

TERM SHEET

Details of debt securities issued and sought to be listed including face value, nature of debt securities, mode of issue i.e. public issue or private placement, etc. information

Security Name	Secured Redeemable Non Convertible Debentures Series E1
Issuer	India Infoline Finance Limited
Type of Instrument	Redeemable Non-Convertible Debentures
Nature of Instrument	Rated Listed Secured Redeemable Non-Convertible Debentures
Seniority	At par with other secured instruments
Mode of Issue	Private Placement
Eligible Investor	<p>Only the persons who are specifically addressed through direct communication by or on behalf of the Company are eligible to apply for the Debentures. An application made by any other person will be deemed as an invalid application and rejected.</p> <p>Note: Each of eligible investor(s) is required to check and comply with extant rules/regulations/guidelines etc governing or regulating their investments as issued by their respective regulatory authorities and the Company is not in any way, directly or indirectly responsible for any statutory or regulatory breaches by any investor, neither is the Company required to check or confirm the same.</p>
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	<p>The debentures to be issued under this private placement issue are proposed to be listed on wholesale debt Market (WDM) segment of the National Stock Exchange of India Limited. The Company undertakes that the Debentures will be listed within 20 days of the deemed date of allotment. In case of delay in listing of the Debentures, the Issuer will pay penal interest of at least 1% per annum over the coupon rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of such Debentures.</p>
EBP Platform	EBP of the National Stock Exchange of India Limited ("NSE")
Rating of the Instrument	CRISIL AA (Stable Outlook) by CRISIL Limited
Issue Size	Issue of Rs 175 Crores
Objects of the Issue	Refinancing of existing debt, growing asset book, for onward lending, general business purposes
Details of the utilization of the Proceeds	<p>The proceeds of the Issue would be utilized for the general business purposes / activities of the Issuer including refinancing of existing debt, growing asset book, etc. The proceeds will be utilized in compliance with RBI guidelines for banks and will be in compliance with the guidelines as specified in the RBI Master Circular on Bank Finance to Non-Banking Financial Companies.</p>
Frequency of Interest Payment	Annually
Coupon Payment Dates	Annually
Tenor/Maturity Date	1 year and 10 days (375 days)
Coupon Rate	9.50% p.a.
Redemption Date	Tuesday, December 31, 2019



Redemption Amt (INR / NCD)	Rs. 10,05,000/- per debenture (Rupees Ten Lakhs and Five Thousand per Debenture). The Debentures will be redeemed in full at 100.50 per cent. of par along with any accrued interest on the Redemption Date
Step Up/Step Down Coupon Rate	NA
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	NA
Day Count Basis	Actual /Actual
Interest on Application Money	At coupon rate from the date of realization till one day prior to the Deemed Date of Allotment. Such interest is payable within seven business days from the Deemed Date of Allotment.
Default Interest Rate	In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of at least @ 2% p.a. over the coupon rate will be payable by the Company for the defaulting period
Redemption Premium /Discount	The Debentures will be redeemed in full at 100.50 per cent. of par along with any accrued interest on the Maturity Date
Issue Price	At par i.e Rs.10,00,000/- per Debenture (Rupees Ten Lakh per Debenture)
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put option Date	N.A.
Put option Price	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Call/ Put Option Rate	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Record Date for Call/Put Option	N.A.
Face Value	Rs. 10,00,000/- per Debenture (Rupees Ten Lakhs per Debenture)
Minimum Application and in multiples of Debt securities thereafter	10 Debentures and in multiples of 1 Debenture thereafter
Issue Timing 1. Issue Opening Date 2. Issue Closing Date 3. Pay-in Date 4. Deemed Date of Allotment	Thursday, December 20, 2018 Thursday, December 20, 2018 Friday, December 21, 2018 Friday, December 21, 2018
Issuance mode of the Instrument	Demat
Trading mode of the Instrument	Demat



Settlement Mode	The settlement of the Debentures shall be in the form of: A. Cheque B. Demand Draft C. Other Banking Channels - NEFT/RTGS
Depository	NSDL &/or CDSL
Business Day Convention	Should any of the date(s), including the Interest payment date falls on a Saturday or a Sunday or a public holiday or no high value clearing or RTGS is available for any reason whatsoever at the place of issuer's registered/ corporate office, the next working day shall be considered as the effective date. However, for payment of principal amount, previous working day to be considered as effective date*. In case Record Date falls on Saturday/ Sunday / Holiday, the prior Business Day to the said Saturday/ Sunday / Holiday shall be the Record Date. (SEBI Circular No: CIR/IMD/DF/18/2013 dated October 29, 2013 & CIR/IMD/DF-1/122/2016 dated November 11, 2016)
Record Date	15 days prior to interest payment date/redemption date
Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security).	One time Secured (i) by way of first pari passu charge on the Mortgaged Properties; and (ii) by way of first pari passu charge over the Receivables. The Company shall create/has created security in terms of the Debenture Trust Deed. In case of delay in execution of the Debenture Trust Deed, the Issuer will refund the subscription with an agreed rate of interest or will pay a penal interest of at least 2% per annum over the coupon rate till these conditions are complied with, at the option of the Debenture Trustee.
Transaction Documents	1. Disclosure Document 2. Debenture Trustee Agreement 3. Debenture trust Deed 4. Application Form 5. Any other document designated as a Transaction Document by the Debenture Trustee.
Conditions Precedent to Disbursement	As set out in the Debenture Trust Deed
Condition Subsequent to Disbursement	As set out in the Debenture Trust Deed
Events of Default / Terms and Conditions	An event of default shall have occurred upon the happening of any event, as under: <ul style="list-style-type: none"> • Issuer failing to maintain a standalone Capital Adequacy Ratio as per guidelines and regulations issued by SEBI and other applicable laws; • Non-Payment of principal amount and Interest on the due date. • If issuer has taken or suffered any action to be taken for its reorganization, liquidation or dissolution. • The Company shall have voluntarily or involuntarily become the subject of proceedings under bankruptcy or insolvency law including any corporate action, legal proceedings or other



	<p>procedure or step which has been taken (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution).</p> <ul style="list-style-type: none"> • Failure to redeem the Debentures in the event of a Mandatory Prepayment event arising; • Any other conditions as provided in Debenture Trust deed
Rating Downgrade	<p>The External rating of the Debentures shall not downgrade over 1 notch.</p> <p>In the event of such downgrade that the rating falls by more than 1 notch ("Rating Downgrade"), the pricing on the Debentures shall be reset at a mutually acceptable level to the Company and the Debenture Holders.</p>
Mandatory Prepayment	<p>If any of the following events occur (each a "Mandatory Prepayment Event"), the Debenture Holders can request the Company for mandatory prepayment by sending a written notice to the Company for mandatory prepayment of the Debentures ("Mandatory Prepayment Notice"). Subject to applicable laws, the Company shall redeem all the Debentures at 100.50 per cent. of par value of the Debentures and repay all amounts within 7 (Seven) Business Days of such request. Failure to redeem the Debentures upon receipt of the Mandatory Prepayment Notice will result in an Event of Default. A Rating Downgrade;</p> <p>(a) If the solvency Ratio (NNPA/Net Worth) exceeds 15%;</p> <p>(b) If the Company suffers a profit before tax loss in any two consequent quarters.</p>
Provisions related to Cross Default Clause	N.A.
Future Borrowings	<p>The Company reserves the right to borrow further under the same ISIN no of existing NCD issue and under any proposed NCD issue as per the provisions of SEBI/RBI/Companies Act, 2013 & rules thereunder and any other statute and guidelines. For details please refer the Disclosure Document.</p>
Role and Responsibilities of Debenture Trustee	<p>In terms of the agreement entered into with the Debenture Trustee i.e Catalyst Trusteeship Limited, which document is available for inspection.</p> <p>The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the Trust Reposed in the Trustees by the holder(s) of the Debentures and shall further conduct itself and comply with the provisions of all applicable laws provided that, the provisions of Sec. 20 of the Indian Trusts Act, 1882 shall not be applicable to the Trustees. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of Company Act 2013, SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees), Regulations, 1993, the Bond/Debenture Trusteeship Agreement, Disclosure Document and all other related transaction documents with due care, diligence and loyalty.</p> <p>The Trustees shall be vested with the requisite powers for</p>



	<p>protecting the interest of holder(s) of the Debentures. The Trustees shall ensure disclosure of all material events on an ongoing basis. The Issuer shall, till the redemption of debenture, submit its latest audited/limited review half yearly consolidated (wherever available) and stand-alone financial information such as Statement of Profit & Loss, Balance Sheet and Cash Flow Statement and Audited Qualifications, if any, to the Trustees within the timelines as mentioned in Simplified Listing Agreement issued by SEBI vide Circular No. SEBI/IMD/BOND/1/2009/11/05 dot. May 11, 2009 as amended.</p> <p>Besides, the Issuer shall within 180 days from the end of the Financial Year submit a copy of the latest Annual Report to the Trustees and the Trustees shall be obliged to share the details so submitted with all debenture holder(s) within two working days of their specific request.</p>
Governing Law and Jurisdiction	<p>1. Save and except as set out in Clause 2, the Debentures is governed by and shall be construed in accordance Indian laws as applicable. Save and except as set out in Clause 2 any dispute arising in respect thereof will be subject to the exclusive jurisdiction of the courts and tribunals in Mumbai. The Trustees may, however, in their absolute discretion commence any legal action or proceeding arising out of this agreement in a court, tribunal or any other appropriate forum in India and the Company hereby consents to that jurisdiction.</p> <p>2. Notwithstanding the above any dispute arising in respect of the Mortgaged Properties or enforcement thereof will be subject to the exclusive jurisdiction of the courts and tribunals in Mehsana, Gujarat. The Trustees may, however, in their absolute discretion commence any legal action or proceeding arising out of this agreement in a court, tribunal or any other appropriate forum in India and the Company hereby consents to that jurisdiction.</p>
Disclosures as per the operating guidelines issued by NSE in relation to Electronic Book Mechanism.	<p>Mode of Bidding: Close</p> <p>Manner of Allotment: Uniform</p> <p>Manner of Settlement: Through Clearing Corporation of NSE (NSCCL)</p> <p>Settlement Cycle: T+1</p>

For India Infoline Finance Ltd

Authorized Signatory



DISCLOSURE OF ILLUSTRATIVE CASH FLOWS: As per SEBI Circular No: CIR/IMD/DF/18/2013 dated October 29, 2013 & CIR/IMD/DF-1/122/2016 dated November 11, 2016

Company	India Infoline Finance Limited
Tenure	1 year and 10 days (375 days)
Face Value (per security)	Rs.10,00,000/- (Rupees Ten Lacs only)
Date of Allotment	Friday, December 21, 2018
Redemption	Tuesday, December 31, 2019
Coupon Rate	9.50%
Frequency of the interest payment with specified date	Annually
Day count Convention	Actual/Actual

Illustrative Cash flow of per bond / NCD

Cash flow	Interest date	Payment date	Amount per NCD	No of days
Date of Allotment	Friday, December 21, 2018	Friday, December 21, 2018	(10,00,000)	-
1st Interest Payment	Saturday, December 21, 2019	Monday, December 23, 2019	95,000	365
2nd Interest Payment	Tuesday, December 31, 2019	Tuesday, December 31, 2019	2,603	10
Date of Redemption	Tuesday, December 31, 2019	Tuesday, December 31, 2019	10,05,000	-

DISCLOSURE OF CASH FLOWS:

* The Cash Flow displayed above is calculated per debenture (face value of Rs. 10,00,000).

* If the interest payment date falls on a holiday, the payment may be made on the following working day, however the dates of the future coupon payments would be as per the schedule originally stipulated at the time of issuing the security. In other words, the subsequent coupon schedule would not be disturbed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a holiday. No additional interest will be paid for such days which fall on holiday.

* The cash flow has been prepared based on the best available information on holidays and could further undergo change(s) in case of any scheduled and unscheduled holiday(s) and/or changes in money market settlement day conventions by the Reserve bank of India/ SEBI.

* Interest payments are rounded-off to nearest rupee as per the FIMMDA 'Handbook on market practices'.

* The cash flows are for illustrative purposes.

