

Signature : 
Name : Manisha Singh
Designation : Company Secretary
Date : 13/08/2018

SUMMARY TERM SHEET

Issuer	Saija Finance Private Limited
Issue Size	Rs. 10 Cr.
Objects of the Issue	The proceeds of the Issue would be utilized by the Company to meet the funding requirements of the Issuer for the energy efficiency and renewable energy portfolio.
Instrument	Non- Convertible Debenture
Nature and status of Bonds	Listed Non- Convertible
Issuance Mode	Demat
Convertibility	Non – Convertible
Trading Mode	Demat Only
Credit Rating	BBB-
Face Value	Rs 10,00,000
Premium/ Discount on Issue	N.A.
Issue Price	Rs. 10,00,000 Per Debenture
Premium/ Discount on redemption	N.A.
Maturity	60 Months
Redemption/ Maturity Date	30 July' 2023
Lock-in-Period	NA
Minimum Application	Rs 10,00,000 Per Debenture
Put Option	Yes (At the end of 36 Months)
Call Option	Yes (At the end of 36 Months)
Call Option Price	Amount equivalent to the face value of all the Series 2 Debentures and Interest, due and payable and other unpaid interests, additional amounts as described in detail in the debenture Trust Deed.
Call Notification Time	At the end of 36 Months
Coupon Rate	12.7227% p.a.(is exclusive of current withholding tax rate of 5.46%)
Step Up/ Step Down Coupon Rate	N.A.
Coupon Payment Frequency	Half -yearly
Coupon / Interest Payment Date	30-Jan-19 30-July-19 30-Jan-20 30-July-20 30-Jan-21 30-July-21 30-Jan-22 30-July-22 30-Jan-23 30-July-23
Coupon Type	Simple
Coupon Reset Process (including rates,	The Coupon Rate on the series 2 Debentures may be reset by the Debenture Trustee subject to obtaining the approval of the majority Debenture Holders, which

spread, effective date, interest rate cap and floor etc)	approval shall be provided at least 15 (Fifteen) calendar days prior to the 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 Issuer shall continue to have the right to exercise the call.
Default Interest Rate	3% above the interest rate
Day Count Basis	Actual/Actual
Interest on Application Money	12.7227% (Net of withholding tax)
Listing	BSE Ltd.
Trustees	Catalyst Trusteeship Limited
Depository	NSDL
Registrars	Link Intime India Private Limited
Settlement	RTGS
Business Day Convention	Any day of the week (Excluding Saturdays, Sundays and any day which is a public holiday) on which banks are normally open for Business in Mumbai, India and New York, United States.
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amount due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.
Payment Mode	RTGS/NEFT
Eligible Investors	Microfinance Initiative for Asia (MIFA) Debt Fund SA, SICAV-SIF
Non-Eligible classes of Investors	N.A.
Transaction Documents	Deed of Hypothecation, Shelf Disclosure Document, Debenture Trustee Agreement, Debenture Trust Deed, and Private Placement offer Letter.
Conditions precedent to subscription of Bonds	As customary for transaction of a similar nature and size, including but not limited to the following conditions: 1. Execution of Shelf Disclosure Document/, Supplemental Disclosure Document, Private Placement Offer Letter and Deed of Hypothecation; 2. Such other undertaking as may be required from the Company
Conditions subsequent to subscription of Bonds	1. Filing of the relevant documents <i>inter alia</i> private placement offer letter(s), return of allotment etc. with the Registrar of Companies within the timelines specified under the rules under the Companies Act, 2013. 2. Completion of the listing of Series 2 Debentures on BSE within 15 (Fifteen) calendar days from the Deemed Date of Allotment. 3. Filing of the relevant form with the Registrar of Companies for the registration of charge over the Hypothecated Assets. 4. Execution of any other documents as customary for transaction of a similar nature and size. 5. The Issuer shall also obtain a legal opinion on the enforceability of the Transaction Documents.
Cross Default	If the Company, in regards to any Financial Indebtedness (A) defaults in any payment of any Financial Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created or (B) 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 Financial Indebtedness to become due prior to its stated maturity; or (C) due to any default or an event of default, 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, (whether or not such right shall have been waived) prior to the stated maturity

	thereof, independent guarantor or as a surety) for the payment or repayment of borrowed money, whether present or future, actual or contingent.
Role and Responsibilities of Trustees	<p>(i) 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;</p> <p>(ii) The Debenture Trustee shall be at liberty to keep these presents at their registered office or elsewhere or if the Debenture Trustee so decide with any banker or company whose business includes undertaking the safe custody of documents or with any advocates or firm of solicitors, provided however that the Debenture Trustee shall be responsible for any loss incurred in connection with any such deposit and the Debenture Trustee may pay all sums required to be paid on account of or in respect of any such deposit;</p> <p>(iii) Save as herein otherwise expressly provided the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof;</p> <p>(iv) With a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally;</p> <p>(v) The Debenture Trustee shall not be responsible for the monies paid by applicants for the Debentures;</p> <p>(vi) The Debenture Trustee shall have full power, in consultation with the Debenture Holder(s), to determine all questions and doubts arising in relation to any of the provisions hereof and every such</p>
Governing Law and Jurisdiction	This Agreement shall be governed by and construed in accordance with the laws of India.
Additional Covenants	Specific deliverables on Energy Efficiency & Renewable Energy portfolio will be determined.
Applicable RBI Guidelines	As per SEBI FPI Regulations 2014 as updated from time to time.
Prohibition on Purchase/ Funding of Bonds	N.A.
Issue Opening Date	25 July 2018
Issue Closing Date	30 July 2018
Pay In Dates	25 th July 2018 to 30 th July 2018
Deemed Date of Allotment	30 th July 2018