



December 20, 2017

To,

**The Manager,
National Stock Exchange of India Ltd.**
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra East,
Mumbai-400051

**The Manager
BSE Limited**
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400023

**The Manager,
The Calcutta Stock Exchange Ltd**
7, Lyons Range
Kolkata 700001

Scrip Code: SATIN

Scrip Code: 539404

Scrip Code: 30024

Dear Sir/Madam,

Sub: Details of Investment Agreements

Pursuant to Regulation 30 read with schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, set forth below are the brief details of:

- (i) Investment Agreement entered by and among the Company, its Promoters and Kora Investments I LLC (“Kora”) on December 19, 2017, as Annexure-I.
- (ii) Investment Agreement entered by and among the Company, its Promoters and Nordic Microfinance Initiative Fund III KS (“NMI”) on December 19, 2017, as Annexure-II.
- (iii) Investment Agreement entered by and among the Company, its Promoters and IndusInd Bank Limited (“IndusInd”) on December 19, 2017, as Annexure-III.

This is for your information and record.

Thanking You,

Yours Sincerely,

For Satin Creditcare Network Limited
For SATIN CREDITCARE NETWORK LIMITED


CHOUHARY RUNVEER KRISHANAN
COMPANY SECRETARY & COMPLIANCE OFFICER

(Choudhary Runveer Krishanan) NO. F7437
Company Secretary & Compliance Officer

Enclosed: as stated above



Annexure-I

1. Name(s) of parties with whom the investment agreement (“IA”) is entered

Following are the parties to the IA:

- a. Satin Creditcare Network Limited (“Company”)
- b. Kora Investments I LLC (“Kora”)
- c. Mrs. Anureet H P Singh
- d. Mr. HP Singh
- e. Mr. Satvinder Singh
- f. Mrs. Neeti Singh
- g. Parishek Finance Private Limited
- h. Parinita Investments Private Limited
- i. Satin (India) Ltd
- j. Niryas Food Products Private Limited
- k. Satin Media Solutions Limited
- l. Taco Consultants Private Limited
- m. UV Associates Private Limited
- n. Trishashna Holdings & Investments Private Limited

The individuals/entities mentioned from (c) to (n) hereinabove are hereinafter referred to as the “Promoters”.

2. Purpose of entering into the agreement

The Company has agreed to utilize the subscription consideration to be received from Kora pursuant to the terms and conditions of the IA in applying to its Tier 1 Capital and in line with objects set forth in the explanatory statement attached to the Notice dated November 24, 2017 for the extra-ordinary general meeting of the Company. The IA has been entered into for the purpose of recording the terms and conditions governing the relationship of the parties to the IA and to record their respective rights and obligations and other matters incidental thereto.

3. Shareholding, if any, in the entity with whom the agreement is executed

The proposed allottee is Kora (non-promoter category) and its current shareholding in the Company is NIL.

4. Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.

The significant terms of the IA (in brief) are the following:





- a. For an agreed restricted period, the Promoters have agreed to be classified as the “promoter / promoter group” (as defined under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009) of the Company and collectively hold at least 75% of 1,24,13,981 Equity Shares held by the Promoters (and which includes the Equity Shares in the name of Late Mr. Harbans Singh) in the Company.
- b. So long as Kora Shares held by Kora, do not fall below 4.5% (four point five per cent) of the Equity Share capital of the Company on a fully diluted basis, Kora has a right to appoint 1 (one) director on the board of the Company.
- c. So long as Kora Shares held by Kora, do not fall below 4.5% (four point five per cent) of the paid up equity share capital of the Company on a fully diluted basis, Kora has the first right to participate in any further issuance of shares of the Company, pro-rata to its shareholding in the Company and on the same terms as the proposed issuance up to its then existing shareholding in the Company.
- d. The Company has provided certain representations and warranties relating to the Company to Kora and has granted an indemnity to Kora.

5. Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship

Kora is not related to the promoter/promoter group of the Company.

6. Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length”

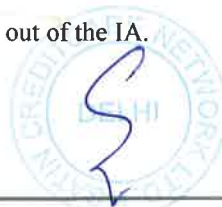
Not applicable.

7. In case of issuance of shares to the parties, details of issue price, class of shares issued

The common private placement offer of the Company will be issued to Kora to offer upto 23,88,060 (Twenty Three Lakh Eighty Eight Thousand and Sixty) equity shares of the Company of face value of INR 10/- (Indian Rupees Ten only) each (each an “Equity Share”) to Kora at an issue price of INR 335 (Indian Rupees Three Hundred and Thirty Five only) per Equity Share (such Equity Shares, the “Kora Shares”) for an amount not exceeding INR 80,00,00,000.

8. Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.

There is no potential conflict of interest arising out of the IA.





Annexure-II

1. Name(s) of parties with whom the investment agreement (“IA”) is entered

Following are the parties to the IA:

- a. Satin Creditcare Network Limited (“Company”)
- b. Nordic Microfinance Initiative Fund III KS (“NMI”)
- c. Mrs. Anureet H P Singh
- d. Mr. HP Singh
- e. Mr. Satvinder Singh
- f. Mrs. Neeti Singh
- g. Parishek Finance Private Limited
- h. Parinita Investments Private Limited
- i. Satin (India) Ltd
- j. Niryas Food Products Private Limited
- k. Satin Media Solutions Limited
- l. Taco Consultants Private Limited
- m. UV Associates Private Limited
- n. Trishashna Holdings & Investments Private Limited

The individuals/entities mentioned from (c) to (n) hereinabove are hereinafter referred to as the “Promoters”.

2. Purpose of entering into the agreement

The Company has agreed to utilize the subscription consideration to be received from NMI pursuant to the terms and conditions of the IA in applying to its Tier 1 Capital and in line with objects set forth in the explanatory statement attached to the Notice dated November 24, 2017 for the extra-ordinary general meeting of the Company. The IA has been entered into for the purpose of recording the terms and conditions governing the relationship of the parties to the IA and to record their respective rights and obligations and other matters incidental thereto.

3. Shareholding, if any, in the entity with whom the agreement is executed

The proposed allottee, NMI (non-promoter category) is an existing investor in the Company and holds 2,772,304 (Two Million Seven Hundred and Seventy Two Thousand Three Hundred and Four) equity shares of the Company of face value of INR 10/- (Indian Rupees Ten only) each (each an “Equity Share”), as on the date of the IA.

4. Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.



The rights available to the Equity Shares held by NMI as on the date of the IA under the Articles of Association of the Company will also be available to the Equity Shares allotted to NMI under the IA.

5. Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship

NMI is not related to the promoter/promoter group of the Company.

6. Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length"

Not applicable.

7. In case of issuance of shares to the parties, details of issue price, class of shares issued

The common private placement offer of the Company will be issued to NMI to offer upto 597,014 (Five Hundred Ninety Seven Thousand and Fourteen) Equity Shares to NMI at an issue price of INR 335 (Indian Rupees Three Hundred and Thirty Five only) per Equity Share for an amount not exceeding INR 20,00,00,000.

8. Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.

There is no potential conflict of interest arising out of the IA except Mr. Arthur Sletteberg, nominee director of NMI to the extent of shareholding of NMI in the Company.





Annexure-III

1. Name(s) of parties with whom the investment agreement (“IA”) is entered

Following are the parties to the IA:

- a. Satin Creditcare Network Limited (“Company”)
- b. IndusInd Bank Limited (“IndusInd”)
- c. Mrs. Anureet H P Singh
- d. Mr. HP Singh
- e. Mr. Satvinder Singh
- f. Mrs. Neeti Singh
- g. Parishek Finance Private Limited
- h. Parinita Investments Private Limited
- i. Satin (India) Ltd
- j. Niryas Food Products Private Limited
- k. Satin Media Solutions Limited
- l. Taco Consultants Private Limited
- m. UV Associates Private Limited
- n. Trishashna Holdings & Investments Private Limited

The individuals/entities mentioned from (c) to (n) hereinabove are hereinafter referred to as the “Promoters”.

2. Purpose of entering into the agreement

The Company has agreed to utilize the subscription consideration to be received from IndusInd pursuant to the terms and conditions of the IA, for enhancement of capital base and for general corporate purposes.

The Company and IndusInd propose to enter into a business correspondent arrangement pursuant to which the Company will act as a business correspondent agent to IndusInd for microfinance business on terms and conditions as are mutually agreed in a business correspondent agreement to be executed by and between IndusInd and the Company. In order to enhance this alliance, it has been proposed to issue Optionally Convertible Cumulative Redeemable Preference Shares (“OCCRPS”), on the terms and conditions contained in the IA.

The IA also records the terms and conditions governing the relationship of the parties to the IA and their respective rights and obligations and other matters incidental thereto.

3. Shareholding, if any, in the entity with whom the agreement is executed

The proposed allottee is IndusInd (non-promoter category) and its current shareholding in the Company is NIL.

4. Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.

The significant terms of the IA in brief are the following:

- (i) For an agreed restricted period, the Promoters have agreed to be classified as the “promoter / promoter group” (as defined under the SEBI (Issue of Capital and Disclosure Requirements)



Regulations, 2009) of the Company and collectively hold at least 9,310,486 Equity Shares in the Company.

- (ii) IndusInd has a right to appoint 1 (one) director on the board of the Company.
- (iii) IndusInd has, subject to applicable law and confidentiality obligations, certain information rights in the Company.
- (iv) The Company has provided certain representations and warranties relating to the Company to IndusInd and the Company has granted an indemnity to IndusInd.

5. Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship

IndusInd is not related to the promoter/promoter group of the Company.

6. Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length".

Not applicable.

7. In case of issuance of shares to the parties, details of issue price, class of shares issued

The common private placement offer of the Company will be issued to IndusInd to offer 1,343,283 (One Million Three Hundred and Forty Three Thousand Two Hundred and Eighty Three) OCCRPS to IndusInd at an issue price of INR 335 (Indian Rupees Three Hundred and Thirty Five only) per OCCRPS for an aggregate amount of INR 44,99,99,805.

8. Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.

There is no potential conflict of interest arising out of the IA.

