

SUMMARY TERM SHEET

Private Placement of Rs. 40 Crores (Rupees Forty Crores Only) (Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (“Debentures” or “NCDs”) of the face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each for cash, at par, in dematerialized form on a private placement basis:

Security Name	8.10% PHL FinInvest Private Limited
Issuer	PHL FinInvest Private Limited
Type of Instrument	Secured, Rated, Listed, Redeemable Non-Convertible Debentures
Nature of Instrument	Secured
Seniority	Senior, on pari-passu basis to be shared between certain other existing secured lenders of the Company in whose favour pari-passu charge over the Hypothecated Assets has already been created and is existing, the Debenture Trustee (acting in trust and for the benefit of the Debenture Holders) and other lenders of the Company from time to time in whose favour pari-passu charge over the Hypothecated Assets shall be created in future.
Mode of Issue	Private placement
Eligible Investors	Please refer paragraph “Who Can Apply” of this Disclosure Document.
Listing	<p>The NCDs are proposed to be listed on WDM segment of NSE / BSE.</p> <p>The Company shall forward the listing application to the NSE / BSE along with the applicable disclosures within 20 (Twenty) days from the deemed date of allotment.</p> <p>In case of delay in listing beyond 20 (Twenty) days from the Deemed Date of Allotment, the Company will pay penal interest, of 1% (one percent) p.a. over the interest/coupon rate/implicit yield from the expiry of 20 (Twenty) days from the Deemed Date of Allotment till the listing of such NCDs to the investor.</p>
Rating of the Instrument	Rating Agency has assigned a “AA-” (Pronounced as Double A minus) to the long term non-convertible Debenture issue programme of the Company.
Issue Size	The aggregate size of the Issue is Rs. 40 crores (Rupees Forty Crores only)
Option to retain oversubscription (Amount)	N.A.
Objects of the Issue	<p>The funds raised through this Issue, after meeting the expenditures of and related to the Issue, will be used for our various financing activities, repay our existing loans and for our business operations.</p> <p>The Main Objects clause of the Memorandum of Association of the Company permits the Company 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>
Details of the utilization of the Proceeds	The proceeds would be utilized for meeting the Object of the Issue.

Interest/Coupon Rate	8.10 % p.a.
Step Up/Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Annually and on Maturity
Coupon Payment Dates	13 th August 2021 11 th February 2022
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	Not Applicable
Day Count Basis	Actual/ Actual
Interest on Application Money	Not Applicable
Default Interest Rate	In case of default in payment of interest and/or principal redemption on the due dates, additional interest @ 2% (Two percent) p.a over and above the applicable Coupon Rate will be payable by the Company from the date of the occurrence of the default until the default is cured or the Debentures are redeemed pursuant to such default, as applicable.
Tenor	18 months
Redemption Date	11 th February 2022
Redemption Price Per Debenture	At par i.e. Rs. 10,00,000/- (Rs. Ten Lakh only) per Debenture
Issue Price	At par i.e. Rs. 10,00,000/- (Rs. Ten Lakh only) per Debenture
Face Value	Rs. 10,00,000/- (Rs. Ten Lakh only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Put Date	Not Applicable
Put Price	Not Applicable
Call Option	Not Applicable
Call Date	Not Applicable
Call Price	Not Applicable
Put Notification Time	Not Applicable
Call Notification Time	Not Applicable
Rollover Option	Not Applicable
Minimum Application and multiples of debt securities thereafter	10 Debentures and in multiples of 1 Debenture thereafter
Issue Timing	Tranche Opening Date: 12 th August 2020 Tranche Closing Date: 12 th August 2020 Pay-in Date: 13 th August 2020 Deemed Date of Allotment: 13 th August 2020
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	Cheque / Demand Draft / Pay Order / Direct Credit / ECS / NEFT / RTGS / other permitted mechanisms

Depository(ies)	NSDL / CDSL
Business Day	A day which is not a Saturday, Sunday or a public holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881(26 of 1881) on which banks are open for general banking business in the Mumbai and any day on which the money market is functioning and “Business Days” is to be construed accordingly.
Business Day Convention	Should any of the Due Date(s), for payment of Interest or principal as defined above, fall on day other than a Business Day, the immediately succeeding Business Day shall be considered as the effective date for the purpose of Coupon/Interest payment and the immediate preceding Business Day shall be considered as the effective date for the purpose of payment of redemption proceeds/ last Coupon payment.
Record Date	15 (Fifteen) days prior to any Due Date. In the event the Record Date falls on a day which is not a Business Day, the next Business Day will be considered as the Record Date.
Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security) and Ranking of Security.	The NCDs being issued shall be secured through a first ranking pari-passu charge by way of hypothecation over the Hypothecated assets (excluding specifically encumbered assets both present and future) of the Company. The Company shall maintain security cover of at least one times of the entire amount outstanding in relation to the Debentures (including the principal and interest) throughout the tenure of the NCDs. Security shall be created and registered with Registrar of Companies within 3 months from close of issue.
Transaction Documents	Disclosure Document, Debenture Trust Deed, Debenture Trustee Agreement, Deed of Hypothecation and any other document that may be designated by the Debenture Trustee as a Transaction Document.
Conditions Precedent to Disbursement	As customary for transaction of a similar nature and size, including but not limited to the following conditions: <ol style="list-style-type: none"> 1. Execution of Transaction Documents 2. Obtaining Rating Letter(s) 3. Obtaining Debenture Trustee Consent
Condition Subsequent to Disbursement	As customary for transaction of a similar nature and size, including but not limited to the following conditions: <ol style="list-style-type: none"> 1. Issue of Letter of Allotment 2. Issue of Debentures in Dematerialized form
Events of Default	Means such events as identified as Event of Default in this DD and shall also include the events as identified as Event of Default in the Debenture Trust Deed and/or Deed of Hypothecation.

Provisions related to Cross Default Clause	When the Company being in default of its obligation, to pay the any amount due and payable in respect of any of the debentures issued under the Entire Issuance which ought to have been paid in accordance with the terms of the issue of such debentures and if the Company fails to cure such default within a maximum period of 15 (fifteen) days from the scheduled date for making such payment then the same shall be an Security Enforcement Event;
Debenture Trustee	IDBI Trusteeship Services Limited
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders as is customary for transactions of a similar nature and size and as detailed under the appropriate Transaction Documents.
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with the Indian Law. The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts and tribunals in Mumbai.
Disclosures as per the operating guidelines issued by NSE in relation to Electronic Book Mechanism.	Mode of Bidding: Close Manner of Allotment: Uniform Manner of Settlement: Through Clearing Corporation of NSE (NSCCL) Settlement Cycle: T+1

Additional covenants:

- 1 Security Creation (where applicable): In case of delay in execution of Debenture Trust Deed and registration of charge with Registrar of Companies (ROC) beyond 3 (Three) months of the closure of the issue in respect of the Debentures, the Company will refund the subscription with agreed rate of interest or will pay additional interest of at least 2% per annum over the Coupon Rate till these conditions are complied with at the option of the investor.
- 2 Default in Payment: In case of default in payment of Interest and/or principal redemption on the Due Dates, additional interest of 2% p.a. on the defaulted amount over the Coupon Rate will be payable by the Company for the defaulting period till such time the default is cured.
- 3 Delay in Listing: In case of delay in listing of the debt securities beyond 20 days from the Deemed Date of Allotment, the Company will pay additional interest of atleast 2 % p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of such debt securities to the investor. The interest rates mentioned in above cases are the minimum interest rates payable by the Company and are independent of each other.