

CALVERT FOUNDATION

Jain Sons Finlease Limited (IntelleGrow)

Term Sheet

Terms applicable to Non-Convertible Debentures ("NCD")

March 7, 2016

This Term Sheet is a summary of the principal terms and conditions in relation to non-convertible debentures. It is understood between the parties that the Issuer of the NCD will receive legal advice from a law firm in relation to the NCD transaction documents. Certain terms and conditions of the NCD that are relevant for the listing of the NCD may not be included in this Term-Sheet.

This document does not constitute a legally binding agreement or offer under any applicable law.

1	Type of facility	Non-Convertible Debentures (NCDs)
2	Issuer of NCD	Jain Sons Finlease Limited (IntelleGrow) (Issuer)
3	Purchaser of NCD	Calvert Foundation, through its Indian Custodian Kotak Bank (lender)
4	Purpose	On lending to SME Clients and holding in the form of short term investments until lent onwards to SME Clients
5	Disbursements	The Facility shall be disbursed in up to two tranches by way of subscription to the NCDs.
6	Maximum Principal Amount	Tranche 1 - Up to USD \$2mm (in INR equivalent) Tranche 2 - Up to USD \$6mm (in INR equivalent)
7	Tenor	A term of five (5) years
8	Maturity Date	Five years from the date of allotment
9	Interest Rate/Fees	An interest rate of 12.86% (net of withholding taxes)
10	Interest Payment Dates	Semi-annually based on the deemed date of allotment In relation to each Interest Payment Date and in relation to each date when any other payment is due by the Issuer under the NCDs (each, a "Relevant Payment Date"), the issuer undertakes to courier to the Purchaser (or its designated agent, as confirmed in writing by the Purchaser), within 1 Business Day after a Relevant Payment Date, the duly completed and signed Form 15 CA/CB. A scan of such duly completed and signed Form 15 CA/CB shall be sent to the Purchaser on the Relevant Payment date by e-mail.

For JAIN SONS FINLEASE LTD.


Director/Authorised Signatory

CALVERT FOUNDATION

11	Redemption Date	Shall mean Maturity Date
12	Early Redemption	No early redemption is possible
13	Repayment	Principal amount shall be paid in 2 (two) equal installments, the first being six months before the final maturity.
14	Default Interest	2% p.a. above the prevailing Interest Rate to be calculated on principal, interest and any other payment due and unpaid under the NCDs contract.
15	Security	<p>At the time of allotment, the NCDs shall be unsecured</p> <p>Within 15 days from the date of allotment of NCDs to the investor, the obligations of the Issuer under the NCDs will be secured by a hypothecation of loans and other assets fulfilling the below mentioned eligibility criteria, whereas the cumulative amount of all assets subject to the hypothecation shall be, at any time, not less than 100% of the outstanding amounts of the NCDs.</p> <p>Eligibility criteria in relation to assets that form part of the hypothecation, at time of inclusion:</p> <ul style="list-style-type: none"> - Must be a loan receivable, fixed deposit, or units of debt mutual funds - In case of a loan, no arrears must have occurred in relation to such loan - Maximum notional amount of any loan of not more than 5% of total on-balance outstanding portfolio <p>Issuer of NCDs shall create, register and perfect the hypothecation by making the required filings no later than 30 calendar days after allotment date</p> <p>Issuer of NCDs shall report, on a quarterly basis, of the specific assets which are subject to the hypothecation.</p>
16	Listing	NCDs to be listed at Bombay Stock Exchange or Other and comply with all requirements of the listing authorities.
17	Ranking	Obligations by the Issuer under the NCDs shall rank pari passu with all other senior obligations of the Issuer from the date of allotment and pari passu with all other senior secured obligations of the Issuer within 15 days from the date of allotment.
18	Conditions Precedent to NCDs purchase	<ul style="list-style-type: none"> - No event or potential event of default; - Compliance with all representation and warranties; - Satisfactory Due Diligence; - Execution of all relevant transaction documents; - A rating shall have assigned to the NCDs of not less than

CALVERT FOUNDATION

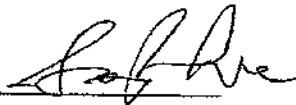
		BB+ by ICRA, CRISIL or CARE Ratings; - Satisfactory independent legal opinion regarding enforceability and capacity of Issuer of NCDs.
19	Events of Default	Upon an event of default, the NCDs can (at the discretion of the holder of the NCDs) be declared immediately repayable The Events of Default shall include the following: <ul style="list-style-type: none"> - Failure to Pay; - Breach of Covenant; - Misrepresentation; - Breach of Agreement; - Cross-Default; - Material Adverse Change; - Liquidation / Bankruptcy; - Creditor's Process / Court judgment; - Unlawfulness.
20	Financial Covenants	The NCDs contract will contain the following covenants: <ol style="list-style-type: none"> Maintain Risk Weighted Capital Adequacy Ratio of no less than 17%; Maintain Portfolio at Risk 30 Ratio not to exceed 15%; Maintain Portfolio at Risk 60 Ratio not to exceed 5%; Open FX exposure not to exceed +/- 25% of equity Maintain Liquidity Ratio of no less than 5%; and Maintain ROA Ratio of no less than 0% Portfolio at Risk amounts to include accounts restructured or written off during a particular reporting year
21	Negative Covenants	The Issuer will not, without prior written consent of the Purchaser: <ul style="list-style-type: none"> - Change its business such that it no longer remains an NBFC; - Undertake any merger, consolidation or reorganization; - Enter into a single transaction or a series of transactions (whether related or not) to sell, lease, transfer or otherwise dispose of all or substantially all of its assets, other than asset securitizations.
22	Taxation	All payments by the Issuer to the Purchaser will be made net of all taxes.
23	Representations and Warranties	The NCDs contract will contain customary representations and warranties, appropriate for facilities of this nature, including but not limited to valid incorporation, approved listing within stipulated timeline, capacity of authority, pari passu ranking, and no default, which shall be deemed to be made on signing of the NCDs contract and repeated implicitly on the first utilization date, subsequent utilization dates and Interest Payment Dates.
24	Reporting covenants	The Issuer shall provide the lender with quarterly unaudited

CALVERT FOUNDATION

		and annual audited financial statements, as well as quarterly monitoring report (including solvency, write-offs, and non-performing portfolio) on the loan portfolio. Annually the Issuer shall provide social impact data reporting as may be requested by the Purchaser.
25	Other covenants	As are customary for transactions of this nature and as specifically prescribed by Calvert Foundation such as OFAC, no material adverse change etc.
26	Governing Law	Indian Law
27	Jurisdiction	The courts and tribunals of Mumbai, India

If you agree upon these terms as mentioned above, please return a duly signed copy to us.

For Calvert Foundation


By: 

Name: Songhae Lee
Title: Senior Investment Officer

Accepted and agreed by:

For Jain Sons Finlease Limited (IntelleGrow)

FOR JAIN SONS FINLEASE LTD.

By: 
~~Directors~~/Authorised Signatory

Name: PRATIK MANDVIYA
Title: Senior Manager - Risk