

PRIVATE PLACEMENT OFFER LETTER

Series – B42

Private and Confidential
(For Private Circulation Only)

Serial No:

Addressed to:

(For the exclusive use of the addressee only)

ISSUED BY



Karvy Financial Services Limited

Information Memorandum covering disclosures as specified in SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (as amended from time to time) RBI Circular RBI/2012-13/560/ DNBD (PD) CC No. 330/03.10.001/2012-13 dated June 27, 2013 and RBI/2013-14/115/ DNBS(PD) CC No. 349/03.10.001/2013-14 dated July 2, 2013 and the Companies Act, 2013 and the rules made thereunder.

**MEMORANDUM OF PRIVATE PLACEMENT
FOR
ISSUE OF PRINCIPAL PROTECTED DEBENTURES
WITH COUPON LINKED TO THE CNX NIFTY INDEX
ON A PRIVATE PLACEMENT BASIS**

DATED

November 20, 2014

**KARVY FINANCIAL SERVICES LIMITED
("Issuer"/ "Company")**

Incorporated on October 18, 2001 as a Private Limited Company under the Companies Act, 2013

Registered Office:

Building No. 7, Office No. 762, 6th Floor,
Solitaire Park, Andheri (East), Mumbai: 400 093, Maharashtra, India
Tel : +91-22-67875300 Fax : +91-22-67875334

Corporate Office:

Building No. 7, Office No. 762, 6th Floor,
Solitaire Park, Andheri (East), Mumbai: 400 093, Maharashtra, India
Tel : +91-22-67875300 Fax : +91-22-67875334
Contact person: Mr. Sunil Samdani, Chief Financial Officer
E-mail id:sunil.samdani@karvy.com

Series B-42 consists of an issue of up to 100 (Hundred) Principal Protected, Rated, Secured, Listed, Redeemable, Non-Convertible Equity Linked Debentures (“NCDs” or “Debentures”) of the face value of Rs. 10,00,000/- (Rupees Ten Lakhs Only) each, for cash, aggregating to Rs. 10,00,00,000/- (Rupees Ten Crores Only), with Coupon linked to the CNX NIFTY Index on a Private Placement Basis (the “Issue”).

GENERAL RISKS

Investment in these Debentures involves a degree of risk and Investors should not invest any funds in this Issue unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in this Issue. For taking an investment decision, Investors must rely on their own examination of the Company including the risks involved. The Debentures have not been recommended or approved by the Securities and Exchange Board of India (“SEBI”) nor does SEBI guarantee the accuracy or adequacy of this document. Specific attention of Investors is invited to the statement of Risk Factors on page 9 of this memorandum of private placement for issue of Debentures on private placement basis (“**Information Memorandum**” or “**Offer Document**”). This Information Memorandum has not been submitted, cleared or approved by SEBI. It should be clearly understood that the Company is solely responsible for the correctness, adequacy and disclosure of all relevant information herein.

COMPANY’S ABSOLUTE LIABILITY

The Company having made all reasonable inquiries, accepts responsibility for and confirms that this Information Memorandum contains all information with regards to the Company and the Issue, which is material in the context of the Issue, that the information contained in this Information Memorandum is true and correct in all material aspects 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 make this Information Memorandum as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect.

CREDIT RATING

ICRA Limited (www.icra.in) has assigned a credit rating of “PP-MLD[ICRA]A” (pronounced P P M L D ICRA A) rating with stable outlook to Rs. 75 Crore NCD Programme of Karvy Financial Services Limited vide their letter dated **19th November 2014** . Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.





VALUATION AGENCY

The Valuation Agency will publish a valuation on its website at least once every calendar week, commencing no later than the receipt of final listing approval from the BSE. The valuation shall be available on the website of the Valuation Agency at <http://www.careratings.com>. The Issuer will also make available, as soon as practicable, the valuation provided by the Valuation Agency on the website of the Issuer at www.karvyfinance.com

Upon request by any Debenture Holder for the valuation of the Debentures, the Issuer shall provide them with the latest and/or historical valuations.

LISTING

The Debentures to be issued under this Information Memorandum are proposed to be listed on the Wholesale Debt (“WDM”) segment of the BSE Limited (“BSE”).

REGISTRAR TO THE ISSUE	CREDIT RATING AGENCY	DEBENTURE TRUSTEE	VALUATION AGENCY
 <p>Karvy Computershare Private Limited Cyber Villa, Plot No.17-24, Vittalrao Nagar, Madhapur, Hyderabad – 500 081, India Tel: 91 40 2342 0815 Fax: 91 40 2343 1551 E-mail: einward.ris@karvy.com Contact Person: Mr. M Muralikrishna</p>	 <p>ICRA Limited 1802, 18th Floor, Tower 3, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone, Mumbai— 400013. Tel: +91-22-61796300 Mobile : +91 9967651530 Fax: +91-22-24331390 Contact Person: Mr. Karthik Srinivasan</p>	 <p>Axis Trustee Services Limited 2nd Floor - E, Axis House, Bombay Dyeing Mills Compound, Pandurang Budhakar Marg, Worli, Mumbai – 400 025 Tel: 91 022 24255216 Fax: 91 022 24254200 Contact Person: Mr. Neelesh Baheti</p>	 <p>CARE Limited 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Sion, Mumbai 400022 Contact Person: Mr. Mukund Upadhyay</p>

GENERAL DISCLAIMER

This Information Memorandum is neither a prospectus nor a statement in lieu of prospectus and is being made strictly on a private placement basis. This Issue of Debentures to be listed on the WDM segment of the BSE is being made by the Company strictly on a private placement basis. Therefore the Issue does not constitute an offer to the public in general.

Multiple copies hereof given to the same entity shall be deemed to be given to the same person and shall be treated as such. It does not constitute and shall not be deemed to constitute an offer or an invitation to subscribe to the Debentures to the public in general. Apart from this Offer Document, no Offer Document or prospectus has been prepared in connection with this Issue or in relation to the Issuer; nor is such a prospectus required to be registered under the applicable laws. Accordingly, this Offer Document has neither been delivered for registration nor is it intended to be registered. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Offer Document or in any material made available by the Issuer to any potential investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer. The intermediaries and their agents or advisors associated with this Issue have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any such intermediary as to the accuracy or completeness of the information contained in this Offer Document or any other information provided by the Issuer. Accordingly, all such intermediaries associated with this Issue shall have no liability in relation to the information contained in this Offer Document or any other information provided by the Issuer in connection with the Issue.

Each copy of this Offer Document would be serially numbered, if required and addressed to specific person(s) and the person to whom a copy of this Offer Document is sent alone is entitled to apply for the Debentures. No invitation is being made to any person other than the person to whom the Application Forms along with this Offer Document have been sent. Any application by a person other than the person to whom the Application Forms along with Offer Document have been sent by the Company shall not be entertained.

This Offer Document has been prepared to provide general information about the Issuer to Investors to whom it is addressed and who are willing and eligible to subscribe to the Debentures. This Offer

Document is not intended to provide the sole basis of your decision to subscribe to the Debentures. Neither this Offer Document nor any other information supplied in connection with the Debentures is intended to provide the basis of any credit or other evaluation and any recipient of this Offer Document should not consider such receipt a recommendation to purchase any Debentures. Each Investor contemplating the purchase of any Debentures should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures and should possess the appropriate resources to analyse such investment and the suitability of such investment to such Investor's particular circumstances. It is the responsibility of potential investors to also ensure that they will sell these Debentures in strict accordance with this Offer Document and other applicable laws, so that the sale does not constitute an offer to the public within the meaning of the Companies Act. None of the intermediaries or their agents or advisors associated with this Issue undertake to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offer Document or have any responsibility to advise any Investor or potential investor in the Debentures of any information available with or subsequently coming to the attention of the intermediaries, agents or advisors.

This Offer Document is made available to potential investors on the strict understanding that it is confidential. No recipient of the Offer Document shall be entitled to disclose any information contained in it to any other person or entity and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding its contents, without the prior written consent of the Issuer. Recipient shall not be entitled to use any of the information other than for the purpose of deciding whether or not to subscribe to these Debentures. This Offer Document does not constitute a commitment on the part of the Issuer to issue the Debentures to an applicant

Each person receiving this Offer Document acknowledges that:

Such person has been afforded an opportunity to request and to review and has reviewed and received this Offer Document and all additional information considered by an individual to be necessary to verify the accuracy of or to supplement the information herein; and Such person has not relied on any intermediary that may be associated with the issuance of the Debentures in connection with its investigation of the accuracy of such information or its investment decision.

The Issuer does not undertake to update the Offer Document to reflect subsequent events after the date of the Offer Document and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer. Neither the delivery of this Offer Document nor any sale of Debentures made hereunder 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 Offer Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of this Offer Document in any jurisdiction where such action is required. The distribution of this Offer Document and the offering and sale of the Debentures may be restricted by law in certain jurisdictions. Persons into whose possession this Offer Document comes are required to inform themselves about and to observe any such restrictions.

DISCLAIMER STATEMENT FROM THE ISSUER

The Issuer accepts no responsibility for statements made other than in this Offer Document or any other material expressly stated to be issued by or at the instance of the Issuer in connection with the Issue of the Debentures. Any person placing reliance on any other source of information would be doing so at such person's own risk.

Investors, investing in the Debentures, understand that, as Debenture Holders, they are bearing the risk of loss that may occur with respect to their investment in the Debentures, due to a change in any applicable law or regulation in the jurisdiction(s) of the investors or the Issuer. The investors shall not look to the Issuer for indemnification or to make good all or any part of any such loss that they may suffer/have suffered due to such change in the applicable law.

ELIGIBILITY OF THE ISSUER TO COME OUT WITH THE ISSUE

Neither the Issuer nor any its directors have been prohibited from accessing the capital market under any order or directions passed by SEBI.

DISCLAIMER CLAUSE OF SEBI AND THE STOCK EXCHANGE

As required, a copy of the Offer Document for issue of Debentures **aggregating up to Rs.10,00,00,000/- (Rupees Ten Crores only)** on private placement basis will be filed with the BSE in terms of SEBI (Issue And Listing Of Debt Securities) Regulations, 2008 (as amended from time to time) ("**SEBI Debt Regulations**") and the Guidelines for Issue And Listing of Structured Products/Market Linked Debentures ("**Structured Products Guidelines**").

As required, a copy of the Offer Document for issue of Debentures aggregating **upto Rs. 10,00,00,000/- (Rupees Ten Crores only)**] shall be filed with the Registrar of Companies, Mumbai and the Securities and Exchange Board of India within 30 days of circulation of this Offer Document in terms of the Companies (Prospectus and Allotment of Securities) Rules, 2014.

It is distinctly understood that this Offer Document should not in any way be deemed or construed to have been approved or vetted by SEBI. SEBI does not take any responsibility for the correctness of the statements made or opinions expressed in this Offer Document.

It is to be distinctly understood that submission of the Offer Document to the BSE should not in any way be deemed or construed to mean that the Offer Document has been cleared or approved by BSE; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Offer Document, nor does it warrant that this Issuer's securities will be listed or will continue to be listed on the BSE; nor does it take any responsibility for the financial or other soundness of the issuer, its promoters, its management.

The board of directors of the Company have certified that the disclosures made in this Offer Document are adequate and in conformity with SEBI Debt Regulations, the Companies Act, the Rules and Structured Products Guidelines in force for the time being. This requirement is to facilitate Investors to take an informed decision for making investment in the proposed issue.

DISCLAIMER CLAUSE OF RBI

The Issuer is having a valid certificate of registration dated October 25, 2012, bearing registration no. N-13.02033, (issued in lieu of COR No. N-09.00425 dated April 29, 2009) issued by the Reserve Bank of India ("**RBI**") under section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the

Issuer or of the correctness of any of the statements or representations made or opinions expressed by the Issuer and for repayment of deposits / discharge of liabilities by the Issuer.

DISCLAIMER IN RESPECT OF JURISDICTION

Issue of these Debentures has been/will be made in India to Investors as specified under Clause “Eligibility” of this Offer Document, who have been/shall be specifically approached by the Company. This Offer Document is not to be construed or constituted as an offer to sell or an invitation to subscribe to Debentures offered hereby to any person to whom it is not specifically addressed. The Debentures are governed by and shall be construed in accordance with the laws as applicable in India (including laws applicable to the State of Maharashtra). Any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts and tribunals of Mumbai.

DEFINITIONS / ABBREVIATIONS

Company Related Terms

Definition / Abbreviation	Description / Full Form
KFSL / Company / Issuer	Karvy Financial Services Limited.
Articles of Association	The Articles of Association of the Company
Memorandum / Memorandum of Association	Memorandum of Association of the Company.

General / Issue related terms

Definition / Abbreviation	Description / Full Form
Application Form	The form in which an Investor can apply for subscription to the Debentures.
Beneficiary / Beneficiaries	Those persons whose names appear on the beneficiary details provided by the Depositories (NSDL/CDSL) as on the Record Date.
Board/Board of Directors	The Board of Directors of the Issuer and includes any committee thereof for the time being exercising the powers conferred on it by the Board of Directors.
BSE	BSE Limited
CDSL	Central Depository Services (India) Limited
Companies Act	Companies Act, 1956 and/or Companies Act, 2013 (as the case may be) as amended from time to time.
Credit Rating Agency	ICRA Limited
Debentures/NCDs	Principal Protected, Rated, Secured, Listed, Redeemable, Non-Convertible Debentures to be issued pursuant to this Offer Document.
Debenture Certificate	Certificate issued in registered form by the Company to the Debenture Holder in terms of the Debenture Trust Deed, evidencing ownership of the Debentures.
Debenture Holders	Persons who are for the time being holders of the Debentures and whose names are last mentioned in the Debentures / Register of Debenture Holders and shall include Beneficiaries.

Debtenture Trust Deed	Trust deed to be entered into by the Company with the Debtenture Trustee in order to secure the obligations of the Company under the Debtentures in favour of the Debtenture Holders.
Depository	NSDL/CDSL
DP	Depository Participant
INR/Rs./Rupees	The lawful currency of the Republic of India.
IISL	India Index Services and Products Limited
Investors	Those institutions/corporations to whom a copy of this Offer Document may be sent, specifically numbered and addressed to such person, with a view to offering the Debtentures for sale (being offered on a private placement basis) under this Offer Document.
IPO	Initial Public Offering
Issue	Issue, by the Company, of 100 Principal Protected, Rated, Secured, Listed, Redeemable Non-Convertible Debtentures of Rs.10,00,000/- (Rupees Ten Lakhs Only) aggregating to Rs.10,00,00,000/- (Rupees Ten Crores Only).
Letter of Allotment/Allotment Advice	Letter addressed by or on behalf of the Company to an Investor stating therein, inter-alia that the Investor's application has been accepted for allotment for the number of Debtentures mentioned in such advice and the application money paid by it has been accordingly adjusted towards payment of the allotment money on the number of Debtentures being allotted to it.
NBFC	Non-Banking Financial Company.
NCD	Non-Convertible Debtenture.
NSDL	National Securities Depository Limited.
NSE	National Stock Exchange of India Limited.
Offer Document	This offer document dated September 5, 2014 issued by the Company containing the issue price, Coupon Rate and other conditions regarding the Debtentures.
Private Placement Rules	The Company (Prospectus and Allotment of Securities) Rules 2014 issued under the Companies Act, 2013
RBI	Reserve Bank of India.
Register of Debtenture Holders	The register maintained by the Company containing the name of the Debtenture Holders entitled to receive payment in respect of the Debtentures on the Record Date, which shall be maintained at the registered office of the Company.
RTA	Registrar and Transfer Agent
Rules	Rules issued under the Companies Act, 2013
SEBI	Securities and Exchange Board of India.
SEBI Debt Regulations	SEBI (Issue and Listing of Debt Securities) Regulations, 2008 as amended from time to time
Structured Products Guidelines	Guidelines for Issue and Listing of Structured Product/Market Linked Debtentures, 2011 as amended from time to time
TDS	Tax Deducted at Source
Valuation Agency	CARE Limited
WDM	Wholesale Debt Market of BSE

CHAPTER I - RISK FACTORS

Management's Perception of Risk Factors

The following are the risks envisaged by the management, and Investors should consider the following risk factors, together with all other information contained in this Offer Document, carefully for evaluating the Company and its business before making any investment decision. Unless the context requires otherwise, the risk factors described below apply to Karvy Financial Services Limited. These risks and uncertainties are not the only issues that we face; additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also have a material adverse effect on our financial condition or business success. If anyone, or a combination, of the following stated risks actually occurs, the Company's business, financial conditions and results of operations could suffer and therefore the value of the Company's debt securities could decline.

(Risk factors would include material factors, which events may be material either individually or collectively, qualitatively or quantitatively and may be material at present or in future.)

Materiality:

The Risk factors have been determined on the basis of their materiality. The following factors have been considered for determining the materiality:

1. Some events may not be material individually but may be found material collectively.
2. Some events may have material impact qualitatively instead of quantitatively.
3. Some events may not be material at present but may be having material impact in future.

The following are the risks envisaged by the management, and Investors should consider the following risk factors carefully for evaluating the Company and its business before making any investment decision

Note: Unless specified in the relevant risk factors, the Company is not in a position to quantify the financial or other implications of any risk mentioned herein below:

(A) Risks relating to the Debentures

The Debentures being structured debentures are sophisticated instruments which involve a significant degree of risk and are intended for sale only to those Investors capable of understanding the risks involved in such instruments. Please note that both the return on the Debentures and the return of the principal amount in full are at risk if the Debentures are not held till or for any reason have to be sold or redeemed before the final maturity date.

The Debentures are structured and are complex and an investment in such a structured product may involve a higher risk of loss of a part of the initial investment as compared to investment in other securities unless held till final maturity date. The Debenture Holder shall receive at least the face value of the Debenture only if the Investor holds and is able to hold the Debentures till the final maturity date. Prior to investing in the Debentures, a prospective Investor should ensure that such prospective Investor understands the nature of all the risks associated with the investment in order to determine whether the investment is suitable for such prospective Investor in light of such prospective Investor's experience, objectives, financial position and other relevant circumstances. Prospective Investors should independently consult with their legal, regulatory, tax, financial and/or accounting advisors to the extent the prospective Investor considers necessary in order to make their own investment decisions.

(a) Structure Risks

An investment in the Debentures where the payment of premium (if any), and/or coupon and/or other consideration (if any) payable or deliverable thereon is determined by reference to one or more equity or debt securities, indices, baskets, formulae or other assets or basis of reference will entail significant risks not associated with a conventional fixed rate or floating rate debt security. Such risks include, without limitation, changes in the level or value of the relevant underlying equity or debt securities or basket or index or indices of equity or debt securities or other underlying asset or basis of reference and the Debenture Holder may receive a lower (or no) amount of premium, coupon or other consideration than the holder expected.

The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including, but not limited to, economic, financial and political events. In addition, if an index or formula used to determine any amounts payable or deliverable in respect of the Debentures contains a multiplier or leverage factor, the effect of any change in such index or formula will be magnified. In recent times, the values of certain indices, baskets and formulae have been volatile and volatility in those and other indices, baskets and formulae may occur in the future.

(b) Model Risks

Investment in the Debentures is subject to model risk. The Debentures are created on the basis of complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behaviour of the securities selected for hedging may significantly differ from the returns predicted by the mathematical models.

(c) Uncertain Trading Markets

The Company cannot assure Debenture Holders that a trading market for their Debentures will ever develop or be maintained. Many factors independent of the creditworthiness of the Company affect the trading market of the Debentures. These factors include:

- (i) the complexity and volatility of the index or formula or other basis of reference applicable to the Debentures,
- (ii) the method of calculating the principal, premium and coupon, if any, or other consideration, if any, in respect of the Debentures,
- (iii) the time remaining to the maturity of the Debentures,
- (iv) the outstanding amount of the Debentures,
- (v) the redemption features of the Debentures,
- (vi) the amount of other debt securities linked to the index or formula or other basis of reference applicable to the Debentures, and
- (vii) the level, direction and volatility of market interest rates generally.

These Debentures cater to specific investment objectives or strategies and, therefore, may have a more limited secondary market and experience more price volatility than conventional debt securities. Debenture Holders may not be able to sell such Debentures readily or at prices that will enable them to realize their anticipated yield. No Investor should purchase Debentures unless such Investor understands and is able to bear the risk that such Debentures may not be readily saleable, that the value of such Debentures will fluctuate over time, that such fluctuations may be significant and that such Investor may lose all or even a substantial portion of its investment in

the Debentures if the Debentures are not held till or for any reason have to be sold or redeemed before the final maturity date.

(d) Receipt of coupon or principal is subject to the credit risk of the Issuer

Prospective investors should be aware that receipt of any Coupon payment and principal amount at maturity on the Debentures is subject to the credit risk of the Issuer. Investors assume the risk that the Company will not be able to satisfy their obligations under the Debentures and Investor may or may not recover all or part of the principal amount in case of default by the Issuer. Any stated credit rating of the Company reflects the independent opinion of the referenced rating agency as to the creditworthiness of the rated entity but is not a guarantee of credit quality of the Company (where applicable). Any downgrading of the credit ratings of the Company or its parent or affiliates, or by any rating agency could result in a reduction in the value of the Debentures.

In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Company, the payment of sums due on the Debentures may be substantially reduced or delayed.

(e) Risks relating to Debentures due to linkages to the Reference Index

An investment in any series of Debentures that has payments of principal, coupon or both, indexed to the value of any equity share, index or any other rate, asset or index, or a basket including one or more of the foregoing and /or to the number of observation of such value falling within or outside a pre-stipulated range (each of the foregoing, a **“Reference Value”**) will entail significant risks not associated with a conventional fixed rate or floating rate debt security. Such risks include, without limitation, changes in the applicable Reference Value and how such changes will impact the amount of any principal or coupon payments linked to the applicable Reference Value. The Company has no control over a number of matters that are important in determining the existence, magnitude and longevity of such risks and their results, including economic, financial and political events. Past performance of any Reference Value to which any principal or coupon payments may be linked is not necessarily indicative of future performance. Investors should be aware that a Reference Value may go down as well as up and/or be volatile and the resulting impact such changes will have on the amount of any principal or coupon payments will depend on the applicable index formula. The Debenture Holder shall receive at least the face value of the Debenture only if the Investor holds and is able to hold the Debentures and the Debentures are not sold or redeemed or bought back till the final maturity date.

If so specified, the Early Redemption amount, if any, may in certain circumstances be determined by the Calculation Agent (as defined below) based upon the market value of the Debentures less any costs associated with unwinding any hedge positions relating to the particular series of Debentures. In the event the terms and conditions do not provide for a minimum redemption amount even in the event of an early redemption, then on such occurrence a holder may receive less than 100.00% of the principal amount.

However, if the Debentures are held till the final maturity date, the Debenture Holder will receive at least the principal amount.

The Debentures are likely to be less liquid than conventional fixed or floating rate debt instruments. No representation will be made as to the existence of a market for a series of Debentures. While the Company intends under ordinary market conditions to indicate and/or procure indication of prices for any such Debentures there can be no assurance as to the prices

that would be indicated or that the Company will offer and/or cause to purchase any Debentures. The price given, if any, will be affected by many factors including, but not limited to, the remaining term and outstanding principal amount of the particular series of Debentures, the level of the Reference Value, fluctuations in interest rates and/or in exchange rates, volatility in the Reference Value used to calculate the amount of any coupon or principal payments, and credit spreads. Consequently, prospective Investors must be prepared to hold any series of Debentures for an indefinite period of time or until the redemption or maturity of the Debentures. Trading levels of any Debentures will be influenced by, among other things, the relative level and performance of the applicable Reference Value and the factors described above.

(f) Purchases and sales by the Company and its affiliates may affect the holders' return

The Company and its affiliates may from time to time buy or sell the Debentures or debt instruments similar to the Debentures and/or other obligations or have positions in securities economically related to a series of Debentures for their own account for business reasons or in connection with hedging of the obligations under the particular series of Debentures. These transactions could affect the price of such obligations or securities in a manner that would be adverse to the holder's investment in the Debentures. The Company and its affiliates have not considered, and are not required to consider, the interests of Investors as Debenture Holders in connection with entering into any of the above mentioned transactions.

(g) Potential conflicts

The Company may appoint an affiliate (including its parent) as its Calculation Agent or other agent, for the purposes of calculating amounts payable or deliverable to holders of Debentures, or for any other purpose. Under certain circumstances, the agent as an affiliate and its responsibilities as Calculation Agent or other agent for the Debentures could give rise to conflicts of interest. The Calculation Agent or other agent is required to carry out its duties in good faith and using its reasonable judgment. However, because the Company could be controlled by the affiliate, potential conflicts of interest could arise. The Company also may enter into an arrangement with an affiliate to hedge market risks associated with its obligations under the Debentures. Such affiliate expects to make a profit in connection with this arrangement. The Company will not seek competitive bids for this arrangement from unaffiliated parties.

(h) No Claim against Reference Index

The Debenture Holders do not have any interest in or rights to the underlying Reference Index.

(i) Leverage Risk

Borrowing capital to fund the purchase of the Debentures (leveraging) can significantly increase the risks of the investment such that if the value of the Debentures decreases on a mark to market basis, leveraging will magnify that decrease in value. Any statement on the potential risks and return on the Debentures does not take into account the effect of any leveraging. Investors must factor in and consider the potential impact of, amongst other things, the cost of funding and possibility of margin calls due to a decrease in the daily mark to market value of the Debentures prior to their maturity. Investors considering borrowing capital to leverage their investment in the Debentures should obtain further detailed information as to the applicable risks from their lender.

(j) Compounding of Risks

An investment in the Debentures involves risks and should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the applicable

reference securities, indices, commodities, interest rates, etc., the risks associated with such investments and the Terms and Conditions of the Debentures. More than one risk factor may have simultaneous effects with regard to the Debentures such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect, which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Debentures.

(B) Internal Risk Factors

(a) Debenture Redemption Reserve (“DRR”)

No DRR is being created for the present Issue of Debentures.

In terms of the Companies (Share Capital and Debenture) Rules, 2014 it has been clarified that NBFCs issuing debentures on a private placement basis are exempt from the requirement of creating a DRR.

(b) Credit Risk

The Company carries the risk of default by borrowers and other counterparties.

Any lending and investment activity is exposed to credit risk arising from the risk of repayment default by the borrowers and counterparties. The Company has institutionalized a systematic credit evaluation process monitoring the performance of its asset portfolio on a regular and continual basis to detect any material development, and also constantly evaluates the changes and developments in sectors to which it has substantial exposure. The Company also undertakes a periodic review of its entire asset portfolio with a view to determine the portfolio valuation, identify potential areas of action and devise appropriate strategies thereon.

(c) Contingent Liabilities

Company’s contingent liabilities could adversely affect its financial condition.

The Company had no contingent liabilities as on March 31, 2014

(d) Non-Performing Assets (“NPA”)

If the level of NPAs in the Company’s portfolio were to increase, its business would suffer.

The Company has NPAs totaling to Rs. 22,914,123 as on 31st October, 2014 and its provisioning norms fully comply with the RBI guidelines / directives. The Company believes that its overall financial profile, capitalization levels and risk management systems, provide significant risk mitigation. However, the occurrence of NPAs or an increase in the level of NPAs will adversely affect the Company’s business and the results of operations.

(e) Interest Rate Risk

Any significant interest rate movements may have an adverse effect on the Company’s results of operations if the company is not able to pass on the same to its customers.

The Company’s business is largely dependent on interest income from its operations. Interest rates are highly sensitive to many factors beyond its control, including the monetary policies of the RBI, deregulation of the financial sector in India, domestic and international economic and political conditions, inflation and other factors. Due to these factors, interest rates in India have historically experienced a relatively high degree of volatility. The Company is exposed to interest rate risk principally as a result of investing in assets of customers at interest rates and in amounts and for periods to the extent the company is not able to pass it on to its customers.

(f) Access to Capital Markets and Commercial Borrowings

The Company's growth will depend on its continued ability to access funds at competitive rates.

With the growth of its business, the Company is increasingly reliant on funding from the debt capital markets and commercial borrowings. The market for such funds is competitive and its ability to obtain funds at competitive rates will depend on various factors including its ability to maintain its credit ratings. While its borrowing costs have been competitive in the past due to its credit rating and the quality of its asset portfolio, if the Company was unable to access funds at an effective cost that is comparable to or lower than its competitors, the Company may not be able to offer competitive interest rates for its asset portfolio. This may adversely impact its business, its future financial performance. The value of its collateral may decrease or the Company may experience delays in enforcing its collateral when its customers default on their obligations to us, which may result in failure to recover the expected value of collateral and adversely affect its financial performance.

(C) External Risk Factors

(a) Material changes in regulations to which the Company is subject, could cause the Company's business to suffer

NBFCs in India are subject to detailed supervision and regulation by the RBI though currently NBFCs not accepting public deposits are exempt from most such provisions. In addition, the Company is subject generally to changes in Indian law, as well as to changes in Government regulations and policies and accounting principles. The RBI also requires the Company to make provisions in respect of NPAs. The provision made is equal to or higher than that prescribed under the prudential norms. Any changes in the regulatory framework affecting NBFCs including the provisioning for NPAs or capital adequacy requirements could adversely affect the profitability of the Company or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.

(b) Risk of Competition in Lending and Resource Raising Could Cause the Company's Business to Suffer

Competition in the financial sector has increased and is likely to increase further with the entry of various financial institutions including NBFCs and commercial banks in term lending. The Company faces stiff competition in raising resources for its business activities. However, the management of the Issuer believes that the Issuer's brand equity, reach and strategic alliances along with its resource base would provide the necessary strength to perform well in a competitive market.

(c) A Slowdown in Economic Growth in India Could Cause the Company's Business to Suffer

The Company's performance and the quality and growth of its assets are necessarily dependent on the health of the overall Indian economy. A slowdown in the Indian economy could adversely affect its business, including its ability to grow its asset portfolio, the quality of its assets, and its ability to implement its strategy. India's economy could be adversely affected by a general rise in interest rates, or various other factors affecting the growth of industrial, manufacturing and services sector or general down trend in the economy.

- (d) **Political instability or changes in the government could delay further liberalization of the Indian economy and adversely affect economic conditions in India generally, which could impact the Company's financial results and prospects**

The policies and initiatives of the government have supported the economic liberalization of the country. If there was to be any slowdown in the economic liberalisation, or a reversal of steps already taken, it could have an adverse effect on the Company's business. Financial difficulties and other problems in certain financial institutions in India could cause the Company's business to suffer. The Company is exposed to the risks of the Indian financial system, which in turn may be affected by financial difficulties, trends and other problems faced by certain Indian financial institutions. The problems faced by individual Indian financial institutions and any instability in or difficulties faced by the Indian financial system.

- (e) **Terrorist attacks, civil unrest and other acts of violence or war involving India and other countries could adversely affect the financial markets and the Company's business**

Terrorist attacks and other acts of violence or war may negatively affect the Indian markets and may also adversely affect the worldwide financial markets. These acts may also result in a loss of business confidence. In addition, adverse social, economic and political events in India could have a negative impact on the Company. Such incidents could also create a greater perception that investment in Indian companies involves a higher degree of risk and could have an adverse impact on the Company's business.

** The figures stated are as per the provisional financials for the half year ended 30th September, 2014.*

CHAPTER II - OTHER INFORMATION ABOUT THE ISSUER AND THE ISSUE

- (A) **NAME AND ADDRESS OF THE REGISTERED OFFICE OF THE ISSUER**

Name: Karvy Financial Services Limited

Registered Office: Karvy Financial Services Limited, Building No. 7, Office No. 762, 6th Floor, Solitaire Park, Andheri (East), Mumbai - 400 093, India

Corporate Office: Karvy Financial Services Limited, Building No. 7, Office No. 762, 6th Floor, Solitaire Park, Andheri (East), Mumbai: 400 093, Maharashtra, India

Website: www.karvyfinance.com

Contact Details: Mr Sunil Samdani, Chief Financial Officer

Date of incorporation: October 18, 2001

- (B) **(I) NAME AND OTHER DETAILS OF THE COMPLIANCE OFFICER**

Name: Mr. Sunil Samdani

Designation: Chief Financial Officer

Address: Karvy Financial Services Limited, Building No. 7, Office No. 762, 6th Floor, Solitaire Park, Andheri (East), Mumbai - 400 093, India.

Phone Number: +91-22-67875300

Email Id: sunil.samdani@karvy.com

(II) NAMES AND DESIGNATIONS OF THE OFFICIALS WHO ARE AUTHORISED TO ISSUE THE OFFER DOCUMENT.

Mr. Amit Saxena

Designation: Whole time Director & CEO

Mr. Sunil Samdani

Designation: Chief Financial Officer

(C) NAME AND ADDRESS OF THE CHIEF FINANCIAL OFFICER

Mr. Sunil Samdani

Address: Karvy Financial Services Limited, Building No. 7, Office No. 762, 6th Floor, Solitaire Park, Andheri (East), Mumbai - 400 093, India.

(D) NAME AND ADDRESS OF JOINT STATUTORY AUDITORS

1) Lalith Prasad & Co., Chartered Accountants

Address: 402, Golden Green Apartments, 6-3-542/1, Erram Manzil Colony, Panjagutta, Hyderabad – 500 082.

2) BSR & Associates, LLP, Chartered Accountants

Address: 8-2-618/2, Reliance Humsafar, Fourth Floor, Road No. 11, Banjara Hills, Hyderabad – 500 034.

(E) NAME AND ADDRESS OF ARRANGER

No arrangers have been appointed for this issue

(F) BRIEF SUMMARY OF BUSINESS/ACTIVITIES OF THE ISSUER AND ITS LINE OF BUSINESS

a. Overview

KFSL business activities can be broadly classified into a) Securities Finance and b) Retail Finance. Under Securities Finance, KFSL's product offering are Loan against Securities/Commodities, Loan against purchase of Securities/Commodities, Promoter funding, Initial Public Offer funding and Employee Stock Option funding. Under Retail Financing KFSL offers Loan against Property and Loan against Gold.

With this platform KFSL aims to a) create an all India distribution footprint and service complete spectrum of customers and b) offer complete Bouquet of Financial Services products with Capital Market Lending & Retails Finance Products. The Company's Rs.200 Crore short term debt program has been rated [ICRA]A1+ (SO) and Rs.750 Crore long term fund based bank lines has been rated as [ICRA]A+ (SO) by ICRA.

b. Corporate Structure

Karvy Stock Broking Ltd, holding company of KFSL is a member of the National Stock Exchange of India and the Bombay Stock Exchange, United Stock Exchange of India Limited

(USE), MCX Stock Exchange Ltd and ranks amongst the top stock brokers in India. It ranks amongst the top Depository Participant in India, registered with NSDL and CDSL. KARVY group is one of India's largest integrated financial services provider with a 25+ year operating history. KARVY covers the entire spectrum of financial services such as Stock Broking, Commodities Broking, Registry Services, Merchant Banking & Corporate Finance, Realty Services, Insurance Broking, and Distribution of Financial products like mutual funds, bonds, Personal Finance Advisory Services BPO Service and Technology Services space. KARVY has a pan-India presence with over 909 offices in 616 cities/town across India and overseas at Dubai, Singapore and New York.

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

Parameters (in Rs.cr)	FY 14	FY 13	FY 12	FY 11
Net worth	363.08	355.62	269.85	161.96
Dividends paid on Equity Shares	8.20	8.20	7.60	-
Distribution of Preference Dividend	16.70	8.25	-	-
Total Debt	1358.31	1180.94	676.22	212.31
Of which				
- Non Current Maturities of Long Term Borrowing	782.86	682.36	402.02	26.09
Interest Coverage Ratio (Cash profit after tax plus interest paid)	1.22	1.28	1.42	1.94
- Current Maturities of Long Term Borrowing	271.02	207.76	23.32	3.14
Net Fixed Assets	8.97	9.70	9.02	5.45
Non Current Assets	1257.44	732.32	403.34	69.02
Cash and Cash Equivalents	19.77	2.24	6.81	6.09
Current Investments	0.99	-	-	-
Current Assets	521.10	835.70	574.89	305.14
Current Liabilities	637.95	536.68	313.98	190.55
Assets Under Management	1,664.56	1476.03	920.71	349.94
Off Balance Sheet Assets	-	-	-	-
Interest Income	281.41	231.71	126.04	36.41
Interest Expense	162.96	122.96	64.36	11.85
Profit before tax	55.18	51.60	39.12	16.89
Provisioning & Write-offs **	0.30	1.39	1.83	0.89
PAT	36.35	34.63	26.71	11.11

Parameters (in Rs.cr)	FY 14	FY 13	FY 12	FY 11
Gross NPA (%)	0.15%	0.29%	0.44%	0.02%
Net NPA (%)	0.14%	0.26%	0.40%	0.01%
Tier I Capital Adequacy Ratio (%)	19.79%	22.34%	27.17%	44.00%
Tier II Capital Adequacy Ratio (%)	0.24%	-	-	-

** The figures stated under this heading are as per the latest audited figures available with the Issuer which are for the period FY11 to FY13 and unaudited figures for HIFY14*

**** Provisioning for Tax [18.83 crs]**

Gross Debt : Equity Ratio Of The Company¹

Before the issue of the Debentures	The gross debt equity ratio prior to the issuance of Debentures is 4.58 as on 31st October, 2014
After the issue of the Debentures	The gross debt equity ratio post issuance of Debentures (assuming full subscription) is 4.60 as on 31 st October 2014

a. Details of Branches or units of the Issuer

Sr. No.	Branch Name	City	District	State
1	Banjara Hills	Hyderabad	Hyderabad	Andhra Pradesh
2	Dilsukhnagar	Hyderabad	Hyderabad	Andhra Pradesh
3	Chandanagar	Hyderabad	Hyderabad	Andhra Pradesh
5	Secunderabad	Secunderabad	Hyderabad	Andhra Pradesh
6	Warangal	Warangal	Hyderabad	Andhra Pradesh
7	Kukatpally	Hyderabad	Hyderabad	Andhra Pradesh
8	Basavangudi	Bangalore	Bangalore	Karnataka
9	Rajaji Nagar	Bangalore	Bangalore	Karnataka
10	Yelahanka	Bangalore	Bangalore	Karnataka
11	Vijayanagar	Bangalore	Bangalore	Karnataka
12	Halasuru	Bangalore	Bangalore	Karnataka
13	Peenya	Bangalore	Bangalore	Karnataka
14	Rammurthy Nagar	Bangalore	Bangalore	Karnataka
15	Eluru	Eluru	Vijaywada	Andhra Pradesh
16	Guntur	Guntur	Vijaywada	Andhra Pradesh
17	Vijaywada Labbipet	Vijaywada	Vijaywada	Andhra Pradesh
18	Nellore	Nellore	Vijaywada	Andhra Pradesh

¹ For arriving at the post issue debt equity ratio, the current proposed issue amount is added to the aforesaid outstanding figure as on 30th September, 2014.

Sr. No.	Branch Name	City	District	State
19	Tirupati	Tirupati	Vijaywada	Andhra Pradesh
20	Governor Pet Vijaywada	Vijaywada	Vijaywada	Andhra Pradesh
21	Vizag	Vizag	Vizag	Andhra Pradesh
22	Rajahmundry	Rajahmundry	Vizag	Andhra Pradesh
23	Kakinada	Vizag	Vizag	Andhra Pradesh
24	Bhimavaram	Vizag	Vizag	Andhra Pradesh
25	Nanganallur	Chennai	Chennai	Tamil Nadu
26	Chrompet	Chennai	Chennai	Tamil Nadu
27	T Nagar	Chennai	Chennai	Tamil Nadu
28	Pcmc	Chinchwad	Pune	Maharashtra
29	Swargate	Pune	Pune	Maharashtra
30	Mg Road Pune	Pune	Pune	Maharashtra
31	Shivaji Nagar	Pune	Pune	Maharashtra
33	Sakinaka	Mumbai	Mumbai	Maharashtra
34	Chembur	Mumbai	Mumbai	Maharashtra
35	Kalyan	Kalyan	Thane	Maharashtra
36	Thane	Thane	Thane	Maharashtra
37	Vashi	Vashi	Raigad	Maharashtra
38	Borivali	Mumbai	Mumbai	Maharashtra
39	Dombivali	Dombivali	Thane	Maharashtra
40	Andheri (W)	Mumbai	Mumbai	Maharashtra
41	Vastrapura	Ahmedabad	Ahmedabad	Gujarat
42	Maninagar	Ahmedabad	Ahmedabad	Gujarat
43	Navrangpura	Ahmedabad	Ahmedabad	Gujarat
44	Bhopal Jyoti Square	Bhopal	Bhopal	Madhya Pradesh
45	Bhopal Tt Nagar	Bhopal	Bhopal	Madhya Pradesh
46	Maharani Rd. Indore	Indore	Indore	Madhya Pradesh
47	Indore Vijaya Nagar	Indore	Indore	Madhya Pradesh
48	Tughlakabad	Delhi	Delhi	Delhi
49	Uttam Nagar	Delhi	Delhi	Delhi
50	Gurgaon	Gurgaon	Gurgaon	Haryana
51	Laxmi Nagar	Delhi	Delhi	Delhi
52	Rohini	Delhi	Delhi	Delhi
53	Faridabad	Faridabad	Faridabad	Haryana
54	Lajpat Nagar	Delhi	Delhi	Delhi
55	Swaroop Nagar	Kanpur	Kanpur	Uttar Pradesh
56	Gomti Nagar	Lucknow	Lucknow	Uttar Pradesh
57	Agra Sanjay Place	Agra	Agra	Uttar Pradesh
59	Alam Bagh Lucknow	Lucknow	Lucknow	Uttar Pradesh
60	Mathura	Mathura	Mathura	Uttar Pradesh
62	Panchkula	Panchkula	Panchkula	Haryana
63	Ambala	Ambala	Ambala	Haryana
64	Panipat	Panipat	Panipat	Haryana

Sr. No.	Branch Name	City	District	State
65	Chandigarh	Chandigarh	Chandigarh	Chandigarh
66	Ludhiana	Ludhiana	Ludhiana	Punjab
67	Patiala	Patiala	Patiala	Punjab
68	Dehradun	Dehradun	Dehradun	Uttaranchal
69	Jaipur	Jaipur	Jaipur	Rajasthan
70	Jaipur 2	Jaipur	Jaipur	Rajasthan
71	Sri Ganganagar	Sri Ganganagar	Sri Ganganagar	Rajasthan
72	Pondicherry	Pondicherry	Pondicherry	Pondicherry
73	Hosur	hosur	Krishnagiri	Tamil Nadu
74	Mysore	mysore	mysore	Karnataka

b. Brief summary of business activities of the subsidiaries of the Issuer with details of branches or units of such subsidiaries

N.A.

c. Brief particulars of the Management of the Issuer

A. BOARD OF DIRECTORS

The Issuer's day-to-day operations are conducted by the Board of Directors. For details of the current individual directors, please refer to "Details of the current directors of the Issuer".

B. COMMITTEES OF THE BOARD

a) Audit Committee (Constituted under the Act)

The Audit Committee comprises of the following Directors:

- (i) Mr. M. Yugandhar, Director
- (ii) Mr. B.D. Narang, Director
- (iii) Mr. Sanjeev Sehrawat, Director
- (iv) Mr. V. Mahesh, Director
- (v) Mr. Amit Saxena, Wholetime Director & CEO

The Audit Committee also functions as an Audit Committee for purposes of the Act as well as the RBI directions for NBFC.

The terms of reference of the Audit Committee include continuous monitoring of businesses, risks and support functions, review of key performance indicators, follow up of outstanding audit issues and monitoring status of management action plans, overseeing the audit functions including concurrent and internal audit, reviewing internal control systems and ensuring compliance of the same, risk management as well as compliance of corporate laws and RBI guidelines.

b) Borrowing Committee

The Borrowing Committee has been set up for taking requisite steps for availing bank lines and all types of borrowings and taking all necessary steps in respect thereof. The Borrowing Committee comprises of the following Directors:

- (i) Mr. M. Yugandhar, Director
- (ii) Mr. V. Mahesh, Director
- (iii) Mr. Amit Saxena, Wholetime Director & CEO

c) Debenture Issuance and Allotment Committee

The Debenture Issuance and Allotment Committee has been set up for taking requisite steps for issuances of Debentures and taking all necessary steps in respect of issuance and allotment of debentures and other debt issuances. The Debenture Issuance and Allotment Committee comprises of the following Directors:

- (i) Mr. Yugandhar, Director
- (ii) Mr. V. Mahesh, Director
- (iii) Mr. Amit Saxena, Wholetime Director & CEO

d) Nomination and Remuneration Committee

The members of the nomination and remuneration committee are:

- (i) Mr. M. Yugandhar, Director
- (ii) Mr. V. Mahesh, Director

The nomination and remuneration committee supports and advises the Board in relation to the selection and appointment of senior management and Directors who are able to meet the needs of the Company and the ongoing evaluation and review of the performance of the Board. The Committee has the overall responsibility of approving and evaluating the compensation plans, policies and programs for Executive Directors and Senior Management of the Company.

e) Investment Committee

The members of the Investment Committee are:

- (i) Mr. M. Yugandhar, Director
- (ii) Mr. V. Mahesh, Director
- (iii) Mr. Amit Saxena, Wholetime Director & CEO

The Investment Committee considers and decide on the deployment of funds by the company in various securities and fixed deposits.

f) Share Allotment Committee

The Share Allotment Committee of the Board of Directors of the Issuer comprises of:

- (i) Mr. V. Mahesh, Director
- (ii) Mr. Amit Saxena, Wholetime Director & CEO

The Share Allotment Committee is responsible for taking all necessary steps to complete formalities involved in allotment of shares and/or other securities issued by the Issuer; execute and issue allotment advice, Letters of Allotment and certificates thereof and to do all other acts and deeds as may be necessary and incidental in this regard.

g) Corporate Social Responsibility Committee

The Corporate Social Responsibility Committee of the Board of Directors of the Issuer comprises of:

- (i) Mr. B.D. Narang, Director
- (ii) Mr. M. Yugandhar, Director
- (iii) Mr. Amit Saxena, Whole time Director & CEO

The Corporate Social Responsibility Committee is responsible for framing, implementation and monitoring of CSR policy and to do all other acts and deeds as may be necessary and incidental in this regard.

In addition to the above mentioned Board committees, the following committees are formed to assist the Board:

a) Asset Liability Management Committee

ALMC would be responsible for monitoring market risk management systems compliance with the asset liability management policy and prudent gaps and tolerance limits and reporting systems set out by the Board of Directors and ensuring adherence to the RBI guidelines issued in this behalf from time to time.

b) Risk Management Committee

The Risk Management committee reviews the external risk, monitors the portfolio and accordingly takes proactive policy corrections for risk mitigation.

c) Credit Committee

The Credit committee is constituted to take decisions on matters pertaining to disbursement of loans.

(G) A BRIEF HISTORY OF THE ISSUER SINCE ITS INCORPORATION GIVING DETAILS OF ITS ACTIVITIES INCLUDING ANY REORGANIZATION, RECONSTRUCTION OR AMALGAMATION, CHANGES IN ITS CAPITAL STRUCTURE, (AUTHORIZED, ISSUED AND SUBSCRIBED) AND BORROWINGS, IF ANY:

(i) NAME OF THE COMPANY

Karvy Financial Services Limited was incorporated as a private limited company, “Criterion Financial Services Private Limited” under the provisions of the Companies Act, 2013, by a certificate dated October 18, 2001, issued by Registrar of Companies, Andhra Pradesh. Subsequently, the name of our Company was changed to Karvy Financial Services Private Limited and a Fresh Certificate of Incorporation consequent upon change of name dated April 07, 2005 was issued by the Registrar of Companies of Andhra Pradesh. The status of our company was changed from a private limited company to a public limited company vide a fresh certificate of incorporation dated August 29, 2005 issued by the Registrar of Companies, Andhra Pradesh.

(ii) CHANGE IN REGISTERED OFFICE OF THE COMPANY

At the time of incorporation, the registered office of the company was situated at Karvy House, 46, Avenue 4, Street No 1, Banjara Hills, Hyderabad – 500 034, Andhra Pradesh, India, the registered office of the Company was shifted to its present registered office, Building No. 7, Office No. 762, 6th Floor, Solitaire Park, Andheri (East), Mumbai: 400 093, Maharashtra, India, for administrative convenience.

Registration:

Karvy Financial Services Limited (KFSL) is a subsidiary of Karvy Stock Broking Ltd (KSBL). The Company holds a certificate of registration dated October 25, 2012, bearing registration no. N-13.02033, (issued in lieu of COR No. N-09.00425 dated April 29, 2009), as a Non-Banking Financial Company (not accepting public deposits) - Systemically Important, issued by the RBI to carry on activities of a NBFC under section 45 IA of the RBI Act, 1934 and commenced its operations in June 2009. The Company has not undergone any reorganization, reconstruction or amalgamation, since incorporation.

CAPITAL OF THE ISSUER

(iii) DETAILS OF SHARE CAPITAL AS ON THE LAST QUARTER END I.E. 30th SEPTEMBER, 2014

Sr. No.	Share Capital	Aggregate Nominal Value(Rs.)
A.	Authorized Share Capital	
	[10,50,00,000] Equity Shares of Rs.10/- each.	1,05,00,00,000
	[10,00,00,000] Compulsorily Convertible Cumulative Preference Shares of Rs. 10/- each.	1,00,00,00,000
	Total	2,05,00,00,000
B.	Issued, Subscribed and Paid-up Share Capital	
	[5,10,00,000] Equity Shares of Rs.10/- each.	51,00,00,000
	[10,00,00,000] Compulsorily Convertible Cumulative Preference Shares of Rs. 10/- each.	1,00,00,00,000
	Total	1,51,00,00,000

CAPITAL STRUCTURE ALONGWITH OTHER INFORMATION AS REQUIRED UNDER THE RULES

Authorized Share Capital	Please see 1A above
Issued, Subscribed and Paid-up Share Capital	Please see 1B above
Size of the issue	Rs. 10,00,00,000/- (Rupees Ten Crores Only)
Paid-up Capital after the Issue	This being an issuance of Debentures, the paid-up capital does not change.
Paid-up Capital after conversion of Convertible Instruments (if applicable)	NA
Share Premium Account before the Issue	NA
Share Premium Account after the Issue	NA

DETAILS OF EXISTING SHARE CAPITAL OF THE ISSUER (OTHER THAN ALLOTMENTS MADE IN THE LAST ONE YEAR FROM THE DATE OF THIS OFFER DOCUMENT)

Date of Allotment	No. of Shares Allotted	Face Value of Shares Allotted	Price of Shares Allotted	Form of Consideration
19.10.2001	5,000	10	10	Cash
19.10.2001	5,000	10	10	Cash
31.03.2005	49,90,000	10	10	Cash
31.03.2009	50,00,000	10	10	Cash
17.07.2009	20,00,000	10	50	Cash
11.09.2009	28,00,000	10	50	Cash
13.11.2009	10,00,000	10	50	Cash
07.01.2010	12,00,000	10	50	Cash
11.02.2010	1,10,00,000	10	50	Cash
13.10.2010	20,00,000	10	50	Cash
11.03.2011	50,00,000	10	50	Cash
24.03.2011	30,00,000	10	50	Cash
29.03.2012	30,00,000	10	50	Cash

For further details, please refer to Section (v) below.

DETAILS OF ALLOTMENTS MADE IN THE LAST ONE YEAR (FROM THE DATE OF THIS OFFER DOCUMENT)

Date of Allotment	No. of Shares Allotted	Face Value of Shares Allotted	Price of Shares Allotted	Form of Consideration	Allotments made for consideration other than cash	Details of consideration
31.05.2014	50,00,000	10	50	Other than cash		Conversion of CCCPS into equity share capital
01.09.2014	50,00,000	10	50	Other than cash		Conversion of CCCPS into equity share capital

(iv) CHANGES IN ISSUER'S CAPITAL STRUCTURE AS ON THE LAST QUARTER END I.E. 30TH SEPTEMBER, 2014 FOR THE LAST FIVE YEARS

Date of Change (AGM / EGM)	Rs.	Particulars
Extra-ordinary General Meeting Dated : 22.03.2005	5,00,00,000 (Rupees five crores only)	Authorised Capital increased from Rs. 5,00,00,000 to Rs. 5,00,00,000
Extra-ordinary General Meeting Dated : 27.02.2009	10,00,00,000 (Rupees ten crores only)	Authorised Capital increased from Rs. 5,00,00,000 to Rs. 10,00,00,000
Extra-ordinary General Meeting Dated : 12.06.2009	17,00,00,000 (Rupees seventeen crores only)	Authorised Capital increased from Rs. 10,00,00,000 to Rs. 17,00,00,000
Extra-ordinary General Meeting Dated : 09.01.2010	30,00,00,000 (Rupees thirty crores only)	Authorised Capital increased from Rs. 17,00,00,000 to Rs. 30,00,00,000
Extra-ordinary General Meeting Dated : 23.11.2010	40,00,00,000 (Rupees forty crores only)	Authorised Capital increased from Rs. 30,00,00,000 to Rs. 40,00,00,000
Extra-ordinary General Meeting Dated : 24.03.2011	55,00,00,000 (Rupees fifty five crores only)	Authorised Capital increased from Rs. 40,00,00,000 to Rs. 55,00,00,000
Extra-ordinary General Meeting Dated : 27.03.2012	1,300,000,000 (Rupees one hundred and thirty crores only)	Authorised Capital increased from Rs. 55,00,00,000 to Rs. 130,00,00,000
Extra-ordinary General Meeting Dated : 20.03.2013	2,050,000,000 (Rupees two hundred and five crores only)	Authorised Capital increased from Rs. 130,00,00,000 to Rs. 205,00,00,000
Extra-ordinary General Meeting Dated : 04.09.2014	2,050,000,000 (Rupees two hundred and five crores only)	Authorised capital reclassified into 105,000,000 equity shares of Rs. 10/- each and 100,000,000 11% Compulsorily Convertible Cumulative Preference Shares of Rs. 10/- each

(v) EQUITY SHARE CAPITAL HISTORY OF THE ISSUER AS ON LAST QUARTER END I.E. 30th SEPTEMBER, 2014 FOR THE LAST FIVE YEARS

Sr. No	Date of Allotment	No of Equity Shares	Face Value (Rs)	Issue Price (Rs.)	Consideration (Rs.)	Nature of Allotment	Cumulative		
							No of equity shares	Equity Share Capital (Rs.)	Equity Share Premium (in Rs.)
1	19.10.2001	5,000	10	10	Cash	*Equity Shares allotted to J. Ramaswamy	5,000	50,000	Nil
2	19.10.2001	5,000	10	10	Cash	*Equity Shares allotted to Uma Maheshwara Reddy	5,000	50,000	Nil
3	31.03.2005	49,90,000	10	10	Cash	*Equity Shares allotted to Karvy Investor Services Limited	49,90,000	49,900,000	Nil
4	31.03.2009	50,00,000	10	10	Cash		50,00,000	50,000,000	Nil
5	17.07.2009	20,00,000	10	50	Cash	Equity Shares allotted to Karvy Comtrade Limited	20,00,000	20,000,000	40
6	11.09.2009	28,00,000	10	50	Cash	Equity Shares allotted to Karvy Stock Broking Limited	28,00,000	28,000,000	40
7	13.11.2009	10,00,000	10	50	Cash	Equity Shares allotted to Karvy Comtrade Limited	10,00,000	10,000,000	40
8	07.01.2010	12,00,000	10	50	Cash	Equity Shares allotted to Karvy Stock Broking Limited	12,00,000	12,000,000	40
9	11.02.2010	1,10,00,000	10	50	Cash	Karvy Stock Broking Limited	1,10,00,000	110,000,000	40
10	13.10.2010	20,00,000	10	50	Cash		20,00,000	20,000,000	40
11	11.03.2011	50,00,000	10	50	Cash	Equity Shares allotted to Karvy Comtrade Limited	50,00,000	50,000,000	40
12	24.03.2011	30,00,000	10	50	Cash		30,00,000	30,000,000	40
13	29.03.2012	30,00,000	10	50	Cash	Karvy Holdings Limited	30,00,000	30,000,000	40
14	31.05.2014	50,00,000	10	50	Other than cash	Conversion of CCCPS into equity shares being allotted to Karvy Realty (India) Limited	50,00,000	50,000,000	40
15	01.09.2014	50,00,000	10	50	Other than cash		50,00,000	50,000,000	40

* The shares have been subsequently transferred and are held by Karvy Stock Broking Limited.

(vi) DETAILS OF ANY ACQUISITION OR AMALGAMATION IN THE LAST 1 YEAR

N/A

(vii) DETAILS OF ANY REORGANIZATION OR RECONSTRUCTION IN THE LAST 1 YEAR

Type of Event	Date of Announcement	Date of Completion	Details
N/A	-	-	-

(viii) DETAILS OF SHAREHOLDING OF THE ISSUER AS ON THE LATEST QUARTER END I.E. 30TH SEPTEMBER, 2014

(I) Equity Shareholding Pattern of the Issuer as on the last quarter end i.e. 30th September, 2014

Sr. No.	Particulars	Total No. of equity shares	No. of Shares in Demat form	Total shareholding as % of total no of equity shares
1	Karvy Stock Broking Limited	2,69,99,994	--	52.94
2	C. Parthasarathy rep KSBL	1	--	0.00
3	M. Yugandhar rep KSBL	1	--	0.00
4	M.S. Ramakrishna rep KSBL	1	--	0.00
5	M. Uma Maheswara Reddy rep KSBL	1	--	0.00
6	J. Ramaswamy rep KSBL	1	--	0.00
7	V. Mahesh rep KSBL	1	--	0.00
8	Karvy Comtrade Limited	1,10,00,000	--	21.57
9	Karvy Holdings Limited	30,00,000	--	5.88
10	Karvy Realty (India) Limited	1,00,00,000	10,00,00,000	19.61
	Total	5,10,00,000	10,00,00,000	100.00

Note: - None of the Shares are pledged or encumbered by the promoters

(II) Preference Shares holding Pattern of the Issuer as on the last quarter end i.e. 30th September, 2014

Sr. No	Name of the Shareholders	Total No. of 11% Compulsorily Convertible Cumulative Preference Shares (CCCPS) held @ Rs. 10 each	No. of Shares in Demat form	% of Holding
1	Karvy Holdings Limited	7,50,00,000	--	75
2	Karvy Realty (India) Limited	2,50,00,000	2,50,00,000	25
	Total	10,00,00,000	2,50,00,000	100

(III) List of top 10 holders of equity shares of the Issuer as on the latest quarter end i.e. 30th September, 2014

Sr. No.	Name of the Shareholders	Total No of Equity Shares	No. of shares in Demat form	Total shareholding as % of total on of equity shares
1	Karvy Stock Broking Limited	2,70,00,000	-	52.94
2	Karvy Comtrade Limited	1,10,00,000	-	21.57
3	Karvy Realty (India) Limited	1,00,00,000	1,00,00,000	19.61
3	Karvy Holdings Limited	30,00,000	-	5.88
	Total	5,10,00,000	1,00,00,000	100

(ix) DETAILS REGARDING THE DIRECTORS OF THE ISSUER

(I) Details of the current directors of the Company as on 30th September, 2014:

Name, Designation and DIN	Age/DOB	Address	Director of the Company since	Occupation	Remuneration (During the current year and last three financial years)	Details of Other Directorship
Yugandhar Meka Designation: Director DIN : 00012265	62 Years	Plot No 22, Nandagiri Hills, Road No 69, Jubilee Hills, Hyderabad, 500033, Andhra Pradesh, India	22/03/2005	Business	-	Karvy Stock Broking Limited Karvy Consultants Limited Karvy Computershare Private Limited Karvy Comtrade Limited Karvy Global Services Limited Karvy Global Services Inc, USA Karvy Inc, USA Karvy Investment Advisory Services Limited (Formerly known as Karvy Insurance Broking Limited) Karvy Investor Services Limited Nova consultants

Name, Designation and DIN	Age/DOB	Address	Director of the Company since	Occupation	Remuneration (During the current year and last three financial years)	Details of Other Directorship
						Limited Pokarna Limited Pokarna Engineered Stone Ltd Rainbow Children's Medicare Pvt Ltd Fakhro Karvy Computershare W.L.L (Formerly known as Bahrain Shares Registering Company WLL)
Mahesh Vijayagopal Designation : Director DIN : 00800219	49 Years	Road No.7, Banjara hills, 8-2-393/B/404, Flat No.404, Mount Meru Apartments,, Hyderabad, 500034, Andhra Pradesh, India	17/07/2009	Service	-	Buoyant Consultants Pvt Ltd Karvy Realty (India) Limited Contours Motors & Dealers Private Limited Karvy Data Management Services Limited Karvy Realty & Services Limited Efin Services (India) Private Limited Karvy Forex & Currencies Private Limited Karvy Capital Limited Karvy Insurance Repository Limited Karvy Holdings Limited Karvy Global Services Limited

Name, Designation and DIN	Age/DOB	Address	Director of the Company since	Occupation	Remuneration (During the current year and last three financial years)	Details of Other Directorship
Amit Saxena Designation : Whole time Director & CEO DIN : 05248652	40Years	Flat 401/402, 4th FLR, Vaibhav Bldg, Union Park, Pali Hill, Nr Blue Restaurant, Bandra West, Mumbai - 400050, Maharashtra, India	26/03/2012	Service	Paid CTC as on 30/09/2014: Rs. 8,228,353/- (approx.) Paid CTC for FY2013-14: Rs. 24,456,455/- Paid CTC for FY2012-13: Rs. 22,956,455/- Paid CTC for FY2011-12: Rs. 16,305,020/-	Karvy Holdings Limited
Name : Bhagwan Das Narang Designation : Director DIN : 00038052	69 Years	B-69 G F, Gulmohar Park, New Delhi – 110049.	31/10/2012	Business	-	Shivam Autotech Limited Jubilee Hills Landmark Projects Private Limited Dish TV India Limited Va Tech Wabag Limited Revathi Equipment Limited Karvy Stock Broking Limited Lakshmi Precision Screws Limited Multiples Equity Fund Trustee Private Limited Potential Semac Consultants Private Limited Arvind Techno Engineers Private Limited Ovington Finance Private Limited Value Hydrocarbon PTE Limited (Singapore)

Name, Designation and DIN	Age/DOB	Address	Director of the Company since	Occupation	Remuneration (During the current year and last three financial years)	Details of Other Directorship
Name : Sanjeev Sehrawat Designation: Director DIN : 02887484	45 Years	1201, 12TH FLR, Akruti Nova-A-BLDG, Saiwadi, N S Phadke Road, Andheri East, Mumbai Maharashtra India 400069	31/10/2012	Service	-	Tebma Shipyards Limited Clininvest Holdings Private Limited Vijay Nirman Company Private Limited Tuksai Agri Partners Krishna Institute of Medical Sciences Limited

None of the current directors are appearing in the RBI defaulter list and/or ECGC default list, if any.

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

Name, Designation and DIN	Date of Appointment / Resignation	Director of the Company since (in case of resignation)	Remarks
Mahesh Vijayagopal Designation: Director DIN : 00800219	Appointment 17/07/2009	--	Appointed as a Director
Amit Saxena Designation : Whole time Director DIN : 05248652	Appointment 26/03/2012	--	(i)Appointed as an additional director at board meeting held on 26.03.2012. (ii) Appointed at the Board meeting as Whole time Director w.e.f. 01.04.2012. (iii) Appointment as whole time director ratified at the Shareholders Meeting held on 30.05.2012.
Bhagwan Das Narang Designation : Director DIN : 00038052	Appointment 31/10/2012	--	(i) Appointed as Additional Director at Board meeting held on 31.10.2012. (ii). Appointed as Director u/s. 257 at 12 th Annual General meeting of the Company held on 29.04.2013.

Sanjeev Sehrawat Designation: Director DIN : 02887484	Appointment 31/10/2012	--	(i) Appointed as Additional Director at Board meeting held on 31.10.2012. (ii). Appointed as Director u/s. 257 at 12 th Annual General meeting of the Company held on 29.04.2013.
Siva Ramakrishna Mulpuri Designation : Director DIN : 00021606	Resignation 16/09/2014	22/03/2005	Resigned from the office of Director of the company w.e.f. 16.09.2014.

(x) DETAILS REGARDING AUDITORS OF THE ISSUER

(I) Details of the auditor of the Issuer : -

Name	Address	Auditor Since
Lalith Prasad & Co., Chartered Accountants	#402, Golden Green Apartments, 6-3-542/1, Erram Manzil Colony, Panjagutta, Hyderabad – 500 082.	Appointed as Joint statutory auditors with Lalith Prasad & Co. in the Annual General Meeting held on 13.05.2014.
BSR & Associates, Chartered Accountants	8-2-618/2, Reliance Humsafar, Fourth Floor, Road No. 11, Banjara Hills, Hyderabad – 500 034.	

(II) Details of change in the auditor of the Issuer in the last three years : -

Name	Address	Date of Appointment / Resignation	Auditor of the Company since (in case of resignation)	Remarks
BSR & Associates, Chartered Accountants	8-2-618/2, Reliance Humsafar, Fourth Floor, Road No. 11, Banjara Hills, Hyderabad – 500 034.	13-05-2014	--	Appointed as Joint statutory auditors with Lalith Prasad & Co. in the Annual General Meeting held on 13.05.2014.

(xi) DETAILS OF BORROWINGS OF THE ISSUER, AS ON LATEST QUARTER END I.E. 30TH SEPTEMBER, 2014 #

(I) Details of Secured Loan Facilities :-

Lender's Name	Type of Facility	Amt Sanctioned (Rs. Crores)	Principal Amount Outstanding (Rs. Crores)	Repayment Date / Schedule	Security
State Bank of India	Term Loan	150.00	90.00	5 half yearly installment; starting from February 2014	First pari passu charge on the receivables pertaining to loan against property, loan against commodities and loan against gold of the borrower.
Oriental Bank of Commerce	Term Loan	100.00	66.62	12 quarterly installment; starting from December 2013	
Indian Overseas Bank	Term Loan	70.00	69.85	4 half yearly installment; starting from June 2015	
Axis Bank	Term Loan	50.00	4.17	12 quarterly installment; starting from February 2012	
Karur Vysya Bank	Term Loan	50.00	24.98	6 half yearly installment; starting from September 2013	
IDBI Bank	Term Loan	50.00	37.50	4 half yearly installment; starting from July 2014	
State Bank of Hyderabad	Term Loan	50.00	41.66	6 half yearly installment; starting from June 2014	
Corporation Bank	Term Loan	50.00	41.67	6 half yearly installment; starting from May 2014	
Central Bank of India	Term Loan	50.00	34.96	4 half yearly installment; starting from October 2013	
Jammu & Kashmir Bank	Term Loan	50.00	41.67	6 half yearly installment; starting from September 2014	
Andhra Bank	Term Loan	30.00	18.46	13 quarterly installment; starting from August 2013	
Lakshmi Vilas Bank	Term Loan	25.00	9.98	10 quarterly installment; starting from April 2013	
Vijaya Bank	Term Loan	25.00	25.00	8 quarterly installment; starting from May 2015	
Bank of India	Term Loan	150.00	149.94	16 quarterly installment; starting from	

Lender's Name	Type of Facility	Amt Sanctioned (Rs. Crores)	Principal Amount Outstanding (Rs. Crores)	Repayment Date / Schedule	Security
				November 2014	
Bank of Maharashtra	Term Loan	50.00	49.98	4 half yearly installment; starting from December 2015	
Dena Bank	Term Loan	50.00	50.00	4 half yearly installment starting from September 2016	
Bank of Baroda	Term Loan	50.00	50.00	16 quarterly installment starting from June 2015	
Canara Bank	Term Loan	100.00	100.00	8 half yearly installment starting from November 2015	
IDBI Bank	Term Loan	50.00	50.00	4 half yearly installment; starting from February 2017	
Lakshmi Vilas Bank	Term Loan	25.00	25.00	12 quarterly installment starting from May 2015	
Indian Overseas Bank	Term Loan	50.00	50.00	4 half yearly installment; starting from March 2017	
State Bank of Hyderabad	Term Loan	50.00	50.00	6 half yearly installment; starting from March 2016	
Axis Bank	Working Capital	50.00	11.21	Renewable Annually	
IDBI Bank	Working Capital	50.00	50.00	Renewable Annually	
Indian Overseas Bank	Working Capital	50.00	14.18	Renewable Annually	
Kotak Mahindra Bank	Working Capital	30.00	30.00	Renewable Annually	
State Bank of Mauritius	Working Capital	25.00	0.08	Renewable Annually	
Aditya Birla Finance Limited	Loan Against Securities	30.00	19.01	Renewable Annually	Basket of securities as per the approved list
Citicorp Finance (India) Limited	Loan Against Securities	25.00	24.93	Renewable Annually	
Kotak Mahindra Investments Limited	Loan Against Securities	20.00	18.48	Renewable Annually	

Lender's Name	Type of Facility	Amt Sanctioned (Rs. Crores)	Principal Amount Outstanding (Rs. Crores)	Repayment Date / Schedule	Security
JM Financials Products Ltd.	Loan Against Securities	30.00	17.50	Renewable Annually	
Total		1,635.00	1,266.83		

(II) Details of Unsecured Loan Facilities :-

Lender's Name	Type of Facility	Amt Sanctioned (Rs. Crores)	Principal Amount Outstanding (Rs. Crores)	Repayment Date / Schedule
Union Bank of India	Loan against FD *	25.00	25.00	Renewable with FD Rollover
Lakshmi Vilas Bank	Term Loan	30.00	30.00	4 quarterly installment starting from March 2015
Karvy Group Companies	ICD	5.92	5.92	Different Maturity Dates within 1 year
Others	ICD	24.00	24.00	
Total		84.92	84.92	

* Loan taken from Union Bank of India is secured by fixed deposit placed by the parent company.

(III) Details of Non Convertible Debentures :-

Debenture Series	Tenor/ Period of Maturity (in Days)	Coupon	Amount	Date of Allotment	Redemption on Date/Schedule	Credit Rating	Secured/ Unsecured	Principle Terms of Assets Charged
A4	1216	Gold Linked	1,82,00,000	15-Dec-10	10-Mar-14	Unrated	Secured	
A5	1219	Gold Linked	50,00,000	15-Dec-10	3-Apr-14	Unrated	Secured	
B1	1218	Nifty Linked	80,00,000	15-Dec-10	2-Apr-14	Unrated	Secured	
B2	1218	Nifty Linked	91,00,000	17-Jan-11	5-May-14	Unrated	Secured	
B3	1217	Nifty Linked	10,00,00,000	21-Dec-10	7-Apr-14	PP-MLD-[ICRA]A	Secured	
B5	1217	Nifty & Gold Linked	50,00,000	17-Feb-11	3-Jun-14	Unrated	Secured	
B10	1217	Nifty Linked	2,87,00,000	10-Jun-11	25-Sep-14	Unrated	Secured	
A6	1218	Gold Linked	3,01,00,000	15-Jun-11	1-Oct-14	Unrated	Secured	

Debenture Series	Tenor/Period of Maturity (in Days)	Coupon	Amount	Date of Allotment	Redemption on Date/Schedule	Credit Rating	Secured/Unsecured	Principle Terms of Assets Charged
A7	1206	Gold Linked	1,00,00,000	19-Sep-11	24-Dec-14	PP-MLD-[ICRA]A	Secured	
A8	1218	Gold Linked	2,45,00,000	13-Oct-11	29-Jan-15	PP-MLD-[ICRA]A	Secured	
A9	1218	Gold Linked	75,00,000	13-Oct-11	29-Jan-15	Unrated	Secured	
A10	1220	Gold Linked	1,00,00,000	21-Nov-11	11-Mar-15	PP-MLD-[ICRA]A	Secured	
B18	1217	Nifty Linked	35,00,000	14-Mar-12	30-Jun-15	PP-MLD-[ICRA]A	Secured	
B21	1235	Nifty Linked	1,95,00,000	27-Jul-12	30-Nov-15	PP-MLD-[ICRA]A	Secured	
B22	1218	Nifty Linked	1,07,00,000	25-Jun-12	12-Oct-15	PP-MLD-[ICRA]A	Secured	
B23	730	Nifty Linked	1,15,00,000	14-Aug-12	31-Jul-14	PP-MLD-[ICRA]A	Secured	
B24	1237	Nifty Linked	1,01,00,000	24-Aug-12	30-Dec-15	PP-MLD-[ICRA]A	Secured	
B27	733	Nifty Linked	80,00,000	26-Oct-12	15-Oct-14	PP-MLD-[ICRA]A	Secured	
B28	1161	Nifty Linked	1,07,00,000	02-Nov-12	30-Dec-15	PP-MLD-[ICRA]A	Secured	
B29	1216	Nifty Linked	70,00,000	10-Dec-12	30-Mar-16	PP-MLD-[ICRA]A	Secured	
B30	455	Nifty Linked	1,60,00,000	10-Dec-12	28-Feb-14	PP-MLD-[ICRA]A	Secured	
B31	822	Nifty Linked	70,00,000	13-Dec-12	06-Mar-15	PP-MLD-[ICRA]A	Secured	
B32	1221	Nifty Linked	1,20,00,000	06-Mar-13	30-Jun-16	PP-MLD-[ICRA]A	Secured	
B33	463	Nifty Linked	1,80,00,000	22-May-13	28-Aug-14	PP-MLD-[ICRA]A	Secured	
B35	456	Nifty Linked	4,80,00,000	06-Dec-13	27-Feb-15	PP-MLD-[ICRA]A	Secured	
B36	822	Nifty Linked	90,00,000	17-Jan-14	11-Apr-16	PP-MLD-[ICRA]A	Secured	
B37	457	Nifty Linked	90,00,000	13-Jan-14	03-Jun-15	PP-MLD-[ICRA]A	Secured	
B38	457	Nifty Linked	1,20,00,000	25-Sep-14	16-Dec-15	PP-MLD-[ICRA]A	Secured	
B39	456	Nifty Linked	3,70,00,000	21-Oct-2014	14-01-2016	PP-MLD-[ICRA]A	Secured	

(IV) List of Top 10 Debenture Holders as on 31st October, 2014:

Sr No	NAME OF THE CLIENTS	INVESTMENT AMOUNT
1	PRATEEK SRIVASTAVA	1,90,00,000
2	HARISH SHAH	1,25,00,000
3	SUBHENDU ROY	1,00,00,000
4	ALYQUE PADAMSEE	1,00,00,000
5	SOMNATH BALLAV	80,00,000
6	SUJITENDRA KRISHNA DEB	60,00,000
7	KSHAMA RANGARAJAN	55,00,000
8	RAVISHANKER RAMAN	55,00,000
9	SANJOY SEN	50,00,000
10	MAYANK JASHWANTLAL SHAH	50,00,000

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

N/A

- (VI) Details of Commercial Paper as on the latest quarter end 30th September, 2014:-

Sr. No.	Maturity Date	Principal Amount Outstanding (Rs. Crores)
1	4-Dec-14	25.00
2	28-Jan-15	25.00
3	27-Mar-15	25.00
4	19-May-15	25.00
5	21-Oct-14	25.00
6	17-Apr-15	15.00
7	11-Nov-14	10.00
8	24-Sep-15	25.00
9	25-Nov-14	40.00
10	24-Dec-14	25.00
11	24-Dec-14	10.00

- (VII) Details of rest of the borrowings (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on 30th September, 2014:

Party Name (in case of Facility)/Instrument	Type of Facility / Instrument	Amount Sanctioned / Issued	Principal Amount outstanding	Repayment Date/ Schedule	Credit Rating	Secured / Unsecured	Principle Terms of Assets Charged
N/A	-	-	-	-	-	-	-

The figures stated are as per the provisional financials for the half year ended 30th September, 2014.

- (VIII) Details of all default/s and/or delay in payments of interest and principal of any kind of term loans, debt securities and other financial indebtedness including corporate guarantee issued by the Issuer, in the past 5 years.

None

- (IX) Details of all default/s if any, including therein the amount involved, duration of default and present status in repayment statutory dues, debenture and interest thereon, deposits and interest thereon, loans from any bank or financial institution and interest therein.

None

- (X) Details of any outstanding borrowings taken/ debt securities issued where taken / issued (i) for consideration other than cash, whether in whole or part, (ii) at a premium or discount, or (iii) in pursuance of an option;

None

- (XI) DETAILS OF PROMOTERS OF THE ISSUER:- DETAILS OF PROMOTER HOLDING IN THE ISSUER AS ON THE LATEST QUARTER END I.E. 30TH SEPTEMBER, 2014:

Sr. No.	Name of the shareholders	Total No of Equity Shares	No of shares in demat form	Total shareholding as % of total no of equity shares	No of Shares Pledged	% of Shares pledged with respect to shares owned
1	Karvy Stock Broking Limited	2,70,00,000	Nil	52.94	Nil	Nil
2	Karvy Comtrade Limited	1,10,00,000	Nil	21.57	Nil	Nil
3	Karvy Realty (India) Limited	1,00,00,000	1,00,00,000	19.61	Nil	Nil
4	Karvy Holdings Limited	30,00,000	Nil	5.88	Nil	Nil
	Total	5,10,00,000	1,00,00,000	100.00		

(XII) **ABRIDGED VERSION OF AUDITED CONSOLIDATED (WHEREVER AVAILABLE) AND STANDALONE FINANCIAL INFORMATION (LIKE PROFIT & LOSS STATEMENT, BALANCE SHEET AND CASH FLOW STATEMENT) FOR AT LEAST LAST THREE YEARS AND AUDITOR QUALIFICATIONS , IF ANY.**

(a) Balance Sheet related information

	Particulars (Rs. Crores)	As at 31.03.2014	As at 31.03.2013	As at 31.03.2012
I.	EQUITY AND LIABILITIES			
1)	Shareholders' Funds			
	(a) Share Capital	191.00	191.00	116.00
	(b) Reserves and Surplus	172.08	164.63	153.85
	Sub-total (1)	363.08	355.63	269.85
2)	Non-current Liabilities			
	(a) Long-term Borrowings	782.86	682.36	402.02
	(b) Deferred Tax Liability (Net)	-	-	-
	(c) Other Long-term Liabilities	1.11	1.62	0.36
	(d) Long-term Provisions	4.00	2.32	1.14
	Sub-total (2)	787.97	686.31	403.52
3)	Current Liabilities			
	(a) Short-term Borrowings	304.42	290.82	250.88
	(b) Trade Payables	4.71	0.59	0.94
	(c) Other current liabilities	326.65	241.33	60.35
	(d) Short-term Provisions	2.16	3.95	1.81
	Sub-total (3)	637.95	536.69	313.98
	Total (1+2+3)	1789.00	1,578.63	987.35
II	ASSETS			
1)	Non-current Assets			
	(a) Fixed assets			
	(i) Tangible Assets	6.12	6.07	3.70
	(ii) Intangible Assets	2.70	3.13	4.83
	(iii) Capital work-in-progress			
	(iv) Intangible Assets under Development	0.15	0.49	0.49

	Particulars (Rs. Crores)	As at	As at	As at
		31.03.2014	31.03.2013	31.03.2012
	(b) Non-current Investments	6.60	7.59	7.59
	(c) Deferred Tax Assets (Net)	1.38	0.90	0.09
	(d) Foreign Currency Monetary Item Translation Difference Account	-	-	-
	(e) Long-term Loans & Advances	1250.83	724.72	395.75
	(f) Other Non-current Assets	0.10		
	Sub-total	1267.89	742.93	412.46
	Current Assets			
2)	(a) Current Investments	0.99	-	-
	(b) Trade Receivables	-	-	3.10
	(b) Cash & Cash Equivalents	19.77	2.24	6.81
	(c) Short-term Loans & Advances	439.83	772.16	541.58
	(d) Other Current Assets	60.52	61.30	23.39
	Sub-total (2)	521.10	835.70	574.89
	Total (1+2)	1789.00	1,578.63	987.35

(b) Income Statement related information

	Particulars (Rs. Crores)	Year ended	Year ended	Year ended
		31.03.2014	31.03.2013	31.03.2012
I.	Revenue from Operations	294.02	241.28	138.08
II.	Other Income			
III.	Total Revenue (I+II)	294.02	241.28	138.08
IV.	Expenses			
(i)	Finance Costs	162.96	122.96	64.36
(ii)	Employee Benefits Expense	32.47	28.33	17.29
(iii)	Depreciation & Amortization	2.47	2.29	1.41
(iv)	Other Expenses	40.64	34.71	14.07
(v)	Allowance for Bad & Doubtful Debts	0.30	1.39	1.83
(vi)	Allowance for Rescheduled Loans		-	-
(vii)	Allowance for Diminution in Investments		-	-

(viii)	Foreign Currency Exchange Fluctuation Loss		-	-
	Total Expenses(IV)	238.84	189.68	98.96
V.	Profit before Prior Period Items & Tax (III-IV)		51.60	39.12
VI.	Prior Period Items	-	-	-
VII.	Profit before Tax (V-VI)	55.18	51.60	39.12
VIII.	Tax Expense :			
(i)	Current Year	19.31	17.78	13.33
(ii)	Earlier Years/ (Refunds)	-	-	-
(iii)	Deferred Tax	(0.48)	(0.81)	(0.92)
	Total Tax Expense (i+ii+iii)	18.83	16.97	12.41
IX.	Profit for the period from Continuing Operations (VII-VIII)	36.35	34.63	26.71
X.	Profit from Discontinuing Operations (after tax)	-	-	-
XI.	Profit for the period (IX+X)	36.35	34.63	26.71
XII.	Earnings per Equity Share (in Rs. for an equity share of Rs. 10 each)			
	(1) Basic	4.16	6.07	7.00
	(2) Diluted	4.16	6.07	7.00

(c) Audited Cash Flow Statement related information
(All amounts in Indian rupees)

Particulars	As at	As at	As at
	31.03.2014	31.03.2013	31.03.2012
Cash flows from operating activities			
Net profit before taxation	551,764,621	516,038,441	39,12,07,233
Adjustments:			
- Depreciation and amortization	24,702,326	22,914,027	1,40,91,565
- Provision against standard assets and non performing assets	2,981,897	13,933,575	1,43,03,505
Provisions for gratuity			1,145,310
- Mark to market loss/ gain			
Operating cash flows before working capital changes	579,448,844	552,886,043	42,07,47,613
(Increase) / Decrease in Sundry Debtors			(19,07,21,504)
(Increase) / decrease in inventories	-	31,032,584	(2,18,68,800)
(Increase)/ decrease in loans and advances	(1,944,699,892)	(5,597,073,266)	(5,81,14,95,544)

(Increase) / decrease in other current assets	7,822,394	(379,119,301)	(1,540,462)
Increase / (decrease) in liabilities	261,307,697	(22,464,110)	4,63,37,568
Cash generated from operations	(1,096,120,957)	(5,414,738,050)	(5,55,85,41,130)
Income taxes paid	(199,511,846)	(156,251,272)	(14,09,99,390)
Net cash flow used in operating activities (A)	(1,295,632,803)	(5,570,989,322)	(5,69,95,40,520)
Cash flows from investing activities			
Purchase of fixed assets (tangible and intangible fixed assets, Intangible assets under development)	(10,353,817)	(42,835,171)	(4,49,09,580)
Proceeds from sale of fixed assets	-	7,028,600	34,939
(Increase)/ Decrease in Capital Work In Progress			(4,926,047)
Long Term Investment Purchased			(106,552)
Investments in bank deposits (having original maturity of more than three months)	(70,123)	(1,044,978)	
Net cash used by investing activities (B)	(10,423,940)	(36,851,549)	(4,99,07,240)
Cash flows from financing activities			
Proceeds from issue of compulsorily convertible cumulative preference shares	-	750,000,000	90,00,00,000
Dividend paid on equity shares	(82,000,000)	(82,000,000)	(7,60,00,000)
Dividend distribution tax on dividend on equity shares	(13,935,900)	(13,302,450)	(1,23,29,100)
Distribution of preference dividend	(167,034,246)	(82,500,000)	
Interest Coverage Ratio (Cash Profit after Tax Plus Interest Paid)	1.22	1.28	1.42
Dividend distribution tax on dividend on preference shares	(28,371,756)	(13,383,563)	
Share issue expenses	-	(45,000,000)	
Proceeds from borrowings - secured	3,084,000,000	6,015,746,510	4,94,49,79,882
Proceeds from borrowings - unsecured	11,520,269,860	8,615,740,779	
Repayment of borrowings - secured	(1,845,586,530)	(1,184,281,114)	
Repayment of borrowings - unsecured	(10,984,999,891)	(8,400,000,228)	
Net cash from financing activities (C)	1,482,341,537	5,561,019,934	5,75,66,50,782
Net (decrease)/ increase in cash and cash equivalents (A + B + C)	176,284,794	(46,820,937)	7,203,022
Cash and cash equivalents at beginning of the year	20,814,402	67,635,339	6,09,32,317
Cash and cash equivalents at end of the year	197,099,196	20,814,402	6,81,35,339

(XIII) ABRIDGED VERSION OF LATEST AUDITED / LIMITED REVIEW HALF YEARLY CONSOLIDATED (WHEREVER AVAILABLE) AND STANDALONE FINANCIAL INFORMATION (LIKE PROFIT & LOSS STATEMENT, AND BALANCE SHEET) AND AUDITORS QUALIFICATIONS, IF ANY.

	Particulars (Rs. Lakhs)	Six months ended		31 March 2014
		31 March 2014	31 March 2013	
		Unaudited	Unaudited	Audited
1.	Interest earned (a)+(b)+(c)+(d)	14,217.78	12,760.01	28,141.12
	(a) Interest on advances	14,185.58	12,727.80	28,076.53
	(b) Income on investments	32.20	32.21	64.59
	(c) Interest on balances with Reserve Bank of India and other inter bank funds	-	-	-
	(d) Others	782.68	361.62	1260.74
2.	Other Income	-	-	-
3.	Total Income (1+2)	15,000.46	13,121.63	29,401.86
4	Interest expended	8,311.48	6,922.17	16,295.89
5.	Operating expenses (i)+(ii)	3,791.75	3,500.77	7,558.50
	(i) Employees cost	1,588.94	1,505.72	3,247.00
	(ii) Other operating expenses	2,202.81	1,995.06	4,311.50
6.	Total Expenditure (4+5) excluding provision and contingencies	12,103.23	10,422.94	23,854.39
7.	Operating Profit before provisions and contingencies (3-6)	2897.23	2,698.68	5,547.47
8	Provisions (other than tax) and contingencies	27.20	67.33	29.82
9.	Exceptional items	-	-	-
10.	Profit (+)/ Loss (-) from ordinary activities before tax (7-8-9)	2,870.03	2,631.36	5,517.65
11.	Tax expense	977.37	871.00	1,883.01
12.	Net Profit(+)/ Loss(-) from ordinary activities after tax (10-11)	1,892.66	1,760.36	3,634.64
13.	Extraordinary items (net of tax expense)	-	-	-
14	Net Profit (+) Loss (-) for the period (12-13)	1,741.98	1,702.70	3,463.05
15.	Paid-up equity share capital (Face Value Rs. 10 Per Share)	4,100.00	4,100.00	4,100.00

16.	Reserves excluding Revaluation Reserves (as per balance sheet of previous accounting year)	-	-	17207.58
17.	Analytical Ratios			
	(i) Capital Adequacy Ratio	20.03%	22.34%	20.03%
	(ii) Earnings Per Share (EPS)			
	- Basic EPS	2.27*	3.09*	4.16
	- Diluted EPS	2.27*	3.09*	4.16
18.	NPA Ratios			
	a) Gross Non Performing Assets (NPA)	254.47	432.05	254.47
	b) Net NPA	229.02	388.85	229.02
	c) % of Gross NPA to Gross advances	0.15%	0.29%	0.15%
	d) % of Net NPA to Net advances	0.14%	0.26%	0.14%
	c) Return on Assets (annualised) (PAT/Average Loan Assets)	2.46%	2.60%	2.39%

* Not annualized

Notes:

- (i) The results for financial year ending on 31 March 2014 have been reviewed by the Audit Committee and approved by the Board of Directors of the company at their meeting held on 13th May 2014.
- (ii) The results for the half year ended 30th September, 2013 have been subjected to a "Limited Review" by the statutory auditors of the Company.
- (iii) The results for financial year ending on 31 March 2013 have been audited and approved by the directors of the Issuer by its resolution dated 29th April, 2013.
- (iv) Previous year's/ period's figures have been regrouped/ reclassified, where necessary to confirm current year's classification.

(XIV) A summary of the financial position of the Issuer for the previous three audited balance sheets immediately preceding the date of the Offer Document

Please refer to xii and xii above, in this section

(XV) Any change in accounting policies during the last three years (from the date of this Offer Document) and their effect on the profits and reserves of the Issuer.

There has been no significant change in the accounting policies.

(XVI) 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.

There is no guarantee or letter of comfort or any other document / letter with similar intent which backs the Debentures.

(XVII) DETAILS OF DEBT SECURITIES ISSUED AND SOUGHT TO BE LISTED INCLUDING FACE VALUE, NATURE OF DEBT SECURITIES MODE OF ISSUE I.E. PUBLIC ISSUE OR PRIVATE PLACEMENT

Please refer to Part A – Terms and Conditions of the Debentures of this Offer Document.

(XVIII) ISSUE SIZE

Please refer to Part A – Terms and Conditions of the Debentures of this Offer Document.

(XIX) PURPOSE AND OBJECTS OF THIS ISSUE AND DETAILS OF UTILISATION OF ISSUE PROCEEDS

The Company proposes to increase its resources to meet its requirements of funds to carry on its business operations. The proceeds of this NCD Issue would be utilised for general corporate purposes. The Memorandum of Association of the Company enables it to undertake the activities for which the funds are being raised through the Issue and also the activities which the Company has been currently carrying out. The issue proceeds shall be utilized for the said purposes.

(XX) A STATEMENT CONTAINING PARTICULARS OF THE DATES OF, AND PARTIES TO ALL MATERIAL CONTRACTS, AGREEMENTS INVOLVING FINANCIAL OBLIGATIONS OF THE ISSUER

The Issuer has entered into service level agreements, vendor agreements and other agreements in the ordinary course of its business, which, in the opinion of the Issuer does not give rise to significant financial obligations and are not material to the present Issue of Debentures.

(XXI) DETAILS OF ANY MATERIAL EVENT/ DEVELOPMENT OR CHANGE HAVING IMPLICATION ON THE FINANCIALS/CREDIT QUALITY (e.g. ANY MATERIAL REGULATORY PROCEEDINGS AGAINST THE ISSUER/PROMOTER, 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

(i) Litigations involving the Issuer

As on date of this Offer Document, there is no outstanding litigation by or against and/or material development relating to the Issuer whose likely outcome will have a material adverse effect on the operations of the Issuer.

Further:

- (A) There are no outstanding litigations or defaults which pertain to matters which are likely to affect the operations and finances of the Issuer including disputed tax liabilities, prosecution under any enactment in respect of Schedule V of the Companies Act, 2013.
- (B) There are no material penalties that have been imposed on the Issuer by any statutory authority for defaults committed by the Issuer.
- (C) The Issuer, the Issuer's directors or the Issuer's promoters have not been declared as willful defaulters by the RBI, have not been debarred from dealing in securities and/or accessing the capital markets by SEBI and no disciplinary action has been taken against them by SEBI or any stock exchanges except as mentioned below:

SEBI has initiated proceedings against Mr. M. Yugandhar, Director of KFSL and Mr. C.Parthasarathy, CMD-Karvy Stock Broking Limited, holding company, and Mr. M.S. Ramakrishna, one of the promoters of Karvy Stock Broking Limited, holding company before the additional chief metropolitan magistrate, Mumbai, with respect to the

investigation conducted by SEBI in various IPOs.

(ii) Against the Directors of the Issuer

As on date of this Offer Document, there is no litigation or pending proceeding against the Directors of the Issuer for violation of statutory regulations, economic offences, criminal or civil prosecution for any offence, litigations involving violation of statutory regulations or criminal offences other than mentioned below:

SEBI has initiated proceedings against Mr. M. Yugandhar, Director of KFSL and Mr. C.Parthasarathy, CMD-Karvy Stock Broking Limited, holding company, and Mr. M.S. Ramakrishna, one of the promoters of Karvy Stock Broking Limited, holding company before the additional chief metropolitan magistrate, Mumbai, with respect to the investigation conducted by SEBI in various IPOs.

Further, no penalties have been imposed by any statutory authority on the directors of the Issuer.

(iii) Against the subsidiaries of the Issuer

As on date of this Offer Document, the Issuer does not have any subsidiaries.

(iv) Against the promoters/group companies in India

As on date of this Offer Document, there is no outstanding litigation against the promoters/group companies in India whose likely outcome will have a material adverse effect on the operations of the Issuer other than those mentioned below

- The Whole Time Member of Securities and Exchange Board of India (“SEBI”), had passed a common final order dated June 22, 2007 (“Order”) against the KSBL - Stock Broker, KSBL – Depository participant and Karvy Computershare Private Limited (KCPL) in the matter of IPO irregularities. Against the appeal made by KSBL and KCPL, Hon’ble SAT set aside the order and remanded the cases to SEBI with a direction to pass three separate orders on the three show causes issued by the learned whole time member. The Whole Time Member had granted a personal hearing as per the order of Hon’ble SAT, wherein submissions to SEBI have been made by the company.
- SEBI issued final order in respect of KSBL – Depository Participant on 28th January, 2014 and has in paragraph 20 such order clearly concluded that KSBL – Depository participant has already undergone prohibition from taking up any new assignment for a period of 18 months and 26 days and hence there need not be any further penalty on KSBL – Depository Participant.
- SEBI issued final order in respect of KCPL – RTI on 3rd February, 2014 and in such order stated that since KCPL has already undergone prohibition from acting as RTI for approximately 10 months no further penalty is warranted.
- SEBI has issued final order dated 14th March, 2014 in respect of KSBL-Broker wherein it has set aside the earlier recommendation of suspension of registration of KSBL as a stock broker and has instead directed KSBL to not undertake any new assignment (i.e. not to take up any new clients) in its capacity of a stock broker for a period of six months, which will come in force one month from the date of the order. KSBL has preferred an appeal before the SAT against the impugned order and SAT has stayed the operation of the impugned order till the disposal of the appeal. Hearing in the matter before SAT is scheduled on 25th November, 2014.
- A complaint was lodged by SEBI with Central Bureau of Investigation, Mumbai on 20.02.2006 alleging frauds committed by certain individuals / entities, in connivance with certain bank officials and depository participants in the IPOs of IDFC and Yes Bank to obtain undue pecuniary

benefits by illegally cornering large number of shares which were offered to Retail Investors by opening various fictitious / benami bank accounts and demat accounts. It was stated by SEBI in the complaint that Karvy Stock Broking Ltd had purportedly relied upon the bogus documents furnished by the individuals who acted as front entities (key operators) to the ultimate beneficiaries who had financed the fictitious applications. Karvy Stock Broking Ltd had accepted letters purportedly issued by BhOB as POI and POA of the persons for opening demat accounts and such documents purportedly received prima facie appeared to be forged and hence it appears that Karvy Stock Broking Ltd had not done Know Your Client verifications.

- SEBI had initiated proceedings under section 24 of the SEBI act, against Karvy Stock Broking Limited, and Mr. C. Parthasarathy, Mr. M. Yugandhar, Promoter Directors of KSBL, holding company and, Mr. M. S. Ramakrishna, one of the promoters of KSBL, holding company which are pending.
- Two cases was registered by CBI, BS & FC (RC 3(E)/ 2006 and 4(E)/ 2006) in the matter of Yes Bank and IDFC Ltd. against Karvy Stock Broking Limited, Karvy Computershare Pvt. Ltd and Karvy Consultants Ltd.. The matter is pending before the Hon'ble Special judge.
- Subsequently, the Enforcement Directorate, after relying on the investigations of CBI and that of SEBI and on the premise that Section 467 of IPC framed against the co-accused represents a predicate offence which is categorized as a scheduled offence under Section 2(u) of the Prevention of Money Laundering Act-2002 (PMLA), has filed a prosecution complaint bearing no.04/2013, in terms of the provisions of PMLA. The matter is pending before The Appellate Tribunal PMLA New Delhi.

(XXII) DETAILS OF ANY OUTSTANDING BORROWINGS TAKEN/DEBT SECURITIES ISSUED WHERE TAKEN/ISSUED (I) FOR CONSIDERATION OTHER THAN CASH, WHETHER IN WHOLE OR PART, (II) AT A PREMIUM OR DISCOUNT, OR (III) IN PURSUANCE OF AN OPTION

- (i) The Issuer has not issued any debt securities for consideration other than cash, whether in whole or part.
- (ii) The Issuer has not issued any debt securities at a premium or discount.
- (iii) The Issuer has not issued any securities in pursuance of an option.

(XXIII) AN UNDERTAKING THAT THE ISSUER SHALL USE A COMMON FORM OF TRANSFER

The Issuer confirms that the forms of transfer as set out in 'Mode of Transfer/Transmission of Debentures' of this Offer Document are common forms of transfer as applicable to all debentures issued by the Company.

(XXIV) REDEMPTION AMOUNT, PERIOD OF MATURITY, YIELD ON REDEMPTION

Please refer to Part A – Terms and Conditions of the Debentures of this Offer Document.

(XXV) INFORMATION RELATING TO THE TERMS OF OFFER OR PURCHASE

Please refer to Part A – Terms and Conditions of the Debentures of this Offer Document.

(XXVI) THE DISCOUNT AT WHICH SUCH OFFER IS MADE AND THE EFFECTIVE PRICE FOR THE INVESTOR AS A RESULT OF SUCH DISCOUNT

The present Issue is not at a discount. Please refer to Part A – Terms and Conditions of the Debentures of this Offer Document.

(XXVII) SERVICING BEHAVIOR ON EXISTING DEBT SECURITIES, PAYMENT OF DUE INTEREST ON DUE DATES ON TERM LOANS AND DEBT SECURITIES

As on the date of this Offer Document, no payment of principal or interest has fallen due on any debt security issued by the Issuer in the past.

(XXVIII) PERMISSION / CONSENT FROM THE PRIOR CREDITOR FOR A SECOND OR PARI PASSU CHARGE BEING CREATED IN FAVOR OF THE TRUSTEES TO THE PROPOSED ISSUE HAS BEEN OBTAINED

Permission / consent from the prior creditor for a second or pari passu charge being created in favor of the Trustees to the proposed Issue wherever applicable will be obtained within 90 days from the Deemed date of Allotment.

(XXIX) THE NAMES OF THE DEBENTURE TRUSTEE(S), WITH A STATEMENT TO THE EFFECT THAT DEBENTURE TRUSTEE(S) HAS GIVEN HIS CONSENT TO THE ISSUER FOR HIS APPOINTMENT UNDER REGULATION 4 (4) OF THE SEBI DEBT REGULATIONS AND ALSO IN ALL THE SUBSEQUENT PERIODICAL COMMUNICATIONS SENT TO THE HOLDERS OF DEBT SECURITIES

The Issuer confirms that Axis Trustee Services Limited has given its consent to act as the Debenture Trustee to the Debenture Holders by way of its letter dated February 14, 2012 (please refer to Annexure 3) and such consent has not been withdrawn as of the time of filing this Offer Document with BSE. Such declaration will be mentioned in all subsequent periodical communications sent to the holders of debt securities. The address and contact details of the Debenture Trustee are given below:

2nd Floor, Axis House, Bombay Dyeing Mills Compound,

Pandurang Budhakar Marg, Worli, Mumbai – 400 025

Tel: 91 022 24255216

Fax: 91 022 24254200

Contact Person: Mr. Neelesh Baheti

A copy of the consent letter of the Debenture Trustee has been attached hereto as Annexure 3.

(XXX) RATING RATIONALE(S) ADOPTED BY THE RATING AGENCIES (NOT OLDER THAN ONE YEAR ON THE DATE OF OPENING OF THE ISSUE)/ CREDIT RATING LETTER ISSUED (NOT OLDER THAN ONE MONTH ON THE DATE OF OPENING OF THE ISSUE).

ICRA has assigned rating of PP-MLD[ICRA]A [pronounced P P M L D ICRA A] with stable outlook to Rs 75 crore principal protected NCD programme of Karvy Financial Services Ltd (KFSL) by way of its letter dated 19th April, 2012 and 19th November 2014 (please refer to Annexure 4). The prefix of pp to the ratings of the equity linked debenture programmes express ICRA's current opinion on the credit risk associated with the issuer concerned and does not address the risks associated with variability in returns or erosion of principal resulting from adverse movements in the variable(s) concerned.

The ratings factor in the enhanced scale of the lending book, comfortable asset quality indicators, modest gearing level, adequate net worth for the current scale of operations and improving profitability of KFSL, but is constrained by the low seasoning of the loan book and the current challenging operating environment. The rating is derived after considering the combined financial and business profiles of all companies in the Karvy Group. The ratings factor in group's long experience in retail equity broking business, diversified revenue profile with growing contribution from data management and financing business, adequate capitalization, comfortable asset quality & liquidity profile. While the rating factors in the group's adequate risk management systems, it

is constrained by the cyclical nature of Karvy Group's primary business being dependent on the domestic capital market. ICRA has taken note of the diversification to non capital market businesses that are scalable and can support and provide stability to the group's financial performance over the medium term.

A copy of the credit rating issued by ICRA has been attached hereto as Annexure 4.

- (XXXI) **NAMES OF ALL THE RECOGNISED STOCK EXCHANGES WHERE SECURITIES ARE PROPOSED TO BE LISTED CLEARLY INDICATING THE NAME OF THE DESIGNATED STOCK EXCHANGE AND ALSO WHETHER IN PRINCIPLE APPROVAL FROM THE RECOGNISED STOCK EXCHANGE HAS BEEN OBTAINED**

The Debentures are proposed to be listed on the BSE. BSE has by way of its letter dated May 28, 2012 given its in-principle approval for listing of the Debentures.

- (XXXII) **A SUMMARY TERM SHEET INCLUDING BRIEF INFORMATION PERTAINING TO THE DEBENTURES**

Please refer to Part A – Terms and Conditions of the Debentures of this Offer Document.

- (XXXIII) **Any FINANCIAL OR OTHER MATERIAL INTEREST OF THE DIRECTORS, PROMOTERS OR KEY MANAGERIAL PERSONNEL IN THE ISSUE AND THE EFFECT OF SUCH INTEREST IN SO FAR AS IT IS DIFFERENT FROM THE INTEREST OF OTHER PERSONS**

NONE

- (XXXIV) **RELATED PARTY TRANSACTIONS ENTERED DURING THE LAST THREE financial YEARS IMMEDIATELY PRECEDING THE YEAR OF CIRCULATION OF THE OFFER DOCUMENT INCLUDING WITH REGARD TO LOANS MADE, OR GUARANTEE GIVEN OR SECURITIES PROVIDED**

NONE

- (XXXV) **SUMMARY OF RESERVATIONS OR QUALIFICATIONS OR ADVERSE remarks OF AUDITORS IN THE LAST FIVE FINANCIAL YEARS IMMEDIATELY PRECEDING THE YEAR OF CIRCULATION OF THE OFFER DOCUMENT AND OF THEIR IMPACT ON THE FINANCIAL STATEMENTS AND FINANCIAL POSITION OF THE ISSUER AND THE CORRECTIVE STEPS TAKEN AND PROPOSED TO BE TAKEN BY THE ISSUER FOR EACH OF THE SAID RESERVATIONS OR QUALIFICATIONS OR ADVERSE REMARK.**

No reservations, qualifications or adverse remarks have been made by the Auditors.

- (XXXVI) **DETAILS OF ANY INQUIRY, INSPECTIONS OR INVESTIGATIONS initiated OR CONDUCTED UNDER THE COMPANIES ACT, 2013 OR ANY PREVIOUS COMPANY LAW IN THE LAST THREE YEARS IMMEDIATELY PRECEDING THE YEAR OF CIRCULATION OF THE OFFER DOCUMENT IN THE CASE OF THE ISSUER AND ALL OF ITS SUBSIDIARIES. ALSO IF THERE WERE ANY PROSECUTIONS FILED (WHETHER PENDING OR NOT) FINES IMPOSED, COMPOUNDING OF OFFENCES IN THE LAST THREE YEARS IMMEDIATELY PRECEDING THE YEAR OF THE OFFER DOCUMENT AND IF SO, SECTION-WISE DETAILS THEREOF FOR THE ISSUER AND ALL OF ITS SUBSIDIARIES**

No enquiry, inspections or investigations under the Indian company law have been initiated or conducted against the Issuer or its subsidiaries in the previous three years.

(XXXVII) DETAILS OF ACTS OF MATERIAL FRAUDS COMMITTED AGAINST THE ISSUER IN the LAST THREE YEARS (FROM THE DATE OF THIS OFFER DOCUMENT), IF ANY, AND IF SO, THE ACTION TAKEN BY THE ISSUER

No material fraud has been committed against the Issuer in the previous three years.

(XXXVIII) DETAILS OF ANY LITIGATION OR LEGAL ACTION PENDING OR TAKEN BY THE MINISTRY OR DEPARTMENT OF THE GOVERNMENT OR A STATUTORY AUTHORITY AGAINST ANY PROMOTER OF THE OFFEREE COMPANY DURING THE LAST THREE YEARS IMMEDIATELY PRECEEDING THE YEAR OF THE CIRCULATION OF THIS OFFER LETTER AND ANY DIRECTION ISSUED BY SUCH MINISTRY OR DEPARTMENT OR STATUTORY AUTHORITY UPON CONCLUSION OF SUCH LITIGATION OR LEGAL ACTION

Please refer to XXI (iv)

(XXXIX) CONTRIBUTIONS BEING MADE BY THE PROMOTERS OR DIRECTORS EITHER AS PART OF THE OFFER OR SEPARATELY IN FURTHERANCE OF SUCH OBJECTS

No contributions have been made by the promoters or directors of the Issuer, either as part of the offer or separately in furtherance of such objects.

(XL) CONSENTS

Consents of the (a) Registrar; (b) Credit Rating Agency; (c) Valuation Agency; (d) Debenture Trustee to act in their respective capacities have been obtained at the timing of filing this Offer Document with the BSE.

CHAPTER III

MEMORANDUM IN THE CONTEXT OF THIS ISSUE OF DEBENTURES AND ITS SPECIFIC TERMS

All capitalized terms used, but not defined herein shall have the meanings assigned to them in the Offer Document.

Part A

TERMS OF SERIES TERMS AND CONDITIONS OF THE DEBENTURES

1. Issuer	The Company
2. Type and Nature of Instrument	Principal Protected Rated Secured Listed Redeemable Non-Convertible Debenture
3. Security Name	Karvy Financial Services Limited Index Linked Series B42
4. Underlying/ Reference Index	CNX Nifty Index
5. Seniority/Class of Security	Senior
6. Mode of Issue	Private Placement
7. Eligible Investors	<ul style="list-style-type: none"> (a) Scheduled Commercial Bank, (b) Co-operative Bank, (c) Regional Rural Bank, (d) Provident Fund, Superannuation Fund or Gratuity Fund, (e) Mutual Fund, (f) Company, Bodies Corporate, Statutory Corporation, (g) Registered Society, (h) Partnership firm, (i) Hindu Undivided Family ("HUF"), (j) Individual, (k) Private trust, or (l) Portfolio Manager
8. Option to retain oversubscription (Amount)	NA
9. Purposes and Objects of the Issue	The Company proposes to increase its resources to meet its requirements of funds to carry on its business operations.
10. Details of the utilization of the proceeds	The proceeds of this Issue would be utilized for general corporate purposes.
11. Face Value/Issue Price	<p>Rs. 10,00,000/- (Rupees Ten Lakhs Only) per instrument.</p> <p>The Debentures have been issued at Face Value. The Issue</p>

	Price has been decided on the basis of multiple parameters, including but not limited to market yield, credit rating of the Issuer, specific features such as call option, market linked return and pricing of previously issued bonds, having similar features.	
12. Issue Size	Rs. 10,00,00,000/- (Rupees Ten Crores Only)	
13. Minimum application and in multiples thereafter	3 (Three) Debenture and in multiples of 1(one) thereafter	
14. Tenor	456 Days	
15. Opening Date of Issue	November 20, 2014	
16. Closing Date of Issue	November 21, 2014 .The Offer Document is valid up to and including the Closing Date of Issue. No Applications shall be accepted after the Closing Date of Issue.	
17. Pay-in date	November 20, 2014 – November 21, 2014	
18. Deemed Date of Allotment (DDA)	November 21, 2014	
19. Date of Allotment (DA)	10 days from DDA subject to receipt of all mandatory documents. The Company will allot the Debentures on the date of allotment only if mandatory documents have been submitted by you before the DDA. In case of non submission of mandatory documents including the details pertaining to your demat account with NSDL, the application will be rejected and the application money will be refunded without any interest within 15 days from the DDA.	
20. Initial Fixing Level	Simple average of official closing level of CNX Nifty Index as on Initial Fixing Dates	
21. Final Fixing Level	Simple average of official closing level of CNX Nifty Index as on Final Fixing date(s)	
22. Nifty Performance	{Final Fixing Level / Initial Fixing Level} – 1	
23. Coupon Rate		
	Scenario	Coupon
	If Nifty Performance > = 0%	15.00%
	If Nifty Performance < 0%	13.50%
24. Coupon Payout	Coupon will be paid on the Face Value of the Debenture, if applicable. The Coupon (Interest) payment shall be rounded to nearest rupee as per FIMMDA 'Handbook on market practices'.	
25. Coupon Type	Index Linked [CNX Nifty Linked]	
26. Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	N/A	

27. Step Up/ Step Down Coupon Rate	N/A
28. Interest on Application Money	None
29. Default Interest Rate	Absolute interest rate of 1% payable over and above the Coupon Rate as specified above
30. Redemption Date/Coupon Payment Date/Coupon Payment Frequency	February 21 , 2016
31. Redemption Amount	Face Value * (1 + Coupon)
32. Redemption Premium/ Discount	None
33. Discount at which security is issued and the effective yield as a result of such discount	Current issue of Debentures is not being made at a discount
34. Put Option	None
35. Put Option Date	NA
36. Put Option Price	NA
37. Call Option	None
38. Call Option Date	NA
39. Call Option Price	NA
40. Put Notification Time	NA
41. Call Notification Time	NA
42. Issuance & Trading Mode	DEMATERIALIZED form
43. Depository	NSDL
44. Rating	PP-MLD-[ICRA] A [pronounced P P M L D ICRA A] with stable outlook for Rs.75 Crores by ICRA Limited.
45. Listing	The Issuer proposes to list the Debentures on the WDM segment of the BSE within 20(twenty) days of Deemed Date of Allotment.
46. Mode of Repayment	Payment will be made by the Issuer by way of direct credit through Electronic Clearing Service (“ECS”), Real Time Gross Settlement (“RTGS”) or National Electronic Funds Transfer (“NEFT”) and where such facilities are not available the Issuer shall make payment of all such amounts by way of cheque(s)/demand draft(s)/ coupon warrant(s), which will be dispatched to the Debenture Holder(s) by registered post/ speed post/ courier or hand delivery.
47. Record Date	Record date for Coupon (Interest) Payment and Principal Payment is 15 (Fifteen) days prior to the Date of Redemption. <u>Coupon Payout and Principal Repayment:</u> Coupon

	(Interest) and Principal shall be payable to the Beneficial Holder as per the records of the Depository on Record Date.								
48. Initial Fixing Date(s)	<table border="1"> <thead> <tr> <th>Number</th><th>Final Fixing Date(s)*</th></tr> </thead> <tbody> <tr> <td>1</td><td>November 27, 2014</td></tr> <tr> <td>2</td><td>December 24, 2014</td></tr> <tr> <td>3</td><td>January 29, 2015</td></tr> </tbody> </table>	Number	Final Fixing Date(s)*	1	November 27, 2014	2	December 24, 2014	3	January 29, 2015
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Number	Final Fixing Date(s)*								
1	September 24th, 2015								
2	October 29th, 2015								
3	November 26th, 2015								
50. Early Redemption for Extraordinary Reason and Force Majeure	<p>To be exercised by the Company on all Debentures of the series and not in part at any time after DDA on occurrence of any one of the following events-</p> <p>“Issuer Tax Event” and/or “Change in Law” and/or “Force Majeure Event” and/or “Hedging Disruption Event” and/or “Market Suspension Event” and/or “Increased Cost of Hedging” and/or “Reference Index Modification Event”.</p> <p>In case of a “Force Majeure Event”, the Company may at its discretion and without being under an obligation to do so, arrange for the redemption of the Debentures and intimate the Debenture Holders by giving notice, within a reasonable time period (but not less than 5 Business Days) from the occurrence of above event, which such notice shall be irrevocable . The Debentures shall be redeemed within the third Business Day from the date of notice to the Debenture Holders (“Exercise Date”).</p> <p>In case of “Issuer Tax Event” and/or “Change in Law” and/or “Hedging Disruption Event” and/or “Increased Cost of Hedging” and/or “Reference Index Modification Event”, the Company may at its discretion and without being under an obligation to do so, arrange for the redemption of the Debentures and intimate the Debenture Holders by giving notice, within 5 (five) working days from the occurrence of above event, which such notice shall be irrevocable. The Debentures shall be redeemed within the third Business Day from the date of notice to the Debenture Holders (“Exercise Date”).</p> <p>In case of “Market Suspension Event”, the Company may at</p>								

	<p>its discretion and without being under an obligation to do so, arrange for the redemption of the Debentures and intimate the Investors by giving notice, within 5 working days from the occurrence of above mentioned event, which such notice shall be irrevocable. The Debentures shall be redeemed on the immediately succeeding Business Day following the date of notice (“Exercise Date”).</p> <p>Redemption proceeds in case of early termination is exercised by the Company under any circumstances mentioned above, the Debenture Holder shall be paid, in respect of each Debenture held by such holder, the fair value of the Debenture calculated as on such Exercise Date.</p> <p>The fair value will be calculated by the Calculation Agent based <i>inter alia</i> on the following:</p> <ul style="list-style-type: none"> • For the Principal Repayment: The present value of the Face Value of the Debenture discounted at the prevailing borrowing cost of the Company as on the Exercise Date; and • For Interest Payment: The fair value of the Reference Index Linked Payout as on the Exercise Date as determined appropriate by the Calculation Agent.
51. Day Count Basis	Actual
52. Security/Principle Terms of Assets Charged	<p>The Debenture shall be secured in favour of the Trustee vide Debenture Trust Deed for the benefit of the Debenture Holders by way of:</p> <p>(i) a first floating charge on loan against shares receivables of the Company, whether now belonging to the Company or that may at any time during the continuance of the security, ranking pari passu amongst the Debenture Holders and</p> <p>(ii) a first fixed charge on certain moveable properties of the Company such as furniture, telephone, etc. (as more specifically described in the Debenture Trust Deed) whether now belonging to the Company or that may at any time during the continuance of the security , ranking pari passu amongst the Debenture Holders.</p>
53. Security Cover	The Company shall maintain a minimum Security Cover of 1 (one) through the tenor of the Debentures.
54. Revaluation and replacement of security	

55. Business Day Convention	If any of the date(s), including the Record Date, as defined in this Information Memorandum fall on a Sunday or a public holiday, the next working day shall be considered as the effective date. However incase Redemption Date (for payment of Principal and Coupon, if any) falls on Sunday or a public holiday, the previous working day shall be considered as the effective date.
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56. Transaction Documents	<p>The Transaction Documents shall include the Information Memorandum, Debenture Trustee Agreement, the Deed of Hypothecation and any and all documents/ understandings/agreements in relation to the Debentures.</p> <p>Also, refer Chapter IV - MATERIAL CONTRACTS AND DOCUMENTS - of this Offer Document</p>
57. Conditions Precedent to Disbursement	N/A
58. Conditions Subsequent to Disbursement	N/A
59. Events of Default	Refer PART B Note No. XIII.
60. Provisions related to Cross Default Clauses	Refer PART B Note No. XIII (h).
61. Tax	Refer PART B Note No. XXVIII.
62. Valuation Agency	<p>Name : CARE Limited</p> <p>Address: 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Sion, Mumbai 400022</p> <p>The Valuation Agency will publish a valuation on its website at least once every calendar week. The valuation shall be available on the website of the Valuation Agency at http://www.careratings.com</p> <p>The Issuer will also make available, as soon as practicable, the valuation provided by the Valuation Agency on the website of the Issuer at www.karvyfinance.com</p> <p>The cost of valuation shall be in the range of 10 bps to 15 bps and shall be borne by the Issuer.</p> <p>The latest and historical valuations for the Debentures will be published on the website of the Issuer at www.karvyfinance.com and the website of the Valuer at http://www.careratings.com</p> <p>Upon request by any Debenture Holder for the valuation of the Debentures, the Issuer shall provide them with the latest Valuation.</p>
63. Debenture Trustee/Trustee	AXIS Trustee Services Limited has consented to act as Debentures Trustee to the Issue.
64. Roles and Responsibilities of Debenture Trustee	Refer PART B Note No. XII.

65. Calculation Agent	The Company.
66. Placement Charges	<p>For each Debenture applied for, a Placement Charges of up to 3.00% of the Issue Price of the Debenture shall be payable to the distributor (if any) by the Investor over and above the Issue Price of each Debenture.</p> <p>Note: For each Debenture applied for, the Issuer shall collect the Placement Fee on each Debenture applied for, in addition to the Issue Price of the Debenture, from the Investor and credit such Placement Charges to the account of the distributor (if any). For the avoidance of doubt such Placement Charges is not and should not be construed as payment of commission as under section 76 of the Companies Act, 1956.</p>
67. Governing Law and Jurisdiction	The Debentures shall be governed by and construed in accordance with the laws as applicable in India (including laws applicable to the state of Maharashtra). Any dispute relating to the Debentures shall be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai only.

The Company reserves the right to change the issue dates, the Deemed Date of Allotment and in such an event, the Date of Allotment may also be revised by the Company at its sole and absolute discretion. In the event of any change in the above Issue and allotment dates, the Investors shall be intimated of the revised schedule by the Company.

Definitions

For the purposes of this Offer Document, and the Debentures:

- **Additional Disruption Event** means, in respect of the Reference Index, any of Change in Law, Hedging Disruption or Increased Cost of Hedging.
- **Business Day** means any day on which scheduled commercial banks are open for business in Mumbai and shall also include any Exchange Business Day as defined hereinafter;
- **Change in Law** means that, on or after the Deemed Date of Allotment of the Debentures (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole discretion that (X) it has become illegal for the Issuer to hold, acquire or dispose of the Underlying Shares/Hedge Positions relating to the Debentures, or (Y) the Issuer will incur a materially increased (as compared with the circumstances existing on the Deemed Date of Allotment) cost in relation to the performance of the Issuer's obligations under the Debentures (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer).
- **Disrupted Day** means any Scheduled Trading Day on which the NSE fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

- **Exchange** means the NSE/BSE, any successor to such exchange or any substitute exchange or quotation system to which trading in the securities comprising the Reference Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising the Reference Index on such temporary substitute exchange or quotation system as on the original Exchange);
- **Exchange Business Day** means any Scheduled Trading Day on which the Exchange is open for trading during its regular trading sessions, notwithstanding such Exchange closing prior to its Scheduled Closing Time;
- **Force Majeure Event** shall mean any war, strike, lock-out, natural disaster, act of terrorism, any restriction on trading in the underlying, an act of state or situations beyond the reasonable control of the Company occurring after an obligation under the Offer Document is entered into by the Company, or such obligation has become illegal or impossible, in whole or in part and includes any breakdown, failure or malfunction beyond the control of the Company of any telecommunication or computer system including, without limitation, unavailability or outages or breakdowns of any communication system(s), breach or effect of any virus in the processes or the 'payment and delivery mechanism', sabotage, fire, explosion(s), acts of God, civil commotion or industrial action of any kind, riots, insurrection, acts of Government, computer hacking, unauthorized access to computer data and storage devices and computer crashes.
- **Hedging Disruption Event** means that the Issuer or any of its affiliates is unable, after using commercially reasonable efforts, to either (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of issuing and performing its obligations with respect to the Debentures, or (B) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or the Debentures.
- **Increased Cost of Hedging** means that the Issuer and/or any of its affiliates would incur a materially increased (as compared with circumstances existing on the Deemed Date of Allotment) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of issuing and performing its obligations with respect to the Debentures, or (B) realize, recover or remit the proceeds of Hedge Positions or the Debentures.
- **Issuer Tax Change Event** means that, on or after the Deemed Date of Allotment of the Debentures, the imposition of any withholding or deduction on any payments in respect of the Debentures by or on behalf of the Issuer if such withholding or deduction is required by law.
- **Market Disruption Event** means, in respect of the Reference Index the occurrence or existence of i) Hedging Disruption Event and ii) Market Suspension Event.

The Calculation Agent shall, as soon as reasonably practicable, notify the Debenture Holder of the existence or occurrence of a Disrupted Day.

- **Market Suspension Event** means the event of any suspension of trading by the NSE on any official trading day, on account of circuit breaker system being triggered at 20% or such other % movement, as may be prescribed by NSE / regulatory authorities in this regard, of the CNX Nifty Index, whereby trading shall be halted for the remainder of the trading day in all equity and equity derivatives market nationwide.

- **“Business Day Convention”** shall mean any date(s), including the Record Date, as defined in this Information Memorandum fall on a Sunday or a public holiday, the next working day shall be considered as the effective date. However incase Redemption Date (for payment of Principal and Coupon, if any) falls on Sunday or a public holiday, the previous working day shall be considered as the effective date.

If for any reason on the dates mentioned in the Interest calculation, the banking related activities are closed, the reference date shall be considered as per Business Day Convention.

If for any reason the Final Fixing Dates mentioned above, NSE is closed or there is no clearing/settlement of securities, then Business Day Convention Shall apply.

- **Official Closing Price/ Level** shall mean official closing price of the Reference Index or underlying on a given day on NSE. In event of Exchange not declaring the official closing price by 6.00 pm on any working day, the Calculation Agent shall determine the closing price for purpose of valuation.
- **Reference Index Modification Event** means any material change in composition of index/method of computation of index as determined by the Calculation Agent, which leads to substantially Increased Cost of Hedging/ Hedging Disruption.
- **Scheduled Trading Day** means any day on which the Exchange is scheduled to be open for regular trading sessions;

PART B

OTHER TERMS AND CONDITIONS IN RELATION TO THIS SERIES B-42

I. AUTHORITY FOR THE ISSUE

The present issue of the Debentures is made pursuant to the board resolution dated 27th August, 2014 (“**Board Resolution**”) and Debenture issuance and allotment committee dated 20th November, 2014 and is within the general borrowing limits set out in the resolution passed under Section 180 (1)(c) of the Companies Act (“**Shareholders Resolution**”) at the Extra Ordinary General Meeting of the Issuer held on 15th November, 2013 and authorization to issue debentures on private placement under Section 42 of the Companies Act, 2013 at the Extra Ordinary General Meeting of the Issuer held on 4th September, 2014 . A copy of the Board Resolution, Debenture issuance and allotment committee resolution and Shareholders Resolutions are attached as Annexure 5, 6, 7 and 8 respectively.

II. PROCEDURE FOR APPLICATION

Applications for the Debentures must be in the prescribed Application Form, enclosed herewith. Minimum application shall be for 3 (Three) Debenture and in multiples of 1 (one) thereafter. The applicant(s) should provide such documents as are mentioned in the Application Form. Further the Company may at its discretion ask for additional documents also. Further Company reserve the right to reject any application without communicating any reason of rejection to the applicant and the application money will be refunded in such time and manner as mentioned in “REFUNDS” below.

ELIGIBILITY

Only eligible Investors who have been addressed through a communication directly by the Company can apply.

An application made by any other person will be deemed as an invalid application and rejected. In order to subscribe to the Debentures a person must be either a:

- a. Scheduled Commercial Bank,
- b. Co-operative Bank,
- c. Regional Rural Bank,
- d. Provident Fund, Superannuation Fund or Gratuity Fund,
- e. Mutual Fund,
- f. Company, Bodies Corporate, Statutory Corporation,
- g. Registered Society,
- h. Partnership firm,
- i. Hindu Undivided Family (“HUF”),
- j. Individual,
- k. Private trust, or
- l. Portfolio Manager

or upon listing of the Debentures, to such investor which is a Foreign Institutional Investor (“FII”) registered with SEBI other than a FII incorporated or otherwise established or operating from the United States of America.

(a) *Application by Scheduled Commercial Banks*

The application must be accompanied by certified true copies of (i) Board Resolution authorising investments or letter of authorization or Power of Attorney and (ii) specimen signatures of authorized signatories.

(b) *Application by Co-operative Banks*

The application must be accompanied by certified true copies of (i) resolution authorising investment along with operating instructions/ power of attorney; and (ii) specimen signatures of authorised signatories.

(c) *Application by Regional Rural Banks*

The applications must be accompanied by certified true copies of (i) Government notification / Certificate of Incorporation / Memorandum and Articles of Association / other documents governing the constitution; (ii) resolution authorizing investment and containing operating instructions; (iii) specimen signature of authorized signatories.

(d) *Applications by Provident Funds, Superannuation Funds and Gratuity Funds*

The application must be accompanied by certified true copies of (i) trust deed / bye-laws / regulations; (ii) resolution authorising investment; and (iii) specimen signatures of authorised signatories.

(e) *Application by Mutual Funds*

A separate application can be made in respect of each scheme of an Indian mutual fund registered with the SEBI and such applications shall not be treated as multiple applications. The applications made by the Asset Management Companies ("AMCs") or custodians of a Mutual Fund shall clearly indicate the name of the concerned scheme for which application is being made.

The applications must be accompanied by certified true copies of (i) SEBI Registration Certificate and trust deed; (ii) resolution authorizing investment and containing operating instructions; and (iii) specimen signatures of authorized signatories.

(f) *Applications by Body Corporates / Companies / Financial institutions / NBFCs / Statutory Corporations*

The applications must be accompanied by certified true copies of (i) Memorandum and Articles of Association / constitutional documents / bye-laws; (ii) resolution authorizing investment and containing operating instructions; (iii) specimen signatures of authorized signatories.

(g) *Application by Registered Societies*

The application should be accompanied by certified true copies of (i) Memorandum of Association / deed/any other instrument regulating or governing the constitution of the society, and rules and regulations / bye-laws of the Society; (ii) resolution authorising investment along with operating instructions/power of attorney; (iii) proof of registration with relevant statutory authority; and (iv) specimen signatures of authorised signatories.

(h) *Application by Partnership Firm*

The applications must be accompanied by certified copies of (i) the PAN Card of the partnership firm; (ii) copy of the partnership deed; and (iii) the photo identity proof like Passport / PAN Card / Driving License, etc. of the partner(s) signing the Application Form and specimen signatures of authorised signatories.

(i) *Application by HUF*

The applications must be accompanied by certified copies of the PAN Card of the HUF, the photo identity proof like Passport / PAN Card / Driving License, etc. of the Karta of the HUF.

(j) *Application by Individual*

The applications must be accompanied by certified copies of PAN Cards and Address proof like Passport/ Driving License, etc.

(k) *Application by Private Trust*

The application should be accompanied by certified true copies of the trust deed and specimen signatures of authorised signatories.

(l) *Application by a Portfolio Manager registered with SEBI*

The application should be accompanied by certified true copy of (i) resolution of the Board of Director, authorizing, and with all particulars relating to the investment in these Debentures, and the acceptance of the Terms and Conditions of these Debentures along with authorized signatory list; and (ii) certified copy of registration certificate issued by the SEBI to undertake Portfolio Management activities.

(m) *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 signatures of all the authorised signatures must be lodged along with the completed application form.

Further modifications / additions in the Power of Attorney or authority should be notified to the Company at its registered office.

Disclaimer:

Please note that only those persons to whom this Offer Document has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an Investor is required to provide all those documents / authorizations / information, which are likely to be required by the Company. The Company 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 Company 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 Company is not, in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any Investor, neither is the Company required to check or confirm the same.

Non-Resident Indians (“NRI”) and Overseas Corporate Bodies (“OCB”) cannot apply for or hold these Debentures.

III. CHANGE IN DEEMED DATE OF ALLOTMENT, CLOSING DATE AND PAY-IN DATE

The Issuer may, at its sole discretion extend the Closing Date and Pay-in Date of this Issue and accordingly change the Initial Valuation Date, Final Valuation Date, Final Redemption Date and other material terms (including the time lines or relevant dates) of this Issue (“**Material Terms**”). In such an event, each applicant whose applications for the Debentures have been received prior to such change shall be intimated of the changes to the Material Terms and shall allow such applicant the option of withdrawing its applications for the Debentures. Intimation of the changes to the Material Terms may be given only by electronic mail or vide facsimile message and each

applicant is deemed to have consented to being intimated as set out above. The applicant is requested to contact the office of the Company for any clarifications.

IV. REFUNDS

For applicants whose applications have been rejected or allotted in part, refunds will be either dispatched through cheque or electronically credited either through Direct Credit/RTGS/NEFT within 15 days of the realization of the application amount / from the DDA. However the said refund will not bear any interest.

V. MODE OF REPAYMENT

The applicant(s) should note that on the basis of applicant's DP ID and Client ID provided by him/them in the Application Form, the Company will obtain from the demographic details of the applicant(s) details such as address, bank account details along with nine digit MICR Code and occupation (hereafter referred to as Demographic Details) from the Depository. Hence applicant(s) should carefully fill in his/their Depository Account details in this Application Form. These Demographic Details will be used for correspondence with applicant(s) including mailing of the refund Orders/CAN's/Allocation advice/Refund advice, printing of bank particulars on the refund orders and for refund through ECS/Direct Credit/RTGS. The Demographic Details given by the applicant(s) in the Application Form would not be used for these purposes by the Company or any agent appointed by the Company who carry out the activities similar to that of "Registrar to Issue" hence applicant(s) are advised to update his/their Demographic Details specifically, bank account details including the nine digit MICR code as provided to his/their DP. By signing this Application Form the applicant(s) would be deemed to have authorized his/their Depository to provide, upon request to the Company or any agent as appointed by the Company as referred above, the required Demographic Details as available on its record. In case no correspondence record is available with the Depository matching with three parameters viz. names of the applicant(s) (including the order of the names of joint holders) DP ID and Beneficiary ID then such Application Forms would be liable to be rejected. Applicant(s) should also note that the bank particulars received from the Depository would be used for refund through ECS/Direct Credit/RTGS/NEFT and be overprinted on the refund orders. The applicant(s) is informed that electronic/telecommunications services carry risks associated by such transmission through this Electronic Communication/Transmission and that he/they would be required to check his/their bank account immediately on receipt of refund communication for discrepancies with his/their received bank. In case where such ECS/Direct Credit/RTGS/NEFT facilities are not available, the Company agrees to issue cheques for refunds or redemption proceeds including interest which will be payable at par cheques and in case if Company is unable to issue payable at par cheques then the said payment will be made through Demand Draft in favour of Debenture Holder and in case of joint holders in the name of first of them. The Demand Draft charges will be borne by the Company.

VI. MODE OF TRANSFER/TRANSMISSION OF DEBENTURES

The Debentures issued under the Offer Document shall be transferable freely to all classes of Investors specifically permitted to apply for the Debentures. The Debenture(s) shall be transferred and / or transmitted in accordance with the applicable provisions of the Companies Act, the Rules and the Depositories Act, 1996. The provisions relating to transfer and transmission and other related matters in respect of shares of the Company contained in the Articles of Association of the Company and the Companies Act shall apply, mutatis mutandis (to the extent applicable to debentures) to the Debentures as well. The Debentures held in dematerialised form shall be transferred subject to and in accordance with the rules/procedures as prescribed by NSDL/DP of the transferor/transferee and any other applicable laws and rules notified in respect thereof. Transfer of Debentures to and from NRI/ OCB in case they seek to hold the Debentures and are eligible to do so, will be governed by then prevailing guidelines of the RBI. The transferee(s)

should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, Coupon will be paid/redemption will be made to the person, whose name appears in the Register of Debenture Holders / records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Company.

VII. COUPON RATE

The Debenture Holders will receive Coupon if specified in the Part A (Terms and Conditions of the Debentures) of this Offer Document. The Coupon on the principal amount of Debentures outstanding shall be payable in arrears (subject to tax deducted at source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof) from the DDA.

VIII. PAYMENT OF COUPON

Payment of Coupon (if any) on the Debenture(s) will be made to those Debenture Holders whose name(s) appear in the list of Beneficial Owners as on the Record Date as provided by NSDL/CDSL to the Issuer, and are eligible to receive coupon. Payment will be made by the Issuer after verifying the bank details of the Debenture Holders by way of direct credit through ECS, RTGS or NEFT and where such facilities are not available the Issuer shall make Coupon payments (if any) by way of cheque(s)/demand draft(s)/coupon warrant(s), which will be dispatched to the Debenture Holder(s) by registered post/ speed post/courier or hand delivery on or before the Coupon Payment Date.

IX. COMPUTATION OF COUPON

Coupon amount (if any) shall be computed by the Calculation Agent as may be mentioned in Part A (Terms and Conditions of the Debentures) of this Offer Document and taking into account any tax to be deducted at source. The Issuer shall then verify such Coupon amounts and any tax to be deducted at source.

X. REDEMPTION

The Debentures shall be redeemed by the Company, as specified in Part A- "Terms and Conditions of the Debentures". In case the DDA is revised then the final maturity date and such other dates as specified in Part A-Terms and Conditions of the Debentures will also stand revised accordingly. The Calculation Agent shall calculate the redemption amount according to Terms and Conditions of the Debentures in Part A above and the Company shall deposit the requisite amounts in the accounts maintained by itself for the purpose of distributing the same to the Debenture Holders.

No action is required on the part of the Debenture Holder(s) at the time of redemption of the Debentures and on the final maturity date. The redemption proceeds shall be paid to those Debenture Holder(s) whose name(s) appear on the list of Beneficial Owners given by the Depositories to the Company. The name(s) would be as per the Depositories' records on the Record Date fixed for the purpose of redemption. All such Debentures will be simultaneously redeemed through appropriate corporate action. The Company shall compute the redemption amounts to be paid to each of the Debenture Holders based on the Terms and Conditions of the Debentures in Part A. The redemption proceeds shall be directly credited through ECS, RTGS or NEFT and where such facilities are not available the Company shall make payment of all such amounts by way of cheque/demand draft. The cheque/demand draft for redemption proceeds, will be dispatched by courier or hand delivery or registered post at the address provided in the application/at the address as notified by the Debenture Holder(s) or at the address with Depositories' record. Once the redemption proceeds have been credited to the account of the Debenture Holder(s) or the cheque/demand draft for redemption proceeds is dispatched to the Debenture Holder(s) at the addresses provided or available from the Depository's record, the

Company's liability to redeem the Debentures on the Redemption Date shall stand extinguished and the Company will not be liable to pay any Coupon, income or compensation of any kind from the Redemption Date of the Debenture(s).

XI. VALUATION AGENCY

The Valuation Agency for the purpose of valuation of Debentures is CARE Ltd

CARE Ltd has agreed to act as the Valuation Agency for the purpose of valuation of the Debentures. Further information is provided in the Terms and Conditions of the Debentures above in Part A of the Offer Document.

Address: 4th Floor, Godrej Coliseum, Somaiya Hospital Road, Sion, Mumbai 400022

XII. TRUSTEE

The Issuer has received the consent of Axis Trustee Services Limited to act as the Trustees on behalf of the Debenture Holders. The remuneration of the Trustees would be payable as agreed mutually.

XIII. ROLE, POWER AND OBLIGATIONS OF TRUSTEES – Salient clauses relating to the general rights, powers and discretions of the Trustees are as under:

- a. The Debenture Trustee shall not be bound to give notice to any person of the execution hereof or to see to the performance or observance of any of the obligations hereby imposed on the Company or in any way to interfere with the conduct of the Company's business unless and until the rights under the Debentures shall have become enforceable and the Debenture Trustee shall have determined to enforce the same;
- b. Save as herein otherwise expressly provided the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions hereby vested in them, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of fraud shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holder(s) under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;
- c. With a view to facilitate any dealing under any provision of the Trust Deed, the Trustees shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally.
- d. The Debenture Trustee shall not be responsible for the monies paid by applicants for the Debentures or bound to see the application thereof;
- e. The Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holder(s) in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holder(s);

- f. The Debenture Trustee shall not be liable for anything whatsoever except in the event of gross negligence or willful misconduct on the part of the Debenture Trustee or a breach of trust knowingly and intentionally committed by the Debenture Trustee or its agents on its behalf;
- g. Debenture Trustee shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable for the purpose of perfecting or enforcing the security hereby created or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid by all the Debenture Holder(s) or by a Special Resolution duly passed at a meeting of the Debenture Holder(s) duly convened in accordance with the provisions set out in the First Schedule hereunder written and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holder(s) or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request.
- h. The Debenture Trustee shall hold UPON TRUST the monies, received by it or the Receiver in respect of the Hypothecated Property or any part thereof, whether realized upon the enforcement of the Hypothecated Property on account of an occurrence of an Event of Default or otherwise, arising out of :
 - (i) any sale, calling in, collection or conversion under the Power of Sale;
 - (ii) income;
 - (iii) compensation money in respect of any acquisition and requisition or nationalization or take-over of the management of the company;
 - (iv) any other realization whatsoever,

and it shall, in the first place, by and out of the said monies reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of Receiver, calling in, collection, conversion or the exercise of the powers and trusts under these presents, including their, and the Receiver's remuneration as herein provided, and shall deposit the residue of the said monies in the Debenture Account.

- i. The Debenture Trustee shall only with the consent in writing of the Debenture Holder(s) representing not less than three-fourths in value of the nominal amount of the Debentures for the time being outstanding by a special resolution duly passed at a Meeting of Debenture Holder(s) convened in accordance with the provisions set out in the First Schedule hereunder written, raise or borrow moneys on the security of the Hypothecated Property or any part thereof ranking pari passu with or subservient to the Trust Deed as the Debenture Trustee with such consent or sanction shall decide; for the purpose of making any payment under or by virtue of these presents or in relation to the exercise or any powers, duties or obligations of the Debenture Trustee or the Receiver or otherwise in relation to the Hypothecated Property or these presents or for the purpose of paying off or discharging any costs, charges and expenses which shall be incurred by the Debenture Trustee under or by virtue of these presents and the Debenture Trustee may raise and borrow such moneys as

aforesaid at such rate or rates of interest and generally on such terms and conditions as the Debenture Trustee shall think fit.

The Copies of the Trust Deed are available for inspection at the registered office of KFSL during business hours from 10:00 AM to 5:00 PM.

XIV. EVENTS OF DEFAULT

If one or more of the events specified herein (hereinafter each an 'Event of Default' and collectively, 'Events of Default') happen(s), the Debenture Trustee shall be entitled to exercise any and all rights hereunder as contained in the Trust Deed:

- a. Any representation, warranty or statement made or given or deemed to be made or given by the Company in a Transaction Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- b. The Company does not pay, on the due date, any amount payable pursuant to the any of the Transaction Documents at the place at and in the currency in which it is expressed to be payable unless its failure to pay is caused by:
 - (i) administrative or technical error which is not its fault; or and
 - (ii) payment is made within 5 (five) Business Days of its due date;
- c. The Company does not comply with any provision of the Transaction Documents (other than those referred to in "b" above unless the failure to comply is, in the opinion of the Debenture Trustee, capable of remedy and is remedied within 15 (fifteen) Business Days of the Debenture Trustee giving notice to the Company or the Company becoming aware of the failure to comply, whichever is earlier;
- d. Without prejudice to the generality of "c" above, the Company commits a breach of any of the Financial Covenants and Conditions;
- e. There is any Change of Control of the Company;
- f. All or any part of the proceeds of the Issue is not being utilized for the intended Purpose;
- g. Failure to comply with Applicable Law in relation to the Issue;
- h. Cross default:
 - (i) Any Financial Indebtedness of the Company is not paid when due nor within any originally applicable grace period; or
 - (ii) Any Financial Indebtedness of the Company is declared or otherwise becomes due and payable before its specified maturity; or
 - (iii) Any commitment for any Financial Indebtedness of the Company is cancelled or suspended by a creditor of the Company as a result of an event of default (however described); or
 - (iv) The occurrence of a Material Adverse Effect;
- i. Insolvency:
 - (i) The Company admits inability to pay its debts as they fall due, suspends making payments on any of its debts; or

- (ii) A moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Company; or
 - (iii) winding-up, dissolution, administration or reorganisation of the Company with an intention of winding up or liquidating the Company (by way of voluntary arrangement, scheme of arrangement or otherwise); or
 - (iv) An order has been made by the tribunal or a special resolution has been passed by the members of the Company for winding up of the Company; or
 - (v) a composition, compromise, assignment or arrangement with any creditor of the Company;
 - (vi) the appointment of a liquidator or receiver or other similar officer in respect of the Company or any of its assets, and such appointment has not been vacated or has not been challenged by the Company within a period of 30 (thirty) days.
- j. Creditors' process:
Any expropriation, attachment, sequestration, distress or execution affects any asset of the Company.
- k. Cessation of business:
The Company suspends, ceases or threatens to suspend or cease to carry on all or a substantial part of its business without the consent of the Debenture Holders.
- l. Unlawfulness:
It is or becomes unlawful for the Company to perform any of its obligations under the Transaction Documents.
- m. Repudiation:
The Company repudiates any of the Transaction Documents or evidences an intention to repudiate any of the Transaction Documents.
- n. Transaction Documents:
Any of the Transaction Documents are not (or are claimed by the Company not to be) in full force and effect.
- o. Rescission of Transaction Documents:
The Company rescinds or purports to rescind any of the Transaction Documents in whole or in part.
- p. Principle Terms of Assets Charged:
 - (i) The Company encumbers, deals with or disposes of the Hypothecated Property in a manner otherwise than provided in the Trust Deed or the Deed of Hypothecation and the Company has not of its own accord, or if called upon by the Debenture Trustee, within 3 (three) Business Days, rectified the same; or
 - (ii) The Hypothecated Property is in the opinion of the Trustee in jeopardy or
 - (iii) The Deed of Hypothecation shall cease to be in full force and effect, or any other obligations purported to be secured thereby or any part thereof shall be disaffirmed by or on behalf of the Company or any other party thereto and the same is not rectified within 2 (two) Business Days of the occurrence of such default;

- q. Any other event described as an Event of Default under the Information Memorandum/Debenture Trust Deed

XV. RE-PURCHASE

The Company may, at any time and from time to time purchase Debenture(s) at a discount, at par, or at a premium, in the open market or otherwise. Such Debenture(s) may, at the option of the Company, be cancelled, held or resold. Where the Company has redeemed any such Debentures, subject to the provisions of the Companies Act and other applicable legal provisions, the Company shall have and shall be deemed always to have had the right to keep such Debentures alive for the purpose of reissue and in exercising such right, the Company shall have and shall be deemed always to have had the power to re-issue such Debentures either by reissuing the same Debentures or by issuing other Debentures in their place in either case, at such a price and on such terms and conditions (including any variations dropping of or additions to any terms and conditions originally stipulated) as the Company may deem.

XVI. SUCCESSION

Where Debentures are held in joint names and one of the joint holder dies, the survivor(s) will be recognised as the Debenture Holder of the said Debentures. It would be sufficient for the Issuer to delete the name of the deceased Debenture Holder after obtaining satisfactory evidence of such Debenture Holder's death. Where a third person requests that the Issuer registers his or her name as successor of the deceased Debenture Holder, the Issuer may do so after being provided with evidence satisfactory to the Issuer such as probate of a will for the purpose of proving such third party's title to the Debentures.

In the event of demise of the sole/first Debenture Holder, the Issuer will recognize the executors or administrator of the deceased Debenture Holder, or the holder of the succession certificate or other legal representative as having title to the Debentures only if such executor or administrator obtains and produces probate or letter of administration or is the holder of the succession certificate or other legal representation, as the case may be, from an appropriate Indian court. The Directors of the Issuer in their absolute discretion may, in any case, dispense with production of probate or letter of administration or succession certificate or other legal representation.

In the event of winding-up of the Debenture Holder, the Issuer will recognize the executor or administrator of the concerned Debenture Holder(s), or the other legal representative as having title to the Debenture(s). The Issuer shall not be bound to recognize such executor or administrator or other legal representative as having title to the Debenture(s), unless such executor or administrator obtains probate or letter of administration or other legal representation, as the case may be, from a court in India having jurisdiction over the matter.

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

Where a NRI becomes entitled to the Debenture by way of succession, the following steps have to be complied with:

Documentary evidence to be submitted to the Legacy Cell of the RBI to the effect that the Debenture was acquired by the NRI as part of the legacy left by the deceased Debenture Holder.

Proof that the NRI is an Indian national or is of Indian origin. Such holding by the NRI will be on a non-repatriation basis.

XVII. FUTURE BORROWINGS

The Company shall be at liberty from time to time during the term of the Debentures to issue at such future dates and in such denomination as it considers advisable, further convertible and/or non-convertible debentures and/or to raise further loans, advances and/or avail further financial and/or guarantee facilities from financial institutions, banks and/or any other person(s) or entities in any other form which may be secured on the movable assets of the Company on a pari-passu basis, without obtaining any approval from or intimation to the Debenture Holders/Debentures Trustees, subject to the condition that the Company shall maintain Security Cover of 1 (One) through the tenor of the Debentures.

XVIII. RECORD DATE

The Issuer will declare the Record Date for the purpose of making payment under the Debentures. The Record Date for payment of Coupon (if any), redemption amount will be 15 days prior to each such payment date. Please refer to Part A (Terms and Conditions of the Debentures) of this Offer Document.

XIX. NOTICES

All notices required to be delivered to the Debenture Holder(s) shall be given to:

- (a) every Debenture Holder in the manner provided in the Debenture Trust Deed; and
- (b) the persons entitled to a Debenture in consequence of death or insolvency of a Debenture Holder,

in the manner stipulated in section 53 (Service of documents on members by company) of the Companies Act. Such notice shall be given to the Debenture Holders by sending such notice by post by way of a prepaid letter addressed to the address of the Debenture Holder as registered with his/her DP shall be used for all correspondence with the Debenture Holder(s)/applicant(s). The applicant(s) are therefore responsible for the accuracy and completeness of his/her Demographic Details given in Application Form vis-à-vis those with his/her/their DP. In case information is incorrect or insufficient, the Issuer would not be liable for losses, if any.

Provided further that where the Debenture Holder has deceased or becomes insolvent, such notice shall be sent to the representative of the deceased or the assignee of such insolvent Debenture Holder either by name or by title or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving notice in the manner such notice would have been given if the death or insolvency of the Debenture Holder had not occurred.

Provided further that where the notice is given by advertising the same in a newspaper circulating in the neighborhood of the registered office of the Issuer, such notice shall be deemed to be duly given on the day on which the advertisement appears, to every Debenture Holder.

All notices to be given by the Debenture Holder(s) shall be sent by registered post/courier, fax or by e-mail(s) or by hand delivery to the Issuer or to such persons at such address as may be notified by the Issuer from time to time.

XX. ADDITIONAL OBLIGATIONS

Notwithstanding anything contained hereinabove, every potential investor/Investor of the Debentures must read, understand and accept, and shall be deemed to have read, understood and accepted, the terms and conditions of this Offer Document prior to investing in the Debentures. As a Debenture Holder, every initial Investor undertakes by virtue of this Offer Document, that if the initial Investor as the Debenture Holder sells the Debentures to subsequent Investors, the initial Investor as the Debenture Holder shall ensure that such subsequent Investor(s) and so on,

receive from the Debenture Holder, a copy of the Offer Document and shall sell the Debentures to a subsequent Investor only if such subsequent Investor has read, understood and accepted all the terms and conditions and documents referred to above and herein and is an Investor who falls within the categories specified under the [Eligibility]. Any such subsequent Investor shall be deemed to have read, understood and accepted the terms and conditions including in the documents referred to above prior to investing in the Debentures. Any person selling these Debentures would be responsible for ensuring full and prior disclosure of the terms and conditions of the Debentures to the person(s) to whom they are selling these Debentures and shall sell the Debentures only if the subsequent subscriber has read, understood and accepted all the terms and conditions and documents. The Company would presume full knowledge of the contents of this Offer Document and a full understanding of the Debentures, their nature and the applicable terms and conditions including the risks associated with the Debentures on the part of any person holding/buying these Debentures, and no claim to the contrary shall be entertained.

The Company would presume full knowledge of the contents of this Offer Document and a full understanding of the Debentures, their nature and the applicable terms and conditions, on the part of any person holding/buying these Debentures, and no claim to the contrary shall be entertained.

NOTE:

This Offer Document is not intended for distribution and it is meant solely for the consideration of the person to whom it is addressed and should not be reproduced by the recipient. The Debentures mentioned herein are being issued on a private placement basis and this offer does not constitute nor should it be considered a public offer/invitation. This Offer Document is not intended to form the sole basis of evaluation for the potential investors to whom it is addressed and who are willing and eligible to subscribe to these Debentures. Potential investors are required to make their own independent evaluation and judgment before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments.

XXI. RISK DISCLOSURE

The following discussion of risks attendant to the Debentures, is subject to and pursuant to the terms of issuance of the Debentures as provided in this Offer Document, and should be read in conjunction with the rest of this Offer Document. The initial subscriber by subscribing to, and any subsequent purchaser by purchasing the Debentures, shall be deemed to have agreed, and accordingly the Company shall be entitled to presume, that each of the initial subscriber, and any subsequent purchaser (Debenture Holder, as also referred to hereinabove and hereinafter):

- (A) has (1) sufficient knowledge, experience and expertise as an investor, to make the investment in the Debentures; (2) not relied on either of the Issuer, or any of their affiliates, associates, holding, subsidiary or group entities or any person acting in its, or their behalf for any information, advice or recommendations of any sort except as regards the accuracy of the specific factual information about the terms of the Debentures as set out in the Offer Document; (3) understood that information contained in the Offer Document, or any other document issued by the Company is not being construed as business or investment advice; and (4) made an independent evaluation and judgment of all risks and merits before investing in the Debentures;
- (B) has understood that without prejudice to (A), (1) the method and manner of computation of, returns and calculations on the Debentures shall be solely determined by the Issuer, whose decision shall be final and binding; (2) in the event of any discretions to be exercised, in relation to method and manner of any of the above computations including due to any disruptions in any of the securities markets or if for any other reason the calculations cannot be made as per the method and manner originally stipulated or referred to or implied, such alternative methods or approach shall be used as deemed fit by the Issuer and may include the use of estimates and approximations. All such

computations shall be valid and binding on the Debenture Holder, and no liability therefore will attach to the Issuer;

- (C) has understood that in the event that the Debenture Holder suffers adverse consequences or loss, the Debenture Holder shall be solely responsible for the same and the Issuer, or any of their affiliate, associate, holding, subsidiary or group entities or any person acting in its, or their behalf shall not be responsible, in any manner whatsoever, for any adverse consequences or loss suffered by the Debenture Holder including but not limited to on the basis of any claim that no adequate disclosure regarding the risks involved were made or that the full risks involved were not explained or understood;
- (D) has reviewed the terms and conditions applicable to the Debentures as contained in the Offer Document and understood the same, and, on an independent assessment thereof, confirmed the same to be correct and, found the same acceptable for the investment made and has also reviewed the Risk Disclosure with respect to the Debentures, and understood the risks, and determined that the Debentures are a suitable investment
- (E) has received all the information believed to be necessary and appropriate or material in connection with, and for, the investment in the Debentures;
- (F) holds the Debentures as an investment, and has not purchased the Debentures on a speculative basis;
- (G) as an investor, is knowledgeable and experienced in making investments, including in debt instruments having variable or unpredictable returns and also investments similar to the Debentures;
- (H) in investing in the Debentures:
 - (i) has obtained such independent and appropriate financial, tax, accounting and legal advice as required and/or deemed necessary, to enable the Debenture Holder to independently evaluate, assess and understand the appropriateness, merits and risks associated with investing in the Debentures, and also as to the Debenture Holders' legal competency and ability (including under applicable laws and regulations), to invest in the Debentures; and
 - (ii) has not, and does not claim to have, received, and has not relied on any advice or statements made or rendered by the Issuer, or any of their affiliate, associate, holding, subsidiary or group entities, or any person acting on its or their behalf, with respect to the Debentures, including as to the nature of returns, the probability of any returns or any erosion in the value of the Debentures over its life, or on maturity, redemption, sale or disposal, and none of such entities or persons have made any representations to the Debenture Holder, express or implied, with respect to any of the above;
 - (iii) has assumed, on the Debenture Holders' own account, all risk of loss that may occur or be suffered including as to the returns on and/or the sale value of the Debentures and shall not look directly or indirectly to the Issuer (or to any person acting on its or their behalf) to indemnify or otherwise hold the Debenture Holder harmless in respect of any such loss and/or damage and confirms that the Debenture Holder is aware that, as returns on the Debentures are primarily linked to the CNX Nifty Index and even otherwise, the Debenture Holder may receive negligible returns or not receive any returns at all over the life and/or part thereof of the Debentures ;
- (I) has understood that at any time during the life of the Debentures the value of the Debentures may be substantially less than its redemption value;
- (J) undertakes that, if the Debenture Holder sells the Debentures to subsequent investors, the Debenture Holder shall ensure, and it is the Debenture Holder's obligation in that regard,

that (1) the subsequent investors receive the terms and conditions, risks and representations contained in the Offer Document and any other related document and fully understand the Debentures, (2) sale to subsequent investors will be subject to such investors having confirmed the receipt of all of (1) above, (3) the sale and transfer of the Debentures shall be effected only in the manner stipulated - if the Debentures are listed on a stock exchange, then through a stock exchange in accordance with the rules, regulations and bye-laws of such stock exchange, and if otherwise, then by way of spot delivery;

- (K) has the legal ability to invest in the Debentures, and the investment does not contravene any provision of any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Debenture Holder, or its assets;
- (L) understands that the valuation of the Debentures provided on the websites of the Company and the Valuation Agency or as otherwise provided by the Company or the Valuation Agency do not represent the actual price of the Debentures that may be received upon redemption and that the actual price of the Debentures may significantly differ from the valuation received;
- (M) where **the Debenture Holder is a partnership firm**
 - (i) its investing in the Debentures on its terms is within the scope of its investment policy and is not in conflict with the provisions of the partnership deed currently in force;
 - (ii) the investment in Debentures is being made by and on behalf of the partners (and binds all the partners jointly and severally), and that the partnership is in force and existing, and the investment has been ratified by all of the partners, jointly and severally;
 - (iii) the investment in Debentures has been duly authorised by all the partners, and does not contravene any provisions of the partnership deed, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the partnership or its assets or any of the partners or their respective assets;
 - (iv) for any minor as may have been admitted to the benefits of the partnership, the legal guardian of the minor has confirmed that the above applies equally to the minor as if the minor were a partner; and
 - (v) for any Hindu Undivided Family (“HUF”) that may be partner, the Karta declares that the above equally binds each of the co-parcenors and beneficiaries of the HUF; and
- (N) where **the Debenture Holder is a company, also confirms that:**
 - (i) notwithstanding the variable nature of the return on the Debentures, the Debenture Holder is not precluded under any law, rules, regulations and/ or circular/s issued by any statutory authority/ies including under the Companies Act from investing in the Debentures;
 - (ii) all necessary corporate or other necessary action has been taken to authorize, and that the Debenture Holder has corporate ability and authority, to invest in the Debentures; and
 - (iii) investment in the Debentures does not contravene any provisions of the Memorandum and the Articles of Association, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Debenture Holder or the Debenture Holder’s assets.

- (O) where **the Debenture Holder is a mutual fund / provident fund / superannuation fund / gratuity funds (each a “fund”)** it also confirms that:
- (i) investing in the Debentures on the terms and conditions stated herein is within the scope of the fund’s investment policy and does not conflict with the provisions of the trust deed/bye-laws/regulations as currently in force,
 - (ii) the investment in Debentures is being made by and on behalf of the fund and that the fund is in force and existing, and the investment has been ratified by appropriate resolutions, and
 - (iii) the investment in Debentures has been duly authorized and does not contravene any provisions of the trust deed/bye-laws/regulations as currently in force, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the fund or its assets;
- (P) where **the Debenture Holder is a HUF, it also confirms that:**
- (i) the Karta declares that the above equally binds each of the co-parcenors and beneficiaries of the HUF, and
 - (ii) the Karta declares that the investment is for the benefit of each of the co-parcenors and beneficiaries of the HUF;
- (Q) where it is an **individual**, also confirms that the investment in Debentures does not contravene any provisions of any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the individual or its assets and he can invest in such Debentures; and
- (R) where **the Debenture Holder is a private trust**, also confirms that the trustees have the power to invest in Debentures and such investment does not contravene any provisions of the trust deed as currently in force, or any law or contractual restriction or obligation or undertaking binding on or affecting the trust or its assets.
- (S) where **the Debenture Holder is a Portfolio Manager, also confirms that:**
- (i) the Debenture Holder, as a Portfolio Manager, is fully in compliance with the laws and regulations applicable to it including the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 (**“PM Regulations”**), the Structured Products Guidelines, the Prevention of Money Laundering Act, 2002 and amendments thereto and the requirements of Circular dated 20th March 2006 “Guidelines on Anti-Money Laundering Standards” of the Securities and Exchange Board of India;
 - (ii) the Debenture Holder is appropriately investing in the Debentures on behalf of its client, the principal of the investment (**“Client”**) and the investment in the Debentures is within the scope of its authority including pursuant to the agreement entered into by the Debenture Holder with the Client, as provided for by Regulation 14 of the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 (the **“Agreement”**), and accordingly binds the Client. Should there be any dispute by the Client as regards the investment in the Debentures including but not limited to the scope of its authority with regard to such investment, the Debenture Holder shall be deemed to be the principal and any loss or liability arising out of the investment in the Debentures shall be to its own account and/or dealt with entirely by the Debenture Holder with the Client, with no reference to the Issuer;
 - (iii) the Debenture Holder has strictly complied with all applicable know-your-client norms in relation to the Client;

- (iv) the Debenture Holder has conducted suitability and appropriateness checks on each of its Clients pursuant to the PM Regulations (as applicable) and the Structured Products Guidelines, and the Portfolio Manager has fully advised each of its Clients of the risks relating to investment in the Debentures and of its rights against the Portfolio Manager as its principal and accepts responsibility for such advice;
- (v) the Debenture Holder consents to the disclosure or provision by Issuer to any governmental or regulatory authority, or under any requirement of law, any information regarding the Client (to the extent made available to the Issuer by the Debenture Holder) and the investment in the Debenture, as required of Issuer under applicable regulations and/or as requested by any governmental or regulatory authority or under a provision of law;
- (vi) the Debenture Holder shall ensure that the Client understands the risks involved in investment in the Debentures and is capable of taking the risks posed by such Debentures and shall satisfy itself that the Debentures are suitable to the risk profile of the Client;
- (vii) the Debenture Holder shall provide its Clients with a copy of the Offer Document;
- (viii) the Debenture Holder shall guide the Clients as to where the valuations (of the Debentures) will be available;
- (ix) the Debenture Holder shall guide the Clients as to the applicable exit loads/exit options/liquidity support, (if any) etc. being provided by the Company in/through the secondary market;
- (x) the Debenture Holder further agrees to provide to the Issuer such additional information that the Issuer deems necessary or appropriate in order for the Issuer to comply with any such regulations and/or requests or requirements;
- (xi) the Debenture Holder also further agrees (including on the basis of any request made by the Issuer in this regard), to provide to any governmental or regulatory authority any information regarding the Client, the investment in the Debenture as required under regulations and/or as requested by any governmental or regulatory or other authority; and
- (xii) the Debenture Holder further agrees that it is appropriately investing in these Debentures on behalf of their Clients and that the activities of the Debenture Holder have not violated and will not violate applicable laws as regards private placements. Accordingly, it confirms and undertakes that it has not and will not use the name of the Issuer or any of this group entities or any of the words in any of its advertisement or any marketing material and it has not acted and shall not act in a manner that would render this Issue of Debentures, an offer to the public.

XXII. CERTAIN IMPORTANT DISCLAIMERS

This Offer Document in relation to the Debentures is made available by the Issuer to the applicant on the further strict understanding that (i) the applicant is a “Person Resident in India” as defined under the Foreign Exchange Management Act, 1999, (ii) in providing this Offer Document to the applicant, there will be no violation of rules, regulations and byelaws issued by any applicable authority including those issued by SEBI; (iii) the applicant has sufficient knowledge, experience, and professional advice to make its own evaluation of the merits and risks of a transaction of the type under this Offer Document and (iv) the applicant is not relying on the Issuer nor on any of the affiliates of the Issuer for information, advice or recommendations of any sort except for the accuracy of specific factual information about the possible terms of the transaction.

The Issuer is not acting as the advisor or agent of the applicant. This Offer Document does not purport to identify for the applicant, the risks (direct or indirect) or other material considerations, which may be associated with the applicant entering into the proposed transaction. Prior to entering into any proposed transaction, the applicant should independently determine, without reliance upon the Issuer or the affiliates of the Issuer, the economic risks and merits, as well as the legal, tax, and accounting characterizations and consequences of the transaction and including that the applicant is able to assume these risks. The Issuer, and/or the affiliates of the Issuer, may act as principal or agent in similar transactions and/or in transactions with respect to instruments underlying a proposed transaction. The Issuer, and/or the affiliates of the Issuer may, from time to time, have a long or short proprietary position/s and/or actively trade, by making markets to its clients, in financial products identical to or economically related to those financial products described in this Offer Document. The Issuer may also undertake hedging transactions related to the initiation or termination of a transaction, that may adversely affect the market price, rate, index or other market factors(s) underlying the financial product and consequently its value. The Issuer may have a commercial relationship with and access to information of reference securities, financial products, or other interests underlying a transaction.

This Offer Document and its contents are the Issuer's property, and are to be considered proprietary information and may not be reproduced or otherwise disseminated in whole or in part without the Issuer's written consent unless required to by judicial or administrative proceeding, and then with prior notice to the Issuer.

Applicants must understand that while the Debentures may or may not be listed, in view of the nature and complexity of the Debentures, marketability may be impacted in a manner that cannot be determined.

Past performance is not indicative of future performance. Investment in the Debentures may be subject to the risk of loss, meaning the allottee may lose some or all of its investment especially where changes in the value of the transaction may be accentuated by leverage. *Even where the Debentures are principal protected, there is a risk that any failure by a person including a counterparty to perform obligations when due may result in the loss of all or part of the investment.*

No liability whatsoever is accepted for any loss arising (whether direct or consequential) from any use of the information contained in this communication. The Issuer undertakes no obligation to effect any updates on information. Any opinions attributed to the Issuer, and/or the affiliates of the Issuer constitute the Issuer's judgment as of the date of the material and are subject to change without notice. Provision of information may cease at any time without reason or notice being given. Commissions and other transaction costs may not have been taken into consideration. Any scenario analysis is provided for illustrative purposes only and does not represent actual termination or unwind prices, nor does it present all possible outcomes or describe all factors that may affect the value of your investment.

Notwithstanding anything herein contained the Issuer shall not bear responsibility or liability for any losses arising out of any delay in or interruptions of performance of the Exchange with regard to the CNX Nifty Index or the Issuer's obligations under this Offer Document due to any act of God, act of governmental authority, act of the public enemy or due to war, the outbreak or escalation of hostilities, riot, fire, flood, civil commotion, insurrection, labour difficulty (including, without limitation, any strike, or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of the Issuer.

Purchasers of the Debentures should ensure that they understand the nature of the Debentures and the extent of their exposure to risk and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition. The performance of the CNX Nifty Index will therefore affect the nature and value of the investment return on the Debentures. Also a relatively small movement in the value of the CNX Nifty Index can result in a disproportionately large movement in the price of the Debentures. Purchasers should conduct

their own investigations and, in deciding whether or not to purchase Debentures, purchasers of the Debentures should form their own views of the merits of an investment related to the CNX Nifty Index based on such investigations and not in reliance on any information given in this Offer Document.

XXIII. DISCLAIMER IN RELATION TO THE INDEX

- (i) "The Product(s) are not sponsored, endorsed, sold or promoted by India Index Services & Products Limited ("IISL"). IISL does not make any representation or warranty, express or implied, to the owners of the Product(s) or any member of the public regarding the advisability of investing in securities generally or in the Product(s) particularly or the ability of the CNX Nifty Index to track general stock market performance in India. The relationship of IISL to the Issuer is only in respect of the licensing of the Indices and certain trademarks and trade names associated with such Indices which is determined, composed and calculated by IISL without regard to the Issuer or the Product(s). IISL does not have any obligation to take the needs of the Issuer or the owners of the Product(s) into consideration in determining, composing or calculating the CNX Nifty Index. IISL is not responsible for or has participated in the determination of the timing of, prices at, or quantities of the Product(s) to be issued or in the determination or calculation of the equation by which the Product(s) is to be converted into cash. IISL has no obligation or liability in connection with the administration, marketing or trading of the Product(s).
- (ii) IISL do not guarantee the accuracy and/or the completeness of the CNX Nifty Index or any data included therein and they shall have no liability for any errors, omissions, or interruptions therein. IISL does not make any warranty, express or implied, as to results to be obtained by the Issuer, owners of the product(s), or any other person or entity from the use of the CNX Nifty Index or any data included therein. IISL makes no express or implied warranties, and expressly disclaim all warranties of merchantability or fitness for a particular purpose or use with respect to the index or any data included therein. Without limiting any of the foregoing, IISL expressly disclaim any and all liability for any claims, damages or losses arising out of or related to the Products, including any and all direct, special, punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages.

"An investor, by subscribing or purchasing an interest in the Product(s), will be regarded as having acknowledged, understood and accepted the disclaimer referred to in Clauses above and will be bound by it".

The past performance of the Company in any product/scheme/instrument etc. is not indicative of the future performance in the same product/scheme/instrument etc or in any other product/ scheme/instrument etc either existing or that may be offered. There is no assurance that past performances indicated in earlier product/scheme/instrument etc will be repeated. Applicants are not being offered any guaranteed or indicative returns through these Debentures.

XXIV. DISCLAIMER IN RELATION TO VALUATION

The valuations as may be provided by the Valuation Agency, and as may be available on the website of the Issuer and the Valuation Agency or otherwise, do not represent the actual price that may be received upon sale or redemption of the Debentures. They merely represent the Valuation Agency's computation of the valuation which may in turn be based on several assumptions.

XXV. DISCLAIMER IN RELATION TO THE ISSUER

*The Valuation reflects the independent views of the Valuation Agent. It is **expressly stated that the valuation is not the view of the Issuer** or its affiliates. The **Issuer** has not reviewed the Valuation and is not responsible for the accuracy of the Valuations. The Valuations provided by the Valuation Agent, and made available on the website of the Valuation Agent do not represent the actual price that may be received upon sale or redemption of the Debentures. They merely represent the Valuation Agent's computation of the valuation which may in turn be based on several assumptions. The Valuations provided by the Valuation Agent may include the use of proprietary models (that could be different from the proprietary models used by the **Issuer** and / or the calculation agent) and consequently, valuations provided by other parties (including the **Issuer** and / or the calculation agent) may be significantly different.*

XXVI. DISCLAIMER IN RELATION TO THE VALUATION AGENCY

Market Linked Debenture Valuation provided by the Valuation Agent reflects the Valuation Agent's opinion on the value of the Market Linked Debenture on the valuation date and does not constitute an audit of the Issuer by the Valuation Agent. The Valuation is based on the information sought from and / or provided by the Issuer and these Terms of the Issue or obtained by the Valuation Agent from sources it considers reliable. The Valuation Agent does not guarantee the completeness or accuracy of the information on which the Valuation is based. The Valuation Agent specifically states that the Valuation is an indicative value of the Debenture on the valuation date and can be different from the actual realizable value of the Debenture. The Valuation does not comment on the market price of the Market Linked Debentures or suitability for a particular investor. In the event of early redemption/buy back/ any other premature exit, investors may choose to contact the Issuer directly or through their intermediaries (through whom investments in the Specified MLDs were made) or, in the alternative, follow the procedure as set out in the relevant Offer Document.

XXVII. CONFIDENTIALITY

The information and data contained herein is submitted to each recipient on a strictly private and confidential basis. By accepting a copy of this/these document(s), each recipient confirms that neither it nor any of its employees or advisors will use the information contained herein for any purpose other than evaluating the specific transactions described herein or will divulge to any other party any such information. **This/These document(s) must not be photocopied reproduced, extracted or distributed in full or in part to any person other than the recipient without the prior written consent of the Company.**

XXVIII. DUE DATE OF PAYMENT

If the coupon payment date(s) of the debenture falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. If the maturity date of the debenture falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day.

XXIX. TAX DEDUCTION AT SOURCE

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification of re-enactment thereof will be deducted at source, where applicable. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged at the office of the Company at least 15 days before the interest payment becoming due. Tax exemption certificate in respect of non-deduction of tax on interest on application money, must be submitted along with the Application Form. Where any deduction of Income Tax is made at source, the Company shall send to the Debenture Holder(s) a Certificate of Tax Deduction as source. With effect from June 1, 2008, and pursuant to the law currently in force, any interest payable to a person resident in India on any security issued by an issuer, where such security is held in dematerialised form and is listed on a recognised stock exchange in India, will not be subject to tax deducted at source.

Debenture Holder(s) should also consult their own tax advisers on the tax implications of the acquisition, ownership and sale of Debentures, and income arising thereon.

XXX. EFFECT OF HOLIDAYS

Should any of the dates defined above or elsewhere in this Offer Document, excepting the Deemed Date of Allotment, fall on a Saturday, Sunday or a public holiday, or in case, for any reason whatsoever, a holiday is declared, the next working day shall be considered as the effective date.

For the purpose of the coupon payment date(s) of the debenture falls on a Sunday or a holiday, the coupon payment shall be made on the next working day. If the maturity date of the debenture falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day.

XXXI. REQUIRED DISCLOSURES IN RELATION TO COSTS INCURRED FOR THE ISSUE

The cost of valuation shall be in the range of 10 bps to 15 bps and shall be borne by the Issuer.

XXXII. PENAL INTERESTS

- I. Security Creation:** In case of delay in execution of the Debenture Trust Deed and charge documents, the Company will refund the subscription amount will pay penal interest of at least 2% p.a. over the Coupon Rate (if applicable as per the Terms and Conditions of the Debentures) till these conditions are complied with at the option of the Investor.
- II. Default in Payment:** In case of default in payment of Coupon and/or Redemption Amount on the due dates, additional interest of at least @ 2% p.a. over the Coupon Rate (if applicable as per the Terms and Conditions of the Debentures) will be payable by the Company for the defaulting period.
- III. Delay in Listing:** In case of delay in listing of the Debentures beyond 20 days from the Deemed date of Allotment, the Company will pay penal interest of at least 1 % p.a. over the coupon rate (if applicable as per the Terms and Conditions of the Debentures) from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor.

XXXIII. MODIFICATION OF RIGHTS

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

Notwithstanding the foregoing, the Issuer may modify the Terms and Conditions and/or this Offer Document without the consent of any Debenture Holder for the purposes of (i) curing any ambiguity or correcting or supplementing any provision contained in them in any manner which the Issuer may deem necessary or desirable provided that such modification is not, in the determination of the Issuer, prejudicial to the interests of the Debenture Holders or (ii) correcting a manifest error.

XXXIV. GOVERNING LAWS AND JURISDICTION

The Debentures shall be governed by and construed in accordance with the laws as applicable in India (including laws applicable to the state of Maharashtra). Any dispute relating to the Debentures shall be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai only.

XXXV. HOW TO APPLY

Application Forms(s) must be accompanied by either a demand draft or cheque, drawn or made payable in favour of “Karvy Financial Services Limited” and crossed Account Payee only. Money orders, cash or postal orders will not be accepted.

Instructions for Application

1. Application(s) for the Debentures must be made in the enclosed form and must be completed in BLOCK LETTERS IN ENGLISH. A blank must be left between two or more parts of the name.
2. Application Forms must be signed.
3. Minimum application shall be for 3(Three) Debenture and in multiples of 1 (one) Debenture thereafter.
4. The Debentures are being issued at Face Value or as otherwise stated in the Terms and Conditions of the Debentures. The amount to be paid on application should be the total face value or the value otherwise stated in the Terms and Conditions of the Debentures applied for. Applications for incorrect amounts are liable to be rejected.
5. The applicant should mention its permanent account number (PAN) allotted to it under the Income Tax Act, 1961 and also the relevant income-tax circle/ward/district.
6. APPLICATIONS UNDER POWER OF ATTORNEY/RELEVANT AUTHORITY

In case of an application made under a power of attorney or a resolution or authority to make the application, a certified true copy of such power of attorney or resolution or authority to make the application and the Memorandum and Articles of Association and/or bye-laws of the prospective Investor must be attached to the Application Form at the time of making the application, failing which, the prospective 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 there for. Names and specimen signatures of all the authorised signatories must also be lodged along with the submission of the completed Application Form.

Any modifications or additions to the power of attorney or resolution or relevant authority shall be promptly notified to the Issuer at its registered office, specified below.

7. An application once submitted cannot be withdrawn. The applications should be submitted during normal banking hours to the Issuer’s registered office at:

Karvy Financial Services Limited, Building No. 7, Office No. 762, 6th Floor, Solitaire Park, Andheri (East), Mumbai: 400 093, Maharashtra, India
8. The applications will be scrutinised and accepted as per the terms and conditions specified in this Offer Document.

9. The Issuer is entitled at its sole and absolute discretion to accept or reject any application, in part or in full without having to assign any reason whatsoever. Any application that is not complete in any respect is liable to be rejected.
10. Applicants residing or situated outside Mumbai may send their application along with cheques or demand drafts to the Issuer's address mentioned above. Unless otherwise accepted by the Issuer, the cheques or demand drafts must be payable at par at Mumbai. The demand draft charges will have to be borne by the applicant.
11. Unless otherwise requested, allotment of Debentures shall be made only on dematerialised basis. At the time of application, applicants (unless applying for allotment of Debentures in physical form) should provide their Depository Participant's name, Depository Participant's ID and beneficiary account number in the Application Form. In case of any discrepancy in the information of Depository/beneficiary account, the Issuer shall be entitled at its sole option to issue the Debentures to the applicant in the physical form or reject the application.
12. The applicant is requested to contact the office of the Issuer as mentioned above for any clarifications.

13. MODE OF PAYMENT

In case the payment is made in RTGS, the funds shall be credited to the Issuer's current account, the details of which are given below:

Name of Bank	:	HDFC Bank
Address of Bank	:	6-1-73 Gr and 3rd Flr Saeed Plaza, Lakdikapul, Hyderabad - 500 004
IFSC Code	:	HDFC0000021
Current Account no.	:	00210340006973
Name of Beneficiary	:	Karvy Financial Services Limited

Applications to be accompanied by bank account details

Every application shall be accompanied by the bank account details of the applicant and the MICR code of the bank for the purpose of availing direct credit of Coupon, and all other amounts payable to Debenture Holders, through ECS, RTGS or NEFT.

14. Basis of allotment
The Issuer reserves the right to reject in full or in part any or all applications received by them to invest in these Debentures without assigning any reason for such rejections.
15. Allotment Advice/Refunds
The Issuer shall credit the allotted securities to the respective beneficiary account/dispatch the Allotment Advice or the refund advice (as the case may be), by registered post or as per extant postal rules at the sole risk of the applicant (as the case may be), within ten weeks from the Closing Date. Further, the Issuer agrees that so far as practicable, allotment of securities shall be made within thirty (30) days of the closure of the Issue.
16. Deemed Date of Allotment
All the benefits under the Debentures, including but not limited to, the payment of Coupon (if any), will accrue to the Debenture Holder from the specified Deemed Date of Allotment.
17. Issue of Allotment Advice and Debenture Certificate in dematerialised form

Unless otherwise requested, the Issuer shall issue Debentures in dematerialised form and has made necessary arrangements with NSDL/CDSL for the same. Debenture Holders holding the Debentures in dematerialised form shall do so in accordance with the provisions of Depositories Act, 1996 as may be notified by Depositories from time to time. Each Debenture Holder should therefore provide its DP's name, DP-ID, and Beneficiary Account Number in the appropriate place in the Application Form. In such cases the Issuer shall credit the allotted Debentures to the respective beneficiary accounts of the relevant applicants within two (2) working days from the Date of Allotment.

18. Refunds

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

In case the Issuer has received moneys from applicants for Debentures in excess of the aggregate of the application moneys relating to the Debentures in respect of which allotments have been made, the Issuer shall upon receiving instructions in relation to the same repay the moneys to the extent of such excess forthwith without interest.

19. Depository arrangement

The Issuer has entered/proposes to enter into depository arrangements with the Depositories for issue and holding of the Debenture(s) in dematerialised/electronic form.

As per the provisions of Depositories Act, 1996, the Debentures issued by the Issuer can be held in a dematerialised/electronic form, i.e. not in the form of physical certificates but be fungible and be represented by the statement issued through electronic mode.

In this regard:

- (i) Agreements have been/proposed to be signed between the Issuer, RTA and Depository for offering a depository option to the prospective Investors.
- (ii) The applicant(s) will be allotted Debentures in dematerialised form unless otherwise requested. The applicant(s) seeking allotment of Debenture(s) in dematerialised/ electronic form must correctly fill in the required details (including the beneficiary account number, Depository Participant's ID). If incomplete, incorrect and/or insufficient details are given in the Application Form, the Issuer shall in its sole and absolute discretion be entitled to issue the Debentures to the applicant in the physical form or reject the application, and the Issuer will not be liable for any losses in connection with or arising from such incomplete, incorrect and/or insufficient details.
- (iii) The applicant(s) must have at least one beneficiary account with any of the DP of NSDL/CDSL prior to making the application.
- (iv) Debenture(s) allotted to the applicant(s) in the dematerialised form will be credited directly to the applicant(s)' beneficiary account with his DP.
- (v) For subscription in dematerialised/electronic form, names in the Application Form should be identical to those appearing in the beneficiary account details in the Depository. In case of joint holders, the names should be set out in the Application Form in the same sequence as they appear in the account details in the Depository.
- (vi) In case of allotment of the Debentures in dematerialised/electronic form, the address, nomination details and other details of the applicant as registered with his DP shall be used for all correspondence with such applicants. The applicant(s) are therefore responsible to ensure the accuracy and completeness of his Demographic Details given in his Application Form vis-à-vis those with his DP. In case information is incorrect or insufficient, the Issuer will not be liable

for any losses.

20. Undertaking by the Issuer

The Issuer undertakes that:

- (i) It shall attend to the complaints received in respect of the Debentures expeditiously and satisfactorily;
- (ii) That necessary cooperation shall be extended to Credit Rating Agency(ies) in providing true and adequate information till the debt obligations in respect of the Debentures are no longer outstanding.

CHAPTER IV

MATERIAL CONTRACTS AND DOCUMENTS

The following contracts and documents for inspection referred to hereunder, may be inspected at the Registered Office of the Company from 11.00 a.m. to 1.00 p.m. from the date of this Information Memorandum until the date of closure of this Issue.

- a) Memorandum and Articles of Association of the Company, as amended from time to time;
- b) Certificate of Incorporation dated October 18, 2001 and the fresh Certificate of Incorporation consequent upon change of name dated April 07, 2005 and the fresh certificate of Incorporation consequent upon change of status of company dated August 29, 2005;
- c) Certified true copy of the resolution under Section 180 (1) (c) of the Companies Act, 2013 and Section 180 (1)(a)) of the Companies Act, 2013, approved by the members of the company at its Extra General Meeting held on 15th November, 2013, authorizing the Board/ Committee for borrowing on behalf of the company and issuance of Debentures.
- d) Certified true copy of the Board resolution at its meeting held on 27th August, 2014, authorising the ‘Debenture issuance and allotment Committee’, a committee of the Board, for approving the Disclosure Document and issuing Debentures on behalf of the Board, under the terms of the Disclosure Document.
- e) Certified true copy of the resolution under Section 42 of the Companies Act, 2013 approved by the members of the company at its Extra General Meeting held on 4th September, 2014 authorizing the Board/ Committee to issue debentures.
- f) Certified true copy of the resolution passed by the Debenture issuance and allotment Committee of Directors of the Company at the Committee Meeting held on 28th November, 2014.
- g) Report of the then Statutory Auditors Lalith Prasad and Company; and BSRR & Co, Chartered Accountants dated May 13, 2014;
- h) Letter dated 19th November, 2014 from ICRA Limited providing a credit rating of “PP-MLD[ICRA]A”;
- i) Letter dated July 31, 2009 from the Karvy Computershare Private Limited consenting to its appointment as the Registrar;
- j) Letter dated February 14, 2012, from Axis Trustee Services Limited consenting to its appointment as Debenture Trustee to the Issue;
- k) Valuation Agency agreement dated August 05, 2013.

DECLARATION

I am authorized by the Debenture Issuance and Allotment Committee of the Issuer vide resolution dated 28th November, 2014 to sign this form and declare that all the requirements of Companies Act, 2013 and the applicable rules made there under and SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (as amended from time to time including Securities Exchange Board Of India (Issue And Listing Of Debt Securities) (Amendment) Regulations, 2012 through notification dated October 12, 2012) in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association. It is further declared and verified that all the requirements attachments have been completely, correctly and legibly attached to this form.

I declare and verify that the compliance with the Companies Act, 2013 and the rules does not imply that payment of Coupon or repayment of Debentures is guaranteed by the Central Government. I further declare that the monies received under this Issue shall be used only for the purpose and object indicated in this Offer Document.

The Company declares that:

- i. all the relevant provisions of the Companies Act, 1956,
- ii. the notified provisions of the Companies Act, 2013, where applicable,
- iii. Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide Circular No. LAD-NRO/GN/2008/13/127878 dated June 06, 2008 and as amended from time to time (including Securities Exchange Board Of India (Issue And Listing Of Debt Securities) (Amendment) Regulations, 2012 through notification dated October 12, 2012),
- iv. SEBI Circular CIR/IMD/DF/17/2011 dated September 28, 2011 and
- v. RBI Circular RBI/2012-13/560/ DNBD (PD) CC No. 330/03.10.001/2012-13 dated June 27 2013, , on Raising Money through Private Placement by NBFCs-Debentures etc., and clarification issued vide RBI circular RBI/2013-14/115/ DNBS(PD) CC No. 349/03.10.001/2013-14 dated July 2, 2013

have been complied with and no statement made in this offer Document is contrary to the provisions of the Companies Act or the Securities and Exchange Board of India Act, 1992, RBI guidelines or rules and circulars issued there under.

Signed for and on behalf of Karvy Financial Services Limited

Name: Mr. Sunil Samdani
Designation: Chief Financial Officer

Place: Mumbai
Date:

Annexure – 1
(Series- B42)
A. Illustration of Cash Flows

Company	Karvy Financial Services Limited
Face Value	Rs. 10,00,000 (Rupees Ten Lakhs Only) Per Debenture
Deemed Date of Allotment	November 21, 2014
Redemption Date	February 21, 2016
Coupon	i. If Nifty Performance $\geq 0\%$, 15.00% ii. Else, If Nifty Performance $< 0\%$, 13.50%
Coupon Payment Dates/Frequency	Coupon, if any will be paid on Redemption Date
Day Count Convention	Actual/Actual

Cash Flows	Date	No. of days in Coupon Period	Amount (in Rupees)
Coupon on Redemption, if any	February 21, 2016	456	* Coupon linked to Underlying / Reference Index
Face Value	February 21, 2016	456	Rs. 10,00,000 /- Per Debenture
Total		456	Rs. 10,00,000 * (1 + Coupon) / - Per Debenture

* Coupon on the Debentures, if any shall be payable on the Redemption Date

The Company reserves the right to change the issue dates, the Deemed Date of Allotment and in such an event, the Date of Allotment may also be revised by the Company at its sole and absolute discretion. In the event of any change in the above Issue and allotment dates, the Investors shall be intimated of the revised schedule by the Company.

**Annexure – 1
(Series- B42)**

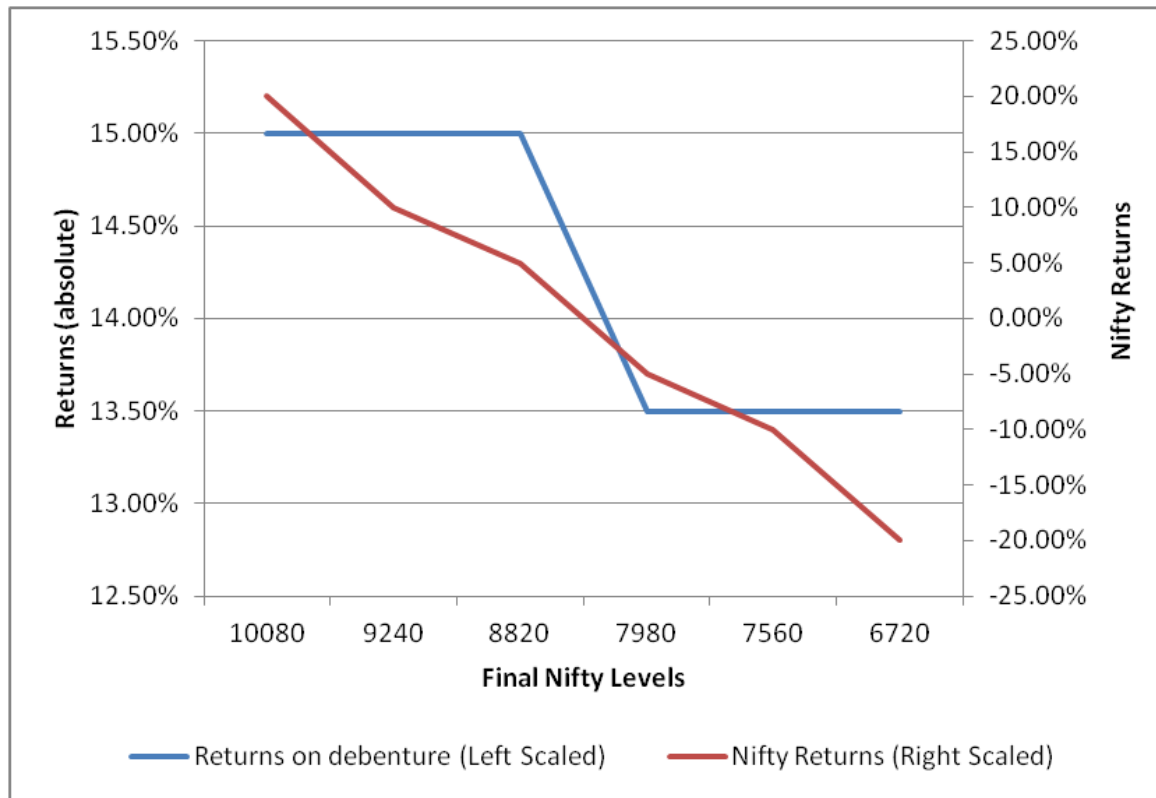
B. Scenario Analysis for calculation of Redemption Amount)

The scenario analysis set out below is an illustrative representation of the returns on the Principal Protected Debentures in the following scenarios.

A) Tabular Representation (For illustration purpose only)

**Tabular
Representation**

Scenario Analysis							
Scenario	Initial Level	Final Level	Performance	Return on debenture	Investment in NCD	Redemption Amt	Annualized return
I - Rising Market Condition	8400	9240	10.00%	15.00%	3,000,000	3,450,000	12.00%
	8400	10080	20.00%	15.00%	3,000,000	3,450,000	12.00%
II - Stable Market Condition	8400	8820	5.00%	15.00%	3,000,000	3,450,000	12.00%
	8400	7980	-5.00%	13.50%	3,000,000	3,405,000	10.80%
III - Falling Market Condition	8400	7560	-10.00%	13.50%	3,000,000	3,405,000	10.80%
	8400	6720	-20.00%	13.50%	3,000,000	3,405,000	10.80%

B) Graphical Representation

Note: This scenario analysis is being provided for illustrative purposes only. It does not represent all possible outcomes.

Disclaimer in relation to the Scenario Analysis

The above analysis has been provided to you by Karvy Financial Services Limited (“**KFSL**”) and/or its affiliates, for information purposes only and should not be used in substitution for the exercise of independent judgment by each Investor. The assumptions, values and parameters used are not the only possibilities that might reasonably have been selected and therefore no guarantee is given as to the accuracy, completeness or reasonableness of any such quotations, disclosure or analyses. KFSL and/or affiliates shall not be under any obligation to update the analysis.

No representation or warranty is made that any indicative performance or return indicated will be achieved by the Debentures in the future. Furthermore, no representation or warranty, express or implied, is made by KFSL and/or its affiliates as to the accuracy, completeness, or fitness for any particular purpose of the analysis or calculation methodology used.

Under no circumstances shall KFSL and/or its affiliates have any liability for a) any loss, damage or other injury in whole or in part caused by, resulting from, in connection with, or relating to, any error (negligent or otherwise) of KFSL and/or affiliates in connection with the assumptions, compilation, methodology, interpretation, communication, publication or delivery of the above analysis, or b) any direct, indirect, special, consequential, incidental or compensatory damages or liability whatsoever (including, without limitation, lost profits), in either case caused by reliance upon or otherwise resulting from or in connection with or relating to the use of (including the inability to use or the misinterpretation of) the above analysis.

This is a structured product. The investment decision is yours but you should not invest in this product unless the intermediary (if any) who sells it to you has explained to you and you believe that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

Annexure – 2**DISCLOSURES AND INFORMATION RELATING TO THE REFERENCE INDEX**

The material included in this Section with respect to the Reference Index is of limited scope and consists only of extracts from, or summaries of, documents, or information or data which are publicly available and have been assumed to be reliable. However, this information is provided to prospective investors for their convenience only. The Issuer accepts no responsibility for the accuracy or completeness of the information concerning the Reference Index or for the occurrence of any event which would affect the accuracy or completeness of such information. In deciding whether to subscribe to the Debentures, prospective investors should form their own view of the merits of investing in the Debentures based upon their own investigation, including consultation with their own professional advisers as they may consider appropriate, and not in reliance upon the information herein.

DESCRIPTION OF THE INDEX

The CNX Nifty is a well diversified 50 stock index accounting for 22 sectors of the economy. It is used for a variety of purposes such as benchmarking fund portfolios, index based derivatives and index funds.

CNX Nifty is owned and managed by India Index Services and Products Ltd. (IISL), which is a joint venture between NSE and CRISIL. IISL is India's first specialised company focused upon the index as a core product.

- The CNX Nifty Index represents about 65.87% of the free float market capitalization of the stocks listed on NSE as on December 31, 2012.
- The total traded value for the last six months ending December 2012 of all index constituents is approximately 50.23% of the traded value of all stocks on the NSE.
- Impact cost of the CNX Nifty for a portfolio size of Rs.50 lakhs is 0.06% for the month December 2012.
- CNX Nifty is professionally maintained and is ideal for derivatives trading.

From June 26, 2009, CNX Nifty is computed based on free float methodology.

List of CNX NIFTY stocks

Company Name	Industry	Symbol	Series	ISIN Code
ACC Ltd.	CEMENT & CEMENT PRODUCTS	ACC	EQ	INE012A01025
Ambuja Cements Ltd.	CEMENT & CEMENT PRODUCTS	AMBUJACEM	EQ	INE079A01024
Asian Paints Ltd.	CONSUMER GOODS	ASIANPAINT	EQ	INE021A01026
Axis Bank Ltd.	FINANCIAL SERVICES	AXISBANK	EQ	INE238A01034
Bajaj Auto Ltd.	AUTOMOBILE	BAJAJ-AUTO	EQ	INE917I01010
Bank of Baroda	FINANCIAL SERVICES	BANKBARODA	EQ	INE028A01013
Bharat Heavy Electricals Ltd.	INDUSTRIAL MANUFACTURING	BHEL	EQ	INE257A01026
Bharat Petroleum Corporation Ltd.	ENERGY	BPCL	EQ	INE029A01011
Bharti Airtel Ltd.	TELECOM	BHARTIARTL	EQ	INE397D01024
Cairn India Ltd.	ENERGY	CAIRN	EQ	INE910H01017
Cipla Ltd.	PHARMA	CIPLA	EQ	INE059A01026
Coal India Ltd.	METALS	COALINDIA	EQ	INE522F01014
DLF Ltd.	CONSTRUCTION	DLF	EQ	INE271C01023
Dr. Reddy's Laboratories Ltd.	PHARMA	DRREDDY	EQ	INE089A01023
GAIL (India) Ltd.	ENERGY	GAIL	EQ	INE129A01019
Grasim Industries Ltd.	CEMENT & CEMENT PRODUCTS	GRASIM	EQ	INE047A01013
HCL Technologies Ltd.	IT	HCLTECH	EQ	INE860A01027
HDFC Bank Ltd.	FINANCIAL SERVICES	HDFCBANK	EQ	INE040A01026
Hero MotoCorp Ltd.	AUTOMOBILE	HEROMOTOCO	EQ	INE158A01026
Hindalco Industries Ltd.	METALS	HINDALCO	EQ	INE038A01020
Hindustan Unilever Ltd.	CONSUMER GOODS	HINDUNILVR	EQ	INE030A01027
Housing Development Finance Corporation Ltd.	FINANCIAL SERVICES	HDFC	EQ	INE001A01036
I T C Ltd.	CONSUMER GOODS	ITC	EQ	INE154A01025
ICICI Bank Ltd.	FINANCIAL SERVICES	ICICIBANK	EQ	INE090A01013
IDFC Ltd.	FINANCIAL SERVICES	IDFC	EQ	INE043D01016
IndusInd Bank Ltd.	FINANCIAL SERVICES	INDUSINDBK	EQ	INE095A01012
Infosys Ltd.	IT	INFY	EQ	INE009A01021
Jindal Steel & Power Ltd.	METALS	JINDALSTEL	EQ	INE749A01030
Kotak Mahindra Bank Ltd.	FINANCIAL SERVICES	KOTAKBANK	EQ	INE237A01028
Larsen & Toubro Ltd.	CONSTRUCTION	LT	EQ	INE018A01030
Lupin Ltd.	PHARMA	LUPIN	EQ	INE326A01037
Mahindra & Mahindra Ltd.	AUTOMOBILE	M&M	EQ	INE101A01026
Maruti Suzuki India Ltd.	AUTOMOBILE	MARUTI	EQ	INE585B01010
NMDC Ltd.	METALS	NMDC	EQ	INE584A01023
NTPC Ltd.	ENERGY	NTPC	EQ	INE733E01010
Oil & Natural Gas Corporation Ltd.	ENERGY	ONGC	EQ	INE213A01029
Power Grid Corporation of India Ltd.	ENERGY	POWERGRID	EQ	INE752E01010
Punjab National Bank	FINANCIAL SERVICES	PNB	EQ	INE160A01014
Reliance Industries Ltd.	ENERGY	RELIANCE	EQ	INE002A01018
Sesa Sterlite Ltd.	METALS	SSLT	EQ	INE205A01025
State Bank of India	FINANCIAL SERVICES	SBIN	EQ	INE062A01012
Sun Pharmaceutical Industries Ltd.	PHARMA	SUNPHARMA	EQ	INE044A01036
Tata Consultancy Services Ltd.	IT	TCS	EQ	INE467B01029
Tata Motors Ltd.	AUTOMOBILE	TATAMOTORS	EQ	INE155A01022
Tata Power Co. Ltd.	ENERGY	TATAPOWER	EQ	INE245A01021
Tata Steel Ltd.	METALS	TATASTEEL	EQ	INE081A01012
Tech Mahindra Ltd.	IT	TECHM	EQ	INE669C01028
UltraTech Cement Ltd.	CEMENT & CEMENT PRODUCTS	ULTRACEMCO	EQ	INE481G01011
United Spirits Ltd.	CONSUMER GOODS	MCDOWELL-N	EQ	INE854D01016
Wipro Ltd.	IT	WIPRO	EQ	INE075A01022

CNX Nifty

Method of Computation

CNX Nifty is computed using market capitalization weighted method, wherein the level of the index reflects the total market value of all the stocks in the index relative to a particular base period. The method also takes into account constituent changes in the index and importantly corporate actions such as stock splits, rights, etc without affecting the index value.

Base Date and Value

The base period selected for CNX Nifty index is the close of prices on November 3, 1995, which marks the completion of one year of operations of NSE's Capital Market Segment. The base value of the index has been set at 1000 and a base capital of Rs.2.06 trillion.

Criteria for Selection of Constituent Stocks

The constituents and the criteria for the selection judge the effectiveness of the index. Selection of the index set is based on the following criteria:

Liquidity (Impact Cost), Floating Stock and Others

Liquidity (Impact Cost)

For inclusion in the index, the security should have traded at an average impact cost of 0.50% or less during the last six months for 90% of the observations for a basket size of Rs. 2 Crores.

Impact cost is cost of executing a transaction in a security in proportion to the weightage of its market capitalisation as against the index market capitalisation at any point of time. This is the percentage mark up suffered while buying / selling the desired quantity of a security compared to its ideal price (best buy + best sell) / 2

Floating Stock

Companies eligible for inclusion in CNX Nifty should have at least 10% floating stock. For this purpose, floating stock shall mean stocks which are not held by the promoters and associated entities (where identifiable) of such companies.

Others

a) A company which comes out with a IPO will be eligible for inclusion in the index, if it fulfils the normal eligibility criteria for the index like impact cost, market capitalisation and floating stock, for a 3 month period instead of a 6 month period.

b) Replacement of Stock from the Index:

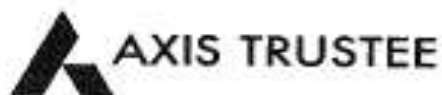
A stock may be replaced from an index for the following reasons:

- i. Compulsory changes like corporate actions, delisting etc. In such a scenario, the stock having largest market capitalization and satisfying other requirements related to liquidity, turnover and free float will be considered for inclusion.

- ii. When a better candidate is available in the replacement pool, which can replace the index stock i.e. the stock with the highest market capitalization in the replacement pool has at least twice the market capitalization of the index stock with the lowest market capitalization.

With respect to (2) above, a maximum of 10% of the index size (number of stocks in the index) may be changed in a calendar year. Changes carried out for (2) above are irrespective of changes, if any, carried out for (1) above.

Annexure – 3



ATSL/CO/11-12/5484
February 14, 2012

Karvy Financial Services Ltd.
B-502, Business Square, Solitaire Park,
Andheri (E), Mumbai - 400093

Kind Attn: Mr. Sunil Samdani - Chief Financial Officer

Dear Sir,

Sub: Debenture Trustee to proposed Secured Redeemable Non Convertible
Debentures (NCDs) aggregating upto Rs. 100 crores (tenure more than one year)

We Axis Trustee Services Limited hereby consent to act as Debenture Trustee to your abovementioned issue of NCDs on private placement basis and are agreeable to the inclusion of our name as Debenture Trustee in the Information Memorandum and/or application to be made to the Stock Exchange for the listing of Debentures.

Yours truly,
For Axis Trustee Services Limited


Dhruba Bora
Deputy General Manager

Annexure – 4



ICRA Limited

CONFIDENTIAL

November 19, 2014

Mr. Sunil Samdani
Chief Financial Officer
Karvy Financial Services Limited
 Building no 7, Office No. 762, 6th floor,
 Solitaire Park, Andheri East
 Mumbai 400 093.

Dear Sir,

Re: ICRA rating for Rs. 75 crore Principal Protected NCD Programme of Karvy Financial Services Limited

This is with reference to your request dated November 18, 2014, for re-validating your rating for the Principal Protected NCD Programme of Rs. 75 crore.

We confirm that the “PP-MLD[ICRA]A” rating with a Stable outlook, assigned to the captioned programme of your company and last communicated to you vide our letter dated December 11, 2013 stands. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

The other terms and conditions for the credit rating of the aforementioned instrument shall remain the same vide our letter Ref: 2013-14/MUM/1036 dated December 11, 2013

With kind regards,
 For ICRA Limited


ANJAN GHOSH
 Executive Vice President


KALPESH GADA
 Senior Vice President

Annexure 5
Copy of the Board resolution

CIN: U67190MH2001PLC227379

KARVY FINANCE

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON WENESDAY, THE 27TH DAY OF AUGUST, 2014, AT 9.30 A.M. AT 4TH FLOOR, CONFERENCE ROOM, KARVY CENTRE, 46, AVENUE 4, STREET NO. 1, ROAD NO. 1, BANJARA HILLS, HYDERABAD – 500 034

"RESOLVED THAT pursuant to the provisions of Section 42, 71 and all other applicable provisions, if any, of the Companies Act, 2013, (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), RBI circulars/notifications issued/that may be issued with regard to Private Placement of Debentures by NBFCs, SEBI (Issue And Listing Of Debt Securities) Regulations, 2008, SEBI Guidelines for Issue and Listing of Structured Products/ Market Linked Debentures, 2011, and any subsequent amendments thereto, and where applicable, the provisions of Foreign Exchange Management Act, 1999 and the Foreign Exchange Management (Transfer or issue of Security by a Person Resident Outside India) Regulations, 2000, enabling provisions of the Memorandum and Articles of Association of the Company, such other applicable rules, regulations, guidelines or laws and/or any approval, consents, sanctions, permissions, if any, required from Central Government, Reserve Bank of India and any other appropriate regulatory authorities, Institutions or Body and subject to such terms, conditions, alterations, corrections, changes, variations and/or modifications, if any, as may be, prescribed by any one of them while granting any such approval, consent, permission and /or sanction which may be considered appropriate and approved by the Board of Directors of the Company (hereinafter referred to as the "Board", which expression shall include any committee thereof for the time being to which all or any of the powers conferred on the Board by this resolution may have been delegated), and subject to the approval of the members, the consent of the Board be and is hereby accorded to issue, offer and allot, non convertible debentures (NCD's) by way of private placement upto Rs. 500 crores in one or more tranches during a period of one year from the date of passing this resolution within the overall borrowings limits of the company approved by the shareholders under section 180 (1) (C) of the Companies Act, 2013."

"RESOLVED THAT for the purpose of giving effect to the resolutions above, the Board be and is hereby authorised to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary, proper or desirable and to settle any question, difficulty or doubt that may arise in regard to the offer, issue, allotment and utilization of the proceeds of the issue of the NCDs including but not limited to the determining of face value, issue size, issue price, tenor, security, yield, allotment, creation of such mortgage/hypothecation/ charge on the Companies assets under Section 180(1)(a) of the Companies Act, 2013, and such other terms of issue in respect of the aforesaid NCDs, as they may in their absolute discretion deem fit."

"RESOLVED THAT the Board be and is hereby authorised to delegate all or any of the powers herein conferred to any Committee of Directors or any other Officer(s)/ Authorised Representative(s) of the Company to give effect to the aforesaid resolution."



Karvy Financial Services Limited

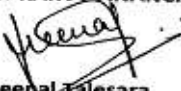
Registered Office: 762, Building No. 7, 6th Floor, Solitaire Corporate Park, Andheri (East), Mumbai - 400093.
T: +91-22-67875300 | F: +91-22-67875334 | www.karvyfinance.com

CIN: U67190MH2001PLC227379

KARVY FINANCE
"RESOLVED THAT the above resolutions are in partial modification of the resolutions approved by the members at the extraordinary general meeting held on 15th November, 2013."

Certified to be true,

For **KARVY FINANCIAL SERVICES LIMITED**


Meenal Talsara
Company Secretary

M.No: A22658

Address: 46, Avenue 4, Street No. 1
Road No. 10, Banjara Hills,
Hyderabad, 500034, Telangana



Annexure 6
Copy of the Debenture issuance and allotment committee resolution

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DEBENTURE ISSUANCE AND ALLOTMENT COMMITTEE OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON THURSDAY, THE 20TH DAY OF NOVEMBER, 2014, AT 10.00 A.M AT 8-2-609/K, AVENUE 4, STREET NO.1, BANJARA HILLS, HYDERABAD – 500 034.

Authorisation to Issue of B – 42 Series Debentures

“RESOLVED THAT pursuant to members approval at the extra ordinary general meeting held on 4th September, 2014, according approval for the issue and allotment of Secured Redeemable Non-Convertible Debentures (NCDs) of value, not exceeding Rs. 500 crores in aggregate, on a private placement basis to one or more banks, financial institutions, mutual funds, individuals etc., approval of the committee be and is hereby accorded to the private placement offer document- Series B- 42; a draft whereof is tabled at the meeting and further consent of the committee be and is hereby given for the issue of Series B-42 consisting of an issue of up to 100 (Hundred) Principal Protected, Rated, Secured, Listed, Redeemable, Non-Convertible Equity Linked Debentures (“NCDs” or “Debentures”) of the face value of Rs. 10,00,000/- (Rupees Ten Lakhs Only) each, for cash, aggregating to Rs. 10,00,00,000/- (Rupees Ten Crores Only), with Coupon linked to the CNX NIFTY Index on a Private Placement Basis (the “Issue”) with the right to retain oversubscription on a private placement basis upon the following terms and conditions:-

TERMS AND CONDITIONS OF THE DEBENTURES

1. Issuer	The Company
2. Type and Nature of Instrument	Principal Protected Rated Secured Listed Redeemable Non-Convertible Debenture
3. Security Name	Karvy Financial Services Limited Index Linked Series B42
4. Underlying/ Reference Index	CNX Nifty Index
5. Seniority/Class of Security	Senior
6. Mode of Issue	Private Placement



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CIN No. : U67190MH2001PLC227379

7. Eligible Investors	<ul style="list-style-type: none"> (a) Scheduled Commercial Bank, (b) Co-operative Bank, (c) Regional Rural Bank, (d) Provident Fund, Superannuation Fund or Gratuity Fund, (e) Mutual Fund, (f) Company, Bodies Corporate, Statutory Corporation, (g) Registered Society, (h) Partnership firm, (i) Hindu Undivided Family ("HUF"), (j) Individual, (k) Private trust, or (l) Portfolio Manager
8. Option to retain oversubscription (Amount)	NA
9. Purposes and Objects of the Issue	The Company proposes to increase its resources to meet its requirements of funds to carry on its business operations.
10. Details of the utilization of the proceeds	The proceeds of this Issue would be utilized for general corporate purposes.
11. Face Value/Issue Price	<p>Rs. 10,00,000/- (Rupees Ten Lakhs Only) per instrument.</p> <p>The Debentures have been issued at Face Value. The Issue Price has been decided on the basis of multiple parameters, including but not limited to market yield, credit rating of the Issuer, specific features such as call option, market linked return and pricing of previously issued bonds, having similar features.</p>
12. Issue Size	Rs. 10,00,00,000/- (Rupees Ten Crores Only)
13. Minimum application and in multiples thereafter	3 (Three) Debenture and in multiples of 1(one) thereafter
14. Tenor	456 Days
15. Opening Date of Issue	November 20, 2014
16. Closing Date of Issue	November 21, 2014 .The Offer Document is valid up to and including the Closing Date of Issue. No Applications shall be accepted after the Closing Date of Issue.

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17. Pay-in date	November 20, 2014 – November 21, 2014	
18. Deemed Date of Allotment (DDA)	November 21, 2014	
19. Date of Allotment (DA)	10 days from DDA subject to receipt of all mandatory documents. The Company will allot the Debentures on the date of allotment only if mandatory documents have been submitted by you before the DDA. In case of non submission of mandatory documents including the details pertaining to your demat account with NSDL, the application will be rejected and the application money will be refunded without any interest within 15 days from the DDA.	
20. Initial Fixing Level	Simple average of official closing level of CNX Nifty Index as on Initial Fixing Dates	
21. Final Fixing Level	Simple average of official closing level of CNX Nifty Index as on Final Fixing date(s)	
22. Nifty Performance	{Final Fixing Level / Initial Fixing Level} – 1	
23. Coupon Rate	Scenario	Coupon
	If Nifty Performance > = 0%	15.00%
	If Nifty Performance < 0%	13.50%
24. Coupon Payout	Coupon will be paid on the Face Value of the Debenture, if applicable. The Coupon (Interest) payment shall be rounded to nearest rupee as per FIMMDA 'Handbook on market practices'.	
25. Coupon Type	Index Linked [CNX Nifty Linked]	
26. Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	N/A	
27. Step Up/ Step Down Coupon Rate	N/A	
28. Interest on Application Money	None	
29. Default Interest Rate	Absolute interest rate of 1% payable over and above the Coupon Rate as specified above	
30. Redemption Date/Coupon Payment Date/Coupon Payment Frequency	February 21, 2016	


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31. Redemption Amount	Face Value * (1 + Coupon)
32. Redemption Premium/ Discount	None
33. Discount at which security is issued and the effective yield as a result of such discount	Current issue of Debentures is not being made at a discount
34. Put Option	None
35. Put Option Date	NA
36. Put Option Price	NA
37. Call Option	None
38. Call Option Date	NA
39. Call Option Price	NA
40. Put Notification Time	NA
41. Call Notification Time	NA
42. Issuance & Trading Mode	DEMATERIALIZED form
43. Depository	NSDL
44. Rating	PP-MLD-[ICRA] A [pronounced P P M L D ICRA A] with stable outlook for Rs.75 Crores by ICRA Limited.
45. Listing	The Issuer proposes to list the Debentures on the WDM segment of the BSE within 20(twenty) days of Deemed Date of Allotment.
46. Mode of Repayment	Payment will be made by the Issuer by way of direct credit through Electronic Clearing Service ("ECS"), Real Time Gross Settlement ("RTGS") or National Electronic Funds Transfer ("NEFT") and where such facilities are not available the Issuer shall make payment of all such amounts by way of cheque(s)/demand draft(s)/ coupon warrant(s), which will be dispatched to the Debenture Holder(s) by registered post/ speed post/ courier or hand delivery.
47. Record Date	Record date for Coupon (Interest) Payment and Principal Payment is 15 (Fifteen) days prior to the Date of Redemption. Coupon Payout and Principal Repayment: Coupon (Interest) and Principal shall be payable to the Beneficial Holder as per the records of the Depository on Record Date.

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48. Initial Fixing Date(s)	<table border="1"> <thead> <tr> <th>Number</th><th>Final Fixing Date(s)*</th></tr> </thead> <tbody> <tr> <td>1</td><td>November 27, 2014</td></tr> <tr> <td>2</td><td>December 24, 2014</td></tr> <tr> <td>3</td><td>January 29, 2015</td></tr> </tbody> </table>	Number	Final Fixing Date(s)*	1	November 27, 2014	2	December 24, 2014	3	January 29, 2015
Number	Final Fixing Date(s)*								
1	November 27, 2014								
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49. Final Fixing Date(s)	<table border="1"> <thead> <tr> <th>Number</th><th>Final Fixing Date(s)*</th></tr> </thead> <tbody> <tr> <td>1</td><td>September 24th, 2015</td></tr> <tr> <td>2</td><td>October 29th, 2015</td></tr> <tr> <td>3</td><td>November 26th, 2015</td></tr> </tbody> </table> <p>* In case the Final Fixing Date(s) is a holiday, Business Day Convention shall apply.</p>	Number	Final Fixing Date(s)*	1	September 24th, 2015	2	October 29th, 2015	3	November 26th, 2015
Number	Final Fixing Date(s)*								
1	September 24th, 2015								
2	October 29th, 2015								
3	November 26th, 2015								
50. Early Redemption for Extraordinary Reason and Force Majeure	<p>To be exercised by the Company on all Debentures of the series and not in part at any time after DDA on occurrence of any one of the following events-</p> <p>"Issuer Tax Event" and/or "Change in Law" and/or "Force Majeure Event" and/or "Hedging Disruption Event" and/or "Market Suspension Event" and/or "Increased Cost of Hedging" and/or "Reference Index Modification Event".</p> <p>In case of a "Force Majeure Event", the Company may at its discretion and without being under an obligation to do so, arrange for the redemption of the Debentures and intimate the Debenture Holders by giving notice, within a reasonable time period (but not less than 5 Business Days) from the occurrence of above event, which such notice shall be irrevocable. The Debentures shall be redeemed within the third Business Day from the date of notice to the Debenture Holders ("Exercise Date").</p> <p>In case of "Issuer Tax Event" and/or "Change in Law" and/or "Hedging Disruption Event" and/or "Increased Cost of Hedging" and/or "Reference Index Modification Event", the Company may at its discretion and without being under an obligation to do so, arrange for the redemption of the Debentures and intimate the Debenture Holders by giving notice, within 5 (five) working days from the occurrence of</p>								

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	<p>above event, which such notice shall be irrevocable. The Debentures shall be redeemed within the third Business Day from the date of notice to the Debenture Holders ("Exercise Date").</p> <p>In case of "Market Suspension Event", the Company may at its discretion and without being under an obligation to do so, arrange for the redemption of the Debentures and intimate the Investors by giving notice, within 5 working days from the occurrence of above mentioned event, which such notice shall be irrevocable. The Debentures shall be redeemed on the immediately succeeding Business Day following the date of notice ("Exercise Date").</p> <p>Redemption proceeds in case of early termination is exercised by the Company under any circumstances mentioned above, the Debenture Holder shall be paid, in respect of each Debenture held by such holder, the fair value of the Debenture calculated as on such Exercise Date.</p> <p>The fair value will be calculated by the Calculation Agent based <i>inter alia</i> on the following:</p> <ul style="list-style-type: none"> • For the Principal Repayment: The present value of the Face Value of the Debenture discounted at the prevailing borrowing cost of the Company as on the Exercise Date; and • For Interest Payment: The fair value of the Reference Index Linked Payout as on the Exercise Date as determined appropriate by the Calculation Agent.
51. Day Count Basis	Actual
52. Security/Principle Terms of Assets Charged	<p>The Debenture shall be secured in favour of the Trustee vide Debenture Trust Deed for the benefit of the Debenture Holders by way of:</p> <p>(i) a first floating charge on loan against shares receivables of the Company, whether now belonging to the Company or that may at any time during the continuance of the security, ranking <i>pari passu</i> amongst the Debenture Holders and</p> <p>(ii) a first fixed charge on certain moveable properties of the Company such as furniture, telephone, etc. (as more specifically described in the Debenture Trust Deed) whether now belonging to the Company or that may at any time during the continuance of the security, ranking <i>pari passu</i></p>

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	amongst the Debenture Holders.
53. Security Cover	The Company shall maintain a minimum Security Cover of 1 (one) through the tenor of the Debentures.
54. Revaluation and replacement of security	
55. Business Day Convention	If any of the date(s), including the Record Date, as defined in this Information Memorandum fall on a Sunday or a public holiday, the next working day shall be considered as the effective date. However incase Redemption Date (for payment of Principal and Coupon, if any) falls on Sunday or a public holiday, the previous working day shall be considered as the effective date.

RESOLVED FURTHER THAT the consent be and hereby accorded to appoint Calculation Agents for the above referred NCD's issue, and Mr. M. Yugandhar, Director, Mr. V. Mahesh, Director, Mr. Amit Saxena, Whole-Time Director & CEO and Mr. Sunil Samdani, CFO, are hereby severally authorized to finalise the terms and conditions of their appointment and to sign all such documents/letters/papers as may be required and to do all such incidental acts, deeds and things as may be necessary there for.

RESOLVED FURTHER THAT Mr. M. Yugandhar, Director, Mr. V. Mahesh, Director, Mr. Amit Saxena, Whole-Time Director & CEO, and Mr. Sunil Samdani, CFO, of the Company, be and are hereby severally authorized to sign and execute all such agreements, deeds, papers and documents and to do all such acts as may be required to give effect to the aforesaid resolution.

RESOLVED FURTHER THAT Mr. M. Yugandhar, Director, Mr. V. Mahesh, Director, Mr. Amit Saxena, Whole-Time Director & CEO, and Mr. Sunil Samdani, CFO, of the Company, be and are hereby severally authorized to discuss the other terms and to execute the Information Memorandum/Debenture Trust Deed/Deed of Hypothecation and enter into the Debenture Subscription Agreement and/or execute/sign any other documents (including security documents), agreements or papers, on behalf of the Company, and to do all such incidental acts, deeds and things as may be necessary to give effect to the aforesaid resolution.

RESOLVED FURTHER THAT Mr. M. Yugandhar, Director, Mr. V. Mahesh, Director and Mr. Amit Saxena, Whole-time Director & CEO, of the company, are hereby severally authorized for submission of requisite e-forms pertaining to particulars of charge with the Registrar of Companies, where required, submission



Karvy Financial Services Limited

Registered Office: 762, Building No. 7, 6th Floor, Solitaire Corporate Park, Andheri (East), Mumbai - 400093.

T: +91 22 67875300 | F: +91 22 67875334 | www.karvyfinance.com

CIN No. : U67190MH2001PLC227379

of such other forms/returns/ reports to statutory/regulatory authorities on behalf of the company, from time to time.

RESOLVED FURTHER THAT the common seal of the company be affixed to all such documents as may be considered expedient in the presence of the Company Secretary and Mr. Sunil Samdani, CFO, in accordance with the Articles of Association of the Company."

Certified to be true,
For **KARVY FINANCIAL SERVICES LIMITED**


Meena Talesara
Company Secretary

M.No: A22658

Address: 46, Avenue 4, Street No. 1
Road No. 10, Banjara Hills,
Hyderabad, 500034, Telangana



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CIN No. : U67190MH2001PLC227379

Annexure 7

Copy of the Shareholders Resolution – 180(1)(c)

CIN: U67190MH2001PLC227379

KARVY FINANCE

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE MEMBERS AT THE EXTRA ORDINARY GENERAL MEETING OF THE COMPANY HELD ON FRIDAY, THE 15TH DAY OF NOVEMBER, 2013, AT 1.30 P.M. AT 7TH FLOOR, HALLMARK BUSINESS PLAZA, SANT DNYANESHWAR MARG ,BANDRA (EAST), MUMBAI – 400051.

"RESOLVED THAT in partial modification of the earlier resolutions passed by the members and in pursuance of Section 180 (1)(c) and other applicable provisions, if any, of the Companies Act, 2013, the consent of the company be and is hereby accorded, for borrowing from time to time any sum or sums of money which, together with the monies, already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's bankers in the ordinary course of business), may exceed the aggregate for the time being of the paid up Capital of the Company and its free reserves, provided that the total amount of money/moneys so borrowed by the Board shall not at any time exceed the limit of Rs. 3000 crores (Rupees Three Thousand Crores only)".

For KARVY FINANCIAL SERVICES LIMITED


Meenal Talesara
 Company Secretary
 M.No: A22658



Address: 46, Avenue 4, Street No. 1
 Road No. 10, Banjara Hills,
 Hyderabad, 500034, Telangana

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Annexure 8

Copy of the Shareholders Resolution

CIN: U67190MH2001PLC227379

KARVY FINANCE

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF THE COMPANY AT EXTRA ORDINARY GENERAL MEETING HELD ON THURSDAY, THE 4TH DAY OF SEPTEMBER, 2014, AT 11.00 A.M. AT 46, AVENUE 4, KARVY HOUSE, ROAD NO.10, BANJARA HILLS, HYDERABAD- 500034

"RESOLVED THAT pursuant to the provisions of Section 42, 71 and all other applicable provisions, if any, of the Companies Act, 2013, (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force), RBI circulars/notifications issued/that may be issued with regard to Private Placement of Debentures by NBFCs, SEBI (Issue And Listing Of Debt Securities) Regulations, 2008, SEBI Guidelines for Issue and Listing of Structured Products/ Market Linked Debentures, 2011, and any subsequent amendments thereto, and where applicable, the provisions of Foreign Exchange Management Act, 1999 and the Foreign Exchange Management (Transfer or issue of Security by a Person Resident Outside India) Regulations, 2000, enabling provisions of the Memorandum and Articles of Association of the Company, such other applicable rules, regulations, guidelines or laws and/or any approval, consents, sanctions, permissions, if any, required from Central Government, Reserve Bank of India and any other appropriate regulatory authorities, Institutions or Body and subject to such terms, conditions, alterations, corrections, changes, variations and/or modifications, if any, as may be, prescribed by any one of them while granting any such approval, consent, permission and /or sanction which may be considered appropriate and approved by the Board of Directors of the Company (hereinafter referred to as the "Board", which expression shall include any committee thereof for the time being to which all or any of the powers conferred on the Board by this resolution may have been delegated), the consent of the members be and is hereby accorded to issue, offer and allot, non convertible debentures (NCD's) by way of private placement upto Rs. 500 crores in one or more tranches during a period of one year from the date of passing this resolution within the overall borrowings limits of the company approved by the shareholders under section 180 (1) (C) of the Companies Act, 2013."

"RESOLVED THAT for the purpose of giving effect to the resolutions above, the Board be and is hereby authorised to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary, proper or desirable and to settle any question, difficulty or doubt that may arise in regard to the offer, issue, allotment and utilization of the proceeds of the issue of the NCDs including but not limited to the determining of face value, issue size, issue price, tenor, security, yield, allotment, creation of such mortgage/hypothecation/ charge on the Companies assets under Section 180(1)(a) of the Companies Act, 2013, and such other terms of issue in respect of the aforesaid NCDs, as they may in their absolute discretion deem fit."

"RESOLVED THAT the Board be and is hereby authorised to delegate all or any of the powers herein conferred to any Committee of Directors or any other Officer(s)/ Authorised Representative(s) of the Company to give effect to the aforesaid resolution."



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CIN: U67190MH2001PLC227379

KARVY FINANCE

"RESOLVED THAT the above resolutions are in partial modification of the resolutions approved by the members at the extraordinary general meeting held on 15th November, 2013."

Certified to be true,
For **KARVY FINANCIAL SERVICES LIMITED**



Meena Talesara
Company Secretary



M.No: A22658

Address: 46, Avenue 4, Street No. 1
Road No. 10, Banjara Hills,
Hyderabad, 500034, Telangana

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CIN: U67190MH2001PLC227379

KARVY FINANCE

CERTIFIED COPY OF THE EXPLANATORY STATEMENT IN RESPECT OF THE SPECIAL RESOLUTION PASSED BY THE MEMBERS OF THE COMPANY AT EXTRA ORDINARY GENERAL MEETING HELD ON THURSDAY, THE 4TH DAY OF SEPTEMBER, 2014, AT 11.00 A.M. AT 46, AVENUE 4, KARVY HOUSE, ROAD NO.10, BANJARA HILLS, HYDERABAD- 500034

Your company is one of the fast expanding NBFCs registered with the Reserve Bank of India, which is into the business of extending loans viz, loans against gold, securities finance, secured business loans etc to various individuals/corporates/other entities. Your Company needs to strengthen its financial position and net worth by augmenting its long term resources in order to enhance its competitiveness and also its ability to compete with the peer groups.

For the above purposes as also for meeting the requirements for general corporate purposes, your company borrows funds in the form of private placement of NCDs, rupee term loans from banks/financial institutions etc, issue of commercial papers etc, all of which are a significant source of borrowings for the company.

It is proposed to seek an enabling authorization of the members of the Company in favor of the Board of Directors ("Board") which expression for the purposes of this resolution shall include any committee of Directors constituted by the Board, without the need for any further approval from the Members, for the offer, issuance and allotment of NCD's as mentioned in the notice. In view of the same approval of the members is being sought by way of a special resolution to offer or invite subscriptions for NCDs on a private placement basis, in one or more tranches, during the period of one year from the date of passing of the Resolution at Item No. 1 within the overall borrowing limits of the Company, as approved by the Members from time to time.

As per Section 42 of the Act read with the Rules framed there under, a company offering or making an invitation to subscribe to Non Convertible Debentures ("NCD") on a private placement basis, is required to obtain the prior approval of the Shareholders by way of a Special Resolution. In case of offer of NCDs such an approval by way of a previous special resolution obtained once a year shall be sufficient for all the offers and invitations made for such NCDs during the year. The issue price of the NCDs shall be determined as per the SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

The Board recommends the Special Resolution as set out in the Item No. 1 of the Notice for your approval.



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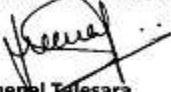
CIN: U67190MH2001PLC227379

KARVY FINANCE

None of the Company's directors, managers, key managerial personnel, or their relatives has any concern or interest, financial or otherwise, if any, in this resolution.

Certified to be true,

For **KARVY FINANCIAL SERVICES LIMITED**


Meenal Talesara
Company Secretary

M.No: A22658

Address: 46, Avenue 4, Street No. 1
Road No. 10, Banjara Hills,
Hyderabad, 500034, Telangana



APPLICATION FORM

KARVY FINANCIAL SERVICES LIMITED
BUILDING NO. 7, OFFICE NO. 762, 6TH FLOOR,
SOLITAIRE PARK, ANDHERI (E), MUMBAI 400 093

APPLICATION FORM
Sr. No. _____
SERIES NO. B-42

Dear Sirs,

I/ We have read and understood the contents of the Offer document dated 20th November, 2014 for the private placement of Debentures and apply for allotment of Debentures to me/us. The amount payable on application as shown below is remitted herewith. On allotment, please place our name on the Register of Debenture Holders. By investing in the Debentures, I/we understand that, as Debenture Holder(s), I/we bear the risk of loss that may occur with respect to my/our investment in the Debentures, due to a change in any applicable law or regulation in the jurisdiction(s) of the Debenture Holder(s) or the issuer. I/we shall not look to the Issuer for indemnification or to make good all or any part of any such loss that I/we may suffer/have suffered due to such change in the applicable law.

I/ We bind myself/ourselves to the terms and conditions as contained in the Offer Document. I/we note that the Company is entitled in its absolute discretion, to accept or reject this application in whole, or in part, without assigning any reason whatsoever.

(PLEASE READ THE INSTRUCTIONS ON THE REVERSE CAREFULLY BEFORE FILLING THIS FORM)

All capitalised terms used in this application form which are not defined shall have the meaning attributed to them in the Offer Document.

The application shall be for a minimum of 3 (Three) Debenture and in Multiples of 1(One) Debenture thereafter		
No. of Debentures applied for (in words)		
No. of Debentures applied for (in figures)		
Amount (Rs.) (in words)		
Amount (Rs.) (in figures)		
Date of Cheque	Cheque/DemandDraft drawn on (Name of Bank & Branch)	Cheque/Demand Draft No.

We are applying as (Tick (√) whichever is applicable) *

1	Commercial Bank	2	Financial Institution	3	Insurance Company	4	Others	5	Mutual Fund
---	-----------------	---	-----------------------	---	-------------------	---	--------	---	-------------

Applicant Details

NAME & ADDRESS of the Applicant [including Phone no. , Fax, Email]			
TAX DETAILS	PAN or GIR No.	IT Circle/Ward/District	Not Allotted

DETAILS OF BANK ACCOUNT

Bank Name & Branch _____	
Account No.	Nature of Account

RESIDENTIAL STATUS: INDIAN () NON INDIAN ()

TAX STATUS: NON EXEMPT () EXEMPT () (IF EXEMPT PLEASE SPECIFY)

(If exempt, please provide supporting documents from income tax authorities)

REQUEST FOR NON CONVERTIBLE SECURED DEBENTURES (NCDs) IN ELECTRONIC FORM

I/We, the undersigned, want delivery of Debentures of Karvy Financial Services Limited, in Electronic Form. Details of my/our Beneficiary (Electronic) account are given below:

Depository Name	NSDL							
Depository Participant Name								
DP – ID	I	N						
Beneficiary Account Number								
Name of Applicant								

I/We understand that:

(1) In case of allotment of NCDs to me/us, my/our Beneficiary Account as mentioned above would get credited to the extent of allotted NCDs;

(2) In case of allotment of NCDs to me/us, if NCDs cannot be credited to my/our Beneficiary Account, for any reason whatsoever, I/We will be given physical Debenture Certificate(s);

(3) If the names of applicants in this application are not identical and also in the same order with the Beneficiary Account details with the above mentioned DP, only physical certificates will be issued;

(4) Applicants must ensure that the sequence of names as mentioned in the Application Form matches that of the account held with the DP.

**TO BE FILLED IN ONLY IF THE APPLICANT IS AN -
INDIVIDUAL/INSTITUTION/COMPANY/BODY CORPORATE (INCLUDING SOCIETY)**

	Names of the Authorized Signatories	Designation	Signature
1.			
2.			
3			
4			

I/We have read and understand the terms and conditions of the issue of Debentures. I/We bind ourselves to these terms and conditions and wish to apply for allotment of these Debentures.

I/We confirm that I/we are not a non-resident Indian and /or an overseas corporate body. We request you to please place our name(s) on the Register of Debenture Holders.

I/We confirm that I/we are aware that the distributor (if any) has been or will be remunerated by the Company as per the arrangement with the Company for the distribution of the Debentures. I/We confirm that I/we are aware that for each Debenture applied for, a Placement Charges of up to 3.00% of the Issue Price shall be payable on each Debenture to the distributor (if any). I/We confirm that I/we are aware that for each Debenture applied for, an amount equal to the sum of the Issue Price of the Debenture and the Placement Charges shall be payable by me/us.

I/We understand that we are assuming on our own account, all risk of loss that may occur or be suffered by us including as to the returns on and/or the sale value of the Debentures and shall not look directly or indirectly to the Issuer (or to any person acting on its or their behalf) to indemnify or otherwise hold us harmless in respect of any such loss and/or damage. I / We confirm that we are aware that, as returns on the Debentures are structured and linked to the Reference Index or Asset, we may receive negligible returns or not receive any returns at all till the date immediately succeeding the Final Valuation Date and as a result at any time during the life of the Debentures till the Final Valuation Date the value of the Debentures may be substantially less than its redemption value. I / We understand that KARVY FINANCIAL SERVICES LIMITED may communicate to or intimate me / us only by e-mail or facsimile message and I / we undertake to accept the same as a valid communication or intimation as if such communication or intimation had been otherwise hand delivered or delivered by registered post or courier. I / We undertake that upon sale or transfer to subsequent investor or transferee ("**Transferee**"), I / We shall convey all the terms and conditions contained herein (including the fact that these Debentures cannot be sold to a Non-Resident Indian and/or an Overseas Corporate Body) to such Transferee. I / We undertake that we shall not sell or transfer the Debentures to a Non-Resident Indian and/or an Overseas Corporate Body. In the event of any Transferee (including any intermediate or final Debenture Holder) suing the Issuer (or any person acting on its or their behalf) we shall indemnify the Issuer (and all such persons acting on its or their behalf) and also hold the Issuer and each of such person harmless in respect of any claim by any Transferee.

Sole/First Applicant's

Second Applicant's

Third Applicant's

Signature

Signature

Signature

PARTNERSHIP FIRMS TO ADDITIONALLY COMPLETE:

Our investing in the Debentures on its terms is within the scope of our investment policy and is not in conflict with the provisions of the partnership deed currently in force.

We confirm that the investment in the Debentures are being made by and on behalf of the Partners (and binds all the Partners jointly and severally), and that the Partnership is in force and existing, and the investment is, for good order, hereby acknowledged and ratified by all of us, jointly and severally.

The execution and delivery of this Form and investment in the Debentures have been and remain duly authorised by all the partners, and do not contravene any provisions of the Partnership Deed as currently in force, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Partnership or its assets or any of the Partners or their respective assets.

As the legal guardian of _____ a minor, introduced to the benefits of the Partnership w.e.f. _____, Mr. _____, hereby confirms that the above applies equally to _____ as if he/she were a Partner.

Mr. _____, acting in his capacity as Karta of an Hindu Undivided Family (“HUF”) declares that the above applies to equally bind each of the co-parcenors and beneficiaries of the HUF.

Name(s) of Partner /Guardian / Karta

Signature

1. _____
2. _____
3. _____
4. _____ (Guardian of minor)
5. _____ (Karta of HUF)

COMPANIES (INCLUDING SOCIETIES) TO ADDITIONALLY COMPLETE:

All necessary corporate or other necessary action has been taken to authorise the valid delivery of this Form, and we have corporate ability and authority, to invest in the Debentures. This application and subscribing to the Debentures does not and will not contravene any provisions of the Memorandum and the Articles of Association, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting us or our assets.

For and on behalf of

 Authorised Signatory
 For
 Name:

 Authorised Signatory
 For

TO BE FILLED IN ONLY IF THE APPLICANT IS A PORTFOLIO MANAGER:

- 1) We, as Portfolio Managers, are fully in compliance with the laws and regulations applicable to us including the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 (“**PM Regulations**”), the Structured Products Guidelines and the applicable Anti-Money Laundering Laws;
- 2) We are appropriately investing in the Debentures on behalf of our client, the principal of the investment (“**Client**”) and the investment in the Debentures is within the scope of our authority including pursuant to the agreement entered into by us with the Client, as provided for by Regulation 14 of the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 (the “**Agreement**”), and accordingly binds the Client. Should there be any dispute by the Client as regards the investment in the Debentures including but not limited to the scope of our authority with regard to such investment, we shall be deemed to be the principal and any loss or liability arising out of the investment in the Debentures shall be to our own account and/or dealt with entirely by us with the Client, with no reference to KARVY FINANCIAL SERVICES LIMITED (“**KFSL**”);
- 3) We have strictly complied with all applicable know-your-client norms in relation to the Client;
- 4) We have conducted suitability and appropriateness checks on each of our Clients pursuant to the PM Regulations (as applicable) and the Structured Products Guidelines, and we have fully advised each of our Clients of the risks relating to investment in the Debentures and of their rights against us as its principal and accept responsibility for such advice.
- 5) We consent to the disclosure or provision by KFSL to any governmental or regulatory authority, or under any requirement of law, any information regarding the Client (to the extent made available to KFSL by us) and the investment in the Debentures, as required of KFSL under applicable regulations and/or as requested by any governmental or regulatory authority or under a provision of law;
- 6) We further agree to provide to KFSL such additional information that KFSL deems necessary or appropriate in order for KFSL to comply with any such regulations and/or requests or requirements; and we also further agree (including on the basis of any request made by KFSL in this regard), to provide to any GOVERNMENTAL OR REGULATORY AUTHORITY ANY INFORMATION REGARDING THE CLIENT, THE INVESTMENT IN THE DEBENTURE AS REQUIRED UNDER REGULATIONS AND/OR REQUESTED BY ANY GOVERNMENTAL OR REGULATORY OR OTHER AUTHORITY
- 7) We shall ensure that the Client understands the risks involved in investment in the Debentures and is capable of taking the risks posed by such Debentures and shall satisfy itself that the Debentures are suitable to the risk profile of the Client;
- 8) We shall provide our Clients with a copy of the Offer Document;
- 9) We shall guide our Clients as to where the valuations (of the Debentures) will be available;
- 10) We shall guide our Clients as to the applicable exit loads/exit options/liquidity support, (if any) etc. being provided by the Company in/through the secondary market;

- 11) We further agree that we are appropriately investing in these Debentures on behalf of our Clients and that our activities have not violated and will not violate applicable laws as regards private placement. Accordingly, we confirm and undertake that we have not and will not use the name of the Issuer or any of this group entities or any of the words in any of its advertisement or any marketing material and we have not acted and shall not act in a manner that would render this Issue of Debentures, an offer to the public.

SOLE/ FIRST APPLICANT'S

SECOND APPLICANT'S

THIRD APPLICANT'S

SIGNATURE

SIGNATURE

SIGNATURE

ASSOCIATION OF PERSONS (“AOP”) TO ADDITIONALLY COMPLETE:

Our investing in the Debentures on its terms is within the scope of our investment policy and is not in conflict with the provisions of the Agreement/Deed constituting the AOP currently in force.

We confirm that the investment in the Debentures are being made by and on behalf of all the individuals forming the AOP (and binds all such individuals jointly and severally), and that the AOP is in force and existing, and the investment is, for good order, hereby acknowledged and ratified by all of us, jointly and severally.

The execution and delivery of this Form and investment in the Debentures have been and remain duly authorised by all the individuals forming the AOP, and do not contravene any provisions of the Agreement/Deed constituting the AOP as currently in force, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the AOP or its assets or any of the individuals forming the AOP or their respective assets.

As the legal guardian of _____, a minor, a constituent of the AOP Mr. _____, hereby confirms that the above applies equally to _____

Mr. _____, acting in his capacity as *Karta* of an Hindu Undivided Family (“HUF”) declares that the above applies to equally bind each of the co-parcenors and beneficiaries of the HUF.

Name(s) of Authorised Representative of the AOP /Guardian / Karta

Signature

1. _____
2. _____
3. _____
4. _____ (Guardian of minor)
5. _____ (*Karta* of HUF)

PRIVATE TRUST TO ADDITIONALLY COMPLETE:

Our investing in the Debentures on its terms is within the scope of our investment policy and is not in conflict with the provisions of the trust deed currently in force.

We confirm that the investment in the Debentures are being made by and on behalf of the Trustees (and binds all the Trustees jointly and severally), and that the Trust is in force and existing, and the investment is, for good order, hereby acknowledged and ratified by all of us, jointly and severally.

The execution and delivery of this Form and investment in the Debentures have been and remain duly authorised by all the trustees, and do not contravene any provisions of the Trust Deed as currently in force, or any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the Trust or its assets or any of the Trustees or their respective assets

Name(s) of Trustee(s)

1. _____
2. _____
3. _____

ACKNOWLEDGEMENT SLIP
(To be filled in by Applicant)

KARVY FINANCIAL SERVICES LIMITED
BUILDING NO. 7, OFFICE NO. 762, 6TH FLOOR,
SOLITAIRE PARK, ANDHERI (E), MUMBAI 400 093

APPLICATION FORM
SR. NO.
SERIES NO. B-42

Received from First/Sole Applicant's Name	
Address	
For an application of the following number of Debentures	
Total Number of Debentures Applied	
Total Amount Payable for the Debentures Applied (@Rs.10,00,000 per Debenture)	
For payment made by	
() Cheque / Demand Draft Number	Drawn on
() Fund Transfer to Karvy Financial Services Limited A/c No. 00210340006973 with HDFC Bank	Instrument / Instruction Date

Thank you for applying for the above Debenture issue. Please note, Cheques and Drafts are subject to realisation.
For any further information regarding the same, please contact us at:

Structured Products Desk

702, Hallmark Business plaza, Sant Dnyaneshwar Marg, Bandra (East), Off BKC, Mumbai 400051
Tel: 91-22-61491625; Fax: 91-22-61491577