

# Jana Holdings Limited

Jana Holdings Limited  
(JHL or “the Company”)

## Key Terms & Conditions for the Proposed NCD facility

Terms	Details
Issuer	Jana Holdings Ltd
Target	Janalakshmi Financial Services Ltd., to convert to Jana Small Finance Bank Ltd.
Target Shares/ Collateral Shares	Fully paid up shares of the target held by the borrower
Parent	Jana Capital Ltd
Debenture/Security Trustee	Catalyst Trusteeship Limited
Type of Instrument	Non-Convertible Debentures
Nature of Instrument	Secured, Rated, Listed, Redeemable, Non-Convertible Debentures (“NCDs/Debentures”)
Issue Price	Rs. 10,00,000/- (Rupees Ten Lakh only) per Debenture
Face Value	Rs. 10,00,000/- (Rupees Ten Lakh only) per Debenture
Mode of Issue	Private placement
Coupon / Yield Rate	4.97% (Four Decimal Point Nine Seven Percent) p.a. for Series F Debentures 5.00% (Five Decimal Point Zero Zero Percent) p.a. for Series G Debentures
Coupon Payment Frequency	Annually
Coupon Type	Fixed Coupon
Coupon Reset Process	Not Applicable
Day Count Basis	Actual / Actual
Put Option	None
Call Option	None
Listing	Debentures are to be listed on the WDM of the BSE within a maximum period of 15 (Fifteen) calendar days from the Deemed Date of Allotment.  In case the Debentures are not listed within 15 (Fifteen) calendar days of Deemed Date of Allotment for any reason whatsoever, the Issuer shall immediately redeem the Debentures. Further, in the event the Debentures are not listed within 15 (fifteen) calendar days from the Deemed Date of Allotment and not redeemed, default interest shall accrue on the outstanding principal amount of the Debentures from the expiry of 15 (Fifteen) calendar days from the Deemed Date of



	Allotment till the date of redemption of such Debentures, at the rate of 18.5% (Eighteen decimal Five Percent) p.a.
<b>Rating of Instrument</b>	For Series F Debentures: <b>PP-MLD[ICRA] BB</b> For Series G Debentures: <b>PP-MLD[ICRA] BB</b>
<b>Issue Size</b>	<b>Issue of 1000 (One Thousand) Secured, Rated, Listed, Redeemable, Non-convertible Series F Debentures of face value of Rs.10,00,000/- (Rupees Ten Lakhs only);</b>  <b>Issue of 830 (Eight Hundred and Thirty) Secured, Rated, Listed, Redeemable, Non-convertible Series B Debentures of face value of Rs.10,00,000/- (Rupees Ten Lakhs only);</b>  <b>each on a private placement basis, aggregating to Rs. 183 crores (Indian Rupees One Hundred and Eighty Three Crores only) (the "Issue").</b>
<b>Use of Proceeds</b>	Investment in Target company as CET1 equity, barring agreed upon retention for expenses.
<b>Maturity</b>	5 years 8 months from 28 <sup>th</sup> September 2017 (28 <sup>th</sup> May 2023)
<b>Issue Timing</b>	Issue Opening Date: 03 <sup>rd</sup> October 2017 Issue Closing Date: 06 <sup>th</sup> October 2017 Pay-in Dates: 06 <sup>th</sup> October 2017 Deemed Date of Allotment: 06 <sup>th</sup> October 2017
<b>Issuance mode of the Instrument</b>	Demat only
<b>Trading mode of the Instrument</b>	Demat only
<b>Settlement mode of the Instrument</b>	RTGS
<b>Depositories</b>	NSDL
<b>Voluntary Early Redemption</b>	Subject to Applicable Law, the issuer may redeem in full, all or part of the Debentures then outstanding at any time 3 years after the date of allotment, with the payment of the accrued IRR till 1 month prior to the early redemption date.
<b>Compulsory Early Redemption</b>	The issuer shall apply the cash consideration received from sale of all or some of the SFB Pledged Shares pursuant to the Listing Event (to the extent required to redeem the Debentures in full under this Deed) after providing for net of applicable Tax for redemption of the Debentures.
<b>Equity Upside Return</b>	Equity Upside payable in accordance with the Valuation formula (mentioned below) upon repayment, to be settled in cash.
<b>Base IRR</b>	XIRR of 16.5%, computed for 5 years and 8 months from 28 <sup>th</sup> September 2017, thereafter 16.5% p.a. simple interest.
<b>Additional IRR</b>	XIRR, in addition to the Base IRR, calculated in accordance with the valuation formula (given below), <i>provided that the aggregate of the</i>



	Base IRR and the Additional IRR payable on the principal amount of the Debentures shall not, at any time, exceed an IRR of 25%.
Valuation Formula	Additional IRR = [(Value of equity shares of the Target Company on the Maturity Date / Value of equity shares of the Target Company on the relevant Deemed Date of Allotment) ^ Number of years to Maturity Date of the Debentures -1]*100 - 16.5
Security	Security provided for securing the Debentures and for discharge of the Payments shall consist of a first ranking exclusive pledge created over (a) the SFB Pledged Shares by the Company, (b) the Parent Company Pledged Shares by JUF, and (c) Non-Disposal Undertaking for JHL's holding in Target company, each in favour of the Debenture Trustee (acting for the benefit of the Debenture Holders) under or pursuant to the relevant Pledge Agreement. The company shall, at all times, from the Deemed Date of Allotment in respect to the first series of the Debentures until the Final Settlement Date, maintain the Security Cover of at least 1.4.
Governing Law	Indian Laws as applicable
Covenants	Including but not limited to: <ul style="list-style-type: none"> <li>• Affirmative covenants: <ul style="list-style-type: none"> <li>• Utilisation of Proceeds</li> <li>• Carrying on operations with Due diligence and efficiency, keeping proper books of accounts.</li> <li>• Ensure that net worth is positive.</li> <li>• Listing of Debentures</li> <li>• Preserve Corporate Status</li> <li>• Furnishing information to Trustee</li> </ul> </li> <li>• Reporting covenants</li> <li>• Negative Covenants: <ul style="list-style-type: none"> <li>• No Change of Business</li> <li>• No Merger, Restructuring etc</li> </ul> </li> <li>• Financial Covenants: <ul style="list-style-type: none"> <li>• Capital adequacy Ratio to be maintained as per RBI Norms in respect of itself and the Target Company. The Company shall comply and ensure that the Target Company complies with the applicable prudential norms and regulations under Applicable Law.</li> </ul> </li> </ul>
Representations and Warranties	The Company makes the representations and warranties to the Debenture Trustee for the benefit of the Debenture Holders and these representations and warranties shall be deemed to be repeated by the Company on every Monthly Date till the Final Settlement Date by reference to the facts and circumstances then existing. <ul style="list-style-type: none"> <li>• Status</li> <li>• Binding Obligations</li> <li>• Non Conflict with other obligations</li> </ul>



	<ul style="list-style-type: none"> <li>• Power and Authority</li> <li>• Validity and admissibility Evidence</li> <li>• No proceedings Pending</li> <li>• No Misleading information</li> <li>• Compliance with Law</li> <li>• Unencumbered Assets</li> <li>• Financial Statements</li> <li>• Solvency</li> <li>• The Company has complied with all the requirements as specified under the respective Tax laws as applicable to it</li> <li>• No Default</li> <li>• No Immunity</li> <li>• Save and except the Security created under the Pledge Agreements to secure the Debentures, the Pledged Shares are the sole and absolute property of the Company and JUF</li> <li>• Neither the Company nor any of its directors have been declared to be a wilful defaulter.</li> <li>• No Indebtedness other than disclosed</li> <li>• Compliance with Anti-Corruption Laws</li> <li>• Compliance with Anti money laundering laws</li> <li>• OFAC</li> </ul>
Documentation	<p>The Documents are as follows:</p> <ul style="list-style-type: none"> <li>• Debenture Trust Deed</li> <li>• Share Pledge Agreement, including JUF</li> <li>• Information Memorandum</li> </ul>

For Jana Holdings Limited



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Authorised Signatory



Date: 03<sup>rd</sup> October 2017