

This Key Information Document is neither a prospectus nor a statement in lieu of a prospectus

SECTION 5: KEY TERMS OF THE ISSUE

SUMMARY TERMS

Security Name	slice SFB Tier II 12.00% NCD 2031
Issuer / Bank	slice Small Finance Bank Limited (formerly known as North East Small Finance Bank Limited) ("slice SFB") ("Bank")
Type of Instrument	Listed, Rated, Taxable, Unsecured, Transferable, Redeemable, Fully paid up, Basel II compliant lower Tier II subordinated bonds in the form of Non-convertible debentures on a Private placement basis.
Nature of Instrument	The Debentures shall neither be secured nor covered by a guarantee of slice SFB or related entity or secured by way of any other arrangements that legally or economically enhances the seniority of the claim vis-à-vis other creditors of slice SFB.
Seniority (Senior or Subordinated)	Subordinated  The Debentures shall be: a) superior to the claims of investors in instruments eligible for inclusion in Tier 1 capital of slice SFB; b) superior to the claims of Basel III Tier 2 debt capital instruments and Basel II Upper Tier 2 debt capital instruments; c) subordinate to the claims of the depositors and general creditors of slice SFB; and d) eligible for classification as Lower Tier II Capital of the Bank in accordance with the Basel II Framework.
Mode of Issue	Private placement
Eligible Investors	Please refer to Section 6 (clause 6.15) of the General Information Document.
Listing (Name of stock exchange(s) where it will be listed and timeline for listing)	The Debentures are proposed to be listed on the wholesale debt market of BSE Limited / Bombay Stock Exchange.  In accordance with the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, and subject to RBI regulations, in case of a delay by slice SFB in listing the Debentures beyond such timelines as prescribed under Applicable Law, slice SFB shall, subject to Applicable Law, make payment to the Debenture Holders of 1% (One Percent) per annum over the Coupon Rate from the Deemed Date of Allotment till the listing of such Debentures.
Rating of the Instrument	BBB+; Stable by Acuité Ratings & Research Limited
Issue Size of Debentures	This issue of Debentures is for an aggregate amount up to Rs. 75,00,00,000/- (Rupees Seventy-Five Crores Only).
Green Shoe Option (if any)/ option to retain oversubscription	Not applicable.
Minimum Subscription	Rs.1,00,000/- (Rupees One Lakh only) and in multiples of Rs.1,00,000/- (Rupees One Lakh only) thereafter.
Option to retain oversubscription (Amount)	Not applicable
Objects of the Issue / Purpose for which there is requirement of funds	The Issue Proceeds equivalent to 100% (One Hundred percent) of the funds raised by the Issue will be to augment the Tier II Capital of slice SFB for strengthening slice SFB's capital adequacy and enhancing slice SFB's long-term resources and for the regular business activities of slice SFB. slice SFB further undertakes that it shall not carry out any other activities as may be prohibited by RBI and / or such other regulators as may be applicable from time to time.
In case the Issuer is an NBFC and the objects of the Issue entail loan to any	Not applicable

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entity who is a 'group company' then disclosures shall be made in the format as prescribed	
Details of Anchor (if any)	Not applicable.
Interest Rate Parameter (Zero Coupon, Fixed Coupon or Floating Coupon)	Fixed Coupon
Bid Opening Date and Bid Closing Date	March 16, 2026
Minimum Bid Lot	1 (One) Debenture and in multiples of 1 (One) Debenture.
Manner of bidding (Open or Closed Bidding)	Closed Bidding.
Manner of Allotment (Uniform Yield Allotment or Multiple Yield Allotment)	Uniform yield.
Manner of Settlement (through Clearing Corporation or through Escrow Bank Account of the Issuer)	Through Clearing Corporation (i.e., ICCL)
Settlement cycle	T+1
Details of the utilization of the Proceeds	Please refer to the head "Objects of the Issue" as provided hereinabove.
Coupon Rate	12.00 % (Twelve percent) per annum payable Monthly.
Step Up/Step Down Coupon Rate	Not applicable
Coupon Payment Frequency	Monthly
Coupon Payment dates	The indicative interest payment schedule and redemption payment is set out in Annexure I hereinbelow.
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	Not applicable
Day Count Basis	Actual/ Actual
Business Day	means any day of the week (excluding non-working Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) (as may be amended/supplemented from time to time) in Bengaluru , Karnataka or Guwahati, Assam, and any other day on which banks are closed for customer business in Bengaluru or Guwahati) on which the money market is functioning in Bengaluru or Guwahati and "Business Days" shall be construed accordingly.
Business Day Convention	<p>If the Interest Payment Date falls on a day other than a Working Day, the interest payment shall be made by the Issuer on the immediately succeeding Working Day and calculation of such interest payment shall be as per original schedule as if such Interest Payment Date were a Working Day. Further, the future Interest Payment Dates shall remain intact and shall not be changed because of postponement of such interest payment on account of it failing on a non-Working Day.</p> <p>If Redemption Date (also being the last Interest Payment Date) falls on a day that is not a Working Day, the Redemption Amount shall be paid by the Issuer on the immediately preceding Working Day along with interest accrued until on the NCDs but excluding the date of such payment.</p> <p>Further, in case of failure of RBI's system for RTGS/NEFT payment, the same will be made on the next Business Day. The Company will not be liable to pay any additional interest on account of same.</p>
Interest on Application Money	At the 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

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	prior to the Deemed Date of Allotment. Where pay-in Date and Deemed Date of Allotment are the same, no interest on application money shall be paid.										
<b>Default Interest Rate</b>	In case of default in payment of Coupon and/ or redemption of the principal amount of the Debentures on the respective due dates, additional interest of at least 2% (Two Percent) per annum over and above the Coupon Rate shall be payable by slice SFB, subject to Applicable Law, for the defaulting period until the defaulted amount together with the delay penalty is paid.  Where slice SFB fails to execute the Debenture Trust Deed within the period specified by SEBI, then without prejudice to any liability arising on account of violation of the provisions of the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, slice SFB shall also pay interest of at least 2% (Two Percent) per annum or such other rate, as specified by SEBI to the Debenture Holders, over and above the Coupon Rate, till the execution of the Trust Deed, subject to Applicable Law.										
<b>Tenor</b>	5 (Five) years and 9 (Nine) Months from the Deemed of Allotment.										
<b>Redemption Date</b>	December 17, 2031										
<b>Redemption Amount</b>	Debentures will be redeemed at Par i.e. Rs. 1,00,000/- (Rupees One Lakh only) per Debenture										
<b>Redemption Premium / Discount</b>	Not applicable										
<b>Issue Price</b>	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture										
<b>Discount at which security is issued and the effective yield as a result of such discount.</b>	Not applicable										
<b>Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount</b>	Not applicable										
<b>Put Option Date</b>	Not applicable										
<b>Put Option Price</b>	Not applicable										
<b>Call Option Date</b>	Not applicable										
<b>Call Option Price</b>	Not applicable										
<b>Put Notification Time (Timelines by which the investor needs to intimate Issuer before exercising the put)</b>	Not applicable										
<b>Call Notification Time (Timelines by which the Issuer needs to intimate investor before exercising the call)</b>	Not applicable										
<b>Rollover Option</b>	Not applicable										
<b>Face Value</b>	Rs. 1,00,000/- (Rupees One Lakh only) per Debenture										
<b>Minimum Application and in multiples of Debt securities thereafter</b>	1 (One) Debenture and in multiples of 1 (One) Debenture thereafter.										
<b>Details about Underwriting of the Issue including the Amount Undertaken to be Underwritten by the Underwriters.</b>	Not applicable										
<b>Issue Timing</b>	<table border="1"> <tr> <td><b>Issue Opening Date</b></td> <td>March 16, 2026</td> </tr> <tr> <td><b>Issue Closing Date</b></td> <td>March 16, 2026</td> </tr> <tr> <td><b>Pay-in Date</b></td> <td>March 17, 2026</td> </tr> <tr> <td><b>Deemed Date of Allotment</b></td> <td>March 17, 2026</td> </tr> <tr> <td><b>Date of earliest closing of the Issue</b></td> <td>March 16, 2026</td> </tr> </table>	<b>Issue Opening Date</b>	March 16, 2026	<b>Issue Closing Date</b>	March 16, 2026	<b>Pay-in Date</b>	March 17, 2026	<b>Deemed Date of Allotment</b>	March 17, 2026	<b>Date of earliest closing of the Issue</b>	March 16, 2026
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	slice SFB reserves the right to change the Issue Programme including the Deemed Date of Allotment at its sole discretion in accordance with the timelines specified in the SEBI Debt Listing Regulations without giving any reasons or prior notice. The Issue will be open for bidding as per bidding window that would be communicated through BSE BOND-EBP Platform.
<b>Issuance mode of the Instrument</b>	Demat Only
<b>Trading mode of the Instrument</b>	Demat Only
<b>Settlement mode of the Instrument</b>	Electronic Settlement will be effected by account-to-account transfer vide Reserve Bank of India's Real Time Gross Settlement System (RTGS)/ National Electronic Funds Transfer (NEFT)/Immediate Payment Service (IMPS) etc.
<b>Depository(ies)</b>	NSDL and CDSL
<b>Disclosure of Interest/ Redemption Dates</b>	The illustrative interest payment and redemption payment Schedule is set out in Annexure I hereinbelow.
<b>Record Date</b>	<p>The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Coupon Payment Date/ Redemption Date which shall be the date falling 15 (fifteen) calendar days prior to such due date for payment.</p> <p>In case the Record Date falls on a day when the Stock Exchanges are having a trading holiday, the immediate subsequent trading day or a date notified.</p>
<b>All covenants of the issue (including side letters, accelerated payment clause, etc.)</b>	Please refer to All covenants of the issue under the respective Key Information Document.
<b>Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation</b>	Not Applicable as the Debentures are unsecured.
<b>Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the issue document</b>	Not Applicable as the Debentures are unsecured.
<b>Transaction Documents</b>	<p>means:</p> <ol style="list-style-type: none"> <li>Debenture Trust Deed.</li> <li>Debenture Trustee Agreement.</li> <li>Debt Disclosure Documents (i.e. General Information Documents and Key Information Document).</li> <li>Letters issued by the, and each memorandum of understanding/agreement entered into with, the Rating Agency, the Debenture Trustee and/or the Registrar.</li> <li>Each tripartite agreement between the Issuer, the Registrar, and the relevant Depository.</li> <li>The resolutions and corporate authorizations provided pursuant to the Conditions Precedent.</li> <li>All other documents, undertakings, letter-agreement(s), and the resolutions of the Issuer comprising the Conditions Precedent in relation to the issuance of the Debentures; and</li> <li>Any other document that may be designated as a Transaction Document by the Debenture Trustee or the Debenture Holders, and "Transaction Document" means any of them.</li> </ol>

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<p><b>Conditions Precedent for issuance of Debentures</b></p>	<p>The obligations of the Debenture Holders to subscribe to the Debentures are conditional upon the fulfilment of each of the conditions described under Schedule III (Conditions Precedent) (the "Conditions Precedent") of Part D of the Debenture Trust Deed, prior to the Deemed Date of Allotment, to the satisfaction of the Debenture Trustee (or where permissible under Applicable law, waiver by the Debenture Trustee in writing in their sole discretion). The Company shall be responsible for and use all efforts to ensure satisfaction with each of the Conditions Precedent required to be fulfilled by it within the time prescribed therein.</p> <p><b>CONDITIONS PRECEDENT</b></p> <ol style="list-style-type: none"> <li>1. Issuance of General Information Document and Key Information Document;</li> <li>2. Relevant corporate authorizations of the Issuer (including, without limitation), the relevant shareholders' resolution and board resolution;</li> <li>3. Issuance of the Private Placement Offer cum Application Letter;</li> <li>4. Letter of Consent from the Debenture Trustee;</li> <li>5. Execution of the Debenture Trustee Agreement</li> <li>6. Appointment of the R&amp; T Agent;</li> <li>7. Rating letter and rationale;</li> <li>8. Execution of the tripartite agreement between the Issuer, the R&amp;T Agent and the Depositories;</li> <li>9. In-principle approval for listing of the Debentures; and</li> <li>10. listing agreement with SSE.</li> </ol>
<p><b>Condition Subsequent</b></p>	<p>The Company shall fulfil the conditions subsequent as set out in Schedule IV (Conditions Subsequent) of Part D of the Debenture Trust Deed within the time period as more particularly set out thereto.</p> <p><b>CONDITIONS SUBSEQUENT</b></p> <ol style="list-style-type: none"> <li>1. Filing the return of allotment in Form PAS-3 within the timelines prescribed under the Act and the rules framed thereunder;</li> <li>2. Listing of the Debentures in accordance with the terms hereof; and</li> <li>3. The letter of allotment, indicating allotment of the Debentures, will be credited in de-materialized form within 2 (Two) Business Days from the Deemed Date of Allotment.</li> </ol>
<p><b>Events of Default</b></p>	<p>An Event of Default ("Event of Default") shall have occurred upon the happening of any event or circumstances mentioned hereunder:</p> <ol style="list-style-type: none"> <li>(a) Failure of the Bank to make any Payment on the respective Due Date;</li> <li>(b) Failure of the Bank to make payment in respect of any borrowing appearing in the balance sheet of the Bank (including any borrowing availed by way of issuance of non-convertible debentures) owed to any financial creditor;</li> <li>(c) The Bank voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency law;</li> <li>(d) It is or becomes unlawful for the Bank to perform any of its obligations under the Transaction Documents, or if the Transaction Documents or any part thereof ceases, for any reason whatsoever, to be valid and binding or in full force and effect;</li> </ol>

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	<p>(e) The Bank repudiates a Transaction Document to which it is a party;</p> <p>(f) The Bank fails to obtain, comply and/or loses its operating license issued by the RBI;</p> <p>(g) The Bank has admitted in writing that the Bank is unable to pay its debts as they fall due;</p> <p>(h) Any legal proceedings are commenced against the Bank which has the effect of prohibiting the Bank from performing its obligations under this Deed and the other Transaction Documents, or affecting the legality, validity and enforceability of this Deed and the other Transaction Documents;</p> <p>(i) The Bank breaches any representation or warranty provided by the Bank in terms of the Transaction Documents or fails duly to perform any other obligation arising from the Debentures;</p> <p>(j) The Bank (without the consent of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) ceases to carry on all of its business or gives notice of its intention to do so;</p> <p>(k) An order is made by the relevant Governmental Authority, or a special resolution has been passed by the shareholders of the Bank for the winding-up of the Bank.</p> <p>(l) Any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <p>(i). the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer;</p> <p>(ii). a composition, compromise, assignment or arrangement with any creditor of the Issuer;</p> <p>(iii). amalgamation, reorganisation or reconstruction without the prior approval of the Debenture Trustee;</p> <p>(iv). the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Issuer;</p> <p>(m) If the Stock Exchange in which the Debentures are listed takes any action which results in delisting or cessation or suspension of trading of the Debentures on such Stock Exchange at any point of time due to an act of the Bank or failure by the Bank to take all necessary action to ensure continued listing and trading of the Debentures on such Stock Exchange.</p> <p>(n) Any event has occurred which, in the Debenture Trustee's reasonable opinion (acting on the instructions of the Majority Debenture Holders), is likely to have a Material Adverse Effect.</p> <p>In determining whether any of the acts, matters, events or circumstances mentioned have occurred, the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders) shall be final and conclusive and be binding on the Bank/Issuer.</p>
<p><b>Creation of Recovery Expense Fund</b></p>	<p>The Company hereby undertakes and confirms that, if so required under Applicable Law, it shall, within the time period prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular, establish, maintain and utilize the Recovery Expense Fund in such manner/mode as is prescribed under Chapter IV (Recovery Expenses Fund) of the SEBI Debenture Trustees Master Circular, to enable the Debenture Trustee to take prompt action in relation to the enforcement of the security under the Transaction Documents.</p>
<p><b>Provisions related to Cross Default</b></p>	<p>Not applicable</p>

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Clause	
<p><b>Role and Responsibilities of Debenture Trustee</b></p>	<p>In addition to the compliance by the Debenture Trustee of the duties provided for in the Companies (Share Capital and Debentures) Rules, 2014 and to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in these presents or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:</p> <ul style="list-style-type: none"> <li>(a) The Debenture Trustee shall perform all such acts and duties as are set out in the Transaction Documents in accordance with the Securities and Exchange Board of India {Debenture Trustees} Regulations, 1993;</li> <li>(b) The Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Bank or by the Debenture Trustee or otherwise. Any such advice, opinion or information and any communication passing between the Debenture Trustee and their representative or attorney or a receiver appointed by them may be obtained or sent by letter, telegram, cablegram, telex or telephonic message;</li> <li>(c) The Debenture Trustee shall act only on the instructions of the Majority Debenture Holders in accordance with this Deed and other Transaction Documents;</li> <li>(d) The Debenture Trustee shall be at liberty to accept a certificate signed by any one of the directors of the Bank or such person authorised by board of directors of the Bank as to any act or matter prima facie within the knowledge of the Bank as sufficient evidence;</li> <li>(e) With a view to facilitating any dealing under any provisions of these presents, the Debenture Trustee shall have full power to consent (where such consent is required) in accordance with the terms contained herein, to a specified transaction or class of transactions unconditionally;</li> <li>(f) The Debenture Trustee shall have full power, in consultation with the Debenture Holders, to determine all questions and doubts arising in relation to any of the provisions of these presents and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture trustee) shall be conclusive and binding upon all persons interested under these presents;</li> <li>(g) The Debenture Trustee shall provide a due diligence certificate to the Bank in the format prescribed by SEBI on or prior to the Company filing an in-principle approval application with the Stock Exchange shall submit the due diligence certificate(s) to the Stock Exchange in the manner as prescribed by SEBI;</li> <li>(h) The Debenture Trustee shall not be bound to give notice to any person of the execution hereof or to see to the performance or observance of any of the obligations hereby imposed on the Bank or in any way to interfere with the conduct of the Bank's business unless and until the rights under the Debentures shall have become enforceable and the Debenture Trustee shall have determined to enforce the same;</li> <li>(i) The Debenture Trustee shall not be bound to take any steps to ascertain whether any event of default has happened upon the happening of which the rights under the Debentures become enforceable unless the Debenture Trustee has actual knowledge of such Event of Default. In the event the Debenture Trustee has actual knowledge of certain facts which would consequently result in an Event of Default, the Debenture Trustee</li> </ul>

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	<p>shall immediately inform the Debenture Holders and declare an Event of Default upon their instructions;</p> <p>(j) The Debenture Trustee shall not be responsible for the monies paid by the applicants for the Debentures or be bound to see to the application thereof.</p> <p>PROVIDED NEVERTHELESS that nothing contained in this shall exempt the Debenture Trustee or its officers, employees, agents from or indemnify it or them against any liability for negligence, breach of trust or wilful default nor any liability which by virtue of any rule or law would otherwise attach to it in respect of any negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder as decided by the court of competent jurisdiction.</p>
<b>Risk factors pertaining to the Issue</b>	The Risk factors pertaining to the issue are more specifically defined and disclosed in the General Information Document.
<b>Governing Law and Jurisdiction</b>	The Transaction Documents shall be governed by and will be construed in accordance with the laws of India and any disputes arising there from shall be subject to the jurisdiction of appropriate courts and tribunals at Bengaluru, and as more particularly provided for in the respective Transaction Documents.