

TERM SHEET

ISIN	INE559N07017
Issuer	SRG Housing Finance Limited ("Company"/"Issuer"/"SRG")
Objects & Details of the utilization of the Proceeds	The Issue proceeds will be utilized to meet funding requirements of the Issuer for on-lending purposes.
Rating of Instrument	Minimum "BWR BBB-"from Brickworks Ratings
Eligible Investors	All person(s)/entities eligible to invest in the Debentures, subject the prevalent guidelines.
Type of Instrument	Secured Rated Listed Redeemable Non-Convertible Debentures (NCDs)
Nature of the Instrument	Secured
Series	Series NCD-001
Mode of Issue	Private placement
Total Issue Amount	Rs. 25.00 crores
Tranche Amount	Rs. 7.50 crores
Face Value	Rs. 1,00,000/- Per Debentures
Issue Price	Rs. 1,00,089.59/-per Debenture(including Rs. 89.59 of Accrued interest calculated upto the Pay -in date .)
Tenor	60 months
Deemed Date of Allotment	August 21,2017
Final Redemption date	At the end of 60 th month from the deemed date of allotment I.e. August 21,2022
Coupon Type	1. Fixed Rate for first 3 years from deemed date of allotment 2. Floating Rate Linked to SBI MCLR for the remaining tenor till maturity: Linked to 1 year MCLR of State Bank of India (SBI) + "Spread". Current 1 year MCLR of SBI is 8 %
Fixed Coupon Rate till the First Coupon Reset Date	10.90% pa payable on Monthly Rest
Coupon Spread (Spread)	290 basis points
Coupon Payment Frequency	Monthly and on Redemption
Coupon Reset Dates	At the end of 3 rd year from deemed date of allotment (i.e. the First coupon reset date) & at the end of every 3 months thereafter till maturity (i.e. subsequent coupon reset dates).
Floating Coupon Rate wef the First Coupon reset Date	1 year MCLR of SBI as on the respective reset date(s) plus Spread of 290 bps, payable on monthly rest



Coupon Payment dates	on 21 st of every month (subject to Business Day convention) and on redemption
Principal redemption schedule	In Equal Monthly instalments starting from the end of the 3 rd Month from the deemed date of allotment. (As per Annexure)
Put/Call Option	None
Security	<p>The outstanding NCD amount, together with interest, default interest remuneration of the Trustee, charges, fees, expenses and all other monies due from the Company, shall be secured by (to the satisfaction of the NCD holders):</p> <p>Primary Security</p> <ul style="list-style-type: none"> • Exclusive first charge via a deed of hypothecation over specific standard asset portfolio of receivables ("Company's Receivables"). • Issuer to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favor of the Debenture Trustee (for the benefit of the Debenture holders) ("Monthly Hypothecated Asset Report"). • Revaluation and replacement of security: The Company's Receivables provided as Security shall be current. If a Company's Receivables becomes delinquent over 90 days, such receivable shall be replaced within 15 days. <p>Minimum Security Cover of 1.10 times to be maintained on the outstanding NCD amount of the Debentures at all times during the tenure of the NCDs.</p> <ul style="list-style-type: none"> • Pari passu charge over the immovable property of the Company. If the Company is desirous of creating any further charge on the Immovable Property, the Company shall be entitled to do so without requiring the consent of, the Debenture Trustee. <p>Eligibility Criteria for the Company's Receivables</p> <ul style="list-style-type: none"> • Company's Receivables must be standard • Company's Receivables are existing at the time of selection, and have not been terminated or prepaid • Company's Receivables should not have been restructured or rescheduled; • All loans hypothecated under the deed of hypothecation should comply with NHB norms and guidelines. <p>The Company shall promptly and in no event later than 30 (thirty) calendar days from the date on which the value of the assets falls below the Minimum Security Cover, create additional Security Interests over such additional assets and</p>



	properties of the Company (which are acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holders)) as may be required to maintain the Minimum Security Cover and shall execute such deeds, documents and writings and do such acts and things in this regard as may be required by the Debenture Trustee.
Security Creation/Cover	Security to be created/ perfected within 60 calendar days of Issue Date. In case security cover fall below the required cover, the Issuer to pay 2% per annum additional interest over applicable coupon for the period till the security cover is restored back to the requisite levels.
Post Dated Cheques	Post Disbursement on the first Pay-in date itself, the Issuer shall provide, Post dated cheques to be issued as security by the Issuer towards all interest and instalments of principal payment alongwith 4 undated cheques for an amount not exceeding the principal amount of the facility, to be signed by Mr. Vinod Jain. The Interest and Principal repayment to be serviced by way of RTGS to the Debentureholder/s.
Personal guarantee	Unconditional & Irrevocable Personal guarantees of Mr. Vinod Jain for all the dues under the NCD. Such guarantee will rank superior to all unsecured debt facilities of the Issuer.
Financial Covenants	<ul style="list-style-type: none"> a) Capital Adequacy Ratio of atleast 20% or as per applicable NHB regulation, whichever is higher b) Company to maintain a minimum Networth of Rs. 30 crores c) Earnings: After-tax Net (excluding extraordinary income) Income to remain positive during the tenor of the NCDs d) Any other additional covenant as may be mutually agreed and shall form a part of the transaction documents.
Holding Covenant	Mr. Vinod Jain to remain the Company's Managing Director and also remain part of the Promoter Group of the company. The Existing Promoter Group to maintain a minimum shareholding of 51% till the tenor of the NCD. Any Change in the above, the Issuer to seek a prior written consent of the debenture holders.
Credit Rating	<p>Issuer to maintain the below mentioned criteria/s during the tenor of the NCDs:</p> <p>In the event of the Credit rating of the Issuer is downgraded below "BBB-" by any rating agency or the long term rating of the instrument is withdrawn/suspended, the Debenture Holders shall have the option to require the Company to redeem the Debentures along with accrued interest ("Optional Accelerated Redemption") within 45 days from the date of such an occurrence."</p> <p>Upon the exercise of the 'Optional Accelerated Redemption' option by the Debenture Holders, the Debenture Trustee shall issue a notice to the Company for</p>



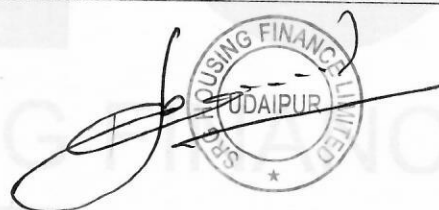
	<p>redemption of all amounts outstanding in relation to the Debentures (including any unpaid principal, accrued but unpaid Coupon, Default Interest (if applicable) as on the date of exercise of the 'Optional Accelerated Redemption' Option ("Optional Accelerated Redemption Date").</p> <p>The Company shall be required to make payment of the aggregate amounts outstanding in relation to the Debentures, including any unpaid Principal Amount, accrued but unpaid Coupon, Default Interest (if applicable) and liquidated damages (if applicable) within 45business days of the Optional Accelerated Redemption Notice.</p>
Step Up Coupon Rate	In the event of the Credit rating of the Issuer is downgraded below the Current rating by any Credit Rating Agency, the Coupon Rate for the balance period would increase 0.50% p.a. for each notch downgrade in rating and the same will be with effect from the rating downgrade date.
Day Count Basis	Actual / Actual
Listing	<p>The debentures shall be Listed on the WDM segment of BSE.</p> <p><i>The Company shall forward the listing application to the designated exchange within the 15 days from the Issue Date.</i></p> <p><i>In case of delay in listing of the debt securities beyond 20 days from the Issue Date, the Company will pay penal interest of 1% p.a. over the coupon rate from the expiry of 30 days from the Issue Date till the listing of such debt securities to the investor.</i></p>
Representations and Warranties of the Issuer	As mentioned in the caption titled "Representations And Warranties Of The Issuer" in the Shelf Disclosure document to the Issue. The Representations and Warranties shall be continuous in nature and shall be deemed to occur on every day till redemption of the Debentures.
Minimum Application size and in multiples Debt Security thereafter	The minimum application size for the Issue shall be 100 Debentures and in multiples of 1 Debenture thereafter.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depositories	NSDL/CDSL
Business Day	Any being a day excluding Saturdays, Sundays or public holiday in Mumbai & Udaipur, Rajasthan.
Business Day Convention	If any Coupon Payment Date or the due date for the performance of any event falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact.



	If the Redemption Date/Maturity Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment.
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.
Transaction Documents	<ul style="list-style-type: none"> i. Debenture Trustee Agreement, which confirms the appointment of a SEBI Registered Debenture Trustee by the Issuer as the Debenture Trustee ("Debenture Trustee Agreement"); ii. Board Resolution dated August 19, 2017 authorizing issue of Debentures offered under terms of this Disclosure Document. iii. Shareholder Resolution dated September 30, 2017 authorizing the issue of Non-convertible debentures by the Company upon such terms as the Board may think fit, upto an aggregate limit up to Rs. 50 Crores at any time. iv. Shareholder Resolution dated September 30, 2017 authorizing the borrowing by the Company and the creation of security upon such terms as the Board may think fit, upto an aggregate limit up to Rs. 500 Crores at any time v. Valid Credit Rating Letter & Rationale vi. Trustee Consent Letter vii. Debenture Trust Deed, viii. Deed of Hypothecation ix. Shelf Disclosure Document and Issue Addendums for each tranche/series ; x. PAS-4 xi. Personal Guarantee of Mr. Vinod Kumar Jain xii. Undertaking from the Issuer mentioning all the borrowing facilities of the Company are standard in nature. <p>Such other documents as agreed between the Issuer and the Debenture Trustee.</p>
Conditions Precedent to Disbursement	<ul style="list-style-type: none"> 1. Execution of Shelf Disclosure Document 2. Valid Credit Rating Letter & Rationale 3. Trustee Consent Letter 4. Resolution of the Company's Borrowing & Resource Committee authorizing this Issue 5. Resolution of the Company's board of directors authorizing the issuance of debentures 6. Resolution of the shareholders of the Company under 180(1)(c) of the Act 7. Resolution of the shareholders of the Company under Section 42 of the Act 8. Undertaking from the Issuer mentioning all the borrowing facilities of the Company are standard in nature. 9. Post Dated Cheques towards all Interest and Principal along with 4



	undated cheques for an amount not exceeding the principal amount of the facility.
Conditions Subsequent to Disbursement	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the respective Issue Date:</p> <ol style="list-style-type: none"> 1. the Company shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (two) Business Days from the Issue Date of the respective Series; 2. the Company will ensure the listing of Debentures on the WDM segment of BSE; 3. 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 the Debentures with the ROC and SEBI with the prescribed fee within 30 (thirty) days from the date of the Private Placement Offer Letter 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 Issue Date of Debentures along with a list of the Debenture Holders and with the prescribed fee or such other time as prescribed by law whichever is earlier; and 4. 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 relevant series of Debentures along with a copy of the Private Placement Offer Letter with ROC and SEBI within 30 (thirty) days from the date of the Private Placement Offer Letter or such other time as prescribed by law whichever is earlier; 5. Execution of any other documents as customary for transaction of a similar nature and size.
Right to Re-purchase and Re-issue the Debenture	In lines of the Companies Act 2013, the Company will have power from time to time to repurchase a part or all of the Debentures from the secondary markets at any time prior to the date of maturity, subject to prevailing guidelines, rules/regulations of National Housing Bank, the Securities and Exchange Board of India, and other Authorities.
Default Interest Rate/Additional Interest Rate / Penal Charges	<p>Without prejudice to any other rights and remedies available to the Debenture Trustee pursuant to the terms of Transaction Documents:</p> <ol style="list-style-type: none"> a) If, at any time, a Payment Default occurs, the Company agrees to pay additional interest at the rate of 4% (Four Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a Payment Default until such Payment Default is cured or the Debentures are fully redeemed. b) If the Company fails to create charge on or before the expiry of 60 days from the respective Issue Closure Date, then the Company shall, at the option of the Debenture Holders, either (i) return the subscription



	<p>amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with.</p> <p>c) If, at any time, a breach of any terms, covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents, the Issuer agrees to pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a breach, until the Debentures are fully redeemed or till the covenants criteria has been replenished.</p>
Affirmative Covenants	<ol style="list-style-type: none"> 1. To utilise the proceeds of this issue in accordance with applicable laws and regulations 2. To comply with corporate governance, fair practices code prescribed by the NHB 3. Notification of any potential Event of Default or Event of Default 4. Obtain, comply with and maintain all licenses/authorizations 5. Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be finalized during documentation) 6. 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 7. Permit visits and inspection of books of records, documents and accounts to debenture holders as and when required by them 8. Comply with any monitoring and/so servicing requests from Debenture Holders.
Negative Covenants	<p>The Issuer shall not undertake to do any of the following:</p> <ol style="list-style-type: none"> 1. M&A, acquisition, restructuring, amalgamation without prior written consent to Debenture Holders over and above 10% of the Networth of the Issuer in a financial year 2. The Issuer shall not, without the written consent to Debenture Holders, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its payment obligations in relation to the Debentures. 3. The issuer will not reduce its share capital without the Debenture Holders' prior written consent 4. Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would



	<p>have a Material Adverse Effect, without prior consent of the Debenture Trustee</p> <ol style="list-style-type: none"> 5. Issuer shall not change its financial year-end from 31st March (or such other date as may be approved by Debenture Holders) without prior consent of the Debenture Trustee. This consent would not be required if the change is regulatorily or statutorily mandated. 6. Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business, to be with prior written consent to the debenture holder 7. No dividend, if an Event of Default has occurred and is subsisting 8. Not undertake any new major new business outside financial services or any diversification of its business outside financial services, without prior consent to NCD holders.
Reporting Covenants	<ol style="list-style-type: none"> 1. Quarterly Reports – within 45 (Forty Five) calendar days from the end of the each financial quarter <ol style="list-style-type: none"> a. Information on financials, operations, portfolio growth and asset quality (static portfolio cuts, collection efficiency and portfolio at risk data), funding data, in formats acceptable to the Debenture Holders b. Details & Terms of other borrowings, including NCDs availed by the Issuer in the relevant quarter c. List of NCD & other Capital market instrument holders d. List of Board of Directors e. Shareholding Pattern f. Financial covenant compliance certificate signed by Director or the Chief Financial Officer g. Copy of returns filed with the National Housing Bank ("NHB") and the SEBI(as applicable) h. Information on: <ol style="list-style-type: none"> i. Material changes to IT/MIS system ii. Change in credit bureaus used iii. Revision in Business Plan iv. Changes in accounting policy v. Any fraud amounting to more than 1% of Gross Loan Portfolio 2. Annual Reports – within 120 (One Hundred and Twenty) calendar days from the end of each financial year <ol style="list-style-type: none"> a. Audited financial statements b. A certificate from a Director/Chief Financial Officer confirming that there is no Potential Default or Event of Default; and c. Copy of all annual information submitted to the NHB 3. Event Based Reports – within 2 (Two) Business days of the event occurring <ol style="list-style-type: none"> a. Change in Shareholding Structure b. Change in senior management officials (any CxO or equivalent) c. Board approval of annual business plan



	<ul style="list-style-type: none"> d. Change in the constitutional documents of the Company e. Material Adverse effect f. Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect g. Winding up proceedings h. Any Event of Default or Potential Default
Material Adverse Effect definition	<p>"Material Adverse Effect" means in relation to any entity, the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (i) the financial condition, business or operation of the entity which in the opinion of the Debenture Trustee is prejudicial to the ability of the entity to perform its obligations under the Transaction Documents; (ii) the ability of the entity to perform its obligations under the Transaction Documents; or (iii) the legality, validity or enforceability of any of the Transaction Documents.</p>
Events of Default	<p>Each of the following shall constitute an Event of Default with respect to the Debentures and shall be set out in the Transaction Documents:</p> <ul style="list-style-type: none"> (i) The Issuer does not pay on the Due Date(s) any amount payable pursuant to the Trust Deed of the NCDs (whether at scheduled maturity, by acceleration, as a result of Debenture Holders exercising the Optional Accelerated Redemption or otherwise) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (one) working day of its due date; (ii) Except for point (i), The breach of any terms, covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents including maintenance of Security Cover and such breach has continued for a period of 30 (Thirty) calendar days (iii) The Issuer fails to create charge over security within 60 calendar days from the Issue closure Date . (iv) The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness; (v) Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee / Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made. (vi) There shall have occurred Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 30 (Thirty) calendar days. (vii) Any corporate action, legal proceedings or other procedure or step is taken in relation: <ul style="list-style-type: none"> (a) the suspension of payments, a moratorium of any indebtedness,



- winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;
- (b) composition, compromise, assignment or arrangement with any creditor of the Company;
- (c) the appointment of a liquidator, receiver or similar other officer in respect of the Issuer, a composition, compromise, assignment or arrangement with any creditor of the Issuer,
- (d) enforcement of any security over any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction
- (e) any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in clauses (a), (b), (c) and (d) above.
- (viii) The Shelf Disclosure Document or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Issuer.
- (ix) It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Issuer under any Transaction Document are not or cease to be valid, binding or enforceable.
- (x) The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.
- (xi) Any of the Transaction Documents failing to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests becoming unlawful, invalid or unenforceable.
- (xii) Any Governmental Authority condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the Security) of the Company or of its share capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations.
- (xiii) The Issuer's organizational status or any licenses or franchise is revoked or suspended by any government agency or authority after the Issuer has exhausted all remedies and appeals relating thereof
- (xiv) The listing of the NCDs, if any, ceases or is suspended at any point of time prior to the Maturity Date, except if the NCDs are delisted in accordance with the consent of the Majority Debenture Holder(s).
- (xv) The Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.
- (xvi) **Cross default:**
An event of default shall arise if the Issuer:
- 1) defaults in any payment of Financial Indebtedness beyond the period of

grace if any, provided in the instrument or agreement under which such Indebtedness was created; or

- 2) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial 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
- 3) due to any default or an event of default, any Financial 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.

"Financial Indebtedness" means in relation to an entity any indebtedness without double counting for or in respect of:

- a) moneys borrowed;
- b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialized equivalent;
- c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value if payable by a borrower under each such transaction shall be taken into account);
- h) shares which are expressed to be redeemable or (B) any shares or instruments convertible into shares which are the subject of a put option or any form of buyback guarantee granted by the issuer issuing such shares or convertible instruments;
- i) any obligation under any put option including any form of guarantee, letter of comfort, short fall undertaking, keep fit letter or indemnity in respect of any shares or instruments convertible into shares issued by another entity;
- j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above, and includes all Financial Indebtedness in respect of any of the items referred to in paragraphs (a) to (k) above which the relevant person has irrevocably committed to incur (whether by way of issue of an irrevocable drawdown notice (or equivalent), guarantee of any such Financial



	Indebtedness which has been similarly committed to be incurred or otherwise), notwithstanding that no actual liability or debt exists at the time of such consideration.
Consequences Of Events Of Default	On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Debenture Holder(s): i. declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable; ii. accelerate the redemption of the NCDs; iii. Encashment of the PDCs ; iv. Invocation of Personal Guarantee; v. Enforce specific security hypothecated in favour of debenture trustee in such a manner as the Debenture Holders may deem fit; vi. Exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
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 Udaipur and Chennai and as more particularly provided for in the Debenture Trust Deed.
Debenture Trustee	Catalyst Trusteeship Ltd
Issue Schedule	
Issue Opening Date	October 24, 2017
Pay -in Date	October 24, 2017
Issue Closing Date	October 24, 2017

For SRG HOUSING FINANCE LIMITED


Vinod K. Jain
Managing Director
DIN: 00248843

