

**SONATA FINANCE PVT. LTD.**

II Floor CP-1, PG Towers, Kursi Road, Vikas Nagar,
Lucknow - 226026, Uttar Pradesh, India
Email : info@sonataindia.com, Website : www.sonataindia.com
Ph.: +91-522-2334900, Tol Free : 1800-2100-102
C.I. No.: U65921UP1995PTC035286
NBFC MFI Regn. No.: B-12.00445

Ref: SEBI/BSE/2020-21/018

Date: August 04, 2020

Scrip Code: 956751

To,
The Manager
Listing Department
Bombay Stock Exchange Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai-400001

Subject: Intimation of Interest & Principal Payment Due Date & Record Date as per Regulation 50(1) & Reg 60(2) of SEBI (Listing Obligation & Disclosure Requirement) Regulation 2015 for the month of August 2020.

Dear Sir,

Pursuant to Regulation 50(1) & 60(2) of SEBI (Listing Obligation & Disclosure Requirement) Regulation 2015 notice is hereby given with regard to Due Date of Payment of Principal and Interest & Record Date for the following ISIN Number as given below:

S.No.	ISIN	Due Date	Record Date*	Amount of Interest	Amount of Principal*
1.	INE509M07162	17/08/2020	01/08/2020	Rs. 45,38,325.57	Rs. 19,50,00,000

You are hereby requested to take it on your record.

For Sonata Finance Private Limited


Paurvi Srivastava
(Company Secretary)
ICSI Membership No. A34110



*The above mentioned ISIN (INE509M07162) has been restructured and the copy of In Principle approval is being enclosed for reference.

DCS/COMP/AA/IP/28/20-21

July 31, 2020

The Company Secretary

Sonata Finance Private Limited

II Floor, CP-1, PG Towers, Kursi Road, Vikas Nagar, Lucknow - 226026, Uttar Pradesh, India.

Dear Sir,

Re: In Principle approval for Restructuring 780 Secured, Rated, Listed, Redeemable, Transferable, Non-Convertible Debentures having a face value of Rs. 10,00,000/- only each, aggregating upto Rs. 78 Crores only by Sonata Finance Private Limited ISIN: INE509M07162, Scrip Code: 956751

We acknowledge the receipt of your application dated July 24, 2020 seeking In-Principle approval for modifying the terms of 780 Secured Rated Listed Redeemable Transferable Non-Convertible Debentures listed with the Exchange, in terms of Regulation 59(1) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

In this regard, the Exchange is pleased to grant In-principle approval for the modification as stated in Annexure I:

Exchange will give effect to the aforesaid modifications in the terms of the NCDs subject to Company fulfilling the following conditions:

1. Submission of letter/s issued by National Securities Depository Ltd. and/or Central Depositories Services (India) Ltd. confirming the proposed modifications in the structure/terms of the NCDs.
2. Certified true copy of the In-principle approval received from National Stock Exchange (if applicable)
3. Compliance with the applicable provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as on date.
4. Compliance with applicable provisions of the Companies Act, 2013 and other applicable laws
5. Compliance with change in the guidelines, regulations, directions of the Exchange or any statutory authorities, documentary requirements from time to time.

The Exchange reserves its right to withdraw its In-principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/ Regulations issued by the statutory authorities etc.

This In-principle approval is valid for a period of 3 months from the date of issue of this letter.

Yours faithfully,
For BSE Limited

Sd/-
Rupal Khandelwal
Senior Manager

Sd/-
Raghvendra Bhat
Deputy Manager

Annexure I

1. Amendments to the Debenture Trust Deed

The Parties hereby agree and confirm that the clauses of the Debenture Trust Deed set out in the first column (*Clause Reference*) of the table set out hereinafter (which currently reads as set out in the second column (*Existing Provision*) of the table set out hereinafter) shall be amended to read as set out in the third column (*Amended Provision*) of the table set out hereinafter:

Clause Reference	Existing Provision	Amended Provision
Article - I, Clause 1.1 (<i>Definitions and Construction</i>), sub-clause (xvi) (<i>Coupon Rate</i>) of the Debenture Trust Deed	(xvi) “ Coupon Rate ” means 12.7700% (Twelve Decimal Point Seven SevenZero Zero Percent) per annum, net of withholding taxes, payable semi-annually until the Coupon Reset Date. For the period between the Coupon Reset Date and the Maturity Date, the Coupon Rate shall, in the absence of an agreement on the Coupon Rate between the Debenture Holder(s) and the Company, continue to be 12.7700% (Twelve Decimal Point Seven SevenZero ZeroPercent) net of withholding taxes. The Coupon Rate, as of the date of this Deed, gross of withholding taxes shall amount to 13.50% (Thirteen Decimal Point Five Zero Percent);	(xvi) “ Coupon Rate ” means 12.7700% (Twelve Decimal Point Seven Seven Zero Zero Percent) per annum net of withholding taxes payable semi-annually from the Deemed Date of Allotment until the Coupon Reset Date. On and from the Coupon Reset Date and until the Maturity Date, the Coupon Rate shall be 12.5266% (Twelve Decimal Point Five Two Six SixPercent) per annum, net of withholding taxes, payable semi-annually until the Maturity Date.
Article – II, Clause 2.5, sub-clause (iv) (<i>Change of Tax Deducted at Source</i>) of the Debenture Trust Deed	(iv) Change of Tax Deducted at Source	(iv) Change of Tax Deducted at Source

	<p>If the applicable rate of tax deducted at source is modified and results in a reduction of the net interest received by the Debenture Holder(s), the Company must give written notice to the Debenture Holder(s) as soon as it becomes aware of such change.</p> <p>If the applicable rate of tax deducted at source is modified and results in a reduction of the net interest received by the Debenture Holder(s), the Company shall pay to the Debenture Holder(s) an additional amount so that the net amount received by the Debenture Holder(s) shall equal the amount which it would have received had the rate of the tax deducted at source remained unchanged as on the date of this Deed.</p> <p>For the sake of clarity, the Coupon Rate as on the date of this Deed is 12.7700%(Twelve Decimal Point Seven SevenZero Zero Percent) per annum, net of withholding taxes.</p>	<p>If the applicable rate of tax deducted at source is modified and results in a reduction of the net interest received by the Debenture Holder(s), the Company must give written notice to the Debenture Holder(s) as soon as it becomes aware of such change.</p> <p>If the applicable rate of tax deducted at source is modified and results in a reduction of the net interest received by the Debenture Holder(s), the Company shall pay to the Debenture Holder(s) an additional amount so that the net amount received by the Debenture Holder(s) shall equal the amount which it would have received had the rate of the tax deducted at source remained unchanged as on the date of this Deed.</p> <p>For the sake of clarity, the Coupon Rate as on the Coupon Reset Date, is 12.5266%(Twelve Decimal Point Five Two Six SixPercent) per annum, net of withholding taxes.</p>
<p>Article – II (<i>Amount and Terms of Debentures</i>), Clause 2.9 (<i>Redemption</i>) of the Debenture Trust Deed</p>	<p>2.9 Redemption</p> <p>The Outstanding Principal Amount of the Debentures, together with accrued but unpaid Coupon and additional interest, if any, will be redeemed at par, on the Maturity Date (or earlier in the case of acceleration). The Debentures will not carry any obligation, for Coupon or otherwise, after redemption has</p>	<p>2.9 Redemption</p> <p>The Outstanding Principal Amount of the Debentures, together with accrued but unpaid Coupon and additional interest, if any, will be repaid at par, on the Principal Payment Dates (or earlier in the case of acceleration). The Debentures will not carry any obligation, for Coupon or otherwise,</p>

	occurred and all amounts due have been paid.	after redemption has occurred and all amounts due have been paid.
Schedule II (<i>Coupon Payment Dates, Principle Payment Dates and Principle Amount</i>) of the Debenture Trust Deed	Please refer to Annexure I below.	Please refer to Annexure II below.

2. Amendments to the Information Memorandum

The Parties hereby agree and confirm that the clauses of the Information Memorandum set out in the first column (*Clause Reference*) of the table set out hereinafter (which currently reads as set out in the second column (*Existing Provision*) of the table set out hereinafter) shall be amended to read as set out in the third column (*Amended Provision*) of the table set out hereinafter:

Clause Reference	Existing Provision	Amended Provision
Section 5.23 (<i>Issue Details</i>) of the Information Memorandum, the paragraph on “ <i>Security Name</i> ”, immediately preceding the paragraph on “ <i>Issuer</i> ”	12.7700%SFPL2022	Until the Coupon Reset Date: On and from the Coupon Reset Date until the Maturity Date: 12.5266%SFPL2022
Section 5.23 (<i>Issue Details</i>) of the Information Memorandum, the paragraph on “ <i>Coupon Rate</i> ”, immediately succeeding the paragraph on	12.7700% (Twelve Decimal Point Seven SevenZero Zero Percent) per annum payable semi-annually until the Coupon Reset Date (net of withholding taxes) and subject to the obligation of the Issuer as provided for in Section 5:8.25 of the IM. The Coupon Rate, as on the date of	12.5266% (Twelve Decimal Point Five Two Six Six Percent) per annum payable semi-annually from the Deemed Date of Allotment until the Maturity Date (net of withholding taxes) and subject to the obligation of the Issuer as provided for in Section 8.25 of this Information Memorandum. The Coupon Rate, gross of withholding

<p>“Details of the utilization of the Proceeds” and immediately preceding the paragraph on “Step Up/ Step Down Coupon Rate”</p>	<p>the Debenture Trust Deed, gross of withholding taxes, shall amount to 13.50% (Thirteen Decimal Point Five Zero Percent).</p> <p>For the period between the Coupon Reset Date and the Maturity Date, the Coupon Rate shall, in the absence of an agreement on the Coupon Rate between the Debenture Holder(s) and the Company, continue to be the same Coupon Rate prevailing on the Deemed Date of Allotment.</p>	<p>taxes, shall amount to 13.2501% (Thirteen Decimal Point Two Five Zero One Percent).</p>
<p>Section 5.23 (Issue Details) of the Information Memorandum, the paragraph on “Coupon Payment Frequency”, immediately succeeding the paragraph on “Step Up/ Step Down Coupon Rate”, and immediately preceding the paragraph on “Coupon Payment dates”</p>	<p>Semi-annually</p>	<p>Semi-annually in the manner set out in Annexure VI (Illustration of Bond Cashflows) of this Information Memorandum.</p>
<p>Section 5.23 (Issue Details) of the Information Memorandum, the paragraph on “Coupon payment dates”, immediately succeeding the paragraph on “Coupon Payment Frequency” and immediately</p>	<p>Semi-annually on January 31 and July 31 of every calendar year until Maturity Date.</p>	<p>Shall mean the dates set out in Annexure VI (Illustration of Bond Cashflows) of this Information Memorandum.</p>

<p>preceding the paragraph on “<i>Coupon Type</i>”</p>						
<p>Section 5.23 (<i>Issue Details</i>) of the Information Memorandum, the paragraph on “<i>Redemption Amount</i>”, immediately succeeding the paragraph on “<i>Redemption Date / Maturity Date</i>” and immediately preceding the paragraph on “<i>Redemption Premium/ Discount</i>”</p>	<p>Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture on the Redemption Date plus accrued Coupon, if any.</p>	<p>Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture on the Principal Payment Date(s) plus accrued Coupon, if any in the manner set out in Annexure VI (<i>Illustration of Bond Cashflows</i>) below.</p>				
<p>Addition of new column on “<i>Principal Payment Date(s)</i>” in Section 5.23 (<i>Issue Details</i>) of the Information Memorandum, immediately succeeding the paragraph on “<i>Redemption Premium / Discount</i>” and immediately preceding the paragraph on “<i>Issue Price</i>”</p>	<p>-</p>	<table border="1"> <tr> <td data-bbox="949 1055 1090 1585"> <p>Principal Payment Date(s)</p> </td> <td data-bbox="1090 1055 1410 1585"> <p>Shall mean the date on which the principal amount / Redemption Amount of the Debentures shall be repaid by the Company to the Debenture Holder(s), being August 17, 2020, July 31, 2021 and July 31, 2022 (subject to adjustments for Business Day Convention) in the manner set out in Annexure VI (<i>Illustration of Bond Cashflows</i>) below.</p> </td> </tr> <tr> <td data-bbox="949 1585 1090 1989"></td> <td data-bbox="1090 1585 1410 1989"> <p>It is hereby clarified that the face value of the entire Debentures shall be reduced to the extent of the principal amount of the Debentures repaid by the Company on the aforesaid Principal Payment Date(s) and that the Debentures shall be entirely redeemed on the Maturity Date.</p> </td> </tr> </table>	<p>Principal Payment Date(s)</p>	<p>Shall mean the date on which the principal amount / Redemption Amount of the Debentures shall be repaid by the Company to the Debenture Holder(s), being August 17, 2020, July 31, 2021 and July 31, 2022 (subject to adjustments for Business Day Convention) in the manner set out in Annexure VI (<i>Illustration of Bond Cashflows</i>) below.</p>		<p>It is hereby clarified that the face value of the entire Debentures shall be reduced to the extent of the principal amount of the Debentures repaid by the Company on the aforesaid Principal Payment Date(s) and that the Debentures shall be entirely redeemed on the Maturity Date.</p>
<p>Principal Payment Date(s)</p>	<p>Shall mean the date on which the principal amount / Redemption Amount of the Debentures shall be repaid by the Company to the Debenture Holder(s), being August 17, 2020, July 31, 2021 and July 31, 2022 (subject to adjustments for Business Day Convention) in the manner set out in Annexure VI (<i>Illustration of Bond Cashflows</i>) below.</p>					
	<p>It is hereby clarified that the face value of the entire Debentures shall be reduced to the extent of the principal amount of the Debentures repaid by the Company on the aforesaid Principal Payment Date(s) and that the Debentures shall be entirely redeemed on the Maturity Date.</p>					

Annexure VI (Illustration of Bond Cashflows) of the Information Memorandum	Please refer to Annexure III below.	Please refer to Annexure IV below.
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ANNEXURE I

SCHEDULE II: COUPON PAYMENT DATES, PRINCIPLE PAYMENT DATES AND PRINCIPLE AMOUNT

Each of the following dates shall be a Coupon Payment Date:

January 31, 2018
July 31, 2018
January 31, 2019
July 31, 2019
January 31, 2020
July 31, 2020
February 1, 2021*
August 2, 2021*
January 31, 2022
July 29, 2022*
* After adjusting for Non-Business Day

Each of the following dates shall be a Principal Payment Date. Set forth next to each Principal Payment Date shall be the amount of the principal to be paid on such date. The exercise of the Put Option or the Call Option would cause the Principal Payment Date to be the Exercise Date as defined above:

July 29, 2022*	INR 78,00,00,000
* After adjusting for Non-Business Day	

BSE Limited Registered Office: Floor 25, P J Towers, Dalal Street, Mumbai – 400 001, India
T : +91 22 2272 8045 / 8055 F : +91 22 2272 3457 www.bseindia.com
Corporate Identity Number: L67120MH2005PLC155188

These dates shall be adjusted as provided in the definitions of “Coupon Payment Date” and “Principal Payment Date” in Clause 1.1.

ANNEXURE II

SCHEDULE II: COUPON PAYMENT DATES, PRINCIPLE PAYMENT DATES AND PRINCIPLE AMOUNT

Each of the following dates shall be a Coupon Payment Date:

January 31, 2018
July 31, 2018
January 31, 2019
July 31, 2019
January 31, 2020
July 31, 2020
August 17, 2020
February 1, 2021*
August 2, 2021*
January 31, 2022
July 29, 2022*
* After adjusting for Non-Business Day

Each of the following dates shall be a Principal Payment Date. Set forth next to each Principal Payment Date shall be the amount of the principal to be paid on such date. The exercise of the Put Option or the Call Option would cause the Principal Payment Date to be the Exercise Date as defined above:

August 17, 2020	INR 19,50,00,000
August 2, 2021*	INR 19,50,00,000
July 29, 2022*	INR 39,00,00,000
* After adjusting for Non-Business Day	

These dates shall be adjusted as provided in the definitions of "Coupon Payment Date" and "Principal Payment Date" in Clause 1.1.

ANNEXURE III

ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	Sonata Finance Private Limited
Face Value (per security)	Rs. 10,00,000/- (Rupees Ten Lakhs only)
Issue Date / Date of Allotment	Issue Opening Date: July 21, 2017 Deemed Date of Allotment: July 31, 2017
Redemption Date	July 31, 2022
Coupon Rate	12.7700% (Twelve Decimal Point Seven Seven Zero ZeroPercent) p.a. net of withholding taxes.
Frequency of the Coupon Payment with specified dates	Coupon payable Semi-annually. First Coupon on January 31, 2018 and July 31 and January 31 of every calendar year until Maturity Date. These dates shall be adjusted as provided in the definition of "Business Day" in Definitions and Abbreviations and the "Business Day Convention" specified in Section 5.23 of the IM.
Day Count Convention	Actual / Actual

Scenario 1: Put / Call Not Exercised				
Cash Flows	Date	No. of days in Coupon Period	Coupon Amount (in Rupees)	Principal Amount (in Rupees)
Issue Amount				
1 st Coupon	31-Jan-18	184	530,82,740	
2 nd Coupon	31-Jul-18	181	522,17,260	
3 rd Coupon	31-Jan-19	184	530,82,740	
4 th Coupon	31-Jul-19	181	522,17,260	
5 th Coupon	31-Jan-20	184	530,59,093	
6 th Coupon	31-Jul-20	182	523,62,295	
7 th Coupon*	1-Feb-21	184	529,61,352	
8 th Coupon*	2-Aug-21	181	522,17,260	

9 th Coupon	31-Jan-22	184	530,82,740	
10 th Coupon*	29-Jul-22	179	516,40,274	
Principal*	29-Jul-22			780,000,000
Total				780,000,000
*After adjusting for non-business days				

Scenario 2: Put / Call Exercised				
Cash Flows	Date	No. of days in Coupon Period	Coupon Amount (in Rupees)	Principal Amount (in Rupees)
Issue Amount				
1 st Coupon	31-Jan-18	184	530,82,740	
2 nd Coupon	31-Jul-18	181	522,17,260	
3 rd Coupon	31-Jan-19	184	530,82,740	
4 th Coupon	31-Jul-19	181	522,17,260	
5 th Coupon	31-Jan-20	184	530,59,093	
6 th Coupon	31-Jul-20	182	523,62,295	
Principal	31-Jul-20			780,000,000
Total				780,000,000

ANNEXURE IV

ANNEXURE VI: ILLUSTRATION OF BOND CASH FLOWS

Illustration of Bond Cash Flows	
Company	Sonata Finance Private Limited
Face Value (per security)	Rs. 10,00,000/- (Rupees Ten Lakhs only)
Issue Date / Date of Allotment	Issue Opening Date: July 21, 2017 Deemed Date of Allotment: July 31, 2017
Redemption Date	July 31, 2022
Principal Payment Date(s)	August 17, 2020, July 31, 2021 and July 31, 2022
Coupon Rate	12.7700% (Twelve Decimal Point Seven Seven Zero ZeroPercent) p.a. net of withholding taxes from the Deemed Date of Allotment until the Coupon Reset Date. On and from the Coupon Reset Date and until the Maturity Date, the Coupon Rate shall be 12.5266% (Twelve Decimal Point Five Two Six SixPercent) p.a. net of withholding taxes.
Frequency of the Coupon Payment with specified dates	Coupon payable Semi-annually. First Coupon on January 31, 2018 and July 31 and January 31 of every calendar year until Maturity Date in the table set out below. These dates shall be adjusted as provided in the definition of "Business Day" in Definitions and Abbreviations and the "Business Day Convention" specified in Section 5.23 of the IM.
Day Count Convention	Actual / Actual

In case Put Option / Call Option is exercised						
Cash Flows	Coupon Accrual Date	Coupon Payment Date	No. of days in Coupon Period	Coupon Amount (in Rupees)	Principal Payment Date(s)	Principal Amount (in Rupees)
Issue Amount	July 31, 2017					78,00,00,000
1 st Coupon	January 31, 2018	January 31, 2018	184.00	50,212,339.73		
2 nd Coupon	July 31, 2018	July 31, 2018	181.00	49,393,660.27		
3 rd Coupon	January 31, 2019	January 31, 2019	184.00	50,212,339.73		

4 th Coupon	July 31, 2019	July 31, 2019	181.00	49,393,660.27		
5 th Coupon	January 31, 2020	January 31, 2020	184.00	50,189,971.43		
6 th Coupon	July 31, 2020	July 31, 2020	182.00	52,331,127.46	July 31, 2020	78,00,00,000
Total						78,00,00,000
* After adjusting for Non-Business Days.						

In case Put Option / Call Option is not exercised						
Cash Flows	Coupon Accrual Date	Coupon Payment Date	No. of days in Coupon Period	Coupon Amount (in Rupees)	Principal Payment Date(s)	Principal Amount (in Rupees)
Issue Amount	July 31, 2017					78,00,00,000
1 st Coupon	January 31, 2018	January 31, 2018	184.00	50,212,339.73		
2 nd Coupon	July 31, 2018	July 31, 2018	181.00	49,393,660.27		
3 rd Coupon	January 31, 2019	January 31, 2019	184.00	50,212,339.73		
4 th Coupon	July 31, 2019	July 31, 2019	181.00	49,393,660.27		
5 th Coupon	January 31, 2020	January 31, 2020	184.00	50,189,971.43		
6 th Coupon	July 31, 2020	July 31, 2020	182.00	52,331,127.46		
7 th Coupon and Principal	August 17, 2020	August 17, 2020	17.00	4,538,325.57	August 17, 2020	19,50,00,000
8 th Coupon*	January 31, 2021	February 1, 2021	167.00	33,453,237.52		
9 th Coupon and Principal*	July 31, 2021	August 2, 2021	181.00	36,339,151.81	August 2, 2021	19,50,00,000
10 th Coupon	January 31, 2022	January 31, 2022	184.00	24,627,638.79		
10 th Coupon and Principal*	July 31, 2022	July 29, 2022	181.00	24,226,101.21	July 29, 2022	39,00,00,000
Total						78,00,00,000
* After adjusting for Non-Business Days.						