

SECTION XII SUMMARY TERM SHEET

SBICPSL proposes to raise Debentures of face value of ₹ 10 Lakh each with Issue Size ₹ 650 crore under this Private Placement Offer Letter Series 28

Security Name	5.82% SBICPSL Debenture Series 28
Issuer	SBI Cards and Payment Services Limited
Type and nature of Instrument	Fixed rate, Unsecured, Rated, Taxable, Redeemable, Senior, Non-convertible Debentures
Seniority	The issue is on unsecured basis. The Senior Debentures shall rank pari-passu inter se and, subject to any obligations preferred by mandatory provisions of the law (prevailing from time to time), shall also, as regards repayment of principal and payment of interest, rank pari-passu with all other existing unsecured borrowings (except subordinated debt) issued by the Company.
Mode of Issue	Private placement
Eligible Investors/ Class of persons to whom allotment is proposed to be made	<ol style="list-style-type: none"> 1. Mutual Funds, 2. Public Financial Institutions specified in Section 2(72) of the Companies Act 2013; 3. Scheduled Commercial Banks; 4. Insurance Companies 5. State Industrial Development Corporations; 6. Provident Funds, Pension Funds, Gratuity Funds and Superannuation Funds authorised to invest in the Issue 7. National Investment Funds set up by resolution no. F. No. 2/3/2005- DDII dated November 23, 2005 of the Government of India published in the Gazette of India; 8. Companies and Bodies Corporate authorized to invest in Debentures/debentures; 9. Co-operative Banks and Regional Rural Banks authorized to invest in Debentures/debentures; 10. Gratuity Funds and Superannuation Funds; 11. Societies authorized to invest in Debentures/debentures; 12. Trusts authorized to invest in Debentures/debentures; 13. Foreign Institutional Investors and sub-accounts registered with SEBI or Foreign Portfolio Investors (not being an individual or family offices); 14. Statutory Corporations/ Undertakings established by Central/ State legislature authorized to invest in Debentures/ debentures.
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company'	Not Applicable
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	BSE -



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Rating of the Instrument	CRISIL AAA/Stable by CRISIL ICRA AAA/Stable by ICRA
Issue Size	₹ 650 Crore
Option to retain oversubscription (Amount)	Nil
Objects of the issue / Purpose for which there is requirement of fund along with details of utilisation of proceeds	<p>The proceeds of this issue will be utilised by the Company for its regular business activities including discharging existing debt obligations and not for any specific project; hence demarcation of use of funds in the balance sheet of the Company may not be possible. The proceeds will enhance the long-term resources, which is in accordance with the Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016. Issue proceeds will not be used for acquisition of land or for investing in Capital Markets and for purposes not eligible for bank finance.</p> <p>The "Main Object Clause" of the Memorandum of Association of the Company enables it to undertake the activities for which the funds are being raised through the present issue and also the activities which the Company has been carrying on till date.</p> <p>The proposed bond issue does not form part of non-equity regulatory capital mentioned under Chapter V of SEBI NCS Regulations, 2021.</p>
Coupon Rate	5.82% p.a.
Step Up/Step Down Coupon Rate	N.A.
Coupon Payment Frequency	Annual
Coupon Payment Date*	First Interest payment on December 26, 2022. Second Interest payment on December 26, 2023, Final Interest payment on December 24, 2024 along with maturity proceeds.
Disclosure of Interest/Redemption Dates	Refer Illustration for cash flows
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	N.A.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	As mentioned in this Term Sheet and debenture trust deed.
Day Count Basis	Interest shall be computed on an "actual/actual basis". Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis in accordance with Operational Circular dated August 10, 2021.
Interest on Application Money	Interest on application money will be paid at 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) on face value of Bonds 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. To clarify in case the deemed date of allotment and date of receipt of application money is same, no interest on application money will be payable.



Default Interest Rate	2% p.a. over the coupon rate will be payable by the Company for the defaulting period in case of default in payment of interest/redemption amount.
Tenor	3 years
Redemption Date	December 24, 2024
Redemption Amount	Redeemed at face value of Debentures
Redemption Premium /Discount	Nil
Issue Premium/Discount	Nil
Issue Price	₹ 10 lakh per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Nil
Put Option Date	N.A.
Put Option Price	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Face Value	₹ 10 lakh per Debenture
Minimum Application/bid and in multiples of Debt securities thereafter	Application must be for a minimum size of INR 1 Crore (10 Debentures) and in multiple of INR 10 lakh (1 Debenture) thereafter.
Type /Form of Bidding	Closed
Yield Allotment	Uniform
Bidding date	December 22, 2021
Issue Timing 1. Issue Opening Date 2. Issue Closing Date 3. Pay-in Date 4. Deemed Date of Allotment	December 22, 2021 December 22, 2021 December 24, 2021 December 24, 2021 In case of delay in allotment, additional interest as per applicable rates shall be payable.
Issue/Bid Timing	As specified on the EBP
Settlement Cycle	T+2 ('T' being the bidding date as set out above)
No. of Applications**	N.A.
Issuance mode of the Instrument	In Dematerialized mode
Trading mode of the Instrument	In Dematerialized mode
Settlement mode of the Instrument	Payment of interest and repayment of principal shall be made by way of cheque(s)/warrant(s), demand draft(s)/direct credit/ RTGS/NECS/NEFT or any other electronic mode offered by the Banks
Depository	National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL).
Business Day Convention	'Business day' shall be the day on which commercial banks are functioning in Mumbai. If the interest payment date / redemption doesn't fall on a business day,



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	<p>then payment of interest / principal amount shall be made in accordance with SEBI's Operational Circular as amended from time to time.</p> <p>If the interest payment day doesn't fall on a business day, the payment of interest up to original scheduled date, will be made on the following working day, however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security.</p> <p>If the Redemption Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Issuer on the immediately preceding Business Day along with interest accrued on the Debentures until but excluding the date of such payment. It is clarified that Interest/redemption with respect to debentures, interest/redemption payments shall be made only on the days when the money market is functioning in Mumbai.</p> <p>If the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date.</p>
Record Date	15 days prior to each Coupon Payment Date/ Redemption date.
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document	The Debentures are unsecured.
Reissuance and consolidation	Our Company shall have right to reissue or consolidate the Debentures under present series in accordance with applicable law
Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> 1. Letter appointing Trustees to the Debenture holders; 2. Debenture Trusteeship Agreement; 3. Debenture trust deed; 4. Rating letter from CRISIL; 5. Rating letter from ICRA; 6. Letter appointing Registrar; 7. Due Diligence Certificate from the Trustee 8. Application made to BSE for seeking their in-principle approval for listing of Debentures;
Additional Covenants	The beneficiary account of the investor(s) with National Securities Depository Ltd. (NSDL)/ Central Depository Services (India) Ltd. (CDSL)/ Depository Participant will be given credit within 2 days from the Deemed Date of Allotment.



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	<p>Listing: The listing of the Debentures shall be completed within 4 trading days of Issue Closing Date.</p> <p>In case of delay in listing of the debt securities beyond the period as specified above, the Company will pay penal interest of at-least 1% p.a. over the coupon rate from the Deemed Date of Allotment till date of listing.</p> <p>In case the Debentures issued to the SEBI registered FIIs / sub-accounts of FIIs/FPIs are not listed within 15 days of issuance to the SEBI registered FIIs / sub-accounts of FIIs/FPIs, for any reason, then the FII/sub-account of FII/FPIs shall immediately dispose of the Debentures either by way of sale to a third party or to the Issuer and in case of failure to list the Debentures issued to SEBI registered FIIs/ sub-accounts of FIIs/FPIs within 15 days of issuance, the Issuer shall immediately redeem / buyback such Debentures from the FIIs/sub-accounts of FIIs/FPIs.</p> <p>The Company to execute the debenture trust deed with the Debenture Trustee within the timelines applicable by law.</p>
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>Events of default</p> <ol style="list-style-type: none"> Failure by the Issuer to pay any amount due and payable to the Debenture Holders including interest and principal. If the Issuer has been declared as insolvent under Insolvency and Bankruptcy Code, 2016. The Issuer, without consent of the Debenture Trustee, ceases to carry on its business or gives notice of its intention to do so. <p>Manner of Voting</p> <ol style="list-style-type: none"> The Trustee may call the meeting, at any time, at the request in writing of the holder(s)/owner(s) of Debentures representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding or the happening of any event, which constitutes a breach or default or breach of covenants. A meeting of the Debenture Holder(s)/the Beneficial Owner(s) may be called by giving not less than twenty one days' notice in writing. A meeting may be called after giving shorter than specified if consent is accorded thereto by Majority Debenture Holder. The meetings can also be conducted by video conferencing / audio visual mechanism. The Debenture Trustee may seek the consent of Debenture holders through e-voting, wherever applicable. At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded. <p>For detailed and any additional 'Events of Default' and "procedure of voting" please refer to debenture trust deed between the Issuer and the Trustee.</p>
Recovery Expenses Fund	<p>The Company has already created the recovery expense fund with BSE Limited and will be maintaining the recovery expense fund as per the terms of applicable law, including any guidelines in this regard from SEBI, as may be amended from time to time.</p>
Conditions for breach of covenants	<ol style="list-style-type: none"> Any default or delay in payment of interest or principle on due dates. Any default in redemption of Debentures. If the Company fails to comply with terms of issue of the Debentures.



	<p>d) Any petition for liquidation is admitted against the Company.</p> <p>e) Any other event as may be specified in the debenture trust deed.</p> <p>For further details please refer to debenture trust deed.</p>
Risk factors pertaining to the issue	For risk factors pertaining to Issue, please refer to Section IX Management's Perception of Risk Factors"
Remedies	<p>In case any event of default happens, the trustee shall have the following rights:</p> <ol style="list-style-type: none"> 1. to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company 2. initiate action under Insolvency and Bankruptcy Code, 2016 (wherever applicable) 3. levy default interest at the rate of 2% per annum on overdue amounts 4. exercise such other rights as the Trustee may deem fit under Applicable Law.
Provisions related to Cross Default clause	N.A.
Trustee	Axis Trustee Services Limited
Registrars	Zuari Finserv Limited
Role and Responsibilities of Debenture Trustee	<p>The Trustees shall protect the interest of the Debenture holders as stipulated in the Debenture Trust Deed and in the event of default by Company in regard to the timely payment of interest and repayment of principal and shall take necessary action at the cost of the company. No Debenture holder shall be entitled to proceed directly against the Company unless the Trustees, having become so bound to proceed, fail to do so.</p> <p>Process of due diligence carried out by the Debenture Trustee:</p> <p>The Debenture Trustee shall carry out the due diligence process in accordance with the SEBI circular no. SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/ 207 dated November 03, 2020 ("SEBI Due Diligence Circular") and SEBI (Issue & Listing of Non-Convertible Securities) Regulations, 2021 in the following manner:</p> <ol style="list-style-type: none"> a. The Debenture trustee(s) by itself or through its advisers or experts shall independently carry out the due diligence which includes the following: <p>Chartered accountant appointed by the Debenture Trustee shall verify and assess the sufficiency of assets of the Issuer for the purpose of repayment.</p>
Due Diligence certificate issued by the Debenture Trustee	The due diligence certificate issued by the Debenture Trustee to BSE in accordance with the SEBI circular dated November 03, 2020, is enclosed to this Private Placement Offer Letter.
Conditions precedent to Disbursement	<p>The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:</p> <ol style="list-style-type: none"> 1. Rating letters from ICRA and CRISIL not being more than one month old from the issue opening date; 2. Seek a written consent letter from the Trustees conveying their consent to act as Trustees for the Debenture holders; 3. Making an application to BSE for seeking their in-principle approval for listing of Debentures.
Conditions subsequent to Disbursement	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Private Placement Offer Letter:</p> <ol style="list-style-type: none"> 1. Ensuring that the payment made for subscription to the Debentures is from the bank account of the person/ entity subscribing to the Debentures and keep record of the bank accounts from where payments for subscriptions have been received and in case of subscription to the Debentures to be held by joint



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	<p>holders, monies are paid from the bank account of the person whose name appears first in the Application Form;</p> <ol style="list-style-type: none"> Maintaining a complete record of private placement offers in Form PAS-5 and filing the such record along with Private Placement Offer Letter in Form PAS-4 with the Registrar of Companies, National Capital Territory of Delhi & Haryana with fee as provided in Companies (Registration Offices and Fees) Rules, 2014 and with Securities and Exchange Board of India, within a period of thirty (30) days of circulation of the Private Placement Offer Letter; Filing a return of allotment of Debentures with complete list of all Debenture holders in Form PAS-3 under Section 42(9) of the Companies Act, 2013, with the Registrar of Companies, National Capital Territory of Delhi & Haryana within fifteen (15) days of the Deemed Date of Allotment along with fee as provided in the Companies (Registration Offices and Fees) Rules, 2014; Credit of demat account(s) of the allottee(s) by number of Debentures allotted within the stipulated time period from the Deemed Date of Allotment; Taking steps for listing of Debentures with BSE within 4 trading days from the Issue Closing Date; Submission of debenture trust deed with BSE within five working days of execution of the same for uploading on their website. <p>Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Private Placement Offer Letter.</p>
Mode of Subscription	<p>Successful bidders are required to do the funds pay-in from their same bank account which is updated by them in the NSE Bond – EBP Platform while placing the bids. In case of mismatch in the bank account details between NSE Bond -EBP Platform and the bank account from which payment is done by the successful bidder, the payment will be returned back.</p> <p>Payment should be made by the deadline specified by the NSE. Successful bidders should do the funds pay-in to the bank accounts of the clearing corporation of the relevant Exchanges as further set out under "Particulars of the Offer" Section of the Private Placement Offer Letter.</p>
Modification of Rights	<p>The rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with the consent, in writing, of those holders of the Debentures who hold majority of the outstanding amount of the Debentures (or any limit as specified under Companies Act or any other provision of law) 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.</p>
Settlement Mechanism	Through clearing corporation of NSE
Manner of Bidding	Closed
Pricing Mechanism	As per EBP platform of NSE
Manner of Allotment/ Allocation Option	Uniform Yield



Governing Law and Jurisdiction	The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of courts of New Delhi.
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Disclaimer of the RBI: The Company has a valid Certificate of Registration No. 14.01328 dated 13-11-2019 (in lieu of earlier certificate of Registration no. 14.01328 dated October 6, 1998 issued by RBI, New Delhi) issued by the Reserve Bank of India under Section 45I-A of the Reserve Bank of India Act, 1934. However, the Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the Company or correctness of any of the statements or representations made or opinions expressed by the Company and repayment of deposits/discharge of liabilities by the Company.

* As per the SEBI Operational Circular No. SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021, if the coupon payment date falls on a Sunday or holiday, the coupon payment shall be made on the next working day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the offer document. Further, if the maturity date of the debt securities, fall on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day.

** As per the RBI Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, as amended, there shall be no limit on the number of subscribers in respect of issuances with a minimum subscription of ₹ 1 crore and above.

Illustration of Debenture Cash Flows for Series 28

Company	SBI Cards and Payment Services Limited
Face Value (per security)	₹ 10,00,000/-
Date of Allotment	December 24, 2021
Tenure	3 years
Coupon Rate	5.82% p.a.
Frequency of the Interest Payment with specified dates	Annual
Day Count Convention	Actual / Actual

Particulars	Original Date	Revised Date	No. of Days	Cash Flow
1st Coupon	December 24, 2022	December 26, 2022	365	58,200.00
2nd Coupon	December 24, 2023	December 26, 2023	365	58,200.00
3rd Coupon	December 24, 2024	December 24, 2024	366	58,200.00
Principal Repayment	December 24, 2024	December 24, 2024		10,00,000.00
TOTAL: -				1,174,600.00



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