

**FINAL TERM SHEET FOR INVESTMENT IN
RATED UNLISTED SENIOR DEMATERIALIZED REDEEMABLE NON-CONVERTIBLE DEBENTURES TO BE ISSUED BY
SAVE SOLUTIONS PRIVATE LIMITED**

| DESCRIPTION | PARTICULARS | |
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| Issuer/Company | Save Solutions Private Limited | |
| Promoter(s) | Mr. Ajeet Kumar Singh, Mr. Pankaj Kumar & Mr. Ajay Kumar Sinha | |
| Investor(s)/Debenture Holders | Series of Debentures | Investor(s)/Debenture Holder(s) |
| | Series A Debentures | Vivriti Alpha Debt Fund - Enhanced (acting through its trustee, Vistra ITCL (India) Limited) |
| | Series B Debentures | Vivriti India Impact Bond Fund (acting through its trustee, Vistra ITCL (India) Limited) |
| Name of instrument | Save NCD 09 2021 | |
| Debenture Trustee | IDBI Trusteeship Services Limited | |
| Legal Counsel | Phoenix Legal | |
| Rating Agency | Care Ratings Limited, ICRA Limited, Crisil Limited, India Ratings Limited | |
| Issuance | Rated, Unlisted, Senior, Redeemable, Transferable, Non-Convertible Debentures ("NCDs" or "Debentures") | |
| Manner/Mode of Issuance | <p>The Debentures shall be partly paid initially and shall be fully paid when subscription amounts equal to the face value of the Debentures is received by the issuer. Please refer Annexure I for details and the issue and payment schedule.</p> <p>The Debentures shall be issued in dematerialised form.</p> | |
| Guarantor | Mr. Ajeet Kumar Singh, Mr. Pankaj Kumar & Mr. Ajay Kumar Sinha | |
| Issuance Size | <p>INR 45,00,00,000, as follows:</p> <p>(a) 150 rated, unlisted, senior, redeemable, transferable, non-convertible debentures aggregating to INR 15,00,00,000 ("Series A Debentures"); and</p> <p>(b) 300 rated, unlisted, senior, redeemable, transferable, non-convertible debentures aggregating to INR 30,00,00,000 ("Series B Debentures").</p> <p>Series A Debentures and Series B Debentures are collectively referred to as "Debentures".</p> <p>At the time of issuance, each Series A Debenture and Series B Debenture shall be partly paid up. Please refer Annexure I for details and the issue and payment schedule.</p> | |
| Coupon Rate | Series of Debentures | Coupon Rate |
| | Series A Debentures | If the final fixing level is at 25% or below of the initial fixing level, then interest rate on MLDs is 0.0% else the interest rate on MLDs is 14.05% Per Annum Compounded Monthly Payable on Maturity. The |

| | | yield is payable to the debenture investors on the final maturity date. | | | | | |
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| | | Initial Date | Fixing T-3 of issuance date of Series A Debentures | | | | |
| | | Initial Level | Official Closing Level of GOVERNMENT SECURITY: 6.10% GS 2031 HAVING ISIN: IN0020210095 MATURING ON “12-Jul-2031” as on Initial Fixing Date, as published by FBIL on www.fbil.org.in | | | | |
| | | Final Date | 30 days prior to the Final Maturity Date of Series A Debentures In case Put option is exercised then the Final Fixing date shall be 30 days prior to the Final Put Option Date of Series A Debentures | | | | |
| | | Final Level | Official Closing Level of GOVERNMENT SECURITY: 6.10% GS 2031 HAVING ISIN: IN0020210095 MATURING ON “12-Jul-2031” as on Final Fixing Date, as published by FBIL on www.fbil.org.in | | | | |
| | Series B Debentures | 13.50% (Thirteen decimal fifty per cent) per annum compounded monthly payable at such frequency as specified below in ‘Interest payment frequency’ and on such dates as specified below in ‘Interest payment dates’ | | | | | |
| Upfront Coupon | <table><tr><th>Series of Debentures</th><th>Upfront Coupon</th></tr><tr><td>Series B Debentures</td><td>1.00% of total issuance amount of the Series B Debentures.</td></tr></table> <p>The upfront coupon will be payable upfront to the relevant debenture holders, on or prior to the relevant deemed date of allotment</p> | | | Series of Debentures | Upfront Coupon | Series B Debentures | 1.00% of total issuance amount of the Series B Debentures. |
| Series of Debentures | Upfront Coupon | | | | | | |
| Series B Debentures | 1.00% of total issuance amount of the Series B Debentures. | | | | | | |
| Upfront Fee | For Series A Debentures: 1.25% of total issuance amount of the Series A Debentures. | | | | | | |
| Redemption Value | At par | | | | | | |
| Tenor | <table><tr><th>Series of Debentures</th><th>Tenor</th></tr></table> | | | Series of Debentures | Tenor | | |
| Series of Debentures | Tenor | | | | | | |

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| | Series A Debentures | 42 months from the deemed date of allotment of the Series A Debentures. |
| | Series B Debentures | 34 months and 19 days from the deemed date of allotment of the Series B Debentures. |
| Ranking | <p>Commencing from the respective dates of creation of security, each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer, and 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> | |
| Registrar & Transfer Agent | [] | |
| Depository | NSDL | |
| Issuance mode | Dematerialized, Private Placement | |
| Trading mode | Dematerialized | |
| Settlement mode | RTGS / NEFT | |
| Issue Schedule* | Issue Open Date | September 6, 2021 |
| | Issue Close Date | September 6, 2021 |
| | Pay-in Date | September 6, 2021 |
| | Deemed Date of Allotment | September 6, 2021 |
| Listing | Unlisted | |
| Business Days | <p>A day (other than a Saturday, a Sunday) on which scheduled commercial banks are open for general business in Mumbai.</p> <p>Additionally, 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 on which scheduled commercial banks are open for general business in Mumbai.</p> | |
| Business Day Convention | <p>i) If any Coupon payment date of the Debenture or the due date for the performance of any event, falls on a date that is not a Business Day, the payment of Coupon or the performance of the said event shall be made on the immediately succeeding Business Day.</p> <p>ii) If the Maturity Date (also the last payment of Coupon date) and the Principal payment dates of the Debentures falls on a day that is not a Business Day, all payments to be made on such Maturity Date (including the accrued Coupon) and the Principal payment dates, shall be made on the immediately preceding Business Day.</p> | |
| Record Date | 15 (Fifteen) Business Days prior to each payment of coupon date and principal payment date. | |
| End Use | <ul style="list-style-type: none"> The proceeds of the issuance will be utilized only for disbursements and business growth. The Issuer undertakes that no part of the proceeds of the Debentures shall be utilized by the Company directly or indirectly towards capital markets | |

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| | <p>(including equity, debt, debt linked and equity linked instruments or any other capital market land activities), any speculative purposes, land acquisition or usages that are restricted for bank financing, any activity in the Exclusion List or investment in the real estate sector.</p> <ul style="list-style-type: none"> Also, no part of the proceeds shall be utilized directly/indirectly towards repaying existing debts, and for disbursement of loan to promoter and director(s) of the Issuer. |
| Issue Price | At par |
| Security | <p>Exclusive charge on inter-corporate loans provided by Save Solutions Private Limited (SSPL) to Save Microfinance Private Limited (SMPL)</p> <ul style="list-style-type: none"> The Issue shall be secured by way of a first ranking, exclusive and continuing charge to be created pursuant to the deed of hypothecation to be executed between the Issuer and the Trustee ("Deed of Hypothecation") over certain identified receivables of the Issuer in respect of loans/financial assistance provided by the Issuer to Save Micro-finance Private Limited (the "Hypothecated Assets"). Security cover of 1x (one time) the value of the outstanding principal amounts of the Debentures shall be maintained at all times until the redemption of the Debentures ("Security Cover"). The security will be created and perfected within 30 days of deemed date of allotment and CHG 9 filing would be done within 30 days from the Issuance Date. Issuer's failure to create and perfect security shall attract 2% additional interest and give an option to the NCD holders for early redemption. The charge for the security with ROC shall be modified within 30 days from end of every month from the Deemed Date of Allotment wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed. <p><u>Loan agreement between SSPL & SMPL</u></p> <ul style="list-style-type: none"> SSPL to enter into a separate loan agreement with SSPL within 30 days from the Deemed Date of Allotment which captures the following clauses <ul style="list-style-type: none"> Repayment schedule mirroring the schedule set in this document. Actual repayment dates of SMPL to be set 5 days prior to redemption dates at SSPL Event of Default clauses as per this agreement The instrument to remain non-convertible through the tenor <p>Exclusive charge on loans provided by SMPL to end borrowers</p> <ul style="list-style-type: none"> The Issuer will procure that SMPL hypothecates certain identified receivables of SMPL created out of the loan provided by SSPL. Security cover of 1.1x (one decimal one times) the value of the outstanding principal amounts of the outstanding inter-corporate loan shall be maintained. The security will be created and perfected within 45 days of deemed date of allotment and CHG 9 filing would be done within 30 days from the Issuance Date. |

| | <ul style="list-style-type: none"> The Issuer undertakes to ensure that a list and details on a quarterly basis is provided, of Hypothecated Receivables client loan and Identified receivables of SMPL ("Hypothecated Asset Report") <p><u>Eligibility Criteria for the Hypothecated Receivables:</u></p> <p>Each loan of Save Micro-finance Private Limited provided as security must comply with the portfolio origination criteria below:</p> <ul style="list-style-type: none"> The receivables are existing at the time of selection and have not been terminated or pre-paid There are no overdues The receivables have not been restructured or rescheduled The receivables are not impaired (determined as per applicable accounting standards) <p>The Company shall replace all such receivables constituting the Hypothecated Receivables that become overdue by more than 30 days (within 15 days of such event) with such loans that meet the eligibility criteria for Hypothecated Receivables provided herein above.</p> <ul style="list-style-type: none"> | | | | | | |
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| Face value per Debenture | INR 10,00,000/- (Indian Rupees Ten Lakh Only) | | | | | | |
| Minimum subscription amount | INR 10,00,000/- (Indian Rupees Ten Lakh Only) | | | | | | |
| Maturity Date | <table border="1"> <thead> <tr> <th>Series of Debentures</th><th>Maturity Date</th></tr> </thead> <tbody> <tr> <td>Series A Debentures</td><td>March 6, 2025 (42 months from the deemed date of allotment of the Series A Debentures)_.</td></tr> <tr> <td>Series B Debentures</td><td>July 25, 2024 (34 Months 19 days from Deemed Date of Allotment of Series B Debentures)</td></tr> </tbody> </table> | Series of Debentures | Maturity Date | Series A Debentures | March 6, 2025 (42 months from the deemed date of allotment of the Series A Debentures)_. | Series B Debentures | July 25, 2024 (34 Months 19 days from Deemed Date of Allotment of Series B Debentures) |
| Series of Debentures | Maturity Date | | | | | | |
| Series A Debentures | March 6, 2025 (42 months from the deemed date of allotment of the Series A Debentures)_. | | | | | | |
| Series B Debentures | July 25, 2024 (34 Months 19 days from Deemed Date of Allotment of Series B Debentures) | | | | | | |
| Put Option | <table border="1"> <thead> <tr> <th>Series of Debentures</th><th>Put Option Date</th></tr> </thead> <tbody> <tr> <td>Series A Debentures</td><td>Debenture Holder may exercise the Put Option at January 25, 2023 (16 Months 19 days from Deemed Date of Allotment of Series A Debentures)</td></tr> <tr> <td>Series B Debentures</td><td>Debenture Holder may exercise the Put Option at January 25, 2023 (16 Months 19 days from Deemed Date of Allotment of Series B Debentures) and 28 January 25, 2024 (28 Months 19 days from Deemed Date of Allotment of Series B Debentures)</td></tr> </tbody> </table> | Series of Debentures | Put Option Date | Series A Debentures | Debenture Holder may exercise the Put Option at January 25, 2023 (16 Months 19 days from Deemed Date of Allotment of Series A Debentures) | Series B Debentures | Debenture Holder may exercise the Put Option at January 25, 2023 (16 Months 19 days from Deemed Date of Allotment of Series B Debentures) and 28 January 25, 2024 (28 Months 19 days from Deemed Date of Allotment of Series B Debentures) |
| Series of Debentures | Put Option Date | | | | | | |
| Series A Debentures | Debenture Holder may exercise the Put Option at January 25, 2023 (16 Months 19 days from Deemed Date of Allotment of Series A Debentures) | | | | | | |
| Series B Debentures | Debenture Holder may exercise the Put Option at January 25, 2023 (16 Months 19 days from Deemed Date of Allotment of Series B Debentures) and 28 January 25, 2024 (28 Months 19 days from Deemed Date of Allotment of Series B Debentures) | | | | | | |
| Put Option Notification | 30 (Thirty) calendar days prior to the exercise date | | | | | | |
| Call Option | Not Applicable | | | | | | |
| Call Option Notification | Not Applicable | | | | | | |
| Coupon Type | Fixed | | | | | | |

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| Day Count Basis | Actual/Actual | | |
| Coupon Payment Frequency | | | |
| | Series of Debentures | Coupon Payment Frequency | |
| | Series A Debentures | Bullet on Maturity | |
| | Series B Debentures | Half Yearly on 25 th of July and January starting from 25 th January 2022 | |
| Coupon Payment Dates | | | |
| | Series of Debentures | Coupon Payment Dates | |
| | Series A Debentures | Bullet on Maturity | |
| | Series B Debentures | Interest would be paid Half Yearly on 25th of July and January starting from 25th January 2022 | |
| Guarantee | <p>The Debentures and all monies payable by the Company in respect of the Debentures shall be guaranteed by an unconditional and an irrevocable personal guarantee provided by the Guarantor on such terms and conditions as may be prescribed by the Investor.</p> <p>Provided that such Guarantees provided will fall off post the completion of a successful equity raise round of more than Rs 50 crore.</p> | | |
| Principal Amortization | Bullet on Maturity | | |
| | Series of Debentures | Principal Payment Frequency | |
| | Series A Debentures | Bullet (on maturity) | |
| | Series B Debentures | Half-yearly, in 6 half yearly equal instalments on 25th of July and January of the year starting from 25th January 2022 | |
| Payment Mechanism | On each Payment Date ("T"), Issuer shall make payments of Coupon and principal amounts due, along with all other payment obligations (if any), under the Transaction Documents by 2 PM India time. | | |
| Default Coupon Rate | <p>In case of default in payment of Coupon and / or principal redemption on as per the Payment Mechanism, additional coupon rate of 2% p.a. compounded monthly payable quarterly over the Coupon Rate will be payable by the Issuer from the date of default till such default in payment of Coupon and/or principle is rectified.</p> <p>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 coupon rate of 2% p.a. compounded monthly payable quarterly over the Coupon Rate will be payable by the Issuer from the date of default till such default is rectified.</p> <p>Each of the default coupon rates mentioned above are mutually exclusive and will be payable in the event the circumstance triggering the default coupon rate occurs.</p> | | |
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| Prepayment Penalty | No prepayment is allowed throughout the Tenor of the Debenture, except as set out in the section named "Early Redemption", and as mentioned in the section of consequences of event of default, no prepayment is allowed throughout the | | |

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| | term of the instrument. No prepayment penalty shall be levied upon Event of Default, or early redemption pursuant to the section named "Early Redemption". |
| Redemption Amount | The sum of the principal outstanding amount on the Debentures, accrued Coupon, Default Coupon payable (if any) and other charges and fees payable. |
| Coupon on application money | <p>Coupon 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 coupon on application money is to be paid</p> |
| Transaction Documents | <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"> i) Letter appointing Trustees to the Debenture Holders; ii) Debenture trusteeship agreement; iii) Debenture trust deed; iv) Deed of Hypothecation; v) ; vi) Private placement offer letter (Form PAS 4); vii) Holding company Undertaking viii) Deed of Personal Guarantee ix) ESG checklist & ESG declaration x) Board resolution authorizing this issuance; xi) Applicable shareholder resolutions under the Companies Act 2013; xii) xiii) Tripartite agreements with the Depository(ies) and Registrar & Transfer Agent; and xiv) Any other documents as may be agreed between the Issuer and Debenture Trustee. <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> <p>For the purpose of Transaction Documents, the term "related party" shall, in addition to the meaning ascribed to the term under the Companies Act, 2013, also include entities where the promoter, director, senior management (CXOs), key managerial personnel or any of their blood relative (including but not limited to mother, father, mother in law, father in law, spouse, children, siblings, son-in law, daughter -in-law) hold more than 5% stake or share in profits cumulative.</p> |

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| <p>Conditions Precedent</p> | <p>The Issuer shall fulfil the following Conditions Precedent the satisfaction of the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date:</p> <ul style="list-style-type: none"> 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; ii) copies of the resolution of the shareholders of the Company under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company; iii) (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; iv) resolution of the shareholders under Section 185 of the Companies Act, 2013; v) resolution of the shareholders under Section 186 of the Companies Act, 2013; vi) a copy of the Company's Constitutional Documents certified as correct, complete and in full force and effect by the appropriate officer; vii) execution, delivery and stamping of the Transaction Documents (including the Debt Disclosure Document(s)) in a form and manner satisfactory to the Debenture Trustee; viii) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue; ix) a copy of the consent from the Registrar to act as the registrar and transfer agent for the Issue; x) a copy of the tripartite agreement(s) executed between the Company, the Registrar and the Depository; xi) evidence that all "know your customer" requirements to the satisfaction of the Debenture Trustee/the Applicants has been provided; xii) 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; xiii) (if so required by the Debenture Holders) evidence that a mandate setting out National Automated Clearing House (NACH) instructions for payment of the Debentures has been submitted, in a form and manner acceptable to the Debenture Trustee; xiv) a copy of the ESG Declaration executed by the Company; xv) (if so required by the Debenture Holders/Debenture Trustee) a certificate from the authorised signatories of the Company addressed to the Debenture Trustee confirming as on the Deemed Date of Allotment/the date of the certificate: <ul style="list-style-type: none"> a) the persons authorised to sign the Transaction Documents and |
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| | <p>any document to be delivered under or in connection therewith, on behalf of the Company, together with the names, titles and specimen signatures of such authorised signatories;</p> <p>b) the Company has the necessary power under the Constitutional Documents to borrow monies by way of the issuance of the Debentures;</p> <p>c) no consents and approvals are required by the Company from its creditors or any Governmental Authority or any other person for the issuance of the Debentures;</p> <p>d) the representations and warranties contained in this Deed are true and correct in all respects;</p> <p>e) no Event of Default or potential Event of Default has occurred or is subsisting;</p> <p>f) no Material Adverse Effect has occurred;</p> <p>g) no investor or shareholder consent/approval, pursuant to the articles of association of the Company or any shareholders' agreements or other documents/instruments entered into by the Company and its shareholders and investors, is required for the Company to enter into or perform its obligations under the Transaction Documents; and</p> <p>h) the issuance of the Debentures and the transactions contemplated herein will not have an adverse impact on the rights of any of the shareholders/investors of the Company;</p> <p>xvi) (if so required by the Debenture Holders/Debenture Trustee) a certificate of the company secretary or a chartered accountant confirming the compliance of SMPL with the provisions of Section 185 and Section 186 of the Companies Act, 2013;</p> <p>xvii) consents and waivers from the existing lenders of SSPL and SMPL in respect of the issuance of the Series A Debentures and the Series B Debentures and the security created thereunder, each in a form and manner acceptable to the Debenture Holders/Debenture Trustee, and confirming, <i>inter alia</i>, that any loans provided by SSPL to SMPL from the proceeds of the Series A Debentures and the Series B Debentures shall not be required to be converted into equity or subordinated to any claims of any lenders;</p> <p>xviii) Prior to the Deemed Date of Allotment, the Issuer shall provide its membership details and other credentials (as applicable) with respect to any credit information bureau (including without limitation, CIBIL, Equifax, RIF Highmark, CIBIL and Experian) to the Debenture Trustee in the mode and manner as required by the majority debenture holders;</p> <p>xix) Execution of the Debenture Trust Deed, and Deed of Hypothecation in form and manner satisfactory to the Debenture Trustee;</p> <p>xx) The Issuer shall procure and furnish in favour of the Investors/ Debenture Trustee, an undertaking executed by the Promoter of the Issuer, in a form and manner acceptable to the Investors, providing for the obligations of the Promoter until the Final Settlement Date;</p> <p>xxi) such other information, documents, certificates, opinions and</p> |
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| | instruments as the Debenture Holders may reasonably request. |
| Conditions Subsequent | <p>The Issuer shall ensure that the following documents are executed/activities are completed as per the time frame stipulated in the debenture trust deed:</p> <ul style="list-style-type: none"> i) the Company shall ensure that the Debentures are credited into the demat accounts of the Debenture Holders of the Debentures within 2 (two) Business Days from the Deemed Date of Allotment; ii) the Company shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders and the prescribed fee; iii) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures; iv) if so required, the Company shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; and v) comply with such other condition and provide such other information and documents as the Debenture Holders may request or as may be required under Applicable Law (including the Act, and the directions/guidelines issued by the RBI and the SEBI. vi) Rating agreement with the aforesaid Rating Agency(ies) with respect to this Issuance vii) Information Memorandum shall be submitted within 10 (Ten) Business days of the allotment of the Debentures |
| Rating Covenants | There would be a step-up in coupon to the extent of 50 bps each for every notch downgrade in the rating of the instrument (vis-a-vis the initial rating) applicable from the date of such downgrade until such event is cured, on the outstanding principal amount and accrued interest, if any, of the Debentures. |
| Early Redemption Events | <p>"Early Redemption Events" means the occurrence of any one of more of the following events:</p> <ul style="list-style-type: none"> i) Security is not created and perfected within the timelines defined in transaction documents ii) any breach by the Company of any of the financial covenants; and iii) The rating is downgraded by one or more notches for the instrument vis-à-vis the initial rating of the instrument. iv) Non-renewal of SBI BC contract at SSPL for a period beyond 60 days of contract expiry <p>Upon the receipt of early redemption notice, the Issuer shall be required to redeem the relevant Debentures within 30 (Thirty) calendar days of the notice.</p> |
| Reporting Covenants | <p>Yearly Reports – within 90 (ninety) days from the end of financial year</p> <ul style="list-style-type: none"> 1. Certificate from independent chartered accountant of the Issuer conforming compliance with the financial covenant based on audited financial statement. |

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| | <ol style="list-style-type: none"> 2. Certificate signed by the Statutory Auditor 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 exclusive first charge on the receivables created out of the issuance and the minimum asset cover of 1.15 x is available. Certificate to contain details of receivables (Loan ID, location, amount sanctioned, amount outstanding, overdue status) hypothecated to Investor. 3. ESG report in the format agreed by the Debenture Trustee 4. Audited Annual Reports & list comprising all material financial liabilities – within 120 (One Hundred and Twenty) calendar days from the end of each financial year <p>Quarterly Reports – within 45 (Forty-Five) calendar days from the end of each financial quarter for quarterly reporting as specified below:</p> <ol style="list-style-type: none"> 1. Quarterly MIS data pack- To be submitted within 45 days of each quarter end. It shall cover the following: quarterly financials with schedules, product-wise portfolio cuts, latest operational information, collection efficiency, quarterly DPD and vintage curve, quarterly write-off, borrowing profile, ALM, book debt assigned to the Debenture Holder with its delinquency status, etc. 2. Shareholding Pattern and change in shareholding structure from the previous quarter 3. Certificate signed by Chief Financial Officer and Managing Director of the Issuer, confirming the compliance with the Financial Covenants on the basis of last declared quarterly unaudited financial statements of the Issuer. <p>Monthly Reports – within 15 (fifteen) calendar days from the end of each month as specified below:</p> <p>Monthly MIS data pack - To be submitted within 15 calendar days from the end of each month. It shall cover the following: product-wise portfolio cuts, latest operational information, collection efficiency, monthly financials, borrowing profile, Asset Liability Management Report, etc.</p> <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. These includes the following but not limited to:</p> <ol style="list-style-type: none"> 1. Change in list of Board of Directors; 2. Change in Shareholding structure; 3. Change in senior management officials (any CXO or equivalent); 4. Any fraud amounting to more than 1% of Gross Loan Portfolio; 5. Material changes in accounting policy; 6. Amendment to constitutional documents except amendment of MoA and AoA due to the following events: <ul style="list-style-type: none"> • Increase in authorised Share Capital and/or any re-classification; • Appointment of Observer on behalf of any investor; • Appointment of nominee director on behalf of an investor; |
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| | <ul style="list-style-type: none"> 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. <ol style="list-style-type: none"> New segment of business other than the business carried out by the Issuer presently; Material Adverse Effect; Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect; Winding up proceedings; Any Event of Default or Potential Default, and any steps taken/ proposed to remedy the same; Application of insolvency petition under bankruptcy code/ NCLT by the Issuer needs to be notified within 1 calendar day; <p>Other Reporting will be mentioned in the Transaction Document(s)</p> |
| Financial Covenants | <p>Save Solutions Pvt Ltd</p> <ul style="list-style-type: none"> Company to maintain EBITDA (Earnings before Interest, Taxes, Depreciation & Amortisation) profitability (EBITDA / Total income) of more than 10% Total debt / total net worth to be less than 1x Dividend payout to be restricted to 20% if Profit After Tax till the term of this facility Related party transactions to be restricted only with the NBFC subsidiaries <p>Save Microfinance Pvt Ltd</p> <ul style="list-style-type: none"> The ratio of Financial Indebtedness to Tangible Net Worth shall not exceed 4x till the remaining tenor of the instrument Save Microfinance Pvt Ltd shall at all times maintain the Capital Adequacy Ratio (CAR) ratio of no less than 20% or the regulatory minimum, whichever is higher Save Microfinance Pvt Ltd shall at all times maintain a ratio of (x) the sum of Portfolio at Risk over 90 days plus Net Charge-Offs during the last 12 months plus Restructured Loans divided by (y) the Outstanding Gross Loan Portfolio of not greater than 5% No related party transactions allowed other than with SSPL Save Microfinance Pvt Ltd shall at all times maintain the ratio of the sum of (x) Portfolio at Risk over 90 days + Restructured Loans – Loan Loss Reserve divided by (y) Tier 1 Capital of no more than 10%. Save Microfinance Pvt Ltd shall at all times maintain the Return on Assets (ROA) ratio over the last twelve months of no less than 0% <p>The issuer will covenant to ensure that the above financial covenants applicable to SSPL are complied with by SSPL on consolidated basis (except covenant on</p> |

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| | Total Debt / Total Net Worth), and the financial covenants applicable to SMPL are complied with at a standalone level by SMPL. |
| Affirmative Covenants | <ul style="list-style-type: none"> i) Mr.Ajeet Kumar Singh shall remain on the Board of Directors as a director of the Issuer until the Final Settlement Date ii) To utilise the proceeds of this issue in accordance with applicable laws and regulations and as mentioned in Transaction Documents; iii) To comply with Companies Act, 2013, SEBI Guidelines, corporate governance, fair practices code prescribed by the RBI; iv) Notification of any potential Event of Default or Event of Default; v) Obtain, comply with and maintain all applicable licenses / authorizations; vi) Furnish information to the Debenture Trustee (as may be required by the Trustee and as mentioned in the Transaction Documents) and to allow the Debenture Trustee or Debenture Holder to run a scrub on the Hypothecated Portfolio with any credit bureau in which the Company is registered as a member including but not limited to CIBIL, Equifax, RIF Highmark, CIBIL and Experian during the tenor of the Debentures. vii) Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be agreed in the Transaction Documents); viii) 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; ix) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them; x) Comply with any monitoring and/or servicing requests from Debenture Trustee; xi) Issuer to arrange for field visit to be conducted by Majority Debenture Holders or the Debenture Trustee or a third party appointed by the Majority Debenture Holders, of at least 5 branches of the Issuer till the remaining tenor of the instrument. The Branches to be visited shall be selected at the discretion of Majority Debenture Holders. The expense for the same shall be borne by Debenture Holders; and xii) Comply with and perform such other conditions as mentioned in detail the Transaction Documents |
| Negative Covenants | <p>The Issuer shall not without the prior written intimation to the Debenture Holders and Debenture Trustee, do or undertake to do any of the following:</p> <ul style="list-style-type: none"> i) Change of business ii) Change in promoter, iii) Change in shareholding or any dilution of stake of Promoters in the Company or change in ownership of the Promoter. iv) Change in Management Control |

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| | <ul style="list-style-type: none"> v) Grant in favour of any person, any interest in or any option in relation to any of the shares held by the Promoters, or any right to exercise any call or put option in relation to the shares held by the Promoters; vi) The Issuer shall not enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; vii) Purchase or redeem any of its issued shares or reduce its share capital; viii) 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; ix) 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 x) Directly or indirectly lend to any of its group companies, or to its promoters (as defined in the Act, or any Related Parties; or directly or indirectly lend to any of its group companies; xi) Enter into related party transaction (other than in arms' length price and in ordinary course of business) xii) Enter into any profit-sharing arrangements with any person. xiii) 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; xiv) Issuer shall not change its financial year-end from 31st March (or such other date as may be approved by Debenture Holders); xv) Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business; xvi) To pay dividend, if a payment default has occurred and is subsisting; xvii) To undertake any new major new business outside financial services or any diversification of its business outside financial services; and xviii) Such other covenants as mentioned in the Transaction Documents |
| ESG Covenants | <ul style="list-style-type: none"> i) The Company shall adhere at all times to and conduct its business in compliance with all applicable local and national environmental, social and governance laws ("ESG Laws") as defined under the Transaction Documents and ESG Covenants as more particularly identified under the Transaction Documents. ii) The Company shall ensure that it duly intimates the Debenture Trustee and the Debenture Holders regarding any actual or potential breach of ESG Laws and/or ESG Covenants on the part of itself, or any of its subsidiaries, affiliates, upon coming to know of the same. The failure to report any such actual or potential breach to the Debenture Trustee and the Debenture Holders within such prescribed timeline shall be deemed to be an ESG Breach ("ESG Breach"). iii) Further conditions pertaining to compliance with ESG Laws shall be captured in the Transaction Documents. |

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| | <p>For the purposes of this clause, the capitalized terms shall have the meanings as provided hereunder:</p> <p>“ESG Covenants” shall mean the covenants pertaining to compliance with ESG Laws as provided under the Transaction Documents.</p> |
| Representations & Warranties | <p>The Issuers represents and warrants that:</p> <ul style="list-style-type: none"> i) The Company duly incorporated and is registered with the RBI as an NBFC ii) No Event of Default has occurred and is continuing on the date of this transaction iii) The Debentures under this Issuance shall rank pari passu amongst themselves and with all other secured, senior creditors/ investors/ lenders. iv) Issuance of this Debenture shall not be in conflict with any other obligations on or the constitutional documents of the Issuer. v) No Material Adverse Change in business, condition or operations of the Issuer vi) Company has the power and authority to issue Debentures and can enter in to Transactions Documents; vii) There as of the date of execution here of no pending or threatened litigation, investigation or proceedings that may have 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 viii) Issuance of the Debenture are not illegal or in violation of applicable laws; and ix) Other conditions as set out in greater detail in the Transaction Documents. |
| Additional Conditions | <ul style="list-style-type: none"> i) The Debenture Trustee shall during the Tenor of the Debentures, have the right to seek such information regarding the Company, its portfolio, company performance and quality of data shared by it or any other information as required by the Debenture Trustee from the Company or various counterparties and third parties including but not limited to any credit bureau, bankers, its lenders or statutory or governmental authorities; and ii) Such other conditions as set out in greater detail in the Transaction Documents. |
| Events of Default | <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"> i) Non-payment of any of the dues under this issuance on the payment day, ii) Payment default on any other indebtedness (cross default); iii) Misrepresentation or misleading information in any of the Transaction Documents; 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 |

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| | <p>or other protection from its creditors is declared or imposed in respect of any indebtedness of the Issuer;</p> <p>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;</p> <p>vi) Lenders processes initiated against the Issuer</p> <p>vii) Repudiation of Transaction Documents</p> <p>viii) Cessation of business</p> <p>ix) Provide guarantee by the Issuer on behalf of any third party, any group Companies, or any related parties on any facility or debenture to any Bank, NBFCs, any debenture holder, without prior written consent of the Debenture Trustee/Debenture Holder;</p> <p>x) 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</p> <p>xi) 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.</p> <p>xii) 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;</p> <p>xiii) Erosion of 50% or more of the Issuer's net worth.</p> <p>xiv) 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 any Government or Government authority;</p> <p>xv) Occurrence of a Material Adverse Effect, as determined by the Debenture Trustee, acting solely on the instructions of the majority debenture holders.</p> <p>xvi) Change in management control without prior written intimation.</p> <p>xvii) Any Transaction Document once executed and delivered, ceases to be in full force or becomes unlawful, invalid and unenforceable;</p> <p>xviii) 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> |
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| | <ul style="list-style-type: none"> • Affirmative Covenants • Negative Covenants • Financial Covenants • Reporting Covenants • Other terms and conditions of Transaction Documents <p>ii) Other conditions as mentioned in detail in the Transaction Document.</p> |
| Consequences of Event of Default | <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> <ul style="list-style-type: none"> i) require the Company to mandatorily redeem the Debentures and repay the Redemption Amount on the Debentures; or 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. iii) invoke guarantee 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 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, 2019 on "Prudential Framework for Resolution of Stressed Assets", as amended, modified or restated from time to time). vi) take all such other action as is expressly permitted under the Transaction Documents or permitted under Applicable Law (including initiating any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016); vii) Such other remedies as mentioned in the Transaction Documents |
| Indemnification | <p>The Issuer will indemnify, and hold the Debenture Holders and Debenture Trustee, Investment Manager of Initial Debenture Holders harmless 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> |
| Confidentiality | <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. If any party is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, such party may disclose or file the Term Sheet as required by law. Provided such party shall to the extent allowed under applicable law provide notice to the other party and provide reasonable assistance to reduce the disclosure. The party disclosing information under this clause restrict the disclosure to only such information required to be disclosed under applicable law.</p> |

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| Governing Law & Jurisdiction | This Term Sheet shall be governed and construed exclusively in accordance with the laws of India and any disputes arising therefrom shall be subject to the jurisdiction of appropriate courts and tribunals at New Delhi, India. To be set out in greater detail in the transaction documents. |
| Transaction Costs | 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: <ul style="list-style-type: none"> i) Trustee fees ii) Legal Counsel fees iii) Rating fees iv) Stamping and registration in relation to all Transaction Documents v) Any other reasonable transaction related expense incurred by the Debenture Holders |
| Taxes, Duties, Costs and Expenses | <ul style="list-style-type: none"> i) Relevant taxes such as TDS, GST and any other applicable direct and indirect taxes for the time being in force. ii) 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. |
| Eligible investors | As permitted under applicable law |

Accepted and agreed

For the Issuer

For the Investor

(Authorised signatory)

(Authorised signatory)

DISCLAIMER:

This term sheet only summarizes the principal terms with respect to a potential investment by the Investor in rated, non-convertible, redeemable, debentures proposed to be issued by the Issuer.

This term sheet is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation. No legally binding obligations will be created, implied or inferred until the Transaction Documents are executed and delivered. Without limiting the generality of the foregoing, it is the intent of the parties that until the execution of Transaction Documents, no agreement shall exist among them and there shall be no obligations whatsoever based on such things as parol evidence, extended negotiations, "handshakes," oral understandings, or course of conduct.

** The Issuer reserves its sole and absolute right to modify (pre-pone/ postpone) the above issue schedule without giving any reason(s) whatsoever or prior notice. In such a case, investors shall be intimated about the revised time*

schedule by the Issuer. The Issuer also reserves the right to keep multiple Deemed Date(s) of Allotment at its sole and absolute discretion without any notice. In case the Issue Closing Date/ Pay in Dates is/are changed (advanced/ postponed), the Deemed Date of Allotment may also be changed (advanced/ postponed) by the Issuer at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Dividend Payment Date(s) and/or Redemption Date may also be changed at the sole and absolute discretion of the Issuer.

ANNEXURE I ISSUE SCHEDULE *

Series A Debentures

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| Issue Open Date | September 6, 2021 |
| Issue Close Date | September 6 , 2021 |
| Pay-in Date | September 6 , 2021 |
| Deemed Date of Allotment (and the pay-in date for the first tranche) ("Series A Deemed Date of Allotment" or "Series A Tranche I Payin Date") | September 6, 2021 |
| Pay-in date for the second tranche ("Series A Tranche II Payin Date") | October 6 , 2021 |

At the time of issuance (being the Series A Tranche I Payin Date), each Series A Debenture shall be partly paid up with NR 1,07,14,286 being paid on Series A Tranche I Payin Date and INR 13,92,85,714 being paid on Series A Tranche II Payin Date. Each Series A Debenture shall be fully paid up up to INR 15,00,00,000 on the Series A Tranche II Payin Date, subject to the relevant debenture holders paying the relevant amounts on Series A Tranche II Payin Date.

The Debentures are proposed to be partly paid with:

- (a) INR 71,428.57 per Debenture and an aggregate amount INR 1,07,14,286 for all Debentures ("Tranche I Amount") being paid on 06th September, 2021; and
- (b) INR 9,28,571.43 per Debenture and an aggregate amount INR 13,92,85,714 for all Debentures ("Tranche II Amount") being paid on 06th October, 2021.

The Debentures shall be fully paid up to INR 15,00,00,000 on 06th October, 2021, subject to the Debenture Holders paying the Tranche II Amount on 06th October, 2021.

Series B Debentures

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| Issue Open Date | September 6, 2021 |
| Issue Close Date | September 6, 2021 |
| Pay-in Date | September 6 , 2021 |
| Deemed Date of Allotment (and the pay-in date for the first tranche) ("Series B Deemed Date of | September 6 , 2021 |

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| Allotment" or "Series B Tranche I Payin Date") | |
| Pay-in date for the second tranche ("Series B Tranche II Payin Date") | October 6 , 2021 |

At the time of issuance (being the Series B Tranche I Payin Date), each Series B Debenture shall be partly paid up with an amount of INR 19,00,00,000 being paid on Series B Tranche I Payin Date and INR 11,00,00,000 being paid on Series B Tranche II Payin Date. Each Series B Debenture shall be fully paid up up to INR 30,00,00,000 on the Series B Tranche II Payin Date, subject to the relevant debenture holders paying the relevant amounts on Series B Tranche II Payin Date.

The Debentures are proposed to be partly paid with:

- (c) INR 6,33,333.33 per Debenture and an aggregate amount INR 19,00,00,000 for all Debentures ("Tranche I Amount") being paid on 06th September, 2021; and
- (d) INR 3,66,666.67 per Debenture and an aggregate amount INR 11,00,00,000 for all Debentures ("Tranche II Amount") being paid on 06th October, 2021.

The Debentures shall be fully paid up to INR 30,00,00,000 on 06th October, 2021, subject to the Debenture Holders paying the Tranche II Amount on 06th October, 2021