

## ANNEXURE I: TERM SHEET

In case of any inconsistencies between the terms set out in this Term Sheet and the Debenture Trust Deed, the terms set out in the Debenture Trust Deed shall prevail.

### TERM SHEET

<b>Issuer/Company</b>	Clix Capital Services Private Limited (“Clix”)										
<b>Type of Instrument</b>	Senior, Secured, Rated, Listed, Redeemable, Taxable Non-Convertible Debentures.										
<b>Debenture Trustee</b>	Catalyst Trusteeship Limited										
<b>Rating Agency</b>	CARE Ratings										
<b>Rating</b>	CARE A (STABLE)										
<b>Legal Counsel</b>	J. Sagar Associates										
<b>Nature of Instrument</b>	Secured										
<b>Issuance Size</b>	INR 25,00,00,000 /- ( Rs. Twenty Five Crores Only )										
<b>Green Shoe</b>	INR 25,00,00,000 /- ( Rs. Twenty Five Crores Only )										
<b>Seniority</b>	Senior										
<b>Mode of Issue</b>	Private Placement										
<b>Face value</b>	INR 1,00,000 (Indian Rupees One Lakh Only)										
<b>Issue Price</b>	INR 1,00,000/- Per Debenture (Indian Rupees One Lakh Only)										
<b>Minimum subscription Size</b>	1 Debentures bearing face value of Rs. 1,00,000/- each and in multiples of 1 Debenture(s) thereafter.										
<b>Issue Schedule</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">EBP (NSE) Bidding Date</td> <td style="text-align: right;">23 May, 2023</td> </tr> <tr> <td>Issue Open Date</td> <td style="text-align: right;">23 May, 2023</td> </tr> <tr> <td>Issue Close Date</td> <td style="text-align: right;">24 May, 2023</td> </tr> <tr> <td>Pay in Date</td> <td style="text-align: right;">24 May, 2023</td> </tr> <tr> <td>Deemed Date of Allotment</td> <td style="text-align: right;">24 May, 2023</td> </tr> </table>	EBP (NSE) Bidding Date	23 May, 2023	Issue Open Date	23 May, 2023	Issue Close Date	24 May, 2023	Pay in Date	24 May, 2023	Deemed Date of Allotment	24 May, 2023
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Issue Open Date	23 May, 2023										
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Pay in Date	24 May, 2023										
Deemed Date of Allotment	24 May, 2023										
<b>Coupon</b>	<b>10.15%</b>										
<b>Tenor</b>	24 months from the Deemed Date of Allotment										
<b>Frequency</b>	Monthly										
<b>Step Up/Step Down Coupon Rate</b>	<p>In the event, credit rating of the Debentures is downgraded from the current rating of A (Stable)” (“<b>Rating</b>”) and/or the credit rating of the Company is downgraded from the current rating of “A” (“<b>Company Rating</b>”) at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.25% (zero decimal two five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Company (“<b>Step Up Rate</b>”). Such increased rate of interest shall be applicable from the date of such downgrade (“<b>Step Up</b>”).</p> <p>Following the Step Up until the rating of the Debentures and/or Company is restored to the Rating and/or the Company Rating (as the case may be), if the rating of the Debentures and/or the Company is upgraded, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch from the rating of the Debentures and/or the Company (until the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be)) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate.</p> <p>It is clarified that, if following the Step Up, the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be), then the interest shall be payable at the</p>										

	<p>Coupon Rate, from the date that the relevant rating is restored.</p> <p>In case the Company has obtained rating in relation to the Debentures and/or the Company from more than one rating agency, the lowest rating issued by the rating agency in relation to the Debentures and/or the Company shall be considered for the purpose of increase in the Coupon Rate.</p> <p>(b) Upon breach of any 2 (two) financial covenants as set out in the financial covenants, on a Covenant Testing Date, the Coupon shall increase by 25 basis points over and above Coupon rate from the date of such event till such breach is remedied.</p>
<b>Ranking</b>	<p>Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.</p> <p>Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p>
<b>Registrar &amp; Transfer Agent</b>	Link Intime Private Limited
<b>Depository</b>	NSDL & CDSL
<b>Issuance mode</b>	Dematerialized, Private Placement
<b>Trading mode</b>	Dematerialized
<b>Settlement mode</b>	Through NSE Clearing Corporation
<b>Settlement Cycle</b>	( T+1) i.e One working days from the closing of the Issue).
<b>Listing</b>	<p>The Debentures are proposed to be listed on the National Stock Exchange (“NSE”) within 3 trading days of the Closure Date. Provided always that the application for listing is required to be completed within 3 trading days of the Issue Closure Date.</p> <p>In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall;</p> <ul style="list-style-type: none"> <li>• pay penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e. from date of allotment to the date of listing)</li> <li>• be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from Stock Exchanges.</li> </ul>
<b>Non-Equity Capital regulatory</b>	Issuance does not form part of non-equity capital regulatory
<b>Business Days</b>	<p>The day on which payment of interest/redemption with respect to debt securities falls due, it has been decided that interest/redemption payments shall be made only on the days when the money market is functioning in Mumbai.</p> <p>Additionally, a day (other than a Saturday, a Sunday or a Bank Holiday) on which banks are open for general business in Mumbai.</p>

<b>Business Day Convention</b>	<ul style="list-style-type: none"> <li>• If any coupon payment date falls on a day that is not a working day, the payment shall be made on the immediately succeeding working day.</li> <li>• If the redemption date of the Debentures falls on a day that is not a working day, the redemption proceeds shall be paid on the immediately preceding working day</li> <li>• If the Maturity Date (also the last coupon payment date) of the Debentures falls on a day that is not a working day, the redemption proceeds and coupon payment shall be paid on the immediately preceding working day.</li> </ul>
<b>Record Date</b>	The date, as may be fixed by the Company, which will be 5 calendar days prior to the coupon payment date on which the determination of the persons entitled to receive coupon/redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL record) shall be made.
<b>End Use</b>	<p>The proceeds of the Issuance will be utilized for the following purposes:</p> <ul style="list-style-type: none"> <li>• General corporate purposes</li> <li>• for the ordinary course of business of the Issuer including repayment/re-financing of existing debt</li> </ul> <p>No part of the proceeds shall be utilized directly/indirectly towards capital markets (debt and equity), land acquisition or usages that are restricted for bank financing.</p>
<b>Security</b>	<p>The Issue shall be secured by way of a first ranking Pari-passu and continuing charge to be created pursuant to the deed of hypothecation to be executed between the Issuer and the Debenture Trustee ("Deed of Hypothecation") over the receivables of the Issuer (the "Hypothecated Assets"). A security cover of 1.10x (One Decimal Point One Zero Times) the value of the outstanding principal plus accrued interest/obligations if any of this Debentures shall be maintained at all times until the redemption of the Debentures ("Security Cover").</p> <p>The security will be created upfront and perfected within 4 (four) days from the Deemed Date of Allotment. Issuer's failure to create and perfect security shall attract 2% additional interest and give an option to the Debenture holders for early redemption.</p>
<b>Eligibility Criteria for the Hypothecated Receivables:</b>	<p>Each asset provided as security must comply with the portfolio origination criteria below:</p> <ul style="list-style-type: none"> <li>• All applicable "know your customer" requirements prescribed by the RBI have been complied with;</li> <li>• The receivables - are "standard" loan i.e. less than 90 (Ninety) dpd.</li> <li>• Each client loans must satisfy the Issuer's credit and underwriting policies, including credit referencing agency checks where commonly used;</li> <li>• Underlying receivables to be secured loans as per Clix product policy, wherever applicable</li> <li>• Each asset shall be standard on the books of Issuer</li> </ul>
<b>Maturity Date</b>	24 (Twenty Four) months from the Deemed Date of Allotment (24 May 2025)
<b>Put Option Date</b>	Not Applicable
<b>Call Option Date</b>	Not Applicable
<b>Put Notification Time</b>	Not Applicable
<b>Call Notification Time</b>	Not Applicable

<b>Day count basis</b>	Actual/Actual
<b>Minimum Application</b>	1 (One) Debenture
<b>Redemption Amount</b>	Entire principal amount is payable to the investors on Maturity Date.
<b>Redemption Date</b>	24 months from the date of allotment
<b>Redemption Premium / Discount</b>	Redemption Premium / Discount
<b>Accelerated/ Mandatory Early Redemption</b>	<p>Subject to Applicable Law, on the occurrence of the following events, and if required by the Debenture Holders (by way of consent of Majority Debenture Holders), the Issuer shall redeem the outstanding Debentures in full together with accrued interest, and all other amounts accrued thereto without any premature redemption penalty whereupon such demand being made, all such outstanding amounts will become due and payable after 30 days:</p> <ul style="list-style-type: none"> <li>• Rating of the instrument downgraded to CARE BBB+ (Stable) or below</li> </ul>
<b>Default Interest Rate</b>	<ul style="list-style-type: none"> <li>• In case of default in payment of interest and / or principal redemption on the due dates, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period.</li> <li>• In case of default by the Issuer in the performance of any of the covenants of this Issuance, including but not limited to the financial covenants of this Issuance, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period</li> </ul>
<b>Delay in execution of DTD/Creation of security</b>	The Issuer and the Debenture Trustee shall execute the Trust Deed within such timelines as may be specified by the Board. Where an Issuer fails to execute the Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, 2013 and SEBI (Issue and Listing of Non-Convertible Securities), 2021, the Issuer shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by the Board to the holder of debt securities, over and above the agreed Coupon Rate, till the execution of the Trust Deed.
<b>Prepayment</b>	Any full or part of Prepayment shall be subject to the consent of the 51% Majority of all Debenture Holders. In case of early redemption of the Debentures, at the instance of the Issuer and post consent of majority debenture holders, on any date other than the Maturity Date and not arising due to an Event of Default, the issuer shall pay a penalty of 1% (One Percent) on the principal amount repaid. The issuer shall give the Debenture Trustee and the Debenture Holders at least 15 (Fifteen) Calendar Days written notice prior to the date of such meeting where Debenture Holders consent for prepayment shall be sought. The Debenture Holders shall respond to such notice within 7 (Seven) Days of receipt of the same. In case a Debenture Holder fails to respond within the stipulated time period after having received the notice, it shall be deemed to have given his consent to such prepayment. Prepayment, if any, shall be at the option of the Issuer other than in case of an event of default.
<b>Prepayment Penalty</b>	The Issuer shall pay a penalty of 1% (One Percent) on the principal amount repaid in case of prepayment at the instance of the Issuer.

<p><b>Interest on application money</b></p>	<p>Interest at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Debentures for the period starting from and including the date of realization of application money in Issuer's bank account up to one day prior to the Deemed Date of Allotment</p> <p>Where Pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid</p>
<p><b>Transaction documents</b></p>	<p>The Issuer has executed/ shall execute the documents including but not limited to the following, as required, in connection with the issue as per the latest SEBI Guidelines / Companies Act 2013 (as applicable) for issuance of NCDs through private placement:</p> <ul style="list-style-type: none"> <li>i) Letter appointing Trustees to the Debenture Holders;</li> <li>ii) Debenture trusteeship agreement;</li> <li>iii) Debenture trust deed;</li> <li>iv) Deed of hypothecation;</li> <li>v) Placement Memorandum (PM);</li> <li>vi) Private placement offer letter (Form PAS 4 forming part of PM);</li> <li>vii) Board resolution authorizing this issuance;</li> <li>viii) Applicable shareholder resolutions under the Companies Act 2013;</li> <li>ix) Deed of hypothecation (including any amendments duly executed thereto);</li> <li>x) Rating agreement with the aforesaid Rating Agency(ies) with respect to this Issuance;</li> <li>xi) Tripartite agreements with the Depository(ies) and Registrar &amp; Transfer Agent; and</li> <li>xii) Any other documents as may be agreed between the Issuer and Debenture Trustee.</li> </ul> <p>All Transaction Documents will comply with the requirements prescribed by the RBI, SEBI and under the Companies Act, 2013 for the issuance of NCDs.</p>

<b>Conditions Precedent</b>	<p>The Issuer shall fulfil the following Conditions Precedent in the format prescribed by the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date for the Debentures:</p> <ul style="list-style-type: none"> <li>i) a copy of resolution of the Company's board of directors/committee of the Company's board of directors authorising the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an appropriate officer of the Company;</li> <li>ii) (to the extent applicable) copies of the resolution of the shareholders of the Company under Section 42 of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company;</li> <li>iii) a copy of the Company's Constitutional Documents certified as correct, complete and in full force and effect by the appropriate officer;</li> <li>iv) execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Document(s)) in a form and manner satisfactory to the Debenture Trustee;</li> <li>v) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures;</li> <li>vi) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue;</li> <li>vii) a copy of the consent from the Registrar to act as theregistrar and transfer agent for the Issue;</li> <li>viii) a copy of the tripartite agreement(s) executed between the Company, the Registrar and the Depository;</li> <li>ix) The Issuer shall have submitted to the Debenture Trustee and Debenture Holders its audited account statements for the most recent financial year or audited financial half-year;</li> <li>x) Execution of the Debenture Trust Deed, Deed of Hypothecation and Debenture Trustee Agreement in form and manner satisfactory to the Debenture Trustee;</li> <li>xi) such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.</li> </ul>
<b>Conditions Subsequent</b>	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment:</p> <ul style="list-style-type: none"> <li>i. the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (two) Business Days from the Deemed Date of Allotment of the respective Series;</li> <li>ii. the Company will ensure listing of Debentures on the NSE within stipulated timelines;</li> <li>iii. the Company shall, inter alia, file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities)</li> </ul>

	<p>Rules, 2014 with the ROC within 4 (four) days of the allotment of Debentures along with a list of the Debenture Holders and PAS 5;</p> <ul style="list-style-type: none"> <li>iv. Filing CHG-9 Form with ROC within stipulated timelines</li> <li>v. Execution of any other documents as customary for transaction of a similar nature and size</li> </ul>
<b>Events of Default</b>	<p>Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to:</p> <ul style="list-style-type: none"> <li>i) Non-payment of any of the dues under this issuance on the payment day,</li> <li>ii) Payment default on any other indebtedness (cross default);</li> <li>iii) Misrepresentation or misleading information in any of the Transaction Documents;</li> <li>iv) Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Issuer;</li> <li>v) A receiver or liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Issuer or any of its assets is appointed or allowed to be appointed or for all or any part of the undertaking of the Issuer;</li> <li>vi) Lenders processes initiated against the Issuer</li> <li>vii) Repudiation of Transaction Documents</li> <li>viii) Cessation of business</li> <li>ix) Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer / Promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer</li> <li>x) One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 1% (one percent) of the Total Assets of the Company provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal within a period of 30 (thirty) days.</li> <li>xi) The Issuer has taken or suffered to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation without the prior written intimation of the Debenture Holders;</li> <li>xii) Erosion of 50% or more of the Issuer's net worth.</li> <li>xiii) All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of</li> </ul>

	any Government or Government authority;
	<p>xiv) Occurrence of a Material Adverse Effect, as determined by the Debenture Trustee, acting solely on the instructions of the majority debenture holders.</p> <p>xv) Change in management control without prior written intimation. xvi) Any Transaction Document once executed and delivered, ceases to be in full force or becomes unlawful, invalid and unenforceable;</p> <p>xvii) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days;</p> <p>i) Breach of the following covenants:</p> <ul style="list-style-type: none"> <li>• Affirmative Covenants</li> <li>• Negative Covenants</li> <li>• Financial Covenants</li> <li>• Reporting Covenants</li> <li>• Other terms and conditions of Transaction Documents</li> </ul> <p>Other conditions as mentioned in detail in the Transaction Document.</p>
<b>Consequences of Event of Default</b>	<p>Upon occurrence of any of the aforesaid event of default, the Debenture Trustee may by a notice in writing to the Company initiate actions as may be contemplated in the Transaction Documents including the following:</p> <p>i) require the Company to mandatorily redeem the Debentures and repay the Redemption Amount on the Debentures; or</p> <p>ii) declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable.</p> <p>iii) take any actions in respect of the SEBI Defaults (Procedure) Circular</p> <p>iv) the Debenture Trustee (acting on the instructions of the Debenture Holders) has the option (but not the obligation) to require the obligors underlying the loans hypothecated to secure the Debentures to directly deposit all interest and principal instalments and other amounts in respect of the relevant loans in the account specified by the Debenture Trustee (acting on the instructions of the Debenture Holders). All such payments will be used to discharge the amounts outstanding and due from the Company in respect of the Debentures</p> <p>v) Entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7,</p>



	<p>2019 on "Prudential Framework for Resolution of Stressed Assets", as amended, modified or restated from time to time) or any resolution plan shall be subject to the terms of the SEBI Defaults (Procedure) Circular (including without limitation, the resolution plan being finalised within the time period prescribed in the SEBI Defaults (Procedure) Circular.</p> <p>vi) take all such other action as is expressly permitted under the Transaction Documents or permitted under Applicable Law</p>
	<p>(including initiating any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016); Such other remedies as mentioned in the Transaction Documents</p>
<p><b>Reporting Covenants</b></p>	<p>Yearly Reports – within 90 (ninety) days from the end of financial year</p> <ul style="list-style-type: none"> <li>• Certificate from the Independent Chartered Accountant of the Issuer conforming compliance with the financial covenant based on audited financial statement.</li> <li>• Certificate signed by the Independent Chartered Accountant shall be furnished on an annual basis by the Issuer, certifying that the receivables created out of the issuance are hypothecated to the Investor and Investor has pari-passu first charge on the receivables created out of the issuance and the minimum asset cover of 1.1x is available.</li> <li>• Annual Reports – within 180 (One Hundred and Eighty) calendar days from the end of each financial year</li> </ul> <p>Quarterly Reports – within 45 (Forty-Five) calendar days from the end of each financial quarter for quarterly reporting as specified below:</p> <ul style="list-style-type: none"> <li>• Certificate signed by Chief Financial Officer and/OR Authorised Signatory the Issuer, confirming the compliance with the Financial Covenants on the basis of last declared quarterly unaudited financial statements of the Issuer.</li> </ul> <p>Event Based Reports – In case of changes initiated by the Issuer requiring approval of the board, the reporting shall be made within 5 days post approval of the board, all others will be 15 days. Anything related to Material Adverse Effect, IBC, Potential Default ,etc reporting shall be made within 1 day of the Company having knowledge. These includes the following but not limited to:</p> <ol style="list-style-type: none"> <li>1. Change in list of Board of Directors;</li> <li>2. Change in Shareholding structure;</li> <li>3. Change in senior management officials (i.e. any CXO);</li> <li>4. Any fraud amounting to more than 1% of Gross Loan Portfolio;</li> <li>5. Material changes in accounting policy;</li> <li>6. Amendment to constitutional documents except amendment of MoA and AoA due to the following events: <ul style="list-style-type: none"> <li>• Increase in authorised Share Capital and/or any re-classification;</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>• Appointment of Observer on behalf of any investor;</li> <li>• Appointment of nominee director on behalf of an investor;</li> <li>• Any change in the Articles as a result of amendments in the shareholders' agreement entered with any shareholder/investor; provided that such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue.</li> </ul>
	<ol style="list-style-type: none"> <li>7. New segment of business other than the business carried out by the Issuer presently;</li> <li>8. Material Adverse Effect;</li> <li>9. Any dispute, litigation, investigation or other proceeding other than disclosed in financial statements of the Company which could result in a Material Adverse Effect;</li> <li>10. Winding up proceedings;</li> <li>11. Any Event of Default or Potential Default, and any steps taken/ proposed to remedy the same;</li> <li>12. Application of insolvency petition under bankruptcy code/ NCLT by the Issuer needs to be notified within 1 calendar day;</li> </ol> <p>Other Reporting Covenants will be mentioned in the Transaction Document(s)</p>
<b>Financial Covenants</b>	<p>The financial covenants shall be as under:</p> <ol style="list-style-type: none"> <li>1. Capital Adequacy Ratio of minimum 18% (eighteen percent) or such other higher threshold as may be prescribed by the RBI from time to time;</li> <li>2. Tier I CAR of minimum 16% (sixteen percent)</li> <li>3. NNPA of not more than 3.5%</li> <li>4. Net Worth of the company should not fall below 75% of the net worth on the date of allotment.</li> <li>5. Other covenants as agreed in transaction documents</li> </ol> <p>All the above covenants shall be tested on quarterly basis on June 30, September 30, December 31, March 31 of the respective year</p>
<b>Affirmative Covenants</b>	<ol style="list-style-type: none"> <li>i) To utilise the proceeds of this issue in accordance with applicable laws and regulations and as mentioned in Transaction Documents;</li> <li>ii) To comply with Companies Act, 2013, SEBI Guidelines, corporate governance, fair practices code prescribed by the RBI;</li> <li>iii) Notification of any potential Event of Default or Event of Default;</li> <li>iv) Obtain, comply with and maintain all applicable licenses / authorizations;</li> <li>v) Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be agreed in the Transaction Documents);</li> <li>vi) Maintain internal control for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes;</li> <li>vii) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them;</li> </ol>

	<p>viii) Comply with any monitoring and/or servicing requests from Debenture Trustee;</p> <p>ix) Comply with and perform such other conditions as mentioned in detail the Transaction Documents</p>
<b>Negative Covenants</b>	<p>The Issuer shall not without the prior written consent of the Debenture Holders and Debenture Trustee, do or undertake to do any of the following. Provided that if the Debenture Trustee does not provide the consent/rejection within 7 days, the Issuer may proceed with such activity / action.</p> <p>i) Change of business</p> <p>ii) The Issuer shall not enter into any transaction of merger, demerger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation (except within group companies) or reconstruction;</p> <p>iii) Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, except in case of increase of authorised share capital of the Issuer;</p> <p>iv) Sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitisation/portfolio sale of assets undertaken by the Company in its ordinary course of business</p> <p>v) Directly or indirectly lend to its promoters;</p> <p>vi) Enter into related party transaction (other than in arms' length price and in ordinary course of business)</p> <p>vii) Claim for itself or its Assets immunity from any suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process in any jurisdiction;</p> <p>viii) Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business;</p> <p>ix) To pay dividend, if a payment default has occurred and is subsisting;</p> <p>x) To undertake any new major new business outside financial services or any diversification of its business outside financial services; and</p> <p>Such other covenants as mentioned in the Transaction Documents</p>
<b>Representations &amp; Warranties</b>	<p>The Issuer represents and warrants that:</p> <p>i) The Company duly incorporated and is registered with the RBI as an NBFC</p> <p>ii) No Event of Default has occurred and is continuing on the date of this transaction</p> <p>iii) The Debentures under this Issuance shall rank pari passu amongst themselves and with all other secured, senior creditors/ investors/ lenders.</p> <p>iv) Issuance of this Debenture shall not be in conflict with any other obligations on or the constitutional documents of the Issuer.</p> <p>v) No Material Adverse Change in business, condition or</p>

	<p>operations of the Issuer</p> <p>vi) Company has the power and authority to issue Debentures and can enter in to Transactions Documents;</p> <p>vii) There as of the date of execution here of no pending or threatened litigation, investigation or proceedings that may have</p>
	<p>a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the Debentures; and</p> <p>viii) Issuance of the Debenture are not illegal or in violation of applicable laws; and</p> <p>Other conditions as set out in greater detail in the Transaction Documents.</p>
<b>Indemnification</b>	<p>The Issuer will indemnify, and hold harmless the Debenture Holders from and against any claim, liability, demand, loss, damage, judgment, or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer or its Promoter/s.</p>
<b>Confidentiality</b>	<p>The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party’s advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, it shall, at a reasonable time after making any such disclosure or filing, informing the other Parties.</p>
<b>Governing Law &amp; Jurisdiction</b>	<p>This Term Sheet shall be governed and construed exclusively in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Delhi, India.</p>

<b>Transaction Costs</b>	<p>The Issuer shall bear all transaction related costs incurred by the Debenture Holders with respect to legal counsel, valuers and auditors / consultants. Such costs include:</p> <ol style="list-style-type: none"> <li>1. Trustee fees</li> <li>2. Listing fees</li> <li>3. Rating fees</li> <li>4. Any other reasonable transaction related expense incurred by the Debenture Holders</li> <li>5. Stamping and registration in relation to all Transaction Documents.</li> </ol>
<b>Taxes, Duties, Costs and Expenses</b>	<ol style="list-style-type: none"> <li>1. Relevant taxes, duties and levies are to be borne by the Issuer.</li> <li>2. The charges / fees and any amounts payable under this Debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Issuer additionally.</li> </ol>
<b>Eligible investors</b>	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures <input type="checkbox"/> Individuals <input type="checkbox"/> Hindu Undivided Family <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Partnerships <input type="checkbox"/> Partnership Firm(s) <input type="checkbox"/> Portfolio Managers registered with SEBI <input type="checkbox"/> Association of Persons <input type="checkbox"/> Companies and Bodies Corporate including Public Sector Undertakings. <input type="checkbox"/> Commercial Banks</p> <ul style="list-style-type: none"> <li>• Regional Rural Banks <input type="checkbox"/> Financial Institutions <input type="checkbox"/> Insurance Companies <input type="checkbox"/> Mutual Funds <input type="checkbox"/> FPIs /FIIs, /sub-accounts of FIIs <input type="checkbox"/> Any other investor eligible to invest in these Debentures</li> </ul>