

Series - XLIII

TERM SHEET FOR ISSUE OF NON-**CONVERTIBLE DEBENTURES ON A PRIVATE** PLACEMENT BASIS



INDOSTAR CAPITAL FINANCE LIMITED

Corporate Identity Number (CIN) - L65100MH2009PLC268160 (the "Company" or the "Issuer") was incorporated under the Companies Act, 1956 Registered & Corporate Office: One World Center, 20th Floor, Tower 2A, Jupiter Mills Compound, Senapati Bapat Marg, Mumbai – 400 013

Tel: +91 22 43157000; Fax: +91 22 43157010

Website: www.indostarcapital.com; Email: investor.relations@indostarcapital.com

ISSUE OF UPTO 750 Units INCLUDING GREEN SHOE OPTION OF 250 Units SERIES XLIII, AA- RATED UNSECURED LISTED REDEEMABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF INR 10,00,000 PER DEBENTURE AGGREGATING TO INR 75,00,00,000

Broad terms of the Issue

Security Name	Unsecured, Rated, Listed, Redeemable, Taxable, Non-Convertible Debentures				
Type of Instrument	Unsecured, Redeemable, Non-Convertible, Rated, Listed, Taxable Non-Convertible				
	Debentures				
Nature of	Unsecured				
Instrument					
Seniority	Unsecured				
Mode of Issuance	Private Placement				
Eligible Investors	The following categories of investors may apply for the Debentures:				
	a) Banks and Financial Institutions				
	b) FIIs				
	c) Mutual Funds				
	d) Insurance Companies				
	e) Provident and Pension and Gratuity Funds				
	f) Companies and Bodies Corporate including Public Sector Undertakings				
	g) Individuals and Hindu Undivided Families				
	h) Partnership Firms				
	i) Any other investor authorized to invest in these debentures				
Issuer/ Borrower/	IndoStar Capital Finance Limited				
Company					
Face Value	INR 10 Lakhs per Debenture				
Issue Price	INR 10 Lakhs per Debenture				
Option to retain	INR 25 Crores (Rupees Twenty Five Crores Only)				
oversubscription					
(Amount)					
Allotment Quantity	Up To 750 NCDS including Green Shoe option of 250 NCDs				

IndoStar Capital Finance Limited

Registered Office: One World Centre, 20th Floor, Jupiter Mills Compound, Senapati Bapat Marg, Mumbai - 400013, India T +9122 4315 7000 | F +91 022 4315 7010 | contact@indostarcapital.com | www.indostarcapital.com

CIN: L65100MH2009PLC268160



Inc. Cina	Har Ta IND 75 00 Course (Donner Course Fire Course Only) in duding Course Class				
Issue Size	Up To INR 75.00 Crores (Rupees Seventy Five Crore Only) including Green Shoe				
125	Option of INR 25 Crores (Rupees Twenty Five Crores Only)				
Tenor and Maturity	13 months from the Deemed date of Allotment				
Listing (including	Proposed to be listed on the Wholesale Debt Market Segment of BSE Limited within				
name of Stock	4 trading days from the Issue Closer Date.				
Exchange(s) where					
it will be listed and	In case of delay in listing the Debentures beyond 4 trading days from the date of				
timeline for listing)	closure of respective Issue, the Company:				
	(a) shall pay penal interest of 1% p.a. over the Coupon Rate for the period of delay				
	(i.e. from the Deemed Date of Allotment to the date of listing);				
	(b) shall be permitted to utilise the issue proceeds of its subsequent two issuances				
	only after receiving final listing approval.				
Rating of the	"CRISIL AA-/Stable" by Crisil Ratings Limited				
Instrument					
Minimum	Minimum 10 Debentures and in multiples of 1 thereafter				
Application and in					
multiples of 1 Debt					
securities thereafter					
Objects of the Issue /	The funds raised through this Issue, after meeting the expenditures of and related				
details of utilization	to the Issue, will be used for onward lending to customers as per RBI guidelines				
of Proceeds	and towards general corporate purpose of the Issuer, in compliance with relevant				
	regulatory guidelines.				
	The proceeds of the issuance shall not be utilised for any purpose which may be in				
	contravention of the Government / RBI / SEBI / Other regulatory guidelines.				
Coupon Type	Floating				
Coupon Type Coupon Payment	Floating				
Coupon Payment	Floating First coupon after one month from Deemed Date of Allotment and second & final				
Coupon Payment Frequency	Floating First coupon after one month from Deemed Date of Allotment and second & final coupon on Maturity				
Coupon Payment	Floating First coupon after one month from Deemed Date of Allotment and second & final coupon on Maturity For each Coupon Period shall mean the simple average of the Aggregate Rates				
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Coupon Payment Frequency Coupon Rate Benchmark Rate Spread	First coupon after one month from Deemed Date of Allotment and second & final coupon on Maturity For each Coupon Period shall mean the simple average of the Aggregate Rates applicable to each Coupon Determination Period comprised in the relevant Coupon Period Benchmark Rate shall, in respect of each Coupon Determination Period, mean the average of 3 Month Treasury Bill rate for the 10 business days immediately preceding the commencement of such Coupon Determination Period. For the purposes of determining the 3 Month Treasury Bill rate, the data source will be website of Financial Benchmarks India Private Limited ("FBIL") https://www.fbil.org.in/ and/or FIMMDA https://www.fbil.org.in/ and/or FIMMDA https://www.fbil.org.in/ and/or FIMMDA https://www.fbill.org.in/ and/or FIMMDA https://www.fimmda.org/ on which under section FBIL Rupee Interest Rate Benchmarks one distinct 3 Month T-Bill rate is published for 3 months T-Bill. If FBIL data is not available for calculation of Benchmark Rate, the data source would be 3 Month Treasury Bill closing yield published on Bloomberg Terminal Ticker "FBTB3M Index". In case the Benchmark data referred above is discontinued to be published by FBIL/FIMMDA/Bloomberg then a mutually agreeable Benchmark rate to be determined between majority debenture holders and Issuer. 313 bps, subject to step up & step-down clause & covenant w.r.t. breach of Gross NPA stated in this term sheet				
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	provided that the Aggregate Rate for the 1st Coupon Determination Period shall be 6.50%.					
Coupon	1st Coupon payment Date will be 05th July 2021					
Determination Period	First coupon, determination period will be from 12th May 2021 to 27th May 2021					
1 Cliou						
		date will be 04th July 2022				
		letermination period shall be as follows				
	Reset Dates	Coupon Determination Period				
	04 th July 2021	10 business days before 04th July 2021				
	04 th September 2021	10 business days before 04th September 2021				
	04 th November 2021	10 business days before 04th November 2021				
	04 th January 2022	10 business days before 04th January 2022				
	04 th March 2022	10 business days before 04th March 2022				
	04 th May 2022	10 business days before 04th May 2022				
Coupon Reset Process (including rates, spread,	The Spread shall remain fixed throughout the tenor of the Debentures, subject to Coupon Step up & step-down clause and covenant wrt breach of Gross NPA stated in this term sheet					
effective date, interest rate cap and floor etc.)	The Benchmark Rate and the corresponding Aggregate Rate shall be computed for each Coupon Determination Period in the manner set out in the rows titled 'Benchmark Rate' and 'Aggregate Rate' above. Basis the Aggregate Rates so determined, the Coupon Rate for such Coupon Period shall be determined basis the computation specified in the row titled 'Coupon Rate' above.					
Coupon Payment Dates	1st Coupon on 05-Jul 2nd Coupon on 04-Ju	y-2021				
Coupon Amount	•	he paid-up value of Debentures payable on	Coupon Pavment			
	Date	F ap . a.a.c o. 2 obolitai eo payable on				
Day Count Basis	Actual/ Actual					
Interest on Application Money	At coupon rate from the date of realization of the cheque/receipt of funds in case of RTGS till one day prior to Deemed Date of Allotment					
Redemption	INR 10 Lakh (Rupees Ten Lakh Only) per Debenture					
Final Redemption Date	July 04, 2022					
Redemption	NA					
Premium / Discount	_					
Security Cover	Not applicable as no security is being provided or proposed to be provided for					
Final Maturity Date	securing the Debentures. July 04, 2022					
	-					
Tenor	13 Months from the Deemed Date of Allotment					



Option to retain	INR 25 Crores (Rupees Twenty Five Crores Only)
oversubscription	
(Amount)	
Default Coupon Rate	2% (Two percent) over and above the Coupon Rate per annum, for the defaulting
•	period, in the event the Issuer fails to make any payments of Interest and/or
	principal redemption to the Debenture Holders on their respective due dates.
Discount at which	Not Applicable
	Not Applicable
security is issued	
and the effective	
yield as a result of	
such discount	
Redemption	INR 10 Lakh (Rupees Ten Lakh Only) per Debenture
Amount	
Allotment Date	04-June-2021
Put Option	None
Put Option Price	Not Applicable
Put Option Date	Not Applicable
Put Notification	Not Applicable
Time	rr ···
Call Option	None
Call Option Price	Not Applicable
-	
Call Option Date	Not Applicable
Call Notification Time	Not Applicable
Step Up & Step Down	In case downgrade of rating of any long term debt facilities/ NCDs of the Company
Coupon Rate	to "A+", Spread in Coupon Rate will be increased by 25 basis points from the date
	of such downgrade. Spread in Coupon Rate will further increase by 25 basis points
	for every subsequent notch of downgrade.
	It is expressly clarified that (a) a change in outlook shall not be construed as a
	downgrade for the purposes of this provision; and (b) any such step-up of Spread
	in Coupon Rate will be reversed to the extent that the rating is subsequently
	upgraded e.g. if the Spread in Coupon Rate is stepped up by 50 bps as a result of
	the rating fall to 'A', it will be stepped down by 25 bps if the rating is upgraded to
	'A+' and a further 25 bps once the rating is upgraded to 'AA-' or above.
Issuance mode of	In Demat mode only
the Instrument	in zomac mode omy
Trading mode of the	In Domat mode only
Instrument	In Demat mode only
Settlement mode of	Cheque(s) / Direct Credit / Electronic Clearing Services / RTGS (Electronic mode)
the Instrument	/ Fund Transfer
Depositories	NSDL / CDSL
Registrar	Link intime India Pvt. Ltd
Debt Equity Ratio	1.73:1
(Including Current	
Issue)	
20040)	



Creation of recovery expense fund	with regulations issued by the Securities and Exchange Board of India from time to time. The recovery expenses fund may be utilized in accordance with requirement of Applicable Laws.		
Conditions for breach of covenants (as specified in Debenture Trust Deed)	If the rating of the company falls to A- or below then the debenture holder shall have right to seek accelerated redemption of Debentures by serving a written notice of at least 07 Business Days to the Company (the "Accelerated Redemption Notice") and consequently, all the Debentures held by such Debenture Holder only shall be compulsorily redeemed by the Company within a period of 15 working days from the date receipt of Accelerated Redemption Notice by the Company.		
	Provided such right can be exercised only during the period of such rating of A- or below continues. Subsequently, when the rating is upgraded above A-, the breach of covenant will not be applicable.		
Provisions related to Cross Default Clause	Not Applicable		
Risk Factors pertaining to the Issue	Please refer Section II of Disclosure Document		
Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security).	Not Applicable as no security is being provided or proposed to be provided for securing the Debentures.		
Security Creation	Not Applicable as no security is being provided or proposed to be provided for securing the Debentures.		
Non - maintenance of security cover	Not Applicable		
Record Date/ Shut Period	15 days prior to each Coupon Payment / Redemption Date		
Business Day Convention	 Other than the Deemed Date of Allotment and Coupon Payment Date, should any of the other date(s) fall on a day that is not a Business Day, then immediately preceding Business Day shall be considered as the effective Business Day. Should the Deemed Date of Allotment or any Coupon Payment Date fall on a day that is not a Business Day, then immediately succeeding Business Day shall be considered as the effective Business Day. However, the calculation of the said coupon payment would be as per the schedule originally stipulated at the 		



	time of issuing the security. Thus, the subsequent coupon schedule would not be disturbed.
	"Business Day" shall be a day on which Money Market is functioning in Mumbai, however shall exclude Saturday, Sunday or any other day on which banks are closed in Mumbai.
Conditions	Nil
Precedent to	
Disbursement	
All Covenants of the	1. Capital Adequacy shall be maintained at minimum 20% during the tenure of
issue (including side	Debentures. in case it falls below 20% then accelerated redemption at the
letters, accelerated	option of majority debenture holders
payment clause, etc.)	2. Reported Gross NPA shall not exceed 5% (as per quarterly financials finalized & disclosed by company) during the tenure of the NCD's, in case GNPA goes
	above 5% then the Spread shall be increased by 5 Bps, in case GNPA goes above 6% then spread shall be further increased by 5 Bps and in case GNPA
	goes above 7% then accelerated redemption at the option of majority
	debenture holders.
	3. No Change in Name of the Issuer during the tenure of the NCD's, without prior
	intimation to the majority debenture holders.
	4. Accelerated Redemption at the option of debenture holders in case of rating Downgrade to A- or below.
	5. Debt to Equity Ratio to be maintained at 4 or below, in case it exceeds 4 then
	accelerated redemption at the option of majority debenture holders.
	6. Existing promoter group comprising Brookfield & Everstone to maintain
	promoter status jointly / severally, accelerated redemption at the option of
	majority debenture holders in case the covenant not observed.
Condition	The Issuer shall ensure that the following documents are executed/ activities are
Subsequent to	completed as per time frame mentioned elsewhere in this Term Sheet:
subscription of	1. Ensuring that the payment made for subscription to the Debentures is
Debentures /	received from the bank account of the person/ entity subscribing to the
Disbursement	Debentures and keep record of the bank accounts from where payments for
	subscriptions have been received. In case of subscription to the Debentures to
	be held by joint holders, application monies are received from the bank
	account of the person whose name appears first in the Application Form;
	2. Maintaining a complete record of private placement offers in Form PAS-5 and
	filing the such record along with return of allotment in Form PAS-3 with the
	concerned Registrar of Companies, with fee as provided in Companies
	(Registration Offices and Fees) Rules, 2014 and;
	3. Filing a return of allotment of Debentures with complete list of all Debenture holders in Form PAS-3 under section 42 of the Companies Act, 2013, with the
	concerned Registrar of Companies, on the Deemed Date of Allotment along
	with fee as provided under the Companies Act, 2013
	4. Credit of demat account(s) of the allottee(s) by number of Debentures allotted
	within Two working days from the Deemed Date of Allotment;
	5. Making listing application to BSE within 4 trading days from the date of Issue
	closure;
	Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as
	mentioned elsewhere in the Term Sheet.



Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Events of default as stated in the Debenture Documentation, including but not limited to the following: (i) Failure to pay amounts due under the Issue on the relevant due date by the Issuer; (ii) Insolvency, reorganization, liquidation, suspension of payment of debts, winding up, illegality, cessation of business by the Issuer; (iii) Illegality, cessation of business of the Issuer; (iv) Bankruptcy, CDR proceedings filed with respect to the Issuer; (v) Breach of any of the terms of the Transaction Documents by the Issuer; (vi) Breach of any covenants; (vii) Breach of any Representations and Warranties; (viii) Nationalization or expropriation of any of a substantial part of the assets of the Issuer; (ix) Unlawfulness or moratorium (x) In case of event of default, the manner of voting / conditions of joining Inter Creditor Agreement, shall be in accordance with regulations issued by the Securities and Exchange Board of India in this regard, from time to time
Consequences of	and as mentioned in Debenture Trust Deed The consequences of default will, include but not be limited to the following:
Event of Default	Acceleration of all outstanding dues, cancellation of total Issue;
	 Enforce its right under the Transaction Documents;
	Charge Default Interest. It is clarified that the default interest shall be
	charged from the date of occurrence of event of default irrespective of the same being declared by the Investor(s) till such date the default subsists; Any cost incurred on any of the above shall be borne by the Issuer.
Transaction	Debenture Trustee Agreement;
Documents	2. Disclosure Document
	3. Debenture Trust Deed,
	4. Such other documents as agreed between the Issuer and the Debenture Trustee.
EBP Process	Issue and Payment Procedure
LDI 110CC33	133uc anu i ayment i ioccuuic
	Bidding Process
	All Eligible Participants are required to apply for the Issue and make payment of the full application amount in accordance with the Bidding Process outlined in the Shelf Disclosure Document. The Issue will be through open bidding on the EBP platform in line with EBP Guidelines vide SEBI circular SEBI/HO/DDHS/CIR/P/2018/122 dated August 16, 2018 or such other circular issued from time to time.
	• Manner of settlement
	Settlement of the Issue will be done through the [escrow account of the Issuer / ICCL] and the account details are given in the section on 'Payment Mechanism' of this Disclosure Document.



• Provisional or Final Allocation

Allotment to the bidders shall be done on yield-time priority basis.

Bidding Scenario	Allotment
First case scenario	Yield priority
Where two or more bids are at the same yield	Time-priority basis
Where two or more bids have the same yield and time	Pro-rata basis

Post completion of bidding process, the Issuer will upload the provisional allocation on the BSE EBP platform. Post receipt of details of the successful bidders, the Issuer will upload the final allocation file on the BSE-EBP platform.

• Method of Allotment

The allotment will be done on Uniform Yield basis in line with EBP Guidelines.

Settlement cycle

The process of pay-in of funds by investors and pay-out to Issuer will be done on T+1 day, where T is the Bidding day. For further, details, please see below section named 'Settlement Process'.

• Payment Mechanism

Payment of subscription money for the Debentures should be made by the Identified Investors as notified by the Issuer.

The participants should complete the funds pay-in to the designated bank account of Indian Clearing Corporation Ltd (ICCL).

List of Designated Banks is as under:

	ICICI BANK	YES BANK	HDFC BANK
	Indian		Indian
	Clearing	Indian Clearing	Clearing
	Corporation	Corporation	Corporation
Beneficiary Name	Ltd	Ltd	Ltd
Account Number	ICCLEB	ICCLEB	ICCLEB
IFSC Code	ICIC0000106	YESB0CMSNOC	HDFC0000060
Mode	RTGS	RTGS	RTGS

Successful bidders must do the subscription amount payment to the Designated Bank Account on or before 10:30 a.m. on the Pay-in Date ("Pay-in Time"). Identified Investors should ensure to make payment of the subscription amount for the Debentures from their same bank account which is updated by them in the BSE EBP platform while placing the bids. In case of mismatch in the bank account details between BSE - EBP platform and the bank account from which payment is done by the successful bidder, the payment would be returned.



	Note : In case of failure of any Identified Investor to complete the subscription amount payments by the Pay-in Time or the funds are not received in the Designated Bank Account by the Pay-in Time for any reason whatsoever, the bewill liable to be rejected and the Issuer shall not be liable to issue Debentures such Identified Investors.				
	• Settlement Process				
	Upon final allocation by the Issuer, the Issuer or the Registrar on behalf of the Issue shall instruct the Depositories on the Pay-In Date, and the Depositories shall accordingly credit the allocated Debentures to the demat account of the successful bidder.				
	The Company shall give the instruction to the Registrar for crediting the Debentures by 12:00 p.m. on the Pay-In Date. The Registrar shall provide corporate action file along with all requisite documents to Depositories by 12:00 p.m. on the Pay-In Date. On the Pay-In Date, the Depositories shall confirm to the Issuer the transfer of Debentures in the demat account(s) of the successful bidder(s).				
Manner of Bidding	Open Bidding				
Bid Timing	10.00 a.m. to 11.00 am				
Mode of Allotment / Allocation option	Uniform Yield				
Mode of Settlement	RTGS				
Depository	NSDL & CDSL				
Settlement Through	ICCL & BSE				
Settlement Cycle	T+1				
Indemnification	The Issuer will indemnify and hold harmless the Debenture Holders from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer.				
Debenture Trustee to the Issue	IDBI Trusteeship Services Limited				
Role and Responsibilities of Debenture Trustee	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. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of Securities And Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trustee Agreement, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty.				



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Approvals	The Issuer agrees to comply with all applicable rules and regulations in respect of				
	the transaction. The Issuer will be responsible for taking all necess				
	authorization and / or approvals internal, external regulatory, statutory				
	otherwise				
	01.01 11.00				
Governing Law and	The Debentures are governed by and shall be construed in accordance with the				
Jurisdiction	existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction				
	of district courts of Mumbai, Maharashtra				
Taxation	All the taxes as per law excluding Income tax, as and when applicable on the				
	instrument from time to time shall be borne by the Company.				
	most amond to an amo to time of the of the company.				
Issue Schedule					
Issue / Bid Opening	June 03, 2021				
date	June 05, 2021				
	Y 00 0004				
Issue / Bid Closing	June 03, 2021				
Date					
Pay in Date	June 04, 2021				
Deemed Date of	June 04, 2021				
Allotment					

Illustration of Debenture Cash Flows per Debenture

Face Value	Rs. 10,00,000	Rs. 10,00,000				
	First coupon	First coupon rate 6.50% p.a.				
	Second Coup	Second Coupon rate for illustration purpose 6.50% p.a. (to be determined				
Coupon Rate	based on med	hanism menti	ioned in terms	sheet above)		
Event	Event Date	From Date	To Date	No of Days	Amount (in	
					Rupees)	
Disbursement	04-06-2021				10,00,000.0000	
First Coupon	05-07-2021	04-06-2021	05-07-2021	31	5520.5479	
Second Coupon	04-07-2022	05-07-2021	04-07-2022	364	64821.9178	
Redemption	04-07-2022				10,00,000.0000	

For Indostar Capital Finance Limited

Authorized Signatory Name: Jayant Gunjal

Designation: Director; Head-Debt Capital Markets