

Summary Table

Security Name	MUTHOOT FINCORP PERPETUAL DEBT INSTRUMENT SERIES 9
Issuer	Muthoot Fincorp Limited
Type of Instrument	Rated, Perpetual Debt Instruments having aggregating up to Rs. 25,00,00,000 (Rupees Twenty Five Crore only) (with green shoe option aggregating up to Rs. 35,00,00,000 (Rupees Thirty Five Crore only)), total aggregating upto Rs. 60,00,00,000 (Rupees Sixty Crores Only).
Nature of Instrument	The PDIs are unsecured
Seniority	The claims of the investors in PDIs shall be: (i) superior to the claims of investors in the equity shares; and (ii) subordinated to the claims of all other creditors.
Mode of Issue	Private Placement
Eligible Investors	<p>The investor to whom this Disclosure Document is specifically addressed, is eligible to apply for this private placement of PDIs subject to fulfilling its respective investment norms/rules and compliance with laws applicable to it by submitting all the relevant documents along with the Application Form. The persons to whom the Disclosure Document has been circulated to, may include but not limited to:</p> <ol style="list-style-type: none"> 1. Financial Institutions: registered under the Applicable Laws in India which are duly authorized to invest in Bonds; 2. Insurance companies 3. Provident, Gratuity, Pension & Superannuation Funds 4. Regional Rural Banks 5. Mutual Funds 6. Alternate Investment Funds 7. Companies, Bodies Corporate authorized to Invest in bonds 8. Trusts, Association of Persons, Societies registered under the Applicable Laws in India which are duly authorized to invest in bonds 9. Individuals 10. Scheduled Commercial Banks 11. Co-operative Bank 12. Partnership Firms; 13. HUF through Karta; and/or 14. Any other person (not being an individual or a group of individuals) eligible to invest in the PDIs. <p>All Eligible Investors are required to check and comply with Applicable Law(s) including the relevant rules /</p>



	regulations / guidelines applicable to them for investing in this Issue of PDIs and the Company, is not in any way, directly or indirectly, responsible for any statutory or regulatory breaches by any investor, neither is the Company required to check or confirm the same.
Listing	Unlisted
Rating of the Instrument	The PDIs have been assigned the rating of 'CRISIL A-/Stable' by CRISIL Ratings.
Issue Size	Up to 250 (Two Hundred and Fifty) rated, perpetual debt instruments having face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, and of the aggregate nominal value of up to Rs. 25,00,00,000/- (Rupees Twenty Five Crore only) with an option to retain over subscription of up to 350 (Three Hundred and Fifty) rated, perpetual debt instruments having a face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, of the aggregate nominal value of up to Rs. 35,00,00,000/- (Rupees Thirty-Five Crore only) (Aggregate size Rs. 60,00,00,000)
Option to retain oversubscription	Up to 350 (Three Hundred and Fifty) rated, perpetual debt instruments having a face value of Rs. 10,00,000/- (Rupees Ten Lakh only) each, of the aggregate nominal value of up to Rs. 35,00,00,000/- (Rupees Thirty Five Crore only)
Objects of the Issue	The proceeds of Issue, after meeting the expenditures related to the Issue, will be utilised, to meet the capital requirements of the Company, for its general corporate purposes, for various financing activities of the Company, repayment/ re-financing of its financial indebtedness in the ordinary course of business and for its business operations including working capital requirements.
Details of the utilization of the Proceeds	The proceeds of Issue, after meeting the expenditures related to the Issue, will be utilised, to meet the capital requirements of the Company, for its general corporate purposes, for various financing activities of the Company, repayment/ re-financing of its financial indebtedness in the ordinary course of business and for its business operations including working capital requirements
Coupon Rate / Interest Rate	<ol style="list-style-type: none"> Each PDI shall carry an interest ("Interest") at rate of 12% (Twelve per cent) per annum ("Interest Rate"), which shall be payable by the Company to the holders of the PDIs on a monthly basis, on the last Business Day of each month ("Interest Payment Date"). All Interest payments by the Company to the holders of the PDIs shall be made free and clear of all present and future Taxes, except such withholding Taxes as required under the Income Tax



	Act, 1961.
Step Up/ Step Down Coupon Rate	The Company shall have a step-up option for increasing the rate of Interest payable on PDIs. Such option can be exercised only once during the whole life of the instrument after the lapse of 10 years from the date of issue. The step up shall not be more than 100 basis points in reference to the Interest Rate advertised as per the offer documents.
Coupon Payment Frequency	Monthly
Coupon Payment Date	The last Business Day of each month
Coupon Type	Please refer to the details provided in row titled 'Coupon Rate' above
Coupon Reset Process	NA
Day Count Basis	The Interest shall be computed on Actual / Actual basis, i.e. Actual / 365 (Three Hundred Sixty Five) days (or 366 (Three Hundred Sixty Six) days in the case of a leap year).
Interest on Subscription Amount	NA
Default Interest Rate	NA
Tenure	Perpetual
Redemption Date	NA
Redemption Amount	NA
Redemption Premium / Discount	NA
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakh only) each
Discount at which security is issued and the effective yield as a result of such discount	NA
Lock-In	<ol style="list-style-type: none"> The payment of Interest may be deferred by the Company due to the occurrence of any of the following events: <ol style="list-style-type: none"> the Company's Capital to Risk Assets Ratio (CRAR) falls below the minimum regulatory requirement prescribed by RBI; or the impact of such payments results in the Company's CRAR falling below the minimum regulatory requirement prescribed by RBI. The interest shall not be cumulative except in cases as set out in (1) above. Notwithstanding the above, the Company may make the interest payments with prior approval from RBI even if payment of interest results in net loss and/or increase in net loss of the Company, provided the CRAR remains above the regulatory



	norm.
Put Option	NA
Put option date	NA
Put option price	NA
Put notification time	NA
Call Option	<p>Subject to strict compliance with each of the following conditions:</p> <p>(a) that the instrument has run for a minimum period of 10 (ten) years from the date of Issue;</p> <p>and</p> <p>(b) call option shall be exercised only with the prior approval of RBI.</p> <p>While considering the proposals received for exercising the call option the RBI would, among other things, take into consideration the NBFC's CRAR position both at the time of exercise of the call option and after the exercise of the call option.</p>
Call option date	Please refer to the details provided in row titled 'Call Option' above
Call option price	At face value per PDI plus accrued Interest
Call notification time	1 (One) month from the date of receiving RBI approval for the same.
Face Value	Rs. 10,00,000/- (Rupees Ten Lakh Only) per PDI
Minimum Application size	1 (One) PDI and in multiples of 1 (One) PDI thereafter
Issue Opening Date	August 18, 2021
Issue Closing Date:	August 18, 2021
Pay-in Date:	August 18, 2021
Deemed Date of Allotment:	August 18, 2021
Issuance mode of the Instrument	Demat only



Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	Electronic mode.
Depositories	NSDL and / or CDSL
Business Day Convention/Effect of Holidays	<p>A Business Day shall mean all days excluding Sundays or a public holiday in India or at any other payment centre notified in terms of the Negotiable Instruments Act, 1881, except with reference to Issue period, Interest Payment Date and Record Date, where working days shall mean all days, excluding Saturdays, Sundays and public holiday in India or at any other payment centre notified in terms of the Negotiable Instruments Act, 1881.</p> <p>If the date of payment of coupon/ interest specified does not fall on a Business Day, the Interest payment shall be made on the succeeding Business Day. However, the dates of future coupon/interest would be as per the original schedule prescribed herein.</p>
Record Date	25 th of every month.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	As set out under this Disclosure Document and the Private Placement Offer Letter. Further, the terms and conditions of PDIs shall be in compliance with the "Terms and Conditions Applicable to Perpetual Debt Instruments (PDI) for Being Eligible for Inclusion in Tier I capital" prescribed under the Master Direction – Non-Banking Financial Company – Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, as may be revised, reissued, amended or superseded from time to time.
Description regarding Security (where applicable) 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	The PDIs are unsecured




disclosed in the Offer Document/ Information Memorandum.	
Transaction Documents	This Disclosure Document, the Private Placement Offer Letter and the Trustee Agreement
Conditions Precedent to Disbursement	NA
Conditions Subsequent to Disbursement	NA
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	NA
Creation of recovery expense fund	NA
Conditions for breach of covenants	NA
Provisions related to Cross Default Clause	NA
Role and Responsibilities of Trustee	<p>The Trustee shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustee by the holder(s) of the PDIs and shall further conduct itself, and comply with the provisions of all applicable laws. The Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI (ILDS) Regulations, the SEBI (LODR) Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Trustee Agreement, Disclosure Document and all other related documents in connection with PDIs, with due care, diligence and loyalty.</p> <p>All actions to be taken by the Trustee shall be on the express instructions from the Investors. Any payment made by the Company to the Trustee, for the benefit of the Investors, shall discharge the Company to the Investors.</p>
Risk factors pertaining to the issue	Please refer to Section 3 of this Disclosure Document
Governing Law and Jurisdiction	The PDIs shall be governed by and construed in accordance with the laws of India and the courts in Thiruvananthapuram, Kerala shall have exclusive jurisdiction to determine any dispute arising in relation to the PDIs. The PDIs shall be governed and construed in accordance with the laws of India.



Notes:

1. *If there is any change in Interest rate pursuant to any event including elapse of certain time period or downgrade in rating, then such new Interest rate and events which lead to such change should be disclosed.*
2. *The procedure used to decide the dates on which the payment can be made and adjusting payment dates in response to days when payment can't be made due to any reason like sudden bank holiday etc., should be laid down.*
3. *The list of documents which has been executed or will be executed in connection with the issue and subscription of debt securities shall be annexed.*
4. *The penal interest rates mentioned above as payable by the Issuer are independent of each other*

For Muthoot Fincorp Ltd.


Authorised Signatory

