

TERM SHEET**CLIX CAPITAL SERVICES PRIVATE LIMITED**

A private limited company incorporated under the Companies Act, 1956

Date of Incorporation: February 11, 1994; CIN: U65929DL1994PTC116256

Registered Office: 4th Flr., Kailash Building, Kasturba Gandhi Marg, Connaught Place New Delhi - 110001

This Term Sheet is issued in terms of and pursuant to the 'Information Memorandum'. All the terms, conditions and information as stipulated in the Information Memorandum are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same. This Term Sheet is to be read in conjunction with the Information Memorandum.

This Term Sheet is dated 2ND Sept 2020

Broad terms of the Issue

Security Name	Secured Rated Redeemable Listed Non-Convertible ("NCDs" or "Debentures")
Issuer/Company	Clix Capital Services Private Limited (Issuer/Company/Clix)
Type of Instrument	Secured Rated Redeemable Listed Non-Convertible Debentures (NCDs/Debentures)
Nature of the Instrument	Secured
Seniority	Senior
Mode of Issue	Private placement
Objects & Details of the utilization of the Proceeds	<ul style="list-style-type: none"> To meet the temporary liquidity/ cashflow mismatches for meeting the commitment, repay existing loans and additional liquidity for on lending. The proceeds will be utilized in compliance of guidelines issued under the EPCG scheme. The Issuer undertakes that no part of the proceeds of the Debentures shall be utilized by the Company directly or indirectly towards capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market activities), any speculative purposes, land acquisition or usages that are restricted for bank financing, any activity in the 'Exclusion List' (as such term shall be defined under the Transaction Documents) or investment in the real estate sector. The proceeds of the NCD shall not be used for any purpose, which may be in contravention of the government/RBI/SEBI/Other regulatory guidelines..
Rating of Instrument	"CARE A+" by CARE Ratings Ltd.
Debenture Trustee	Catalyst Trusteeship Limited
Registrar & Transfer Agent	Link Intime Pvt. Limited
Eligible Investors	As mentioned in the Information Memorandum under captioned "Eligible Investor".
Issue Size	INR 50 Crores (Rupees Fifty Crores Only)
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
Tenor	18 Months from the Deemed Date of Allotment
Processing Fees	INR 10,12,000 plus applicable GST to be paid on pay-in date
Coupon Type	Fixed
Coupon Rate	9.25% per annum payable at such frequency as set out below against the heading 'Coupon Payment Frequency' and on such dates as set out below against the heading 'Coupon Payment Dates'
Coupon Payment Frequency	Annual and on Redemption
Coupon Step-up/ Step down	In case of downgrade of credit rating of the Debentures by one notch, Coupon Rate will be stepped up by 0.25% for each such downgrade. If the rating is restored to earlier rating level, the pricing will be reduced by 0.25% for every notch upgrade.
Credit Rating Covenant	If the long-term credit rating of the Debentures is downgraded to below "BBB-", the Debenture Holders would reserve the right to recall the outstanding amount of the Debentures.

Coupon Payment dates	The Coupon shall be payable Annually from the Deemed Date of Allotment and on Redemption subject to Business Day Convention	
	Tuesday, September 7, 2021	Monday, March 7, 2022
Redemption Date	At the end of 18 months from the Deemed Date of Allotment	
Redemption Amount	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture.	
Redemption	Bullet, At Par.	
Redemption Premium/ Discount	N.A.	
Discount at which security is issued and the effective yield as a result of such discount.	N.A.	
Put Date	N.A.	
Put Price	N.A.	
Put Option Notice	N.A.	
Call Date	N.A.	
Call Price	N.A.	
Call Option Notice	N.A.	
Put Notification Time	N.A.	
Call Notification Time	N.A.	
Security & Security Cover	<p>The outstanding Debentures amount together with interest, default interest, remuneration of the Debenture Trustee, charges, fees, expenses and all other monies dues from the Company ("Outstanding Amounts") shall be secured by:</p> <ul style="list-style-type: none"> First exclusive charge via deed of hypothecation on standard asset portfolio of receivables ("Company's Receivables", which shall be more fully set out in the deed of hypothecation), to be executed between the Company and the Debenture Trustee. <p>The aforesaid security shall be created & perfected within three months from the Issue Closure Date.</p> <p>The Issuer undertakes as follows:</p> <ol style="list-style-type: none"> Company's Receivables shall be standard. Company's Receivables shall be existing at the time of selection, and have not been terminated or prepaid. Company's Receivables should not have been restructured or rescheduled unless done as per the instructions/guidance of Reserve Bank of India ("RBI") from time to time. All loans hypothecated under the deed of hypothecation should comply with norms and guidelines issued by the RBI The Company's Receivables being charged must comply with all extant 'know your customer' norms specified by RBI. The Company's Receivables generated from lending to Issuer's associate/s & subsidiary/s and/or related party shall not be provided as security for the Debentures and consequently, shall not be considered for asset cover calculation for this issuance. <p>The Company undertakes to maintain Minimum Security Cover of 1.10 times to be maintained on the outstanding NCD amount of the Debentures along with interest thereon at all times during the tenure of the NCDs.</p> <p>Non-Maintenance of Minimum-Security Cover as mentioned above will attract 2% p.a. penalty over and above the Coupon Rate as specified herein, for the period of non-maintenance of</p>	

	<p>such cover. However, in no case reinstatement of such security cover shall exceed 30 (Thirty) days from the day such cover falls below the required cover.</p> <p>The Company shall have option for providing additional /replacement of security at any time during the tenure of the Debentures to ensure the Minimum-Security Cover as provided hereinabove in consultation with Debenture Trustee.</p> <p>The Issuer shall execute Debenture Trust Deed and Deed of Hypothecation and perfect the charge created by the Debenture Trust Deed and Deed of Hypothecation by filing requisite forms with the Registrar of Companies ("ROC") within three months from the Issue Closure Date. The Company shall, within three months from the Issue Closure Date Obtain NOCs and/or letters ceding exclusive charge to the Debenture Trustee, from the existing Lenders. If the Issuer fails to execute the Debenture Trust Deed & Deed of Hypothecation within the timelines stipulated in the Transaction Documents, then the Issuer shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (two percent) per annum above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the outstanding principal amounts and any accrued interest) from the Deemed Date of Allotment until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with.</p>
Material Adverse Effect	<p>Means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (a) the financial condition, business or operation of the Company, environmental, social or otherwise, or prospects of the Company; (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder); or (d) the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document.</p>
Financial Covenant	<p>To be prescribed in the Transaction Documents. Including but not limited to:</p> <ul style="list-style-type: none"> • The Company shall ensure that 'Promoter Group' at all times until the Final Settlement Date, continues to own atleast 51% (Fifty One Percent) or above of the equity shareholding of the Company, on a fully diluted basis. • The Debt Equity ratio shall not exceed 5 times during the entire tenor of debenture. • If the debentures get delisted during the tenor of the NCD, issuer will bear all expenses for listing it again within 30 days from date of delisting. During the period of such delisting, company to pay additional interest @ 2% p.a. over the Coupon Rate per annum for the period commencing from the date of such delisting, till the period it is again listed in the stock exchange. <p>All covenants would be tested on half yearly basis for the Company, i.e. as on 31st March, 30th September every year, on standalone balance sheet till the redemption of the Debentures.</p> <p>Within 90 days from the end of each half yearly period, the Issuer shall submit covenant compliance certificate issued by CFO/authorised signatory in favour of the Debenture Trustee and Debenture Holders</p>
Day Count Basis	Actual / Actual
Interest on Application Money	<p>Payable at the Coupon Rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque (s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in date and Deemed Date of Allotment are the same, no interest on Application money is to be paid.</p>
Listing (including name of Stock Exchange(s) where it will be listed and timeline for listing)	<ul style="list-style-type: none"> • Proposed to be listed on the 'Wholesale Debt Market Segment' of NSE Limited within 20 (twenty) days from the Deemed Date of Allotment. • In case of delay in listing of the Debentures beyond 20 (twenty) days from the Deemed Date of Allotment, the Company will pay penal interest of 1% p.a. over the Coupon Rate from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of such Debentures.

Representations and Warranties of the Issuer	<p>As mentioned in the caption titled "Representations and Warranties Of The Issuer" in the Information Memorandum to the Issue. The Representations and Warranties shall be continuous in nature and shall be deemed to occur on every day till redemption of the Debentures.</p> <ol style="list-style-type: none"> 1. The Company is registered with the RBI as Non-Banking Finance Company 2. No Event of Default has occurred and is continuing on the date of this transaction. 3. The Debentures under this Issuance shall rank exclusive amongst themselves, and with all other secured creditors. 4. Binding obligation of Transaction Documents. 5. No conflict with other obligations / constitutional documents. 6. No Material Adverse Change in business, condition or operations of the Issuer. 7. Company has the power and authority to issue Debentures and such Transactions Documents are valid and admissible in evidence. 8. Absence of any 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 Facility. <p>And as set out in greater detail in the Debenture Trust Deed</p>
Minimum Application size and in multiples of debt security thereafter	The minimum application size for the Issue shall be 10 (ten) Debentures and in multiples of 1 (one) Debenture thereafter.
Issuance mode of the Instrument	Dematerialised only
Trading mode of the Instrument	Dematerialised only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depository	NSDL and CDSL
Business Day	Means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in Mumbai.
Business Day Convention	<p>If any Coupon Payment Date or the due date for the performance of any event falls on a day that is not a Business Day, then the succeeding Business Day will be considered as the effective date. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact.</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 on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment.</p>
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any due date, which shall be the date falling 15 (fifteen) calendar days prior to any due date.
Transaction Documents	<ol style="list-style-type: none"> i. Debenture Trustee Agreement ii. Debenture Trust Deed, iii. Deed of Hypothecation iv. Information Memorandum ; v. Letter appointing Trustees to the Debenture Holders; vi. Board Resolution authorising this Issuance; vii. Applicable Shareholder Resolutions under the Companies Act, 2013; viii. Rating Letter with the aforesaid Rating Agency(ies) with respect to this Issuance; ix. Letter of Undertaking from the issuer undertaking that total issuance covered under "Extended Partial Guarantee Scheme" offered by Government of India to all Public Sector Banks should be capped at 1.25 times of Issuer's total maturing liability over a period of six month from date of issuance of bond/debenture/cp. x. Letter of Undertaking from the issuer undertaking that it would rework the Asset Liability structure within three months to have positive ALM in each bucket for the first three months and on cumulative basis for the remaining period

	<ul style="list-style-type: none"> xi. Such other documents as agreed between the Issuer and the Debenture Trustee from time to time. xii. Letter of Undertaking that CRAR of the company will not go below the Regulatory requirement and the company shall ensure this by infusing equity, whenever required xiii. Issuer to submit Management Certified ALM on monthly basis to the bank till the investment is fully repaid.
Conditions Precedent to Disbursement	<ul style="list-style-type: none"> 1. Execution of Information Memorandum, 2. Credit Rating Letter 3. Trustee Consent Letter – wherein Debenture Trustee consents to act as the debenture trustee for the Debenture holders, 4. NSE In-principle Approval for Listing, 5. Resolution of the Company's board of directors authorizing the issuance of Debentures; 6. Resolution of the shareholders of the Company authorising authorizing the issuance of Debentures 7. Execution of the Debenture Trustee Agreement,
Conditions Subsequent to Disbursement	<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"> 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; ii. the Company will ensure listing of Debentures on 'Wholesale Debt Market Segment' of NSE Limited within stipulated timelines; iii. the Company shall, inter alia, file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the allotment of Debentures along with a list of the Debenture Holders and PAS 5; iv. Execution of Deed of Hypothecation & Debenture Trust Deed & perfect within 90 days from the Deemed Date of Allotment. v. Filing CHG-9 Form with ROC within stipulated timelines; vi. Execution of any other documents as customary for transaction of a similar nature and size. vii. The Issuer shall ensure compliance with SEBI / Companies Act, 2013 (as applicable) for issuance of NCDs.
Default Interest Rate/Additional Interest Rate	<p>Without prejudice to any other rights and remedies available to the Debenture Trustee pursuant to the terms of Transaction Documents:</p> <ul style="list-style-type: none"> i. If, at any time, a 'Payment Default' (as such term shall be defined under the Transaction Documents) occurs, the Issuer agrees to pay additional interest at the rate of 2% (two percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the Debentures (including the outstanding principal amounts and any accrued but unpaid interest) from the date of occurrence of such a 'Payment Default' until such 'Payment Default' is cured or the Debentures are fully redeemed.
Event of Defaults	<p>Events of default as stated in the Information Memorandum under captioned "Event of Defaults, including but not limited to the following:</p> <ul style="list-style-type: none"> • Failure to pay amounts due under the Issue on the relevant due date by the Issuer; • Insolvency, reorganization, liquidation, suspension of payment of debts, winding up, illegality, cessation of business by the Issuer; • Illegality, cessation of business of the Issuer; • Security in jeopardy; • Bankruptcy, CDR proceedings filed with respect to the Issuer; • Breach of any of the terms of the Transaction Documents by the Issuer; • Breach of any covenants; • Breach of any Representations and Warranties; • Nationalization or expropriation of any of a substantial part of the assets of the Issuer; • Unlawfulness or moratorium
Consequences of Event of Default	<p>The consequences of default will, include but not be limited to the following:</p> <ul style="list-style-type: none"> • Acceleration of all outstanding dues, cancellation of total Issue and enforcement of Security;

	<ul style="list-style-type: none"> • To transfer assets of the Issuer comprised within the Security created in favour of Debenture Trustee or such other person by way of lease, leave and license, sale or otherwise. Any surplus realized from the transfer of assets after fulfilment of all the obligations of the Issuer under the Issue shall be paid to the Issuer; • Enforce its right under the Transaction Documents; • Appropriate any amount in the Accounts and utilize it for payment/repayment of any amount outstanding under the Issue; • Charge Default Interest. It is clarified that the default interest shall be charged from the date of occurrence of event of default irrespective of the same being declared by the Investor(s) till such date the default subsists; <p>Any cost incurred on any of the above shall be borne by the Issuer.</p>
EBP Process	<p>Issue and Payment Procedure</p> <ul style="list-style-type: none"> • Bidding Process <p>All Eligible Participants are required to apply for the Issue and make payment of the full application amount in accordance with the Bidding Process outlined in the Information Memorandum. The Issue will be through open bidding on the EBP platform in line with EBP Guidelines vide SEBI circular SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 or such other circular issued from time to time.</p> <ul style="list-style-type: none"> • Manner of settlement <p>Settlement of the Issue will be done through the NSE Clearing Corporation and the virtual account details will be shared on Provisional Allocation of Debentures.</p> <ul style="list-style-type: none"> • Provisional or Final Allocation <p>Allocation shall be made on a pro rata basis in the multiples of the bidding lot size, i.e., in multiples of Rs. 10,00,000 (Rupees Ten Lakh Only). Post completion of bidding process, the Issuer will upload the provisional allocation on the NSE EBP platform. Post receipt of details of the successful bidders, the Issuer will upload the final allocation file on the NSE-EBP platform.</p> <ul style="list-style-type: none"> • Payment Mechanism <p>Payment of subscription money for the Bonds should be made by the Identified Investors as notified by the Issuer.</p> <p>The participants should complete the funds pay-in to the designated bank account as per details as mentioned in the NSE EBP Platform</p> <p>Successful bidders must do the subscription amount payment to the Designated Bank Account on or before 10:30 a.m. on the Pay-in Date ("Pay-in Time"). Identified Investors should ensure to make payment of the subscription amount for the Bonds from their same bank account which is updated by them in the NSE EBP platform while placing the bids. In case of mismatch in the bank account details between NSE EBP platform and the bank account from which payment is done by the successful bidder, the payment would be returned.</p> <p>Note: In case of failure of any Identified Investor to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bid will liable to be rejected and the Issuer shall not be liable to issue Bonds to such Identified Investors.</p> <ul style="list-style-type: none"> • Settlement Process <p>Upon final allocation by the Issuer, the Issuer or the Registrar on behalf of the Issue shall instruct the Depositories on the Pay-In Date, and the Depositories shall accordingly credit the allocated Bonds to the demat account of the successful bidder.</p>

	The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 p.m. on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 p.m. on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to the Issuer the transfer of Bonds in the demat account(s) of the successful bidder(s).
Method of Allotment	Uniform Yield
Bid Timing	11.30am to 1.30 pm.
Settlement cycle	T+1
Manner of Bidding	Open Bidding
Settlement Through	NSE Clearing Corporation
Provisions related to Cross Default	Any financial indebtedness of the Company is not paid when due and the applicable cure period has lapsed without the Company making payment of the overdue amount in full
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holder(s), investment manager of the Debenture Holders, and their respective shareholders, officers, directors, employees, representatives and attorneys 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 the terms of the Transaction Documents by the Issuer.
Arbitration	In the event of any dispute or difference between the parties in respect of or concerning or connected with the interpretation or implementation of the Transaction Documents or arising out of the Transaction Documents, such dispute or difference shall be referred to arbitration by a sole arbitrator, appointed mutually by the Issuer and Investor, in accordance with the (Indian) Arbitration and Conciliation Act, 1996, or any modification or amendment thereof. The arbitration shall be held in Delhi/ Mumbai. The language of the arbitration proceedings shall be English. The expenses of the arbitration shall be borne by the Issuer. The decision of such arbitration shall be binding and conclusive upon the parties and may be enforced in any court of competent jurisdiction.
Governing Law and Jurisdiction	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 in Delhi / Mumbai and as more particularly provided for in the Debenture Trust Deed.
Transaction Costs	The Issuer shall bear all transaction related costs incurred by the Debenture Holder with respect to legal counsel, valuers and auditors/ consultants. Such costs include: <ul style="list-style-type: none"> • Debenture Trustee's fees; • Rating fees; • Stamping and registration costs in relation to all Transaction Documents; • Any other reasonable transaction related expense incurred by the Debenture Holders
Taxes, Duties, Costs and Expenses	<ul style="list-style-type: none"> • Relevant taxes, duties and levies are to be borne by the Issuer. • The charges/ fees and any amounts payable under the 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.
Issue Timing Issue Opening Date Issue Closing Date Issue Pay-in Date Issue Deemed Date of Allotment	September 04, 2020 September 04, 2020 September 07, 2020 September 07, 2020

Bond Cash Flows on a per Debenture Basis

Face Value		10,00,000				
Coupon Rate		9.25%				
Months	Date	Net Cash Flow	Principal	Interest	Principal O/s	Days
	07 th September 2020	(10,00,000)			10,00,000	
12	07 th September 2021	92,500	-	92,500	10,00,000	365
18	07 th March 2022	10,45,870	10,00,000	45,870	-	181

For Clix Capital Services Private Limited

Authorised Signatory

 