash equivalents as defined in AS 3 Cash Flow Statement			
In dimmed accounts	(21,642,036)	(4,000,000)	
Cash and Bank Balance [As per note 12]	6,310,119	13,621,384	

As per our report of even date attached.

For P.K. Sridhar & Santhana LLP

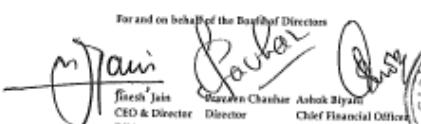
Chartered Accountants

Firm Registration No. 0033935/S/200018



P.K. Sridhar & Santhana LLP
Partner
Membership No. 283402
Mumbai,
Dated: 11 June 2018

For and on behalf of the Board of Directors



Jain Suresh Jain, CEO & Director, DIN: 06807463
Chander Ravinder Chander, Director, DIN: 06882734
Bhatia Ashok Bhatia, Chief Financial Officer, DIN: 06882734
Mumbai, Mumbai, Mumbai,
Dated: 11 June 2018, Dated: 11 June 2018, Dated: 11 June 2018

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

ANNEXURE V: ILLUSTRATION OF BOND CASH FLOWS

<u>Illustration of Bond Cash Flows</u>	
Company	Capsave Finance Private Limited
Face Value (per security)	Rs. 10,00,000/- (Rupees Ten Lakh only)
Deemed Date of Allotment	August 20, 2020
Redemption Date / Maturity Date	The exposure is proposed to be repaid in 12 quarterly installment having 12 Principal Installment commencing after three months from the date of disbursement.
Redemption amount	Rs. 10,00,000/- (Rupees Ten Lakh only) per debenture
Coupon Rate	9.18% (Nine Decimal Eighteen Percent) per annum
Frequency of the Coupon Payment with specified dates	Quarterly
Day Count Convention	365/365

Cash Flow ChartIllustration of Bond Cash Flows per Debenture

Particulars	Dates	Amount Flow	Reducing Principal	Days
Initial Cash flow	20-Aug-20	1,000,000.00	(1,000,000.00)	
Coupon	20-Nov-20	(23,138.63)		92
1st Installment	20-Nov-20	(83,333.33)	(916,666.67)	
Coupon	20-Feb-21	(21,210.41)		92
2nd Installment	20-Feb-21	(83,333.33)	(833,333.33)	
Coupon	20-May-21	(18,653.42)		89
3rd Installment	20-May-21	(83,333.33)	(750,000.00)	
Coupon	20-Aug-21	(17,353.97)		92
4th Installment	20-Aug-21	(83,333.33)	(666,666.67)	
Coupon	20-Nov-21	(15,425.75)		92
5th Installment	20-Nov-21	(83,333.33)	(583,333.33)	
Coupon	20-Feb-22	(13,497.53)		92
6th Installment	20-Feb-22	(83,333.33)	(500,000.00)	
Coupon	20-May-22	(11,192.05)		89
7th Installment	20-May-22	(83,333.33)	(416,666.67)	
Coupon	20-Aug-22	(9,641.10)		92
8th Installment	20-Aug-22	(83,333.33)	(333,333.33)	
Coupon	20-Nov-22	(7,712.88)		92
9th Installment	20-Nov-22	(83,333.33)	(250,000.00)	
Coupon	20-Feb-23	(5,784.66)		92
10th Installment	20-Feb-23	(83,333.33)	(166,666.67)	
Coupon	20-May-23	(3,730.68)		89
11th Installment	20-May-23	(83,333.33)	(83,333.33)	
Coupon	20-Aug-23	(1,928.22)		92
12th Installment	20-Aug-23	(83,333.33)	-	



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Final Cash Flow

Particulars	Dates	Amount Flow	Reducing Principal	Days
Initial Cash flow	20-Aug-20	200,000,000.00	(200,000,000.00)	
Coupon	20-Nov-20	(4,627,726.03)		92
1st Installment	20-Nov-20	(16,666,666.67)	(183,333,333.33)	
Coupon	20-Feb-21	(4,242,082.19)		92
2nd Installment	20-Feb-21	(16,666,666.67)	(166,666,666.67)	
Coupon	20-May-21	(3,730,684.93)		89
3rd Installment	20-May-21	(16,666,666.67)	(150,000,000.00)	
Coupon	20-Aug-21	(3,470,794.52)		92
4th Installment	20-Aug-21	(16,666,666.67)	(133,333,333.33)	
Coupon	20-Nov-21	(3,085,150.68)		92
5th Installment	20-Nov-21	(16,666,666.67)	(116,666,666.67)	
Coupon	20-Feb-22	(2,699,506.85)		92
6th Installment	20-Feb-22	(16,666,666.67)	(100,000,000.00)	
Coupon	20-May-22	(2,238,410.96)		89
7th Installment	20-May-22	(16,666,666.67)	(83,333,333.33)	
Coupon	20-Aug-22	(1,928,219.18)		92
8th Installment	20-Aug-22	(16,666,666.67)	(66,666,666.67)	
Coupon	20-Nov-22	(1,542,575.34)		92
9th Installment	20-Nov-22	(16,666,666.67)	(50,000,000.00)	
Coupon	20-Feb-23	(1,156,931.51)		92
10th Installment	20-Feb-23	(16,666,666.67)	(33,333,333.33)	
Coupon	20-May-23	(746,136.99)		89
11th Installment	20-May-23	(16,666,666.67)	(16,666,666.67)	
Coupon	20-Aug-23	(385,643.84)		92
12th Installment	20-Aug-23	(16,666,666.67)	(0.00)	



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ANNEXURE VI: DIRECTORSHIP DETAILS

Director Master Data			
DIN	06807613		
Name	JINESH JAIN		

List of Companies			
CIN/FCRN	Company Name	Begin Date	End Date
U71210MH2013PTC250247	RENT ALPHA PRIVATE LIMITED	08 February 2014	
U67120MH1992PTC068062	CAPSAVE FINANCE PRIVATE LIMITED	15 June 2016	

List of LLP			
LLPIN/FLLPIN	LLP Name	Begin Date	End Date
AAE-0244	CAPSTONE ADVISORS LLP	26 May 2015	

Director Master Data			
DIN	06802734		
Name	PRAVEEN CHAUHAN		

List of Companies			
CIN/FCRN	Company Name	Begin Date	End Date
U71210MH2013PTC250247	RENT ALPHA PRIVATE LIMITED	27 November 2015	
U67120MH1992PTC068062	CAPSAVE FINANCE PRIVATE LIMITED	15 June 2016	

Director Master Data			
DIN	07072060		
Name	SHARON FARHAAD DASTOOR		

List of Companies			
CIN/FCRN	Company Name	Begin Date	End Date
U71210MH2013PTC250247	RENT ALPHA PRIVATE LIMITED	17 June 2016	
U72200TG2005PTC048246	THOTAKA TEKHNOLGIES INDIA PRIVATELIMITED	14 February 2015	
U67120MH1992PTC068062	CAPSAVE FINANCE PRIVATE LIMITED	03 January 2017	



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Director Master Data	
DIN	06428524
Name	KRISHAN VARMA

List of Companies			
CIN/FCRN	Company Name	Begin Date	End Date
U67120MH1992PTC068062	CAPSAVE FINANCE PRIVATE LIMITED	16 January 2020	
U74899DL1987PTC029601	CONSOLIDATED PLASTO FAB PRIVATE LTD	30 September 2014	
U91990DL1950NPL001746	THE DELHI GOLF CLUB	26 September 2015	
L21010MH1945PLC010337	Ballarpur Industries Ltd	16th May 2019	28th Aug 2019



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ANNEXURE VII: APPLICATION FORM**CAPSAVE FINANCE PRIVATE LIMITED****CIN: U67120MH1992PTC068062**

A private limited company incorporated under the Companies Act, 1956

Date of Incorporation: 7TH August 1992**Registered Office:** Unit No.501 Wing-D, Lotus Corporate Park, Western Express Highway, Goregaon (East), Mumbai - 400 063**Telephone No.:** 022-6173 7603**Website:** www.capsavefinance.com**APPLICATION FORM SERIAL NO.**

Issue of 200 (Two Hundred) rated, secured, unsubordinated, senior, redeemable, taxable, transferable, listed, non-convertible debentures Rs. 10,00,000/- (Rupees Ten Lakh Only) each, aggregating upto Rs. 20,00,00,000/- (Rupees Twenty Crores Only), fully paid-up for cash at par to the face value on a private placement basis (the "Issue").

Debentures applied for:

Number of Debentures: _____ In words _____

Amount Rs. _____ /- in words (**Rupees** _____ **Only**)**DETAILS OF PAYMENT:**

NEFT/ RTGS

No. _____ Drawn on _____ **Bank**

Funds transferred to Capsave Finance Private Limited

Dated _____

Total Amount Enclosed

(In Figures) Rs. _____ /- (In words) Indian Rupees
Only**APPLICANT'S NAME IN FULL (CAPITALS)****SPECIMEN SIGNATURE**

--	--

APPLICANT'S ADDRESS:

ADDRESS				
STREET				
CITY				
PIN		PHONE		FAX



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

I AM / WE ARE () COMPANY () OTHERS () SPECIFY _____

We have read and understood the terms and conditions of the issue of Debentures including the risk factors described in the private placement offer cum application letter dated August 18, 2020 ("PPOA") and have considered these in making our decision to apply. We bind ourselves to the terms and conditions of the PPOA and wish to apply for allotment of the 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: NEFT/ RTGS (Settlement by way of Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	

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 PPOA 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



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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

Initial of the Officer of Capsave Finance Private Limited designated to keep the record



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

INSTRUCTIONS

1. Application form must be completed in full, IN ENGLISH.
2. Signatures must be made in English or in any of the Indian languages. Thumb Impressions must be attested by an authorized official of the Bank or by a Magistrate/Notary Public under his/her official seal.
3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. Cheque(s)/Demand Draft(s) should be drawn in favour of "**Capsave Finance Private Limited**" and crossed "**A/C Payee Only**". Cheque(s)/Demand Draft(s) may be drawn on any scheduled bank and payable at Mumbai. The payment can also be made through RTGS as per the following details:

Beneficiary name	Capsave Finance Private Limited – Application Money
Beneficiary account no.	50200023146282
Beneficiary address	Ground Floor, Conwood House, Yashodham, General A.K. Vaidya Marg, Mumbai Maharashtra -400063
Beneficiary bank	HDFC Bank Limited
Account type	Current
IFSC code	HDFC0000212

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

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

4. Outstation Cheques, Cash, Money Orders, Postal Orders and Stock Invest shall not be accepted.
5. Receipt of applicants will be acknowledged by the Company in the "Acknowledgement Slip" appearing below the application form. No separate receipt will be issued.
6. All applicants should mention their Permanent Account No. or their GIR No. allotted under Income Tax Act, 1961 and the Income Tax Circle/Ward/District. In case where neither the PAN nor the GIR No. has been allotted, the fact of non-allotment should be mentioned in the application form in the space provided. Income Tax as applicable will be deducted at source at the time of payment of interest including interest payable on application money.
7. The application would be accepted as per the terms of the manner outlined in the transaction documents for the private placement.



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Declaration –

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

I am authorized by the Board of Directors of the Company *vide* resolution dated 8th June 2020 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 the Offer Letter 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.

For Capsave Finance Private Limited



Authorised Signatory

Name: Mr. Ashok Biyani

Title: CFO

Date: August 18, 2020

Place: Mumbai

Enclosed

Copy of Board Resolution

Annexure I – Summary of Financial Position of the Company

Annexure II – Number of Persons to Whom Allotment on Preferential Basis/ Private Placement/ Rights Issue has been made

Annexure III – Remuneration of Directors for last 3 Years

Annexure IV - Related Party Transactions

Annexure V – Details of Cash Flow



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

Copy of Board Resolution

**CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED BY CIRCULATION
BY THE BOARD OF DIRECTORS OF THE COMPANY, DATED 11th AUGUST, 2020 AT
THE REGISTERED OFFICE OF THE COMPANY AT UNIT NO. 501, WING-D, LOTUS
CORPORATE PARK, WESTERN EXPRESS HIGHWAY, GOREGAON (EAST),
MUMBAI- 400063 AT 11.00 AM.**

"RESOLVED THAT pursuant to the board resolution dated 8th June 2020 passed in accordance with Section 42, 71, 179(3)(c) and other applicable provisions, if any, of the Companies Act, 2013 and in accordance with Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014, SEBI (Issue & Listing of Debt Securities) Regulations, 2008, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the memorandum and articles of association of the Company and the consents, approvals, permissions and sanctions of the concerned statutory and regulatory authorities, if and to the extent necessary, the Company do issue, offer and allot unsubordinated or subordinated, listed or unlisted, secured or unsecured, non-convertible debentures on a private placement basis during a period of 30 days from the date of passing of this resolution up to an amount not exceeding INR 200,000,000/- (Indian Rupees Twenty Crores only) on such terms and conditions at par, premium or discount as fully paid or partly paid instruments, in one or more tranches ("Debentures")."

"RESOLVED FURTHER THAT pursuant to Section 42(2) of the Companies Act, 2013, the Board hereby identifies Indian Bank as an identified person to whom the Company shall issue the Debentures."

"RESOLVED FURTHER THAT the Company do and hereby negotiate and finalize the terms and conditions for appointment of the following intermediaries for the issue of Debentures:

- a. M/s. Axis Trustee Services Limited as Debenture Trustee,
- b. M/s. Link Intime India Private Limited as Registrar and Transfer Agent,
- c. CRISIL Limited and ACUITE Ratings & Research Limited as credit rating agency,
- d. NSDL as Depository and
- e. such other intermediaries as may be required to be appointed, including their successors and their agents."

"RESOLVED FURTHER THAT any one of Mr. Jinesh Jain, Managing Director, OR Mr. Praveen Chauhan, Executive Director, OR Mr. Ashok Bihani, CFO OR Mr. Ajay Yadav (the "Authorized Officers") be and are hereby authorized to:

- (i) negotiate, approve of and decide the terms and conditions of the issue of the said debentures,
- (ii) execute term sheet/s,
- (iii) finalize terms and conditions of the appointment of an arranger, a debenture trustee, a registrar and transfer agent, a credit rating agency, a depository and such other intermediaries as may be required to be appointed, including their successors and their agents,
- (iv) decide upon the date of opening and closing of the debenture issue and the period for which the aforesaid issue will remain open,

CAPSAVE FINANCE PRIVATE LIMITED

Registered office: Unit No.501, Wing-D, Lotus Corporate Park, Western Express Highway, Goregaon (East), Mumbai - 400063
Ph: +91 22 6173 7600, CIN No: U67120MH1992PTC068062



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- (v) finalize the date of allocation and deemed date of allotment of the debentures;
- (vi) negotiate, execute, file and deliver any documents, instruments, deeds, amendments, papers, applications, notices or letters as may be required in connection with the debenture issue and deal with regulatory authorities in connection with the debenture issue including but not limited to SEBI, Registrar of Companies, Ministry of Corporate Affairs, Company Law Board, BSE and such other authorities as may be required;
- (vii) including without limitation, approve, negotiate, sign, execute, amend, supplement and / or issue the following:
 - a) information memorandum / private placement offer letter/ disclosure document for the Debenture Issue (the "Information Memorandum");
 - b) tripartite agreement between the Company, the depository and the registrar and transfer agent;
 - c) the memorandum of understanding between the Company and the registrar and transfer agent;
 - d) debenture certificate for the debentures;
 - e) debenture trust deed, mortgage, deed, deed of hypothecation and other requisite documents for the creation of a security over the Company's movable properties and assets, (including any powers of attorney in connection thereto);
 - f) documents for opening of bank accounts and issuing instructions of bank accounts related thereto in connection with the Debentures including without limitation for the purposes of recognizing the rights of the debenture trustee to operate such bank accounts;
 - g) any other documents required for the purposes of the debenture issue and the transactions contemplated thereby, including but not limited to letters of undertaking, declarations, agreements, reports; and
 - h) any other document designated as a security document by the debenture trustee.
- (viii) do all acts necessary for the proposed listing of the debentures in accordance with the terms set out in the Information Memorandum, wherever applicable and
- (ix) do all other acts, deeds and things as may be deemed necessary to give effect to the foregoing and the other terms of this resolution."

"RESOLVED FURTHER THAT any one of the Directors of the Company be and are hereby authorized to take all necessary steps relating to the creation, perfections and registration of charges and also to sign and submit the necessary forms with the Registrar of Companies and other relevant governmental authorities."

"RESOLVED FURTHER THAT the Authorized Officers be and are hereby authorized to pay all stamp duty required to be paid for the debenture issue in accordance with the laws of the Republic of India and procure the stamped documents from the relevant governmental authorities."

CAPSAVE FINANCE PRIVATE LIMITED

Registered office: Unit No.401, Wing-D, Lava Corporate Park, Western Express Highway, Goregaon (East), Mumbai - 400063
Ph: +91 22 6178 7600, CIN No: U67120MH1992PLC068062



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



"RESOLVED FURTHER THAT any one of the Authorised Officers be and are hereby authorized to approve and finalise, sign, execute and deliver documents in relation to the debenture issue as set out in this resolution and such other agreements, deeds, undertakings, indemnity and documents as may be required by the debenture trustee, or any of them in connection with the debentures to be issued by the Company."

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

"RESOLVED FURTHER THAT, the Authorized Officers be and are hereby authorized to affix the Common Seal of the Company on the documents related to debenture issue, and any of the said agreements and documents, and any further documents and agreements that may be required in the presence of any one of the Directors of the Company and the Company Secretary in accordance with the Articles of Association of the Company."

"RESOLVED FURTHER THAT Mr. Jinesh Jain, Managing Director, Mr. Praveen Chauhan, Executive Director, OR Mr. Ashok Biyani, CFO be and are hereby severally authorized to delegate the powers to such official/s of the company as may be deemed necessary to do such acts and execute such documents as may be required in connection with any of the matters relating to the issue of the debentures."

"RESOLVED FURTHER THAT the copies of the foregoing Resolution certified to be true copies by any one Director or Company Secretary be furnished to the debenture trustee and such other person as may be deemed necessary."

CERTIFIED TO BE TRUE

For Capsave Finance Private Limited

A handwritten signature in black ink, appearing to read 'Mr. Jinesh Jain'.

Mr. Jinesh Jain

Director

DIN: 06807613

Place: Mumbai

Date: 14th August 2020

CAPSAVE FINANCE PRIVATE LIMITED

Registered office: Unit No.601 Wing-D, Lotus Corporate Park, Western Express Highway, Goregaon (East), Mumbai - 400063
Ph: +91 22 6173 7600, CIN No: U67120MH1992PLC068062



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

Annexure I*(Summary of the financial position of the Company for the previous 3 (three) years' audited balance sheets)*CAPSAVE FINANCE PRIVATE LIMITED
BALANCE SHEET AS AT 31st MARCH 2020

Particulars	Note no.	(Rupees)		
		As at 31.03.2020	As at 31.03.2019	
EQUITY AND LIABILITIES				
Shareholders' funds				
Share capital	2	93,651,180	78,324,360	
Reserves and surplus	3	1,909,161,171	1,330,047,293	
		<u>2,003,112,351</u>	<u>1,408,371,653</u>	
Non-Current Liabilities				
Long Term Borrowings	4	329,999,998	400,000,000	
Other long term liabilities	5	577,610,947	361,345,723	
Long term provisions	6	15,493,209	6,096,885	
		<u>923,104,154</u>	<u>767,442,608</u>	
Deferred tax liabilities (net)	7	98,954,306	92,885,385	
Current Liabilities				
Short-term borrowings	8	500,000,000	450,000,000	
Trade payables				
i) total outstanding dues of micro enterprises and small enterprises		101,194	182,978	
ii) total outstanding dues of creditors other than micro enterprises and small enterprises		1,776,641	266,623	
Other current liabilities	9	507,402,026	374,239,883	
Short term provisions	6	10,419,148	2,179,378	
		<u>1,019,598,919</u>	<u>826,868,862</u>	
TOTAL		4,045,869,730	3,095,568,508	
ASSETS				
Non-current assets				
Property, Plant and Equipment	10	995,683,594	915,755,822	
Intangibles under development		3,225,000	-	
Asset under Deployment		22,512,352	4,960,783	
Long-term loans and advances	11	1,746,979,149	1,296,279,744	
Other non-current assets	12	415,993	395,242	
		<u>2,768,816,088</u>	<u>2,217,389,591</u>	
Current assets				
Trade receivables	13	11,259,837	8,199,054	
Cash and bank balances	14	85,559,143	145,533,106	
Short-term loans and advances	11	1,094,841,995	670,879,507	
Other current assets	15	84,392,667	53,567,250	
		<u>1,277,053,642</u>	<u>878,178,917</u>	
TOTAL		4,045,869,730	3,095,568,508	

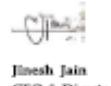
Significant Accounting Policies 1(B)

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

For PKP Seidhar & Santhanam LLP
Chartered Accountants
Firm Registration No.0039905/S200018

For and on behalf of the Board of Directors



Jinesh Jain
CEO & Director
DIN: 06807613



Praveen Chauhan
Director
DIN: 06802754



Ashok Biyani
Chief Financial Officer



Place: Mumbai Place: Mumbai Place: Mumbai
Dated: 26th June 2020 Dated: 26th June 2020 Dated: 26th June 2020



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

CAPSAVE FINANCE PRIVATE LIMITED
Statement of Profit and Loss for the period ended 31st March 2020

Particulars	Note no.	For the Year ended	(Rupees)
		31.03.2020	31.03.2019
I. Income from operations	16	831,437,876	589,522,616
II. Other income	17	16,906,950	7,643,543
III. Total Revenue (I + II)		848,344,826	597,166,159
IV. Expenses:			
Purchase cost of Bonds		92,046,408	109,652,351
Employee Benefit Expenses	18	36,301,178	28,499,633
Finance costs	19	96,998,175	60,221,078
Depreciation and amortisation	10	183,111,746	101,590,868
Provisions against Standard Assets		10,643,501	4,249,208
Other expenses	20	71,535,914	39,514,815
Total expenses		490,636,922	343,727,953
V Profit / (Loss) before exceptional items and tax (III-IV)		357,707,904	253,438,206
VI Exceptional items (Financial Advisory fees)		-	22,400,000
VII Profit / (Loss) before tax (V+VI)		357,707,904	275,838,206
VIII Tax expense:			
Current tax		(104,945,684)	(57,933,742)
MAT Credit Entitlement		-	48,649,660
Excess/(Short) Provision of Tax for Earlier Years		101,687	-
Deferred tax	7	(7,068,921)	(69,704,267)
		(111,912,918)	(78,988,349)
IX Profit / (Loss) for the year (VII-VIII)		245,794,986	196,849,857
Significant Accounting Policies	1(B)		
X Earnings per share (face value Rs. 10 each): Basic and Diluted	21(8)	28.22	26.79

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

For PKF Sridhar & Santhanam LLP
Chartered Accountants
Firm Registration No.0039905/S200018

For and on behalf of the Board of Directors

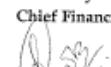
R Suriyanarayanan
Partner
Membership No.201402
UDIN: 20201402AAAABA2772
Place: Mumbai
Dated: 26th June 2020Jinesh Jain
CEO & Director
DIN: 06807613Place: Mumbai
Dated: 26th June 2020Praveen Chauhan
Director
DIN: 06802734Place: Mumbai
Dated: 26th June 2020Ashok Biyani
Chief Financial OfficerPlace: Mumbai
Dated: 26th June 2020

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

CAPSAVE FINANCE PRIVATE LIMITED BALANCE SHEET AS AT 31 MARCH 2019			
Particulars	Note no.	As at 31.03.2019	As at 31.03.2018 (Rupees)
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	2	78,324,360	64,843,830
Reserves and surplus	3	1,331,047,293	936,381,697
		<u>1,409,371,653</u>	<u>1,091,225,527</u>
Non-Current Liabilities			
Long Term Borrowings	4	400,000,000	-
Other long term liabilities	5	361,345,723	114,678,304
Long term provisions	6	6,096,885	2,837,955
		<u>767,442,608</u>	<u>117,516,259</u>
Deferred tax liabilities (net)	7	92,885,385	23,181,118
Current Liabilities			
Short-term borrowings	8	450,000,000	237,500,000
Trade payables			
i) total outstanding dues of micro enterprises and small enterprises		182,979	-
ii) total outstanding dues of creditors other than micro enterprises and small enterprises		266,623	248,596
Other current liabilities	9	374,239,883	127,646,037
Short term provisions	6	2,179,379	14,884,387
		<u>826,868,863</u>	<u>380,278,990</u>
TOTAL		<u>3,095,568,509</u>	<u>1,522,201,894</u>
ASSETS			
Non-current assets			
Property, Plant and Equipment	10	915,755,823	462,699,268
Asset under Deployment		4,960,783	65,089,210
Long-term loans and advances	11	1,296,279,744	610,721,681
Other non-current assets	12	350,000	350,000
		<u>2,217,346,350</u>	<u>1,168,840,159</u>
Current assets			
Current investments			
Trade receivables	13	8,199,054	3,266,356
Cash and bank balances	14	145,533,106	27,662,155
Short-term loans and advances	11	670,879,507	294,177,775
Other current assets	15	53,610,492	28,315,448
		<u>878,222,159</u>	<u>353,361,735</u>
TOTAL		<u>3,095,568,509</u>	<u>1,522,201,894</u>
Significant Accounting Policies	1(6)		
The notes referred to above form an integral part of the financial statements			
As per our report of even date attached			
<p>For P.C. Sridhar & Samhanam LLP Chartered Accountants Firm Registration No.003990S/S200018 R. Suryanarayanan Partner Membership No.201402</p> 			
Place: Mumbai Dated: 6th June 2019			
<p>For and on behalf of the Board of Directors Jinali Jain CEO & Director DIN: 06807613</p> 			
Place: Mumbai Dated: 6th June 2019			
<p>Praveen Chauhan Director DIN: 06802734</p> 			
Place: Mumbai Dated: 6th June 2019			
<p>Ashok Bhatia Chief Financial Officer</p> 			
Place: Mumbai Dated: 6th June 2019			
			



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

CAPSAVE FINANCE PRIVATE LIMITED Statement of Profit and Loss for the year ended 31st March 2019			
Particulars	Note no.	For the Year ended 31.03.2019	For the Year ended 31.03.2018 (Rupees)
I. Income from operations	16	589,522,616	255,987,123
II. Other income	17	7,643,543	1,996,811
III. Total Revenue (I + II)		597,166,159	257,983,934
IV. Expenses:			
Purchase cost of Bonds		109,652,351	70,279,637
Employee Benefit Expenses	18	28,499,633	25,768,785
Finance costs	19	60,221,078	4,446,069
Depreciation and amortisation	10	101,590,868	39,417,549
Provisions against Standard Assets		4,249,208	1,669,489
Other expenses	20	39,514,815	10,307,798
Total expenses		343,727,953	151,889,327
V Profit / (Loss) before exceptional items and tax (III-IV)		253,438,206	106,094,607
VI Exceptional items (Financial Advisory fees)		22,400,000	-
VII Profit / (Loss) before tax (V+VI)		275,838,206	106,094,607
VIII Tax expense:			
Current tax		(57,933,742)	(23,270,780)
MAT Credit Entitlement		48,649,660	23,270,780
Deferred tax	7	(69,704,267)	(23,181,118)
		(78,988,349)	(23,181,118)
IX Profit / (Loss) for the year (VII-VIII)		196,849,857	82,913,489
Significant Accounting Policies	1(B)		
X Earnings per share (face value Rs. 10 each):			
Basic and Diluted	21(8)	26.79	17.83
The notes referred to above form an integral part of the financial statements			
As per our report of even date attached			
For PKF Sridhar & Santhanam LLP Chartered Accountants Firm Registration No.003990S/S200018		For and on behalf of the Board of Directors	
 R. Suriyanarayanan Partner Membership No.201402		Jinesh Jain CEO & Director DIN: 06807613	Praveen Chauhan Director DIN: 06802734
Place: Mumbai Dated: 6th June 2019		Place: Mumbai Dated: 6th June 2019	Place: Mumbai Dated: 6th June 2019
 Jinesh Jain		 Praveen Chauhan	 Ashok Biyani Chief Financial Officer
			Place: Mumbai Dated: 6th June 2019



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

CAPSAVE FINANCE PRIVATE LIMITED BALANCE SHEET AS AT 31 MARCH 2018			
Particulars	Note no.	As at 31.03.2018	As at 31.03.2017
EQUITY AND LIABILITIES			
Shareholders' funds			(Rupees)
Share capital	2	64,843,830	31,070,250
Reserves and surplus	3	936,381,697	322,142,087
		<u>1,001,225,527</u>	<u>353,212,337</u>
Non-Current Liabilities			
Deferred tax liabilities (net)	4	23,181,118	-
Other long term liabilities	5	114,678,304	36,430,767
Long term provisions	6	2,837,955	1,328,937
		<u>140,697,377</u>	<u>37,799,704</u>
Current Liabilities			
Short-term borrowings	19(5)	237,500,000	-
Trade payables			
i) total outstanding dues of micro enterprises and small enterprises and small enterprises		-	-
ii) total outstanding dues of creditors other than micro enterprises and small enterprises		2,687,942	2,263,441
Other current liabilities	7	125,206,661	10,387,337
Short term provisions	6	14,884,387	128,786
		<u>380,278,990</u>	<u>12,779,564</u>
TOTAL		1,522,201,894	403,751,605
ASSETS			
Non-current assets			
Fixed Assets	8		
Tangible assets - Property, Plant and Equipment		462,699,268	180,812,012
Capital Work in Progress		-	24,538,872
Intangible assets under development		-	1,800,000
		<u>462,699,268</u>	<u>207,150,884</u>
Asset under Deployment			
Long-term loans and advances	9	65,069,210	2,987,388
Other non-current assets	10	617,450,901	121,196,064
		<u>350,000</u>	<u>350,000</u>
		<u>682,870,111</u>	<u>124,533,452</u>
Current assets			
Trade receivables	11	3,266,356	1,292,718
Cash and Bank balance	12	27,662,155	17,271,304
Short-term loans and advances	9	317,648,555	51,520,549
Other current assets	13	28,315,449	1,982,698
		<u>376,632,515</u>	<u>72,067,269</u>
TOTAL		1,522,201,894	403,751,605
Significant Accounting Policies	1(5)		
The notes referred to above form an integral part of the financial statements			
As per our report of even date attached			
For PKF Sridhar & Santhanam LLP Chartered Accountants Firm Registration No.003990S/S200018		For and on behalf of the Board of Directors	
			
R. Suriyanayanan Partner Membership No.201402		Jinesh Jain CEO & Director DIN: 06807613	Pravesh Chauhan Director DIN: 06802734
Mumbai, Dated: 11 JUNE 2018		Mumbai, Dated: 11 JUNE 2018	Mumbai, Dated: 11 JUNE 2018
			



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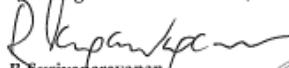
CAPSAVE FINANCE PRIVATE LIMITED
Statement of Profit and Loss for the year ended 31 March 2018

Particulars	Note no.	For the Year ended 31.03.2018	For the Year ended 31.03.2017	(Rupees)
I. Income from operations	14	255,987,123	22,412,619	
II. Other income	15	1,996,811	3,493,419	
III. Total Revenue (I + II)		257,983,934	25,906,038	
IV. Expenses:				
Purchase cost of Bonds		70,279,637	-	
Employee Benefit Expenses	16	25,768,785	15,844,861	
Finance costs	17	4,446,069	59,757	
Depreciation and amortisation	8	39,417,549	6,053,403	
Contingent Provisions against Standard Assets		1,669,489	381,668	
Other expenses	18	10,307,798	6,236,164	
Total expenses		151,889,327	28,575,853	
V Profit / (Loss) before Tax (III-IV)		106,094,607	(2,669,815)	
VI Tax expense:				
Current tax		(23,270,780)	-	
MAT Credit Entitlement		23,270,780		
Deferred tax	4	(23,181,118)	-	
		(23,181,118)	-	
VII Profit / (Loss) for the year (V-VI)		82,913,489	(2,669,815)	
Significant Accounting Policies	1(B)			
VIII Earnings per share (face value Rs. 10 each):				
Basic and Diluted	19(9)	17.83	(2.31)	

The notes referred to above form an integral part of the financial statements

As per our report of even date attached

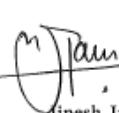
For PKF Sridhar & Santhanam LLP
Chartered Accountants
Firm Registration No.003990S/S200018


R. Suriyanarayanan
Partner
Membership No.201402

Mumbai.
Dated: 11 June 2018



For and on behalf of the Board of Directors

 Jinesh Jain
CEO & Director
DIN: 06807613

 Praveen Chauhan
Director
DIN: 06802734

Mumbai.
Dated: 11 June 2018

 Ashok Biyani
Chief Financial Officer



Mumbai.
Dated: 11 June 2018



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

Annexure II

(The number of persons to whom allotment on preferential basis/ private placement/ rights issue has already been made during the year, in terms of securities as well as price)

Allotment of 150 (One Hundred & Fifty) Non-Convertible Debentures (NCDs) of Face Value of Rs. 10,00,000 (Rs. Ten Lakhs only) made to Bank of Maharashtra. Total Investment value of Rs. 15,00,00,000 (Rs. Fifteen crores only) with bullet repayment at the end of 36 months.

Allotment of 100 (One Hundred) Non-Convertible Debentures (NCDs) of Face Value of Rs. 10,00,000 (Rs. Ten Lakhs only) made to Canara Bank. Total Investment value of Rs. 10,00,00,000 (Rs. Ten crores only) with bullet repayment at the end of 36 months.

Allotment of 250 (Two Hundred & Fifty) Non-Convertible Debentures (NCDs) of Face Value of Rs. 10,00,000 (Rs. Ten Lakhs only) made to Indian Bank. Total Investment value of Rs. 25,00,00,000 (Rs. Twenty crores only) with bullet repayment at the end of 36 months.



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

Annexure III*(Remuneration of directors (during the current year and last 3 (three) financial years))*

Director	FY 2019-20	FY 2018-19	FY 2017-18
Mr. Jinesh Jain	43,12,500	37,50,000	37,50,000
Mr. Praveen Chauhan	19,25,470	14,90,323	7,45,161



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

Annexure IV*(Related Party Transactions entered during the Last 3 (Three) Financial Years immediately preceding the year of circulation of this Offer Letter)*

	FY 2019-20	FY 2018-19	FY 2017-18
With holding company -			
- Issue of equity shares	348,945,712	210,296,268	565,099,701
- Short term borrowing	647,500,000	550,000,000	302,500,000
- Short term borrowing - repaid	597,500,000	337,500,000	65,000,000
- Interest on short term borrowing	21,410,959	7,552,911	2,838,699
- Sale of assets	888,729	-	-
- Purchase of lease rental receivables	312,025,672	256,922,845	261,187,284
Directors remuneration	6,237,970	5,240,323	4,495,161



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

Annexure V

9.1 **(Audited cash flow statement for the 3 (three) years immediately preceding the date of circulation of this offer letter)**CAPSAVE FINANCE PRIVATE LIMITED
Statement of Cash Flows for the year ended 31 March 2020

Particulars	Year ended 31.03.2020	Year ended 31.03.2019	(Rupees)
A. Cash flow from Operating Activities			
Net Profit/(Loss) before Tax	357,707,904	255,838,206	
Adjustments for :			
Depreciation and Amortisation	183,311,746	101,590,868	
Interest Income	(7,159,262)	(6,632,294)	
Provisions against Standard Assets	10,643,301	4,249,308	
Purchase of Bonds	92,046,408	109,652,351	
Sale of Bonds	(92,133,014)	(108,764,904)	
Finance Costs	80,794,436	59,359,396	
Other non-operating expenses - net	85,811	216,296	
(Gain)/Loss on Sale of Leased Assets - net	(392,887)	-	
(Gain)/Loss on Sale of Mutual Fund Investments	(9,199,992)	257,947,045	
Operating (loss)/profit before Working Capital changes		(2,974,270)	137,692,738
Adjustments for :			
(Increase)/ Decrease in Operating Leased Assets - net of sales	(513,119,293)	(670,830,626)	
(Increase)/ Decrease in Assets on Finance	(716,445,134)	(590,331,859)	
(Increase)/ Decrease in Receivable Discounting Facility	(89,488,691)	(104,249,674)	
(Increase)/ Decrease in Assets under Deployment	(17,551,569)	60,108,425	
(Increase)/ Decrease in Advances and Other Assets	(91,589,676)	(105,497,471)	
Increase/(Decrease) in Interest on Long Term Borrowing	(54,730,302)	(50,881,823)	
Increase/(Decrease) in Interest on Inter-corporate loan from Holding Company	(19,881,777)	(7,282,911)	
Changes in Payables, Liabilities and Provisions	274,073,936	(1,034,703,007)	367,001,187
Cash flow before taxation	(429,048,058)	(796,285,814)	
Direct taxes paid (including interest)	(88,897,918)	(78,917,386)	
Net Cash Flow generated from/used in Operating Activities (A)	(447,945,976)	(962,203,172)	
B. Cash flow from Investing Activities			
Deposits placed (net)	51,138,798	(37,873,378)	
Interest received on Deposits	7,139,780	4,461,325	
Purchase and generation of Intangible Assets	(3,225,000)	-	
Purchase of Mutual Fund Investment	(1,250,000,000)	(827,500,000)	
Sale of Mutual Fund Investment	1,259,099,692	880,474,272	
Purchase of Bonds	(92,046,408)	(109,652,351)	
Sale of Bonds	92,133,014	109,764,904	
Net Cash Flow generated from Investing Activities (B)	64,239,679	(36,328,227)	
C. Cash flow from Financing Activities			
Debt and other borrowings			
- Availment from Holding company	647,500,000	550,000,000	
- Repayment to Holding company	(597,500,000)	(337,200,000)	
- Availment from Banks and Financial Institutions	200,000,000	450,000,000	
- Repayment to Banks and Financial Institutions	(201,333,332)	(100,000,000)	
Share issue expenses	(681,448)	(216,296)	
Proceeds from issue of Equity Shares (including premium)	348,943,712	210,296,288	
Net Cash Flow from Financing Activities (C)	394,890,932	973,588,572	
Net Increase in Cash and Cash Equivalents (A+B+C)	(8,035,168)	80,058,573	
Cash and Cash Equivalents at the beginning of the year	85,358,692	6,250,319	
Cash and Cash Equivalents at the end of the year	77,323,527	86,308,592	
Reconciliation of Cash and cash equivalents with the Balance Sheet:			
Cash and cash equivalents (Refer Note 14)	84,309,143	145,883,106	
Less: Bank balances not considered as Cash and cash equivalents as defined in AS 3 Cash Flow Statement			
In earmarked accounts	(8,375,616)	(79,514,414)	
Cash and Bank Balance (As per note 14)	77,933,527	66,368,692	

As per our report of even date attached
For PKF Siddhar & Sathyanarayana LLP
Chartered Accountants
Firm Registration No.0239905/S230004

R. Sathyanarayanan
Partner
Membership No.201462
UDIN: 33214623AAABAAZ772
Place: Mumbai
Dated: 26th June 2020



For and on behalf of the Board of Directors

Jitesh Jain
CEO & Director
DIN: 06879613

Place: Mumbai
Dated: 26th June 2020

Praveen Chahal
Director
DIN: 06902734

Place: Mumbai
Dated: 26th June 2020

Ashok Bhatia
Chief Financial Officer

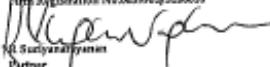
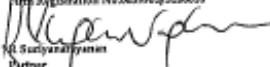
Place: Mumbai
Dated: 26th June 2020



9.2



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

CAPSAVE FINANCE PRIVATE LIMITED Statement of Cash Flows for the year ended 31 March 2019 (In rupees)		
Particulars	Year ended 31.03.2019	Year ended 31.03.2018
A. Cash flow from Operating Activities		
Net Profit/(Loss) before Tax	375,638,306	186,994,687
Adjustments for:		
Depreciation and amortisation	101,590,668	39,417,549
Interest Income	(4,630,390)	(1,123,964)
Provisions against Standard Assets	4,249,358	1,669,489
Intangible Assets under development written off	-	1,806,000
Purchase of Bonds	189,652,351	-
Sale of Bonds	(189,764,906)	210,296
Share issue expenses	-	1,208,560
Interest on Tax	1,324,662	1,271,380
Interest on Long term borrowing	50,481,833	-
Interest on Short term borrowing from Holding Company	7,552,911	2,838,699
(Profit)/Loss on sale of Shares	(2,974,273)	-
Operating (loss)/profit before working capital changes	433,328,344	47,080,073
Adjustments for:		
Changes in advances and other assets	(183,497,073)	(82,946,482)
Changes in Assets on Finance	(59,321,058)	(423,334,146)
Changes in Receivable Discounting Facility	(134,249,074)	(234,215,032)
Purchase of Fixed Assets	(670,823,018)	(248,536,438)
Interest on Short term borrowing from Holding Company	(7,552,911)	(2,838,699)
Interest on Long term borrowing	(50,481,833)	-
Changes in Assets under deployment	60,108,437	(62,081,832)
Changes in payables, liabilities and provisions	367,001,180	99,459,547
Cash flow before taxation	(788,285,813)	(782,925,916)
Direct taxes paid (including interest)	(75,917,368)	(8,212,691)
Net Cash Flow generated from/used in Operating Activities (A)	(862,203,171)	(790,328,344)
B. Cash flow from Investing Activities		
Deposits placed (net)	(37,872,378)	(17,642,036)
Purchase of Investment	(827,580,000)	-
Sale of Investment	830,474,272	-
Purchase of Bonds	(109,652,351)	(76,379,637)
Sale of Bonds	109,764,904	76,379,634
Interest received	4,461,325	3,068,028
Net Cash Flow generated from Investing Activities (B)	(38,324,227)	(16,573,381)
C. Cash flow from Financing Activities		
Inter-corporate loan from Holding company	556,000,000	303,580,000
Repayment of Inter-corporate loan to Holding company	(357,500,000)	(15,000,000)
Long Term borrowings	650,000,000	-
Repayment of Long Term borrowings	(108,000,000)	-
Share issue expenses	(230,298)	(1,388,569)
Proceeds from Issue of Equity Shares (including premium)	210,356,368	565,099,701
Net Cash Flow from Financing Activities (C)	972,325,872	831,291,341
Net Increase in Cash and Cash Equivalents (A+B+C)	88,058,579	(7,311,189)
Cash and Cash Equivalents at the beginning of the year	6,398,419	13,621,344
Cash and Cash Equivalents at the end of the year	86,368,692	6,310,155
Reconciliation of Cash and cash equivalents with the Balance Sheet:		
Cash and cash equivalents (Refer Note 14)	145,683,104	27,953,155
Less Basic balances not considered as Cash and cash equivalents as defined in AS 3 Cash Flow Statements		
In unconsolidated accounts	(59,534,450)	(21,642,038)
Cash and Bank Balance (As per note 14)	86,368,692	6,310,155
<i>As per/As of even date attached</i>		
Per PGP Suriahar & Sankaranarayanan, LLP Chartered Accountants Firm Registration No. 0039945/S20005		
		
		
		
Place: Mumbai Dated: 6th June 2019	Place: Mumbai Dated: 6th June 2019	Place: Mumbai Dated: 6th June 2019



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

Particulars	CAPSAVE FINANCE PRIVATE LIMITED Statement of Cash Flows for the year ended 31 March 2018		(Rupees)
	Year ended 31/03/2018	Year ended 31/03/2017	
A. Cash flow from Operating Activities			
Net Profit/(Loss) before Tax	106,094,607	(2,669,815)	
Adjustments for:			
Depreciation and amortisation	39,417,549	6,053,603	
Interest income	(1,125,594)	(28,369)	
Provisions against Standard Assets	1,665,489	381,668	
Intangible Assets under development written off	1,800,000	-	
Share issue expenses	1,208,580	-	
Interest on Tax	1,272,280	-	
Interest on Short term borrowing from Holding Company	2,858,699	-	
(Profit)/Loss on sale of Shares	-	47,690,673	
Operating (loss)/profit before working capital changes	153,375,289	(2,469,030)	2,941,652
Adjustments for:			
Changes in advances and other assets	(82,346,402)	(2,906,794)	
Changes in Assets on finance	(425,334,144)	(35,216,499)	
Changes in Receivable Discounting Facility	(214,213,033)	(114,397,419)	
Changes in Assets under deployment	(62,081,822)	(24,538,872)	
Changes in payables, liabilities and provisions	99,459,347	50,118,209	(136,741,285)
Cash flow before taxation			
Direct taxes paid (including interest)	(531,940,720)	(136,469,447)	
Net Cash Flow generated from/used in Operating Activities (A)	(9,212,435)	(1,129,505)	
	(841,153,308)		(137,558,952)
B. Cash flow from Investing Activities			
Purchase of Fixed Assets	(248,138,438)	(191,452,603)	
Deposits placed (net)	(17,642,030)	(18,000,000)	
Sale of Investments	-	4,334,140	
Purchase of Bonds	(70,279,655)	-	
Sale of Bonds	70,279,634	-	
Interest received	5,088,058	-	
Net Cash Flow generated from Investing Activities (B)		2,377	
	(244,710,619)		(131,316,235)
C. Cash flow from Financing Activities			
ICD from RAPL	302,500,000	-	
Repayment of ICD from RAPL	(65,000,000)	-	
Interest on Short term borrowing from Holding Company	(2,838,691)	-	
Share issue expenses	(1,208,580)	-	
Proceeds from issue of Equity Shares (including premium)	563,093,201		
Net Cash Flow from Financing Activities (C)		342,659,700	
Net Increase in Cash and Cash Equivalents (A+B+C)		(7,311,185)	13,544,463
Cash and Cash Equivalents at the beginning of the year	13,621,384		36,841
Cash and Cash Equivalents at the end of the year	6,310,219		13,621,384
Reconciliation of Cash and cash equivalents with the Balance Sheet:			
Cash and cash equivalents (Refer Note 12)	27,952,155		17,621,384
Less Bank balances not considered as Cash and cash equivalents as defined in AS 3 Cash Flow Statement In diminshed accounts	(21,642,030)		(4,000,000)
Cash and Bank Balance (As per note 12)	6,310,119		13,621,384

As per our report of even date attached
For PKF Chokshi & Santharam LLP
Chartered Accountants
Registration No.503905/5000018

Mumbai
Dated: 11 June 2019

For and on behalf of the Board of Directors



M. Jain
S. Souter
A. Bhatia
CEO & Director
Director
Chief Financial Officer
DIN: 06487613 DIN: 06882736
Mumbai, Mumbai, Mumbai
Dated: 11 June 2019 Dated: 11 June 2019 Dated: 11 June 2019
24/6 24/6 24/6



