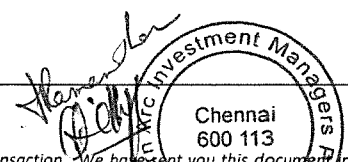


TERM SHEET

The terms and conditions given below are indicative only and are not exhaustive and subject to change.

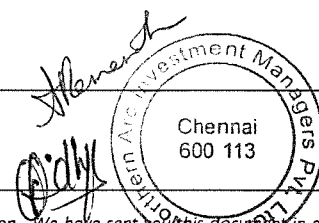
PARTIES INVOLVED IN THE ISSUE	
Issuer / Company	Si Creva Capital Services Private Ltd (Kisht)
Debenture Trustee	Beacon Trusteeship Limited
Subscriber(s)	Axis Trustee Services Limited acting in its capacity as the trustee of the IFMR Finance for Freedom Fund III with IFMR FImpact Long Term Credit Fund as its scheme.
Debenture Holders	The persons who are, for the time being and from time to time, the holders of the Debentures and, whose names appear in the Register of Beneficial Owners, where such Debentures are held in dematerialised form and the Register of Debenture Holders, where such Debentures are held in physical form.
Depository	NSDL
Registrar and transfer agent	NSDL Database Management Limited
Rating Agency	CARE
Legal Counsel	Not Applicable
Guarantor(s)	OnEMI Technology Solutions Private Limited
Credit Enhancer(s)	Not Applicable
Other obligor(s)	Not Applicable
DETAILS OF THE INSTRUMENT	
Type of instrument	Non-convertible Debentures (" Debentures " / " NCD ")
Nature of instrument	Rated, Taxable, Unsubordinated, Secured, Transferable, Redeemable Non-Convertible Debentures.
Ranking	Unsubordinated
Security requirements	Debentures shall be secured as per the terms and conditions stipulated under the heading ' Security Creation ' hereunder.
Listing requirements	Unlisted,



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	To be listed in the Wholesale Debt Market segment of BSE within 30 Business Days from the date of request from the Debenture Trustee											
Rating	CARE BBB											
ISSUE DETAILS												
Mode of Issue	Private Placement											
Form of issue	Debentures will be issued in dematerialized form											
Issue size	INR. 15,00,00,000/- (Indian Rupees Fifteen Crores only)											
Tenor	18 (Eighteen) months											
Face value	INR 10,00,000/- (Indian Rupees Ten Lakhs only)											
Issue price	Debentures will be issued at par											
Issue Schedule	<table border="1"> <thead> <tr> <th>Details</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Issue Opening Date</td> <td>March 30, 2019</td> </tr> <tr> <td>Issue Closing Date</td> <td>March 30, 2019</td> </tr> <tr> <td>Issue Payin Date</td> <td>March 30, 2019</td> </tr> <tr> <td>Deemed Date of Allotment</td> <td>March 30, 2019</td> </tr> </tbody> </table>		Details	Date	Issue Opening Date	March 30, 2019	Issue Closing Date	March 30, 2019	Issue Payin Date	March 30, 2019	Deemed Date of Allotment	March 30, 2019
	Details	Date										
	Issue Opening Date	March 30, 2019										
	Issue Closing Date	March 30, 2019										
	Issue Payin Date	March 30, 2019										
Deemed Date of Allotment	March 30, 2019											
Objects of the issue	For onward lending purposes only											
Utilization of issue proceeds	<p>The Issuer shall utilize the proceeds of the Issue solely for meeting the Objects of the Issue as stated in the Information Memorandum;</p> <p>Loans originated from this issue must only be for the purpose of financing products like consumer durables, Mobile Phones, electronics or for the purpose of originating personal loans.</p>											
REDEMPTION												
Redemption Amount	Each Debenture shall be redeemed at par											
Scheduled Redemption	Debentures shall be redeemed on a pro rata basis as set out in Schedule 1 (Redemption Schedule) hereto and shall be fully redeemed by the Final Redemption Date.											
Final Redemption Date	September 30, 2020											
Put/Call Option Exercise Date	Dec 31, 2019											
Put/Call Notification Time	30 calendar days											

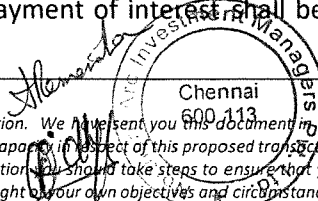


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Put/Call Option Exercise Price	INR 10,00,000/- (Indian Rupees Ten Lakhs only)
Early Redemption	Early Redemption shall not be allowed within 9 months from Deemed Date of Allotment. In case of Early Redemption of the Debentures at the instance of the Issuer, on any date other than the Final Redemption Date and not arising due to an Event of Default, the Issuer shall pay a penalty of 5% on the principal amount prepaid. The Issuer shall seek consent for Early Redemption from the Debenture Holders and give the Debenture Trustee and the Debenture Holders at least 15 (Fifteen) days prior written notice for the same.
COUPON PAYMENT	
One-time interest	0.90% (Zero Decimal Nine Zero Percent), which shall be payable upfront to the Debenture Holders prior to Disbursement On The Deemed Date of Allotment
Coupon Type	Fixed
Coupon Rate	14.50% (Fourteen Decimal Five Zero Per Cent) per annum, compounded monthly payable at such frequency as set out below against the heading 'Coupon Payment Frequency' and on such dates as set out below against the heading 'Coupon Payment Dates'
Coupon Payment Frequency	Quarterly
Coupon Payment Dates	Quarterly on 31 st March, 30 th June, 30 th September and 31 st December of every calendar year after Deemed Date of Allotment until the Final Redemption Date.
Step-up Coupon	Not applicable
Step-down Coupon	Not applicable
Default interest	[Coupon Rate] plus 5.00 % (Five-point Zero Percent)
CONVENTIONS	
Day Count Basis	Actual/Actual
Business Day	Means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which banks are open for general business in Chennai & Mumbai;
Date Convention	(a) If the date of payment of any interest in respect of the Debentures falls on a day that is not a Business Day, such payment of interest shall be made on the next occurring Business Day;

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Attestation

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	<p>(b) If the date of payment of any redemption amount falls on a day that is not a Business Day, such payment of instalment shall be made on the immediately preceding Business Day; and</p> <p>(c) If the Final Redemption Date or the Early Redemption Date (the date on which the Debentures are redeemed prior to the Final Redemption Date in terms of the Transaction Documents), as the case may be, falls on a day that is not a Business Day, such payment of interest and redemption amount shall be made on the immediately preceding Business Day.</p>										
Delay Penalty	In the case of a delay in the execution of Debenture Trust Deed the Issuer shall pay penal interest of 3% p.a. over and above the applicable Coupon Rate.										
THIRD PARTY OBLIGATIONS											
Guarantor(s)	<p>OnEMI Technology Solutions Private Limited (Promoter)</p> <p>If the Promoter / Issuer has availed / avails any credit facility guaranteed by any or all the key shareholders (Ranvir Singh and Krishnan Vishwanathan) during so long as any amount remains outstanding under this Facility, then the aforesaid key shareholders shall provide personal guarantee to the debenture trustee guaranteeing the outstanding amounts under this Facility.</p>										
Obligations to Guarantor	<p>(a) Corporate Guarantee by OnEMI Technology solutions Pvt Ltd</p> <p>(b) Guarantor shall ensure that investors of OnEMI Technology Solutions Pvt Ltd (as defined in the table below) shall not transfer or create encumbrance on the shares of OnEMI Technology Solutions Pvt. Ltd., held by them respectively without the prior written consent of the Debenture trustee Any dilution of stake by the investors(as defined in the table below) in their respective shareholding in OnEMI Technologies Pvt. Ltd., below the existing level shall require prior written consent of the Debenture trustee.</p> <table border="1" data-bbox="544 1512 1382 1736"> <thead> <tr> <th>Name of Shareholder</th> <th>Percentage ownership</th> </tr> </thead> <tbody> <tr> <td>Ranvir Singh</td> <td>11.36%</td> </tr> <tr> <td>Krishnan Vishwanathan</td> <td>11.36%</td> </tr> <tr> <td>Greatest Investments Ltd</td> <td>24.53%</td> </tr> <tr> <td>M/s. Venture East Trustee Company Pvt Ltd</td> <td>9.27%</td> </tr> </tbody> </table> <p>(c) the Issuer shall procure and furnish the Debenture trustee with undertaking(s) issued by the any or all the key shareholders of OnEMI (being Ranvir Singh and Krishnan Vishwanathan) undertaking that they shall not transfer or encumber their respective shares or allow dilution in their respective shareholding without the prior written consent of the</p>	Name of Shareholder	Percentage ownership	Ranvir Singh	11.36%	Krishnan Vishwanathan	11.36%	Greatest Investments Ltd	24.53%	M/s. Venture East Trustee Company Pvt Ltd	9.27%
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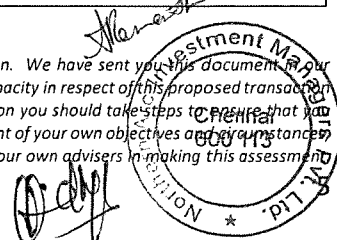
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Investment Manager
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	Debenture Trustee as a condition precedent for disbursement of the Facility or any part thereof.
Credit Enhancer(s)	None
Other Obligor(s)	None
SECURITY CREATION	
Negotiable instruments	None
Hypothecation	<p>The Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ("Hypothecated Receivables") created pursuant to the agreement of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Receivables shall at all times be equal to the value of the outstanding principal amount of the Debentures. The Issuer undertakes:</p> <ul style="list-style-type: none"> • to maintain the value of security at all times equal to 1.00 (One decimal point zero zero) time or 100.0% (One Hundred Percent) the aggregate amount of principal outstanding of the NCDs where at least 1.00 (One decimal point zero zero) time or 100.0% (One Hundred Percent) of the security cover is from principal receivables ("Security Cover"); • to create, register and perfect the security over the Hypothecated Assets as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment by executing a duly stamped agreement of hypothecation ("Hypothecation Agreement") and filing CHG-9 within the time period applicable; The Company shall also provide such information sought by the Debenture Trustee for the purpose of filing the prescribed forms and particulars with the Central Registry and Information Utility in connection with the Debentures and the Security Interest over the Hypothecated Property. • to pay a penal interest of 2.0% (Two Percent) p.a. over the Coupon Rate in case there is any delay in the creation, registration and perfection of the security over the Hypothecated Assets; • to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) ("Monthly Hypothecated Asset Report") • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.00 (One decimal point zero zero) time or 100.0% (One Hundred Percent) the aggregate amount of principal outstanding of the NCDs where at least 1.00

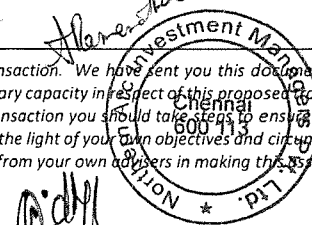
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	<p>(One decimal point zero zero) time or 100.0% (One Hundred Percent) of the security cover is from principal receivables.</p> <ul style="list-style-type: none"> to replace/top up any Hypothecated Receivables that become overdue with current receivables in terms of the hypothecation agreement. <p><u>Eligibility Criteria for the Hypothecated Receivables:</u></p> <ul style="list-style-type: none"> the receivables are existing at the time of selection and have not been terminated or pre-paid; the receivables have not been restructured or rescheduled All "Know Your Customer" norms have been complied with as prescribed by the Reserve Bank of India Loans constituting the hypothecated receivables must only be for the purpose of financing products like consumer durables, Mobile Phones, Electronics, jewellery or personal loans. Every loan originated from the facility should be originated by the Issuer and not loans purchased from a third party.
Post-Dated Cheques	Not Applicable
Pledge	Not Applicable
Mortgage	Not Applicable
OTHER COVENANTS	
Debenture Redemption Reserve	If so applicable for the Issue, the Issuer shall create debenture redemption reserve in accordance with the Companies Act, 2013 (and Rules thereunder) and in terms thereof earmark an amount not less than 15% of the amount maturing during the year ending on the 31 st day of March of the next year by way of investment and deposits in specified securities on or before the 30 th day of April in each year.
Related Party Transactions	<p>Issuer shall not enter into any transaction(s) with a related party without the prior written consent of the Debenture Trustee except for the following transactions:</p> <ol style="list-style-type: none"> (1) Any amount of Equity infusion by OnEMI to Sicreva (2) Any advance given by OnEMI to Sicreva (3) Any advance given by Sicreva to OnEMI (4) Sharing of common expenses between OneEMI and Sicreva (5) Remuneration or salary or any payment made to directors for their services

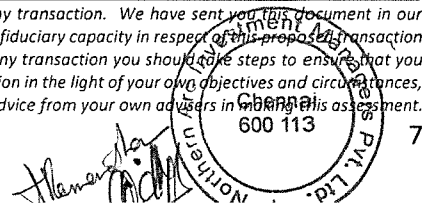
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	<p>However, for points (3), (4), and (5), in any given financial quarter, Issuer shall not enter into transaction(s) aggregating to an amount more than 10% of the NetWorth of the Company</p>
<p>Affirmative Covenants</p>	<ul style="list-style-type: none"> (a) To utilise the proceeds of this issue in accordance with applicable laws and regulations (b) To ensure the appointment of at least 1 independent director within 12 months from Date of Deemed Allotment (c) To promptly inform notice of winding up / other legal proceedings (d) To promptly inform Material Adverse Effect (e) To provide the Debenture Holders with access to data / information / meetings with the management team for periodical portfolio monitoring (f) To comply with corporate governance, fair practices code prescribed by RBI <p>And as set out in greater detail in the Debenture Trust Deed</p>
<p>Negative Covenants</p>	<ul style="list-style-type: none"> a) Mr. Krishnan Vishwanathan and Mr. Ranvir Singh ceasing to maintain an executive role in the company and in the Promoter b) Any dilution of control over Board composition, other than appointment of independent directors c) Issuer shall not, without the prior written consent of the Debenture trustee, redeem, purchase, buyback, defease, retire, return or repay any of its equity share capital or resolve to do so. d) Issuer shall not dispose of its assets or compromise with any of its creditors without the prior written consent of the Debenture trustee, except in the ordinary course of and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms. e) Issuer agrees to declare dividends only out of the profits relating to that year and after making all due and necessary provisions and provided further that there have been no defaults in repayments under the Facility. In all other cases, prior written consent of the Debenture trustee shall be obtained before declaring dividends. f) Issuer shall not without the prior written consent of the Debenture trustee effect any change in its Memorandum or Articles of Association. g) Issuer shall not without the prior written consent of the Debenture trustee enter into or perform any transaction other than in its ordinary course of business. h) Issuer shall not, without prior written consent by the Debenture trustee: Enter into any transaction(s) (including but not limited to loans or advances and investment by way of share capital) other than in its ordinary course of business or provide any guarantee. i) Issuer shall not make any material change in its management, change in control (as defined under the under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011), enter into any compromise arrangement with its shareholders or creditors, pass a resolution of voluntary winding up or implement any scheme for restructuring or reconstruction, consolidation, amalgamation, merger or other similar

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	<p>purposes or change its shareholding & ownership structure without the prior written consent of the Debenture trustee.</p>
<p>Events of Default</p>	<p>(a) Non-payment of any of the dues under this term sheet, with a grace period of 3 days in case of delays due to technical reasons (b) Default in compliance with financial covenants (c) Default in compliance with non-financial covenants (d) Default or trigger of event of default on any other indebtedness (cross default) (e) Misrepresentation or misleading information in any of the Transaction Documents (f) Insolvency, winding up, liquidation (g) Creditors' processes initiated against the company (h) Repudiation of Transactions Documents (i) Cessation of business (j) Erosion of 50% or more of the Company's net worth as compare to previous financial year</p> <p>And as set out in greater detail in the Debenture Trust Deed</p>
<p>Reporting Covenants</p>	<p>(a) QUARTERLY REPORTS - within 45 (Forty-five) calendar days after the end of each calendar quarter:</p> <p>(i) Information on financials, operations, portfolio growth & asset quality (static portfolio cuts, collection efficiency and PAR), funding in formats agreeable to the Debenture Holders (ii) List of Board of Directors (iii) Shareholding Pattern (iv) Financial covenant compliance certificate issued by management (v) Copy of returns filed with RBI (vi) Information on:</p> <ul style="list-style-type: none"> • New products introduced, or change in existing product features • New business correspondent relationships or discontinuance of existing relationships • Geographical expansion to any new state • Material changes to the IT / MIS systems • Change in credit bureaus used • Revision in the Business Plan • Changes in the Accounting Policy • Any fraud amounting to more than 1% of GLP <p>(b) ANNUAL REPORTS – within 120 days after the end of each fiscal year</p> <p>(i) Audited financials (ii) A certificate from the Director/CFO confirming that there is no Potential Default or Event of Default; (iii) Copy of all annual information submitted to the RBI; and</p>

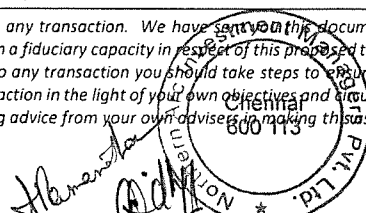
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	<p>(iv) Corporate social responsibility report (if applicable).</p> <p>(c) EVENT BASED REPORTS – within 5 business days after event occurring</p> <ul style="list-style-type: none"> (i) Change in Board of Directors (ii) Change in the shareholding structure (iii) Change in the Senior Management officials (Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or Chief Risk Officer) (iv) Change in statutory auditors (v) Board approval of annual business plan (vi) Material change in the Constitutional Documents of the Company; (vii) Material Adverse Effect. (viii) (ix) Winding up proceedings (x) Any Event of Default or Potential Default, and any steps taken / proposed to remedy the same (xi) Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect. <p>Any prepayment or notice of any prepayment of any Indebtedness of the Issuer</p>
<p>Financial Covenants</p>	<p>1. Minimum capital ratio of Tier 1 Capital and Tier 2 Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items shall not be less than 20% (Twenty percent) or as per the regulatory minimum prescribed by the RBI under the NBFC master directions, whichever is higher;</p> <p>For the purpose of calculation of minimum capital ratio:</p> <ul style="list-style-type: none"> (i) First loss credit enhancements provided by the Issuer on securitization shall be reduced from Tier 1 and Tier 2 Capital and the deduction will be capped at 15% of the outstanding securitized portfolio. (ii) Credit enhancements provided by the Issuer on loans originated on behalf of other institutions shall be reduced from Tier and Tier 11 capital without any ceiling. The deduction shall be made at from Tier capital and at Tier II capital. (iii) It is also clarified that in computing the amount of subordinated debt eligible for inclusion in Tier Capital,

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the aforementioned subordinated debt shall be discounting as prescribed by RBI.

2. The maximum permissible ratio of PAR > 30 including write-offs in the trailing twelve months (on the Issuer's entire portfolio including receivables sold or discounted on a non-recourse basis) to Gross Loan portfolio shall be 10%.
3. The minimum permissible ratio of the Adjusted Tangible Net Worth to Financial Indebtedness shall be at least 25%.
4. Off balance sheet portfolio should not be more than 35%.
5. The maximum permissible ratio of PAR > 90 including write-offs in the trailing twelve months (on the Issuer's entire portfolio including receivables sold or discounted on a non-recourse basis) to tangible net worth shall be 10%.

For the purpose of aforementioned Financial Covenants, following terms shall have the following meanings-

Portfolio at Risk greater than 30 days or PAR 30 shall mean, in a district or a branch or on the Issuer's entire portfolio at any point of time, as the case may be, the outstanding principal value of the Issuer's portfolio that has one or more instalments of principal, interest, penalty interest, fee or any other expected payments overdue for 30 days or more and includes restructured loans.

Tangible Net-worth means, with respect to any person, the amount paid up on such person's issued share capital and any amount standing to the credit of its reserves, less goodwill or other intangible assets.

Adjusted Tangible Net-worth means Tangible Network after the deduction of credit enhancement provided as first loss protection cash collateral on a non-recourse of receivables.

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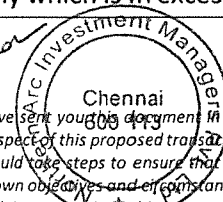
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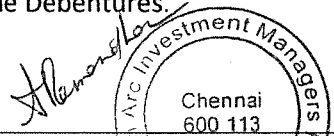
	<p>Gross Loan portfolio means and includes the outstanding principal amounts of the originated by the issuer on its books, securitized portfolio as well as loans originated on behalf of other entities by entering into partnership agreements but not included on the issuer's Own book.</p> <p>Off-Balance Sheet portfolio shall mean principal balance of (i) loans securitized by the Issuer, (ii) loans assigned by the Issuer and (iii) loans originated a behalf Of Other institutions.</p> <p>NBFC Master Directions means the master directions issued by the RBI on Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 or Non-banking Financial Company - Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 as may be applicable for the Issuer (as amended or modified or restated from time to time).</p> <p>Tier I Capital means owned fund as reduced by investment in shares of other non-banking financial companies and in shares, debentures, bonds, outstanding loans and advances including hire purchase and lease finance made to and deposits with subsidiaries and companies in the same group exceeding, in aggregate, ten per cent of the owned fund; and perpetual debt instruments issued b'/ a non-deposit takin8 non-banking financial company in each year to the extent it does not exceed 15% of the aggregate Tier Capital of such company as on March 31 of the previous accounting year.</p> <p>Tier 2 Capital means and includes (a) preference shares other than those which are compulsorily convertible into equity (b) revaluation reserves at discounted rate of fifty five percent (c) General Provisions (including that for Standard Assets) and loss reserves to the extent these are not attributable to actual diminution in value or identifiable potential loss in any specific asset and are available to meet unexpected losses, to the extent of one and one fourth percent of risk weighted assets; (d) hybrid debt capital instruments; (e) subordinated debt; and (f) perpetual debt instruments issued by a non- deposit taking non-banking financial company which is in excess</p>
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This document does not constitute an offer, or an invitation to offer, or a recommendation to enter into any transaction. We have sent you this document in our capacity as a potential counterparty acting at arm's length. We are not acting as your financial adviser or in a fiduciary capacity in respect of this proposed transaction or any other transaction with you unless otherwise expressly agreed by us in writing. Before entering into any transaction you should take steps to ensure that you understand the transaction and have made an independent assessment of the appropriateness of the transaction in the light of your own objectives and circumstances, including the possible risks and benefits of entering into such transaction. You should also consider seeking advice from your own advisers in making this assessment.

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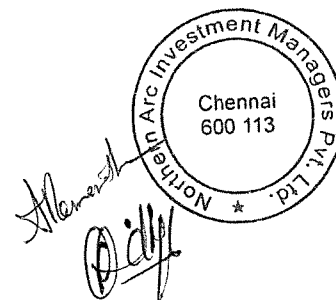
	<p>of what qualifies for Tier I Capital, to the extent the aggregate does not exceed Tier 1 Capital.</p> <p>Financial Indebtedness means any indebtedness for or in respect of (a) moneys borrowed; (b) any amount raised by acceptance under any credit facility; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any amount payable for redemption of any redeemable preference share which is redeemable at the option of the Issuer: or according to the terms of its issue. is redeemable prior to the maturity of this Facility; (e) the amount of any liability in respect Of any lease or hire purchase contract which would, in accordance with GMP, be treated as a finance or capital lease; (f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis): (g) any amount raised under am other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (h) the acquisition of any Service to the extent payable before or after its acquisition or possession by the party liable where the advance deferred payment (i) is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or (ii) involves a period of more than six months before or after the date of acquisition or supply; (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price land, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account): (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and (l) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.</p>
<p>Transaction Documents</p>	<p>Debenture Trust Deed, Hypothecation Agreement, Disclosure Documents, Resolutions, the letters issued by the Rating Agency and the Registrar and all other documents in relation to the issuance of the Debentures.</p> <p>Disclosure Documents means collectively,</p> <div style="text-align: right;">  <p>Chennai 600 113</p> </div>

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	<p>(a) the debt disclosure document to be issued by the Issuer in terms of sub-regulation (1) of Regulation 21 (<i>Disclosures in respect of Private Placements of Debt Securities</i>) of the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 (if applicable); and</p> <p>(b) private placement offer letter to be issued by the Issuer in terms of section 42 (<i>Offer or invitation for subscription of securities on private placement</i>) of the Companies Act, 2013.</p> <p>Resolutions means collectively,</p> <p>(a) special resolution of the shareholders of the Company under Section 180(1)(a) of the Companies Act, 2013, if applicable;</p> <p>(b) special resolution of the shareholders of the Company under Section 180(1)(c) of the Companies Act, 2013, if applicable;</p> <p>(c) board resolution of the board of directors of the Company under Section 42 and other applicable provisions of the Companies Act, 2013 and Rules thereunder;</p> <p>(d) special resolution of the shareholders of the Company under the applicable provisions of the Companies Act, 2013 and Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014.</p>
<p>Other Costs & Conditions</p>	<p>The Issuer shall bear the costs and expenses incurred in connection with the transactions contemplated hereby including stamp duty and registration fee (if applicable) on the Transaction Documents (and the Debentures), appointment of the Debenture trustee, legal advisors' expenses and expenses incurred in the preparation for the Transaction Documents.</p>
<p>Governing Law and Jurisdiction</p>	<p>Indian Law with jurisdiction of the courts and tribunals of Chennai.</p>



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Schedule 1: Redemption Schedule

Cash Flow date	Repayment	Coupon	Cash Flow
30-03-19	-	13,50,000	(15,00,00,000)
30-06-19	-	55,49,970	55,49,970
30-09-19	-	55,49,242	55,49,242
31-12-19	-	55,49,243	55,49,243
31-03-20	-	54,73,002	54,73,002
30-06-20	-	54,73,026	54,73,026
30-09-20	15,00,00,000	55,33,897	15,55,33,897

