



March 23, 2018

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

Scrip Code: SATIN

Scrip Code: 539404

Dear Sir/Madam,

Ref: Submission of Information pursuant to Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

- (i) This is in furtherance to our disclosure dated December 20, 2017 (attached as **Exhibit A**) under the aforementioned regulations in respect of the Investment Agreement entered by and among the Company, its Promoters and IndusInd Bank Limited (“**IBL**”) on December 19, 2017 (“**Investment Agreement**”). We wish to inform you that the parties to the Investment Agreement have signed an addendum to the Investment Agreement on March 23, 2018 (“**IA Addendum**”). The brief details of the IA Addendum are attached as **Annexure-I**.
- (ii) Also, in furtherance to our disclosure dated February 8, 2018 (attached as **Exhibit B**) under the aforementioned regulations in respect of the Business Correspondent Agreement entered by and among the Company and IndusInd Bank Limited (“**IBL**”) on February 7, 2018 (“**BC Agreement**”). We wish to inform you that the parties to the BC Agreement have signed an addendum to the BC Agreement on March 23, 2018 (“**BC Addendum**”). The brief details of the BC Addendum are attached as **Annexure- II**.

This is for your information and record.

Thanking You,

Yours Sincerely,
For Satin Creditcare Network Limited

(Choudhary Runveer Krishanan)
Company Secretary & Compliance Officer



Enclosed: as stated above



Annexure-I

1. Name(s) of parties to the agreement

Following are the parties to the IA Addendum:

- a. Satin Creditcare Network Limited (“**Company**”)
- b. IndusInd Bank Limited (“**IBL**”)
- 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. Nature of the Agreement

The IA Addendum is an amendment to the Investment Agreement dated December 19, 2017 by and among the Company, the Promoters and IBL (“**Investment Agreement**”).

3. Date of execution of the Agreement

Addendum to the Investment Agreement was executed on March 23, 2018 (“**IA Addendum**”).

4. Details of amendment and impact thereof or reasons of termination and impact thereof

Under the Investment Agreement, IBL has been granted a right to appoint 1 (one) director on the board of directors of the Company (“**Board Seat Right**”). By entering into the IA Addendum, the Parties have clarified the tenor of the Board Seat Right by expressly stating that the Board Seat Right will be available to IBL from the date IBL’s exposure exceeds a certain specified threshold and will continue until IBL’s exposure falls below such threshold.





Annexure-II

1. Name(s) of parties to the agreement

Following are the parties to the BC Addendum:

- a. Satin Creditcare Network Limited (“**Company**”)
- b. IndusInd Bank Limited (“**IBL**”)

The entities mentioned hereinabove are hereinafter referred to as the “Parties”.

2. Nature of the Agreement

The BC Addendum is an amendment to the Business Correspondent Agreement dated February 7, 2018 by and among the Company and IBL (“**BC Agreement**”).

3. Date of execution of the Agreement

Addendum to the BC Agreement was executed on March 23, 2018 (“**BC Addendum**”).

4. Details of amendment and impact thereof or reasons of termination and impact thereof

Under the BC Agreement, IBL has been granted a right to appoint 1 (one) director on the board of directors of the Company (“**Board Seat Right**”). By entering into the BC Addendum, the Parties have clarified the tenor of the Board Seat Right by expressly stating that the Board Seat Right will be available to IBL from the date IBL’s exposure exceeds a certain specified threshold and will continue until IBL’s exposure falls below such threshold.





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-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.





February 8, 2018

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

Scrip Code: SATIN

Scrip Code: 539404

Dear Sir/Madam,

Sub: Brief terms of the Business Correspondent Agreement;

Pursuant to Regulation 30 read with schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, we wish to inform you that the Company and IndusInd Bank Limited have entered into a Business Correspondent Agreement on February 7, 2018 (“**BC Agreement**”). The brief details of the BC Agreement are attached as **Annexure- I**

This is for your information and record.

Thanking You,

Yours Sincerely,
For **Satin Creditcare Network Limited**

(Choudhary Runveer Krishanan)
Company Secretary & Compliance Officer



Enclosed: as stated above

Annexure-I

1. Name(s) of entity with whom Business Correspondent Agreement (“BC Agreement”) is entered

Following are the parties to the BC Agreement:

- a. Satin Creditcare Network Limited (“Company”)
- b. IndusInd Bank Limited (“IBL”)

The entities mentioned hereinabove are hereinafter referred to as the “Parties”.

2. Purpose of entering into the agreement

The purpose of the BC Agreement is for the Company to act as a business correspondent agent to IBL.

3. Size of agreement

Indeterminable

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

IBL’s current equity shareholding in the Company is NIL. However, for details of the preference shareholding of IBL, please refer to our description under Point 7 of **Exhibit A**.

5. Name of party for which such guarantees or indemnity or surety was given

Borrowers/customers to whom IBL will extend micro-finance loans from time to time in accordance with the terms of the BC Agreement.

6. Brief details of such guarantee or indemnity or becoming a surety viz. brief details of agreement entered (if any) including significant terms and conditions, including amount of guarantee.

The significant terms of the BC Agreement in brief are the following:

- a. IBL is desirous of extending micro finance loans at certain programme locations to borrowers and for this purpose, IBL has agreed to appoint the Company as a service provider and to avail certain services of the Company in consideration of fee / charges payable to the Company for such services.
- b. The Company shall be an exclusive business correspondent of IBL for microfinance products at certain defined programme locations. For the avoidance of doubt, there are no restrictions whatsoever on the Company to originate micro-finance loans on its own books outside the programme locations at any time. The Company has agreed to offer to IBL a right of first refusal before offering microfinance products to any third party outside the programme locations.



- c. The Company and IBL have provided certain representations and warranties and the Company has certain indemnification obligations in certain events to IBL.
- d. IBL has been granted a right to appoint 1 (one) director on the board of directors of the Company.
- e. The Company is providing a performance security to IBL comprising of (a) cash collateral, and (b) corporate guarantee. The performance security shall be 7.5% of the disbursal amount of the each tranche and shall be in force till the complete run-off of the portfolio managed by the Company.

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

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

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

Not applicable.

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

Not applicable.

10. In case of loan agreements, details of lender, nature of the loan, total amount of loan granted, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lender for such loan.

Not applicable.

11. 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 BC Agreement.

12. Impact of such guarantee or indemnity or surety on listed entity.

Please refer to Point 6 above.





December 20, 2017

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National Stock Exchange of India Ltd.**
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- (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-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
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- j. Niryas Food Products Private Limited
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- 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.

