

ANNEXURE I: TERM SHEET

DESCRIPTION	PARTICULARS
Security Name	9.95% Vastu Housing Finance Corporation Limited 2025
Issuer/Company	Vastu Housing Finance Corporation Limited
Type of Instrument	Secured, Rated, Senior, Redeemable, Taxable, Transferable, Listed Non-Convertible Debentures
Nature of Instrument	Senior Secured
Seniority	Senior Secured
Mode of Issue	Private placement
Eligible Investors	As set out in Section 7 above
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>To be listed on the wholesale debt market segment of the BSE Limited</p> <p>(a) Within 15 calendar days of the relevant Deemed Date of Allotment, the Company shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within 20 (Twenty) calendar days from the Deemed Date of Allotment ("Listing Period"). PROVIDED THAT, if any of the Debenture Holders are foreign portfolio investors then the Listing Period shall be deemed to be 15 (Fifteen) calendar days from the Deemed Date of Allotment and if the Debentures are not listed within the Listing Period for any reason whatsoever, then the Company will immediately redeem and/or buyback the Debentures from the Debenture Holders that are foreign portfolio investors.</p> <p>(b) If the Company fails to redeem or buyback the Debentures in accordance with (a) above, then any Debenture Holder that is a foreign portfolio investor, may, at its option, sell the Debentures to a third party. The Company shall (i) indemnify such Debenture Holders for any loss, damage, costs, charges, expenses and liability that the Debenture Holder(s) may incur in relation to such sale to a third party, and (ii) co-operate in such sale by taking all necessary corporate actions, and other actions required by Applicable Law.</p> <p>(c) The Company shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE.</p> <p>(d) The Company shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not downgraded or withdrawn throughout the tenor of the Debentures.</p> <p>(e) In the event there is any delay in listing of the Debentures beyond 20 (twenty) calendar days from the relevant Deemed Date of Allotment, the Company will pay to the Debenture Holders, penal interest of 1% per annum</p>

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	over the Interest Rate, from the expiry of 30 (thirty) calendar days from the Deemed Date of Allotment till the listing of the Debentures is completed.
Rating of the Instrument	BWR A by Brickwork Ratings India Pvt Ltd
Issue Size	INR 60,00,00,000/- (Rupees Sixty Crore Only) out of an aggregate of INR 200,00,00,000/- (Rupees Two Hundred Crore Only)
Option to retain oversubscription (Amount)	N. A
Objects of the Issue	General corporate purposes of the Company including repayments and/or refinancing of existing debt
Details of the utilization of the Proceeds	General corporate purposes of the Company including repayments and/or refinancing of existing debt
Coupon Rate	9.95% per annum payable monthly, gross of withholding taxes
Step Up/Step Down Coupon Rate	<p>(a) Step Up</p> <p>(i) If the Company fails to issue any of the Series B Debentures, Series C Debentures, and/or the Series D Debentures in accordance with the respective Offer Schedule to the Initial Debenture Holders, the Interest Rate shall be increased by 5% per annum ("Step Up Rate") and such increased Interest Rate (i.e. 14.95% per annum) shall be applicable on the Outstanding Principal Amounts from the date on which any of the Series B Debentures, Series C Debentures, and/or the Series D Debentures were proposed to be issued as set out in the respective Offer Schedule to the Initial Debenture Holders. Step Up shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>(ii) The Company agrees that the Step Up shall occur automatically in case of default by the Company to issue any of the Series B Debentures, Series C Debentures, and/or the Series D Debentures in accordance with the Offer Schedule and the Debenture Trustee shall not be required to give any notice thereof to the Company.</p> <p>(iii) It is agreed, understood and acknowledged that the benefit of the aforementioned clause is limited to the Initial Debenture Holders only.</p> <p>(b) Step Down</p> <p>(i) If the Company issues any of the Series B Debentures, Series C Debentures, and/or the Series D Debentures in accordance with the respective Offer Schedule, and the Initial Debenture Holders fails to subscribe to the relevant series of Debentures in accordance with the respective Offer Schedule, the Interest Rate shall be decreased by 5% per annum ("Step Down Rate") and such decreased Interest Rate (i.e. 4.95% per annum) shall be applicable on the Outstanding Principal Amounts from the date on which any of the Series B Debentures, Series C Debentures, and/or the Series D Debentures were proposed to be subscribed by the Initial Debenture Holders as set out in the</p>

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	<p>respective Offer Schedule. Step Down shall not require any notice, intimation or action on behalf of the Company.</p> <p>(ii) The Company agrees that the Step Down shall occur automatically in case of default by the Initial Debenture Holders to subscribe to any of the Series B Debentures, Series C Debentures, and/or the Series D Debentures in accordance with the Offer Schedule and the Company shall not be required to give any notice thereof to the Debenture Trustee or the Initial Debenture Holders.</p>
Coupon Payment Frequency	As per Annexure VI
Coupon payment dates	As per Annexure VI
Coupon Type	Fixed
Coupon Reset Process	<p>(i) Put Option Interest Rate</p> <p>In the event the Put Option with respect to any of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures is exercised at the end of 36 (thirty six) months from Series A Deemed Date of Allotment, in accordance with Clause 2.10(a) of Debenture Trust Deed:</p> <p>(A) Interest payable on the relevant Debentures shall be determined on the basis of the Put Option Interest Rate for the entire tenure of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures (as the case may be); and</p> <p>(B) the difference of the amounts of Interest payable on the relevant Debentures being the difference between the Interest determined on the basis of the Interest Rate and the Interest determined on the basis of the Put Option Interest Rate for the entire tenure of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures (as the case may be), shall be paid by the Debenture Holders to the Company by way of a one-time payment on the relevant Final Redemption Date as more particularly set out in Schedule IV.</p> <p>For the avoidance of doubt, it is hereby clarified that this sub-Clause (i) will not apply if the Put Option with respect to any of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures is exercised at the end of 60 (sixty) months from Series A Deemed Date of Allotment</p> <p>(ii) Call Option Interest Rate</p> <p>In the event the Call Option with respect to any of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures is exercised at the end of 36 (thirty six) months from Series A Deemed Date of Allotment, in accordance with Clause 2.10(b) of the Debenture Trust Deed:</p> <p>(A) Interest payable on the relevant Debentures shall be determined on the basis of the Call Option Interest Rate for the entire tenure of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures (as the case may be); and</p> <p>(B) the difference of the amounts of Interest payable on the relevant Debentures being the difference between the Interest determined on the basis of the Call Option Interest</p>

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	<p>Rate and the Interest determined on the basis of the Interest Rate for the entire tenure of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures (as the case may be), shall be paid by the Company to the Debenture Holders by way of a one-time payment on the relevant Final Redemption Date as more particularly set out in Schedule IV.</p> <p>For the avoidance of doubt, it is hereby clarified that this sub-Clause (ii) will not apply if the Call Option with respect to any of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures is exercised at the end of 60 (sixty) months from Series A Deemed Date of Allotment.</p>
Day Count Basis	Actual
Default Interest Rate	<p>(a) The Company agrees to pay a default interest rate of 2% (Two per cent) per annum above the applicable Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of a Payment Default or any other Event of Default until such Payment Default or Event of Default is cured.</p> <p>(b) The Company agrees to pay an additional interest rate of 2% (Two per cent) per annum above the applicable Interest Rate on the Outstanding Principal Amounts from the date of the occurrence of any breach of its obligations set out under the Transaction Documents until such breach is cured.</p> <p>(c) If the Company fails to create and perfect security on the Hypothecated Receivables within 30 (Thirty) days from the Series A Deemed Date of Allotment, the Company will either refund the subscription amounts with interest at the Interest Rate, or the Company will pay default interest at the rate of 2% (Two Percent) per annum above the Interest Rate on the Outstanding Principal Amounts until the security is created in accordance with the DTD and the security is perfected in accordance with Applicable Law.</p>
Tenor	84 months from the Deemed Date of Allotment for the Series A Debentures (as set out in Annexure VI)
Redemption Date	As set out in Annexure V
Redemption Amount	To be redeemed at face value. As set out in Annexure V and Annexure VI
Redemption Premium /Discount	N. A
Issue Price	INR 10,00,000/- (Rupees Ten Lakh Only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount.	N. A
Put Date	As set out in Annexure V
Put Price	N. A
Call Date	As set out in Annexure V
Call Price	N. A

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Put Notification Time	<p>(i) The Debenture Trustee (acting on the instruction of the Special Majority Debenture Holders) shall (a) on the Exercise Date or (b) in the event of a Rating Downgrade, have the right to seek redemption of any of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures by exercising the "Put Option" on behalf of the Debenture Holders.</p> <p>(ii) To exercise the Put Option on the Exercise Date, the Debenture Trustee (acting on the instructions of the Special Majority Debenture Holders) or the Special Majority Debenture Holders shall send a notice to the Company (with a copy to the Debenture Trustee) in writing at least 30 (Thirty) calendar days prior to the Exercise Date informing the Company of the exercise of the Put Option, as set out in Annexure V. If the Put Option is exercised, the relevant series of Debentures will be redeemed on the Exercise Date.</p> <p>(iii) To exercise the Put Option in the event of a Rating Downgrade, the Debenture Trustee (acting on the instructions of the Special Majority Debenture Holders) or the Special Majority Debenture Holders shall send a notice to the Company (with a copy to the Debenture Trustee) in writing at least 30 (Thirty) calendar days prior to the date on which the Debentures are to be redeemed ("Early Redemption Date"), and informing the Company of the exercise of the Put Option. If the Put Option is exercised under this sub-Clause (iii), the relevant series of Debentures will be redeemed on the Early Redemption Date.</p>
Call Notification Time	<p>(i) The Company shall, (a) on the Exercise Date or (b) in the event of a Rating Downgrade, have the right to redeem any of the Series A Debentures, the Series B Debentures, Series C Debentures, and/or the Series D Debentures, by exercising the "Call Option".</p> <p>(ii) To exercise the Call Option on the Exercise Date, the Company shall send a notice to the Debenture Trustee and all Debenture Holders in writing at least 30 (Thirty) calendar days prior to the Exercise Date informing them of the exercise of the Call Option, as set out in Annexure V. If the Call Option is exercised under this sub-paragraph (ii), the relevant series of Debentures will be redeemed on the Exercise Date.</p> <p>(iii) To exercise the Call Option in the event of a Rating Downgrade, the Company shall send a notice to the Debenture Trustee and all Debenture Holders in writing at least 30 (Thirty) calendar days prior to the date on which it wants to redeem the Debentures ("Early Redemption Date"), informing them of the exercise of the Call Option. If the Call Option is exercised under this sub-paragraph (iii), the relevant series of Debentures will be redeemed on the Early Redemption Date.</p>
Face Value	INR 10,00,000/- (Rupees Ten Lakh Only) per Debenture
Minimum Application and in multiples of __ Debt securities thereafter	The minimum application size for the Issue shall be 10 (Ten) Debentures and in multiples of 1 (One) Debenture thereafter.

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Issue Timing	
1. Issue Opening Date	Issue Open Date May 28, 2018
2. Issue Closing Date	Issue Close Date May 28, 2018
3. Pay-in Date	Pay-in Date May 28, 2018
4. Deemed Date of Allotment	Deemed Date of Allotment May 28, 2018
Issuance mode of the Instrument	Dematerialized, Private Placement
Trading mode of the Instrument	Dematerialized
Settlement mode of the Instrument	RTGS / NEFT
Depository	NSDL
Business Day Convention	If any Due Date falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the immediately succeeding Business Day, except where such Due Date is for the payment of a Redemption Payment, in which case such payment shall be made on the immediately preceding Business Day.
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 3 (Three) Business Days prior to any Due Date.
Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security).	<p>(a) The Debentures shall be secured (i) by way of a first ranking exclusive and continuing charge to be created pursuant to an unattested deed of hypothecation, dated on or about the Series A Deemed Date of Allotment, executed or to be executed and delivered by the Company in a form acceptable to the Debenture Trustee over the book debts / loan receivables of the Company as described therein and (ii) a first ranking <i>pari passu</i> mortgage created over the Immovable Property by and under the DTD and such other security interest as may be agreed between the Company and the Debenture Holders ((i) and (ii) above are hereinafter collectively referred to as the "Security").</p> <p>(b) The charge over the Hypothecated Receivables at all times be (i) at least 1.10 (One Decimal One Zero) times the value of the Outstanding Amounts; and (ii) the principal receivables of the Client Loans comprising the Hypothecated Receivables shall be at least 1.10 (One Decimal One Zero) times the value of the Outstanding Amounts (collectively, the "Security Cover") and shall be maintained at all times until all the Obligations are satisfied by the Company. The value of the Hypothecated Receivables for this purpose (for both initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Company.</p> <p>(c) The Company is hereunder creating the mortgage over the Immovable Property in terms of the DTD and shall register the DTD with the jurisdictional sub-registrar of assurances and shall file Form CHG-9 with the ROC and Form I with CERSAI in respect of the mortgage over the</p>

	<p>Immovable Property within 30 (Thirty) days of the Deemed Date of Allotment.</p> <p>(d) The Company shall create the charge over the Hypothecated Receivables and perfect such security by filing Form CHG-9 with the ROC and Form I with CERSAI in respect thereof within 30 (Thirty) calendar days from the Deemed Date of Allotment.</p> <p>The Company hereby agrees, declares and covenants with the Debenture Trustee as follows:</p> <p>(i) the Debentures shall be secured by (A) a first ranking exclusive continuing security by way of a first ranking exclusive charge on the Hypothecated Receivables in favour of the Debenture Trustee for the benefit of the Debenture Holders, and (B) a first ranking <i>pari passu</i> charge over the Immovable Property created by way of a mortgage (without possession) under the DTD in favour of the debenture Trustee in favour of the Debenture Holders;</p> <p>(ii) all the Hypothecated Receivables that will be charged to the Debenture Trustee shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this Security and be dealt with only under the directions of the Debenture Trustee. The Company shall not create any charge, lien or other encumbrance upon or over the Hypothecated Receivables or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice this Security. The Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this Security and to maintain the same undiminished and claim reimbursement thereof;</p> <p>(iii) to create the security over the Hypothecated Receivables as contemplated in the Transaction Documents by executing the required duly stamped documents/instruments and to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and Form I with CERSAI in relation thereto as soon as practicable and no later than 30 (Thirty) calendar days after the date of execution thereof;</p> <p>(iv) to create the security over the Immovable Property as contemplated in the DTD by duly stamping, executing and registering the DTD and to perfect the security interest created under the DTD by filing Form CHG-9 with the concerned ROC and Form I with CERSAI in relation thereto as soon as practicable and no later than 30 (Thirty) calendar days after the date of execution of the DTD;</p> <p>(v) until the Final Settlement Date, the Company shall, within 10 (ten) calendar days of the end of each month, provide a list of specific loan receivables / identified book debt to the Debenture Trustee over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover ("Monthly Hypothecated Assets Report");</p> <p>(vi) to keep the Application Money in a designated bank account in the event the Transaction Documents are not executed on or before the relevant Deemed</p>
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	<p>Date of Allotment or in the event the value of the Security Cover is not maintained/provided;</p> <p>(vii) the Company shall, on each Top-up Date (as defined in the Deed of Hypothecation), add fresh receivables to the Hypothecated Receivables so as to ensure that the Security Cover is maintained or to replace such Hypothecated Receivables that do not satisfy the eligibility criteria prescribed in the Transaction Documents;</p> <p>(viii) the Company shall, on a half yearly basis, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Hypothecated Receivables from time to time and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Hypothecated Receivables;</p> <p>(ix) the security interest created on the Hypothecated Receivables shall be a continuing security; and</p> <p>(x) the Hypothecated Receivables shall satisfy the eligibility criteria set out in the Transaction Documents.</p>
Transaction Documents	As set out in Section 5 above
Conditions Precedent to Disbursement	<p>The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee/the Applicants, prior to the Series A Deemed Date of Allotment, and to the extent required/applicable, prior to each of the Series B Deemed Date of Allotment, the Series C Deemed Date of Allotment, and the Series D Deemed Date of Allotment:</p> <p>(a) submit to the Debenture Trustee and the Applicants, a copy of resolution of the Company's board of directors and any resolution of any committee of directors authorizing 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;</p> <p>(b) submit to the Debenture Trustee and the Applicants, copies of the resolution of the shareholders of the Company under 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;</p> <p>(c) submit to the Debenture Trustee and the Applicants, 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;</p> <p>(d) submit to the Debenture Trustee and the Applicants, a copy of the Company's Constitutional Documents certified as correct, complete and in full force and effect by the appropriate officer;</p> <p>(e) submit to the Debenture Trustee and the Applicants, an incumbency certificate of the Company indicating the officers or other Persons of the Company authorized to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company,</p>

	<p>which certificate includes names, titles and specimen signatures of such officers;</p> <p>(f) provide evidence satisfactory to the Debenture Trustee and the Applicants (including, without limitation, copies of all consents) that the Company has received all approvals, authorizations and licenses (governmental or otherwise) to operate its lending program and to execute, deliver and perform its obligations under the Transaction Documents;</p> <p>(g) provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may reasonably request;</p> <p>(h) execution, delivery and stamping of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee and the Applicants;</p> <p>(i) receipt and submission of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures;</p> <p>(j) receipt of consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures;</p> <p>(k) receipt of consent from the Registrar to act as the registrar and transfer agent for the issue of Debentures;</p> <p>(l) submission of a legal opinion confirming the validity and enforceability of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee and the Applicants;</p> <p>(m) submission of all 'know your customer' requirements to the satisfaction of the Debenture Trustee and the Applicants;</p> <p>(n) submit to the Debenture Trustee and the Applicants, the audited financial statements of the Company for the Financial Year ended March 31, 2017;</p> <p>(o) submission of a certificate from the director or company secretary of the Company addressed to the Debenture Trustee and the Applicants certifying that:</p> <p>(i) the Company and its directors have the necessary power under the Articles and Memorandum of Association of the Company to borrow monies by way of the issuance of the Debentures;</p> <p>(ii) the issuance of the Debentures will not cause any limit binding on the Company to be exceeded (whether regulatory or internal);</p> <p>(iii) no Material Adverse Effect has occurred in the Company and/or in the business of the Company;</p> <p>(iv) the Company has obtained all necessary consents and approvals from its creditors for the issuance of the Debentures;</p> <p>(p) submission of a copy of the certificate of the auditor of the Company confirming that the issuance of the Debentures complies with the eligibility and other criteria prescribed in the NHB NCD Directions;</p>
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	<ul style="list-style-type: none"> (q) submission of a certificate from the authorised signatories of the Company addressed to the Debenture Trustee confirming: <ul style="list-style-type: none"> (i) the incumbency and validity of signatures of the authorised signatories; (ii) the representations and warranties contained in the DTD are true and correct in all material respects as on the Deemed Date of Allotment; (iii) no Event of Default has occurred or is subsisting as at the Deemed Date of Allotment; (iv) the non-occurrence of any Material Adverse Effect or force majeure event which shall restrict or prohibit the Company from fulfilling its obligations under the Transaction Documents; and (v) the Company is in compliance with the provisions of the Transaction Documents.
Condition Subsequent to Disbursement	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, following the Series A Deemed Date of Allotment, and to the extent applicable, following each of the Series B Deemed Date of Allotment, Series C Deemed Date of Allotment, and the Series D Deemed Date of Allotment:</p> <ul style="list-style-type: none"> (a) the Company shall ensure that the Debentures are credited into the demat accounts of the respective Debenture Holders (of each series of Debentures) within 2 (two) Business Days from the relevant Deemed Date of Allotment; (b) the Company shall, inter alia, file a copy of Form PAS-4 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of each of the series of Debentures with the ROC and SEBI with the prescribed fee within 30 (thirty) days from the date of the relevant Private Placement Offer Letters and 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 30 (thirty) days of the allotment of Debentures along with a list of the Debenture Holders and with the prescribed fee; (c) the Company shall file a copy of Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures along with a copy of the relevant Private Placement Offer Letters with ROC and SEBI within 30 (thirty) days from the date of the relevant Private Placement Offer Letters; (d) the Company shall file Form CHG 9 with the ROC and Form I with CERSAI within 30 (Thirty) days of Deemed Date of Allotment; and (e) the Company shall obtain listing of each series of the Debentures within 20 (twenty) days of Deemed Date of Allotment.
Events of Default	As set out in Section 5 above
Provisions related to Cross Default Clause	The Company:

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	<ul style="list-style-type: none"> (i) defaults in any payment of any Indebtedness beyond the period of grace (not to exceed 30 (Thirty) days), if any, provided in the instrument or agreement under which such Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any 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 or holders of such Indebtedness to cause (determined without regard to whether any notice is required) any such Indebtedness to become due prior to its stated maturity; or (iii) any Indebtedness of the Company 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.
Role and Responsibilities of Debenture Trustee	<p>As more particularly set out in the Transaction Documents.</p> <p>In addition to the powers conferred on the Debenture Trustee in the DTD and Applicable Law, and without limiting the liability of the Debenture Trustee, it is agreed as follows:</p> <ul style="list-style-type: none"> (a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. Any such advice, opinion or information and any communication passing between the Debenture Trustee and their representative or attorney or a receiver appointed by them may be obtained or sent by letter, telegram, cablegram, telex or telephonic message and the Debenture Trustee, their representative or attorney or the receiver shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, telegram, cablegram, telex or telephonic message although the same shall contain some error or shall not be authentic. PROVIDED THAT, the Debenture Trustee shall at all times act with due care and diligence before relying upon any advice, opinion, information and communication received by it from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert its attorney, representative or receiver; (b) the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee; (c) subject to the approval of the Debenture Holders by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence

	<p>of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing the same and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(d) with a view to facilitating any dealing under any provisions of these presents, subject to the Debenture Trustee obtaining the consent of the Special Majority Debenture Holders, the Debenture Trustee shall have (i) the power to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions) and (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of the DTD;</p> <p>(e) the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures;</p> <p>(f) the Debenture Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Debenture Holders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture Holders;</p> <p>(g) the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof;</p> <p>(h) subject to the approval of the Debenture Holder(s) by way of Special Resolution passed at a meeting of Debenture Holder(s) held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee shall not be liable for any of its actions or deed in relation to the Transaction Documents;</p> <p>(i) subject to the approval of the Debenture Holder(s) by way of Special Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee and in the absence of fraud, gross negligence, willful misconduct or breach of trust, the Debenture Trustee, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained herein or in enforcing the covenants contained herein or in giving notice to any person of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of</p>
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	<p>such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing the same and the Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;</p> <p>(j) notwithstanding any contained to the contrary in the DTD, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture Holders;</p> <p>(k) the Debenture Trustee shall submit to the NHB such information as required by it from time to time; and</p> <p>(l) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to the DTD within 2 (Two) Business Days of receiving the same from the Company.</p> <p>PROVIDED THAT nothing contained in this paragraph shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.</p>
Governing Law and Jurisdiction	Courts and tribunals of Mumbai, India.

ANNEXURE V
REDEMPTION SCHEDULE AND EXERCISE DATES

REDEMPTION SCHEDULE

Date	Principal Amount (INR)
February 27, 2025	2,00,00,00,000

PUT OPTION EXERCISE DATES

Put Option	Put Option Dates
At the end of 36 months from Deemed Date of Allotment	February 27, 2021
At the end of 60 months from Deemed Date of Allotment	February 27, 2023

CALL OPTION EXERCISE DATES

Call Option	Call Option Dates
At the end of 36 months from Deemed Date of Allotment	February 27, 2021
At the end of 60 months from Deemed Date of Allotment	February 27, 2023

PUT NOTIFICATION DATES

Put Option	Put Option Notification Dates
At the end of 36 months from Deemed Date of Allotment	January 28, 2021
At the end of 60 months from Deemed Date of Allotment	January 28, 2023

CALL NOTIFICATION DATES

Call Option	Call Option Notification Dates
At the end of 36 months from Deemed Date of Allotment	January 28, 2021
At the end of 60 months from Deemed Date of Allotment	January 28, 2023

**ANNEXURE VI
CASH FLOWS FOR THE DEBENTURES**

PART A: In case the Debentures have been subscribed for each Series of Debentures as per the schedule:

Scenario 1: If Put Option and Call Option is not exercised.

Coupon Payment Dates	Interval between Coupon Payment Dates (No. of Days)	Principal Amount (in Rupees)	Coupon Amount (in Rupees)	Total
27-Mar-18	28	-	38,16,438	38,16,438
27-Apr-18	31	-	83,14,384	83,14,384
27-May-18	30	-	1,14,49,315	1,14,49,315
27-Jun-18	31	-	1,67,37,808	1,67,37,808
27-Jul-18	30	-	1,63,56,164	1,63,56,164
27-Aug-18	31	-	1,69,01,370	1,69,01,370
27-Sep-18	31	-	1,69,01,370	1,69,01,370
27-Oct-18	30	-	1,63,56,164	1,63,56,164
27-Nov-18	31	-	1,69,01,370	1,69,01,370
27-Dec-18	30	-	1,63,56,164	1,63,56,164
27-Jan-19	31	-	1,69,01,370	1,69,01,370
27-Feb-19	31	-	1,69,01,370	1,69,01,370
27-Mar-19	28	-	1,52,65,753	1,52,65,753
27-Apr-19	31	-	1,69,01,370	1,69,01,370
27-May-19	30	-	1,63,56,164	1,63,56,164
27-Jun-19	31	-	1,69,01,370	1,69,01,370
27-Jul-19	30	-	1,63,56,164	1,63,56,164
27-Aug-19	31	-	1,69,01,370	1,69,01,370
27-Sep-19	31	-	1,69,01,370	1,69,01,370
27-Oct-19	30	-	1,63,56,164	1,63,56,164
27-Nov-19	31	-	1,69,01,370	1,69,01,370
27-Dec-19	30	-	1,63,56,164	1,63,56,164
27-Jan-20	31	-	1,68,55,191	1,68,55,191
27-Feb-20	31	-	1,68,55,191	1,68,55,191
27-Mar-20	29	-	1,57,67,760	1,57,67,760
27-Apr-20	31	-	1,68,55,191	1,68,55,191
27-May-20	30	-	1,63,11,475	1,63,11,475
27-Jun-20	31	-	1,68,55,191	1,68,55,191
27-Jul-20	30	-	1,63,11,475	1,63,11,475
27-Aug-20	31	-	1,68,55,191	1,68,55,191
27-Sep-20	31	-	1,68,55,191	1,68,55,191
27-Oct-20	30	-	1,63,11,475	1,63,11,475
27-Nov-20	31	-	1,68,55,191	1,68,55,191
27-Dec-20	30	-	1,63,11,475	1,63,11,475
27-Jan-21	31	-	1,69,01,370	1,69,01,370
27-Feb-21	31	-	1,69,01,370	1,69,01,370
27-Mar-21	28	-	1,52,65,753	1,52,65,753
27-Apr-21	31	-	1,69,01,370	1,69,01,370
27-May-21	30	-	1,63,56,164	1,63,56,164
27-Jun-21	31	-	1,69,01,370	1,69,01,370
27-Jul-21	30	-	1,63,56,164	1,63,56,164
27-Aug-21	31	-	1,69,01,370	1,69,01,370
27-Sep-21	31	-	1,69,01,370	1,69,01,370
27-Oct-21	30	-	1,63,56,164	1,63,56,164
27-Nov-21	31	-	1,69,01,370	1,69,01,370
27-Dec-21	30	-	1,63,56,164	1,63,56,164

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27-Jan-22	31	-	1,69,01,370	1,69,01,370
27-Feb-22	31	-	1,69,01,370	1,69,01,370
27-Mar-22	28	-	1,52,65,753	1,52,65,753
27-Apr-22	31	-	1,69,01,370	1,69,01,370
27-May-22	30	-	1,63,56,164	1,63,56,164
27-Jun-22	31	-	1,69,01,370	1,69,01,370
27-Jul-22	30	-	1,63,56,164	1,63,56,164
27-Aug-22	31	-	1,69,01,370	1,69,01,370
27-Sep-22	31	-	1,69,01,370	1,69,01,370
27-Oct-22	30	-	1,63,56,164	1,63,56,164
27-Nov-22	31	-	1,69,01,370	1,69,01,370
27-Dec-22	30	-	1,63,56,164	1,63,56,164
27-Jan-23	31	-	1,69,01,370	1,69,01,370
27-Feb-23	31	-	1,69,01,370	1,69,01,370
27-Mar-23	28	-	1,52,65,753	1,52,65,753
27-Apr-23	31	-	1,69,01,370	1,69,01,370
27-May-23	30	-	1,63,56,164	1,63,56,164
27-Jun-23	31	-	1,69,01,370	1,69,01,370
27-Jul-23	30	-	1,63,56,164	1,63,56,164
27-Aug-23	31	-	1,69,01,370	1,69,01,370
27-Sep-23	31	-	1,69,01,370	1,69,01,370
27-Oct-23	30	-	1,63,56,164	1,63,56,164
27-Nov-23	31	-	1,69,01,370	1,69,01,370
27-Dec-23	30	-	1,63,56,164	1,63,56,164
27-Jan-24	31	-	1,68,55,191	1,68,55,191
27-Feb-24	31	-	1,68,55,191	1,68,55,191
27-Mar-24	29	-	1,57,67,760	1,57,67,760
27-Apr-24	31	-	1,68,55,191	1,68,55,191
27-May-24	30	-	1,63,11,475	1,63,11,475
27-Jun-24	31	-	1,68,55,191	1,68,55,191
27-Jul-24	30	-	1,63,11,475	1,63,11,475
27-Aug-24	31	-	1,68,55,191	1,68,55,191
27-Sep-24	31	-	1,68,55,191	1,68,55,191
27-Oct-24	30	-	1,63,11,475	1,63,11,475
27-Nov-24	31	-	1,68,55,191	1,68,55,191
27-Dec-24	30	-	1,63,11,475	1,63,11,475
27-Jan-25	31	-	1,69,01,370	1,69,01,370
27-Feb-25	31	2,00,00,00,000	1,69,01,370	2,01,69,01,370

Scenario 2: If Put Option is exercised at the end of 36 months from the Deemed Date of Allotment:

Coupon Payment Dates	Interval between Coupon Payment Dates (No. of Days)	Principal Amount (in Rupees)	Coupon Amount (in Rupees)	Redemption Premium	Total
27-Mar-18	28	-	38,16,438		38,16,438
27-Apr-18	31	-	83,14,384		83,14,384
27-May-18	30	-	1,14,49,315		1,14,49,315
27-Jun-18	31	-	1,67,37,808		1,67,37,808
27-Jul-18	30	-	1,63,56,164		1,63,56,164
27-Aug-18	31	-	1,69,01,370		1,69,01,370
27-Sep-18	31	-	1,69,01,370		1,69,01,370
27-Oct-18	30	-	1,63,56,164		1,63,56,164
27-Nov-18	31	-	1,69,01,370		1,69,01,370
27-Dec-18	30	-	1,63,56,164		1,63,56,164
27-Jan-19	31	-	1,69,01,370		1,69,01,370
27-Feb-19	31	-	1,69,01,370		1,69,01,370

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27-Mar-19	28	-	1,52,65,753		1,52,65,753
27-Apr-19	31	-	1,69,01,370		1,69,01,370
27-May-19	30	-	1,63,56,164		1,63,56,164
27-Jun-19	31	-	1,69,01,370		1,69,01,370
27-Jul-19	30	-	1,63,56,164		1,63,56,164
27-Aug-19	31	-	1,69,01,370		1,69,01,370
27-Sep-19	31	-	1,69,01,370		1,69,01,370
27-Oct-19	30	-	1,63,56,164		1,63,56,164
27-Nov-19	31	-	1,69,01,370		1,69,01,370
27-Dec-19	30	-	1,63,56,164		1,63,56,164
27-Jan-20	31	-	1,68,55,191		1,68,55,191
27-Feb-20	31	-	1,68,55,191		1,68,55,191
27-Mar-20	29	-	1,57,67,760		1,57,67,760
27-Apr-20	31	-	1,68,55,191		1,68,55,191
27-May-20	30	-	1,63,11,475		1,63,11,475
27-Jun-20	31	-	1,68,55,191		1,68,55,191
27-Jul-20	30	-	1,63,11,475		1,63,11,475
27-Aug-20	31	-	1,68,55,191		1,68,55,191
27-Sep-20	31	-	1,68,55,191		1,68,55,191
27-Oct-20	30	-	1,63,11,475		1,63,11,475
27-Nov-20	31	-	1,68,55,191		1,68,55,191
27-Dec-20	30	-	1,63,11,475		1,63,11,475
27-Jan-21	31	-	1,69,01,370		1,69,01,370
27-Feb-21	31	2,00,00,00,000	1,69,01,370	(2,95,50,000)	1,98,73,51,370

Scenario 3: If Put Option is exercised at the end of 60 months from the Deemed Date of Allotment:

Coupon Dates	Payment Interval between Coupon Dates (No. of Days)	Principal Amount (in Rupees)	Coupon Amount (in Rupees)	Total
27-Mar-18	28	-	38,16,438	38,16,438
27-Apr-18	31	-	83,14,384	83,14,384
27-May-18	30	-	1,14,49,315	1,14,49,315
27-Jun-18	31	-	1,67,37,808	1,67,37,808
27-Jul-18	30	-	1,63,56,164	1,63,56,164
27-Aug-18	31	-	1,69,01,370	1,69,01,370
27-Sep-18	31	-	1,69,01,370	1,69,01,370
27-Oct-18	30	-	1,63,56,164	1,63,56,164
27-Nov-18	31	-	1,69,01,370	1,69,01,370
27-Dec-18	30	-	1,63,56,164	1,63,56,164
27-Jan-19	31	-	1,69,01,370	1,69,01,370
27-Feb-19	31	-	1,69,01,370	1,69,01,370
27-Mar-19	28	-	1,52,65,753	1,52,65,753
27-Apr-19	31	-	1,69,01,370	1,69,01,370
27-May-19	30	-	1,63,56,164	1,63,56,164
27-Jun-19	31	-	1,69,01,370	1,69,01,370
27-Jul-19	30	-	1,63,56,164	1,63,56,164
27-Aug-19	31	-	1,69,01,370	1,69,01,370
27-Sep-19	31	-	1,69,01,370	1,69,01,370
27-Oct-19	30	-	1,63,56,164	1,63,56,164
27-Nov-19	31	-	1,69,01,370	1,69,01,370
27-Dec-19	30	-	1,63,56,164	1,63,56,164
27-Jan-20	31	-	1,68,55,191	1,68,55,191
27-Feb-20	31	-	1,68,55,191	1,68,55,191
27-Mar-20	29	-	1,57,67,760	1,57,67,760
27-Apr-20	31	-	1,68,55,191	1,68,55,191
27-May-20	30	-	1,63,11,475	1,63,11,475

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27-Jun-20	31	-	1,68,55,191	1,68,55,191
27-Jul-20	30	-	1,63,11,475	1,63,11,475
27-Aug-20	31	-	1,68,55,191	1,68,55,191
27-Sep-20	31	-	1,68,55,191	1,68,55,191
27-Oct-20	30	-	1,63,11,475	1,63,11,475
27-Nov-20	31	-	1,68,55,191	1,68,55,191
27-Dec-20	30	-	1,63,11,475	1,63,11,475
27-Jan-21	31	-	1,69,01,370	1,69,01,370
27-Feb-21	31	-	1,69,01,370	1,69,01,370
27-Mar-21	28	-	1,52,65,753	1,52,65,753
27-Apr-21	31	-	1,69,01,370	1,69,01,370
27-May-21	30	-	1,63,56,164	1,63,56,164
27-Jun-21	31	-	1,69,01,370	1,69,01,370
27-Jul-21	30	-	1,63,56,164	1,63,56,164
27-Aug-21	31	-	1,69,01,370	1,69,01,370
27-Sep-21	31	-	1,69,01,370	1,69,01,370
27-Oct-21	30	-	1,63,56,164	1,63,56,164
27-Nov-21	31	-	1,69,01,370	1,69,01,370
27-Dec-21	30	-	1,63,56,164	1,63,56,164
27-Jan-22	31	-	1,69,01,370	1,69,01,370
27-Feb-22	31	-	1,69,01,370	1,69,01,370
27-Mar-22	28	-	1,52,65,753	1,52,65,753
27-Apr-22	31	-	1,69,01,370	1,69,01,370
27-May-22	30	-	1,63,56,164	1,63,56,164
27-Jun-22	31	-	1,69,01,370	1,69,01,370
27-Jul-22	30	-	1,63,56,164	1,63,56,164
27-Aug-22	31	-	1,69,01,370	1,69,01,370
27-Sep-22	31	-	1,69,01,370	1,69,01,370
27-Oct-22	30	-	1,63,56,164	1,63,56,164
27-Nov-22	31	-	1,69,01,370	1,69,01,370
27-Dec-22	30	-	1,63,56,164	1,63,56,164
27-Jan-23	31	-	1,69,01,370	1,69,01,370
27-Feb-23	31	2,00,00,00,000	1,69,01,370	2,01,69,01,370

Scenario 4: If Call Option is exercised at the end of 36 months from the Deemed Date of Allotment:

Coupon Payment Dates	Interval between Coupon Payment Dates (No. of Days)	Principal Amount (in Rupees)	Coupon Amount (in Rupees)	Redemption Premium	Total
27-Mar-18	28	-	38,16,438		38,16,438
27-Apr-18	31	-	83,14,384		83,14,384
27-May-18	30	-	1,14,49,315		1,14,49,315
27-Jun-18	31	-	1,67,37,808		1,67,37,808
27-Jul-18	30	-	1,63,56,164		1,63,56,164
27-Aug-18	31	-	1,69,01,370		1,69,01,370
27-Sep-18	31	-	1,69,01,370		1,69,01,370
27-Oct-18	30	-	1,63,56,164		1,63,56,164
27-Nov-18	31	-	1,69,01,370		1,69,01,370
27-Dec-18	30	-	1,63,56,164		1,63,56,164
27-Jan-19	31	-	1,69,01,370		1,69,01,370
27-Feb-19	31	-	1,69,01,370		1,69,01,370
27-Mar-19	28	-	1,52,65,753		1,52,65,753
27-Apr-19	31	-	1,69,01,370		1,69,01,370
27-May-19	30	-	1,63,56,164		1,63,56,164
27-Jun-19	31	-	1,69,01,370		1,69,01,370

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27-Jul-19	30	-	1,63,56,164		1,63,56,164
27-Aug-19	31	-	1,69,01,370		1,69,01,370
27-Sep-19	31	-	1,69,01,370		1,69,01,370
27-Oct-19	30	-	1,63,56,164		1,63,56,164
27-Nov-19	31	-	1,69,01,370		1,69,01,370
27-Dec-19	30	-	1,63,56,164		1,63,56,164
27-Jan-20	31	-	1,68,55,191		1,68,55,191
27-Feb-20	31	-	1,68,55,191		1,68,55,191
27-Mar-20	29	-	1,57,67,760		1,57,67,760
27-Apr-20	31	-	1,68,55,191		1,68,55,191
27-May-20	30	-	1,63,11,475		1,63,11,475
27-Jun-20	31	-	1,68,55,191		1,68,55,191
27-Jul-20	30	-	1,63,11,475		1,63,11,475
27-Aug-20	31	-	1,68,55,191		1,68,55,191
27-Sep-20	31	-	1,68,55,191		1,68,55,191
27-Oct-20	30	-	1,63,11,475		1,63,11,475
27-Nov-20	31	-	1,68,55,191		1,68,55,191
27-Dec-20	30	-	1,63,11,475		1,63,11,475
27-Jan-21	31	-	1,69,01,370		1,69,01,370
27-Feb-21	31	2,00,00,00,000	1,69,01,370	2,95,50,000	2,04,68,51,370

Scenario 5: If Call Option is exercised at the end of 60 months from the Deemed Date of Allotment:

Coupon Payment Dates	Interval between Coupon Payment Dates (No. of Days)	Principal Amount (in Rupees)	Coupon Amount (in Rupees)	Total
27-Mar-18	28	-	38,16,438	38,16,438
27-Apr-18	31	-	83,14,384	83,14,384
27-May-18	30	-	1,14,49,315	1,14,49,315
27-Jun-18	31	-	1,67,37,808	1,67,37,808
27-Jul-18	30	-	1,63,56,164	1,63,56,164
27-Aug-18	31	-	1,69,01,370	1,69,01,370
27-Sep-18	31	-	1,69,01,370	1,69,01,370
27-Oct-18	30	-	1,63,56,164	1,63,56,164
27-Nov-18	31	-	1,69,01,370	1,69,01,370
27-Dec-18	30	-	1,63,56,164	1,63,56,164
27-Jan-19	31	-	1,69,01,370	1,69,01,370
27-Feb-19	31	-	1,69,01,370	1,69,01,370
27-Mar-19	28	-	1,52,65,753	1,52,65,753
27-Apr-19	31	-	1,69,01,370	1,69,01,370
27-May-19	30	-	1,63,56,164	1,63,56,164
27-Jun-19	31	-	1,69,01,370	1,69,01,370
27-Jul-19	30	-	1,63,56,164	1,63,56,164
27-Aug-19	31	-	1,69,01,370	1,69,01,370
27-Sep-19	31	-	1,69,01,370	1,69,01,370
27-Oct-19	30	-	1,63,56,164	1,63,56,164
27-Nov-19	31	-	1,69,01,370	1,69,01,370
27-Dec-19	30	-	1,63,56,164	1,63,56,164
27-Jan-20	31	-	1,68,55,191	1,68,55,191
27-Feb-20	31	-	1,68,55,191	1,68,55,191
27-Mar-20	29	-	1,57,67,760	1,57,67,760
27-Apr-20	31	-	1,68,55,191	1,68,55,191
27-May-20	30	-	1,63,11,475	1,63,11,475
27-Jun-20	31	-	1,68,55,191	1,68,55,191
27-Jul-20	30	-	1,63,11,475	1,63,11,475
27-Aug-20	31	-	1,68,55,191	1,68,55,191
27-Sep-20	31	-	1,68,55,191	1,68,55,191
27-Oct-20	30	-	1,63,11,475	1,63,11,475
27-Nov-20	31	-	1,68,55,191	1,68,55,191
27-Dec-20	30	-	1,63,11,475	1,63,11,475
27-Jan-21	31	-	1,69,01,370	1,69,01,370

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27-Feb-21	31	-	1,69,01,370	1,69,01,370
27-Mar-21	28	-	1,52,65,753	1,52,65,753
27-Apr-21	31	-	1,69,01,370	1,69,01,370
27-May-21	30	-	1,63,56,164	1,63,56,164
27-Jun-21	31	-	1,69,01,370	1,69,01,370
27-Jul-21	30	-	1,63,56,164	1,63,56,164
27-Aug-21	31	-	1,69,01,370	1,69,01,370
27-Sep-21	31	-	1,69,01,370	1,69,01,370
27-Oct-21	30	-	1,63,56,164	1,63,56,164
27-Nov-21	31	-	1,69,01,370	1,69,01,370
27-Dec-21	30	-	1,63,56,164	1,63,56,164
27-Jan-22	31	-	1,69,01,370	1,69,01,370
27-Feb-22	31	-	1,69,01,370	1,69,01,370
27-Mar-22	28	-	1,52,65,753	1,52,65,753
27-Apr-22	31	-	1,69,01,370	1,69,01,370
27-May-22	30	-	1,63,56,164	1,63,56,164
27-Jun-22	31	-	1,69,01,370	1,69,01,370
27-Jul-22	30	-	1,63,56,164	1,63,56,164
27-Aug-22	31	-	1,69,01,370	1,69,01,370
27-Sep-22	31	-	1,69,01,370	1,69,01,370
27-Oct-22	30	-	1,63,56,164	1,63,56,164
27-Nov-22	31	-	1,69,01,370	1,69,01,370
27-Dec-22	30	-	1,63,56,164	1,63,56,164
27-Jan-23	31	-	1,69,01,370	1,69,01,370
27-Feb-23	31	2,00,00,00,000	1,69,01,370	2,01,69,01,370

PART B: Cash flows for the Series D Debentures:

Coupon Payment Dates	Interval between Coupon Payment Dates (No. of Days)	Principal Amount (in Rupees)	Coupon Amount (in Rupees)	Total
27-Jun-18	30	-	49,06,849	49,06,849
27-Jul-18	30	-	49,06,849	49,06,849
27-Aug-18	31	-	50,70,411	50,70,411
27-Sep-18	31	-	50,70,411	50,70,411
27-Oct-18	30	-	49,06,849	49,06,849
27-Nov-18	31	-	50,70,411	50,70,411
27-Dec-18	30	-	49,06,849	49,06,849
27-Jan-19	31	-	50,70,411	50,70,411
27-Feb-19	31	-	50,70,411	50,70,411
27-Mar-19	28	-	45,79,726	45,79,726
27-Apr-19	31	-	50,70,411	50,70,411
27-May-19	30	-	49,06,849	49,06,849
27-Jun-19	31	-	50,70,411	50,70,411
27-Jul-19	30	-	49,06,849	49,06,849
27-Aug-19	31	-	50,70,411	50,70,411
27-Sep-19	31	-	50,70,411	50,70,411
27-Oct-19	30	-	49,06,849	49,06,849
27-Nov-19	31	-	50,70,411	50,70,411
27-Dec-19	30	-	49,06,849	49,06,849
27-Jan-20	31	-	50,56,557	50,56,557
27-Feb-20	31	-	50,56,557	50,56,557
27-Mar-20	29	-	47,30,328	47,30,328
27-Apr-20	31	-	50,56,557	50,56,557
27-May-20	30	-	48,93,443	48,93,443
27-Jun-20	31	-	50,56,557	50,56,557
27-Jul-20	30	-	48,93,443	48,93,443
27-Aug-20	31	-	50,56,557	50,56,557
27-Sep-20	31	-	50,56,557	50,56,557
27-Oct-20	30	-	48,93,443	48,93,443
27-Nov-20	31	-	50,56,557	50,56,557
27-Dec-20	30	-	48,93,443	48,93,443
27-Jan-21	31	-	50,70,411	50,70,411

Information Memorandum

27-Feb-21	31	-	50,70,411	50,70,411
27-Mar-21	28	-	45,79,726	45,79,726
27-Apr-21	31	-	50,70,411	50,70,411
27-May-21	30	-	49,06,849	49,06,849
27-Jun-21	31	-	50,70,411	50,70,411
27-Jul-21	30	-	49,06,849	49,06,849
27-Aug-21	31	-	50,70,411	50,70,411
27-Sep-21	31	-	50,70,411	50,70,411
27-Oct-21	30	-	49,06,849	49,06,849
27-Nov-21	31	-	50,70,411	50,70,411
27-Dec-21	30	-	49,06,849	49,06,849
27-Jan-22	31	-	50,70,411	50,70,411
27-Feb-22	31	-	50,70,411	50,70,411
27-Mar-22	28	-	45,79,726	45,79,726
27-Apr-22	31	-	50,70,411	50,70,411
27-May-22	30	-	49,06,849	49,06,849
27-Jun-22	31	-	50,70,411	50,70,411
27-Jul-22	30	-	49,06,849	49,06,849
27-Aug-22	31	-	50,70,411	50,70,411
27-Sep-22	31	-	50,70,411	50,70,411
27-Oct-22	30	-	49,06,849	49,06,849
27-Nov-22	31	-	50,70,411	50,70,411
27-Dec-22	30	-	49,06,849	49,06,849
27-Jan-23	31	-	50,70,411	50,70,411
27-Feb-23	31	-	50,70,411	50,70,411
27-Mar-23	28	-	45,79,726	45,79,726
27-Apr-23	31	-	50,70,411	50,70,411
27-May-23	30	-	49,06,849	49,06,849
27-Jun-23	31	-	50,70,411	50,70,411
27-Jul-23	30	-	49,06,849	49,06,849
27-Aug-23	31	-	50,70,411	50,70,411
27-Sep-23	31	-	50,70,411	50,70,411
27-Oct-23	30	-	49,06,849	49,06,849
27-Nov-23	31	-	50,70,411	50,70,411
27-Dec-23	30	-	49,06,849	49,06,849
27-Jan-24	31	-	50,56,557	50,56,557
27-Feb-24	31	-	50,56,557	50,56,557
27-Mar-24	29	-	47,30,328	47,30,328
27-Apr-24	31	-	50,56,557	50,56,557
27-May-24	30	-	48,93,443	48,93,443
27-Jun-24	31	-	50,56,557	50,56,557
27-Jul-24	30	-	48,93,443	48,93,443
27-Aug-24	31	-	50,56,557	50,56,557
27-Sep-24	31	-	50,56,557	50,56,557
27-Oct-24	30	-	48,93,443	48,93,443
27-Nov-24	31	-	50,56,557	50,56,557
27-Dec-24	30	-	48,93,443	48,93,443
27-Jan-25	31	-	50,70,411	50,70,411
27-Feb-25	31	60,00,00,000	50,70,411	60,50,70,411

**ANNEXURE VII
OFFER SCHEDULE**

SERIES A OFFER SCHEDULE

Date of Series A Private Placement Offer Letter	February 27, 2018
Date of Series A Information Memorandum	February 27, 2018
Series A Offer Open Date	February 27, 2018
Series A Offer Closing Date	February 27, 2018
Series A Pay-in Date	February 27, 2018
Series A Deemed Date of Allotment	February 27, 2018

SERIES B OFFER SCHEDULE

Date of Series B Private Placement Offer Letter	March 28, 2018
Date of Series B Information Memorandum	March 28, 2018
Series B Offer Open Date	March 28, 2018
Series B Offer Closing Date	March 28, 2018
Series B Pay-in Date	March 28, 2018
Series B Deemed Date of Allotment	March 28, 2018

SERIES C OFFER SCHEDULE

Date of Series C Private Placement Offer Letter	April 27, 2018
Date of Series C Information Memorandum	April 27, 2018
Series C Offer Open Date	April 27, 2018
Series C Offer Closing Date	April 27, 2018
Series C Pay-in Date	April 27, 2018
Series C Deemed Date of Allotment	April 27, 2018

SERIES D OFFER SCHEDULE

Date of Series D Private Placement Offer Letter	May 28, 2018
Date of Series D Information Memorandum	May 28, 2018
Series D Offer Open Date	May 28, 2018
Series D Offer Closing Date	May 28, 2018
Series D Pay-in Date	May 28, 2018
Series D Deemed Date of Allotment	May 28, 2018

