FIRST SCHEDULE
TERMS AND CONDITIONS

The NCDs shall be issued on the terms and conditions contained in this Schedule ("**Terms and Conditions**"). Notwithstanding anything to the contrary contained herein, in the event of any inconsistency between the terms and conditions contained in this Schedule and any other part of this Deed, the terms and conditions contained herein shall prevail.

I.	**Type of Instrument**	Unlisted, senior, secured, redeemable, non-convertible debentures
II.	**Face Value**	INR 10,00,000 (Indian Rupees Ten Lakhs only)
III.	**Issue Size and Issue Price**	NCDs consisting of 1000 unlisted, senior, redeemable, non-convertibledebentures issued at INR 10,00,000 (Indian Rupees Ten Lakhs) each, aggregating up to INR 100,00,00,000 (Indian Rupees One Hundred Crores only)
IV.	**Tenor**	The tenure of the NCDs will be 48 (forty eight) months from the Deemed Date of Allotment with a Lock-In-Period.
V.	**Coupon and Coupon Payment Date**	**Coupon:** The Company shall pay the fixed coupon of 10.00% (ten percent) ("**Coupon**") per annum on the monthly basis on the Investment Amount along with all the applicable Taxes, ("**Coupon Payment Date**") on the last date of each month commencing from October, 2021
VI.	**Premium Amount and Assured IRR**	The Company shall pay an assured return of 18 .00% (eighteen percent) on the Investment Amount to be calculated on the relevant Redemption Date from the Deemed Date of Allotment after adjusting the Coupon ("**Assured IRR**"). Further, on the Redemption Date, the Company shall pay such additional amount on the Investment Amount ("**Premium Amount**") to ensure that the Assured IRR is received by the NCD Holders in accordance with the terms of this Deed.
VII.	**Schedule Redemption Date**	Subject to the Early Redemption Event, the entire Investment Amount together with the Premium Amount ("**Schedule Redemption Amount**") shall be redeemed at the end of the 48 (forty eight) months from the Deemed Date of Allotment ("**Schedule Redemption Date**").
VIII.	**Voluntary Redemption**	Post Lock-In Period, the Company may, prepay/redeem to the NCD Holders the Outstanding Investment Amount in full or in part, with Coupon accrued thereon and any other amounts due and payable in connection therewith upto the date of prepayment, by giving an irrevocable written notice of not less than 2 (two) months to the Debenture Trustee, specifying therein the proposed date of redemption and the amount which the Company proposes to redeem, without any prepayment premium.
IX.	**Security**	For the consideration set out above and as continuing security and collateral for the payment and discharge of the Obligations, the Security Providers shall create and maintain the Security Interest and collateral as set out herein (*Security*) in favour of the Debenture Trustee in the manner set out herein: *(a) Share Pledge* A first ranking charge by way of pledge over the Pledged Securities in favour of the Debenture Trustee for the benefit of the Secured Parties in the manner set out inthe Pledge Agreement.

Mosavi Enterprises Private Limited as Company	**Catalyst Trusteeship Limited as Debenture Trustee**

		(b) *Mortgage Documents* A first ranking charge by way of mortgage over the ImmovableProperties in favour of the Debenture Trustee for the benefit of the Secured Parties in the manner set out in the Mortgage Documents. (c) *Hypothecation* (i) A first ranking charge by way of hypothecation over the Movable Properties and Current Assets in favour of the Debenture Trustee forthe benefit of the Secured Parties in the manner set outin this Deed (save and except vehicles charged to the other lenders). (d) *Personal Guarantees* Personal guarantees of the Guarantors in accordance with the Guarantees. (e) *Demand Promissory Note* Demand Promissory Note to be issued by the Company in favour of the Debenture Trustee (acting for the benefit of the NCD Holders) in respect of the Investment Amount.
X.	**Security Timelines**	The Security as stipulated above shall be created and perfected within 30 (thirty) days from the Deemed Date of Allotment.

Mosavi Enterprises Private Limited as Company	**Catalyst Trusteeship Limited as Debenture Trustee**