SECTION G:

DETAILS OF THE OFFER OF NON-CONVERTIBLE SECURITIES IN RESPECT OF WHICH THE KEY INFORMATION DOCUMENT IS BEING ISSUED

ISSUE DETAILS:

A. TERM SHEET

The following is a summary term sheet containing information that shall be applicable to the issuance of Debentures under this Key Information Document. The term sheet provided herein must be read along with the General Information Document dated July 12, 2024, and Key Information Document dated September 3, 2024, filed with the Stock Exchanges, as amended/ supplemented from time to time and debenture trust deed executed/ to be executed from time to time ("**Debenture Trust Deed**").

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) e.g. 8.70% XXX 2015)	9.80% Indiabulls Commercial Credit Limited 2029
Issuer	Indiabulls Commercial Credit Limited
Type of instrument/ Name of the security	Secured, listed, rated, taxable, redeemable, fully paid-up non-convertible debentures The Debentures issued under this Issue shall not form part of the non-equity regulatory capital of the Company.
Mode of Issue	Private Placement
Nature of the instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Eligible investors	Only the persons who are specifically addressed through direct communication by or on behalf of the Company are eligible to apply for the NCDs. An application made by any other person will be deemed as an invalid application and rejected.
Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	The Instrument would be listed within 3 working days from the date of closure of issue as per the SEBI Operational Circular. The NCDs are proposed to be listed on the wholesale debt segment of National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**" and together with NSE, the "**Stock Exchanges**").
Rating of the Instrument	The NCDs are rated "CRISIL AA/Stable" by CRISIL Ratings Limited *vide* revalidating letter and rationale dated May 31, 2024 and "[ICRA] AA (Stable)" by ICRA vide revalidation letter and rationale dated June 27, 2024. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations and carry very low credit risk. For the rating letters, rationale and press release from the Credit Rating Agency please see Annexure C.
Issue Size	₹ 45,00,00,000 (Indian Rupees Forty Five Crore)
Option to retain oversubscription (Amount)	₹ 15,00,00,000 (Indian Rupees Fifteen Crore)
Minimum Subscription	10 Debentures of Rs. 1,00,000/- each and in multiple of 1 Debenture thereafter
Objects of the Issue/ Purpose for which there is requirement of funds	For the purpose of onward lending, financing, and for repayment of interest and principal of existing borrowings of the Company; and General corporate purposes
In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	N.A.

Details of utilisation of the proceeds	Up to 100% funds will be utilized within the categories mentioned in the 'Objects of the Issue' above.
Step up/ Step down Coupon rate	N.A.
Coupon/Dividend Payment Frequency	Annually from the date of allotment & at Maturity
Coupon / Dividend Payment Dates	**Coupon Payment Date** Saturday, September 6, 2025 Sunday, September 6, 2026 Monday, September 6, 2027 Wednesday, September 6, 2028 Thursday, September 6, 2029
Cumulative / non-cumulative, in case of dividend	N.A.
Coupon Type (Fixed, floating or other structure)	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	N.A.
Day Count Basis (Actual/Actual)	Actual/Actual
Interest on Application Money	The Company shall be liable to pay the Debenture Holders interest on application money, at the Coupon Rate (subject to deduction of tax at source, as applicable) for the period commencing from the date on which the Debenture Holders have made payment of the application monies in respect of the Debentures to the Company and ending on the date falling 1 (One) day prior to the Deemed Date of Allotment. The interest on application monies shall be paid by the Company to the Debenture Holders on the first Due Date. Provided however, where the pay-in date of the subscription monies in relation to the Debentures and the Deemed Date of Allotment are the same, no interest on application money would be required to be paid.
Default Interest Rate	**a) Default in Payment** In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of at least @ 2% p.a. over the coupon rate shall be payable by the company for the defaulting period. **b) Delay in Listing** As per the SEBI NCS Master Circular, the Company shall ensure that the Debentures are listed on wholesale debt market segment of NSE and BSE within 3 (Three) trading days from the date of the closure of the Issue. In case of delay in listing of securities issued beyond the timelines specified above, the Company shall: (i) pay penal interest of 1% p.a. over the coupon rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing); and (ii) be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from stock exchanges.
Delay in execution of Debenture Trust Deed	The issuer and the Debenture Trustee shall execute the Debenture Trust Deed within such timelines as may be specified by the Board. Where an Issuer fails to execute the Debenture Trust Deed within the period specified, without prejudice to any liability arising on account of violation of the provisions of the Companies Act, 2013 and SEBI (Issue and

<table>
<tr><td></td><td>Listing of Non-Convertible Securities), 2021, the Issuer shall also pay interest of at least 2% (two percent) per annum or such other rate, as specified by the Board to the holder of debt securities, over and above the agreed Coupon Rate, till the execution of the Debenture Trust Deed.</td></tr>
<tr><td>Tenor</td><td>5 years</td></tr>
<tr><td>Coupon Rate</td><td>9.80 % p.a. (payable annually)</td></tr>
<tr><td>Redemption Date</td><td>5 years from the Deemed Date of Allotment</td></tr>
<tr><td>Redemption Amount</td><td>₹1,00,000/- (Indian Rupees One Lakh Only) per Debenture</td></tr>
<tr><td>Redemption Premium /Discount</td><td>At Par</td></tr>
<tr><td>Issue Price</td><td>At Par</td></tr>
<tr><td>Discount at which security is issued and the effective yield as a result of such discount.</td><td>N.A.</td></tr>
<tr><td>Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.</td><td>N.A.</td></tr>
<tr><td>Put Date</td><td>N.A.</td></tr>
<tr><td>Put Price</td><td>N.A.</td></tr>
<tr><td>Call Date</td><td>N.A.</td></tr>
<tr><td>Call Price</td><td>N.A.</td></tr>
<tr><td>Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)</td><td>N.A.</td></tr>
<tr><td>Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)</td><td>N.A.</td></tr>
<tr><td>Face Value</td><td>₹1,00,000/- (Indian Rupees One Lakh Only) per Debenture</td></tr>
<tr><td>Minimum Application and in multiples of thereafter</td><td>10 Debentures of ₹ 1,00,000/- (Indian Rupees One Lakh Only) each and in multiple of 1 Debenture thereafter</td></tr>
<tr><td>Issuance mode of the Instrument</td><td>Demat only</td></tr>
<tr><td>Trading mode of the Instrument</td><td>Demat only</td></tr>
<tr><td>Issue Timing</td><td>The bidding on BSE EBP Platform shall take place between 9 a.m. to 5 p.m. only, on the working days of BSE.

The bidding window shall be open for the period as specified by the Issuer in the bidding announcement, however, the same shall be open for at least 1 (one) hour.</td></tr>
<tr><td>• Issue/Bid Opening Date
• Issue/Bid Closing Date
• Pay-in Date
• Deemed Date of Allotment</td><td>September 5, 2024
September 5, 2024
September 6, 2024
September 6, 2024</td></tr>
<tr><td>Settlement mode of the Instrument</td><td>Payment of coupon and repayment of principal shall be made by way of direct credit/ RTGS/ NECS/ NEFT or any other electronic mode offered by banks.</td></tr>
<tr><td>Bid Book Type</td><td>Closed Bidding</td></tr>
<tr><td>Allocation Option</td><td>Uniform Price</td></tr>
<tr><td>Pay-in of Funds through</td><td>Banking Channels

<table>
<tr><td>Beneficiary Name</td><td>Indiabulls Commercial Credit Limited</td></tr>
<tr><td>Credit Account No.</td><td>0171102000008860</td></tr>
<tr><td>Bank</td><td>IDBI BANK</td></tr>
<tr><td>Branch</td><td>6-7 Vipul Square, Sushant Lok Phase-I, B Block Gurgaon, Haryana-122002</td></tr>
<tr><td>Account Type</td><td>Over Draft Account</td></tr>
<tr><td>IFSC Code</td><td>IBKL0000171</td></tr>
</table></td></tr>
<tr><td>Depository</td><td>NSDL and CDSL</td></tr>
<tr><td>Business Day Convention</td><td>When any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business</td></tr>
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	Day, in which case the last day shall be the next succeeding Business Day.
Disclosure of interest / dividend / redemption dates	Please refer to the cash flows set out in Section H
Record Date	The record date will be 15 days prior to each interest payment / principal repayment date
All covenants of the issue (including side letters, accelerated payment clause, etc.)	Please refer to Annexure A hereto.
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	A charge by way of hypothecation in favor of the Debenture Trustee, on the financial and non-financial assets (including investments) of the Company, both present and future; and on present and future loan assets of the Company, including all monies receivable for the principal amount and interest thereon, on a first *pari-passu* basis with all other secured lenders to the Issuer holding *pari-passu* charge over the security. The NCDs will have a minimum security cover of 1.1 times on the principal amount and interest thereon. The Issuer reserves the right to sell or otherwise deal with the receivables, both present and future, including without limitation to create a charge on *pari passu* or exclusive basis thereon for its present and future financial requirements, provided that a minimum-security cover of 1.1 times on the principal amount and accrued interest thereon, is maintained, on such terms and conditions as the Issuer may think appropriate, without the consent of, or intimation to, the NCD Holders or the Debenture Trustee in this connection. However, if consent and/or intimation is required under applicable law, then the Company shall obtain such consents and/ or intimation in accordance with such law. We have received necessary consents from the relevant debenture trustees and security trustees for ceding *pari passu* charge in favour of the Debenture Trustee in relation to the NCDs.
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	N.A.
Transaction Documents	Please refer to the definition of 'Transaction Documents' in Section B hereto.
Conditions Precedent to Disbursement	N.A.
Condition Subsequent to Disbursement	N.A.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	Please refer to Annexure B hereto.
Creation of recovery expense fund	The Company shall create and maintain a reserve to be called the "**Recovery Expense Fund**" as per the provisions of and in the manner provided in the SEBI NCS Master Circular for Debenture Trustees bearing reference SEBI/HO/DDHS-PoD3/P/CIR/2023/46 dated May 16, 2024 and any guidelines and regulations issued by SEBI, as applicable. The Company shall deposit an amount equal to 0.01% of the issue size subject to maximum of ₹25 lakhs per issuer towards REF with the Designated Stock Exchange. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the enforcement of the Security in accordance with the Debenture Documents. The Company shall submit to the Trustee certificate duly certified by the statutory auditors/independent chartered accountant/letter from designated stock exchange certifying creation and the form of such Recovery Expense Fund by the Company prior to the opening of the issue.The balance in the Recovery Expense Fund shall be refunded to the Company on repayment of Amounts Due to the Debenture Holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee(s) shall satisfy that there is

	no 'default' on any other listed debt securities of the Company before issuing the said NOC. The Company hereby agrees and undertakes that, if during the currency of these presents, any further guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of Debenture Redemption Reserve and investment of the monies lying therein and/or Recovery Expense Fund, the Company shall duly abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Holder(s)/ Beneficial Owner(s) or the Trustee.
Conditions for breach of covenants (as specified in Debenture Trust Deed)	Please refer to Annexure B hereto.
Provisions related to Cross Default Clause	N.A.
Role and Responsibilities of Debenture Trustee	Following are certain roles and responsibilities of the Debenture Trustee: • Perform such acts as are necessary for the protection of the interest of the NCD Holders and resolve the grievances of the NCD Holders. • Follow up for redemption of NCDs in accordance with the terms and conditions of NCDs. • Call for quarterly reports certifying that the Security are sufficient to discharge the interest and principal amount at all times and that such Security are free from any other encumbrances except as set out under the Debenture Trust Deed. • In case the Company commits any breach of the terms of the Debenture Trust Deed, the Debenture Trustee in consultation with the NCD Holders shall take such reasonable steps as maybe necessary to remedy such breach. For further details, please refer to the Debenture Trust Deed.
Risk factors pertaining to the issue	Please refer to the section titled "*Risk Factors*" in the General Information Document.
Governing Law and Jurisdiction	The Debentures shall be construed to be governed in accordance with Indian Law. The competent courts at Mumbai alone shall have jurisdiction in connection with any matter arising out of or under these presents. Over and above the aforesaid Terms and Conditions, the said Debentures shall be subject to the Terms and Conditions to be incorporated in the Debentures to be issued to the allottees and the Debenture Trust Deed / Debenture Trustee Agreement.

Note: The proposed bond issue does not form part of non-equity regulatory capital mentioned under Chapter V of SEBI NCS Regulations, 2021 amended from time to time.

***Note**: The Issuer reserves its sole and absolute right to modify (pre-pone / postpone) the above issue schedule without giving any reasons or prior notice. In such a case, investors shall be intimated about the revised time schedule by the Issuer. The Issuer also reserves the right to keep multiple Deemed Date(s) of Allotment at its sole and absolute discretion without any notice. In case if the Issue Closing Date / Pay in Dates is/are changed (pre-poned / postponed), the Deemed Date of Allotment may also be changed (pre-poned / postponed) by the Issuer at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Coupon Payment Dates may also be changed at the sole and absolute discretion of the Issuer.*

SECTION H: ILLUSTRATION OF NCD CASH FLOWS

Name of the Company	Indiabulls Commercial Credit Limited
Face Value (per security) (in ₹)	₹ 1,00,000 (Indian Rupees One Lakh) per Debenture
Issue Date (Pay-in)	September 6, 2024
Deemed Date of Allotment	September 6, 2024
Tenure (In days)	1826
Coupon Rate / Effective Yield (%)	9.80% p.a Fixed coupon
Frequency of the Interest Payment with dates	Annual
Day count Convention	Actual/Actual

Illustration of Cash Flows:

Cash Flow	Date	No of Days in Coupon	Amount (₹)
Coupon I	Saturday, September 6, 2025	365	9800
Coupon II	Sunday, September 6, 2026	365	9800
Coupon III	Monday, September 6, 2027	365	9800
Coupon IV	Wednesday, September 6, 2028	366	9800
Coupon V	Thursday, September 6, 2029	365	9800
Principal Repayment	Thursday, September 6, 2029		1,00,000.00

Notes:

(i) The Company reserves the right to change the Series timetable. The Company reserves the right to further issue debentures under aforesaid series / ISIN;

(ii) While the debt securities are secured to the tune of 110% of the principal and interest amount or as per the terms of offer document/ information Memorandum, in favour of Debenture Trustee, it is the duty of the Debenture Trustee to monitor that the security is maintained;

(iii) The Company undertakes that the assets on which charge is created are free from any encumbrances and in cases where the assets are already charged to secure a debt, the permission or consent to create pari-passu charge on the assets of the issuer has been obtained from the earlier creditor;

(iv) The Company has complied with the disclosure requirements as required under the SEBI Debt Regulations and other relevant circulars as amended from time to time.