



MAHAVEER FINANCE INDIA LTD

Term Sheet

1.	Security Name	11.50% Secured Rated Redeemable Listed Non-Convertible Debentures
2.	Issuer	Mahaveer Finance India Limited (Issuer/Company/MFIL)
3.	Type of Instrument	Secured Rated Redeemable Listed Non-Convertible Debentures (NCDs/ Debentures)
4.	Nature of the Instrument	Secured
5.	Seniority	Senior
6.	Mode of Issue	Private placement
7.	Objects & Details of the utilization of the Proceeds	<ul style="list-style-type: none">The Issue proceeds will be utilized to meet funding requirements of the Issuer for on-lending purposes and for regular business purpose.The Issuer undertakes that no part of the proceeds of the Debentures shall be utilized by the Company directly or indirectly towards capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market land activities), any speculative purposes, land acquisition or usages that are restricted for bank financing, any activity in the Exclusion List or investment in the real estate sector.
8.	Rating of Instrument	"CARE BBB-" by CARE Ratings Ltd <i>The Issuer/Investor(s) reserves the right to obtain an additional credit rating from any SEBI registered Credit Rating Agency for full or part of the issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the issue</i>
9.	Debenture Trustee	Catalyst Trusteeship Limited
10.	Registrar & Transfer Agent	Link Intime India Pvt Limited
11.	Eligible Investors	As mentioned in the Shelf Disclosure Document under captioned "Eligible Investor"
12.	Tranche Issue Size	Rs. 5,00,00,000/- (Rupees Five Crores Only)
13.	Face Value	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
14.	Series Reference number	TLTRO/NCD/001
15.	Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture
16.	Tenor	36 Months from the Deemed Date of Allotment
17.	Coupon Type	Fixed
18.	Coupon Rate	11.50% p.a.
19.	Coupon Payment Frequency	Semi Annual and on Redemption

20.	Coupon Payment dates	The Coupon shall be payable by the Issuer on a Semi-Annual basis as mentioned below subject to Business Day Convention		
		November 26, 2020	November 26, 2021	November 26, 2022
		May 26, 2021	May 26, 2022	May 26, 2023
21.	Coupon Reset Process	N. A		
22.	Step Up/Step Down Coupon Rate	N.A.		
23.	Redemption Date	May 26, 2023		
24.	Redemption Amount	Rs. 10,00,000/- (Rupees Ten Lakhs only) per Debenture		
25.	Redemption	Bullet, At Par		
26.	Redemption Premium/ Discount	NA		
27.	Discount at which security is issued and the effective yield as a result of such discount.	N.A.		
28.	Put Date	N.A.		
29.	Put Price	N.A.		
30.	Put Option Notice	N.A.		
31.	Call Date	N.A.		
32.	Call Price	N.A.		
33.	Call Option Notice	N.A.		
34.	Put Notification Time	N.A.		
35.	Call Notification Time	N.A.		
36.	Security & Security Cover	<p>The outstanding debentures amount together with interest, default interest, remuneration of the Trustee, charges, fees, expenses and all other monies dues from the Company shall be secured by exclusive charge via deed of hypothecation on the specific standard asset portfolio of receivables ("Company's Receivables") to be executed between the Company and the Debenture Trustee as described herein.</p> <p>The Issuer undertakes:</p> <ul style="list-style-type: none">i. Company's Receivables must be standardii. Company's Receivables are existing at the time of selection, and have not been terminated or prepaidiii. Company's Receivables should not have been restructured or reschedulediv. Company's Receivables are free from all Encumbrances and are not subject to any lien or		



charge;

- v. All loans hypothecated under the deed of hypothecation should comply with RBI norms and guidelines.
- vi. The Company's Specific Receivables being charged must comply with all extant 'know your customer' norms specified by RBI;
- vii. The Company's Receivables generated from lending to Issuer's associate/s & subsidiary/s and/or Related Party shall not be considered for asset cover calculation for this issuance. No drawing power for shall be provided for Company's Specific Receivables generated from the lending to Issuer's associate/s /subsidiary/s/ Related Party.

The Company undertakes to maintain Minimum Security Cover of 1.25 times to be maintained on the outstanding NCD amount of the Debentures along with interest thereon at all times during the tenure of the NCDs.

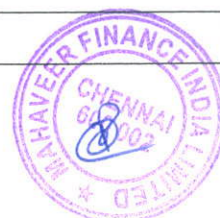
Non-Maintenance of minimum-security cover as mentioned above will attract 1% p.a. penalty over and above the coupon rate as specified in the term sheet, for the period of non-maintenance of cover. However, in no case reinstatement of such security cover shall exceed 60 days from the day such cover falls below the required cover.

The Company shall have option for providing additional /replacement of security at any time during the tenure of the Debentures to ensure the Minimum-Security Cover as provided hereinabove in consultation with Debenture Trustee.

The Issuer shall execute Debenture Trust Deed and Deed of Hypothecation and perfect the same by filing requisite forms with ROC within three months from the Issue Closure Date. If the Issuer fails to execute the Debenture Trust Deed & Deed of Hypothecation, then the Issuer shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum above the applicable Interest Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Deemed Date of Allotment until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with.



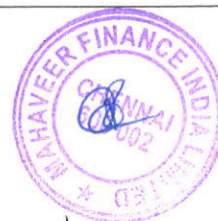
37.	Material Adverse Effect definition	Means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (a) the financial condition, business or operation of the Company, environmental, social or otherwise or prospects of the Company; (b) the ability of the Company to perform its obligations under the Transaction Documents; or (c) the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder); or (d) the rights or remedies of the Debenture Trustee acting for the benefit of the Debenture Holders hereunder or under any other Transaction Document
38.	Day Count Basis	Actual / Actual
39.	Interest on Application Money	At the Initial Coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque (s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
40.	Listing (including name of Stock Exchange(s) where it will be listed and timeline for listing)	<ul style="list-style-type: none"> Proposed to be listed on the Wholesale Debt Market Segment of BSE Limited within 20 days from the Deemed Date of Allotment. In case of delay in listing of the Debentures beyond 20 days from the Deemed Date of Allotment, the Company will pay penal interest of 1% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of such Debentures to the Debenture Holder.
41.	Representations and Warranties of the Issuer	As mentioned in the caption titled "Representations and Warranties of the Issuer" in the Shelf Disclosure document to the Issue. The Representations and Warranties shall be continuous in nature and shall be deemed to occur on every day till redemption of the Debentures.
42.	Minimum Application size and in multiples Debt Security thereafter	The minimum application size for the Issue shall be 10 Debentures and in multiples of 1 Debenture thereafter.
43.	Issuance mode of the Instrument	Demat only
44.	Trading mode of the Instrument	Demat only
45.	Settlement mode of the Instrument	RTGS/ Any other electronic mode
46.	Depositories	NSDL/CDSL



47.	Business Day	Any being a day excluding Saturdays, Sundays or public holiday in Mumbai.
48.	Business Day Convention	<p>If any Coupon Payment Date or the due date for the performance of any event falls on a day that is not a Business Day, then the succeeding Business Day will be considered as the effective date. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact.</p> <p>If the Redemption Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment.</p>
49.	Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 15 (Fifteen) calendar days prior to any Due Date.
50.	Transaction Documents	<ol style="list-style-type: none"> Debenture Trust Deed, Deed of Hypothecation Shelf Disclosure Document and Issue Addendums for each tranche/series; PAS-4 Undertaking from the Issuer mentioning all the borrowing facilities of the Company are standard in nature. <p>Such other documents as agreed between the Issuer and the Debenture Trustee.</p>
51.	Conditions Precedent to Disbursement	<ol style="list-style-type: none"> Execution of Shelf Disclosure Document Credit Rating Letter & Rationale Trustee Consent Letter BSE In-principle Approval for Listing Resolution of the Company's board of directors authorizing the issuance of debentures; Resolution of the shareholders of the Company under 180(1)(c) of the Act Resolution of the shareholders of the Company under Section 42 of the Act
52.	Conditions Subsequent to Disbursement	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment:</p> <ol style="list-style-type: none"> the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture



		<p>Holders within 2 (two) Business Days from the Deemed Date of Allotment of the respective Series;</p> <p>ii. the Company will ensure listing of Debentures on the BSE within stipulated timelines;</p> <p>iii. the Company shall, inter alia, file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) days of the allotment of Debentures along with a list of the Debenture Holders and PAS 5;</p> <p>iv. the Company shall file a copy of Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the relevant series of Debentures along with a copy of the Private Placement Offer Letter with SEBI within 30 (thirty) days from the date of the Private Placement Offer Letter</p> <p>v. Execution of Deed of Hypothecation & Debenture Trust Deed within the stipulated timelines as per Companies Act, 2013</p> <p>vi. Filing CHG-9 Form with ROC within stipulated timelines</p> <p>vii. Execution of any other documents as customary for transaction of a similar nature and size.</p>
53.	Default Interest Rate/Additional Interest Rate / Penal Charges	<p>Without prejudice to any other rights and remedies available to the Debenture Trustee pursuant to the terms of Transaction Documents:</p> <p>i. If, at any time, a Payment Default occurs, the Issuer agrees to pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a Payment Default until such Payment Default is cured or the Debentures are fully redeemed.</p> <p>ii. If the Issuer fails to execute the Debenture Trust Deed and Deed Of Hypothecation within the stipulated timelines, then the Issuer shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time the deed is executed and the conditions prescribed by</p>



		Debenture Holders (if any) have been complied with.
54.	Event of Defaults	As mentioned in the Shelf Disclosure Document under captioned "Event of Defaults".
55.	Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
56.	Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holder, Investment Manager of Debenture Holders, and their respective shareholders, officers, directors, employees, representatives and attorneys 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.
57.	Arbitration	In the event of any dispute or difference between the Parties to this agreement in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, such dispute or difference shall be referred to arbitration by a sole arbitrator, appointed by the Investor in its sole discretion, in accordance with the (Indian) Arbitration and Conciliation Act, 1996, or any modification or amendment thereof. The arbitration shall be held in Mumbai/ Chennai. The language of the arbitration proceedings shall be English. The expenses of the arbitration shall be borne by the Issuer. The decision of such arbitration shall be binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction.
58.	Governing Law	The Debentures / and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Mumbai / Chennai. and as more particularly provided for in the Debenture Trust Deed.
59.	Issue Timing & Tranche Amount Issue Opening Date Issue Pay-In Date Issue Closing Date Issue Deemed Date of Allotment	 May 26, 2020 May 26, 2020 May 26, 2020 May 26, 2020

For Mahaveer Finance India Ltd

Praveen Dugar

Authorized Signatory

Name: Praveen Dugar

Designation: Executive Director

