



CAPITAL INDIA

Rediscover Business

Summary Term Sheet	
Security Name	9.50% CIFL NCD Series III 2022
Issuer	Capital India Finance Limited
Debenture Trustee	Catalyst Trusteeship Limited
Type of Instrument	Secured, Listed, Rated, Redeemable, Non-Convertible Debentures
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	Electronic book mechanism
Type of Issue	Private Placement
Eligible Investors / Applicant / Investor	For details kindly refer to Clause 8.1 (<i>Who can apply</i>) of this Information Memorandum.
Listing (including name of stock exchange where it will be listed and timeline for listing)	<p>The Debentures are proposed to be listed on the WDM segment of BSE.</p> <p>The Company shall forward the listing application to BSE along with the applicable disclosures within 15 (Fifteen) days from the Deemed Date of Allotment and obtain listing permission within 20 (Twenty) calendar days from the Deemed Date of Allotment of Debentures.</p> <p>In case of delay in listing of the Debentures beyond 20 (Twenty) days from the Deemed Date of Allotment, the Company shall be liable to pay penal interest, of 1% p.a. over the rate of Coupon from the expiry of 30 (Thirty) days from the Deemed Date of Allotment till the date of listing of the Debentures.</p> <p>In-principle approval from BSE is appended along with as Annexure II of this Information Memorandum.</p>
Rating of Instrument	Acuite Ratings and Research Limited has assigned a rating of "ACUITE A-/Negative" (Pronounced as "ACUITE A Minus rating with Negative Outlook")
Rating Agency	Acuite Ratings and Research Limited
Number of Debentures	300 (Three Hundred)
Issue Size	INR 30,00,00,000/- (Rupees Thirty Crore only)
Option to retain oversubscription	Not applicable
Objects of the Issue	The proceeds of this Issue shall be utilised by the Issuer towards general corporate purposes and for the ordinary course of business of the Issuer including repayment/ re-financing of existing debt. It is

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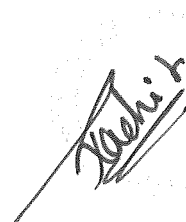
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	clarified that the proceeds of this Issue shall not be utilised towards activities like investment in capital market, acquisition or purchase of land, or usages that are restricted for bank financing under RBI regulations.
Details of the utilization of the Proceeds	<p>The proceeds of this Issue shall be utilised for the following purposes:</p> <ul style="list-style-type: none"> • General Corporate purposes • For the ordinary course of business of the Issuer including repayment/ re-financing of existing debt <p>Further, the Company, may, pending utilization of the proceeds out of the issue of the NCDs, temporarily invest funds in income bearing liquid instruments including money market mutual funds, deposits with banks as may be approved by the Board / any Committee thereof, as the case may be.</p> <p>No part of the proceeds from the Issue will be used towards:</p> <ol style="list-style-type: none"> i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities; ii. any speculative purposes; iii. investment in the real estate sector; or iv. in contravention of any Applicable Laws. v. unsecured loans / inter-corporate deposits by the Issuer to / in any company. vi. All types of loans and advances by the Issuer to their subsidiaries, group companies / entities. vii. Further lending to individuals for subscribing to Initial Public Offerings (IPOs) and for purchase of shares from secondary market <p>The proceeds of this Issue shall not be used for any purpose, which may be in contravention of the government/RBI/SEBI/other regulatory guidelines</p>
Coupon Rate	9.50% p.a.
Step Up/Step Down Coupon Rate	<p>Step Up: As mentioned in the Covenants Section of this Summary Term Sheet.</p> <p>Step Down: Not applicable</p>
Coupon Payment Frequency	Annually and at maturity
Coupon Payment Dates	1. November 6, 2021

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Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	None
Day Count Basis	Actual / Actual. i.e. Actual / 365 (Three Hundred Sixty-Five) days, or Actual / 366 (Three Hundred Sixty-Six) days in the case of a leap year (as per the SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016).
Interest on Application Money	<p>The Company shall be liable to pay interest on the Application Money, calculated at the rate of the Coupon, from the date of receipt of such Application Money in the account of the Company until 1 (One) day prior to the Deemed Date of Allotment of the Debentures.</p> <p>The interest on the Application Money thus calculated, shall be paid by the Company to the Debenture Holder on the first Coupon Payment Date.</p>
Default Interest Rate	Default Interest at the rate of 2% p.a. over and above the rate of Coupon, for the defaulting period, in the event the Issuer fails to make any payments of Interest and/or principal redemption to the Debenture Holders on their respective due dates;
Delay in execution of Debenture Trust Deed	Where the Issuer fails to execute the debenture trust deed within 3 (Three) months from the date of closure of the Issue, without prejudice to any liability arising on account of violation of the provisions of the Act and these Regulations the Issuer shall also pay Default Interest at the rate of 2% p.a. to the Debenture Holder, over and above the agreed Coupon rate, till the execution of the debenture trust deed.
Tenor	18 (Eighteen) months from the Deemed Date of Allotment.
Redemption Date	May 6, 2022 The entire Principal Amount shall be repaid to the Debenture Holders, in a bullet instalment on the Redemption Date, subject to any early redemption / prepayment in accordance with the terms of the Debenture Trust Deed.
Maturity Date	Same as Redemption Date
Redemption Amount	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture

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Redemption Premium / Discount	Nil								
Discount at which security is issued and the effective yield as a result of such discount	None								
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture								
Put Date	Not applicable								
Put Price	Not applicable								
Call Date	Not applicable								
Call Price	Not applicable								
Put Notification Time	Not applicable								
Call Notification Time	Not applicable								
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture								
Partly paid up / Fully paid-up	Fully paid-up								
Minimum Application size	The minimum subscription amount for a single Eligible Investor shall be Rs. 1,00,00,000/- (Rupees One Crore only) and in multiples of Rs. 10,00,000/- (Rupees Ten Lakhs only) lakh thereafter Please refer to RBI/DNBR/2016-17/45 Master Direction DNBR. PD. 008/03.10.119/2016-17 September 01, 2016								
Market Lot	The minimum lot size for trading shall be 1 Debenture and in multiples of 1 thereafter.								
Issue timing	<table border="1"><tr><td>Issue Opening Date</td><td>November 5, 2020</td></tr><tr><td>Issue Closing Date</td><td>November 5, 2020</td></tr><tr><td>Pay-in Date</td><td>November 6, 2020</td></tr><tr><td>Deemed Date of Allotment</td><td>November 6, 2020</td></tr></table>	Issue Opening Date	November 5, 2020	Issue Closing Date	November 5, 2020	Pay-in Date	November 6, 2020	Deemed Date of Allotment	November 6, 2020
Issue Opening Date	November 5, 2020								
Issue Closing Date	November 5, 2020								
Pay-in Date	November 6, 2020								
Deemed Date of Allotment	November 6, 2020								
Settlement Cycle	Settlement Cycle T+1. 'T' being the bidding date.								
Settlement Mechanism	Through the clearing corporation of the BSE.								
Bidding Type	Closed bidding								
Mode of Allotment	Uniform yield								
Credit of Debentures in Dematerialized form	Subject to satisfaction of all legal formalities and other requirements of the Issuer, the Issuer shall instruct the depository to credit the								

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	dematerialized accounts of the investors within 2 (Two) Working Days from the Deemed Date of Allotment (or within such earlier time as required under the Operational Guidelines).
Issuance mode of the Instrument	Dematerialized mode only
Trading mode of the Instrument	Dematerialized mode only
Settlement mode of the Instrument	NEFT / RTGS / electronic fund transfer / direct credit / NACH
Depositories	NSDL and CDSL
Business Day Convention	<p>'Business Day' shall mean any day on which banks are open for business in Mumbai, Maharashtra & New Delhi, Delhi and when the money market is functioning in Mumbai. If the date of payment of interest/redemption of principal does not fall on a Business Day, the payment of interest/principal shall be made in accordance with SEBI Circular CIR/IMD/DF-1/122/2016 dated November 11, 2016.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day, which becomes the coupon payment date for that coupon. However, the future coupon payment date(s) would be as per the schedule originally stipulated at the time of issuing the debentures. In other words, the subsequent coupon payment date(s) would not be changed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-Business Day.</p> <p>If the redemption date of the Debentures falls on a day that is not a Business Day, the redemption amount shall be paid by the Issuer on the immediately preceding Business Day which becomes the new redemption date, along with interest accrued on the debentures until but excluding the date of such payment.</p> <p>Please refer to SEBI Circular dated November 11, 2016 bearing reference CIR/IMD/DF-1/122/2016 for further clarification in this regard.</p>
Record Date	<p>The date falling 15 (Fifteen) days prior to any Due Date.</p> <p>In the event the Record Date falls on a day which is not a Business Day, the succeeding Business Day will be considered as the Record Date.</p>

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Covenants (including side letters, accelerated payment clause, etc.)

1. If the Rating is downgraded by any rating agency from the existing level of A-, the rate of interest shall increase by 25 basis points for every notch downward over and above the prevailing rate of interest immediately prior to such rating downgrade. If the rating is subsequently upgraded, then the rate of interest shall be reduced by 0.25% for each notch of upgrade till it reaches A-. Notwithstanding anything contained above, the Coupon shall not be reduced below the Coupon Rate at the time of issuance.
2. If the long-term credit rating of the Debentures is downgraded to below "BBB-" by Acuite Ratings and Research Limited and/or any other outstanding rating of the issuer, post the issuance of debentures and at any point of time during the currency of the NCDs, the Debenture Holders would reserve the right to recall the outstanding principal amount on the NCDs (i.e redemption at par) along with other monies/accrued interest due in respect thereof. Such outstanding amount will be payable within a period of 30 days from the date of such notice of exercise of the right by the Debenture holders

Additional Covenants:

1. Security Creation: If the Company fails to execute the Debenture Trust Deed within three months of the closure of the issue, the Company shall also pay interest of 2% p.a. to the Debenture Holders, over and above the agreed Coupon rate, till the execution of the Debenture Trust Deed or refund the subscription (ie. redemption at par) along with other monies/accrued interest due in respect thereof, at the option of the Debenture Holders.
2. Default in Payment: In case of default in payment of interest and/or principal redemption on the due dates, the Company shall pay additional interest at the rate of 2.00% p.a. over the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid.

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	<p>3. Delay in Listing: The Company shall make listing application to BSE within 15 days from the Deemed Date of Allotment of the Debentures and seek listing permission within 20 days from the Deemed Date of Allotment of Debentures. In case of delay in listing of the Debentures beyond 20 days from the Deemed Date of Allotment, the Company shall pay penal interest, of 1% p.a. over the Coupon rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of the Debentures to the Debenture Holders. The interest rates mentioned in above covenants shall be independent of each other. In case any of the "Covenants" are breached and continues breached for a period of 30 days from such breach coming to notice, the primary Debenture Holders would have the right to recall the outstanding principal amount on the NCDs (ie. redemption at par) along with other monies/accrued interest due in respect thereof.</p>
Financial Covenants:	The Capital Adequacy Ratio shall be always compliant with minimum levels stipulated by the regulator (RBI) or 15% (whichever is higher) at all points in time.
Reporting Covenants:	<p>The Issuer shall submit the below information to the Debenture Trustee:</p> <p>Quarterly Reports – within 90 (Ninety) calendar days from the end of each financial quarter:</p> <ul style="list-style-type: none">a) Unaudited Financial Statements;b) Financial covenant compliance certificate signed by a Director or the Chief Financial Officer;c) Latest ALM details;d) Change in Shareholding structure;e) Change in Board composition;f) Changes in accounting policy;g) Change in senior management officials (any CXO or equivalent);

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	<p>h) Portfolio cuts including PAR data; and i) ALM table.</p> <p>Annual Reports – within 90 (Ninety) calendar days from the end of each financial year:</p> <p>a) Audited financial statements.</p> <p>Event Based Reports – within 10 (Ten) Business Days of the event occurring:</p> <p>a) Any fraud amounting to more than 2.0% of gross loan portfolio; b) Change in the constitutional documents of the Company; c) Material Adverse Effect; d) Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect; e) Winding up proceedings; and f) Any Event of Default or potential default, and any steps taken / proposed to remedy the same.</p>
Affirmative Covenants:	<p>a) To utilise the proceeds of this Issue in accordance with applicable laws and regulations;</p> <p>b) To comply with corporate governance, fair practices code prescribed by the RBI;</p> <p>c) To shall comply with latest regulatory guidelines;</p> <p>d) Notification of any potential Event of Default or Event of Default;</p> <p>e) Obtain, comply with and maintain all licenses / authorizations;</p> <p>f) Provide details of any material litigation, arbitration, legal action or administrative proceedings, etc., including those that are required to be disclosed to the stock exchange under the listing agreement entered into with the stock exchange (materiality threshold to be finalized during documentation), except the litigation, arbitration, legal action or administrative proceedings filed by or against the Company in its ordinary course of business in relation to the Debentures;</p>

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	<p>g) 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;</p> <p>h) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them and</p> <p>i) Comply with any monitoring and/or servicing requests from Debenture Holders.</p>
Negative Covenants:	<p>The Company shall not, without the prior written permission of Debenture Trustee, acting on behalf of the Debenture Holders, do or undertake to do any of the following:</p> <p>a) Effect any change in capital structure</p> <p>b) Formulate any scheme of amalgamation or reconstitution</p> <p>c) Implement any major scheme of expansion. However normal capital expenditure would not be covered by this covenant</p> <p>d) Enter into additional borrowing arrangements (including securitisation of receivables or provide escrow facilities), either secured or unsecured, with any Bank, Financial Institutions, Company / Firm or otherwise above the borrowing limits approved by the Shareholders of the company</p> <p>e) Allow the promoters / directors to alienate, transfer, dispose or dilute their shareholding</p> <p>f) Declare dividends for any year out of profits relating to the year if any of the financial commitments under these Debentures have not been duly met</p> <p>g) Withdraw funds from the business out of the profits relating to the year if any of the financial commitments under these Debentures have not been duly met</p> <p>h) Repay monies brought in by promoters / directors, principal shareholders, friends and relative in the business by way of Loans / deposits / share application money etc. and pay interest on any unsecured loan brought in as a quasi-equity. All such loans / deposits / unsecured loans shall subordinate to the NCDs issued vide this term sheet.</p> <p>i) Enter into long term contractual obligation/s directly affecting the financial position of the Company / Firm</p> <p>j) Sell, assign, mortgage or otherwise dispose off any of the assets charged to the Debenture Trustee</p> <p>k) Change in promoter, ownership or control (excluding Employee Stock Option) would be communicated to Debenture Holders</p>

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	<p>and consent would be sought. Any new equity raising and related change in board composition would be communicated to Debenture Holders.</p> <p>l) Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect as defined earlier, without prior consent of the Debenture Trustee.</p> <p>m) Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business, to be with the prior consent of the Debenture Holder.</p>
DSRA/DRR	NA
Arranger to the issue	Not applicable
Depositories	NSDL and CDSL
Registrar	KFin Technologies Private Limited
Credit Enhancement	Nil
Description regarding Security including type of security (movable/immovable/tangible etc.), type of charge (pledge/hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/ Information Memorandum.	<p>The Debenture Payments shall be secured by a pari passu charge created by way of hypothecation over the Hypothecated receivables in favour of the Debenture Trustee (acting for the benefit of the Debenture Holders).</p> <p>Such hypothecation shall be created within 30 (Thirty) days from the Deemed Date of Allotment.</p> <p>The Company undertakes:</p> <ul style="list-style-type: none">• to maintain the value of security at all times equal to 1.25 times or 125% of the aggregate amount of principal outstanding of the NCDs ("Security Cover").• to create the security over the Hypothecated assets as contemplated above by executing duly stamped Deed of Hypothecation and to perfect and register the security (including filing CHG-9) within the time period applicable and no later than 90 days from the date of execution of the Deed of Hypothecation. <p>Security Creation: If the Company fails to execute the Debenture Trust Deed and charge documents within 3 months of the issue closure, the Company shall pay penal interest at the rate of 2.00% p.a. over the Coupon rate till these conditions are complied with or refund the subscription (ie. redemption at par) along with other monies/accrued interest due in respect thereof, at the option of the Debenture Holders.</p>

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	<p>The Company shall give an undertaking that the assets on which charge is created are free from any encumbrances and in cases where the assets are already charged to secure a debt, the permission or consent to create a second or pari passu charge on the assets of the issuer has been obtained from the earlier creditor.</p>
Transaction Documents	<p>The Issuer shall execute the documents including but not limited to the following, as required, in connection with the Issue as per latest SEBI guidelines / Companies Act, 2013 (as applicable) for issuance of NCDs:</p> <ol style="list-style-type: none">Letter appointing Trustees to the Debenture Holders;Debenture Trusteeship Agreement;Debenture Trust Deed;Deed of Hypothecation;Information Memorandum;Private Placement Offer Letter (Form PAS 4);Board Resolution authorizing this Issuance;Applicable Shareholder Resolutions under the Companies Act, 2013;Rating RationaleConsent Letter of Registrar & Transfer Agent.Listing approval from stock exchangeLetter of Undertaking from the Company 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 the Debentures,Letter of Undertaking from the Company 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, andany other documents as may be specified by the Debenture Trustee.
Issuer's Undertaking	<p>The Issuer undertakes that it has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none">Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Debentures in dematerialized form;Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Debentures in dematerialized form;Letter appointing KFin Technologies Private Limited as Registrar;

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	4. All other relevant documents propose by SEBI and under this Summary Term Sheet for the issuance of the NCDs.
Condition Precedent to disbursement	<ol style="list-style-type: none">1. Information Memorandum.2. Submission of certified true copies of the constitutional documents of the Company.3. Submission of certified true copies of the relevant resolutions in relation to issue of the Debentures.4. Execution of Debenture Trustee Agreement.5. Copy of the consent letter from KFin Technologies Private Limited for acting as registrar to the issue.6. Copy of the consent letter from Catalyst Trusteeship Limited for acting as the Debenture Trustee.7. Copy of the rating letter along with rating rationale.8. Copy of the in-principle approval from BSE for listing of Debentures.9. Copy of the consent from existing lenders for ceding <i>pari-passu</i> charge on the Hypothecated Properties.10. Company The Issuer represents and warrants to the Investor or its successors or assigns, prior to and upon the execution of the Transaction Documents/Agreement and at the time of issuance of the Debentures and at all time during the currency of the Transaction Documents, that:<ol style="list-style-type: none">a) The Issuer is duly incorporated, validly existing, and in good standing;b) The Issuer shall give an undertaking that the assets on which charge is created are free from any encumbrances and in cases where the assets are already charged to secure a debt, the permission or consent to create a second or <i>pari passu</i> charge on the assets of the Issuer has been obtained from the earlier creditor.c) The Issuer is authorized to enter into the Transaction Documents, and the Transaction Documents are a valid and binding obligation of the Issuer enforceable in accordance with its terms; and the execution and performance of the Transaction Documents by the Issuer is lawful and does not constitute a default, acceleration or termination of any other agreement to which the Issuer is a party or breach of any judgment, decree, order or award.d) All information provided by the Issuer to the Investor at any time is true, complete, and accurate,e) The Issuer is the sole owner of all assets shown on the Issuer's financial statements delivered to the Investor save

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	<p>and except as stated in the said financial statements.</p> <p>f) The Issuer is solvent and capable of paying its obligations as and when they become due.</p> <p>g) There is no material litigation including winding up proceedings or governmental proceeding pending against the Issuer and the Issuer is not aware of any such proceeding being threatened, which could impair the Issuer's net worth or ability to perform under the Transaction Documents.</p> <p>h) The Issuer maintains and shall maintain accurate business and financial records and prepares and shall prepare its financial statements in accordance with generally accepted accounting principles.</p> <p>i) In case the Issuer is a Company under the Companies Act, 1956 or Companies Act, 2013, as the case may be, all corporate authorizations required for entering into the Transaction Documents and performing the transactions pursuant hereto have been obtained and are in full force and effect, and the Transaction Documents and all transactions pursuant hereto are and will be in accordance with all applicable provisions of law.</p> <p>j) Obligation hereunder are not in conflict with any other obligations of the Issuer.</p> <p>k) The execution of Transaction Documents is binding on the Issuer and such executed documents are valid and admissible in evidence in the court of law.</p> <p>l) There is no Material Adverse change occurred or Event of Default has occurred or continuing with respect to the Issuer and no such event or circumstance would occur as a result of its executing the Transaction Documents or performance of any obligation there under.</p> <p>m) The Investor or its successors and assigns shall have a first pari passu charge on the hypothecated receivables of the Issuer.</p> <p>n) The Issuer shall take appropriate measures and/or authorization to create Security in favour of the Debenture Trustee or its successors and assigns and avail the financial indebtedness.</p>
Condition Subsequent to disbursement	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned in this Information Memorandum:</p> <ol style="list-style-type: none">1. Ensuring that the payment made for subscription to the Debentures is received from the bank account of the person/ entity subscribing to the Debentures and keep record of the

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	<p>bank accounts from where payments for subscriptions have been received. In case of subscription to the Debentures to be held by joint holders, application monies is received from the bank account of the person whose name appears first in the Application Form;</p> <ol style="list-style-type: none">2. Maintaining a complete record of private placement offers in Form PAS-5 and PAS-3;3. Filing a return of allotment of Debentures with complete list of all Debenture holders in Form PAS-3 under section 42 of the Companies Act, 2013, with the Registrar of Companies, within the prescribed time limit along with fee as provided in the Companies (Registration Offices and Fees) Rules, 2014;4. Credit of Debentures in dematerialized form into the dematerialized account of the Debenture Holders within 2 (Two) Working Days from the Deemed Date of Allotment.5. Making listing application to BSE within 15 (Fifteen) days from the Deemed Date of Allotment of Debentures and obtain listing permission within 20 calendar days from the Deemed Date of Allotment.6. Perfect and register the security (including filing CHG-9) within the time period applicable and no later than 30 days from the date of execution of the Deed of Hypothecation. <p>Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Information Memorandum.</p>
Representations and Warranties	<ol style="list-style-type: none">i. The Company 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. Binding obligation of Transaction Documents;iv. No conflict with other obligations / constitutional documents;v. No Material Adverse change in business condition or operations of the Issuer;vi. Company has the power and authority to issue Debentures and such Transactions Documents are valid and admissible in evidence;vii. 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 Debentures; andviii. Illegality.

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	And as set out in greater detail in the Debenture Trust Deed.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>Occurrence of any of the following events constitutes an event of default with respect to the Issuer:</p> <ul style="list-style-type: none">(i) The Issuer shall fail to promptly pay any amount now or hereafter owing to the Investors as and when the same shall become due and payable; or(ii) Breach of any material representations and/or warranties or covenants contained in this Information Memorandum or any other Transaction Document, which is detrimental to the interest of the Debenture Holders in the discretion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).the Issuer entering into any material arrangement or composition with his/her/its/their creditors or committing any act of insolvency, or any act the consequence of which may lead to the insolvency or winding up of the Issuer;(iii) execution or distress or other process being enforced or levied upon or against the whole or any part of the Issuer's property whether secured to the Investor or not;(iv) If a petition is filed for the winding up of the Issuer and the same is admitted, and such petition is not dismissed or stayed within a period of 90 (Ninety) Working Days of such petition being admitted;(v) a Receiver being appointed in respect of the whole or any part of the property of the Issuer;(vi) the Issuer being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors;(vii) the Issuer ceasing or threatening to cease to carry on business or giving or threatening to give notice of intention to do so;(viii) Inability to pay debts, proceedings of winding up, or the Issuer's being declared or considered to be a sick company, or a relief undertaking or a protected company or a sick industrial company or a protected industrial company or otherwise, under any law, statute, rule, ordinance etc. which would have the effect of suspending or waiving all or any right against the Issuer or in respect of any contract or agreement concerning the Issuer,(ix) The passing of any order of a court ordering, restraining or otherwise preventing the Issuer from conducting all or any material part of its business; or

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	<p>(x) The cessation of business by or the dissolution, winding-up, insolvency or liquidation of the Issuer.</p> <p>(xi) Events of default considered appropriate for the transaction of this nature including:</p> <ol style="list-style-type: none">1. Breach of any of the covenants, representations and warranties. Cure period for (a) any breach of key covenants to be given at the sole discretion of the Investor, and (b) breach of any other covenants, representation and warranties to be cured within 30 days.2. Failure to file a Form CHG 9 with the Registrar of Companies in form and substance required to perfect the Security within 30 days from the Date of Disbursement (or creation of security if creation is to happen later)3. Security provided being invalid security or loss of lien on collateral4. Unlawfulness or unenforceability of finance or security5. Repudiation of any Transaction Document6. Illegality for the Issuer to perform any of its obligations under the Transaction Document7. The withdrawal, failure of renewal, or failure to obtain any statutory or regulatory approval in any relevant jurisdiction for the Debentures or any Security.8. Representations or Warranties are found to be untrue or misleading when made or deemed to be made.9. Cross default/ default with any other financial indebtedness of the Issuer.10. The security cover falls below 1.25 times of the Outstanding principal Amount and interest thereon at any time during the currency of the Debentures and if the Issuer fails to reinstate to 1.25 times within 30 working days. <p>In the event of occurrence of any of the Events of Default as mentioned above, the entire outstanding principal amount on the NCDs (ie. redemption at par) along with other monies/accrued interest due in respect thereof shall become due for payment immediately and appropriated against DSRA/DRR if created/available.</p>
Consequences of an Event of Default	In case of enforcement of any Event of Default, then unless such Event of Default at the request of the Company, is expressly waived by the Debenture Trustee (acting on the Majority Debenture Holder(s)), the Debenture Trustee (acting on the instructions of the Majority Debenture Holder(s)) shall be entitled to exercise any of the powers mentioned below:

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	<ol style="list-style-type: none">1. Accelerate the redemption of the Debentures and declare that all or part of the Debentures, together with accrued Coupon and all other Debenture Payments be immediately due and payable, whereupon they shall become immediately due and payable;2. Initiate enforcement of the Securities.3. Exercise any other right that the Debenture Trustee and / or Debenture Holders may have under the Transaction Documents or under Applicable Laws;
Provisions related to Cross Default	<p>Following will be considered as an Event of Default:</p> <p>(a) If the Issuer defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created;</p> <p>(b) If the Issuer defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder/s of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or</p> <p>If any Financial Indebtedness of the Issuer shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.</p>
Indemnification	The Issuer will indemnify and hold harmless the Debenture Holders 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 Summary Term Sheet by the Issuer or its promoter/s.
Role and Responsibilities of Debenture Trustee	The Debenture Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Debenture Trustee by the holder(s) of the Debentures and shall further conduct itself, and comply with the provisions of all applicable laws. The Debenture Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as amended from time to time, the Debenture Trustee Agreement, Disclosure

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	Document and all other related transaction documents, with due care, diligence and loyalty.
Approvals	The Issuer agrees to comply with all applicable rules and regulations in respect of the Issuance. The Issuer will be responsible for taking all necessary authorization and / or approvals internal, external regulatory, statutory or otherwise.
Expenses	Any expenses that may be incurred towards execution of the transaction including Debenture issuance, custodial services, payment of stamp duty, fees for legal, accounting, due diligence and others shall be borne by the Issuer.
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: <ol style="list-style-type: none">1. Trustee fees2. Listing fees3. Rating4. Any other reasonable transaction related expense5. Stamping and registration costs in relation to all Transaction Documents.
Taxes, Duties, Costs and Expenses	Relevant taxes, duties and levies are to be borne by the Issuer.
Taxation	<p>Tax as applicable under the Income Tax Act, 1961 (as amended, modified, restated and / re-enacted from time to time) will be deducted at source for which a certificate will be issued by the Company and evidence that such amount of tax deduction has been duly remitted to the appropriate authorities shall be provided to the Debenture Holders.</p> <p>As per the provisions of the Income Tax Act, 1961, presently, no tax is deductible at source from the amount of interest payable on any listed dematerialised security, held by a person resident in India. Since the NCDs shall be issued in dematerialised mode and shall be listed on the WDM segment of BSE, no tax will be deductible at source on the payment of Coupon on the Debentures held by any person resident in India.</p> <p>In the event of rematerialisation of the NCDs, or NCDs held by person resident outside India or a change in applicable Law governing the taxation of the NCDs, resulting in the Issuer being required to make a tax deduction, the Issuer shall submit to the Debenture Holders a certificate of tax deduction and evidence that such amount of tax deduction has been duly remitted to the appropriate authorities.</p> <p>Interest on Application Money shall be subject to tax deduction at the rates prevailing from time to time under the provisions of the Income</p>

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	<p>Tax Act, 1961 (as amended, modified, restated and / re-enacted from time to time) for which a certificate will be issued by the Company along with evidence that such amount of tax deduction has been duly remitted to the appropriate authorities.</p> <p>Tax exemption certificate / document / form, if any, must be submitted to the Issuer, at least 15 (Fifteen) Working Days before the relevant Debenture Payment becoming due.</p>
Governing Law and Jurisdiction	The Debentures and are governed by and shall be construed in accordance with the existing laws of India. The Debenture Holders, by purchasing the Debentures, agree that the Courts in Delhi shall have exclusive jurisdiction with respect to matters relating to the Debentures.
Green Shoe Option	Not Applicable
Creation of Recovery Expense Fund	The Company shall create a recovery expense fund in the manner and within the timelines as specified by SEBI, from time to time; and inform the Debenture Trustee about the same.
Conditions for breach of covenants (as specified in the Debenture Trust Deed)	Please refer to Event of Default section of the Summary Term Sheet
Risk factors pertaining to the issue	Please refer to Section 3 (Risk Factors) of this Information Memorandum.

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