

# SUMMARY TERM SHEET

Security Name	12.7700%SCPL2022
Issuer	S V Creditline Private Limited
Type of Instrument	Non-Convertible Debentures
Nature of Instrument	Secured Unrated Unlisted Redeemable Non-Convertible Debentures
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	As provided in Clause <b>Error! Reference source not found.</b> below
Listing	The Debentures shall not be listed on any of the stock exchange(s) within India.
Rating of Instrument	<b>The Debentures have not been rated by any credit rating agency.</b>
Issue Size	Rs. 20,00,00,000/- (Rupees Twenty Crores Only)
Option to retain oversubscription	N.A.
Objects of the Issue	<b>To raise senior secured debt to the extent up to Rs. 20,00,00,000/- (Rupees Twenty Crores Only)</b>
Details of the utilization of the Proceeds	<i>The issue proceeds will be to meet funding requirements of the Issuer for expanding the energy efficiency and renewable energy portfolio.</i>
Coupon Rate	12.7700% (Twelve Decimal Point Seven Seven Zero Zero Percent) per annum payable semi-annually until the Coupon Reset Date, (net of withholding taxes) and subject to the obligation of the Issuer as provided for in Section <b>Error! Reference source not found.</b> of the IM. The Coupon Rate, as on the date of the Debenture Trust Deed, gross of withholding taxes, shall amount to 13.50% (Thirteen Decimal Point Five Zero Percent).  For the period between the Coupon Reset Date and the Maturity Date, the Coupon Rate shall, in the absence of an agreement on the Coupon Rate between the Debenture Holder(s) and the Company, continue to be the same Coupon Rate prevailing on the Deemed Date of Allotment.
Step Up/ Step Down Coupon Rate	N.A.
Coupon Payment Frequency	Semi-Annually
Coupon payment dates	<b>Semi-annually on June 6 and December 6 of every calendar year until Maturity Date.</b>
Coupon Type	Fixed Coupon
Exercise Date/Coupon Reset Date	<b>December 7, 2020, being 36 (Thirty Six) months and 1 (One) calendar day from the Deemed Date of Allotment.</b>
Coupon Reset Process	The Coupon Rate on the Debentures may be reset by the Debenture Trustee subject to obtaining the approval of the Majority Debenture Holders, which approval shall be provided at least 15 (Fifteen) calendar days prior to the Coupon Reset Date. The Debenture Trustee shall communicate the new Coupon Rate, so determined, to the Issuer at least 10 (Ten) calendar days prior to the Coupon Reset Date. Notwithstanding a notice for the Coupon Reset, the Company shall continue to have the right to exercise the Call.
Day Count Basis	Actual / Actual
Interest on Application Money	12.7700% (Twelve Decimal Point Seven Seven Zero Zero Percent) per annum, net of withholding taxes.
Default Interest Rate	In the event of a payment default of the amounts due under this Issue or any other Event of Default (whether by way of acceleration, at maturity or otherwise), the

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	Issuer shall pay an additional 2% (Two Percent) per annum over and above the applicable Coupon Rate on the outstanding principal amount of the Debentures, calculated from the date of the occurrence of the default until such default is cured or the Debentures are redeemed pursuant to such default, as applicable.
Prepayment Penalty	No earlier than 36 (Thirty Six) months from the Deemed Date of Allotment (or such shorter period as may be regulatory permissible), the Issuer may seek the early redemption of the Issue, on any date other than the Due Date and not arising due to an Event of Default. The Issuer shall pay a penalty of 2% (Two Percent) on the principal amount repaid. The Prepayment shall be subject to the consent of the Majority Debenture Holders which consent shall not be unreasonably withheld provided that the Issuer has given the Debenture Trustee and the Debenture Holders at least 15 (Fifteen) calendar days written notice prior to the date of such prepayment.
Delay Penalty	In the case of a delay in the execution of Debenture Trust Deed and the Deed of Hypothecation, the Issuer shall refund the subscription with the agreed rate of interest or shall pay penal interest of 2% (Two Percent) per annum over and above the applicable Coupon Rate until such time the conditions have been complied with at the option of the Investor.
Tenor	60 (Sixty) months from the Deemed Date of Allotment
Redemption Date/Maturity Date	<b>December 6, 2022, being 60 (Sixty) months from the Deemed Date of Allotment.</b>
Redemption Amount	Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Debenture on the Redemption Date plus accrued Coupon if any.
Redemption Premium/ Discount	N.A.
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Debenture
Discount at which security is issued and the effective yield as a result of such discount	Not Applicable
Put Option Date	<b>December 7, 2020, being 36 (Thirty Six) months and 1 (One) calendar day from the Deemed Date of Allotment</b>
Put Option Price	Amount equivalent to the face value of all the Debentures being redeemed and interest, due and payable and other unpaid interests, additional amounts as described in detail in the Debenture Trust Deed.
Call Option Date	<b>December 7, 2020, being 36 (Thirty Six) months and 1 (One) calendar day from the Deemed Date of Allotment</b>
Call Option Price	Amounts equivalent to the face value of all the Debentures and interest, due and payable and other unpaid interests, additional amounts as described in detail in the Debenture Trust Deed.
Put Option Time	In the event if any Debenture-Holder is desirous of exercising the Put, the relevant Debenture Holder(s) shall provide a notice in writing to the Issuer (with a copy to the Debenture Trustee at least 15 (Fifteen) calendar days prior to the Exercise Date.  Upon receipt of the notice, the Issuer shall compulsorily redeem the Debentures identified in the notice provided by the said Debenture Holder(s), on the relevant Put Date by making payment to the relevant Debenture Holders, the outstanding face value of the Debentures (identified in the notice) and accrued Coupon in relation thereto.
Call Option Time	In the event if the Issuer is desirous of exercising the Call, the Issuer shall provide notice to the Debenture Trustee in relation to exercise of the Call at least 15 (Fifteen)

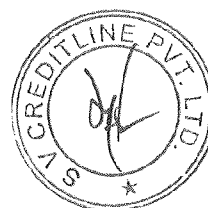
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	<p>calendar days prior to the Exercise Date.</p> <p>Upon issuance of the notice, the Issuer shall compulsorily redeem the Debentures (or part thereof) identified in the notice on the relevant Call Date by making payment to the relevant Debenture Holders, the outstanding face value of the said Debentures (or part thereof as identified in the notice) and accrued Coupon in relation thereto.</p>
Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs Only) per Debenture
Minimum Application size and in multiples of __Debt Security thereafter	The minimum application size for the Issue shall be 10 Debentures and in multiples of 1 Debenture thereafter.
Issue Timing	<p>Issue Opening Date: November 30, 2017</p> <p>Issue Closing Date: December 6, 2017</p> <p>Pay-in Dates: November 30, 2017 - December 6, 2017</p> <p>Deemed Date of Allotment: December 6, 2017</p> <p>All documentation including, but not limited to, the Information Memorandum, Board Resolution, Appointment of Debenture Trustee to be completed 5 (Five) calendar days prior to the Issue Opening Date unless otherwise specified.</p>
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS
Depositories	NSDL/CDSL
Business Day Convention	If any Coupon Payment Date falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. If the Redemption Date/Maturity Date (also being the last Coupon Payment Date) falls on a day that is not a Business Day, the redemption proceeds shall be paid 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 15 (Fifteen) calendar days prior to any Due Date.



Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security)	<p>The Issue shall be secured by a charge created by the Issuer in favour of the Debenture Trustee (for the benefit of the Debenture Holders) being an exclusive first ranking charge by way of hypothecation comprising of the assets of the Issuer as follows:</p> <p>(a) On and from the Deemed Date of Allotment, the Issuer shall create a charge over the Hypothecated Assets to be created in terms of the Deed of Hypothecation. The Security Cover to be maintained by the Issuer shall be equal to 1 (One) times the aggregate principal amount outstanding of the Debentures maintained over the principal amount outstanding under the Debentures ("<b>Security Cover</b>"). It is clarified that the Security Cover shall be sufficient to cover the principal amounts outstanding under the Debentures at all times.</p> <p>(b) The Issuer undertakes:</p> <p>(i) to maintain the value of Security Cover at all times till the obligations under the Issue are discharged;</p> <p>(ii) to create the charge over the Hypothecated Assets by executing a duly stamped Deed of hypothecation ("<b>Deed of Hypothecation</b>") on or before the Deemed Date of Allotment and filing the relevant form immediately and no later than 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation;</p> <p>(iii) On and from the Deemed Date of Allotment, till the Maturity Date, to provide a list, on a monthly basis, of specific loan receivables / identified book debt to the Debenture Trustee and Debenture Holders 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 ("<b>Monthly Hypothecated Asset Report</b>").</p> <p>(iv) Any substitution, addition and/or replacement of the Hypothecated Assets shall be made under the terms of the Deed of Hypothecation</p>
Transaction Documents	Shall be as set out in Clause 6.1
Conditions Precedent to Disbursement	<ol style="list-style-type: none"> <li>1. Execution of Debenture Trustee Agreement, the Debenture Trust Deed and the Deed of Hypothecation.</li> <li>2. Such other undertaking as may be required from the Company.</li> </ol>
Conditions Subsequent to Disbursement	<ol style="list-style-type: none"> <li>1. Filing of the relevant documents <i>inter alia</i> private placement offer letter, return of allotment etc. with the ROC within the timelines specified under the rules under the Companies Act, 2013.</li> <li>2. Filing of the relevant form with the ROC for the registration of charge over the Hypothecated Assets.</li> <li>3. Execution of any other documents as customary for transaction of a similar nature and size.</li> <li>4. The Issuer shall also obtain a legal opinion on the enforceability of the Transaction Documents.</li> </ol>
Events of Default	As mentioned in Clause 6.4
Provisions related to Cross Default Clause	<p>An event of default shall arise if the Issuer:</p> <p>(A) defaults in any payment of Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Indebtedness was</p>

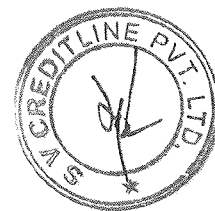
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	<p>created; or</p> <p>(B) defaults in the observance or performance of any agreement or condition relating to any Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Indebtedness to become due prior to its stated maturity; or</p> <p>(C) due to any default or an event of default, any Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof.</p> <p><b>"Indebtedness" means any obligation of the Issuer (whether incurred as principal, independent guarantor or as a surety) for the payment or repayment of borrowed money, whether present or future, actual or contingent.</b></p>
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Covenants	As mentioned in Clause Error! Reference source not found.
Representation and warranties	As mentioned in Clause 6.2
Illustration of Bond Cash-flows	Kindly refer to Annexure V of this Information Memorandum
Governing Law	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in New Delhi, India and as more particularly provided for in the Debenture Trust Deed. Notwithstanding anything stated earlier, the Debenture Trustee has the right to commence proceedings before any other court or forum in India.



## Annexure

Category	Type	Put "Yes" or "No" whichever is applicable for your issue
Unlisted Securities	Plain vanilla Debt	YES
	Structured Debt	NO
	If Structured Debt give the details	N.A.
Listed Securities	Plain vanilla Debt	NO
	Structured Debt	NO
	If Structured Debt give the details	NO
ISINs for categories exempted from applicability of ISINs as per SEBI Circular dated 30-June-2017	54EC Capital Gains Bonds	NO
	Tier II Bonds by Housing Finance Companies (HFCs)	NO
	Tier II Bonds by standalone Primary Dealers (PDs)	NO
	Subordinated debt by Insurance Cos.	NO
	Basel III bonds issued by Banks	NO
	Bonds issued to long term Infrastructure sector and affordable housing by Banks	NO
	Perpetual debt issued by Systemically Important Non-Deposit taking NBFCs	NO
	Tier II Bonds issued by Non-Systemically Important Non-Deposit taking NBFCs	NO

Signature with stamp

Name : Durgeshwar Mishra  
Designation : Chief Financial Officer



Date : 18.12.2017  
Place : Gurugram

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