

Information Memorandum
Date: September 16, 2024

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

India International Exchange (IFSC) Limited has not approved or verified the contents of the Information Memorandum / Listing Particulars

No: 1

Addressed to: Covid-19 Emerging and Frontier Markets MSME Support Fund SCSp SICAV-RAIF - AfrAsia sub-fund

ISIN Number for the Bonds: INIF01505090

INFORMATION MEMORANDUM



SATYA MICROCAPITAL LIMITED

A public limited company incorporated under the Companies Act, 1956 (1 of 1956)

Date of Incorporation: 18/05/1995

Registered Office: 519, 5th floor DLF Prime Towers, Okhla Industrial Area, Phase-1, South Delhi, Delhi, India, 110020

Corporate office: Plot No 7A Sector 125 Noida, Uttar Pradesh, Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh, India, 201301

Telephone No.: +91-11-49724000

Website: <http://www.satyamicrocapital.com>

Information Memorandum for issue of Bonds on a private placement basis on

Dated: September 16, 2024

ISSUE OF UP TO 500 (FIVE HUNDRED) SECURED, LISTED, US DOLLAR DENOMINATED BONDS OF THE FACE VALUE OF USD 10,000/- (UNITED STATES DOLLAR TEN THOUSAND ONLY) EACH, COLLECTIVELY AGGREGATING UP TO USD 5,000,000 (UNITED STATES DOLLAR FIVE MILLION ONLY) ON A PRIVATE PLACEMENT BASIS (THE "ISSUE").

Background

This Information Memorandum is related to the Bonds to be issued by Satya Microcapital Limited (the "Issuer" or "Company" or "Satya") on a private placement basis and contains relevant information and disclosures required for the purpose of issuing of the Bonds. The issue of the Bonds 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 at the general meetings held on July 3, 2023 and June 7, 2024 and the Board of Directors of the Issuer dated April 30, 2024, read with the resolution passed by the working committee of the Board of Directors dated August 23, 2024 and the Memorandum and Articles of Association of the Company. The present issue of Bonds in terms of this Information Memorandum is within the overall powers of the Board as per the above shareholder resolution(s). The Issuer has taken all reasonable care to ensure that such is the case, the information contained in the Information Memorandum is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

General Risks

Investment in debt and debt related securities involve a degree of risk and Investors should not invest any funds in the debt instruments including bonds, unless they can afford to take the risks attached to such investments and only after reading the information carefully. For taking an investment decision, the Investors must rely on their own examination of the Company and the Issue including the risks involved. The Bonds have not been recommended or approved by International Financial Services



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Centres Authority (“**IFSCA**”) or the Securities and Exchange Board of India (“**SEBI**”) nor does IFSCA or SEBI guarantee the accuracy or adequacy of this document. Specific attention of Investors is invited to the statement of Risk Factors at SECTION 3: of this memorandum of private placement for issue of Bonds on a private placement basis (“**Information Memorandum**” or “**Disclosure Document**”). This Information Memorandum has not been submitted, cleared or approved by IFSCA or SEBI.

Issuer’s Absolute Responsibility

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

Issue Schedule

Issue Opening on: September 17, 2024;
Issue Closing on: September 19, 2024; and
Deemed Date of Allotment: September 19, 2024

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

The Bonds are proposed to be listed by the Issuer on the GSM (as defined below) platform of the Stock Exchange (as defined below).



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SECTION 1: DEFINITIONS AND ABBREVIATIONS

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

Act	Shall mean the provisions of the Companies Act, 2013, along with the rules and regulations made thereunder and the notifications, circulars and orders issued in relation thereto, as amended, modified or supplemented from time to time.
Allot/Allotment/Allotted	Unless the context otherwise requires or implies, the allotment of the Bonds pursuant to this Issue.
Application Form	The form used by the recipient of this Disclosure Document and/or the Private Placement Offer cum Application Letter, to apply for subscription to the Bonds, which is annexed to the Private Placement Offer cum Application Letter.
Board/Board of Directors	The Board of Directors of the Issuer.
Bonds	Issuance of up to 500 (Five Hundred) secured, listed, United States Dollar denominated bonds of face value of USD 10,000 (United States Dollar Ten Thousand only) each, aggregating up to USD 5,000,000 (United States Dollar Five Million only) (" Bonds ") by the Issuer on a private placement basis (the " Issue ").
Business Day	Shall mean any day, other than a Saturday or a Sunday, on which banks are open for a general business in Luxembourg, New York, Mumbai and " Business Days " shall be construed accordingly.
Bond Holder(s) / Investors	Shall mean the holders of the Bonds from time to time and shall include their successors and assigns.
Client Protection Laws	Shall mean any law, rule or regulation of the jurisdiction of incorporation of the Issuer concerning consumer protection matters.
Deemed Date of Allotment	September 19, 2024.
Deed of Hypothecation	Shall mean the unattested deed of hypothecation to be executed by the Issuer in favour of the Trustee, within 30 (Thirty) calendar days from the Deemed Date of Allotment, for the creation of a first ranking exclusive and continuing charge by way of hypothecation over the Secured Property in favour of the Trustee for the benefit of the Bond Holder(s), both present and future.
Depository	Shall mean the depository(ies) with whom the Issuer has made arrangements for dematerialising the Bonds, being India International Depository IFSC Limited (" IIDL ")
Director(s)	Board of Director(s) of the Issuer.
Disclosure Document / Information Memorandum	This document which sets out the information regarding the Bonds being issued on a private placement basis.
Due Date	Shall mean any date on which the Bond Holder(s) are entitled to any Payments in relation to the Bonds, whether for Interest or for redemption on the Maturity Date (or earlier upon the occurrence of any Event of Default, prior to the scheduled Maturity Date or acceleration or otherwise).
EFT	Electronic Fund Transfer.
Financial Year/ FY	Twelve months period commencing from April 1 of a particular calendar year and ending on March 31 of the subsequent calendar year.



Final Settlement Date	Shall mean the date when all outstanding Secured Obligations have been paid and settled by the Issuer and a confirmation to this effect has been provided by the Trustee (acting upon the written instructions of the Majority Bond Holder(s)) to the Issuer.
GAAP	Generally Accepted Accounting Principles prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Issuer.
GSM	Global Securities Market
Governmental Authority	Shall mean 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, the Reserve Bank of India, the International Financial Services Centres Authority, the Securities and Exchange Board of India, 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.
IBC	Shall mean the Insolvency and Bankruptcy Code, 2016, and the rules and regulations made thereunder which are in effect from time to time and shall include any other statutory amendment or re-enactment thereof;
IFSC	International Financial Services Centres
IFSCA	International Financial Services Centres Authority constituted under the International Financial Services Centres Authority Act, 2019 (as amended from time to time).
IFSC Debt Listing Regulations	International Financial Services Centres Authority (Listing) Regulations, 2024 issued by IFSCA read with the circular, notifications issued thereunder, as amended from time to time.
Majority Bond Holders	Shall mean the Bond Holder(s) holding an aggregate amount representing 100% (One Hundred Percent) of the value of the nominal amount of the Bonds outstanding for the time being.
Material Adverse Effect	Shall mean, in the reasonable opinion of the Bond Holder(s), a material adverse effect on: (i) the business, results of operations, property, assets, condition (financial or otherwise), or prospects of the Issuer; or (ii) the ability of the Issuer to duly or punctually pay or perform its obligations under the Subscription Agreement and/or any other related document (including any Transaction Documents); or (iii) the validity or enforceability of, or the effectiveness of the Subscription Agreement and/or any of the Transaction Documents and/or any other related document or the rights or remedies of the Trustee and/or the Bond Holder(s) under such documents.
N.A.	Not Applicable.
NBFC	Non-Banking Financial Company
NBFC-MFI	Non-Banking Financial Company-Microfinance Institution.
NBFC MFI Directions	Shall mean the guidelines issued by the RBI to NBFCs, under the terms of the Master Directions dated October 19, 2023 bearing



	reference no. DoR.FIN.REC.No.45/03.10.119/2023-24 on Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as updated from time to time.
Other Taxes	Shall have the meaning assigned to such term in Section 8.23 of this Information Memorandum.
Outstanding Principal Amount	Shall mean, at any date, the USD principal amount outstanding in relation to the Bonds.
PAN	Permanent Account Number.
Payments	Shall mean all payments to be made by the Issuer in relation to the Issue including payment of Interest, Redemption Amount, Default Interest (if any), remuneration of the Trustee, enforcement expenses and all fees, costs, charges, expenses and other monies payable in respect of the Bonds.
Payment Default	Shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default under Clause 5.1 of the Subscription Agreement.
Potential Default	Shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.
Private Placement Offer cum Application Letter	Shall mean the private placement offer cum application letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
RBI	Reserve Bank of India.
Record Date	Shall mean the date which will be used for determining the Bond Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 5 (Five) calendar days prior to any Due Date.
Redemption Amount	shall mean with reference to the Bonds, the principal amount of USD 5,000,000 (United States Dollars Five Million only) plus the accrued Interest, payable on the Due Date(s) and any other Payments due and payable by the Issuer in relation to the Bonds.
ROC	Registrar of Companies.
Rs. / INR	Indian Rupee.
RTGS	Real Time Gross Settlement.
SEBI	Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
Secured Obligations	Shall mean: (a) all of the Issuer's obligations, Financial Indebtedness and liabilities under or in connection with any Transaction Document and any other document pertaining to the Bonds including the repayment of the principal amount of and payment of Interest of the Bonds by the Issuer to the Bond Holder(s) and all Payments, costs, charges, enforcement expenses, whether direct or indirect, contingent or absolute, matured or unmatured, and expenses payable by the Issuer in respect of the Bonds; and (b) all monies due and payable by the Issuer to the Trustee in terms of and pursuant to the Security Documents, including the fees payable by the Issuer to the Trustee.



Subscription Agreement	Shall mean the subscription agreement executed / to be executed by and between the Issuer and the Bond Holder(s) <i>inter alia</i> setting out the terms and conditions in respect of the Bonds.
Stock Exchange	India International Exchange (IFSC) Limited
Tax or Taxes	shall have the meaning assigned to such term in Section 8.23 of this Information Memorandum.
TDS	Tax Deducted at Source.
The Companies Act	The Companies Act, 2013 or where applicable, the provisions of the Companies Act, 1956, still in force.
Terms & Conditions	Shall mean the terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Transaction Documents	Shall mean the documents executed or to be executed in relation to the issuance of the Bonds as more particularly set out in Section 7.1.
Trustee	Catalyst Trusteeship Limited, a company incorporated under the provisions of the Companies Act, 1956 (1 of 1956) and having its registered office at GDA House, First Floor, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune, Maharashtra - 411038, India and shall include any successors or assigns thereof.
Trustee Agreement	Shall mean the trustee agreement to be executed by the Issuer and the Trustee on or about the date hereof <i>inter alia</i> recording the terms and conditions of appointment of the Trustee for the purposes thereto.
Trust Deed	Shall mean the trust deed to be executed by and between the Issuer and the Trustee setting out <i>inter alia</i> the terms of settlement of trust and other relevant terms in relation to the Bonds, in the form prescribed under the Act.
USD / US Dollar	Shall mean the lawful currency of the United States of America.
Wilful Defaulter	Shall mean an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.



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 Bonds to be listed on the GSM platform of the Stock Exchange 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 Bonds to the public in general.

As per the applicable provisions, it is not necessary for a copy of this Information Memorandum / Disclosure Document to be filed or submitted to the IFSCA for its review and/or approval. This Information Memorandum has been prepared in conformity with the IFSC Debt Listing Regulations as amended from time to time. This Information Memorandum has been prepared solely to provide general information about the Issuer to the eligible investors to whom it is addressed and who are willing and eligible to subscribe to the Bonds. 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 Bonds 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 Bonds. Each potential Investor contemplating subscription to any Bonds 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 Bonds and should possess the appropriate resources to analyse such investment and the suitability of such investment to such potential Investor's particular circumstances.

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

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



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

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

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

Neither the delivery of this Information Memorandum and/or the Private Placement Offer cum Application Letter nor any sale of Bonds made hereafter shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer since the date hereof.

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

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Information Memorandum has been filed with the Stock Exchange in terms of the IFSC Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the Stock Exchange should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared, or approved by the Stock Exchange; nor does the Stock Exchange in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the Stock Exchange warrant that the Issuer's Bonds will be listed or will continue to be listed on the Stock Exchange; nor does the Stock Exchange 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 IFSCA

As per the provisions of the IFSC Debt Listing Regulations, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to the IFSCA 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 IFSCA and that this Issue is not recommended or approved by IFSCA. IFSCA does not take any responsibility either for the financial soundness of any proposal for which the Bonds issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum.

2.4 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the IFSC Debt Listing Regulations, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to 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 Bonds issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum.

2.5 DISCLAIMER IN RESPECT OF JURISDICTION

This Issue is made in India to Investors as specified under the Section titled "Eligible Investors" of this Information Memorandum, who shall be/have been identified upfront by the Issuer. This Information Memorandum and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to Bonds offered hereby to any person to whom it is not specifically addressed. This Information Memorandum and/or the Private Placement Offer cum Application Letter does not constitute an offer to sell or an invitation to subscribe to the Bonds herein, in any other jurisdiction to any person to whom it is unlawful to make an offer or invitation in such jurisdiction.

2.6 ISSUE OF BONDS IN DEMATERIALISED FORM

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



SECTION 3: RISK FACTORS

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

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

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Bonds 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 Bonds. 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 Bonds may not be made or may be substantially reduced or delayed.

3.2 THE SECONDARY MARKET FOR BONDS MAY BE ILLIQUID.

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

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

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 Bonds.

3.4 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.

3.5 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.

3.6 SECURITY MAY BE INSUFFICIENT TO REDEEM THE BONDS

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



Security may be insufficient to redeem the Bonds.

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

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

Recent regulations have guided entire BFSI sector to be more risk aware and have recently released various guideline documents. The Issuer is proactively engaged and in process of implementation of all such guidelines.

3.8 LEGALITY OF PURCHASE

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

3.9 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.

In spite of above risk, microfinance industry in India has grown multiple levels and current statistics predict further growth in the sector. The political and economic risks are mitigated by various risk management principles like portfolio monitoring, business concentration indicators etc.

3.10 RISKS RELATED TO THE BUSINESS OF THE ISSUER

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

A majority of the Issuer's loans are unsecured and the clients of these unsecured loans are of the high risk category. There is uncertainty on the client's ability to fulfil its loan obligations as clients typically have low banking habits and are thin file customers so it can be difficult to verify all client details and assess the risk. Such non-performing or low credit quality loans can negatively impact our results of operations.

The Issuer has various procedures and process controls in place to mitigate the risk such as onboarding of only such clients who have bank accounts for the purpose of loan disbursements. In addition, there is a robust under writing and risk management framework which manages risks proactively and monitors the portfolio regularly.



As of March 31, 2024, the gross NPA (defined as loans that are more than 90 Days Past Due) was INR 106.82 Crores on a gross portfolio of INR 6009.93 Crores (including managed / securitized portfolio of INR 1249.26 Crores)

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

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

The members are poor and, as a result, might be vulnerable if economic conditions worsen or growth rates decelerate in India, or if there are natural disasters such as floods and droughts in areas where the Issuer's members live. Moreover, there is no precise method for predicting loan and credit losses, and the Issuer cannot assure that its monitoring and risk management procedures will effectively predict such losses or that loan loss reserves will be sufficient to cover actual losses. If the Issuer are unable to control or reduce the level of its NPAs or poor credit quality loans, its financial condition and results of its operations could be materially and adversely affected.

However, the Issuer has maintained adequate capital adequacy and has also implemented robust credit risk and portfolio monitoring policy. The Issuer has mechanism for identifying portfolio and credit risk and have adequate indicators in place which ensures the health of the portfolio.

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

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

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

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

To mitigate the above risk, the Issuer maintains an internal audit process to ensure the operations team follows the defined procedures and reports any deviations to the operations staff and



management team. The Issuer also has a MIS system able to generate data analysis that can be used to monitor financial and operational performance.

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

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

To mitigate above, Issuer has implemented a robust tracking mechanism overlooking political, regulatory and business concentration risk. There is adequate governance and checks across all layers in the organisation to ensure that there is no or minimal impact on portfolio due to these risk.

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

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

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

There are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are uninsurable. A successful assertion of such large claims against the Issuer that exceeds its available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations. Such risks are normally minimized through strong Risk Management practices of the Issuer.

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

NBFCs in India are subject to strict regulation and supervision by the RBI. Pursuant to guidelines issued by the RBI (including the NBFC-MFI Directions) the Issuer is required to maintain its status as a NBFC- MFI in order to be eligible for categorization as priority sector advance for bank loans. The Issuer requires certain approvals, licenses, registrations and permissions for operating its business, including registration with the RBI as a NBFC-MFI. Further, such approvals, licenses, registrations and permissions must be maintained/renewed over time, applicable requirements may change and the Issuer may not be aware of or comply with all requirements all of the time. Additionally, the Issuer may need additional approvals from regulators to introduce new insurance and other fee based products to its members. In particular, the Issuer is required to obtain a certificate of registration for carrying on business as a NBFC-MFI that is subject to numerous conditions. In addition, its branches are required to be registered under the relevant shops and establishments laws of the states in which they are located. The shops and establishments laws regulate various employment conditions, including working hours, holidays and leave and overtime compensation. If the Issuer fails to obtain or retain any of these approvals or licenses, or renewals thereof, in a timely manner, or at all, its business may be adversely affected. If the Issuer fails to comply, or a regulator claims that it has not complied, with any of these conditions, the Issuer's certificate of registration may be suspended or cancelled and



it shall not be able to carry on such activities. If the Issuer fails to comply with the NBFC-MFI Directions and fails to maintain the status of NBFC-MFI, it will not be eligible for priority sector loans from the Indian banking sector and may also attract penal provisions under the RBI Act, 1934 for non-compliance.

(h) ***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.



SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the Financial Year ended 31st March 2024 and the Financial Year ended 31st March, 2023 are set out in **Annexure IV** hereto. The audited financial statements of the Issuer for the Financial Year ended on March 31, 2024 is subject to adoption by the shareholders in the ensuing Annual General Meeting (AGM). All relevant information will be disclosed by the Issuer in accordance with applicable law from time to time.



SECTION 5: REGULATORY DISCLOSURES

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

5.1 Documents Submitted to the Stock Exchange

The following documents have been submitted to the Stock Exchange:

- A. Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Bonds;
- B. Copy of last 3 (Three) years audited Annual Reports;
- C. Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- D. Copy of the resolution passed by the shareholders of the Company at the general meetings held on July 3, 2023 and June 7, 2024 authorizing the issue/offer of debt securities by the Company;
- E. Copy of the resolution passed by the Board of Directors, read with resolution of working committee of Board, authorizing the issuance of the Bonds and the list of authorized signatories;
- F. Any other particulars or documents that the recognized stock exchange may call for as it deems fit.

5.2 Information about the Issuer:

Legal and Commercial Name of Issuer: Satya Microcapital Limited

Date of Incorporation of the Issuer: 18/05/1995

Domicile of the Issuer: New Delhi, India

Legal form of the Issuer: The Issuer is incorporated as a public limited company under the Companies Act, 1956.

Legislation under which the Issuer operates: The Issuer is incorporated in India and is legislated under the applicable laws and regulations as applicable in India including the Companies Act, 2013 and the rules made thereunder.

Country of Incorporation: India

CFO of Issuer: Ms. Vandita Kaul

Registration Number (RBI): 14.01513

Registered Office of Issuer: 519, 5th floor DLF Prime Towers, Okhla Industrial Area, Phase-1, South Delhi, Delhi, India, 110020

Corporate Identification Number: U74899DL1995PLC068688

Phone No.: 011-49724000

Fax No: +91-11-49724051



Website of Issuer: <http://www.satyamicrocapital.com>

Auditors of the Issuer: S.N. Dhawan & CO LLP

Trustee to the Issue: Catalyst Trusteeship Limited,
GDA House, First Floor, Plot No. 85, Bhusari Colony
(Right), Kothrud, Pune, Maharashtra - 411038, India

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

Established in October 2016, and headquartered in the capital city of New Delhi, SATYA initiated the course of its operational journey in January 2017. With the foremost and fundamental goal of empowering rural women, both digitally and financially, SATYA has come a long way since its incorporation. Since then, the company has registered an impressive growth by achieving an Assets Under Management (AUM) is Rs. 5,667.02 crores and Cumulative Loan Disbursement of worth more than Rs. 15,396.53 crores as of 30 June, 2024 thus emerging as one of the fastest growing Highly Technology driven Micro Finance Institutions in the country. The organization's firm belief in modern technology and its potential to increase efficiency, reduce risks, and enhance overall customer experience is apparent in its adoption of the most cutting-edge innovations to power its operations. SATYA has established its terrestrial footprints via an operational 596 branches in near about 54925 villages across 25 states as of 30 June 2024.

At present, SATYA is furnishing its affordable micro credit services to more than 17 lakhs women entrepreneurs from rural and semi-urban areas who are excluded from traditional banking channels because of their low, irregular, and unpredictable income. The helm of SATYA's accessible services is to be a catalyst for the socio-economic upliftment of its clients via channelizing income growth and income generation. SATYA is integrally concentrated towards building their financial capacity and ability to grow to financial self-sufficiency. The taskforce of more than 7000 employees are playing an intrinsic role in SATYA's ongoing growth trajectory. In addition to yielding financial aid to unbanked sections of the population, SATYA MicroCapital consistently associates with institutions of the same wavelength to disseminate the importance of digital and financial literacy in rural areas.

Details of subsidiaries of the Company with the details of branches / units of the Company with address is as follows:

As on 30 June, 2024, the company had presence in 596 branches in 330 Districts in 25 States with top 3 states i.e., UTTAR PRADESH (26.84%), BIHAR (21.45%), KARNATAKA (5.99%) accounting for 54.28% of the total portfolio outstanding.

States are Andhra Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu & Kashmir, Jharkhand, Karnataka, Kerala, Madhya Pradesh, Odisha, Pondicherry, Punjab, Rajasthan, Tamil Nadu, Telangana, Tripura, Uttar Pradesh, Uttarakhand, West Bengal.

As on the date of this Information Memorandum, the Company has 1 (one) subsidiary, the details of which are as follows:

SATYA Micro Housing Finance Pvt. Ltd. (SMHFPL) (formally known as Baid Housing Finance Private Limited) is a Housing Finance Company registered with the Reserve Bank of India (RBI) in exercise of the powers conferred under the National Housing Bank Act, 1987. The Company was incorporated in 2008 under the applicable provisions of the Companies Act, 1956 and having



its registered office situated at 519, 5th Floor, DLF Prime Tower, Okhla Industrial Area, Phase-1, New Delhi-110020 and corporate office at 7th Floor, Prius Heights, Noida, sector 125, Uttar Pradesh- 201303.

SMHFPL is primarily focused on addressing the housing finance needs of self employed, Low and Middle Income Families from semi urban and rural areas of India. SMHFPL strives to serve as a medium to fulfil the dream of owning a house, of the under-served segment of the society. SMHFPL largely offers housing finance products & services for the purchase and renovation / construction of homes, or commercial spaces. It also provides loans against property for business or personal needs aswell as working capital for business expansion, having primarily focused services of affordable housing. As on the date of this Information Memorandum, SMHFPL is a Subsidiary of SATYA MicroCapital Limited.

As on 30 June, 2024, SMHFPL has presence in 48 branches in operating in Delhi, Rajasthan, Uttarakhand, Uttar Pradesh & Bihar

5.4 Corporate Structure/Organization Structure:

The graphic description/organogram of the corporate structure of the Issuer is as follows:



5.5 Administrative, Management and Supervisory Bodies:

- (a) The names, business addresses and functions of the Promoters, promoter group, directors, key managerial personnel and other members of the administrative, management or supervisory bodies of the Issuer and an indication of the principal activities performed by them outside the Issuer where these are significant with respect to the Issuer:

Details of Promoters and their shareholding in Company as on latest quarter end, i.e. June 30, 2024:

S. No.	Name of Shareholders	Total No. of Equity shares	No. of shares held in	Total Shareholding as % of total no. of	No of shares Pledged	% of shares pledged with
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(This Information Memorandum is neither a prospectus nor a statement in lieu of a prospectus)

			Demat form	equity shares		respect to shares owned
1	Mr. Vivek Tiwari*	16,800,200	16,800,200	24.97%	1,493,000	8.89%
2	Mr. Ratnesh Tiwari	99,872	99,872	0.15%	-	-
3	Ms. Vandna Tiwari	172,621	172,621	0.26%	-	-
4	Ms. Sadhna Tiwari	25,000	25,000	0.04%	-	-
5	Koshish Marketing Solutions Private Limited	2,496,124	2,496,124	3.71%	-	-
6	Gojo & Company, Inc.	43,920,016	43,920,016	65.29%	-	-

*Number of shares includes fully and partly paid equity shares.

Details of Promoter Group of the Issuer:

S. No.	Name of Shareholders	Total No. of Equity shares	No. of shares held in Demat form	Total Shareholding as % of total no. of equity shares	No of shares Pledged	% of shares pledged with respect to shares owned
1	Mr. Vivek Tiwari*	19,300,200	19,300,200	28%	1,493,000	8.89%
2	Mr. Ratnesh Tiwari	99,872	99,872	0.15%	-	-
3	Ms. Vandna Tiwari	172,621	172,621	0.26%	-	-
4	Ms. Sadhna Tiwari	25,000	25,000	0.04%	-	-
5	Koshish Marketing Solutions Private Limited	2,531,379	2,531,379	3.76%	-	-
6	Gojo & Company, Inc.	43,920,016	43,920,016	65.29%	-	-

*Number of shares includes fully and partly paid equity shares.

Details of Directors of the Issuer:



Name, Designation and Occupation and DIN	DOB	Address	Date of Appointment	Details of other directorships	Whether wilful defaulter or not? (Y/N)
Surekha Marandi-Independent Director Occupation: Retired Central Banker DIN: 06952573	27.07.1959	Flat No. 301, Wing A, Neelsidhi Garden CHS, Takka, Plot No. 417/418, Panvel, Raigarh, Maharashtra-410206	28.02.2020	1.SBFC Finance Limited	N
Mohan Chandanathi l Pappachan-Independent Director Occupation: Service DIN: 02661757	27.05.1956	H. No. 1-D/13, West Vellanikara Nettiserry Thanikudam Road Near Govt. Ayurveda Hospital Madakathara PO Mannuthy-680651	13.12.2022	1. Satya Micro Housing Finance Private Limited 2. Vian Growth Capital Private Limited	N
Naveen Surya-Independent Director Occupation: Service DIN: 00094514	15.01.1972	A-233, Kalptaru Horizon, S K Ahire Marg, Opp Doordarshan, Worli Mumbai 400018	29.08.2019	1. Ditya Finance Private Limited 2. Epilepsy Foundation	N
Vivek Tiwari-Managing Director, CEO & CIO Occupation: Business DIN: 02174160	01.04.1978	Flat No A-406 Gaur Grandeur, Sector-119 Parthala Khanjarpur Gautam Buddha Nagar Noida-201304	18.02.2016	1. Satya Micro Housing Finance Private Limited 2. V&S Advisors (OPC) Private Limited 3. Koshish Sustainable Solutions Private Limited 4. Satya Shakti Foundation	N



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

Deepali Pant Rajeev Joshi - Independent Director Occupation: Retired Central Banker	12.12.1957	54/14, Sardar Patel Marg, Civil Lines, Allahabad, Uttar Pradesh 211001	24.09.2021	1. Coromandel International Limited 2. Kan and More Private Limited 3. Pahal Financial Services Private Limited 4. Ambadi Enterprises Limited 5. TVS Motor Company Limited 6. Aurobindo Pharma Limited	N
Sanjay Gandhi - Nominee Director Occupation: Business DIN: 07139051	06.02.1966	2/7, Hamelia Street, Vatika City, Sohna road, Sector 49, South City II Gurgaon 122018, Haryana	01.08.2018	1. Ananya Finance for Inclusive Growth Private Limited 2. Frame Technology Marketing Services Private Limited	N
Ratnesh Tiwari - Director Occupation: Business DIN: 07131331	07.04.1987	Flat No. T-9/1134, Purvanchal Royal City, Plot No-GH-05 Sector CHI V, Greater Noida Knowledge Park-I, Gautam Budha Nagar, U.P-201310	28.10.2016	1. Satya Micro Housing Finance Private Limited 2. Credentia Finclusion Private Limited 3. Koshish Sustainable Solutions Private Limited 4. LD Educare Private Limited 5. Koshish Marketing Solutions Private Limited 6. Satya Shakti Foundation 7. Medical Services Private Limited	N

Details of Key Managerial Personnel (KMP) and other members of the administrative, management or supervisory bodies of the Issuer:

Management Details		
Name	Designation	Description



Vandita Kaul	Chief Financial Officer	Ms. Vandita Kaul has two decades of experience across a diverse set of industries like Automotive, Vehicle Finance, Consumer Finance, SME financing and Banking. She was in her last role associated with Cars24 group as Group Treasurer and Head of Strategic Alliances for their NBFC arm. Prior to this she has worked for Industry leading companies like HomeCredit Group, Intec Capital Limited, HDFC Bank, ICICI Bank and Jassal Ranganathan & Associates. She is a qualified Chartered Accountant by qualification.
Gaurangini Jain	Deputy CEO	A result-driven professional with over 19+ years' experience in banking products across Agricultural/ Retail Asset segment. She has rich knowledge in Banking industry pertaining to market scanning, Product offering, credit analysis, negotiation and relationship management. She has steered relationship and coordination with Ministry of Finance for PMJDY and UIDAI for Aadhar Projects. She has also gained Mortgage exposure with corporate client base- Hero Honda, Maruti Industries Ltd., Sono Koyo, Sunbeam, Rico Auto Industries Ltd., British Airways and various other corporates of Gurgaon. She also spearheaded project for customized financial solutions people residing in rural areas for building up value chain; led project for Melinda and Gates Foundation which involved in providing access of financial services to the people residing in rural areas.
Amit Pal Singh	Chief Risk Officer	Amit Pal Singh is a Senior risk leader with 20 + years of experience and carries a Master's in Information Technology from Tata Infotech Ltd along with Post Graduation from CMC Ltd. He is also an Internal Quality Auditor, ISO 27001 Lead Auditor, CBCP, Six Sigma, and a PMP resource. He has vast experience in implementing Enterprise risk framework for diversified financial industries like Banking, NBFCs, Investment Management, and Fintech companies. He has spearheaded the implementation of risk programs for Deutsche Bank, Fidelity, IBM, Serco, Home Credit and Spice Money and has even represented organization in the Regulators driven simulations and Industry discussions. He is a known leader and has good stakeholder management skills which makes driving risk agenda effectively in the organization.
Vasudha Goel	Head- Internal Audit	Vasudha has done graduation from the prestigious Lady Shriram College, Delhi University & MBA from the reputed Amity Business School, Noida. She comes with a rich experience of 20 years with a Banking and NBFC background. She has spent 19+ years with India's largest Private Sector Bank and one of the Best Brands, HDFC Bank wherein she had been instrumental in managing Teams, setting up Processes & innovating Sales & Resource level Productivity. She comes with a rich experience of Sales, Operations & Compliance.



		In addition to her vast Banking experience, she had been instrumental in setting up processes and procedures in a mid-size NBFC.
Ajay Kumar	Head- Human Capital	Ajay holds a post graduate degree in personnel management (PGDPM) from Sambalpur University, Odisha and a Diplomain Labour Law from NILEM, Chennai. He has a rich experience of over 17+ years in the areas of recruitment & Training, Rewards & Recognitions, Manpower Planning and Management, Performance Management, Employee Engagement and Statutory Compliances. Before joining SATYA, he has worked with SCNL in the capacity of Senior Manager- Human Resources. Prior to that he has worked with Teracom Ltd. and Global Impex.
Tahir Zafar	Head- Accounts	Mr. Tahir carries 15+ years of rich exposure in financial sector with expertise in Accounting, Budgeting & Forecasting, Financial Planning & Analysis, Statutory & RBI Compliances and Taxation. He has worked with different organization, majorly with financial sector and has grown from manager accounts to Sr. Vice President in his career. As his professional qualification, he has gained the title of CA in 2006.
Ashutosh Kumar Srivastava	Head – Information Technology & Chief Technology Officer	Ashutosh holds a degree of master's in computer application from AAIDU, Allahabad. He has a versatile experience spanning 12+ years in Information Technology and Project Management. Before joining SATYA, he has worked with SCNL as a Deputy Manager-MIS where he spearheaded the project implementation team and handled various solutions such as Microfinance, Bank and Insurance. He has expertise in planning & controlling the operational requirements. Ashutosh has earlier served at Information Communication & Technology (ICT) in Cashpor Micro Credit.
Neha Maheshwari	Head- Credit	A post graduate from Indian institute of Finance, Neha has over 13+ years of experience in Risk & Credit Management, Audit & Compliance, Monitoring & Control, Transaction Structuring, Corporate Lending and so on. She started her innings as a banker with ICICI Bank in 2006 and since then had been associated with Barclays Shared Services (India), DMI Finance and L&T Finance before joining Satya. She has previously worked in various industry segments ranging from MSME, NBFC-MFI, Corporate, Retail, Consumer Loans and Real Estate Project Financing, Multi-National Corporates and so on. During her tenure with L&T, she had also spearheaded projects linked to enabling CBS for RRB's and on-boarding of digital partners and Credit policy formulation along with control framework for



		digital business model.
Amit Jain	Head Legal,	An alum of University of Delhi, a Law Graduate (LL.B.) from Law Centre-I (DU) and a Fellow Member of the Institute of Company Secretaries of India (ICSI). With over 24 years of professional experience in Investor Relations, Corporate Governance, Risk Management, Regulatory Compliances; he has successfully spearheaded complex M&A, JVs, Capital Raising and other complex transactions. He has also undergone "IPR Training Course for Advanced IP Practitioners" at Tokyo, Japan and served various eminent groups and listed organisations, such as The Times of India, HONDA, BHW BIRLA, Jindals, K K Birla Group.
Choudhary Runveer Krishanan	Company Secretary & Chief Compliance Officer	Choudhary Runveer Krishanan holds more than 17 years of corporate experience in Compliance, Legal, Secretarial, Audit and Finance with a profound understanding of various Regulatory, Control & Legal framework under various laws specially in SEBI laws, RBI & FEMA laws, Corporate Laws, Listing norms (for NSE/BSE) and NHB compliances. He is qualified Company Secretary, Law graduate, B. Com Honours in Accounts and a CMA Finalist. He is also registered by Securities and Exchange Board of India (SEBI) as 'Financial Education Resource Person'. Mr. Krishanan is certified Anti- Money Laundering Manager (CALM) from National Institute of Securities Market (NISM). A dynamic compliance professional with excellence on regulatory compliances, risk management compliance, policies & procedures formulation and execution. He holds sound knowledge on "good Governance practices and Compliance of Regulations and Guidelines under various statutes". He was earlier associated with Udaan, Satin, Tinna group, Oriental group and Phoenix group of companies.

We understand that there will not be any conflict of interests between any duties to the Issuer by the persons referred to in Section 5.5(a) above.

- 5.6 Major Controlling Shareholders (To the extent known to the Issuer, a statement whether the Issuer is directly or indirectly owned or controlled and by whom and a description of the nature of such control and the measures in place to ensure that such control is not abused. (2) A description of any arrangements, known to the Issuer, the operation of which may at a subsequent date result in a change in control of the Issuer.)**

Sr No	Name of the Shareholder / Particulars	Total Number of equity shares	Number of shares held in Demat Form	Total Shareholding as a % of total no. of equity shares.
1	Gojo & Company, Inc.	43,920,016	43,920,016	65.29%



	Total	43,920,016	43,920,016	65.29%
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5.7 Financial Information concerning the Issuer's assets and liabilities, financial position and profits and losses:

- (a) **Historic Financial Information:** Audited historical financial information covering the latest 2 (Two) financial years (or such shorter period that the issuer has been in operation) and the audit report in respect of each year. If the Issuer has changed its accounting reference date during the period for which historical financial information is required, the audited historical information shall cover at least six months, or the entire period for which the Issuer has been in operation, whichever is the shorter. Such financial information must be prepared in accordance with the International Financial Reporting Standards (IFRS) or United States Generally Accepted Accounting Principles (US GAAP) or Ind AS or accounting standards as applicable in its jurisdiction of incorporation. The financial information required under this heading must include at least the following: (i) the balance sheet; (ii) the income statement; and (iii) the accounting policies and explanatory notes.

Please refer to **Annexure IV** (*Audited Financial Statements*) of this Information Memorandum.

- (b) **Significant change in the Issuer's financial or trading position:** A description of any significant change in the financial or trading position of the Issuer and/or group which has occurred since the end of the last financial period for which either audited financial information or interim financial information has been published, or an appropriate negative statement.

We hereby confirm that there has not been any significant change in the financial or trading position of the Issuer and/or group which has occurred since the end of the last financial period for which the audited financial information has been published

- (c) **An indication of any recent events particular to the Issuer and which are to a material extent relevant to the evaluation of the Issuer's solvency.**

We hereby confirm that there have not been any recent events to a material extent particular to the Issuer which has or may have an indication to the evaluation of the Issuer's solvency.

5.8 Statutory auditors:

- (a) **The names and addresses of the Issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body):**

Name of the Auditor	Address	Auditor since
S.N. Dhawan & CO LLP	51-52, Sector-18, Udyog Vihar, Phase-IV, Gurugram, Haryana-122016	24-09-2021

- (b) **If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, relevant details:**



Name of the Auditor	Address	Date of Appointment	Date of cessation, if applicable	Date of resignation, if applicable
N.A.	N.A.	N.A.	N.A.	N.A.

- 5.9 Material Change:** The Issuer shall provide a confirmation statement that there has been no material adverse change in the listing particular of the Issuer and/or group or guarantor (as applicable) since the date of the last published audited financial statements. In the event that there is any material adverse change, Issuer shall include the details of this material adverse change in the disclosure:

The Issuer hereby confirms that there has been no material adverse change in the listing particular / Disclosure Document of the Issuer and/or group (as applicable) since the date of the last published audited financial statements.

- 5.10 Material Contracts:** A brief summary of all material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in any group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to holders of debt securities:

NIL

- 5.11 Material Outstanding Litigations and Defaults:** Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) of which the Issuer is aware, during a period covering at least the previous 12 (twelve) months, which may have, or have had in the recent past, significant effects on the Issuer's ability to meet its obligations to holders of debt securities or an appropriate negative statement.

There are no governmental, legal or arbitration proceedings against the Issuer (including any such proceedings which are pending or threatened against the Issuer) of which the Issuer is aware, which will have any significant effects on the Issuer's ability to meet its obligations to holders of Bonds.

- 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 Trustees and Consents thereof**

The Trustee of the proposed Bonds is Catalyst Trusteeship Limited. Catalyst Trusteeship Limited has given its written consent for its appointment as 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 Bond Holders. The consent letter from the Trustee is provided in **Annexure III** of this Information Memorandum.

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

Not Applicable.

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

The Bonds are proposed to be listed only on the GSM platform of the Stock Exchange, within 15 (Fifteen) calendar days from the Deemed Date of Allotment. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

- 5.16 Application process:**

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

- 5.17 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 April 30, 2024 read with resolution of working committee of Board dated August 23, 2024, authorizing the issue of Bonds offered under terms of this Disclosure Document.
3	Shareholder Resolution passed at the general meeting held on July 3, 2023 and June 7, 2024 authorizing the issue of debt securities by the Company.
5	Copies of Annual Reports of the Company for the last three financial years.
6	Letter from Catalyst Trusteeship Limited dated August 28, 2024 giving its consent to act as the Trustee.
7	Certified true copy of the certificate of incorporation of the Company.
8	Copy of application made to the Stock Exchange for grant of in principle approval / no conflict confirmation / no comments letter for listing of the Bonds.

- 5.18 Details of Debt Securities Sought to be Issued**

Under the purview of the present Information Memorandum, the Issuer intends to raise an amount of up to USD 5,000,000 (United States Dollar Five Million only) by issue of Bonds, on a private placement basis. For further details of the Bonds, please refer to the terms and conditions set out in Section 5.21 of this Information Memorandum.



5.19 Issue Size

The aggregate issue size for the Bonds is up to USD 5,000,000 (United States Dollar Five Million only).

5.20 Utilization of the Issue Proceeds

The Issuer undertakes that the proceeds of this Issue shall be used solely towards expanding the microfinance loan portfolio of the Issuer and to continue operations and address the impact of COVID-19 pandemic on the Issuer's operations and portfolio and to enable the Issuer to provide access to liquidity for its micro, small and medium enterprise (MSME) clients. The Issuer undertakes that it shall not utilize any amount received pursuant to the subscription of the Bonds towards any general corporate purposes, working capital purposes and repayment of capital or non-capital expenditure or any repayment of rupee loan availed domestically.

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

5.21 Issue Details

Security Name	USD 4.15% SML 2027
Issuer	Satya Microcapital Limited
Nature and Type of Instrument	secured, listed, united states dollar denominated bonds
Mode of Issue	Private placement
Eligible/Identified Investors	As provided in Section 8.14 below
Listing	The Issuer shall list the Bonds on the Stock Exchange within 15 (Fifteen) calendar days from the Deemed Date of Allotment. For the avoidance of doubt, it is hereby clarified that that save and except as set out above, the Bonds shall not be listed on any stock exchange(s) in India.
Issue Size	USD 5,000,000 (United States Dollar Five Million only).
Option to retain oversubscription	N.A.
Details of the utilization of the Proceeds	The Issuer shall ensure that all amounts received by it pursuant to the subscription of the Bonds by the Bond Holder(s) are applied solely towards expanding the microfinance loan portfolio of the Issuer and to enable the Issuer and to continue operations and address the impact of COVID-19 pandemic on the Issuer's operations and portfolio and to enable the Issuer to provide access to liquidity for its micro, small and medium enterprise (MSME) clients. The Issuer hereby undertakes that it shall not utilize any amount received pursuant to the subscription of the Bonds towards any general corporate purposes, working capital purposes and repayment of capital or non-capital expenditure or any repayment of rupee loan availed domestically.



Interest Rate	415 (Four Hundred and Fifteen) basis points plus Term SOFR (as defined below) to be determined on the Quotation Day. For the purpose of this paragraph, the following term shall have the following meanings as assigned to them: (a) “SOFR” means a rate per annum equal to the secured overnight financing rate for such SOFR Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time). (b) “Term SOFR” means, for the applicable corresponding tenor of 6 (Six) months, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body, currently the rate administered by CME Group Benchmark Administration Limited and published on their website https://www.cmegroup.com/. If Term SOFR is replaced or ceases to be available, or if the Bond Holder(s) (acting reasonably) decides Term SOFR is no longer an appropriate rate for the calculation of interest under the Subscription Agreement, the Bond Holder(s) may specify another source displaying the Substitute Rate after notifying the Issuer (including any mathematical or other adjustments to the benchmark (if any) incorporated therein). If such Substitute Rate is specified, value transfer between Term SOFR and Substitute Rate shall be minimized or eliminated to the extent possible by spread adjustment, at the Bond Holders’ discretion, acting reasonably and giving due consideration, inter alia, to any evolving or then existing convention for similar credit facilities for any alternative benchmarks and to any evolving or then existing convention in the derivative markets with respect to any swap, hedge or other derivative agreement entered into in connection with the Subscription Agreement. If the applicable rate is less than zero, it shall be deemed to be zero. (c) “Substitute Rate” means, for the applicable period, a published index rate for variable loans determined in a commercially reasonable manner by the Bond Holder(s), which rate (i) shall be a market equivalent replacement or other comparable interest rate index to Term SOFR and (ii) is the applicable interest rate index being offered to borrowers on similar loans offered by the Bond Holder(s). (d) “SOFR Business Day” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or a successor) recommends that the fixed income departments of its members be closed for the entire day for the purpose of trading in U.S. government securities.
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	(e) “Relevant Governmental Body” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto. (f) “Quotation Day” means the day occurring 2 (Two) SOFR Business Days before the first day of the interest period for which the Term SOFR is being determined.
Interest Payment Date(s)	the payment dates for the payment of Interest on the Bonds by the Issuer, which shall be payable on a semi-annual basis and shall be more particularly specified in Annexure II (<i>Cashflows</i>) of this Information Memorandum, unless such day is not a Business Day, in which case the Interest Payment Date will be the next succeeding Business Day, provided that (i) if such succeeding Business Day would fall in the next succeeding month, the Interest Payment Date will be the immediately preceding Business Day, and (ii) if such succeeding Business Day would fall after the Maturity Date, then the Interest Payment Date will be the Maturity Date.
Step Up Coupon Rate / Step Down Coupon Rate	N.A.
Default Interest Rate	If, at any time, there shall be a Payment Default or Event of Default, the Issuer agrees to pay an additional interest rate of 2% (Two Percent) percent) per annum above the Interest Rate (“Default Interest”) on the Outstanding Principal Amount from the date of such Payment Default or Event of Default until such default is cured. It is clarified that any Default Interest which accrues and becomes payable in terms hereof shall be payable over and above the Interest payable at the applicable Interest Rate.
Tenor	36 (Thirty Six) months from the Deemed Date of Allotment.
Maturity Date	the date falling on the expiry of 36 (Thirty Six) months from the Deemed Date of Allotment unless such day is not a Business Day, in which case, the Maturity Date will be the next succeeding Business Day or, such other date on which the final payment of the principal amount of the Bonds becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise (including upon the occurrence of an Event of Default).
Redemption Amount	with reference to the Bonds, the principal amount of USD 5,000,000/- (United States Dollars Five Million only) plus the accrued Interest, payable on the Due Date(s) and any other Payments due and payable by the Issuer in relation to the Bonds.
Redemption Premium/ Discount	N.A.
Issue Price	USD 10,000/- (United States Dollar Ten Thousand only) per Bond collectively aggregating up to USD 5,000,000/- (United States Dollar Five Million only).
Face Value	USD 10,000/- (United States Dollar Ten Thousand only) per Bond
Minimum Application size and	10 Bonds and in multiples of 1 Bond thereafter



in multiples of 1 thereafter	
Issue Timing	Issue Opening Date: September 17, 2024 Issue Closing Date: September 19, 2024 Pay-in Dates: September 17, 2024 – September 19, 2024 Deemed Date of Allotment: September 19, 2024
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS
Record Date	The date which will be used for determining the Bond Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 5 (Five) calendar days prior to any Due Date.
Security	The Issue shall be secured by a charge created by the Issuer in favour of the Trustee (for the benefit of the Bond Holder(s)) being an exclusive first ranking and continuing charge by way of hypothecation over specific assets / loan receivables / book debts, present and future ("Secured Property") under the terms of an unattested deed of hypothecation to be executed by the Issuer in favour of the Trustee ("Deed of Hypothecation") within 30 (Thirty) calendar days from the Deemed Date of Allotment. The Issuer undertakes: (a) to maintain the value of the Security Cover (as per the Deed of Hypothecation) at all times till the obligations under the Issue are discharged; (b) to create the security over the Secured Property by executing a duly stamped Deed of Hypothecation within 30 (Thirty) calendar days from the Deemed Date of Allotment; (c) to register and perfect the security created over the Secured Property by filing Form CHG-9 with the jurisdictional Registrar of Companies in relation thereto within 30 (Thirty) calendar days from the Deemed Date of Allotment; (d) that in the event of any fall in the Security Cover, additional Secured Property shall be taken in the manner as provided for in the Deed of Hypothecation; and (e) to provide a list, on a monthly basis, of specific assets / loan receivables / identified book debt to the Trustee and to the Bond Holder(s) over which charge is created and subsisting by way of hypothecation in favour of the Trustee (for the benefit of the Bond Holder(s)) and sufficient to maintain the Security Cover ("Monthly Secured Property Report");
Transaction Documents	As mentioned in Section 7.1 below.
Representation and warranties	As mentioned in Section 7.2 below.
Covenants	As set out more particularly in the Subscription Agreement
Events of Default	As set out more particularly in the Subscription Agreement.



Note:

1. The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.
2. The penal interest rates mentioned above as payable by the Issuer are independent of each other.



SECTION 6: DISCLOSURES PERTAINING TO WILFUL DEFAULT

The Company hereby also makes the following disclosures:

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



SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 Transaction Documents

The following documents shall be executed in relation to the Issue ("**Transaction Documents**"):

- A. Trustee Agreement *inter alia* recording the terms and conditions of the appointment of the Trustee and for purposes related thereto ("**Trustee Agreement**");
- B. Subscription Agreement setting out *inter alia* the terms upon which the Bonds are being issued and the representations, warranties and the covenants provided by the Issuer ("**Subscription Agreement**");
- C. Trust Deed, setting out *inter alia* the terms of settlement of trust and other relevant terms in relation to the Bonds, in the form prescribed under the Act ("**Trust Deed**");
- D. Deed of Hypothecation whereby the Issuer will create a first ranking exclusive charge by way of hypothecation over the Secured Property in favour of the Trustee to secure its obligations in respect of the Bonds ("**Deed of Hypothecation**");
- E. the Private Placement Offer cum Application Letter and this Information Memorandum; and
- F. Such other documents as agreed between the Issuer and the Trustee.

7.2 Representations and Warranties of the Issuer

The Issuer hereby makes the following representations and warranties to the Bond Holder(s) and the same shall also be set out in the Transaction Documents.

7.2.1 Status

- (a) The Issuer is duly incorporated and validly existing under the laws of India and is a non-banking financial company-microfinance institution (NBFC-MFI) duly registered with the Reserve Bank of India ("**RBI**").
- (b) The Issuer has the power to own its assets and carry on its business substantially as it is being conducted.
- (c) The Issuer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority, and holds all governmental licenses, permits, registrations and other approvals required under applicable law, to carry on its business.

7.2.2 Power and Authority

- (a) The Issuer has the capacity to issue the Bonds, the power to enter into the Transaction Documents, to create and perfect the Security in relation to the Bonds and to perform and deliver the obligations expressed to be assumed by it herein, and the Issuer has taken all necessary action to approve and authorise the same and the transactions contemplated by the Transaction Documents;
- (b) the Issuer is in compliance with Applicable Law for the performance of its obligations with respect to this Issue and has all consents, and actions of, filings with and notices to



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any Governmental Authority as may be required to be obtained by the Issuer in connection with the Issue has been obtained and is in full force and effect; and

- (c) all action on the part of the Issuer necessary for the authorization, execution and delivery of the Transaction Documents, and the performance of all obligations of the Issuer hereunder has been taken or will be taken prior to the Deemed Date of Allotment.

7.2.3 Non-conflict with other obligations

The Issue (or any of the obligations undertaken by the Issuer in relation thereto), the entry into, execution, delivery and performance by the Issuer of the Transaction Documents and of, and the transactions contemplated by, the Transaction Documents will not result in any violation or do not and will not be in conflict with:

- (a) any law or regulation or judicial or official order applicable to it;
- (b) the constitutional documents of the Issuer;
- (c) any laws and regulations with regard to anti-money laundering, the combat against terrorist financing and any financial sanctions; or
- (d) any agreement or instrument binding upon it or any of its assets including but not limited to any terms and conditions of the Financial Indebtedness availed of by the Issuer or constitute a default or termination event (however described) under any such agreement or instrument.

7.2.4 Binding Obligations

The Transaction Documents to which it is a party, when executed and delivered by the Issuer, will constitute, the legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms.

7.2.5 Validity and admissibility in evidence

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

- (a) to enable it to 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) necessary for the conduct of the business, trade and ordinary activities of the Issuer

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

7.2.6 No Default

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



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7.2.7 No Misleading Information

All information provided by the Issuer is true and accurate in all material respects as on the date it was provided or as on the date at which it was stated.

7.2.8 Compliance with laws

The Issuer is conducting its business and operations in compliance with all laws applicable to it (including but not limited to Client Protection Laws).

7.2.9 Taxation

- (a) The Issuer has complied with all the requirements as specified under the respective Tax laws as applicable to it in relation to returns, computations, notices and information which are or are required to be made or given by the Issuer to any tax authority for taxation and for any other Tax or duty purposes, have been made and are correct.
- (b) The Issuer has no unpaid Tax or Other Tax liabilities except those notified in writing to the Bond Holder(s) and which are being contested in good faith by appropriate proceedings and in respect of which adequate reserves have been established. The Issuer is resident for tax purposes only in the jurisdiction of its incorporation.

7.2.10 No proceedings pending or threatened / No immunity

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably expected to have a Material Adverse Effect have been started or threatened against the Issuer. In any proceedings taken in relation to the Transaction Documents, whether in its jurisdiction of incorporation or otherwise, the Issuer will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process. The execution of the Transaction Documents by the Issuer constitutes, and the exercise of its rights and performance of and compliance with its obligations thereunder will constitute, private and commercial acts done and performed for private and commercial purposes.
- (b) The Issuer has not taken any action nor has any order been passed for its winding-up, dissolution or re-organization or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer for it or in respect of its assets.

7.2.11 Assets:

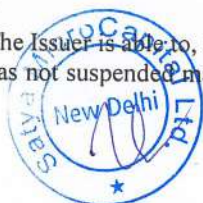
Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN U74899DL1995PLC068688 on the website of Ministry of Corporate Affairs), the Issuer has, free from any security interest or encumbrance, the absolute legal, and beneficial 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.

7.2.12 *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.

7.2.13 Solvency

- (a) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a



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court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the Transaction Documents;

- (b) The Issuer has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings nor has any order been passed for its winding-up, dissolution or re-organization, or for the enforcement of any security over its assets, or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer for it or in respect of its assets;
- (c) No insolvency or bankruptcy process has commenced under Applicable Law in respect of the Issuer (including pursuant to the IBC and the Insolvency and Bankruptcy (Insolvency and Liquidation Proceedings of Financial Service Providers and Application to Adjudicating Authority) Rules, 2019); and
- (d) No reference has been made, or enquiry or proceedings commenced, in respect of the Issuer, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets (including without limitation, under the RBI Circular dated June 7, 2019 (bearing reference number: DBR.No.BP.BC.45/21.04.048/2018-19) on the "Prudential Framework for Resolution of Stressed Assets" as amended, modified or restated from time to time).

7.2.14 Material Adverse Effect

The Issuer hereby represents that no Material Adverse Effect has occurred or is likely to occur.

7.2.15 Security

- (a) The Issuer is the sole legal and beneficial owner of the Secured Property and the Issuer has a clear and marketable title to the Secured Property.
- (b) Each Security Document creates (or, once entered into, will create) in favour of the Trustee for the benefit of the Bond Holder(s), the Security Interest which it purports to create with the ranking and priority it is expressed to have.
- (c) Except for the Security Interest created to secure the Bonds under the terms of the Deed of Hypothecation: (i) the Secured Property are the sole and absolute property of the Issuer and are free from any other lien, mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority; (ii) the Issuer has a clear and marketable title to the Secured Property; and, (iii) all Secured Property are in good order and standing, and no delinquent nor default nor similar status is affecting any of the Secured Property.
- (d) The Issuer has the power to secure, charge and/or encumber in favour of the Trustee, the Secured Property.
- (e) The Security Documents executed or to be executed constitute a legal, valid and enforceable Security Interest in favour of the Trustee (for the benefit of the Bond Holder(s)) on all the assets thereby secured, and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such Security Interest have been obtained.

7.2.16 No action, suit etc.

There is no action, suit, proceeding or investigation pending or, to the Issuer's knowledge, currently threatened against the Issuer that questions the validity of the Transaction Documents,



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or the right of the Issuer to issue / execute the Transaction Documents or that could reasonably be expected to result in any Event of Default.

7.2.17 Representations pursuant to the IFSC Debt Listing Regulations

The Issuer, any of the promoters of the Issuer, the promoter group of the Issuer, its controlling shareholders or the directors of the Issuer:

- (a) have not been debarred from accessing the capital market or dealing in securities by the IFSCA;
- (b) have not been declared as a wilful defaulter; and
- (c) are not fugitive economic offender(s).

7.2.18 Nature of Representations and Warranties:

The Issuer hereby confirms that the representations and warranties made by the Issuer under this Section 7.2 (*Representations and Warranties*) are: (a) made on the date of this Disclosure Document; and (b) unless otherwise specifically provided, shall be deemed to be made and repeated by the Issuer on and as on each day up to the Final Settlement Date, as if made with respect to the facts and circumstances existing on such dates, except where expressly stated to be made as of a particular date.



SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

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

8.1 Mode of Transfer/Transmission of Bonds

The Bonds shall be transferable freely; however, it is clarified that no Investor shall be entitled to transfer the Bonds to a person who is not entitled to subscribe to the Bonds. The Bonds(s) shall be transferred and/or transmitted in accordance with the applicable provisions of the Act and other applicable laws.

The Bonds held in dematerialized form shall be transferred subject to and in accordance with the rules/procedures as prescribed by the Depository and the relevant depository participant(s) of the transferor or transferee and any other applicable laws and rules notified in respect thereof. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, amounts due will be paid/redemption will be made to the person, whose name appears in the register of holders 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 Bonds held in dematerialised form.

8.2 Bonds held in Dematerialised Form

The Bonds shall be / are being issued dematerialised form and no action is required on the part of the Bond Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/fund transfer/RTGS to those Bond Holder(s) whose names appear on the list of beneficiaries. All such Bonds will be simultaneously redeemed through appropriate corporate action.

The list of beneficiaries as of the Record Date setting out the relevant beneficiaries' name and account number, address, bank details and depository participant's identification number will be given by the Depository 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 Bond Holder(s) for redemption payments.

8.3 Trustee for the Bond Holder(s)

The Issuer has appointed Catalyst Trusteeship Limited to act as trustee for the Bond Holder(s). The Issuer and the Trustee intends to enter into the Trustee Agreement and the Trust Deed *inter alia*, specifying the powers, authorities and obligations of the Trustee and the Issuer. The Bond Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the 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 Bonds as the Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Bond Holder(s). Any payment made by the Issuer to the Trustee on behalf of the Bond Holder(s) shall discharge the Issuer *pro tanto* to the Bond Holder(s). The Trustee will protect the interest of the Bond Holder(s) in regard to the repayment of Outstanding Principal Amount and Interest thereon and they will take necessary action, subject to and in accordance with the Trustee Agreement and the Trust Deed, at the cost of the Issuer. The Trustee Agreement and the Trust Deed and the other Transaction Documents shall more specifically set out the rights and remedies of the Bond Holder(s) and the manner of enforcement thereof.



8.4 Sharing of Information

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

8.5 Bond Holder not a Shareholder

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

8.6 Modification of Bonds

Any change or modification to the terms of the Bonds shall require approval by the Bond Holders in the manner as provided for in the Transaction Documents.

8.7 Right to accept or reject applications

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

8.8 Notices

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of the Transaction Documents may be given by e-mail, by personal delivery or by sending the same by prepaid registered mail addressed to the party concerned or the email address and/or any other address subsequently notified to the other party with a period of 5 (five) Business Days from any change thereof, and shall be deemed to be effective: (a) in the case of registered mail, 48 (forty eight) hours after posting, (b) in the case of personal delivery, at the time of delivery, or (c) in the case of e-mail, when received in legible form.

8.9 Issue Procedure

Only Eligible Investors as given hereunder and identified upfront by the Issuer may apply for the Bonds by completing the Application Form in the prescribed format in block letters in English as per the instructions contained therein. The minimum number of Bonds 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 Bond. 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.



8.10 Application Procedure

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

8.11 Fictitious Application

All fictitious applications will be rejected.

8.12 Basis of Allotment

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

8.13 Payment Instructions

The Application Form should be submitted directly. The entire amount of USD 5,000,000/- (United States Dollar Five Million only) 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:

Final Beneficiary

Name of Final Beneficiary	SATYA MICROCAPITAL LIMITED
Account Number	250605000070
Country	India
Beneficiary bank	
Name of Bank	Kotak Mahindra Bank Ltd
Branch	Okhla
Address	E-49/12, Basement and Ground Floor, Okhla Industrial Area-2, New Delhi-110024
Swift of the Bank	KKBKINBBCPC
IFSC Code	KKBK0000205
Purpose Code	P0012
Correspondent Bank	
Name	JP Morgan Chase Bank
Branch	New York
Address	New York, United States
SWIFT of the correspondent bank	CHAS US 33
Account in correspondent bank	400913062 (Account No)
Additional Account details	-

8.14 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 Bonds subject to fulfilling their respective



investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form:

- A. Mutual Funds
- B. Non-banking financial companies
- C. Provident Funds and Pension Funds
- D. Corporates
- E. Banks
- F. Foreign Portfolio Investors (FPIs)
- G. Foreign Institutional Investors (FIIs)
- H. Foreign lenders
- I. Qualified Foreign Investors (QFIs)
- J. Insurance Companies
- K. Investment holding companies of high net worth individuals
- L. Any other person (not being an individual or a group of individuals) eligible to invest in the Bonds

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

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 securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them.

8.15 Procedure for applying for Dematerialised facility

- A. The applicant must have at least one beneficiary account with any of the depository participants of the Depository 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 Bonds in Electronic/Dematerialised Form".
- C. Bonds allotted to an applicant will be credited to the applicant's respective beneficiary account(s) with the depository participant.
- D. For subscribing to the Bonds, 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 depository participant.
- E. Non-transferable allotment advice/refund orders will be directly sent to the applicant by the Depository to the Issue.
- F. If incomplete/incorrect details are given under the heading "Details for Issue of Bonds 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 Bonds, the address, nomination details and other details of the applicant as registered with his/her depository participant 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 depository participant.

- H. The redemption amount or other benefits would be paid to those Bond Holders whose names appear on the list of beneficial owners maintained by the Depository as on the Record Date. In case of those Bonds for which the beneficial owner is not identified in the records of the Depository 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 Depository and conveyed to the Issuer, whereupon the redemption amount and benefits will be paid to the beneficiaries, as identified.

8.16 Depository Arrangements

The Issuer shall make necessary arrangement with the Depository for issue and holding of Bonds in dematerialised form.

8.17 List of Beneficiaries

The Issuer shall request the Depository 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 in respect of the Bonds, upon its redemption.

8.18 Application under Power of Attorney

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

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

8.19 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 / letter authorising investment
- C. Copy of PAN card
- D. Application Form (including EFT/RTGS details)

8.20 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 Bond Holder(s) through EFT/RTGS.

8.21 Succession

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

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

8.22 Mode of Payment

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

8.23 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 by the Company. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Bond Holder(s) at the office of the Depository 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.

All payments made by the Issuer hereunder shall be made free and clear of, and without deduction or withholding for, or on account of, any past, present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding taxes imposed on the net income of the Bond Holder(s) and all income and franchise taxes of the Grand Duchy of Luxembourg applicable to the Bond Holder(s) (all such non-excluded taxes, levies, imposts deductions, charges, withholdings and liabilities, "Taxes"). If the Issuer shall be required by Applicable Law to deduct or withhold any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be grossed up to the extent necessary so that after making all required deductions (including deductions applicable to additional sums payable under this subsection), the Bond Holder(s) receives an amount equal to the sum it would have received had no such deductions been made (effectively, grossing up covers Bond Holder's tax liability i.e. the Issuer shall bear the tax liability on such payment as was applicable to the Bond Holder on the date of receipt of such payment by the Bond Holder as per the Coupon Date), (ii) the Issuer shall make such deductions and (iii) the Issuer shall timely pay the full amount deducted or withheld to the relevant tax authority or other authority in accordance with Applicable Law. In addition, the Issuer agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery, assignment, transfer, registration or enforcement of, or otherwise with respect to, the Subscription Agreement ("Other Taxes"). If the Issuer fails to pay any such deduction or withholding when due to the appropriate Governmental Authority, the Issuer shall indemnify the Bond Holder(s) upon demand for the full amount of Taxes or Other Taxes (including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Clause) that may become payable or have been paid by the Bond Holder(s) as a result of such failure, and any liability (including penalties, interest and expenses) arising there from or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted, and the Bond Holder(s)'s calculations of the amount of such Taxes or Other Taxes shall be conclusive, absent manifest error.



8.24 Dematerialised Credit

The Issuer has made depository arrangements with the Depository for dematerialisation of the Bonds and shall have obtained the ISIN in relation to the Bonds prior to the Deemed Date of Allotment.

Within 7 (Seven) Business Days from the Deemed Date of Allotment, the Issuer shall ensure that the Bonds are credited to the dematerialised account(s) of the allottee(s) of the Bonds with the actual number of Bonds allotted.

8.25 Deemed Date of Allotment

All the benefits under the Bonds will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is September 19, 2024 by which date the Investors would be intimated of allotment.

8.26 Record Date

The Record Date will be 5 (Five) calendar days prior to any Due Date.

8.27 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 Bonds.

8.28 Interest on Application Money

Interest shall be payable (in the event the application monies are received by the Company prior to the Deemed Date of Allotment) on all application monies received at the Interest Rate per annum for the period commencing from the date on which the Bond Holder(s) have made payment of the application monies in respect of the Bonds to the Issuer and on the Deemed Date of Allotment. The interest on application monies shall be paid by the Issuer to the Bond Holder(s) within 2 (Two) Business Days from the Deemed Date of Allotment.

8.29 PAN Number

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

8.30 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 Bond Holder(s) whose names appear on the list of beneficial owners given by the Depository to the Issuer as on the Record Date.

The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Bond Holder(s) whose name appears in the register of holder(s) on the Record Date. On such payment of redemption amount being made by the Issuer, the Issuer will thereafter inform the Depository and accordingly the account of the Bond Holder(s) with the Depository will be adjusted.



On the Issuer dispatching the amount as specified above in respect of the Bonds, 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. 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.



Information Memorandum
Date: September 16, 2024

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

SECTION 9: DECLARATION

The Issuer declares that, all the relevant provisions in the regulations/guideline issued by IFSCA 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 IFSCA and other applicable laws, as the case may be. The information contained in this Information Memorandum is as applicable to privately placed Bonds and subject to information available with the Issuer.

For Satya Microcapital Limited,



Authorised Signatory
Name: Vandita Kaul
Title: Authorised Signatory
Date: September 16, 2024



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

ANNEXURE I: TERM SHEET

As per Section 5.21 (*Issue Details*) of this Information Memorandum



ANNEXURE II: CASHFLOWS

Cash Flows	Interest Payment Date	Principal Payment Date(s)	Principal Amount (in USD)
1st Coupon	March 19, 2025		
2nd Coupon	September 19, 2025		
3rd Coupon	March 20, 2026*		
4th Coupon	September 21, 2026*		
5th Coupon	March 19, 2027		
6th Coupon and Principal	September 20, 2027*	September 20, 2027	5,000,000

*after adjustment for non-Business Days

** Interest shall be payable at the Interest Rate (being 415 basis points plus 6 month Term SOFR, which shall be determined on the Quotation Day) as set out in Section 5.21 (*Issue Details*) of the Information Memorandum.



ANNEXURE III: CONSENT LETTER FROM THE TRUSTEE

Information Memorandum
Date: September 16, 2024

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CATALYST
Believe in yourself. Trust us!



CL/DEB/24-25/965

Date : 28-Aug-2024

To,
Vandita Kaul,
Satya Microcapital Limited,
DPT 519, 5th Floor, DLF Prime Tower, ,
Block-F, Okhla Phase-1, ,
New Delhi,
Delhi,
India 110020.

Dear Sir/ Madam,

Re: Consent to act as a Bond Trustee for Foreign Currency Bond to be listed on INX Gift City for USD 5 Million

We refer to your email dated 28.08.2024, requesting us to convey our consent to act as the Bond Trustee for captioned Transaction.

Fee Structure for the proposed transaction will be as per annexure A.

Assuring you of the best professional services.

Thanking you.

Yours faithfully,



Name : Sweeti Suthar
Designation : Manager

For Satya MicroCapital Limited

Vandita Kaul
Chief Financial Officer

CATALYST TRUSTEESHIP LIMITED
Head Office: 4th Floor, Office No. 404, C.A.T. Road, Katra, Saranpur (Patna) - 800 008. Tel: +91 90221 4922 9222 Fax: +91 90221 4922 9500
Regd. Office: 504 House, Plot no. 48, Binod Colony (Bhopal) - 462 001. Phone: +91 938 411 938. Tel: +91 99201 2976008 Fax: +91 92751 2328979
Delhi Office: Office No. 419, 4th Floor, Mahesh Westing, 26, Karturda Gandhi Marg, New Delhi - 110001. Tel: +91 437 2815152.
CIN No. U74999MH2007PL200267 Email: info@catalysttrustee.com Website: www.catalysttrustee.com
Place : Mumbai : 1 Bangalore : 2 Delhi : 3 Chennai



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Annexure A

Fee Structure for transaction CL/DEB/24-25/965

PARTICULARS	AMOUNT / PERCENTAGE
Acceptance fees (one-time, non-refundable, payable on our appointment)	\$ 650.00000
Annual Trusteeship Fees(Amount/Percentage)	\$ 650.00000

Annually Fees are payable in advance each year from date of execution till termination of the transaction. Pro-rata charges would apply for the first year till FY end, as applicable The taxes on above fee structure are payable at applicable rates from time to time.

All out of pocket expenses incurred towards legal fees, travelling, inspection charges, etc shall be levied and re-imbursed on actual basis.

Please return the second copy this letter duly signed by Authorized Officer from your company.

Yours Faithfully,

We accept the above terms.

For Catalyst Trusteeship Limited

For, Satya Microcapital Limited

Name : Sweeti Suthar

Designation : Manager



Name : Vandita Kaul
Designation : Chief Financial Officer

CATALYST TRUSTESHIP LIMITED 22/09/2024 10:00:00 AM
Mumbai Office: 4th Floor, Office No. 404, C.B.T. House, Kurla, Mumbai (400029) Mumbai: 022-60000000 Tel: +91 022 14821 0200 Fax: +91 022 14821 0900
Regd. Office: CDA House, Plot No. 85, Bhandari Colony (Bhandari) Band Road, Pune 411 016 Tel: +91 20 252520000 Fax: +91 20 252520000
Delhi Office: Office No. 815, 8th Floor, Nandana Building 8A Kirti Karam Chaudhary Marg, New Delhi - 110001 Tel: +91 11 450 20101/02
CIN No. U74399DL0909PLC100203 Email: info@catalysttrust.com Website: www.catalysttrust.com
Pune | Mumbai | Bangalore | Delhi | Chennai



Information Memorandum
Date: September 16, 2024

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ANNEXURE IV: AUDITED FINANCIAL STATEMENTS

Attached Separately

