

SUMMARY TERM SHEET

issuer	Capital First Limited (CFL)
Issue Size	Rs. 340 crores
Objects of the Issue	The issuer shall use the proceeds from the issue of the Debentures pursuant to the Debenture Trust Deed to finance the growth of its WoE portfolio during the tenor of the Debentures.
Instrument	Unlisted, Rated, Secured, Redeemable, Non-Convertible Debentures ("Debentures / NCD / NCDs").
Nature and status of Bonds	Senior Secured
Issuance Mode	Demat Only
Convertibility	NA
Trading Mode	Demat Only
Credit Rating	"AA+" by CARE Ratings Limited
Face Value	Rs.10,00,000/- (Rs. Ten Lacs Only)
Premium/ Discount on Issue	NA
Issue Price	Rs.10,00,000/- (Rs. Ten Lacs Only)
Premium/ Discount on redemption	NA
Redemption/ Maturity Date	May 15, 2023
Lock-in-Period	NA
Minimum Application	10
Put Option	NA
Call Option	NA



Capital First Limited

Date

Call Option Price	NA
Call Notification Time	NA
Coupon Rate	8.24 % P.a. payable Semi annually
Step Up/ Step Down Coupon Rate	NA
Coupon Payment Frequency	Annual
Coupon / Interest Payment Date	May 15, 2018, November 15, 2018, May 15, 2019, November 15, 2019, May 15, 2020, November 15, 2020, May 15, 2021, November 15, 2021, May 15, 2022, November 15, 2022, May 15, 2023 being maturity date. # Subject to business day convention
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, etc)	NA
Default Interest Rate	<p>Without prejudice to the other rights of the Debenture Trustee,</p> <p>a) In case of default of payment of interest and / or principal redemption on the due date, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer from the date of the occurrence of such default until the default is cured or the NCDs are redeemed pursuant to such default, as applicable;</p> <p>b) In case of delay in listing of the NCDs beyond 15 days from the Deemed Date of Allotment, the Issuer will pay additional interest of at least 2 % p.a. over the Coupon Rate from the expiry of 15 days from the Deemed Date of Allotment till due listing of such NCDs.</p>
Day Count Basis	Actual/ Actual
Interest on Application Money	The Company shall be liable to pay the Debenture Holders, interest on application money at the Coupon Rate for the period commencing from the date on which the Debenture Holders have made payment of the application monies in respect of the Debentures to the Company and ending on one Business Day prior to the Deemed Date of Allotment. The interest on

Interest	application monies, if any, shall be paid by the Company to the Debenture Holders within 7 (Seven) Business Days from the Deemed Date of Allotment.
Trustees	Catalyst Trusteeship Limited
Depository	NSDL/CDSL
Registrars	Link Intime India Private Limited
Settlement	Payment of interest and principal will be made by way of Cheque/s DD's /Electronic mode.
Business Day Convention	Means a day (other than a Sunday or a Bank holiday) on which banks are open for general business in Mumbai. If the due date for payment of coupon falls on a day that is not a Business Day, then the due date in respect of such payment shall be the next Business Day. If the Redemption Date is not a Business Day, the Redemption Amount shall be paid on the previous Business Day.
Record Date	15 days prior to any payment due and Redemption date
Payment Mode	RTGS / NEFT
Eligible Investors	<ul style="list-style-type: none"> • Provident Funds, Superannuation Funds and Gratuity Funds • Mutual funds; • Companies, Bodies Corporate and Societies; • Insurance Companies; • Commercial Banks, Financial Institutions; • Regional Rural Banks; • Co-operative Banks; and • NBFCs and Residuary NBFCs • Foreign Portfolio Investors • FPIs • SEBI registered foreign institutional investors ("FIIs") and sub-accounts of FIIs or any other investor authorized to invest in these NCDs • Any other investor authorized to invest in these NCDs
Transaction Documents	<p>Means collectively:</p> <p>(a) the Debenture Trust Deed;</p> <p>(b) this Disclosure Document;</p> <p>(c) the Debenture Trustee Agreement;</p> <p>(d) the Deed of Hypothecation;</p> <p>(e) the Fee Letter;</p>



	<p>(f) the Rebate Payment Letter;</p> <p>(g) the letters issued by the Trustee and Credit Rating Agency;</p> <p>(h) the letters appointing the Registrar and Transfer Agent with respect to the issuance of the Debentures;</p> <p>(i) the agreement entered into between the Registrar and Transfer Agent and the Issuer, with respect to the issuance of the Debentures;</p> <p>(j) the agreement between the issuer, its Registrar and Transfer Agent and the Depository;</p> <p>(k) the consent letters obtained from the existing lenders of the Issuer and all other documents in relation to the issuance of the Debentures; and any other document designated as a Transaction Document by the Trustee or the Debenture holders.</p>
Conditions precedent to subscription of Bonds	As per Schedule II of the Debenture Trust Deed.
Conditions subsequent to subscription of Bonds	As per Schedule III of the Debenture Trust Deed.
Cross Default	<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 created; or</p> <p>B. any Indebtedness of the Company is declared to become due and payable prior to its specified maturity as a result of an event of default (however described).</p> <p>Any encumbrance over any assets of the Company to secure any Financial Indebtedness (other than the Debentures) is enforced by any lender</p>
Role and Responsibilities of Trustees	As per Debenture Trust Deed.
Governing Law and Jurisdiction	The debentures and documentation will be governed by and construed in accordance with the Indian Laws and the parties submit to the non-exclusive jurisdiction at Mumbai.



Additional Covenants	<ul style="list-style-type: none"> 1. The Debentures shall be secured by way of charge in terms hereof, as more particularly stated against the title 'Security' as mentioned hereinabove. 2. The Issuer hereby expressly agrees that the Investor may in its sole discretion assign or transfer its rights, title and interest in the Debentures to any other person. 3. The Issuer agrees, declares and confirms that the amount so provided in terms hereunder shall be utilized solely for the Purpose mentioned within the preview of RBI regulations Any other covenants which are customary to the nature of transaction
Prohibition on Purchase/ Funding of Bonds	NA
Issue Opening Date	May 03, 20218
Issue Closing Date	May 04, 20218
Pay In Dates	May 04, 20218 (hereinafter referred as Date of Disbursement/Banking Date)
Deemed Date of Allotment	May 04, 20218

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