

No. _____

Addressed to: _____

INFORMATION MEMORANDUM

Janalakshmi Financial Services Limited

A public limited company incorporated under the Companies Act, 1956

Date of Incorporation: July 24, 2006*

Registered Office: Rajashree Saroja Plaza, 34/1, Andree Road, Shantinagar, Bengaluru – 560027

Telephone No.: +91-80-42595700

Website: www.janalakshmi.com

Information Memorandum for issue of Debentures on a Private Placement Basis

Dated: September 16, 2015

* On conversion of Janalakshmi Financial Services Limited (then known as Janalakshmi Financial Services Private Limited) from a private company into a public company a fresh certificate of incorporation has been issued on 10th August, 2015.

Issue of 98 Secured, Rated, Listed, Redeemable, Non-convertible Debentures of face value of Rs.1,00,00,000/- (Rupees One Crore only) each, aggregating up to Rs. 98,00,00,000/- (Rupees Ninety Eight Crores only) on a private placement basis (the "Issue")

Background

This Information Memorandum is related to the Debentures to be issued by Janalakshmi Financial Services 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 shareholders of the Issuer on May 08, 2015, and the Board of Directors of the Issuer on August 27, 2015 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated May 08, 2015 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 7,500,00,00,000 (Rs. Seven Thousand Five Hundred Crore only). The present issue of NCDs in terms of this Information Memorandum is within the overall powers of the Board as per the above shareholder resolution(s).

Credit Rating

The Debentures proposed to be issued by the Issuer have been rated by ICRA Limited ("Rating Agency / ICRA"). The Rating Agency has vide its letter dated September 7, 2015 assigned a rating of "ICRA 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(s) dated September 7, 2015 from the Rating Agency assigning the credit rating abovementioned and the letter dated September 7, 2015 issued by the Rating Agency disclosing the rating rationale adopted for the aforesaid rating.

Issue Schedule

Issue Opens on: September 22, 2015

Issue Closing on: September 23, 2015

Decided Date of Allotment: September 23, 2015



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

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 day during the period covered by the Issue Schedule.

The Debentures are proposed to be listed on the wholesale debt market of the Bombay Stock Exchange ("BSE").

Registrar & Transfer Agent



Karvy Computershare Pvt Ltd

Plot no. 17 to 24, Vithalrao
Nagar, Madhapur, Hyderabad –
500 081

Contact Person:

Mr.P.A.Varghese

Tel: +91 40 23420815-24

Fax: +91 4023420814

Email: varghese@karvy.com

Website:

www.karvycomputershare.com

Debenture Trustee



GDA Trusteeship Ltd.

GDA House, Plot No. 85,

Bhusari Colony (Right),

Paud Road, Pune – 411 038

Tel: +91 20 2528 0081

Email:

umesh.salvi@gdatrustee.com

Contact Person: Umesh Salvi



TABLE OF CONTENTS

SECTION 1: DEFINITIONS AND ABBREVIATIONS	4
SECTION 2: NOTICE TO INVESTORS AND DISCLAIMERS	8
SECTION 3: RISK FACTORS	11
SECTION 4: FINANCIAL STATEMENTS	15
SECTION 5: REGULATORY DISCLOSURES	16
SECTION 6: TRANSACTION DOCUMENTS AND KEY TERMS	58
SECTION 7: OTHER INFORMATION AND APPLICATION PROCESS	71
SECTION 8: DECLARATION	79
ANNEXURE I: TERM SHEET	80
ANNEXURE II: RATING LETTER & RATING RATIONALE	81
ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE	82
ANNEXURE IV: APPLICATION FORM	83
ANNEXURE V: LAST AUDITED FINANCIAL STATEMENTS	86
ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS	89
ANNEXURE VII: FORM NO PAS-4 PRIVATE PLACEMENT OFFER LETTER	91



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.

Adjusted Return on Assets	Shall for any period means (x) the Company's Net Income over the preceding period plus Loan Loss Reserves less the sum of Portfolio at Risk over 30 days divided by (y) its average Assets over that same period.
Allot/Allotment/Allotted	The allotment of the Debentures pursuant to this Issue.
Applicable Law	Includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Application Form	The form used by the recipient of this Information Memorandum, to apply for subscription to the Debentures, which is in the form annexed to this Information Memorandum and marked as Annexure IV .
Board/Board of Directors	The Board of Directors of the Issuer
Business Day	Any day of the week (excluding Saturdays, Sundays, and any day which is a public holiday) on which banks are normally open for business in Mumbai and Bengaluru, India and New York, United States of America and " Business Days " shall be construed accordingly.
CDSL	Central Depository Services (India) Limited
Client Loan	Shall mean each loan made by the Company as a lender
Company/Issuer	Janalakshmi Financial Services Limited, a public limited company incorporated under the Companies Act, 1956 and having its registered office at Rajashree Saroja Plaza, 34/1, Andree Road, Shantinagar, Bengaluru – 560027
Crore	Ten Million
Debentures/NCDs	98 Secured Rated Listed Redeemable Non-Convertible Debentures bearing a face value of Rs. 1,00,00,000/- (Rupees One Crore only) each, aggregating to Rs. 98,00,00,000 /- (Rupees Ninety Eight Crores only).
Debenture Holders / Investors	The holders of the Debentures issued by the Issuer, which shall include the registered transferees of the Debentures from time to time
Debenture Trustee	GDA Trusteeship Limited
Debenture Trustee Agreement	Agreement executed/to be executed by and between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debenture Trust Deed	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



Deed of Hypothecation	The deed of hypothecation 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 Holders).
Deemed Date of Allotment	September 23, 2015
Demat	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.
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 upon exercise of the option to redeem the Debentures prior to the scheduled Redemption Date or acceleration.
EFT	Electronic Fund Transfer
Eligible Investors	Shall have the meaning specified in 7.14 below.
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
Foreign Currency	Shall mean a currency other than the Indian National Rupee
Foreign-Currency Asset	Shall mean any asset of the Issuer consisting of a loan, deposit, claim or other asset that by its terms is payable in foreign currency.
Foreign-Currency Liability	Shall mean any liability of the Issuer consisting of a loan, deposit, claim or other liability that by its terms is payable in foreign currency; provided that a loan payable in foreign currency that is indexed to the domestic currency of the Issuer or that is hedged against exchange rate fluctuations with the domestic currency of the Issuer shall not be considered a Foreign-Currency Liability. A loan payable in foreign currency that is hedged through back-to-back arrangements will be considered a Foreign-Currency Liability.
GAAP	Generally Accepted Accounting Principles as prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Issuer.
Governmental Authority	The President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same, any municipal or local government authority, any authority or private body exercising powers conferred by applicable law and any court, tribunal or other judicial or quasi-judicial body and shall include, without limitation, a stock exchange and any regulatory body.
Hypothecated Assets	All the right, title, interest, benefit, claims and demands of the Issuer, its, to, or in respect of the receivables arising out of rupee loan facilities advanced / to be advanced by the Issuer to any person as more particularly described in the Deed of Hypothecation.



Issue	Private Placement of the Debentures.
Issue Closing Date	September 23, 2015
Issue Opening Date	September 22, 2015
Loan Loss Reserves	Shall mean the portion of the Company's portfolio of Client Loans that has been expensed (provisioned for) in anticipation of losses due to default.
MFI	Micro finance institution
Majority Debenture Holders	Debenture Holders 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	September 23, 2021, subject to a Put Option or Call Option or, such other date on which the final payment of the principal of the Debentures becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise.
Material Adverse Effect	The effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, a material and adverse effect on (i) the financial condition, business or operation of the Issuer; (ii) the ability of the Issuer to perform their obligations under the Transaction Documents; or (iii) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
N.A	Not Applicable
NBFC	Non-banking financial company
NBFC-MFI	Non-Banking Financial Company –Micro Finance Institution
NSDL	National Securities Depository Limited
Outstanding Portfolio	Shall mean the outstanding principal balance of all of the Company's outstanding Client Loans including current, delinquent and restructured Client Loans, but not Client Loans that have been charged off. It does not include interest receivables and accrued interest.
PAN	Permanent Account Number
Portfolio at Risk	Shall mean the outstanding principal amount of all Client Loans that have one or more instalments of principal, interest, penalty interest, fees or any other expected payments past due more than a specified number of days.
Private Placement Offer Letter	The offer letter prepared in compliance with Section 42 of the 2013 Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 and attached herewith as Annexure VII to this Information Memorandum.
Rating Agency	ICRA Limited
RBI	Reserve Bank of India.
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.
Register of Debenture Holders	The register maintained by the Company containing the name of Debenture holders entitled to receive coupon/redemption amount in respect of the Debentures on the Record Date, which shall be maintained at the Registered Office of the Company.



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

Restructured Loans	Shall mean the total amount of Client Loans for which the initial repayment schedule has been modified in favour of the Company's client, either through modifications of the prior loan contract or through a new loan contract.
R&T Agent	Registrar and Transfer Agent to the Issue, in this case being Karvy Computershare Private Limited
ROC	Registrar of Companies.
Rs. / INR	Indian National Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Debt Listing Regulations	The Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulation, 2008 issued by SEBI, as amended from time to time.
Security	The security for the Debentures as specified in Section 5.22 hereto
Security Cover	The aggregate value of all the Hypothecated Assets which is to be maintained by the Company on and from the date hereof till the Maturity Date, at 1.10 (One Decimal Point One Zero) time of the aggregate of the principal amounts outstanding of the Debentures issued by the Company
TDS	Tax Deducted at Source.
The Companies Act/ the Act	The Companies Act, 1956 as amended from time to time and to the extent repealed and replaced, by the Companies Act, 2013 shall mean the Companies Act, 2013 and the relevant rules issued thereunder.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in Section 6.
WDM	Wholesale Debt Market segment of BSE



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 to be listed on the WDM segment of the BSE is being made strictly on a private placement basis. Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. This Information Memorandum does not constitute and shall not be deemed to constitute an offer or invitation to subscribe to the Debentures to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Information Memorandum to be filed or submitted to the SEBI for its review and/or approval. However pursuant to the provisions of Section 42 of the Companies Act 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the copy of this Information Memorandum/ Private Placement Offer Letter shall be filed with the ROC and SEBI within the stipulated timelines under the Companies Act, 2013.

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

Neither this Information Memorandum nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Information Memorandum should not consider such receipt as a recommendation to subscribe to any Debentures. Each potential Investor 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 analyze such investment and the suitability of such investment to such potential Investor's particular circumstances.

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum and/or the Private Placement Offer Letter are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Issuer accepts no responsibility for statements made otherwise than in the Information Memorandum or any other material issued by or at the instance of the Issuer and anyone placing



reliance on any source of information other than this Information Memorandum would be doing so at its own risk.

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

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

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

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

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

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

2.2 DISCLAIMER 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 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.

2.3 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. However the Company undertakes to file this Information Memorandum and/or the Private Placement Offer Letter with the Registrar of Companies (through the online portal provided by the Ministry of Corporate Affairs) and SEBI within 30 days from the Deemed Date of Allotment as per the provisions of the 2013 Act and the rules thereunder.

2.4 DISCLAIMER IN RESPECT OF JURISDICTION

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

2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES

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

2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

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



SECTION 3: RISK FACTORS

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

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

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

3.2 THE SECONDARY MARKET FOR DEBENTURES MAY BE ILLIQUID.

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

3.3 CREDIT RISK & RATING DOWNGRADE RISK

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

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

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

3.5 TAX CONSIDERATIONS AND LEGAL CONSIDERATIONS

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



determine any financial, legal, tax and other implications of this investment.

3.6 ACCOUNTING CONSIDERATIONS

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

3.7 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 Debenture Holder(s)' recovery in relation to the Debentures will be subject to (i) the market value of such secured property, (ii) finding willing buyers for the Security at a price sufficient to repay the Debenture Holder(s)' amounts outstanding under the Debentures. The value realised from the enforcement of the Security may be insufficient to redeem the Debentures.

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

3.10 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) All of the loans provided by the Issuer are both secured as well as unsecured, with a significant portion being unsecured and if the Issuer is unable to control the level of non-performing loans ("NPAs") in the future, or if the loan loss reserves are insufficient to cover future loan losses, the financial condition of the Issuer and results of operations may be materially and adversely affected.

Non-performing or low credit quality loans can negatively impact its results of operations.



As of 30th June 2015 following was the total Portfolio at Risk (PAR) and outstanding loans.

PAR Data	Amount (in Rs. Cr)	%
Regular	4,468.21	98.58%
1-30 days	19.15	0.42%
31-60 days	9.75	0.22%
61-90 days	4.81	0.11%
91-180 days	9.53	0.21%
>180 days	21.29	0.47%
Total	4,532.73	100.00%

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

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

- (b) **Microcredit lending poses unique risks not generally associated with other forms of lending in India, and, as a result, the Issuer may experience increased levels of NPAs and related provisions and write-offs that negatively impact results of operations.**

The Issuer's core mission is to provide loans to fund the small businesses and other income generating activities of members. Issuer's members are typically low-income earning and illiterate women living in urban India, who have limited sources of income, savings and credit histories, and who cannot provide us with any collateral or security for their borrowings. Issuer also disburses loans to members in the event of emergencies, such as pregnancy, funerals and natural disasters. Any downturn in the area of activity by members could adversely affect the ability of members to make loan repayments on time and in turn negatively impact the Issuer's operations. As a result, Issuer's members pose a higher risk of default than borrowers with greater financial resources and more established credit histories and borrowers living in urban areas with better access to education, employment opportunities, and social services. In addition, Issuer relies on non-traditional guarantee mechanisms in connection with loan products, which are generally secured by informal individual and group guarantees, rather than tangible assets. As a result, loan products pose a higher degree of risk than loans secured with physical collateral. Due to the precarious circumstances of members and non-traditional lending practices the Issuer may, in the future, experience increased levels of non-performing loans and related provisions and write-offs that negatively impact its business and results of operations. Although the Issuer



has separated sales from credit risk department, with the objective of ensuring better credit evaluation of the customer, and credit enhancement happens by way of guarantee of loan to an individual member of a group by all the other members of the group such that the ability to repay the loan is taken care of by internal credit evaluation and intention to repay is taken care of by the mutual guarantee of group members, there can be no assurance that the credit evaluation and credit enhancement measures and initiatives undertaken by, and for the benefit of, the Issuer will be successful in maintaining or improving the quality of the Issuer's loan portfolio.

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

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

- (d) **Issuer may be required to increase capital ratio or amount of loan loss reserves, which may result in changes to business and accounting practices that would harm business and results of operations.**

The Issuer is subject to the RBI minimum capital to risk weighted assets ratio regulations. Pursuant to Section 45-IC of the RBI Act, 1934, every NBFC is required to create a reserve fund and transfer thereto a sum not less than 20.0% of its net profit every year, as disclosed in the profit and loss account and before any dividend is declared. The Issuer is also required to maintain a minimum capital adequacy ratio of 15.0% in relation to aggregate risk-weighted assets and risk adjusted assigned loans.

The RBI may also in the future require compliance with other financial ratios and standards. Compliance with such regulatory requirements in the future may require alteration of its business and accounting practices or take other actions that could materially harm its business and operating results.



SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the yearended 31.03.2015 are set out in **Annexure V** hereto.



SECTION 5: REGULATORY DISCLOSURES

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

5.1 Documents Submitted to the Exchanges

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

- (a) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (b) Copy of last 3 (Three) years audited Annual Reports;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Copy of the Board / Committee Resolution authorizing the borrowing and list of authorized signatories;
- (e) Certified true copy of the resolution passed by the Company at the Extra Ordinary General Meeting held on May 08, 2015 authorising the Company to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 7500,00,00,000/- (Rupees Seven Thousand Five Hundred Crores Only);
- (f) Certified true copy of the resolution passed by the Company at the Annual General Meeting held on May 08, 2015 authorising the Company to issue non-convertible debentures for the current financial year to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 3000,00,00,000/- (Rupees Three Thousand Crores Only);
- (g) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the Trust Deed would be executed within the time frame prescribed in the relevant regulations/acts/rules etc and the same would be uploaded on the website of the BSE, where the debt securities have been listed, within 5 (five) working days of execution of the same.
- (h) Where applicable, an undertaking that permission / consent from the prior creditor for a second or *pari passu* charge being created, in favor of the trustees to the proposed issue has been obtained; and
- (i) 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) at the time of allotment of the Debentures:

- (a) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
- (b) Copy of last 3 (Three) years audited Annual Reports;
- (c) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (d) Latest audited / limited review half yearly consolidated (wherever available) and standalone financial information (profit & loss statement, balance sheet and cash flow statement) and auditor qualifications, if any;
- (e) An undertaking to the effect that the Issuer would, until the redemption of the debt securities, submit the details mentioned in point (d) above to the Debenture Trustee within the timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide



circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing / publishing its half yearly/ annual results. Further, the Issuer shall within 180 (One Hundred and Eighty) days from the end of the financial year, submit a copy of the latest annual report to the Debenture Trustee and the Debenture Trustee shall be obliged to share the details submitted under this clause with all 'Qualified Institutional Buyers' (QIBs) and other existing Debenture-Holders within 2 (Two) working days of their specific request.

5.3 Name and Address of Registered Office of the Issuer

Name:	Janalakshmi Financial Services Limited
Registered Office of Issuer:	Rajashree Saroja Plaza, # 34/1, Andree Road, Shantinagar, Bengaluru – 560027
Corporate Office of Issuer:	Rajashree Saroja Plaza, # 34/1, Andree Road, Shantinagar, Bengaluru – 560027
Compliance Officer of Issuer:	Ms. Richa Saxena
CFO of Issuer:	Mr. S. Gopalakrishnan
Registration Number:	N-02-00230
Corporate Identification Number:	U65923KA2006PTC040028
Phone No.:	+91-80-42595700 / 42595700
Fax No.:	+91-80-41525770
Contact Person:	Mr. S. Gopalakrishnan,
Email:	gopalakrishnan.s@janalakshmi.com,
Website of Issuer:	www.janalakshmi.com
Auditors of the Issuer:	Deloitte Haskins & Sells Chartered Accountant Address: Deloitte Centre, Anchorage 2, 100/2 Richmond Road Bengaluru – 560025 Karnataka, India
Trustee to the Issue:	GDA Trusteeship Limited GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411 038 Maharashtra, India
Registrar to the Issue:	Kirvy Computershare Private Limited Address: 16/22 Bake House, Maharashtra Chamber of Commerce Lane,



Opposite MSC Bank, Fort
Mumbai – 400 023
Maharashtra, India

Credit Rating Agency for the Issue: ICRA Limited,
'The Millenia', Tower B , Unit No.1004,
10th floor, 1&2 Murphy road, Ulsoor,
Bengaluru - 560008

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

(a) Overview

The Issuer was incorporated on July 24, 2006 under the Companies Act, 1956 and commenced its microfinance operations under a non-profit structure. The Issuer was founded and promoted by Ramesh Ramanathan and, in the initial years, supported by Aloysius Fernandez, executive director of Myrada, and Rohini Nilekani, philanthropist and wife of co-founder and former Infosys Co-Chairman, Nandan Nilekani. The Issuer obtained a license as a NBFC-ND on March 4, 2008 which was regularized by the RBI on September 01, 2010. It commenced its microfinance operations by absorbing the Sanghamitra Urban Programme, a pioneer of urban microfinance in India. The Sanghamitra Urban Programme was founded in October 2000, as a not-for-profit company, by Ramesh Ramanathan, under the guidance of Aloysius Fernandez and the support of Rohini Nilekani.

The Issuer is an NBFC focused on catering to the holistic set of financial services for the low income urban poor in India starting from preparing financial plans for its clients to offering products and services that meet their requirements at each stage in the life cycle. The Issuer has developed technology enablers to offer the services in a client centric, innovative and cost effective manner. We believe that its approach to the entire microfinance arena is distinct from most of the other microfinance institutions in India, backed by a long term vision, along with a well-developed platform encompassing a strong management team and staff structure, systems and procedures, client facing and back end technology, training and audit procedures.

As of 30th June 2015, the Issuer reached out to 26,82,249 clients with a portfolio of INR 4532.73 Crores managed through 234 branches across India. The Issuer has a strong portfolio quality, reflected in a Portfolio at Risk (>30 days) of 1.00% as on 30th June 2015

Pursuant to the Special Resolution dated 29th June 2015, the Issuer has converted itself from a private company into a public company. Accordingly a fresh certificate of incorporation dated August 10th 2015 has been issued to the Issuer.

Customer Segmentation

Customer centricity is one of the Issuer's key value drivers. To deliver this value, the Issuer's Customer Analytics Group (CAG) has developed segmentation exercises to appreciate the financial needs and aspirations of its customer base. The CAG was set up with the broad mandate of integrating business development with market analytics, developing rigorous client understanding, and using this understanding to strengthen communications, branding, customer acquisition and client offerings. This allows the Issuer to tailor an appropriate basket of products, services, and delivery mechanisms to suit each segment.



Product Offerings

The Issuer's vision as a customer-centric organization is to be a multi-product company. The products and services are tailored to address one or more of the needs stated across customer segments. Apart from diversifying risk, this approach serves as a key differentiating factor in the competitive landscape of microfinance institutions.

The Issuer's business and product strategy of delivering a widerange of products and services to the target customer is guided by the concept of "financial inclusion". Financial Advisory Services (FAS) is a tool developed to assist in the process of financial literacy and is at the heart of the Issuer's business strategy. It is designed to educate the customer about planning for three key needs of their lives as identified by the Government Committee report on "financial inclusion": (a) Contingency Planning, (b) Credit and Income Enhancement and (c) Wealth Creation. FAS execution begins with understanding the customer's needs and aspirations. A customer's short term financial requirements as well as life term goals are understood and captured to develop a comprehensive customer profile. This then enables the Issuer to offer clients the most relevant financial products for their financial aspirations. The Issuer envisions the FAS evolving into a classic financial planning tool that allows us to more fully assist our customers on their financial journey.

FAS was initially launched as a financial literacy and planning tool, along with micro-pensions and micro-savings products to cater the need for long term and short term savings respectively. The Issuer also offers customers group life insurance, through partner organisations.

Portfolio Quality Overview

The Issuer's portfolio at risk ("PAR") reflects the quality of the Issuer's portfolio. We believe that the sustained effort in putting up state of the art technology and going through the painful exercise of making huge initial investments has borne fruit and given the Issuer a loan tracking system which is one of the best in micro finance industry. With the use of technology, daily reports on collections can be viewed by the management at micro level.

This has resulted in PAR of just 1.42% as on 30th June 2015.

Technology Initiatives

- (i) On April 1, 2008 the Issuer initiated the Core-Banking Solution (CBS) to upload customer information and improve customer tracking efficiency.
- (ii) Introduced biometric smart cards to enable customer fingerprinting which allow identity verification of customers thereby preventing internal and external fraud.
- (iii) Launched Salesforce.com a web based customer relationship management software on June 1, 2008 which helps track collection on a daily basis and monitors collections zone-wise and executive wise on a real time basis.

Business and Collections Initiatives

- (i) Segregation of roles of field executives in the business team for sourcing, collections and credit. Separation of credit and sourcing mitigates risk and enforces responsibility.
- (ii) Dedicated task force put in place to focus on accounts over three months overdue.
- (iii) Legal reminders sent to clients with overdue loans.
- (iv) Employee training strengthened to improve sourcing and credit appraisal process.



Internal Process Initiatives

- (i) Putting in place what we believe to be 'best-in-class' loan management systems and transaction engine to support efficient service delivery mechanisms with seamless information management.
- (ii) Engaged a specialist consultant (M/s NCR Consultants Limited) to map all processes at the Issuer.
- (iii) Issuer analyses PAR on a monthly basis, segregating it by aging, loan cycle, region and causality
- (iv) Issuer has adopted the Fair Practices Code mandated by the RBI, which is a written code of business ethics governing the conduct of its personnel and agents with respect to its customers and which includes (i) restrictions against inappropriate behaviour including, but not limited to, the use of abusive language, threats, or illegal seizure of customer property and (ii) sanctions for such inappropriate conduct.
- (v) Issuer has implemented policies and procedures which require reasonable disclosure to all loan applicants and customers of the prices, fees and taxes associated with its loans including the repayment schedules prior to disbursement.

Customer Focused Initiatives

- (i) Training provided to customers regarding the Issuer, its processes, credit profile monitoring
- (ii) Stronger independent verification processes instituted.

(b) **Corporate Structure/Organization Structure**

Headquartered in Bangalore, the Issuer has business interest in varied asset classes – Microfinance, Enterprise Loan (SME), Gold Loans, Individual Loans and affordable housing finance. In its quest to provide end to end financial services to the urban poor, the Issuer also distributes liability products like micro pension and micro insurance.

The Company was promoted by Mr. Ramesh Ramanathan, who later donated his shares in the company to a Section 8 company called Jana Urban Foundation (earlier Section 25 company called Janalakshmi Social Services). Therefore, any return from the company does not flow back to the promoter. This unique structure is designed to retain the social focus of the Company.

The Company has established a sound governance structure with an eminent board of directors, including five independent directors. Mr. Ramesh Ramanathan, a former banker, is the Chairman of the Company. The day-to-day operations of the Company are managed by the Managing Director, presently Mr V. S. Radhakrishnan, along with a Management Committee consisting of senior management under the supervision of the Board. The senior management team of the Company has several years of varied corporate experience.

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

(Rs. Crores)

Parameters	FY 2015	FY 2014	FY 2013
------------	------------	------------	------------



Parameters	FY 2015	FY 2014	FY 2013
Net worth	1073.3	513.96	190.70
Total Borrowings	3796.92	1913.18	836.06
Non-Current Maturities of Long Term Borrowing	1868.94	689.70	382.94
Short Term Borrowing	18.79	26.58	13.11
Current Maturities of Long Term Borrowing	1909.19	1196.90	440.01
Other Non Current Liabilities and Provisions	13.98	7.63	1.80
Other Current Liabilities and Provisions	116.00	76.35	39.36
Net Fixed Assets	77.35	31.04	9.17
Long Term Loans and Advances	1043.41	460.29	181.37
Other Non Current Assets	113.75	93.03	49.88
Cash and Cash Equivalents	1081.08	486.54	160.86
Current Investments	-	-	1.67
Short Term Loans and Advances and Other Current Assets	2685.36	1440.24	664.96
Assets Under Management (including managed portfolio)	3773.63	2,052.94	956.22
Off Balance Sheet Assets	104.29	185.65	132.66
Interest Income	642.39	356.35	146.41
Interest Expense	309.03	155.22	63.37
Provisioning & Write-offs	28.47	16.96	5.61
PAT	75.41	50.63	18.06
Gross NPA (%)	0.73%	0.37%	0.10%
Net NPA (%)	0.49%	0.25%	0.00%
Tier I Capital Adequacy Ratio (%)	26.81%	24.96%	18.92%
Tier II Capital Adequacy Ratio (%)	1.18%	3.23%	0.51%

(d) **Gross Debt : Equity Ratio of the Company:**

Before the issue of debt securities (as on August 31 st 2015)	4.50
After the issue of debt securities	4.59

(e) **Project cost and means of financing, in case of funding new projects: N.A.****5.5 Brief history of Issuer since its incorporation giving details of its following activities:**(a) **Details of Share Capital as on last quarter end, i.e.,30.06.2015**

Share Capital	As at 30-June-2015
Authorised	
5,000,000 (31 March 2014: 5,000,000) Class 'A' Equity Shares of Rs.10/- each with voting rights	50,000,000
	50,000,000
122,000,000 (31 March 2014: 70,000,000) Preference Shares of Rs.10 each	1,220,000,000
Issued, Subscribed and Fully Paid- up	
4,316,228 (31 March 2014: 3,082,759) Class 'A' Equity Shares of Rs.10 each fully paid up with voting rights	43,162,280



3,143,830 (31 March 2014: 3,143,830) 0.0001% Class A Compulsorily Convertible Preference Shares of Rs. 10/- each	31,438,300
24,729,130 (31 March 2014: 24,729,130) 0.0001% Class B Compulsorily Convertible Preference Shares of Rs. 10/- each	247,291,300
17,467,430 (31 March 2014: 17,467,430) 0.0001% Class C Compulsorily Convertible Preference Shares of Rs. 10/- each	174,674,300
9,672,741 (31 March 2014: 9,672,741) 0.0001% Class D Compulsorily Convertible Preference Shares of Rs. 10/- each	96,727,410
5,417,339 (31 March 2014: 5,417,339) 0.0001% Class E Compulsorily Convertible Preference Shares of Rs. 10/- each	54,173,390
50,000 (31 March 2014: 50,000) 0.0001% Class F Compulsorily Convertible Preference Shares of Rs. 10/- each	500,000
2,169,280 (31 March 2014: Nil) 0.0001% Class G Compulsorily Convertible Preference Shares of Rs. 10/- each	21,692,800
11,192,030 (31 March 2014: Nil) 0.0001% Class H Compulsorily Convertible Preference Shares of Rs. 10/- each	111,920,300
8,135,260 (31 March 2014: Nil) 0.0001% Class I Compulsorily Convertible Preference Shares of Rs. 10/- each	81,352,600
40,000 (31 March 2014: Nil) 0.0001% Class J Compulsorily Convertible Preference Shares of Rs. 10/- each	400,000
39,002,120 (31 March 2014: Nil) 0.0001% Class K Compulsorily Convertible Preference Shares of Rs. 10/- each	390,021,200
	1,210,191,600
TOTAL	1,253,353,880

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

Date of change (AGM/ EGM)	Issued and Paid up Capital (Face Value)	Particulars
Date of Incorporation of the Company - 24 July 2006	100,000	Authorised Share Capital of Rs.2 Crores divided into 20 Lakhs Equity Shares of Rs.10/- each with 10,000 equity shares being subscribed to the Memorandum of Association.
30-Jun-07	2,400,000	Issue and allotment of 240,000 Equity Shares of the Company
29-Sep-07	-	AGM Date
31-Mar-08	1,072,120	Issue and allotment of 107,212 Equity Shares of the Company
30-Sep-08	-	AGM Date
28-Oct-08	850,960	Allotment of 85,096 equity shares
4-Feb-09	-	EGM Date when Authorised Share Capital of the Company was increased from Rs.2 Crores to Rs.25 Crores consisting of 50 Lakhs Equity Shares of Rs.10/- each and 2 Crores Preference Shares of Rs. 10/- each
26-Mar-09	-	Issue and allotment of 800 Preference Shares of Rs.10/- each.
26-Sep-09	-	AGM Date
4-Mar-10	-	Issue and allotment of 1,396 Preference Shares of Rs.10/- each.
4-Mar-10	1,443,520	Issue and allotment of 144,352 Equity Shares of the



Date of change (AGM/ EGM)	Issued and Paid up Capital (Face Value)	Particulars
		Company
4-Mar-10	555,050	Conversion of 800 Preference Shares in to 55,505 Equity shares
22-Jun-10	726,450	AGM Date and allotment of 72,645 equity shares by way of conversion of Preference shares
14-May-11	-	AGM Date
13-Jun-11	-	EGM Date when the existing equity shares of Rs.10/- each were reclassified as Class 'A' equity shares. The Authorised Share Capital was reclassified as 10 Lakhs Class 'A' equity shares of Rs.10/- each, 30 Lakhs Class 'B' Equity shares of Rs.10/- each, 10 Lakhs Class 'C' Equity shares of Rs.10/- each and 2 Crores Preference Shares of Rs.10/- each, respectively.
13-Jun-11	2,228,530	Allotment of Class 'B' Equity Shares
13-Jun-11	478,300	Allotment of Class 'C' Equity shares
15-Jun-12		AGM Date
12-Jul-12		EGM Date when the Authorised Share Capital was reclassified as 30 Lakhs Class 'A' equity shares, 10 Lakhs Class 'B' Equity shares, 10 Lakhs Class 'C' equity shares and 2 Crores Preference Shares, all of Rs.10/- each.
12-Jul-12	6,138,620	Allotment of Class 'A' Equity Shares
12-Jul-12	58,155,320	Allotment of Preference Shares
14-Aug-13	14,649,820	Allotment of Class 'A' Equity shares, CCPS and Rights Issue
14-Aug-13	604,804,700	Allotment of CCPS
14-Aug-13	184,220	Conversion of CCPS into Class A Equity Shares
14-Aug-13	58,155,320	Conversion of CCPS into Class A Equity Shares
28-Oct-14	1,672,290	Conversion of Compulsorily Convertible Debentures issued to QRG enterprises into Class A Equity Shares
10-Nov-14	9,643,300	Allotment of Class 'A' Equity shares
10-Nov-14	605,386,900	Allotment of CCPS
11-Nov-14	1,019,100	Allotment of Right issue
Grand Total	1,253,353,880	

- (c) Equity Share Capital History of the Company as on last quarter end i.e., 30.06.2015 for the last five years:

									Cumulative paid-up capital (Rs.)		
Date of Allotment	Stage	Investor	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration	Nature of Allotment	No. of equity shares	Equity Share Capital (Rs.)	Equity Share Premium (Rs.)	
Early	Seed	JSS/	250,0	10	10	Cash	Equity	250,0	2,500,	-	



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

								Cumulative paid-up capital (Rs.)		
Date of Allotment	Stage	Investor	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration	Nature of Allotment	No. of equity shares	Equity Share Capital (Rs.)	Equity Share Premium (Rs.)
2006		Ramesh Ramanathan	00					00	000	
6-Oct	Series A	Bellwether	85,096	10	260	Cash	Equity	85,096	850,960	21,274,000
7-Feb	Series A	Lok Capital	62,983	10	260	Cash	Equity	62,983	629,830	15,745,750
7-Feb	Series A	MSDF	44,229	10	260	Cash	Equity	44,229	442,290	11,057,250
9-Mar	Mezzanine	Bellwether	34,691	10	1,441.30	Cash	Equity	34,691	346,910	49,653,090
9-Mar	Mezzanine	MSDF	20,814	10	1,441.30	Cash	Equity	20,814	208,140	29,791,860
10-Mar	Series B	Bellwether	24,111	10	1,537.40	Cash	Equity	24,111	241,110	36,826,650
10-Mar	Series B	Treeline	168,776	10	1,921.70	Cash	Equity	168,776	1,687,760	322,655,140
10-Mar	Series B	Mr. Narayan Ramachandran	12,055	10	1,921.80	Cash	Equity	12,055	120,550	23,046,800
10-Mar	Series B	Mr. BadriPillinja	12,055	10	1,921.80	Cash	Equity	12,055	120,550	23,046,800
11-Jun	Series C	CVCI Group	222,853	10	2,378.20	Cash	Equity	222,853	2,228,530	527,771,470
11-Jun	Secondary	Treeline	30,936	10	1,820.80	Cash	Equity	30,936	309,360	56,018,599
11-Jun	Secondary	Mr. Narayan Ramachandran	24,846	10	1,814.20	Cash	Equity	24,846	248,460	44,827,175
11-Jun	Secondary	Mr. BadriPillinja	10,984	10	1,814.20	Cash	Equity	10,984	109,840	19,817,342
11-Jun	Secondary	Lok Capital	15,219	10	1,820.80	Cash	Equity	15,219	152,190	27,558,407
11-Jun	Secondary	MSDF	15,717	10	1,820.80	Cash	Equity	15,717	157,170	28,460,180
11-Jun	Secondary	Bellwether	34,770	10	1,814.00	Cash	Equity	34,770	347,700	62,725,080
11-Jun	Secondary	JSS	1,060	10	1,820.80	Cash	Equity	1,060	10,600	1,919,437
Jun-	Secon	MSDF	49,32	10	1820	Cash	Equity	49,32	493,26	893189



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

								Cumulative paid-up capital (Rs.)		
Date of Allotment	Stage	Investor	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration	Nature of Allotment	No. of equity shares	Equity Share Capital (Rs.)	Equity Share Premium (Rs.)
13	dary		6		.79			6	0	32.03
Jul-13	Secondary	Lok Capital	47,764	10	1820.79	Cash	Equity	47,764	477,640	86490573.56
Aug-13	Rights issue	JUF(earlier known as JSS)	296,095	10	12.51	Cash	Equity	296,095	2,960,950	743,198
Aug-13	Series D	CVCI Group	236,368	10	1.900.00	Cash	Equity	236,368	2,363,680	446,735,520
Aug-13	Series D	IFIF	49,243	10	1.900.00	Cash	Equity	49,243	492,430	93,069,270
Aug-13	Series D	MSPE	580,373	10	1.900.00	Cash	Equity	580,373	5,803,730	1,096,904,970
Aug-13	Series D	Alpha	302,803	10	1.900.00	Cash	Equity	302,803	3,028,030	572,297,670
Aug-13	Series D	QRG	100	10	1.900.00	Cash	Equity	100	1,000	189,000
Aug-13	Series D	CVCI Group	15,090,080	10	10	Cash	CCPS	15,090,080	150,900,800	0
Aug-13	Series D	IFIF	3,143,830	10	10	Cash	CCPS	3,143,830	31,438,300	0
Aug-13	Series D	MSPEA	24,729,130	10	10	Cash	CCPS	24,729,130	247,291,300	0
Aug-13	Series D	Alpha	17,467,430	10	10	Cash	CCPS	17,467,430	174,674,300	0
Aug-13	Series D	QRG	50,000	10	10	Cash	CCPS	50,000	500,000	0
Aug-13	Secondary	JUF(earlier known as JSS)	29,546	10	2,538.41	Cash	Equity	29,546	295,460	74,704,402
28-Oct-14	Conversion of CCD	QRG	167,229	10	0	NA	Conversion	167,229	1,672,290	0
10-Nov-14	Series E	GAWA 2	34,574	10	4,000.00	Cash	Equity	34,574	345,740	137,950,260
10-Nov-14	Series E	MSPEA	178,379	10	4,000.00	Cash	Equity	178,379	1,783,790	711,732,210
10-Nov-14	Series E	Alpha	129,660	10	4,000.00	Cash	Equity	129,660	1,296,600	517,343,400



								Cumulative paid-up capital (Rs.)		
Date of Allotment	Stage	Investor	No of Equity Shares	Face Value (Rs.)	Issue Price (Rs.)	Consideration	Nature of Allotment	No. of equity shares	Equity Share Capital (Rs.)	Equity Share Premium (Rs.)
10-Nov-14	Series E	QRG	100	10	4,000.00	Cash	Equity	100	1,000	399,000
10-Nov-14	Series E	TPG	621,617	10	4,000.00	Cash	Equity	621,617	6,216,170	2,480,251,830
10-Nov-14	Series E	GAWA 2	2,169,280	10	10	Cash	CCPS	2,169,280	21,692,800	0
10-Nov-14	Series E	MSPEA	11,192,030	10	10	Cash	CCPS	11,192,030	111,920,300	0
10-Nov-14	Series E	Alpha	8,135,260	10	10	Cash	CCPS	8,135,260	81,352,600	0
10-Nov-14	Series E	QRG	40,000	10	10	Cash	CCPS	40,000	400,000	0
10-Nov-14	Series E	TPG	39,002,120	10	10	Cash	CCPS	39,002,120	390,021,200	0
11-Nov-14	Right Issue	JUF(earlier known as JSS)	101,910	10	16.56373	Cash	Equity	101,910	1,019,100	668,910

(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.

5.6 Details of the shareholding of the Company as on the latest quarter end, i.e. 30-06-2015:

(a) Shareholding pattern of the Company as on last quarter end, i.e. 30-06-2015:

S. No	Shareholder	Class	No. of shares	% of Holding
1	Jana Urban Foundation	Class A	775,950	17.98%
2	MSPEA Platinum Pte Ltd	Class A	758,752	17.58%
3	Client Rosehill Limited	Class A	519,676	12.04%
4	Alpha TC Holdings Pte Ltd	Class		9.18%



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

		A		
5	CVCI GP II Employee Rosehill Limited	Class A	291,049	6.74%
6	Treeline Asia Master Fund(Singapore) Pte. Ltd.	Class A	216,088	5.01%
7	India Financial Inclusion Fund (IFIF)	Class A	213,000	4.93%
8	GAWA Microfinance Fund I	Class A	120,088	2.78%
9	VallabhBhanshali	Class A	47,764	1.11%
10	QRG Enterprises Limited	Class A	196,975	4.56%
11	Enam Shares & Securities Private Limited	Class A	27,292	0.63%
12	Badri Narayan Piliija	Class A	23,039	0.53%
13	Growth Partnership II Shiv Shankar Co-Investment Trust	Class A	693	0.02%
14	Growth Partnership II Ajay Shankar Co-Investment Trust	Class A	297	0.01%
15	R. Srinivasan	Class A	9	0.00%
16	V.S. Radhakrishnan	Class A	1	0.00%
17	TPG Asia VI SF Pte. Ltd	Class A	694718	16.10%
18	Global Financial Inclusion Fund	Class A	34,574	0.80%
	Total		4,316,228	100.00

0.0001% Compulsorily Convertible Preference Share Capital

S. No	Shareholder	Class	Number of shares	% of Holding
1	MSPEA Platinum Pte Ltd	Class B	24,729,130	20.43%
2	Alpha TC Holdings Pte Ltd	Class C	17,467,430	14.43%
3	Client Rosehill Ltd	Class D	9,672,741	7.99%
4	CVCI GP II Employee Rosehill Ltd	Class E	5,417,339	4.48%
5	India Financial Inclusion Fund (IFIF)	Class A	3,143,830	2.60%
6	QRG Enterprises Limited	Class F	50,000	0.04%
7	TPG Asia VI SF Pte. Ltd	Class K	39,002,120	32.23%
8	MSPEA Platinum Pte. Ltd	Class H	11,192,030	9.25%
9	Alpha TC Holdings Pte. Ltd.	Class I	8,135,260	6.72%
10	Global Financial Inclusion Fund	Class	2,169,280	1.79%



		G		
11	QRG Enterprises Limited	Class J	40,000	0.03%
	Total CCPS		121,019,160	100.00%

Notes: Details of shares pledged or encumbered by the promoters (if any): N.A.

- (b) List of top 10 holders of equity shares of the Company as on the latest quarter end, i.e. 30-June-2015:

Equity Share holders

Sr No.	Shareholder	Class	No of Shares	% holding	No. of Shares held in Demat form
1	Jana Urban Foundation	Class A	775,950	17.98%	775,950
2	MSPEA Platinum Pte. Ltd.	Class A	758,752	17.58%	758,752
3	TPG Asia VI SF Pte. Ltd	Class A	694,718	16.10%	694,718
4	Client Rosehill Limited	Class A	519,676	12.04%	69,695
5	Alpha TC Holdings Pte Ltd.	Class A	396,263	9.18%	266,603
6	CVCI GP II Employee Rosehill Limited	Class A	291,049	6.74%	39,033
7	Treeline Asia Master Fund (Singapore) Pte. Ltd.	Class A	216,088	5.01%	0
8	India Financial Inclusion Fund (IFIF)	Class A	213,000	4.93%	213,000
9	QRG Enterprises Limited	Class A	196,975	4.56%	0
10	GAWA Microfinance Fund I	Class A	120,088	2.78%	0

Preference share holders

Sr No	Shareholder	Class	No. of Shares	% holding	No. of Shares held in Demat form
1	TPG Asia VI SF Pte. Ltd	Class K	39,002,120	32.23%	0
2	MSPEA Platinum Pte. Ltd.	Class B	24,729,130	20.43%	24,729,130
3	Alpha TC Holding Pte Ltd	Class C	17,467,430	14.43%	17,467,430
4	MSPEA Platinum Pte. Ltd.	Class H	11,192,030	9.25%	0
5	Client Rosehill Limited	Class D	9,672,741	7.99%	0
6	Alpha TC Holdings Pte. Ltd.	Class I	8,135,260	6.72%	0
7	CVCI GP II Employee Rosehill Ltd	Class E	5,417,339	4.48%	0
8	India Financial Inclusion Fund	Class A	3,143,830	2.60%	3,143,830
9	Global Financial Inclusion Fund	Class G	2,169,280	1.79%	0
10	QRG Enterprises Limited	Class F	50,000	0.04%	0



5.7 Following details regarding the directors of the Company*:**(a) Details of the current directors of the Company:**

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

S. No.	Name & Designation	Residential Address	Date of Birth	DIN	PAN	Direct or of the Company Since	Other Directorships
1.	Ramesh Ramanathan. Chairman	# 4-402 III Floor, Lyndhurst Apartment, Walton Road, Lavelle Road, Bangalore – 560001	7-Nov-63	00163 276	AHWP R3887 M	24- Jul-06	Crossdomain Solutions Private Limited, Jana Urban Foundation, Janaadhar (India) Private Limited, MindTree Limited, National Skill Development Corporation, Jana Urban Services for Transformation Private Limited, Jana Capital Ltd
2	Raghunath Srinivasan. Executive Vice-Chairman	2/1 Regal Manor, Bride Street, Langford Town, Bangalore 560025	15-Apr-43	00352 754	APVPS 7246E	24- Jul-06	Mira Explorations Pvt. Ltd., Janaadhar (India) Private Limited, Jana Urban Foundation, Jana Capital Ltd



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

S. No.	Name & Designation	Residential Address	Date of Birth	DIN	PAN	Direct or of the Company Since	Other Directorships
3	Uday M Chitale. Independent Director	167 - C Poonawadi, DrAmbedkar Road, Dadar, Mumbai 400014	20-Oct-49	00043 268	AAAPC 8264G	5- Aug- 06	DFK Consulting Services (India) Private Limited, Indian Council For Dispute Resolution, GMR Vemagiri Power Generation Limited, ICICI Securities Primary Dealership Limited, JSW Steel Limited, ICICI Securities Limited, Axis Mutual Fund Trustee Limited, Electronica Mechatronic Systems (India) Private Limited, ICICI Prudential Pension Funds Management Company Limited
4	Viswanatha Prasad Investor Director	104, Manubhum Opus 8-2-614 Road Number 11, Banjara Hills, Hyderabad 500034	4-Jun-66	00574 928	AQGPS 1018Q	17- Jul-08	Caspian Impact Investment Adviser Private Limited, Caspian Impact Investment Private Limited, Equitas Holdings Private Limited, Equitas Housing Finance Private Limited, Value And Budget Housing



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

S. No.	Name & Designation	Residential Address	Date of Birth	DIN	PAN	Direct or of the Company Since	Other Directorships
							Corporation Private Limited.
4	Narayan Ramachandran. Independent Director	D 51, Sobha ivory 2, 7/1, St. Johns Road, Ulsoor, Bangalore-560042	14-Jul-62	01873080	AJWPR4625B	4-Mar-10	Ocean Sparkle Limited, Beer Works Restaurants And Microbrewery Private Limited, The Ratnakar Bank Limited, Counsyl India Genetics Private Limited, Inklude Labs Private Limited, Action Foundation For Social Services, Caspian Impact Investment Private Limited Fab India Overseas Private Limited, PVR Leisure Limited, PVR Bluo Entertainment Limited, PVR Limited.
6	Zaheer Abbas Sitabkhan. Investor Director	7/F Chelsea Court, 63 Mt Kellett Road, Peak, Hong Kong	17-Jan-65	03020270	No PAN Card	4-Mar-10	Janaadhar (India) Private Limited.
7	V S Radhakrishnan. CEO & Managing Director	# 3G, Belvedere court, No-6, Spencer Road, Fraser Town, Bangalore – 560005	15-Sep-54	03535209	AFEPR0484G	11-May-11	Jana Capital Ltd



S. No.	Name & Designation	Residential Address	Date of Birth	DIN	PAN	Direct or of the Company Since	Other Directorships
8	S B Mathur. Independent Director	Plot No-10, A-10, VasantVihar, New Delhi - 110057	11-Oct-44	00013 239	AGWP M9645F	21- Oct- 10	National Stock Exchange Of India Ltd, Infrastructure Leasing And Financial Services Limited, Munich Re India Services Private Limited, National Collateral Management Services Limited, ITC Limited, Havells India Limited, IDFC Trustee Company Limited, DCM Shriram Industries Limited, Ultratech Cement Limited, Hindustan Oil Exploration Company Limited, India Mortgage Guarantee Corporation Private Limited, Minda Corporation Limited
9	T S Siva Shankar. Investor Director	Flat No - 19, 4th Floor, Jumbo Apartments, Road No - 1, TPS - IV, Bandra (W), Mumbai - 400050	9-Jun-67	02720 714	AAVPS 8687C	13- Jun- 11	Human Value Developers Private Limited, Sharekhan Limited, Sharekhan Financial Services Private Limited.
10	Vikram Gandhi. Investor Director	Flat 19B, Bel Mount Gardens, 15 Arbuthnot Road, Central,	20-May-62	05168 309	AAEPG 0645B	12- Jul-12	VSG Capital Advisors Private Limited, I & T Infrastructure Developments.



S. No.	Name & Designation	Residential Address	Date of Birth	DIN	PAN	Direct or of the Company Since	Other Directorships
		Hong Kong					Projects Ltd
11	Akhil Shriprakash Awasthi. Investor Director	T-19B, Windsor Court, DLF Phase – 4, Gurgaon, Haryana, India - 122009	1-Feb-66	00148 350	ACCPA 2678Q	14- Aug- 13	Access CFO Consultants Private Limited, Star Health And Allied Insurance Company Limited, Home First Finance Company India Private Limited.
12	Anil Gupta. Investor Director	QRG Niwas, 1, Raj Narain Marg, Civil Lines, Delhi, India - 110054	20-Apr-69	00011 892	AAAPG 8092J	14- Aug- 13	,QRG Enterprises Limited., Havells India Limited, Havell's Financial Services Limited, TTL Limited, QRG Corporate Services Limited, QRG Central Hospital & Research Centre Limited, QRG Medicare Limited, QRG Wellness LLP, Ajanta Mercantile Limited
13	Ling Wei Ong. Investor Director	Flat B 16/F, Medal Court, 38, Queen's Road, West, Hong Kong	9-Jan-74	24054 58	NA	14- Aug- 13	NA
14	Aluri Srinivasa Rao. Alternate Director for Ling Wei Ong	Aparna Shangrila, Vill 13, Gowlidoddi, Gachibowli, Hyderabad - 500 032	13-Feb-65	00147 058	AAWP A6307L	31- Oct- 13	Morgan Stanley India Services Private Limited,
15	Ms. Vijaya Latha Reddy. Independent Director	119, Cunningham Road, Bangalore 560052	05-04- 1951	06778 078	ACYPR 8312E	02- Jan-14	Deccan Heritage Foundation India
16	Mr.	18, Marina	05-10-	06927	AAAPP	5 th	NA

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

S. No.	Name & Designation	Residential Address	Date of Birth	DIN	PAN	Director or of the Company Since	Other Directorships
	BadriPilinja, Alternate Director to Zaheer Abbas Sitabkhan.	Boulevard, #34-04, Marina Bay Residences, Singapore - 018980	1964	789	6603Q	August 2014	
17.	Puneet Bhatia, Investor Director	525A Magnolias, DLF Golf Course, DLF Phase 5, Gurgaon, Haryana 122009	16-Dec-66	*0014 3973	AAAPB 1298H	11 th Nov 2014	TPG Capital India Private Limited, Shriram Holdings Madras Private Limited, Shriram Transport Finance Company Limited, Flare Estate Private Limited, TPG Wholesale Private Limited, Shriram City Union Finance Limited, Shriram Capital Limited, Shriram Properties Private Limited, Vishal E-Commerce Private Limited, Havells India Limited, MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
18.	V Narayanmurti, Investor Director	Flat no. A-213, Twin Towers, Off Veer Savarkar Marg, Prabhadevi, Mumbai - 400025	28-Aug-63	*0055 5704	AAEPV 4485G	11 th Nov 2014	Rain Industries Limited,

*Company to disclose name of the current directors 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)
Mr. Vikram Gandhi, Investor Director	5168309	12th July 2012	NA
Mr. Siva Shankar, Investor Director	2720714	13th June 2011	NA
Mr. Donald Peck, Investor Director	140734	13th June 2011	15th May 2008
Mrs. Geeta Goel, Investor Director	2277155	13th June 2011	27th May 2009
Mrs. Rama Bijapurkar, Independent Director	1835	21st Oct 2010	NA
Mr. Sunil Mathur, Independent Director	13239	21st Oct 2010	NA
Mr. Narayan Ramachandran, Independent Director	1873080	4th Mar 2010	NA
Mr. Zaheer Abbas Sitabkhan, Investor Director	3020270	4th Mar 2010	NA
Mr. V. S. Radhakrishnan, CEO & Managing Director	3535209	11th May 2011	NA
Mr. Akhil Shriprakash Awasthi, Investor Director	148350	14th August 2013	NA
Mr. Anil Rai Gupta, Investor Director	11892	14th August 2013	NA
Mr. Ling Wei Ong, Investor Director	2405458	14th August 2013	NA
Mr. Aluri Srinivasa Rao, Alternate Director to Mr. Ling Wei Ong	147058	31st October 2013	NA
Ms. Vijayalatha Reddy, Independent Director	6778078	02 nd Jan 2014	NA
Rama Bijapurkar, Independent Director	00001835	17 th July 2014	NA
Mr. Badri Piliya, Alternate Director to Zaheer Abbas Sitabkhan	06927789	5 th August 2014	NA
Mr. Munish Mohan, Investor Director	02448381	5 th August 2014	NA
Mr. Munish Mohan, Investor Director	02448381	11 th Nov 2014	5 th August 2014
Mr. Puneet Bhatia, Investor Director	00143973	11 th Nov 2014	NA
Mr. V Narayanamurthy, Investor Director	00555704	11 th Nov 2014	NA

5.8 Following details regarding the auditors of the Company:(a) **Details of the auditor of the Company:**

Name	Address	Auditor since
Deloitte Haskins & Sells	Chartered Accountants Deloitte Centre, Anchorage 2, 100/2 Richmond Road Bengaluru – 560025 Karnataka, India	2008



(b) **Details of change in auditors since last three years: N.A.****5.9 Details of borrowings of the Company, as on latest quarter end 30.06.2015:**(a) **Details of Secured Loan Facilities:**

Sr.No.	Lender Name	Type of Facility	Amount sanctioned (Rs in Crs)	O/S as on 30-06-2015 (Rs in Crs)	Repayment Date/Schedule	Security
1	Allahabad Bank - Jan 14	Term Loan	25	13.6	Monthly	Hypothecation charge on Book Debts of 105%
2	Axis Bank Mar 2015	Term Loan	150	150.0	Quarterly	Hypothecation charge on Book Debts of 110%
3	Andhra Bank - Jun 2013	Term Loan	20	7.3	Quarterly	Hypothecation charge on Book Debts of 110%
4	Andhra Bank - Feb 2014	Term Loan	30	19.1	Quarterly	Hypothecation charge on Book Debts of 100%
5	Andhra Bank T L Sept 2014	Term Loan	50	40.0	Monthly	Hypothecation charge on Book Debts of 100%
6	Andhra Bank T L June 2015	Term Loan	100	100.0	Monthly	Hypothecation charge on Book Debts of 100%
7	Bank of Baroda - Mar 2014	Term Loan	50	19.1	Monthly	Hypothecation charge on Book Debts of 110%
8	Bank of India	Term Loan	25	9.0	Monthly	Hypothecation charge on Book Debts of 110%
9	Bank of India Jan 2015	Term Loan	25	22.9	Monthly	Hypothecation charge on Book Debts of 110%
10	Bank Of Maharashtra - Dec 12	Term Loan	10	1.7	Monthly	Hypothecation charge on Book Debts of 110%
11	Bank Of Maharashtra - Dec 13	Term Loan	25	13.9	Monthly	Hypothecation charge on Book Debts of 110%
12	Bank Of Maharashtra - June 14	Term Loan	35	25.2	Monthly	Hypothecation charge on Book Debts of 112%
13	Bank Of	Term			Monthly	Hypothecation



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

	Maharashtra - December 14	Loan	40	36.6		charge on Book Debts of 112%
14	BNP Paribas Mar 2014	Term Loan	20	7.5	Quarterly	Hypothecation charge on Book Debts of 100%
15	BNP Paribas Mar 2015	Term Loan	25	21.9	Quarterly	Hypothecation charge on Book Debts of 100%
16	BhartiyaMahi la Bank Term Loan A/c Sept 2014	Term Loan	50	41.6	Quarterly	Hypothecation charge on Book Debts of 110%
17	Canara Bank Mar 2014	Term Loan	50	33.3	Quarterly	Hypothecation charge on Book Debts of 110%
18	Catholic Syrian Bank TL Sept 2014	Term Loan	25	21.1	Monthly	Hypothecation charge on Book Debts of 110%
19	Central Bank Of India Nov 2012	Term Loan	25	6.2	Quarterly	Hypothecation charge on Book Debts of 110%
20	Citi Bank - Mar 2015	Term Loan	30	30.0	One Time	Hypothecation charge on Book Debts of 100%
21	Credit Agricole Mar 2014	Term Loan	20	7.5	Monthly	Hypothecation charge on Book Debts of 110%
22	Credit Agricole Mar 2015	Term Loan	30	26.3	Monthly	Hypothecation charge on Book Debts of 105%
23	Capital First Ltd. -Aug 2014	Term Loan	50	50.0	Quarterly	Hypothecation charge on Book Debts of 120%
24	Development Credit Bank June 2013	Term Loan	10	0.8	Monthly	Hypothecation charge on Book Debts of 100%
25	Development Credit Bank Nov 2013	Term Loan	15	4.4	Monthly	Hypothecation charge on Book Debts of 100%
26	Development Credit Bank May 2014	Term Loan	14	7.6	Monthly	Hypothecation charge on Book Debts of 100%
27	Development Credit Bank Mar 2015	Term Loan	20	19.2	Monthly	Hypothecation charge on Book Debts of 100%
28	Debentures -	Debentu			Bullet	Hypothecation



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

	Blue Orchard Dec-12	res	30	30.0		charge on Book Debts of 100%
29	Debentures Deutsche Bank	Debentures	27	27.0	Half Yearly	Hypothecation charge on Book Debts of 100%.
30	Debentures Responsibility - May-13	Debentures	65	65.0	Bullet	Hypothecation charge on Book Debts of 100%
31	Debentures - Responsibility July-14	Debentures	50	50.0	Bullet	Hypothecation charge on Book Debts of 100%
32	Debentures Oikocredit - Dec 13	Debentures	50	25.0	Yearly	Hypothecation charge on Book Debts of 100%
33	Debentures - IFC SEPT 2014	Debentures	120	120.0	Three equal installments	Hypothecation charge on Book Debts of 100%
34	Debentures - FMO Jan 2015	Debentures	200	200.0	5 equal installments	Hypothecation charge on Book Debts of 110%
35	Debentures - Domestic NCD- Series 1	Debentures	125	125.0	Bullet Repayment	Hypothecation charge on Book Debts of 110%
36	Debentures - Domestic NCD- Series 2	Debentures	100	100.0	Bullet Repayment	Hypothecation charge on Book Debts of 110%
37	Debentures - Domestic NCD- Series 3	Debentures	25	25.0	Equal quarterly amortisation starting from the end of 6 months	Hypothecation charge on Book Debts of 110%
38	Debentures - Domestic NCD- Series 4	Debentures	300	300.0	bullet Repayment, put option at the end of 24 months	Hypothecation charge on Book Debts of 110%
39	Dena Bank Term Loan March 15	Term Loan	50	50.0	Monthly	Hypothecation charge on Book Debts of 105%
40	Dhanalakshmi Bank - Oct 2012	Term Loan	30	3.6	Monthly	Hypothecation charge on Book Debts of 110%



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

41	Dhanalakshmi Bank TL A/c Sept 2014	Term Loan	25	18.6	Monthly	Hypothecation charge on Book Debts of 105%
42	ECB OPIC	External Commercial Borrowing	120	62.35	Quarterly	Hypothecation charge on Book Debts of 100%
43	Federal Bank Oct 2012	Term Loan	25	2.8	Monthly	Hypothecation charge on Book Debts of 115%
44	Federal Bank March 2013	Term Loan	10	2.5	Monthly	Hypothecation charge on Book Debts of 115%
45	Federal Bank Aug 2014	Term Loan	50	36.1	Monthly	Hypothecation charge on Book Debts of 115%
46	HDFC Term Loan Aug 2014	Term Loan	67	35.9	Monthly	Hypothecation charge on Book Debts of 100%
47	HSBC Term Loan Jan 2014	Term Loan	35	13.6	Monthly	Hypothecation charge on Book Debts of 105%
48	HSBC Term Loan A/C Sept 2014	Term Loan	51	43.9	Monthly	Hypothecation charge on Book Debts of 105%
49	IDBI Mar 2012	Term Loan	25	9.3	Monthly	Hypothecation charge on Book Debts of 110%
50	IDBI Sep 2013	Term Loan	200	14.1	Monthly	Hypothecation charge on Book Debts of 100%
51	IDBI Mar 2014	Term Loan	100	37.6	Monthly	Hypothecation charge on Book Debts of 100%
52	IDBI Bank Term Loan A/c Sept - 2014	Term Loan	200	142.4	Monthly	Hypothecation charge on Book Debts of 100%
53	IDBI Bank Term Loan A/c March - 2015	Term Loan	200	190.5	Monthly	Hypothecation charge on Book Debts of 100%
54	Indian Overseas Bank - Mar 2014	Term Loan	50	31.8	Quarterly	Hypothecation charge on Book Debts of 111.11%
55	Indian	Term			Quarterly	Hypothecation



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

	Overseas Bank - June 2014	Loan	50	36.4		charge on Book Debts of 111.11%
56	Indian Overseas Bank - March 2015	Term Loan	125	125.0	Quarterly	Hypothecation charge on Book Debts of 111.11%
57	IndusInd Bank Term Loan Oct 13	Short Term Loan	40	7.3	Monthly	Hypothecation charge on Book Debts of 110%
58	IndusInd Bank Term Loan Feb 14	Term Loan	37	13.4	Monthly	Hypothecation charge on Book Debts of 110%
59	IndusInd Bank Term Loan Jan 15	Term Loan	75	63.5	Monthly	Hypothecation charge on Book Debts of 110%
60	IFMR Apr 2014	Term Loan	25	6.3	Monthly	Hypothecation charge on Book Debts of 100%
61	ING Vysya Sep 13	Term Loan	20	5.0	Monthly	Hypothecation charge on Book Debts of 110%
62	ING Vysya Dec 13	Term Loan	15	5.0	Monthly	Hypothecation charge on Book Debts of 110%
63	ING Term Loan Sep 14	Term Loan	21	16.6	Monthly	Hypothecation charge on Book Debts of 110%
64	ICICI Mar 2014	Term Loan	20	8.2	Monthly	Hypothecation charge on Book Debts of 100%
65	ICICI Bank Term Loan (LT) A/c Dec 2014	Term Loan	135	100.8	Monthly	Hypothecation charge on Book Debts of 100%
66	IDFC Limited Term Loan Feb 2015	Term Loan	100	89.6	Monthly	Hypothecation charge on Book Debts of 105%
67	Kotak Mahindra May 13	Term Loan	50	0.0	Monthly	Hypothecation charge on Book Debts of 110%
68	Kotak Mahindra Aug 14	Term Loan	70	51.3	Monthly	Hypothecation charge on Book Debts of 110%
69	Kotak Mahindra March 15	Term Loan	50	37.5	Monthly	Hypothecation charge on Book Debts of 110%
70	L & T	Term			Monthly	Hypothecation



	Finance Ltd Term Loan A/c Nov 2013	Loan	100	21.7		charge on Book Debts of 115%
71	L & T Fin Corp Ltd TL Sept 2014	Term Loan	50	32.6	Monthly	Hypothecation charge on Book Debts of 115%
72	MAS Financial Services Ltd July 14 Loan(10 Crore)	Term Loan	10	5.0	Monthly	Hypothecation charge on Book Debts of 100%
73	MAS Financial Services Ltd July 14 Loan(7.5 Crore)	Term Loan	8	3.7	Monthly	Hypothecation charge on Book Debts of 100%
74	Maanveeya Holding and Investments Pvt Ltd Aug- 12	Term Loan	10	0.8	Quarterly	Hypothecation charge on Book Debts of 105%
75	Maanveeya Holding and Investments Pvt Ltd Aug- 13	Term Loan	6	2.5	Quarterly	Hypothecation charge on Book Debts of 105%
76	Maanveeya Holding and Investments Pvt Ltd Nov 13	Term Loan	6	3.0	Quarterly	Hypothecation charge on Book Debts of 105%
77	Oriental Bank of Commerce	Term Loan	25	15.3	Monthly	Hypothecation charge on Book Debts of 110%
78	Oriental Bank of Commerce March 2015	Term Loan	15	14.6	Monthly	Hypothecation charge on Book Debts of 110%
79	Punjab and Sind Bank - Mar 2014	Term Loan	25	13.6	Quarterly	Hypothecation charge on Book Debts of 105%
80	Reliance Capital May 2014	Term Loan	47	14.2	Monthly	Hypothecation charge on Book Debts of 100%
81	Standard Chartered Bank Jul 2013	Term Loan	45	5.6	Quarterly	Hypothecation charge on Book Debts of 110%



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

82	Standard Chartered Bank Loan July 14	Term Loan	16	16	Annual	Hypothecation charge on Book Debts of 110%
83	Standard Chartered Bank Term Loan A/c Oct 2014	Term Loan	16	16	Annual	Hypothecation charge on Book Debts of 110%
84	Standard Chartered Bank Term Loan A/c Jan 2015	Term Loan	16	16	Annual	Hypothecation charge on Book Debts of 110%
85	Standard Chartered Bank Term Loan A/c Mar 2015	Term Loan	66	49.5	Annual	Hypothecation charge on Book Debts of 100%
86	Standard Chartered Bank Term Loan A/c Mar 2015 (2)	Term Loan	16	16	Annual	Hypothecation charge on Book Debts of 110%
87	SIDBI Dec 2013	Term Loan	100	28.6	Monthly	Hypothecation charge on Book Debts of 100%
88	SIDBI Soft Loan Mar 2014	Soft Loan	10	9.9	Monthly	NIL
89	SIDBI Dec 2014	Term Loan	110	103.4	Monthly	Hypothecation charge on Book Debts of 125%
90	SIDBI March 2015	Term Loan	50	50.0	Monthly	Hypothecation charge on Book Debts of 100%
91	Societe General TL March 2015	Term Loan	20	20.0	Monthly	Hypothecation charge on Book Debts of 110%
92	South Indian Bank Dec 2012	Term Loan	15	1.5	Quarterly	Hypothecation charge on Book Debts of 105%
93	South Indian Bank Sep 2013	Term Loan	15	6.0	Quarterly	Hypothecation charge on Book Debts of 105%
94	South Indian Bank TL Sept 2014	Term Loan	25	21.0	Quarterly	Hypothecation charge on Book Debts of 105%



95	South Indian Bank TL March 2015	Term Loan	30	30.0	Quarterly	Hypothecation charge on Book Debts of 105%
96	State Bank of Bikaner & Jaipur	Term Loan	25	25.0	Monthly	Hypothecation charge on Book Debts of 110%
97	State Bank of Patiala Dec 2012	Term Loan	20	3.6	Monthly	Hypothecation charge on Book Debts of 110%
98	State Bank of Patiala Oct 2013	Term Loan	25	11.4	Monthly	Hypothecation charge on Book Debts of 110%
99	State Bank of Patiala Term Loan Jul 14	Term Loan	25	18.2	Monthly	Hypothecation charge on Book Debts of 110%
100	State Bank of Mauritius Term Loan Aug 14	Term Loan	15	10.7	Quarterly	Hypothecation charge on Book Debts of 110%
101	State Bank of Mauritius Term Loan Mar 15	Term Loan	15	15.0	Quarterly	Hypothecation charge on Book Debts of 110%
102	State Bank of Hyderabad TL Dec 14	Term Loan	25	22.9	Quarterly	Hypothecation charge on Book Debts of 110%
103	State Bank of India TL Feb 2015	Term Loan	200	187.9	Monthly	Hypothecation charge on Book Debts of 110%
104	State Bank of Travancore May 2015	Term Loan	30	30.0	Monthly	Hypothecation charge on Book Debts of 111.11%
105	Tata Capital Financial Services Ltd. - June 2014	Term Loan	20	12.0	Monthly	Hypothecation charge on Book Debts of 110%
106	Tata Capital Financial Services Ltd. - Jan 2015	Term Loan	15	12.5	Monthly	Hypothecation charge on Book Debts of 110%
107	UCO Bank Mar 2013	Term Loan	25	7.6	Monthly	Hypothecation charge on Book Debts of 110%
108	UCO Bank Mar 2014	Term Loan	25	14.6	Quarterly	Hypothecation charge on Book Debts of 110%
109	Union Bank Mar 2013	Term Loan	25	0.0	Monthly	Hypothecation charge on Book



						Debts of 110%
110	Union Bank Oct 2013	Term Loan	25	6.2	Monthly	Hypothecation charge on Book Debts of 110%
111	Union Bank May 2014	Term Loan	25	13.5	Monthly	Hypothecation charge on Book Debts of 110%
112	Union Bank Dec 2014	Term Loan	25	21.9	Monthly	Hypothecation charge on Book Debts of 110%
113	Vijaya Bank June 2014	Term Loan	25	17.4	Monthly	Hypothecation charge on Book Debts of 110%
114	Vijaya Bank March 2015	Term Loan	25	25.0	Monthly	Hypothecation charge on Book Debts of 110%
115	Yes Bank June 2014	Term Loan	150	72.2	Monthly	Hypothecation charge on Book Debts of 110%

	Institution	Nature of Facility	Amt. Sanctio ned (Rs. Cr)	O/s as on June 30, 2015 (Rs. Cr)	Repayment Date/ Schedule	Security (Book debt Hypotheca tion of)
1	ICICI Bank	Working Capital	15	10.00	Valid for 12 months	100%
2	Standard Chartered	Working Capital	7	5.39	Valid for 12 months	100%
3	Federal Bank	Working Capital	35	9.63	Valid for 12 months	115%
4	Kotak Mahindra	Working Capital	5	4.55	Valid for 12 months	110%
5	ING Vysya Bank	Working Capital	1	0	Valid for 12 months	120%
	Total Working capital loans			29.58		

(b) Details of Unsecured Loan Facilities:

Sr.No.	Lender Name	Type of Facility	Amount sanctioned (Rs in Crs)	Principal O/S as on 30.06.2015 (Rs in Crs)
1	RadhaRamniathan	Unsecured loan	0.4	0.40
2	Ramesh Ramnathan	Unsecured loan	1.75	1.75
3	Swathi Ramanathan	Unsecured loan	1.75	1.75

(c) Details of Non-Convertible Debentures:



S. No.	Deben- ture Series	Tenor / Period of Maturity	Coupon	Issue size (Rs. Cr)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secure d / Unse- cured	Securif y
1	002	4 years	13.50%	30	December 12, 2012	December 12, 2016	A- (CRISIL)	Secured	100% through hypo- theca- tion of book loans
2	003	5 years	14.45%	27	December 21, 2012	1) June 21, 2016 2) December 21, 2016 3) June 21, 2017 4) December 21, 2017 Rs. 25,00,000 per Deben- ture on each redemption date(s) plus accrued coupon, if any	A- (CRISIL)	Secured	100% through hypo- theca- tion of book loans
3	004	6 years	12.70%	65	May 30, 2013	May 30,2019	A- (CRISIL)	Secured	100% through hypo- theca- tion of book loans
4	005	2 years	14.00%	50	December 31,2013	December 31,2015	A- (CRISIL)	Secured	100% through hypo- theca- tion of book loans
5	006	6 years (Put and call option at the end of 3years)	12.85% Net of all taxes	50	July 09,2014	July 09,2020	A- (CRISIL)	Secured	100% through hypo- theca- tion of book loans



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

S. No.	Deben- ture Series	Tenor / Period of Maturity	Coupon	Issue size (Rs. Cr)	Date of Allotment	Redemptio n Date / Schedule	Credit Rating	Secure d / Unsecur ed	Securit y
6	007	5 years	13.32%	120	September 16, 2014	September 16, 2019 (3 Approximat ely equal semi-annual installments starting at the end of the 48th month post subscription)	A- (CRISIL)	Secured	100% throug h hypothe cation of book loans
7	008	4 years	13.60%	200	January 23, 2015	January 23, 2019 (Principal repayment to start after 3 years and will be payable in 5 equal quarterly installments)	A- (ICRA)	Secured	110% throug h hypothe cation of book loans
8	009	3 years	13.50%	125	February 5, 2015	February 5, 2018	A- (ICRA)	Secured	110% throug h hypothe cation of book loans
9	010	3 years	13.50%	100	February 27, 2015	February 27, 2018	A- (ICRA)	Secured	110% throug h hypothe cation of book loans
10	011	2 years	12.87%	25	March 2, 2015	March 2, 2017 (Equal quarterly amortisatio n starting from the end of 6 months)	A- (ICRA)	Secured	110% throug h hypothe cation of book loans
11	012	3 years	13.07%	300	May 19, 2015	May 19, 2018	A- (ICRA)	Secured	110% throug



S. No.	Debt Series	Tenor / Period of Maturity	Coupon	Issue size (Rs. Cr)	Date of Allotment	Redemption Date / Schedule	Credit Rating	Secured / Unsecured	Security
									h hypothesis of book loans

(d) List of Top 10 Debenture Holder(s)(as on June 30, 2015)

S. No.	Name of Debenture Holders	Amount (Rs. Cr)
1.	Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V. (FMO)	200.00
2.	INTERNATIONAL FINANCE CORPORATION (IFC)	120.00
3.	UTI INTERNATIONAL WEALTH CREATOR 4	115.00
4.	ICICI PRUDENTIAL REGULAR SAVINGS PLAN	105.00
5.	SBI MAGNUM BALANCED FUND	94.30
6.	KOTAK INCOME OPPORTUNITIES FUND	60.00
7.	RELIANCE CAPITAL TRUSTEE CO. LTD-A/C RELIANCE REGULAR SAVING FUND - DEBT OPTION	30.00
8.	DSP BlackRock Income Opportunities Fund	50.00
9.	OIKOCREDIT, ECUMENICAL DEVELOPMENT CO-OPERATIVE SOCIETY U.A.	50.00
10.	L&T INCOME OPPORTUNITIES FUND	45.00

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

- (e) The amount of corporate guarantee issued by the Issuer along with the name of the counterparty (like name of the subsidiary, JV entity, group company, etc) on behalf of whom it has been issued. (if any): N.A.
- (f) Details of Commercial Paper:
The total Face Value of Commercial Papers Outstanding as on the latest quarter end to be provided and its breakup in the following table: (if any): N.A.
- (g) Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on 30.06.2015: N.A.
- (h) Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Issuer, in the past 5 years: N.A.
- (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: N.A.



5.10 Details of Promoters of the Company:

(a) Details of Promoter Holding in Company as on latest quarter end, i.e. 30.06.2015:

Shareholder	Class	Number of shares	No. of shares held in Demat form	% of Holding	No. of shares pledged	% of shares pledged with respect to shares owned
Jana Urban Foundation – Section 8 Company (earlier known as Janalakshmi Social Services – Section 25 Company)	Class A	775,950	775,950	17.98%	0	0%

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.

Note: Financial Information submitted must be in line with the timelines specified in the Simplified Listing Agreement, issued vide Circular no. SEBI/IMD/BOND/1/2009/11/05, dated May 11, 2009

Profit & Loss Statement (in Rs. Cr)	31 March 2015	31 March 2014	31 March 2013
Revenue from operations	690.14	383.31	159.2
Other income	69.02	25.68	10.3
Total Revenue	759.16	408.99	169.5
Employee benefits expense	123.02	67.62	39.0
Finance costs	319.47	160.40	65.1
Depreciation and amortization expense	16.21	7.69	2.9
Other expenses	193.32	99.32	38.8
Total expenses	652.02	335.03	145.9
Profit for the year before exceptional items and Tax	107.15	73.96	23.6
Exceptional items	(1.35)	-	-
Profit for the year before Tax	108.50	73.96	23.6
Tax expense:			
(1) Current tax	37.14	27.67	8.1
(2) Deferred tax	(4.06)	(4.34)	(2.5)
Profit for the year after Tax	75.41	50.63	18.1

Balance Sheet (in INR Crores)	31-Mar-15	31-Mar-14	31-Mar-13
EQUITY AND LIABILITIES			
Shareholders' funds			
Share capital	125.34	63.56	7.4
Reserves and surplus	948.00	450.40	183.3
Total	1073.33	513.96	190.7



Balance Sheet (in INR Crores)	31-Mar-15	31-Mar-14	31-Mar-13
Non-current liabilities			
Long term borrowings	1868.94	689.70	382.9
Long term provisions	13.98	6.24	1.8
Other Long Term Liabilities	-	1.39	-
Total	1882.91	697.33	384.7
Current liabilities			
Short term borrowings	18.79	26.58	13.1
Trade payables	26.89	15.82	11.6
Other current liabilities	1965.97	1,235.54	460.1
Short term provisions	33.05	21.89	7.7
Total	2044.70	1,299.83	492.5
TOTAL Equity & Liability	5000.95	2,511.13	1,067.9
ASSETS			
Non-current assets			
Fixed Assets			
Tangible assets	53.33	28.91	8.2
Intangible assets	24.02	2.13	1.0
Non-current investments	0.10	0.10	0.1
Deferred tax asset	10.91	6.86	2.5
Long-term loans and advances	1043.41	460.29	181.4
Other non-current assets	102.73	86.07	47.3
Total	1234.51	584.35	249.6
Current assets			
Current investments	-	-	1.7
Cash and cash equivalents	1081.08	486.54	160.9
Short-term loans and advances	4.57	3.85	6.4
Other current assets	2680.79	1436.40	658.5
TOTAL Assets	5000.95	2511.13	1,077.1
Off- Balance Sheet:			
Managed Portfolio (Asset)	104.29	184.76	132.6

Cash Flow Statement (in INR Crores)	March 31, 2015	March 31, 2014	March 31, 2013
Cash flow from Operating activities			
Net Profit before tax	107.15	73.96	23.61
Add: Depreciation and amortization	16.21	7.69	2.91
Add: Provision in respect of standard assets	17.56	14.57	2.74
Add: Provision/(Reversal) for non performing assets	0.20	(0.78)	(1.21)
Add: Provision/(Reversal) for credit enhancement	(0.81)	1.19	0.37
Add: Loss/(Profit) on sale of asset	(0.01)	0.08	-
Less: Earnings from bank interest	(23.63)	(10.76)	(4.36)
Less: Dividend from mutual funds	(12.14)	(6.34)	(1.18)
Less: Profit from sale of mutual funds	-	(0.04)	(0.01)
Operating profit before working capital changes	104.51	79.57	22.88
Net change in working capital	(1848.22)	(1,079.67)	(559.45)
Cash generated from operations	(1743.71)	(1000.10)	(536.58)
Direct taxes paid / (refund received)	38.70	26.53	7.42



Cash Flow Statement (in INR Crores)	March 31, 2015	March 31, 2014	March 31, 2013
Net cash from / (used in) operating activities	(1782.41)	(1,026.63)	(543.99)
Cash flow from investing activities			
Purchase of portfolio	-	-	(2.84)
Purchase of fixed assets	(61.19)	(29.65)	(4.22)
Sale of fixed assets	0.03	0.01	0.0
Other Investments	-	1.67	(1.67)
Proceeds from investment in Mutual Funds (Net)	-	0.04	0.01
Earnings from bank interest	16.81	6.04	3.30
Dividend from mutual fund	12.14	6.34	1.18
Net cash from / (used in) investing activities	(32.20)	(15.54)	(4.24)
Cash flow from financing activities			
Proceeds from issue of share capital	61.77	56.15	6.43
Share premium received	427.10	226.79	73.73
Share issue expenses	(1.03)	(6.69)	(1.25)
Proceeds from long term borrowings	3318.58	1,781.38	787.50
(Repayment) of long term borrowings	(1427.05)	(717.73)	(240.80)
Proceeds of short term borrowings	94.00	69.50	157.76
(Repayment) of short term borrowings	(94.00)	(69.50)	(167.43)
Dividends Paid	(3.08)	(1.60)	-
Tax on Dividend	(0.52)	(0.26)	-
Net cash from / (used in) financing activities	2375.76	1338.04	615.9
Net Increase/(Decrease) in cash and cash equivalents during the year	561.14	295.87	67.7
Cash and cash equivalents at the beginning of the year	438.83	142.96	75.3
Cash and cash equivalents at the end of the year	999.97	438.83	143.0

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

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

- 5.13 Names of the Debentures Trustees and Consents thereof.**

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



5.14 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 a rating of "ICRA (A)" to the Debentures. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry very low credit risk. The rating letter and rationale from the Rating Agency is provided in **Annexure II** of this Information Memorandum.

5.15 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.

N.A.

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

The Debentures are proposed to be listed on the WDM segment of the BSE. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis. The in-principle approval of the BSE has been obtained in this regard.

5.17 Other details:

(a) Debenture Redemption Reserve ("DRR") Creation:

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

(b) Issue / instrument specific regulations:

The Issue of Debentures shall be in conformity with the applicable provisions of the Companies Act including the relevant notified rules thereunder and the SEBI Debt Listing Regulations and the applicable RBI guidelines.

(c) Application process:

The application process for the Issue is as provided in SECTION 7: of this Information Memorandum.

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



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

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer
2	Board Resolution dated August 27, 2015 authorizing issue of Debentures offered under the terms of this Disclosure Document
3	Shareholder Resolution dated May 08, 2015 authorizing the borrowing by the Company and the creation of security.
4	Shareholder Resolution dated May 08, 2015 authorizing the issue of non-convertible debentures by the Company.
5	Copies of Annual Reports of our Company for the last three financial years
6	Credit rating letter from the Rating Agency
7	Letter from GDA Trusteeship Limited giving its consent to act as Debenture Trustee
8	Letter for Registrar and Transfer Agent
9	Certified true copy of the certificate of incorporation of the Company
10	Certified true copy of the tripartite agreement between the Company, the Registrar & Transfer Agent and the NSDL/CDSL
11	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.

5.19 Details of Debt Securities Sought to be Issued

Under the purview of the current document, the Issuer intends to raise an amount of Rs. 98,00,00,000/- (Rupees Ninety Eight Crores Only) by issue of Secured Rated Listed Redeemable Non-Convertible Debentures, on a private placement basis.

For further details of the Debentures, please refer to the terms and conditions of the debentures set out in SECTION 6: of this Information Memorandum.

5.20 Issue Size

The aggregate issue size for the Debentures is of Rs. 98,00,00,000/- (Rupees Ninety Eight Crores Only).

5.21 Utilization of the Issue Proceeds

The proceeds shall be used for growing the Company's loan portfolio subject to such restrictions as the parties may have agreed upon and shall not be utilised for the purposes mentioned below.

The Issuer undertakes that the proceeds of this Issue shall be utilized for the deployment of funds on its own balance sheet and not to facilitate resource requests of its group entities/parent company/associates.

The Company undertakes that proceeds of this Issue shall not be utilized for the following purposes as specified in the RBI Master Circular No. DBOD.BP.BC.No.6/21.04.172/2012-13 dated July 1, 2014:

- 1) Bills discounted / rediscounted by NBFCs, except for rediscounting of bills discounted by NBFCs arising out of: Commercial vehicles (including light commercial vehicles) and two wheeler and three wheeler vehicles, subject to the following conditions: The bills should have



been drawn by the manufacturer on dealers only; The bills should represent genuine sale transactions as may be ascertained from the chassis / engine number and; Before rediscounting the bills, the bona fides and track record of NBFCs which have discounted the bills would be verified.

- 2) Investments of NBFCs both of current and long-term nature, in any company / entity by way of shares, debentures, etc. However, Stock Broking Companies may be provided need-based credit against shares and debentures held by them as stock-in-trade.
- 3) Unsecured loans / inter-corporate deposits by NBFCs to / in any company.
- 4) All types of loans and advances by NBFCs to their subsidiaries, group companies / entities.
- 5) Finance to NBFCs for further lending to individuals for subscribing to Initial Public Offerings (IPO) and for purchase of shares from secondary market.

5.22 Issue Details

Security Name	12.0132% JFSL2021
Issuer	Janalakshmi Financial Services Limited.
Type of Instrument	Non-Convertible Debentures
Nature of Instrument	Secured Rated Listed Redeemable Non-Convertible Debentures
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	As provided in Clause 7.14 below
Listing	<p>Debentures are to be listed on the WDM of the BSE within a maximum period of 15 (Fifteen) calendar days from the Deemed Date of Allotment.</p> <p>In the event of the Issuer's failure to do so, to the extent that any Debenture Holders are Foreign Institutional Investors or sub-accounts of Foreign Institutional Investors, or Foreign Portfolio Investors or Qualified Foreign Investors, the Issuer shall immediately redeem any and all Debentures which are held by such Foreign Institutional Investor(s) or such sub-account(s) of Foreign Institutional Investor(s) or Foreign Portfolio Investors or Qualified Foreign Investors.</p> <p>In case of delay in listing of the debt securities beyond 20 (Twenty) calendar days from the Deemed Date of Allotment, the Issuer will pay penal interest of at least 2 % p.a. over the Coupon Rate from the expiry of 30 (Thirty) calendar days from the Deemed Date of Allotment till the listing of such Debentures.</p>
Rating of Instrument	'A(Stable)' by ICRA Limited
Issue Size	Issue of 98 Secured, Rated, Listed, Redeemable, Non-convertible Debentures of face value of Rs.1,00,00,000/- (Rupees One Crore only) each, aggregating up to Rs.98,00,00,000/- (Rupees Ninety Eight Crores only) on a private placement basis (the "Issue")
Option to retain oversubscription	N.A.
Objects of the Issue	To raise senior secured debt to the extent up to Rs. 98,00,00,000/- (Rupees Ninety Eight Crores Only)
Details of the utilization of the Proceeds	<i>The issue proceeds will be to meet funding requirements of the Issuer for growing its microfinance portfolio</i>



Coupon Rate	12.0132% (Twelve Decimal Point Zero One Three Two Percent) per annum payable semi-annually until the Coupon Reset Date, (net of withholding taxes) and subject to the obligation of the Issuer as provided for in Section 7.25 of the IM. For the period between the Coupon Reset Date and the Maturity Date, the Coupon Rate shall, in the absence of an agreement on the Coupon Rate between the Debenture Holder(s) and the Company, continue to be the same Coupon Rate prevailing on the Deemed Date of Allotment.
Step Up/ Step Down Coupon Rate	N.A.
Coupon Payment Frequency	Semi-Annual
Coupon payment dates	Semi-annually on September 23 and March 23 of every calendar year until Maturity Date
Coupon Type	Fixed Coupon
Exercise Date/Coupon Reset Date	September 23, 2018
Coupon Reset Process	The Coupon Rate on the Debentures may be reset by the Debenture Trustee subject to obtaining the approval of the Majority Debenture Holders, which approval shall be provided at least 15 (Fifteen) calendar days prior to the Coupon Reset Date. The Debenture Trustee shall communicate the new Coupon Rate, so determined, to the Issuer at least 10 (Ten) calendar days prior to the Coupon Reset Date. Notwithstanding a notice for the Coupon Reset, the Company shall continue to have the right to exercise the Call Option.
Day Count Basis	Actual / Actual
Interest on Application Money	12.0132% (Twelve Decimal Point Zero One Three Two Percent) per annum, net of withholding taxes.
Default Interest Rate	In the event of a payment default of the amounts due under this Issue or any other Event of Default (whether by way of acceleration, at maturity or otherwise), the Issuer shall pay an additional 5% (Five Percent) per annum over and above the applicable Coupon Rate on the outstanding principal amount of the Debentures, calculated from the date of the occurrence of the default until such default is cured or the Debentures are redeemed pursuant to such default, as applicable.
Prepayment Penalty	No earlier than 36 months from the Deemed Date of Allotment (or such shorter period as may be regulatory permissible, the Issuer may seek the early redemption of the Issue, on any date other than the Due Date and not arising due to an Event of Default. The Issuer shall pay a penalty of 5% (Five Percent) on the principal amount repaid. The Prepayment shall be subject to the consent of the Majority Debenture-Holders which consent shall not be unreasonably withheld provided that the Issuer has given the Debenture Trustee and the Debenture Holders at least 15 (Fifteen) calendar days written notice prior to the date of such prepayment.
Delay Penalty	In the case of a delay in the execution of Debenture Trust Deed and the Deed of Hypothecation, the Issuer shall refund the subscription with the agreed rate of interest or shall pay penal interest of 5% (Five Percent) per annum over and above the applicable Coupon Rate until such time the conditions have been complied with at the option of the Investor.



Tenor	72 (Seventy Two) months from the Deemed Date of Allotment
Redemption Date	September 23, 2021
Redemption Amount	Rs. 1,00,00,000/- (Rupees One Crore Only) per Debenture on the Redemption Date plus accrued Coupon if any.
Redemption Premium/ Discount	N.A
Issue Price	Rs. 1,00,00,000/- (Rs. One Crore Only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Put Option Date	September 23, 2018
Put Option Price	Amount equivalent to the face value of all the Debentures being redeemed and interest, due and payable and other unpaid interests as on the date of the Put Notice.
Call Option Date	September 23, 2018
Call Option Price	Amounts equivalent to the face value of all the Debentures and interest, due and payable and other unpaid interests as on the date of the Call Notice.
Put Notification Time	<p>In the event if any Debenture-Holder is desirous of exercising the Put Option, the relevant Debenture Holder(s) shall provide notice in writing to the Issuer (with a copy to the Debenture Trustee at least 15 (fifteen) calendar days prior to the Exercise Date.</p> <p>Upon receipt of the notice, the Issuer shall compulsorily redeem the Debentures identified in the notice provided by the said Debenture Holder(s), on the relevant Put Option Date by making payment to the relevant Debenture Holders, the outstanding face value of the Debentures (identified in the notice) and accrued Coupon in relation thereto.</p>
Call Notification Time	<p>In the event if the Issuer is desirous of exercising the Call Option, the Issuer shall provide notice to the Debenture Trustee in relation to exercise of the Call at least 15 (fifteen) calendar days prior to the Exercise Date.</p> <p>Upon issuance of the notice, the Issuer shall compulsorily redeem the Debentures (or part thereof) identified in the notice on the relevant Call Option Date by making payment to the relevant Debenture Holders, the outstanding face value of the said Debentures (or part thereof as identified in the notice) and accrued Coupon in relation thereto.</p>
Face Value	Rs. 1,00,00,000/- (Rupees One Crore Only) per Debenture
Minimum Application size and in multiples of Debt Security thereafter	The minimum application size for the Issue shall be 1 Debenture and in multiples of 1 thereafter.
Issue Timing	Issue Opening Date: September 22, 2015 Issue Closing Date: September 23, 2015 Pay-in Dates: September 23, 2015 Deemed Date of Allotment: 23, 2015 All documentation including, but not limited to, the Information Memorandum,



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

	Board Resolution, Rating Letter, Appointment of Debenture Trustee to be completed 5 (Five) calendar days prior to Issue Opening Date, unless otherwise specified.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS
Depositories	NSDL/CDSL
Business Day Convention	If any Coupon Payment Date falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. If the Redemption Date/Exercise Date/Maturity Date (also being the last Coupon Payment Date) falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day.
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.
Security	The Issue shall be secured by a charge created by the Issuer in favour of the Debenture Trustee (for the benefit of the Debenture Holders) being an exclusive first ranking charge by way of hypothecation over specific loan receivables / book debt, present and future, as further specified in the Deed of Hypothecation, representing amounts due from the various borrowers of the Issuer at all times to the extent equal to an amount aggregating to the total outstanding in relation to the Issue (" Hypothecated Assets ") such that the value of the security shall be equal to 1.10 (One Decimal Point One) times the aggregate amount of the principal and coupon amounts outstanding of the Debentures (" Security Cover "). The Issuer undertakes to create the Security within 30 (Thirty) days from the Deemed Date of Allotment.
Transaction Documents	Shall be as set out in Clause 6.1 below
Conditions Precedent to Disbursement	<ol style="list-style-type: none"> 1. Execution of Debenture Trustee Agreement and Debenture Trust Deed 2. Such other undertaking as may be required from the Company.
Conditions Subsequent to Disbursement	<ol style="list-style-type: none"> 1. Execution of the Deed of Hypothecation. 2. Filing of the relevant documents inter alia private placement offer letter, return of allotment etc. with the ROC within the timelines specified under the rules under the Companies Act, 2013. 3. Completion of the listing of Debentures on BSE within 15 days from the Deemed Date of Allotment. 4. Filing of the relevant form with the ROC for the registration of charge over the Hypothecated Assets. 5. Execution of any other documents as customary for transaction of a similar nature and size. 6. The Issuer shall also obtain a legal opinion on the enforceability of the Transaction Documents.
Events of Default	As mentioned in Clause 6.7 below.
Provisions related	An event of default shall arise if the Issuer:



to Cross Default Clause	<p>(A) defaults in any payment of Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Indebtedness was created; or</p> <p>(B) defaults in the observance or performance of any agreement or condition relating to any Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Indebtedness to become due prior to its stated maturity; or</p> <p>(C) due to any default or an event of default, any Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof.</p> <p><i>"Indebtedness"</i> means any obligation of the Issuer (whether incurred as principal, independent guarantor or as a surety) for the payment or repayment of borrowed money, whether present or future, actual or contingent."</p>
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Covenants	As mentioned in Clause 6.3, 6.4, 6.5 and 6.6 below
Representation and warranties	As mentioned in Clause 6.2 below
Illustration of Bond Cash-flows	Kindly refer to Annexure VI of this Information Memorandum
Governing Law	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Mumbai and as more particularly provided for in the Debenture Trust Deed. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum in India



SECTION 6: TRANSACTION DOCUMENTS AND KEY TERMS

6.1 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 GDA Trusteeship 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) Deed of Hypothecation whereby the Issuer will create an exclusive first charge by way of hypothecation over Hypothecated Assets in favour of the Debenture Trustee to secure its obligations in respect of the Debentures ("**Deed of Hypothecation**"); and
- (d) Such other documents as agreed between the Issuer and the Debenture Trustee.

6.2 Representations and Warranties of the Issuer

The Issuer hereby makes the following representations and warranties and the same shall also be set out in the Transaction Documents.

- (i) **STATUS:**
 - a. It is a company, duly incorporated, registered and validly existing under the laws of India.
 - b. It has the power to own its assets and carry on its business as it is being conducted.
- (ii) **BINDING OBLIGATIONS:**

The obligations expressed to be assumed by it under the Transaction Documents are legal, valid, binding and enforceable obligations.
- (iii) **NON-CONFLICT WITH OTHER OBLIGATIONS:**

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

 - a. any law or regulation applicable to it including but not limited to laws and regulations regarding anti-money laundering or terrorism financing and similar financial sanctions;
 - b. its constitutional documents; or
 - c. any agreement or instrument binding upon it or any of its assets, including but not limited to any terms and conditions of the existing Indebtedness of the Company.
- (iv) **POWER AND AUTHORITY:**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.
- (v) **VALIDITY AND ADMISSIBILITY IN EVIDENCE:**



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

- a. to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
- b. to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and
- c. for it to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

(vi) **NO DEFAULT:**

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

(vii) **PARI PASSU RANKING:**

Its payment obligations under the Transaction Documents rank at least *pari passu* with the claims of all of its other secured creditors, except for obligations mandatorily preferred by law applying to companies generally.

(viii) **NO PROCEEDINGS PENDING:**

There are no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, may have a Material Adverse Effect, have (to the best of its knowledge and belief) been started against it except as disclosed by the Company in its annual reports, financial statements and this Information Memorandum.

(ix) **NO MISLEADING INFORMATION:**

All information provided by the Issuer to the Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) on which it is stated.

(x) **COMPLIANCE:**

The Company is in compliance with all laws for the performance of its obligations with respect to this Issue including but not limited to environmental, social and taxation related laws, for them to carry on their business.

(xi) **ASSETS:**

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN/FCRN/LLPIN/FLPIN: U74899DL1994PLC061287 on the website <http://www.mca.gov.in/MCA21/index.html>)



under the heading Index of Charges), the Issuer has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(xii) **FINANCIAL STATEMENTS:**

- a. The Issuer's financial statements most recently supplied to the Debenture Trustee were prepared in accordance with Indian GAAP consistently applied save to the extent expressly disclosed in such financial statements.
- b. The financial statements most recently supplied to the Debenture Trustee as of March 31, 2015 give a true and fair view and represent its financial condition and operations during the relevant financial year save to the extent expressly disclosed in such financial statements.

(xiii) **SOLVENCY:**

- a. The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it will not be deemed by a court to be unable to pay its debts within the meaning of the applicable laws, nor in any such case, will it become so in consequence of entering into this Issue.
- b. The value of the assets of the Issuer is more than its respective liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- c. As on the date hereof, the Issuer has not taken any corporate action nor has taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

6.3 AFFIRMATIVE COVENANTS:-

(i) **LISTING**

Take all steps necessary to get the Debentures listed within 15 (Fifteen) calendar days from the Deemed Date of Allotment. In case of a delay by the Issuer in listing the Debentures beyond 20 (Twenty) calendar days from the Deemed Date of Allotment the Issuer shall make payment the Debenture Holders of penal interest calculated on the face value of the Debentures at the rate of 2% 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. In the event that the NCDs are not listed within 15 (Fifteen) calendar days from the Deemed Date of Allotment for any reason whatsoever, then to the extent that any Debenture Holders are Foreign Institutional Investors or sub-accounts of Foreign Institutional Investors or Foreign Portfolio Investors or Qualified Foreign Investors, the Issuer undertakes to immediately redeem and/or buyback any and all Debentures within 2 (two) Business Days of the expiry of the listing period.

(ii) **NOTICE OF WINDING UP OR OTHER LEGAL PROCESS**

Promptly inform the Debenture Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Companies Act, or any other notice under any other act relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Issuer and affecting the title to the properties of the Issuer or if a receiver is appointed in respect of any of its properties or businesses or undertakings.



(iii) LOSS OR DAMAGE BY UNCOVERED RISKS

Promptly inform the Debenture Trustee of any material loss or significant damage which the Issuer may suffer due to any force majeure circumstances such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties.

(iv) ANTI-MONEY LAUNDERING AND EXCLUSION LIST

- a. Not permit any of the Debenture proceeds to be used to fund any form of violent political activity, terrorists or terrorist organizations, nor any money laundering process or scheme to disguise illegally obtained funds, nor any other criminal activity including arms sales, drug trafficking, robbery, fraud or racketeering.
- b. Not permit any of the Debenture proceeds to be used to fund any activity on the Exclusion List.

"Exclusion List" means any activity including 1) production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements, or subject to international bans, such as pharmaceuticals, pesticides/herbicides, ozone depleting substances, PCB's, wildlife or products regulated under CITES, 2) production or trade in weapons and munitions, 3) production or trade in alcoholic beverages (excluding beer and wine), 4) production or trade in tobacco, 5) gambling, casinos and equivalent enterprises, 6) production or trade in radioactive materials (this does not apply to the purchase of medical equipment, quality control (measurement) equipment), 7) production or trade in unbonded asbestos fibers (this does not apply to purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%), 8) drift net fishing in the marine environment using nets in excess of 2.5 km. in length, 9) production or activities involving harmful or exploitative forms of forced labor, 10) harmful child labor, 11) production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial scale usage of hazardous chemicals (hazardous chemicals include gasoline, kerosene, and other petroleum products), 12) production or activities that impinge on the lands owned, or claimed under adjudication, by indigenous peoples, without full documented consent of such peoples.

(v) COSTS AND EXPENSES

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

(vi) PRESERVE CORPORATE STATUS

Diligently preserve and maintain its corporate existence and status and all rights, contracts privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business.

(vii) PAY STAMP DUTY

Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Issuer may be required to pay according to the laws for the time being in force in the state where the Transaction Documents are executed, and in the event of the Issuer failing to pay such stamp duty, other duties, taxes and penalties as



aforesaid, the Debenture Trustee will be at liberty (but shall not be bound) to pay the same and the Issuer shall reimburse the same to the Debenture Trustee on demand;

(viii) FURNISH INFORMATION TO THE DEBENTURE TRUSTEE

- a. The Issuer shall furnish quarterly report to the Debenture Trustee (as may be required in accordance with SEBI guidelines) containing the following particulars –
- Updated list of the names and addresses of the Debenture Holders.
 - Details of the Coupon due, but unpaid and reasons thereof.
 - The number and nature of grievances received from the Debenture Holders and (a) resolved by the Company and (b) unresolved by the Company and the reasons for the same.
 - A statement that the Hypothecated Assets is sufficient to discharge the claims of the Debenture Holders as and when they become due.
- b. Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Issuer further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance.
- c. Inform and provide the Debenture Trustee with applicable documents in respect of the following:
- notice of any event of default specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same
 - any and all information required to be provided to the Debenture Holders under the listing agreement to be entered into between the Company and the Stock Exchange on which the Debentures are proposed to be listed.

(ix) TRANSFER OF UNCLAIMED REDEMPTION AMOUNTS

- a. The Issuer shall comply with the applicable provisions of the Companies Act, relating to transfer of unclaimed / unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it.
- b. The Issuer hereby further agrees and undertakes that during the currency of the Issue it shall abide by the guidelines/listing requirements if any, issued from time to time by the SEBI/RBI.

(x) FURTHER ASSURANCES

The Issuer shall:

- a. execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;
- b. obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it lawfully to enter into and perform its obligations under this Issue or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Issue;
- c. comply with all laws, rules, regulations and guidelines as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (i) the Securities and Exchange Board



of India (Issue and Listing of Debt Securities) Regulations, 2008, as may be in force from time to time during the currency of the Debentures; and (ii) the provisions of the listing agreement entered into by the Issuer with the BSE in relation to the Debentures;

(xi) **SECURITY**

- a. The Issue shall be secured in favour of the Debenture Trustee (for the benefit of the Debenture Holders) being a first ranking exclusive charge by way of hypothecation comprising of the assets of the Company as follows,
- b. The charge shall be created over specific loan receivables / book debt, present and future, representing amounts due from the various borrowers of the Issuer ("**Hypothecated Assets**"), as further specified in the Deed of Hypothecation, such that the value of security shall be equal to 1.10 (One Decimal Point One Zero) times the aggregate amount of the outstanding principal and coupon of the Debentures ("**Security Cover**") with a Security Cover of at least 1.10 (One Decimal Point One Zero) time maintained over the principal amount outstanding under the Debentures ("**Principal Security Cover**"). It is clarified that the Principal Security Cover shall be constituted out of the principal amounts arising out of the Hypothecated Assets of the Issuer.
- c. The Issuer undertakes:
 - I. to maintain the Security Cover at all times, during the period of the Issue;
 - II. to register and perfect the security over the Hypothecated Assets by executing a duly stamped Deed of hypothecation ("**Deed of Hypothecation**") and filing the relevant form immediately and no later than 15 (Fifteen) calendar days from the date of execution of the Deed of Hypothecation;
 - III. The charge over the Hypothecated Assets is to be created within 30 (Thirty) calendar days from the Deemed Date of Allotment.



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

- IV. Commencing from the creation of the charge till the Maturity Date, to provide a list, on a monthly basis, of specific loan receivables / identified book debt to the Debenture Trustee and Debenture Holders over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover ("**Monthly Hypothecated Asset Report**").
- V. The Company shall, on the Security Cover being diminished within 30 (thirty) calendar days, add fresh micro finance loan assets to the secured assets (under the Deed of Hypothecation) so as to maintain the Security Cover.
- VI. The Company shall, on an half yearly basis, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the moveable assets of the charge from time to time and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee and make furnish and execute all necessary documents to give effect to this security; and
- VII. Nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders.

6.4 **NEGATIVE COVENANTS:-**

Without the prior written permission of the Debenture Trustee, the Company shall not take any action in relation to the items set out in this Clause. The Debenture Trustee shall give its prior written approval/dissent within 15 (fifteen) Business Days after having received a request to give its approval provided such request is accompanied by the relevant information substantiating the request for the Debenture Holders to make a conscious discussion. The Debenture Trustee shall take the consent of the Majority Debenture Holders prior to any such approval/dissent.

(i) **CHANGE OF BUSINESS**

Change the general nature of its business from that which is permitted under the 'Non-Banking Financial Company-Micro Finance Institutions' directions issued by the RBI.

(ii) **CONSTITUTIONAL DOCUMENTS**

Change its articles of incorporation or organizational documents in any material way which would prejudicially affect the interests of the Debenture Holders.

(iii) **DIVIDEND**

Declare or pay any dividend to its shareholders during any financial year unless it has paid all the dues to the Debenture Holders/Debenture Trustee upto the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions therefor provided that such dividend shall be declared and/or paid only from income earned from the financial year in which such dividend has been declared and/or paid and so long as no Event of Default exists or is continuing or would result therefrom.

(iv) **MERGER, CONSOLIDATION, ETC.**



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

Undertake or permit any merger, consolidation, re-organisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.

(v) **CHANGE OF CONTROL**

Issue any additional shares or equity interests and shall not have its existing shares or equity interests transferred, sold, pledged or otherwise encumbered, if such action results in the owners or holders of such existing shares and equity interests having less than 80% (Eighty percent) of the total voting power and economic interests in the Company.

If the written consent of the Debenture Trustee/ the Majority Debenture Holder(s), is withheld for the proposed change of control, the Company, upon the instructions of the Debenture Trustee shall redeem the Debentures forthwith within 45 (Forty five) days of receiving such written instructions from the Debenture Trustee, and the Issuer shall pay a penalty of 5% (Five percent) on the principal outstanding to the Debenture Holders.

(vi) **DISPOSAL OF ASSETS**

Sell, transfer, or otherwise dispose of in any manner whatsoever any material assets of the Issuer, other than in ordinary course of business including any securitization / portfolio sale of assets undertaken by the Issuer in its ordinary course of business.

6.5 FINANCIAL COVENANTS AND ADDITIONAL COVENANTS:-

- (i) The Issuer shall at all times until the redemption of all outstanding Debentures, maintain a ratio of the sum of (x) Portfolio At Risk over 30 days divided by (y) the Outstanding Portfolio of not greater than 5% (Five Percent).
- (ii) The Issuer shall at all times until the redemption of all outstanding Debentures, maintain a ratio of the sum of (x) Portfolio At Risk over 30 days plus Restructured Loans divided by (y) the Outstanding Portfolio of not greater than 7% (Seven Percent).
- (iii) The Issuer shall at all times until the redemption of all outstanding Debentures, maintain a ratio of the sum of (x) Portfolio At Risk over 30 days plus Restructured Loans minus Loan Loss Reserves divided by (y) Equity of not greater than 20% (Twenty Percent).
- (iv) The Issuer shall at all times until the redemption of all outstanding Debentures, maintain a ratio of Adjusted Return on Assets of greater than 0.5% (Zero Decimal Point Five Percent) over a period comprising the preceding twelve months.
- (v) The Issuer shall at all times until the redemption of all outstanding Debentures, ensure that any short position for any three month period (taken cumulatively), including all positions of the previous three month periods shall be not more than 100% of Equity.
- (vi) The Issuer shall at all times until the redemption of all outstanding Debentures, maintain capital adequacy ratio calculated as per the applicable RBI regulations of at least 15% (Fifteen Percent).
- (vii) The Issuer shall at all times until the redemption of all outstanding Debentures, maintain the sum of the absolute value of the ratio of each single currency, (not being the Indian Rupee) of the Foreign-Currency Assets minus Foreign-Currency Liabilities divided by Equity of not greater than 50% (Fifty Percent).



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

This ratio shall be calculated separately for each separate Foreign Currency held by the Issuer and then aggregated in the manner provided as under:

*(Absolute Value of (Foreign Currency Asset 1- Foreign Currency Liability 1+ off balance sheet hedges in Foreign Currency 1) plus
Absolute Value of (Foreign Currency Asset 2- Foreign Currency Liability 2+ off balance sheet hedges in Foreign Currency)plus
Etc. for each Foreign Currency)
divided by Equity.*

6.6 REPORTING COVENANTS

The Issuer shall provide or cause to be provided to the Debenture Trustee, in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

- (i) As soon as available and in any event within 20 (twenty) calendar days after the end of each calendar month, the monthly reporting *(in a format which shall be provided by the Debenture Holder from time to time)*, such information relevant to the Issue in form and substance satisfactory to the Debenture Trustee.
- (ii) As soon as available and in any event within 20 (twenty) calendar days after the end of each quarterly reporting period of the Company, the quarterly reporting *(in a format which shall be provided by the Debenture Holder from time to time)*, such information relevant to the Issue in form and substance satisfactory to the Debenture Trustee required and in form and substance satisfactory to the Debenture Trustee.
- (iii) As soon as available and in any event within 30 (thirty) calendar days after any change in the shareholding structure of the Company, an updated report reflecting the changes with respect to all of the Company's beneficial owners, as appropriate.
- (iv) As soon as available, and in any event within 180 (One Hundred and Eighty) calendar days after the end of each fiscal year of the Company:
 - a. certified copies of its audited standalone and consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with generally accepted accounting principles in its jurisdiction including its balance sheet, income statement, statement of cash flow and a list comprising all material financial liabilities of the Issuer whether absolute or contingent.
 - b. such additional information or documents relating to the Issue as the Debenture Trustee may reasonably request :
- (v) As soon as practicable, and in any event within 5 (five) Business Days after the Company obtains actual knowledge, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect.
- (vi) As soon as practicable, and in any event within 5 (five) Business Days after the Company knew or received, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which, if adversely determined, could result in a Material Adverse Effect.



- (vii) As soon as practicable, and in any event within 5 (five) Business Days after the Company obtains actual knowledge thereof, notice of the occurrence of any event which constitutes an Event of Default specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same.
- (viii) As soon as practicable, and in any event within five (5) Business Days after such prepayment, notice of any prepayment of any Indebtedness of the Company.
- (ix) On or prior to the 20th (Twentieth) day of each month a report certifying the calculation of financial covenant ratios set forth in this Information Memorandum for the prior month.
- (x) No later than 30 calendar days from the end of every quarter, a report from the Chartered Accountant, certifying the compliance by the Company with the applicable RBI regulations on 'qualifying assets, credit pricing, corporate governance and responsible lending practices'.
- (xi) The Company will permit the Debenture Trustee to examine the relevant books and records of the Company all upon reasonable prior notice and at such reasonable times and intervals as the Debenture Trustee may reasonably request.
- (xii) The Company shall provide or cause to be provided to the Debenture Trustee, in form and substance reasonably satisfactory to the Debenture Trustee, such additional documents or information as the Debenture Trustee may reasonably request from time to time in relation to the Issue.
- (xiii) Inform the Debenture Trustee of any major change in the composition of its Board of Directors, which may amount to change in Control as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
- (xiv) The Issuer shall file with the recognized stock exchange for dissemination, within one month from the end of half years September and March, a half- yearly communication, counter signed by the Debenture Trustee, containing inter-alia the following information:
 - (I) *credit rating;*
 - (II) *asset cover available accompanied with a half yearly certificate regarding maintenance of 100% security cover in respect of the Debentures, by either a practicing company secretary or a practicing chartered accountant, within one month from the end of the half year;*
 - (III) *debt-equity ratio accompanied with a certificate of a practicing chartered accountant confirming the said debt-equity ratio;*
 - (IV) *previous due date for the payment of coupon/principal and whether the same has been paid or not; and*
 - (V) *next due date for the payment of coupon/principal.*

6.7 EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default with respect to the Debentures and shall be set out in the Transaction Documents.

- (i) The Issuer does not pay on the Due Date(s) any amount payable pursuant to the Trust Deed (whether at scheduled maturity, by acceleration, as a result of Debenture Holders exercising the Put Option or otherwise) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within 7 (Seven) calendar days of its due date.



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

- (ii) except for the event contained in clause 6.7(i), the breach of any covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents and such breach has continued for a period of 30 (Thirty) calendar days;
- (iii) The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness;
- (iv) Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.
- (v) If the Issuer, in regards to any Indebtedness: (A) defaults in any payment of Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Indebtedness was created or (B) defaults in the observance or performance of any agreement or condition relating to any Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Indebtedness to become due prior to its stated maturity; or (C) due to any default or an event of default, any Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof;
- (vi) There shall have occurred a change in the business, operations, property, assets, liabilities, condition (financial or otherwise) or prospects of the Issuer since the date hereof that has resulted in a Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified for a period of 30 (Thirty) calendar days.
- (vii) Any expropriation, attachment, sequestration, distress or execution affects any Asset or Assets of the Issuer having an aggregate value of 5% (Five percent) of the total assets of the Issuer and is not discharged within 30 (Thirty) calendar days or as given in the said order.
- (viii) One or more judgments or decrees shall be entered against the Issuer involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (Five percent) of the total Assets of such person and such judgments or decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed pending appeal for any period of 30 (Thirty) calendar days.
- (ix) Any corporate action, legal proceedings or other procedure or step is taken in relation :
 - a. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
 - b. composition, compromise, assignment or arrangement with any creditor of the Company;
 - c. the appointment of a liquidator, receiver or similar other officer in respect of the Issuer, a composition, compromise, assignment or arrangement with any creditor of the Issuer,
 - d. enforcement of any security over any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction



- e. any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in clauses (a), (b), (c) and (d) above.
- (x) This Information Memorandum or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Issuer.
- (xi) It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Issuer under any Transaction Document are not or cease to be valid, binding or enforceable.
- (xii) The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.
- (xiii) The value of the Hypothecated Assets is insufficient to maintain the Security Cover and Issuer fails to maintain the Security Cover within the stipulated timelines in the Deed of Hypothecation; and
- (xiv) Any of the Transaction Documents failing to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests becoming unlawful, invalid or unenforceable.
- (xv) Any Governmental Authority condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the Security) of the Company or of its share capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations.
- (xvi) The listing of the Debentures ceases or is suspended at any point of time prior to the Maturity Date, except if the Debentures are delisted in accordance with the consent of the Majority Debenture Holder(s).
- (xvii) The Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.

6.8 CONSEQUENCES OF EVENTS OF DEFAULT

On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Debenture Holder(s), (a) upon the expiry of the cure period provided to the Company, or (b) if the cure period provided is mutually extended by the Parties hereto upon the expiry of such extended period or (c) where it is not practical to provide a cure period, then forthwith, or (d) where no cure period has been provided and the parties mutually agree to provide for a cure period, upon the expiry of such mutually agreed cure period, the Debenture Trustee shall if so directed by the Majority Debenture Holder(s):

- (i) declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable;
- (ii) accelerate the redemption of the Debentures;



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

- (iii) enforce the charge over the Hypothecated Assets in accordance with the terms of the Deed of Hypothecation; and/or
- (iv) exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law.



SECTION 7: OTHER INFORMATION AND APPLICATION PROCESS

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

7.1 Mode of Transfer/Transmission of Debentures

The Debentures shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Debentures to a person who is not entitled to subscribe to the Debentures. The Debenture(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws. The Debentures held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/CDSL and the relevant DPs of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders maintained by the R&T Agent as on the Record Date, under all circumstances. In cases where the transfer formalities have not been completed by the transferor, claims, if any, by the transferees would need to be settled with the transferor(s) and not with the Issuer. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Debentures held in dematerialised form. The seller should give delivery instructions containing details of the buyer's DP account to his DP.

7.2 Debentures held in Dematerialised Form

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

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

7.3 Debenture Trustee for the Debenture Holder(s)

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



subject to and in accordance with the Debenture Trustee Agreement and the Debenture Trust Deed, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and the Debenture Trust Deed shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

7.4 Sharing of Information

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

7.5 Debenture Holder not a Shareholder

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

7.6 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 Holders.

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

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

7.7 Right to accept or reject Applications

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

7.8 Notices

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

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



Notice(s) shall be deemed to be effective (a) in the case of registered mail, 3 (three) Business Days after posting; (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 or (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).

7.9 Issue Procedure

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

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

7.10 Application Procedure

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

7.11 Fictitious Applications

All fictitious applications will be rejected.

7.12 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 potential 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 the Issuer by the Deemed Date of Allotment.

7.13 Payment Instructions

The Application Form should be submitted directly. The entire amount of Rs. 1,00,00,000/- (Rs One Crore 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:	Janalakshmi Financial Services Private Limited
Bank Account No.	000205020846
IFSC CODE:	ICIC0000002



Bank Name	ICICI Bank Limited
Branch Address:	ICICI Towers, Ground Floor, Commissariat Road, 1 Bengaluru - 560025

7.14 Eligible Investors

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

- (a) Mutual Funds
- (b) NBFCs
- (c) Provident Funds and Pension Funds
- (d) Corporates
- (e) Banks
- (f) Foreign Institutional Investors (FIIs)
- (g) Qualified Foreign Investors (QFIs)
- (h) Foreign Portfolio Investors (FPIs)
- (i) Insurance Companies
- (j) Any other person (not being an individual or a group of individuals) 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.

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.

7.15 Procedure for Applying for Dematerialised Facility

- (a) The applicant must have at least one beneficiary account with any of the DP's of NSDL/CDSL prior to making the application.
- (b) The applicant must necessarily fill in the details (including the beneficiary account number and DP - ID) appearing in the Application Form under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form".
- (c) Debentures allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the DP.
- (d) For subscribing to the Debentures, names in the Application Form should be identical to those appearing in the details in the Depository. In case of joint holders, the names should necessarily be in the same sequence as they appear in the account details maintained with the DP.
- (e) Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Registrar and Transfer Agent to the Issue.



- (f) If incomplete/incorrect details are given under the heading "Details for Issue of Debentures in Electronic/Dematerialised Form" in the Application Form, it will be deemed to be an incomplete application and the same may be held liable for rejection at the sole discretion of the Issuer.
- (g) For allotment of Debentures, the address, nomination details and other details of the applicant as registered with his/her DP shall be used for all correspondence with the applicant. The applicant is therefore responsible for the correctness of his/her demographic details given in the Application Form vis-a-vis those with his/her DP. In case the information is incorrect or insufficient, the Issuer would not be liable for the losses, if any.
- (h) The redemption amount or other benefits would be paid to those Debenture Holders whose names appear on the list of beneficial owners maintained by the R&T Agent as on the Record Date. In case of those Debentures for which the beneficial owner is not identified in the records of the R&T Agent as on the Record Date, the Issuer would keep in abeyance the payment of the redemption amount or other benefits, until such time that the beneficial owner is identified by the R&T Agent and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

7.16 Depository Arrangements

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

7.17 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.

7.18 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.

7.19 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

7.20 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) Certified true copy of the Power of Attorney to custodian
- (d) Specimen signatures of the authorised signatories
- (e) SEBI registration certificate (for Mutual Funds)
- (f) Copy of PAN card
- (g) Application Form (including EFT/RTGS details)

7.21 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 cheque/EFT/RTGS.

7.22 Succession

In the event of winding up of a Debenture Holder (being a company), the Issuer will recognise the legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such legal representative as having title to the Debenture(s), unless they obtains legal representation, from a court in India having jurisdiction over the matter.

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

7.23 Mode of Payment

All payments must be made through cheque(s) demand draft(s), EFT/RTGS as set out in the Application Form.

7.24 Effect of Holidays

In case any Coupon Payment Date falls on a day which is not a Business Day, the payment to be made on such Coupon Payment Date shall be made on the next Business Day. When the Redemption Date falls on a day which is not a Business Day, the payment to be made of such Redemption Date (including accrued Coupon) shall be made on the immediately preceding Business Day.

7.25 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 Agent 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.

If any payments under this Issue 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 sums payable under the Debenture Trust Deed, ("Tax Deduction"), the Company shall make such Tax Deduction, as may be necessary and shall simultaneously pay to the Debenture Holders such additional amounts as may be necessary in order that the net amounts received by the Debenture Holders after the Tax Deduction shall equal the respective amounts which would have been receivable by the Debenture Holders in the absence of such Tax Deduction.

7.26 Letters of Allotment

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

7.27 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 September 23, 2015 by which date the Investors would be intimated of allotment.

7.28 Record Date

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

7.29 Refunds

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

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

7.30 Interest on Application Money

Interest, shall be payable on the application monies received at the Coupon Rate of 12.0132% (Twelve Decimal Point Zero One Three Two Percent) per annum net of withholding taxes. Such interest shall be payable from the date of realisation of application monies in relation to the Debentures by the Issuer until the Deemed Date of Allotment and the same shall be paid to the relevant Investors within 7 (Seven) Business Days from the Deemed Date of Allotment.



7.31 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.

7.32 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) 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. 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. Provisions in respect of investment by investors falling in the categories mentioned above are merely indicative and the Issuer does not warrant that they are permitted to invest as per extant laws, regulations, etc. Each of the above categories of investors is required to check and comply with extant rules/regulations/ guidelines, etc. governing or regulating their investments as applicable to them and the Issuer is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Issuer required to check or confirm the same.



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

SECTION 8: DECLARATION

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

For Janalakshmi Financial Services Limited


Authorised Signatory

Name: Mr. S. Gopalakrishnan
Title: Chief Financial Officer
Date: September 16, 2015



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

ANNEXURE I: TERM SHEET

As provided in Clause 5.22 above.



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

ANNEXURE II: RATING LETTER & RATING RATIONALE



ICRA Limited

CONFIDENTIAL

Ref No: ICR/2015-16/RT/113

Date: September 2, 2015

Mr. S. Govindakrishnan
Chief Financial Officer,
Janalakshmi Financial Services Ltd
24/F, Andree Bldg, Shanthinagar,
Bangalore-560 071

Dear Sir,

Re: ICRA Credit Rating for Rs. 98.00 Crore Non Convertible Debenture (NCD) Programme of Janalakshmi Financial Services Limited (JFSL)

Please refer to our earlier letter number: ICR/2015-16/RT/333 dated August 11, 2015 communicating the rating of [JFSLA] (pronounced JCR A) with stable outlook for the Rs. 300.00 crore NCD programme of your company. This is to confirm that the captioned Line of Credit (LOC) of Rs. 98.00 crore is part of the above mentioned programme and the rating of [JCR A] (pronounced JCR A) with stable outlook to the NCD programme of the company stands as on the date of this letter. All other terms and conditions, as per the original letter dated August 11, 2015, shall remain the same. Also, the rating assumes that there will be no early repayment or acceleration clause for the proposed debt programme.

With kind regards,

Yours sincerely,
for ICRA Limited


(Binu Aiyappa)
Assistant Vice President


Swathi Harshaj
Senior Analyst

ICRA Limited, Tower 3, 6th Floor, 100 Feet Road, Connaught Place, New Delhi - 110028, India
Tel: +91 (0)11 2610 2610 Fax: +91 (0)11 2610 2611 Email: info@icra.co.in
Registered Office: 100 Feet Road, Connaught Place, New Delhi - 110028, India
Corporate Office: 100 Feet Road, Connaught Place, New Delhi - 110028, India

RATING • RESEARCH • INFORMATION



ANNEXURE III: CONSENT LETTER FROM THE DEBENTURE TRUSTEE



GDA Trustee

Believe in yourself... Trust us!



GDA/DEB/CL-MUM/2015-16/154

07th September, 2015

Janalakshmi Financial Services Limited
Rajashree Saroja Plaza, No 34/1,
Andree Road, Shanthinagar,
Bangalore - 560 027
Karnataka

Kind Attn: Mr. Deepak S

Dear Sir,

Consent to act as Trustee for Secured, Listed, Rated, Non-Convertible Debentures aggregating to Rs. 98 crores to be issued by your Company.

This is with reference to the discussions and also to the mail dated 07th September 2015 in respect of appointment of GDA Trusteeship Limited to act as Debenture Trustee for the Secured, Listed, Rated, Non-Convertible Debentures aggregating to Rs.98 crores to be issued by your Company. In this connection, we are agreeable to act as Trustee on the terms and conditions as mutually agreed between the Trustee and the Company.

The Company and the Trustee shall enter into relevant trustee agreements and other necessary documents for the aforesaid issue of NCDs and term loans and also agrees & undertakes to comply with the provisions of the SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI Circular No. SEBI/IMD/DOF-1/Bond/2009/11/05 dated 11/05/2009 on Simplified Listing Agreement for Debt Securities read with the SEBI Circular No. SEBI/IMD/DOF-1/BOND/Cir-5/2009 dated the 26th November, 2009, the RBI Circular No. RBI/2012-13/560 dated June 27, 2013, the Companies Act, 2013 and any other applicable statutes, regulations and provisions as amended from time to time.

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

Yours faithfully,

GDA Trusteeship Limited

Authorized Signatory

GDA Trusteeship Ltd.

Mumbai Office: Office No. 1, 2 and 3, 4th Floor, Parkside House, 7, Nehru Street, Fort, Mumbai 400 021 • Tel: +91-22-4029000 • Fax: +91-22-4029005

Regd Office: GDA House, Plot No. 85, Shanti Colony (Right), Peenya Road, Pune - 411 020 • CBR No. 124689/1/1987/CL10002

Tel: +91-20-2526000 • Fax: +91-20-2526075 • Email: info@gdatrustee.com • Web: www.gdatrustee.com

Bangalore Office: 211 - 217, Shreea White House, New Shreechandra Park Road, 19th Cross, 6th Main, H. T. Nagar, 2nd Block, Bangalore - 560 022 • Tel: +91-80-2264 2438

Hyd Office: 8-02, Anand Chambers 1, T. Nagar, Kanchi Place, New Dab - 110006 • Tel: +91-11-26102802



ANNEXURE IV: APPLICATION FORM

Janalakshmi Financial Services Limited

A public limited company incorporated under the Companies Act, 1956*

Date of Incorporation: July 24, 2006

* On conversion of Janalakshmi Financial Services Limited (then known as Janalakshmi Financial Services Private Limited) from a private company into a public company a fresh certificate of incorporation has been issued on August 10, 2015.

Registered Office: Rajashree Saroja Plaza, 34/1, Andree Road, Shantinagar, Bangalore – 560027
 Telephone No.: +91-80-42595700
 Website: www.janalakshmi.com

DEBENTURE SERIES APPLICATION FORM SERIAL NO.	-	-	-	-	-	0	2	2
--	---	---	---	---	---	---	---	---

Issue of 98 Secured, Rated, Listed, Redeemable, Non-convertible Debentures of face value of Rs.1,00,00,000/- (Rupees One Crore only) each, aggregating up to Rs.98,00,00,000/- (Rupees Ninety Eight Crores only) on a private placement basis (the "Issue")

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: _____ In words: _____ -only
 Amount Rs. _____ (-In words Rupees : _____ Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
 No. _____ Drawn on _____

Funds transferred to Janalakshmi Financial Services Limited
 Dated _____

Total Amount Enclosed
 (In Figures) Rs. /- (In words) Only

APPLICANT'S NAME IN FULL (CAPITALS)

SPECIMEN SIGNATURE

APPLICANT'S ADDRESS

ADDRESS																										
STREET																										
CITY																										
PIN																										
PHONE																										
FAX																										

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



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

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 Information Memorandum and have considered these in making our decision to apply. We bind ourselves to these Terms and Conditions and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture 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
DEPOSITORY PARTICIPANT NAME	
DP-ID	
BENEFICIARY ACCOUNT NUMBER	
NAME OF THE APPLICANT(S)	

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

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

(Note: Cheque and Drafts are subject to realisation)

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

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we 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.

We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures. We undertake that upon sale or transfer to subsequent investor or transferee ("Transferee"), we shall convey all the terms and conditions contained herein and in this Information Memorandum to such Transferee. In the event of any Transferee (including any intermediate or final holder of the Debentures) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer and also hold the Issuer and each of such person harmless in respect of any claim by any Transferee.

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.

1	-	-	-	-	-	-	-	-	-
---	---	---	---	---	---	---	---	---	---

Received from _____

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



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

ANNEXURE V: LAST AUDITED FINANCIAL STATEMENTS



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

Janakshimi Financial Services Private Limited Balance Sheet as at 31 March 2015			
Particulars	Note No.	Rupees	
		As at 31 March 2015	As at 31 March 2014
I. EQUITY AND LIABILITIES			
1 Shareholders' funds			
(a) Share capital	3	1,253,353,480	653,031,290
(b) Reserves and surplus	4	9,479,959,287	4,504,016,294
Total		10,733,312,767	5,157,047,584
2 Non-current liabilities			
(a) Long-term borrowings	5	18,089,337,076	6,897,334,033
(b) Other long-term liabilities	6	-	13,933,626
(c) Long-term provisions	7	139,283,676	62,374,821
Total		18,228,620,752	6,973,642,480
3 Current liabilities			
(a) Short-term borrowings	8	187,935,201	265,822,689
(b) Trade payables	9	268,867,961	156,137,631
(c) Other current liabilities	10	19,659,731,323	12,335,431,756
(d) Short-term provisions	11	330,439,926	238,991,198
Total		20,486,999,410	12,998,383,274
TOTAL		30,009,653,329	25,111,334,348
II. ASSETS			
1 Non-current assets			
(a) Fixed Assets			
(i) Tangible assets	12	353,265,311	289,101,327
(ii) Intangible assets	13	107,381,211	21,283,529
(iii) Intangible assets under development		332,833,864	-
(b) Non-current investments	14	1,000,000	1,000,000
(c) Deferred tax asset	16	109,137,529	68,584,312
(d) Long-term loans and advances	15	10,434,117,730	6,602,903,187
(e) Other non-current assets	18	1,027,323,426	860,669,387
Total		12,345,059,141	8,843,538,732
2 Current assets			
(a) Cash and cash equivalents	17	10,810,817,741	4,805,334,373
(b) Short-term loans and advances	18	83,693,399	38,469,835
(c) Other current assets	19	26,807,883,088	14,365,971,238
Total		37,664,394,228	19,267,795,616
TOTAL		30,009,653,329	25,111,334,348
See accompanying notes forming part of the financial statements			
1 to 37			

In terms of our report attached
For Deloitte Haskins & Sells
Chartered Accountants
S. Ganesh
S. Ganesh
Partner



For and on Behalf of the Board of Directors

R. Subraman
R. Subraman
Executive Vice Chairman

V.S. Radhakrishnan
V.S. Radhakrishnan
Managing Director & CEO

Richa Suresh
Richa Suresh
Company Secretary

S. Gopalarishnan
S. Gopalarishnan
Chief Financial Officer

Place: Bangalore
Date: May 19, 2015

Place: Bangalore
Date: May 19, 2015



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

Janalakshmi Financial Services Private Limited Statement of Profit and Loss for the year ended 31 March 2015			
		Rupees	
Particulars		Note No.	For the year ended 31 March 2015
			For the year ended 31 March 2014
I.	Revenue from operations	20	6,901,445,874
II.	Other income	21	693,185,756
III.	Total Revenue		7,594,631,630
IV.	Expenses:		
	Employer benefits expense	22	1,230,175,992
	Finance costs	23	3,194,679,681
	Depreciation and amortization expense	126.13	162,777,588
	Other expenses	24	1,933,229,300
	Total expenses		6,520,862,561
V.	Profit for the year before Exceptional Items and Tax		1,073,769,069
VI.	Exceptional items	25	(13,504,934)
VII.	Profit for the year before Tax		1,060,264,135
VIII.	Tax expense:		
	(1) Current tax		371,400,000
	(2) Deferred tax (Refer Note 34)		(43,366,233)
IX.	Profit for the year after Tax		725,507,902
X.	Earnings per equity share (Face value of Rs. 10/- each):		
	(1) Basic		211.69
	(2) Diluted		211.15
	(Refer Note 27)		192.15

See accompanying notes forming part of the financial statements 1 to 57

In terms of our report attached
For Deloitte Haskins & Sells
Chartered Accountants
S. Ganesh
S. Ganesh
Partner



For and on behalf of the Board of Directors

R. Srinivasan
R. Srinivasan
Executive Vice Chairman

Richa Saxena
Richa Saxena
Company Secretary

V. S. Radhakrishnan
V.S. Radhakrishnan
Managing Director & CEO

S. Gopalakrishnan
S. Gopalakrishnan
Chief Financial Officer

Place: Bangalore
Date: May 19, 2015

Place: Bangalore
Date: May 19, 2015



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

ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	Janalakshmi Financial Services Limited
Face Value (per security)	Rs.1,00,00,000/- (Rupees One Crore Only)
Issue Date / Date of Allotment	Issue Opening Date : September 22, 2015
Redemption Date	Redemption Date: September 23, 2021
Coupon Rate	12.0132% p.a
Frequency of the Coupon Payment with specified dates	<p style="text-align: center;">Semi Annual</p> <ul style="list-style-type: none"> • March 23, 2016 • September 23, 2016 • March 23, 2017 • September 23, 2017 • March 23, 2018 • September 23, 2018 • March 23, 2019 • September 23, 2019 • March 23, 2020 • September 23, 2020 • March 23, 2021 • September 23, 2021
Day Count Convention	Actual/Actual

Scenario 1 : In case put/call option is exercised

Cash Flows	Date	No. of days in Coupon Period	Coupon Amount (in Rupees)	Principal (in Rupees)	(in)
1 st Coupon	March 23, 2016	182	58,543,015		
2 nd Coupon	September 23, 2016	184	59,186,345		
3 rd Coupon	March 23, 2017	181	58,380,861		
4 th Coupon	September 23, 2017	184	59,348,499		
5 th Coupon	March 23, 2018	181	58,380,861		
6 th Coupon	September 23, 2018	184	59,348,499	980,000,000	
Total					

Scenario 2 : In case put/call option is not exercised

Cash Flows	Date	No. of days in Coupon Period	Coupon Amount (in Rupees)	Principal (in Rupees)
1 st Coupon	March 23, 2016	182	58,543,015	
2 nd Coupon	September 23, 2016	184	59,186,345	



3 rd Coupon	March 23, 2017	181	58,380,861	
4 th Coupon	September 23, 2017	184	59,348,499	
5 th Coupon	March 23, 2018	181	58,380,861	
6 th Coupon	September 23, 2018	184	59,348,499	
7 th Coupon	March 23, 2019	181	58,380,861	
8 th Coupon	September 23, 2019	184	59,348,499	
9 th Coupon	March 23, 2020	182	58,543,015	
10 th Coupon	September 23, 2020	184	59,186,345	
11 th Coupon	March 23, 2021	181	58,380,861	
12 th Coupon	September 23, 2021	184	59,348,499	980,000,000



ANNEXURE VII: FORM NO PAS-4 PRIVATE PLACEMENT OFFER LETTER
[Pursuant to Section 42 and Rule 14(1) of the Companies (Prospectus and Allotment of Securities) Rules, 2014]

Note : This Form No PAS-4 prepared in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 is to be read in conjunction with Section 6 (Regulatory Disclosures) of the Information Memorandum and shall together constitute the "Information Memorandum"

Issue of 98 Secured, Rated, Listed, Redeemable, Non-convertible Debentures of face value of Rs.1,00,00,000/- (Rupees One Crore only) each, aggregating up to Rs.98,00,00,000/- (Rupees Ninety Eight Crores only) on a private placement basis (the "Issue")

8.1 General Information:

- (a) Name, address, website and other contact details of the Company, indicating both registered office and the Corporate:

Issuer / Company: Janalakshmi Financial Services Limited
Registered Office: Rajashree Saroja Plaza, 34/1, Andree Road, Shantinagar, Bengaluru-560027
Corporate Office: Rajashree Saroja Plaza, 34/1, Andree Road, Shantinagar, Bengaluru-560027
Telephone No.: +91-80-42595700
Website: www.janalakshmi.com
Fax: 91-80-42595710
Contact Person: Mr. S. Gopalakrishnan
Email: gopalakrishnan.s@janalakshmi.com

- (b) Date of Incorporation of the Company:

24th July, 2006

- (c) Business carried on by the Company and its subsidiaries with the details of branches or units, if any;

Micro Finance Company providing small group loans to self help groups and has 234 branches as on 30th June 2015.

- (d) Brief particulars of the management of the Company:

Name of the Employee	Designation	Qualification	MF Experience/Place of Work /Major Responsibilities
R. Srinivasan	Executive Vice Chairman	MA in Economics	*Veteran banker with total of 44 years of experience, including 31 years in banking *Formerly Deputy CEO of ANZ Grindlays Bank, India *Formerly senior advisor to Fitch Rating and JP Morgan *Former member of the Indian Revenue



			<p>Service</p> <ul style="list-style-type: none"> *Ex-chair of the CII's Economic Affairs Committee, Financial Services Committee and the Delhi State Committee, amongst others *Has worked closely with the Chairman in drawing the blueprint of JFS and continues to be the guiding force for the entire team
V. S. Radhakrishnan	Managing Director & Chief Executive Officer	MBA, IIM(Ahmedabad) CAIIB, Indian Institute of Banking & Finance	<ul style="list-style-type: none"> *Veteran banker with over 28 years experience; Has been with JFS for the last 3 years *Illustrious career with HSBC for over two decades where he held various senior positions *Former Regional CEO (Karnataka, Tamil Nadu and Kerala), ING Vysya Bank
S. Gopalakrishnan	Chief Financial Officer	BSc, Madras University, Chartered Accountant	<ul style="list-style-type: none"> *Veteran banker with over 25 years experience, mostly with Andhra Bank *Former CFO of Sai India Ltd *Also worked with Narasu's Coffee and Weizmann Homes Ltd.
K. S. Ramdas	Head, Urban Foundation Jana	BA Economics, Bangalore university, MA, International Trade & Econometrics, Delhi School of Economics, MBA (IIM Ahmadabad)	<ul style="list-style-type: none"> *Veteran banker (34 years), specializing in SME finance and in building verticals from scratch * Most recently the Executive VP and Head of Corporate Banking & SME at Development Credit Bank where he managed a book of over Rs. 2,000 crore *22 years in the USA with TD Bank and JP Morgan Chase Bank at senior positions in credit, audit, sales (assets, liabilities & insurance); Audit scope extended to 10 countries *5 years in the National Bank of Bahrain working in corporate banking and syndication *5 years with bank of America in India and the Philippines
C. P. Rangarajan	Sr. VP – Special Projects	MA, CIIB, B.Com.	<ul style="list-style-type: none"> *Veteran banker (40 years), first with SBI for 27 years and then with Axis Bank for 13 years *Experience across a wide array of banking responsibilities, both in assets and liabilities *Most recently President and Zonal Head (South) for Axis Bank, managing 250 branches having 5,000+ employees and with business of over INR 35,0000 Million *As Zonal Head (South), he spearheaded the growth of CASA from INR. 8500 Million to INR 14,0000



			Million
Rahul Mallick	CEO – Retail Financial Services	Post graduate in Marketing Management - Symbiosis Institute of Management Studies, Pune	<ul style="list-style-type: none"> Banker with over 20 years of experiences in Retail Banking both in un-secured and secured lending. Former General Manager at ICICI Bank Ltd. Former Managing Director at ICICI Housing Finance Company Ltd. Former Managing Director and Country Manager at GMAC – TCFC Financial Services India Ltd.
N.S. Rajan	CEO, Enterprise Financial Services	CAIIB, Indian Institute of Banking and Finance, Bachelors in Law, Bangalore University, MBA, IGNOU	<ul style="list-style-type: none"> *Veteran banker (25+ years); Earlier Canara Bank and then Centurion Bank *Handled diverse responsibilities in his banking career but specialized in credit *Very knowledgeable in microfinance; Has been closely involved in rural areas through various government schemes such as PMRY, SEEUY, SEPUP, IRDP, BHAGYJYOTI etc.
Richa Saxena	Company Secretary	Company Secretary, Law Graduate & Post Graduate Diploma in Financial Management.	<p>Joined Janalakshmi in September 2013. Richa is a company secretary & corporate legal professional with an excellent academic record and more than 10+ years of versatile experience in renowned Indian and multinational corporations with a proven track record of effectively advising management on strategic alliances, contracts, corporate laws, corporate governance, regulatory compliance and other legal and corporate secretarial matters.</p>
H Sathyamoorthy	VP Audit	MBA (Finance) from Madurai Kamaraj University, Madurai and a certification from CAIIB.	<ul style="list-style-type: none"> *Over 20 years of experience in Banking * Has worked with Oriental Bank of Commerce, Indian Bank and Axis Bank. Last served as VP – Corporate Banking Operations with Axis Bank in Mumbai.
Santanu Mukherjee	Senior VP	Chartered Accountant	<p>Santanu Mukherjee is a banking and payments industry professional with over 25 years expertise in Asia Pacific Central Europe Middle East and Africa (APCEMEA) markets. He has worked in diverse business and functional roles, covering General Management, Retail Banking, Emerging payments and technologies, Strategic & Solutions Sales, Product and Risk Management.</p> <p>Santanu started his career in the financial services industry with ANZ Grindlays / Standard Chartered Bank. Moved on to join Vias in 2001 as the</p>



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

			Country Manager & Managing Director for India and South Asia. In 2009, Santanu moved to Singapore to take on an expanded regional role in Emerging Products and Innovations Group with responsibility for mobile, e-Commerce, proximity and personal payments solutions. He joins JFS since September 2013 as Senior Vice President.
Sumit Sharma	Chief Human Capital Officer	Post graduate from XLRI, India, and MBA from INSEAD, France.	Experience in best practice human resources and organizational development, in corporate, consulting and operational roles, spanning country, regional and global mandates in different countries. Strong HR Business Partner; recognized expertise in strategic HR; talent management, change, assessment and development. Strong analytical and conceptual ability.

(c) **Name, address, DIN and occupations of the directors:**

As provided for in Section 5 (*Regulatory Disclosures*), of this Information Memorandum.

(f) **Management perception of Risk Factors:**

As provided for in Section 3 (*Risk Factors*) of this Information Memorandum.

(g) **Details of defaults, if any, including the amounts involved, duration of default, and present status, in repayment of:**

- (i) Statutory Dues: NIL
- (ii) Debenture and interest thereon: NIL
- (iii) Deposits and interest thereon: NA
- (iv) Loans from banks and financial institutions and interest thereon: NIL

(b) **Name, designation, address and phone number, email ID of the nodal / compliance officer of the Company, if any, for the Issue:**

Name: **Ms Richa Saxena**
 Designation: Company Secretary
 Address: Rajashree Saroja Plaza, 34/1, Andree Road, Shantinagar,
 Bengaluru-560027
 Phone No.: +91-80-42595700
 Email: richa.saxena@janalakshmi.com

8.2 Particulars of the Offer:

Date of passing of Board Resolution	August 27, 2015
Date of passing of resolution in general meeting, authorizing the offer of securities	May 08, 2015



Kind of securities offered and class of security	Non-Convertible Debentures, Senior Debt.	
Price at which the security is being offered, including premium if any, along with justification of the price	The Debentures are being offered at face value of Rs.1,00,00,000/- (Rupees One Crore Only) per Debenture.	
Name and address of the valuer who performed valuation of the security offered	NA	
Amount, which the Company intends to raise by way of securities	Up to Rs.98,00,00,000/- (Rupees Ninety Eight Crore Only)	
Terms of raising of securities:	Duration, if applicable	72 months from the Deemed Date of Allotment
	Rate of Interest	12.0132% p.a payable semi-annually
	Mode of Payment	cheque(s)/ demand draft/ electronic clearing services (ECS)/ credit through RTGS system/funds transfer
	Mode of Repayment	cheque(s)/ electronic clearing services (ECS)/credit through RTGS system/funds transfer
Proposed time schedule for which the Issue/Offer Letter is valid	September 22, 2015 to September 23 2015	
Purpose and objects of the Issue/Offer	Growing the Micro Finance Loan Portfolio of the Company	
Contribution being made by the Promoters or directors either as part of the offer or separately in furtherance of such objects	N.A	
Principal terms of assets charged as security, if applicable	Hypothecation of book debts equivalent to 110% of the outstanding amounts as provided for in the Deed of Hypothecation. Security to be created within 30 days from the Date of Allotment.	

8.3 Disclosure with regard to interest of directors, litigation, etc:

Any financial or other material interest of the directors, promoters or key managerial personnel in the offer/ Issue and the effect of such interest in so far as it is different from the interests of other persons	NIL
Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter	NIL



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

of the Company during the last 3 (three) years immediately preceding the year of the circulation of this Offer Letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed					
Remuneration of directors (during the current year and last 3 (three) financial years)	Name of the Director	Remuneration (in Rs)			
	<table border="1"> <tr> <td data-bbox="786 530 1018 792">V S Radhakrishnan</td> <td data-bbox="1026 530 1430 792"> 31-Mar-2015 – Rs. 9,501,951 31-Mar-2014 – Rs. 58,59,602 31-Mar-2013 – Rs. 45,37,064 31-Mar-2012 – Rs. 56,16,000 </td> </tr> <tr> <td data-bbox="786 799 1018 1055">R Srinivasan</td> <td data-bbox="1026 799 1430 1055"> 31-Mar-2015 – Rs. 6,331,108 31-Mar-2014 – Rs. 35,40,000 31-Mar-2013 – Rs. 24,00,000 31-Mar-2012 – Rs. 29,20,000 </td> </tr> </table>	V S Radhakrishnan	31-Mar-2015 – Rs. 9,501,951 31-Mar-2014 – Rs. 58,59,602 31-Mar-2013 – Rs. 45,37,064 31-Mar-2012 – Rs. 56,16,000	R Srinivasan	31-Mar-2015 – Rs. 6,331,108 31-Mar-2014 – Rs. 35,40,000 31-Mar-2013 – Rs. 24,00,000 31-Mar-2012 – Rs. 29,20,000
V S Radhakrishnan	31-Mar-2015 – Rs. 9,501,951 31-Mar-2014 – Rs. 58,59,602 31-Mar-2013 – Rs. 45,37,064 31-Mar-2012 – Rs. 56,16,000				
R Srinivasan	31-Mar-2015 – Rs. 6,331,108 31-Mar-2014 – Rs. 35,40,000 31-Mar-2013 – Rs. 24,00,000 31-Mar-2012 – Rs. 29,20,000				
Related party transactions entered during the last 3 (three) financial years immediately preceding the year of circulation of this Offer Letter including with regard to loans made or, guarantees given or securities provided	Annexure A				
Summary of reservations or qualifications or adverse remarks of auditors in the last 5 (five) financial years immediately preceding the year of circulation of this Offer Letter and of their impact on the financial statements and financial position of the Company and the corrective steps taken and proposed to be taken by the Company for each of the said reservations or qualifications or adverse remark	NIL				
Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last 3 (three) years immediately preceding the year of circulation of the Offer Letter in the case of the Company and all of its subsidiaries. Also if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last 3 (three) years immediately preceding the year of this	NIL				



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

Offer Letter and if so, section-wise details thereof for the Company and all of its subsidiaries	
Details of acts of material frauds committed against the Company in the last 3 (three) years, if any, and if so, the action taken by the company	<p>During the Financial Year 2014-15: Fraud against the company by employees/others is estimated at Rs 5,437,602/- of which Rs 1,055,272/- has been recovered on the Balance Sheet date and management is taking necessary steps for recovery of the balance amount and no fraud by the Company has been noticed or reported during the year</p> <p>During the Financial year 2013-14: Fraud against the Company by employees for which the management has estimated loss aggregating to approximately Rs. 1,10,00,000/-. The Management is investigating this fraud and necessary steps are being taken to recover this amount from such employees. Also, material losses if any, will be recognized after the completion of the investigation.</p> <p>For the Financial Year 2012-13: NIL</p>

8.4 Financial Position of the Company:

The capital structure of the company in the following manner in a tabular form:

The authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value)	Share Capital		Rs.		
	Authorised		1,270,000,000		
	Issued, Subscribed and Fully Paid-up		1,253,353,880		
Size of the Present Offer	Rs. NIL.				
Paid-up Capital:					
a. After the offer:	Rs. 1,253,353,880/-				
b. After the conversion of Convertible Instruments (if applicable)	Rs. 1,253,353,880/- This issuance of Debentures will not alter the paid-up capital of the Issuer.				
Share Premium Account:					
a. Before the offer:	This issuance of Debentures will not alter the reserves in the share premium account of the Issuer.				
b. After the offer:					
Details of the existing share capital of the Issuer:					
S No:	Date of Allotment	Number of Shares	Face Value of Shares	Price	Details of Consideration
1	11-Nov-2014	101910 equity shares	10/-	16.56/-	Issued by way of cash
2	10-Nov-2014	964330 equity shares 60538690 (Compulsorily Convertible preference	10/- 10/-	4000/- 10/-	Issued by way of cash



		shares)			
3	28-Oct-2014	167229 equity shares (conversion of compulsorily convertible debentures)	10/-	NA	Conversion
4	14-Aug-2013	1168887 equity shares 296095 equity shares(rights issue) 60480470(Compulsorily Convertible preference shares)	10/- 10/- 10/-	1900/- 12.51/- 10/-	Issued by way of cash
5	12-Jul-2012	127788 equity shares 327513 equity shares 158561 equity shares 5807303 (Compulsorily Convertible preference shares)	10/- 10/- 10/- 10/-	1100/- 1831.98/- 10/- 10/-	Issued by way of cash
6	13-Jun-2011	270683 equity shares	10/-	1958/-	Issued by way of cash
Details of allotments made by the Company in the last one year prior to the date of this Offer Letter for consideration other than cash and details of the consideration in each case.		NIL			
Profits of the Company, before and after making provision for tax, for the 3 (three) financial years immediately preceding the date of circulation of this Offer Letter		FY	PBT	PAT	
		2014-15	1,08,49,55,987	75,41,09,224	
		2013-14	73,96,09,919	50,62,76,139	
		2012-13	23,61,01,733	18,06,19,815	
Dividends declared by the Company in respect of the said 3 (three) financial years; interest coverage ratio for last three years (cash profit after tax plus interest paid/interest paid)		Dividend :			
		FY	Preference	Equity	
		2014-15	840(0.0001%)	3,23,71,710(75%)	
		2013-14	381(0.0001%)	3,08,27,590(100%)	
		2012-13	419(0.001%)	1,59,93,550(100%)	
		Interest coverage ratio:			
		FY			
		2014-15	134%		
		2013-14	147%		
		2012-13	137%		
		2011-12	126%		
A summary of the financial position of the Company as in the 3 (three) audited balance sheets immediately preceding the date of circulation of this Offer Letter		Annexed			
Audited Cash Flow Statement for the 3 (three) years immediately preceding the date of circulation of this Offer Letter		Annexed			
Any change in accounting policies		NIL			



during the last 3 (three) years and their effect on the profits and the reserves of the Company	
---	--


8.5 DECLARATION (To be provided by the Directors)

- a. The Company has complied with the provisions of the Companies Act and the rules made thereunder;
- b. The compliance with the Companies Act 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 Issue 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 August 27, 2015 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 Janalakshmi Financial Services Ltd.


Authorized Signatory

Name: S. Gopalakrishnan
Title: Chief Financial Officer
Date: September 16, 2015

**Enclosed**

Copy of Board Resolution
Copy of Shareholders Resolution
Optional Attachments, if any