

PRIVATE PLACEMENT OFFER LETTER

Private and Confidential
(Not for public circulation)

Serial No:
Addressed to:
(For the use of the addressee only)

ISSUED BY
Citicorp Finance (India) Limited

A. Doshi

PRIVATE PLACEMENT OFFER LETTER

(hereinafter, merely for ease of reference only, also called the “OFFER DOCUMENT”)

FOR THE PRIVATE PLACEMENT OF

UNLISTED, RATED, SECURED, NON-CONVERTIBLE DEBENTURES

AGGREGATING TO RS. 50,00,00,000/- (RUPEES Fifty Crores ONLY) (“DEBENTURES” or “NCDs”)

to be issued by

CITICORP FINANCE (INDIA) LIMITED

(Incorporated as a Public Limited Company under the (Indian) Companies Act, 1956 (as amended from time to time)

Regd. Office:

First International Financial Centre (FIFC), 8th Floor Plot Nos. C-54 & C-55, G-Block, Bandra- Kurla Complex, Bandra (East), Mumbai – 400 098

RATING: FIXED RATE DEBENTURES: AAA by ICRA Limited (“ICRA”)

Important Note: The Debentures shall be issued in one more tranches (each tranche of such issue being referred to as a “Tranche” and the issuance of Debentures collective being referred to as the “Issue”) by Citicorp Finance (India) Limited (“CFIL” or “Issuer”), strictly on a private placement basis.

This Offer Document has been prepared in accordance with the provisions of Section 42 of the Companies Act, 2013 read with Companies (Prospectus and Allotment of Securities) Rules, 2014.

Neither the Issuer nor any of its directors or promoters have been categorized as a ‘Willful Defaulter’ by any bank or financial institution as per the relevant guidelines issued by the Reserve Bank of India.

The Offer Document is not intended to source subscription from investors under Category I (as defined hereunder) in excess of the number of subscribers as set out in the RBI Circular dated 20th February, 2015 bearing reference number RBI/2014-15/475 DNBR (PD) CC No.021/03,10.001/2014-15 (“RBI Circular”). It may be noted that in terms of the RBI Circular there is no limit on the number of persons from whom subscription may be accepted under Category II (as defined hereunder) as long as it is within the issue size, the same should be construed to be made on a “private placement basis”. Further, in relation to the unsecured Debentures, the offer and issue shall be made only to investors under Category II.

The Issue and the Offer Document do not constitute an offer or invitation to the public in general to subscribe to the Debentures. The Offer Document is neither a prospectus nor a statement in lieu of prospectus. The Offer Document shall not be delivered for registration neither is such Offer Document intended to be registered.

No invitation to make an application for the Debentures shall be made to any person other than the person to whom the Offer Document has been addressed. Each copy of the Offer Document will be serially numbered and will be addressed to specific person(s) and only the person to whom a copy of an Offer Document is addressed is entitled to apply for the Debentures, using the application form. Multiple copies of the Offer Document given to the same entity shall be deemed to be given to the same person and shall be treated as such. Any application by a person other than the person to whom the Offer Document has been addressed by the Issuer shall not be entertained at all. The Offer Document does not constitute a commitment on the part of the Issuer to issue the Debentures to an applicant.

The Offer Document shall be made available to potential investors on the strict understanding that it is to be used only by those to whom it is distributed, and is confidential. No recipient of the Offer Document shall be entitled to disclose any information contained in it to any other person and shall not reproduce or distribute the same, in whole or part, or make any announcement in public or to a third party regarding the contents. No recipient shall be entitled

to use any of the information other than for the purpose of deciding whether or not to subscribe to the Debentures. It is not intended for distribution to any other person.

The Offer Document is not intended to provide the sole basis of your decision to subscribe to the Debentures. Potential investors are required to make their own independent valuation and judgment as regards the investment before applying for subscription to the Debentures.

The Offer Document is prepared to provide general information about the Issuer to potential investors to whom it is addressed and who are willing, and determine for themselves their eligibility to consider subscribing to the Debentures. The Offer Document does not purport to contain all the information that any potential investor may require. Neither the Offer Document nor any other information supplied in connection with the Debentures are intended to provide the basis of any credit or other evaluation of the Issuer, and any recipient of an Offer Document should not consider such receipt a recommendation to purchase any Debentures. Each potential investor contemplating subscription to the Debentures should make an own, independent, investigation and appraisal of the creditworthiness and condition of the Issuer. Potential investors should consult their own financial, legal, tax and other professional advisors as to the investment and risk considerations arising from an investment in the Debentures and should possess the appropriate resources to analyze such investment and the suitability of such investment to such investor's particular circumstances. It is the responsibility of potential investors to also ensure that if they do subscribe to the Debentures and are allotted Debentures, they will seek to sell these Debentures in strict accordance with the provisions of the relevant Offer Document and applicable laws, so that the sale does not constitute an offer to the public within the meaning of the provisions of the Companies Act.

No person has been authorized to give any information or to make any representation not contained or incorporated by reference in the Offer Document or in any other material made available by the Issuer, to any potential investor pursuant hereto and, if given or made by any person, such information or representation must not be relied upon as having been authorized by the Issuer.

None of the intermediaries or their agents or advisors associated with this Issue: (a) are obliged to or have undertaken to review the affairs of the Issuer during the life of the arrangements contemplated by the Offer Document, or (b) have any responsibility to advise any investor or potential investor in the Debentures of any information available with or subsequently coming to the attention of the intermediaries, agents or advisors, or (c) have separately verified the information contained herein. Accordingly, and correspondingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility is accepted by any such intermediary, and all such intermediaries associated with this Issue shall have no liability.

The Offer Document does not constitute, nor may it be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Debentures or the distribution of the Offer Document in any jurisdiction where such action is required. The distribution of the Offer Document and the offering and sale of the Debentures may be restricted by law in certain jurisdictions. Persons into whose possession an Offer Document comes are required to observe any such restrictions.

SALES RESTRICTIONS: United States of America (the United States)

No issue of Debentures has been, or will be, registered under the United States Securities Act of 1933, as amended (the Securities Act) or with any securities regulatory authority of any state or other jurisdiction of the United States. No issue of Debentures, or interests therein, may at any time be offered, sold, resold or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Offers, sales, resales or deliveries of an issue of Debentures, or interests therein, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. persons would constitute a violation of United States securities laws unless made in compliance with the registration requirements of the Securities Act or pursuant to an exemption therefrom. No issue of Debentures constitutes, nor have they been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the United States Commodity Exchange Act, as amended, and trading in Warrants has not been approved by the United States Commodity Futures Trading Commission pursuant to the United States Commodity Exchange Act, as amended. As used herein, United States means the United States of

America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction, and U.S. person has the meaning given in Regulation S under the Securities Act.

Further, the Debentures may not be allotted or transferred to any person or entity that is the subject of any boycott or embargo under any applicable restrictions, or that is the subject of, or located or organized in a country or territory that is the subject of, any economic sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or other relevant sanctions authority.

DEFINITION OF TERMS/ ABBREVIATIONS AND GLOSSARY OF THE TERMS USED

AIHCPL	Associates India Holding Company Private Limited
Allottee (s)	means the investor(s) whose application for allotment of Debenture(s) has been accepted by the allotment committee and/or the board of directors of the Issuer.
Amounts Outstanding	means at any time, the aggregate amount due and payable by the Issuer in respect of any Tranche of the Debentures, including amounts in respect of the subscription / Principal Amount, interest including any default or penal interest, premium on redemption, remuneration payable to the Debenture Trustee and costs, charges and expenses for creation, preservation and enforcement of the Security.
Articles	means the Articles of Association of the Issuer.
Business Day	means any day on which scheduled commercial banks are open for business in Mumbai.
Category I	refers to the programme of the Issuer to accept subscription of less than INR 1,00,00,000 (Rupees One Crore Only) from each Investor.
Category II	refers to the programme of the Issuer to accept subscription of INR 1,00,00,000 (Rupees One Crore Only) and above from each Investor.
CDSL	Central Depository Services (India) Limited
CFIL / Issuer	Citicorp Finance (India) Limited
CitiFinancial / CCFIL	CitiFinancial Consumer Finance India Limited
Companies Act	The Companies Act, 1956 (to the extent in effect) and/or Companies Act, 2013 as amended from time to time, as may be applicable.
Debenture Holder(s)	Person whose name appears in the Beneficial Owners' list given/held by the Depository.
Debenture(s)	Henceforth the reference to Debentures shall mean: In case of fixed rate/floating rate debentures: Unlisted, secured, rated, redeemable non-convertible debentures to be issued to Investors in accordance with this Offer Document and the Debenture Trust Deed.
Debenture Rules	means the Companies (Share Capital and Debentures) Rules, 2014, issued under the Companies Act, 2013 as amended from time to time.
Debenture Trust Deed(s)	Means: In relation to the issuance of secured debentures: Debenture Trust Deed shall mean the debenture trust deed executed between the Issuer and the Debenture Trustee dated March 17, 2015, as amended, supplemented or modified from time to time; or
Deed of Hypothecation	means the deed of hypothecation dated April 27, 2016 as amended from time to time executed by the Issuer in favour of the Debenture Trustee (as amended from time to time) to create Security over the Hypothecated Property.
Depository	means National Securities Depository Limited (NSDL) and/or Central Depository Services (India) Limited (CDSL) as the case may be.
DP	means the Depository Participant
Foreign Portfolio	means "Foreign Portfolio Investor" as defined under the Securities and Exchange

Investor/FPI	Board of India (Foreign Portfolio Investors) Regulations, 2014.
ICRA	ICRA Limited
Income Tax Act, 1961	The Income Tax Act, 1961 as amended from time to time.
Non Resident Indian	As defined under the Foreign Exchange Management Act, 1999 and the rules and regulations thereunder.
NBFC	Non Banking Financial Company
NPA	Non Performing Assets
NSDL	National Securities Depository Limited
NSE	National Stock Exchange of India Limited
PAN	Permanent Account Number
Private Placement Rules	The Companies (Prospectus and Allotment of Securities) Rules 2014, issued under the Companies Act, 2013.
Principal Amounts	In relation to the Debentures issued at par or at a premium, mean the face value / nominal amount of such Debentures and in relation to Debentures issued at a discount shall mean the discounted issue price / subscription price of such Debentures.
Rating Agency	The credit rating agency as appointed in accordance with the SEBI (Credit Rating Agencies) Regulations, 1999
Rating Letter	In case of Fixed / Floating Rate Debentures: The rating letter dated September 06, 2016 and September 22, 2016 and December 23, 2016 revalidated by the latter dated May 28, 2018 in relating to issuance of fixed/ floating rate debentures issued by the Rating Agency in relation to the issue of the Debentures, and as updated from time to time.
Resident Indian	means a "person resident in India" as defined under the Foreign Exchange Management Act, 1999.
RBI	means Reserve Bank of India
RBI Circular	RBI Circular bearing reference number RBI/2014-15/475 DNBR (PD) CC No.021/03.10.001/2014-15 dated February 20, 2015 as may be amended, modified or supplemented from time to time.
RTGS	Real Time Gross Settlement System.
Security Documents	In relation to the secured Debentures shall mean the Debenture Trust Deed, and the Deed of Hypothecation.
Trustees/ Debenture Trustee/ Trustees to the Debenture Holder(s)	IDBI Trusteeship Services Limited Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400 001

PARTICULARS OF THE OFFER

Security Name	For Fixed Rate Non-Convertible Debentures <ul style="list-style-type: none"> Citicorp Finance (India) Limited Fixed Rate Debentures August 2019 (for Interest / Coupon Rate – Tranche 1)
CFIL/Issuer	Citicorp Finance (India) Limited
Date of board resolution	September 22, 2017
Date of passing of resolution in a general meeting under Section 42 of the Act	September 29, 2017
Series	CFIL NCD Series 2018/05/691
Type of Instrument	Unlisted, rated, secured, redeemable, non-convertible debentures.
Nature of Instrument	secured
Seniority/ Class of Security	Senior
Face value of each Debenture	For fixed rate debentures: INR 10,00,000/- (Rupees Ten Lakhs Only)
Premium payable on the Debentures, if any	Nil
Minimum Application and in multiples of debt securities thereafter	For Category I- Fifty NCDs, and in multiples of one thereafter. It is clarified that for Category I, Investors may not subscribe to more than 99 (ninety nine only) Debentures. For Category II- Ten NCDs, and in multiples of one thereafter
Aggregate Issue Size	Rs. 50,00,00,000/- (RUPEES Fifty Crores ONLY)
Issue Price	For fixed rate debentures: Rs. 10,00,000/- (Rupees Ten Lakh only)
Mode of Issue	Private placement (Dematerialized form)
Eligible Investors and required Documentation	<p>For Companies:</p> <ul style="list-style-type: none"> Certified true copy of the memorandum and the articles of association of the company; and Certified to be true copy of the Resolution of the Board of Directors, authorizing, and with all particulars relating to the investment in NCDs of NBFCs, and in particular, of the Issuer, and these NCDs, and the acceptance of the terms of these NCDs. <p>For Partnerships:</p> <ul style="list-style-type: none"> Certified true copy of the Deed of Partnership, together with all deeds of amendment thereto (if any); and Certified to be true copy of the Resolution of Partners, authorizing, and with all particulars relating to the investment in NCDs of NBFCs, and in particular, of the Issuer, and these NCDs, and the acceptance of the terms of these NCDs. <p>For Individuals/HUF:</p> <ul style="list-style-type: none"> Certified copy of photo-identity proof like Passport/PAN Card/Driving License copy. <p>For Portfolio Managers:</p> <ul style="list-style-type: none"> Certified true copy of the Resolution of the Board of Directors, authorizing, and with all particulars relating to the investment in NCDs of NBFCs, and in particular, of the Issuer, and these NCDs, and the acceptance of the terms of these NCDs alongwith

	<p>authorized signatory list); and</p> <ul style="list-style-type: none"> • Certified copy of Registration Certificate issued by the Securities and Exchange Board of India to undertake Portfolio Management activities. <p>For Association of Persons (“AOP”):</p> <ul style="list-style-type: none"> • Certified true copy of the Agreement/Deed constituting the AOP, together with all deeds of amendment thereto (if any), • Joint letter signed by each individual constituting the AOP, authorizing, and with all particulars relating to the investment in NCDs of NBFCs, and in particular, of the Issuer, and these NCDs; and the acceptance of the terms of these NCDs; and • Certified true copy of photo identity proof like Passport/PAN Card/Driving License copy of each individual constituting the AOP. <p>For Mutual Funds:</p> <ul style="list-style-type: none"> • Certified true copy of SEBI Registration Certificate and trust deed, certified true copy of the resolution of the board of directors of the asset management company, authorizing, and with all particulars relating to the investment in NCDs of NBFCs, and in particular, of the Issuer, and these NCDs, and the acceptance of the terms of these NCDs along with authorized signatory list). The applications forms duly filled shall clearly indicate the name of the concerned scheme for which application is being made. <p>For Private Trusts</p> <ul style="list-style-type: none"> • Certified true copy of the instrument of trust (i.e., the trust deed); and • Certified true copy of the resolution of the trustees authorising investment in debentures. <p>For Societies registered under the Societies Registration Act, 1860 (“Societies”)</p> <ul style="list-style-type: none"> • Certified true copy of the memorandum of association / deed / any other instrument regulating or governing the constitution of the Society, and rules and regulations / bye-laws of the Society; • Certified true copy of resolution authorising investment in debentures along with operating instructions/power of attorney; • Certified true copy of proof of registration with relevant statutory authority; and • Certified true copy of specimen signatures of authorised signatories. • Where-ever applicable, names and specimen signature(s) of authorized signatories must also be submitted.
Listing (including name of stock exchanges where it will be listed and timeline for listing)	As on the date of the Offer Document, the Debentures are unlisted in nature. Subject to applicable law, the Issuer reserves the right to list the Debentures on recognised stock exchanges in India subsequent to the issuance of the Debentures.
Option to retain oversubscription (Amount)	Rs. 50,00,00,000/- (RUPEES Fifty Crores ONLY)
Purpose and object of issue/details of utilization proceeds	The proceeds of the Issue are to be utilized to meet the funds requirements for the business activities of the Issuer.

Contributions being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	No contributions have been made by the promoters or directors of the Issuer, either as part of the offer or separately in furtherance of such objects.
Rate of dividend	Not Applicable
Redemption Amount	Face Value of the Debentures (N.B.: Please read the terms and conditions)
Redemption Premium/Discount	Not Applicable
Discount at which security is issued and the effective yield as a result of such discount.	Not Applicable
Interest Rate/ Coupon Rate	7.90% per annum
Coupon type	Fixed coupon
Change of Coupon Basis/Step Up/Step Down Coupon Rate	In case the debentures are not called on Call Option Exercise Date, then there would be a step up in coupon by 200 basis points over the Interest Rate/ Coupon Rate i.e., (stepped up coupon shall be 9.90% per annum from August 31, 2018 upto payment of Redemption Amount)
Day Count Basis	Actual / Actual
Interest on the Application Money	For Fixed Rate Debentures: Interest at applicable Interest Rate will be paid on the application money to the applicants (subject to the deduction of tax at source at prevailing rates, as applicable). Such interest will be paid for the period commencing from the date of credit or realization of the cheque(s)/demand draft(s) up to but excluding the Deemed Date of Allotment. Such interest would be paid on all the valid applications, including the refunds. Where the entire application money has been refunded, the interest on application money shall be paid along with the refund orders. Where an applicant is allotted lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the applicant along with the interest on application money.
Depositories	NSDL/CDSL
Debenture Trustee	The Issuer has received the consent of IDBI Trusteeship Services Limited, to act as the Debenture Trustee on behalf of the Debenture Holders. Attached hereto as Annexure III.
Security	The Debentures shall be secured by way of first pari passu charge over moveable financial assets identified by the Issuer in favour of the Debenture Trustee as set out in the deed of hypothecation dated March 17, 2015 as amended, supplemented or modified by way of a supplemental and amendment deed dated April 27, 2016 ("Deed of Hypothecation") and simple mortgage over the immovable assets as set out in the debenture trust deed cum deed of mortgage dated March 17, 2015 in favour of the Debenture Trustee as amended, supplemented or modified by way of a supplemental deed dated April 27, 2016 as amended or modified from time to time ("Debenture Trust Deed/Trust Deed"). The Security has already been created in the manner set out in the Debenture Trust Deed and the Deed of Hypothecation. The Issuer shall get the Security revalued and replaced, if required under applicable law in

	accordance with the terms of the Deed of Hypothecation and Trust Deed.
Transaction Documents	<ul style="list-style-type: none"> • Debenture Trust Deed (including any amendments made thereto) • Deed of Hypothecation (including any amendments made thereto) • Listing agreement • NSDL / CDSL application forms for ISIN • Offer Document <p>Any other document that may be designated as a Transaction Document jointly by the Debenture Trustee and the Issuer</p>
Conditions Precedent to Disbursement	Not applicable
Conditions Subsequent to Disbursement	Not applicable
Events of Default	<ol style="list-style-type: none"> i. Default in payment of the Redemption Amount of Debentures on the due date(s); ii. Two consecutive default in payment of any interest on the Debentures on the due date(s); iii. When any material breach of the terms of the Information Memorandum or the Debenture Trust Deed is committed; iv. When the Issuer creates or attempts to create any charge on the Mortgaged Property or any part thereof without the prior approval of the Debenture Trustee, except as permitted under the Debenture trust Deed and the Security Documents; v. The Issuer without the consent of Debenture Holders ceases to carry on its business or gives notice of its intention to do so; vi. Security for the Debentures is in jeopardy in the opinion of not less than three-fourths in value of the nominal amount of the Debentures for the time being outstanding or the Trustees which shall mean a situation where the value of the Security is significantly diminished; or the Security ceases to have effect; or any action is taken in relation to the Security by any person which may have an impact on the Security or Security Documents; or any of the Security Documents executed or furnished by the Issuer becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect or fails or ceases to provide any benefit of the priority, liens, rights, powers, privileges or security interest purported or sought to be created thereby, or if any such Security Document are assigned or otherwise transferred amended or terminated repudiated or revoked without the approval of the Debenture Trustee; and vii. if an order of a court of competent jurisdiction is made or a special resolution of the shareholders is passed for the winding up of the Issuer.
Provisions related to Cross Default Clause	Not Applicable
Role and Responsibilities of Debenture	Please see page 18 of Shelf Disclosure Document. In the event of any inconsistency between the Debenture Trust Deed and any Offer

Trustee	Document, pertaining to the "Roles and Responsibilities of the Debenture Trustee", the Debenture Trust Deed shall override such Offer Document to the extent of such inconsistency.
Governing Law and Jurisdiction	Laws as applicable in India (including laws applicable to the state of Maharashtra) and subject to exclusive jurisdiction of courts and tribunals at Mumbai only.
Rating ¹	In case of Fixed Rate Non-Convertible Debentures: This issue is covered under the '[ICRA]AAA (Stable)' rating assigned by ICRA in accordance with the letter dated September 06, 2016 and September 22, 2016 revalidated by the latter dated May 28, 2018.
Issuance and Trading Mode	Dematerialized Mode.
Mode of payment	Cheque / pay order will be dispatched by courier or registered post at the address provided in the Application Form / at the address as subsequently notified to the Issuer in writing by Debenture-holder(s) or at the address on the Depository's record. Where applicable, settlement will be effected by account to account transfer vide Reserve Bank of India's Real Time Gross Settlement System.
Mode of repayment	Please refer to Section Terms And Conditions Applicable To The Debentures at BVII (a) of this Offer Document
Issue Opening Date (for all Tranches)	May 30, 2018
Issue Closure Date (for all Tranches)	May 31, 2018 The Offer Document is valid upto and including the Issue Closure Date. No Applications shall be accepted after the Issue Closure Date
Pay - in Date (for all Tranches)	May 31, 2018
Deemed Date of Allotment Date (for all Tranches)	May 31, 2018
Redemption and Maturity Date	Shall mean subject to Business Day Convention: (a) In case of exercise of Call Option; August 31, 2018 (b) In case of non-exercise of call option; August 31, 2019.
Tenor/ Duration	<ul style="list-style-type: none"> • 457 days from the Deemed Date of Allotment in case call option is not exercised • 92 days from the Deemed Date of Allotment in case call option is exercised
Interest / Coupon Period	<ul style="list-style-type: none"> • First Interest / Coupon Payment Date: August 31, 2018 - Rs 19,912.33/- per Debenture with Face Value of Rs 10,00,000/-) for Interest / Coupon Period from May 31, 2018 upto August 31, 2018. • Second Interest / Coupon Payment Date: August 31, 2019 (if Call Option not exercised) - Interest Amount Rs 99,000/- per debenture with Face Value of Rs 10,00,000/- for Interest / Coupon Period from August 31, 2018 upto August 31, 2019.
Call Option Exercise Date	<ul style="list-style-type: none"> • The Issuer may exercise the Call Option on August 30, 2018. Upon exercise of Call Option, the interest and redemption payment shall be made on August 31, 2018.
Settlement mode of the instrument	Cheque / pay order will be dispatched by courier or registered post at the address provided in the Application Form / at the address as subsequently notified to the Issuer in writing by Debenture-holder(s) or at the address on the Depository's record. Where applicable, settlement will be effected by account to account transfer vide Reserve Bank of India's Real Time

	Gross Settlement System.
Business Day Convention	Modified Following Business Day Convention as defined by ISDA Definitions 2000. Provided However, if the due date in respect of the Maturity Date falls on a Saturday, Sunday and/or a Public Holiday/s or a day which is a bank holiday at the place where the payment is to be made, the immediately previous working day shall be considered as the effective date/due date for such payment.
Record Date	(a) CFIL's register of Debenture Holder(s)/record of the Depository will be closed on the Record Date. The Record Date, for interest and redemption (other than by way of exercise of Call Option payments shall be fifteen (15) days prior to the date(s) of respective payment; and (b) in case exercise of Call Option, the Record Date shall be one (01) Business Day prior to the date of notice of Call Option to determine the names of Debenture Holder(s) to whom interest, and/or principal Call Option Price is to be paid.
Tenor/ Duration	15 months from the Deemed Date of Allotment
Default interest rate	In case of default in payment of Interest and/or Redemption Amount on the due dates, additional interest of at least @ 2% p.a. over the Interest will be payable by the Issuer for the defaulting period.
Distributor(s) to the Issue	For Interest / Coupon Rate – Tranche 1- Citibank NA will be paid a distribution fee of upto 0.01% (Exclusive of GST) by the Issuer on the amount of distribution done by them. Citibank N.A. is affiliated with the Issuer

A. SALIENT TERMS AND CONDITIONS OF ISSUE, APPLICATION AND ALLOTMENT OF THE DEBENTURES (TO BE READ IN CONJUNCTION WITH ISSUE STRUCTURE TERMS AND CONDITIONS)

1. AUTHORITY FOR THE ISSUE

Sr. No.	Resolution	Date
1.	Resolution of the board of directors under section 179 of the Companies Act, 2013	May 25, 2017
2.	Special resolution of the shareholders of the Company under section 42 of the Companies Act, 2013	September 29, 2017
3.	Special resolution of the shareholders of the Company under section 180(1)(a) of the Companies Act, 2013	September 29, 2017 29 th Sept 2017
4.	Special resolution of the shareholders of the Company under section 180(1)(c) of the Companies Act, 2013	February 15, 2017

The resolutions under 2, 3 and 4 are collectively referred to as the "Shareholders' Resolutions"

2. WHO CAN APPLY?

Only those persons, who are individually addressed through direct communication by CFIL, are eligible to apply for the Debentures, subject to due consideration by them of the laws, rules and regulations applicable to them. No other person may apply. The Application Process is as set out under the application form for the Debentures.

