


**INDICATIVE TERM SHEET FOR INVESTMENT IN
NON-CONVERTIBLE DEBENTURES TO BE ISSUED BY
SATIN CREDIT CARE NETWORK LIMITED
Under GoI PCG Scheme**

DESCRIPTION	PARTICULARS								
Issuer/Company	Satin Creditcare Network Limited								
Debenture Trustee	IDBI Trusteeship Services Limited								
Structurer & Arranger	Vivriti Capital Private Limited								
Rating	CARE A-								
Legal Counsel	Wadia Ghandy & Co.								
Issuance	Rated, Listed, Fully Paid-up, Senior, Secured, Redeemable, Taxable, Non-Convertible Debentures ("NCDs" or "Debentures")								
Issuance Size	INR 100,00,00,000 (Indian Rupees Hundred Crores)								
GoI Partial Credit Guarantee (PCG)	INR 20,00,00,000 (20% of Issuance Size)								
Interest Rate / Coupon	10.25% Coupon per annum payable semi-annually								
Coupon/ Interest Payment Frequency	Semi- Annually								
Interest Type	Fixed								
Tenor	18 months from Deemed Date of Allotment								
Trading mode of instrument	Demat only								
Issuance mode of instrument	E-bid platform								
Ranking	<p>Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.</p> <p>Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p>								
Issue Schedule	<table> <tr> <td>Issue Open Date</td><td>August 21, 2020</td></tr> <tr> <td>Issue Close Date</td><td>August 21, 2020</td></tr> <tr> <td>Pay-in Date</td><td>August 24, 2020</td></tr> <tr> <td>Deemed Date of Allotment</td><td>August 24, 2020</td></tr> </table>	Issue Open Date	August 21, 2020	Issue Close Date	August 21, 2020	Pay-in Date	August 24, 2020	Deemed Date of Allotment	August 24, 2020
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Deemed Date of Allotment	August 24, 2020								
End Use	<p>The proceeds of the Issuance will be utilized for the following purposes:</p> <ul style="list-style-type: none"> To meet the temporary liquidity/cashflow mismatches for meeting the commitment, repay existing loans and additional liquidity for on lending purposes The proceeds will be utilized in compliance of guidelines issued under the EPCG scheme; <p>The Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities; or any speculative purposes; or any activity on the Exclusion List; or investment in the real estate sector; 								


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	The Issuer shall be entitled to temporarily invest the funds raised by the Issue in liquid mutual funds and deposits held with scheduled commercial banks for a period not exceeding 90 (ninety) calendar days from the Deemed Date of Allotment.
Issue price	PAR issuance
Security	The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified standard receivables ("Hypothecated Receivables") to maintain the value of security at all times equal to 1.15x (One Decimal One five times) or 115.0% (One Hundred and Fifteen decimal One Zero Percent) the aggregate amount of principal outstanding of the NCDs.
Face value per Debenture	INR 10,00,000 (Indian Rupees Ten Lakh Only)
Issue Price	INR 10,00,000 (Indian Rupees Ten Lakh Only)
Minimum subscription amount	INR 1,00,00,000 (Indian Rupees One Crore Only)
Maturity Date	February 24, 2022
Day count basis	Actual/Actual
Principal Amortization	Bullet
Default Interest Rate/ Additional Interest Rate	<ul style="list-style-type: none"> In case of default in payment of interest and / or principal redemption on the due dates, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period. Letter of Allotment should be made within 30 days of allotment. In the event of delay in execution of Debentures Trust Deed within 3 Months of deemed date of allotment or any other extended period given by the Debenture Trustees & Debentures Holders, the company shall pay penal interest at the rate of 2.00% p.a. over the coupon rate till these conditions are complied with or refund the subscription (i.e. redemption at par) along with other monies/ accrued interest due in respect thereof, at the option of Debenture holders Non- maintenance of security cover will attract penal interest of 2% p.a. over the coupon rate for the period of non- compliance In case of delay in listing of the Debt Securities within 20 days from the deemed date of allotment, the Company will pay penal interest of 2% p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such Debt Securities to the investor
Prepayment	No prepayment is permitted.
Redemption Amount	The sum of the principal outstanding on the Debentures, accrued Coupon, Default Interest payable (if any) and other charges and fees payable.
Record Date	The record date shall be 15 (fifteen) calendar days prior to each Interest Payment Date, or the Redemption Date for determining the beneficiaries of the Debentures for the interest payment and/or principal repayment in relation thereto.
Transaction Documents	<ul style="list-style-type: none"> i. Debenture Trust Deed, ii. Deed of Hypothecation iii. Debenture Trustee Agreement iv. Disclosure Document v. PAS-4 <p>Such other documents as agreed between the Issuer and the Debenture Trustee.</p> <p style="text-align: right;">For SATIN CREDITCARE NETWORK LTD.  Authorized Signatory</p>

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Provisions related to Cross Default	Any default in making any payments of coupons/interest, redemption amounts, default interest or any other monies when due to, or breach of any of the terms of the debenture related documents executed for the benefit of, the Existing Debenture Holders and such default/breach is not cured within the applicable cure periods granted for the same by such debenture holders/their trustee.
Events of Default	<ol style="list-style-type: none"> 1. Default in payment of monies from the due date in respect of Interest and/or Principal Amounts owing upon the Debentures or in payment of any other monies including costs, charges and expenses incurred by the Trustees; 2. Breach in the performance or observance of any covenant, condition or provision contained in the Transaction Documents; 3. Any breach or default in terms of the existing debenture documents executed in relation to the issue and allotment of non-convertible debentures to the Existing Debenture Holders; 4. The end-use not as per the objects of the Issue; 5. The Issuer admits in writing its inability to pay its debt with respect to the Transaction Documents as they mature; 6. A receiver or a liquidator is appointed or allowed to be appointed of all or any part of Issuer's undertaking; 7. The Issuer ceases to carry on its business; or 8. Expropriation, nationalization of assets of the Issuer or assuming control of the Issuer's business by any governmental authority or any approval or permission to carry on the Issuer's material business is revoked by the competent government authority and such disability has not been remedied 9. Any petition for winding-up of the Issuer being instituted or appointment of a receiver or liquidator for any part of the Issuer's property; and 10. Any execution, attachment or restraint has been levied against all or any material part of the Issuer's assets
Conditions Precedent	<p>The Company shall fulfil the following Conditions Precedent the satisfaction of the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date:</p> <ol style="list-style-type: none"> 1. Submission of following documents <ul style="list-style-type: none"> • Execution of Disclosure Document • Credit Rating Letter • Trustee Consent Letter • Disclosure regarding purpose for which the NCDs are being issued and such purposes are eligible for bank finance to NBFCs under the extant RBI guidelines be ensured • Disclosure that issuer is not financing the activities which are not permitted by RBI out of funds raised through Non- SLR securities be ensured. Execution of any other documents as agreed between the Issuer and the Debenture Trustee/ Investor • CA certificate quantifying the total maturing liabilities of the company for 6 months and the maximum amount which the company is eligible to raise under the EPCGS Scheme. • Satisfactory due-diligence of shareholders before investment <p style="text-align: right;">For SATIN CREDITCARE NETWORK LTD.  Authorized Signatory</p>

	<p>2. All corporate approvals from the Board of Directors and shareholders of the Issuer, if applicable, shall have been received for the issuance of the NCDs, and the execution, delivery and performance by the Issuer of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed;</p> <p>3. Execution of the Debenture Trustee Agreement, Deed of Hypothecation, in a form and manner satisfactory to the Debenture Trustee shall have taken place;</p>
Conditions Subsequent	<p>The Issuer shall ensure that the following documents are executed/activities are completed as per the time frame stipulated in the Debenture Trust Deed</p> <ol style="list-style-type: none"> 1. The Issuer shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 5 along with the Information Memorandum and Form PAS 3 along with requisite fee within prescribed timelines; 2. To create, register and perfect the security over the Hypothecated Assets no later than 30 (Thirty) calendar days from the Deemed Date of Allotment or as applicable under relevant regulation and Law, whichever is earlier. 3. Company to comply with all the terms and conditions as per the IM uploaded on BSE/NSE 4. Adherence of the present issue to the SEBI regulations with respect to disclosure norms for issue of debt securities be ensured 5. Provide CA certified ALM on monthly basis to the bank 6. Management Undertaking to be provided for the following: <ol style="list-style-type: none"> i. Company will rework the Asset Liability Structure within three months to have positive ALM in each bucket for the first three months and on cumulative basis for the remaining period ii. CRAR should not go below the Regulatory Requirement and the promoter shall ensure this by infusing equity, where require
Representations and Warranties	As customary for a transaction of this nature and further provided for in the Debenture Trust Deed for the Issue.
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with the laws of India. The Debenture Holders, by purchasing the Debentures, agree that the courts and tribunals at Mumbai shall have exclusive jurisdiction with respect to matters relating to the Debentures.

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