## SECTION 8 SUMMARY OF TERMS

The following term sheet summarizes the principal items with respect to the financing facility to be provided to IIFL Samasta Finance Limited ("**Borrower**" or "**Company**") by the Investor for onward lending purpose to its borrowers/ end clients.

For the avoidance of the doubt, except as specifically stated, this term sheet does not attempt to describe all terms and conditions of the transaction contemplated herein. The term sheet is intended to outline certain basic terms around which transaction could be structured. All proposed terms and conditions are subject to execution of mutually satisfactory transaction documents, satisfactory legal, technical & financial diligences, meeting of stipulations as contained herein etc.

| Particulars | Terms and Conditions |
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| **Security Name** | **Series A Debentures:** 9.05% IIFL Samasta Finance Limited 2028<br>**Series B Debentures:** 9.15% IIFL Samasta Finance Limited 2029 |
| **Borrower/Issuer** | IIFL Samasta Finance Limited |
| **Type of Instrument** | Unsubordinated, Secured, Listed, Rated, Taxable, Transferable, Redeemable, Non-Convertible Debentures **("NCDs" or "Debentures")** |
| **Nature of the Instrument (Secured or Unsecured)** | Secured |
| **Seniority (Senior or Subordinated)** | Senior |
| **Eligible Investors** | The following categories of investors, when specifically approached and have been identified upfront, are eligible to apply for this private placement of the Bonds subject to fulfilling their respective investment norms/rules and compliance with laws applicable to them by submitting all the relevant documents along with the Application Form ("**Eligible Investors**"):<br>a. Qualified Institutional Buyers ("QIBs") means the following entities:<br>b. A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI;<br>c. Foreign portfolio investor other than individuals, corporate bodies and family offices;<br>d. a Public Financial Institution;<br>e. a Scheduled Commercial Bank;<br>f. a multilateral and bi-lateral development financial institution;<br>g. a State Industrial Development Corporation;<br>h. An insurance company registered with Insurance Regulatory and Development Authority of India;<br>i. A Provident Fund with minimum corpus of Rs.25 Crores<br>j. A Pension Fund with minimum corpus of Rs.25 Crores<br>k. National Investment Fund set up by resolution No: F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India;<br>l. An insurance fund set up and managed by Army, Navy / Air force of the Union of India;<br>m. Insurance funds set up and managed by the Department of Posts, India; and<br>n. Systemically important Non- Banking Financial Companies.<br><br>Any non-QIB including inter-alia resident individual investors, Hindu Undivided Families (excluding minors and NRIs), Partnership Firms and Limited Liability partnership firms, Trusts (including public charitable trusts), association of persons, |

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| | societies registered under the Applicable Laws in India, companies, bodies corporate etc., who/ which has been authorized by the Issuer, to participate in a particular issue on the EBP platform.<br>The advisor(s)/ arranger(s)/ placement agent(s), broker(s) associated with the Issue and/or their affiliates/ subsidiaries/ associates/ group companies and/or their promoters/ directors/ key managerial personnel/ officers/ employees may subscribe to the Issue as the applicable laws including but not limited to (i) SEBI (Merchant Bankers) Regulations, 1992 and Code of Conduct specified therein; (ii) Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 and Code of Conduct specified therein, as applicable, do not restrict them from subscribing to the Issue.<br><br>Note: Participation by Eligible Investors in the issue may be subject to statutory and/or regulatory requirements applicable to them in connection with subscription to Indian securities by such categories of persons or entities. Applicants are advised to ensure that they comply with all regulatory requirements applicable to them, including exchange controls and other requirements. Applicants ought to seek independent legal and regulatory advice in relation to the laws applicable to them. |
| **Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)** | The Debentures are to be listed on the WDM of the BSE within (T+3) working days, wherein "**T**" shall be referred to the Issue Closing Date ("**Listing Period**").<br><br>In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing). |
| **Rating of Instrument** | CRISIL AA- (Stable) |
| **Issue Size** | Issue up to 1,50,000 (One Lakh Fifty Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each aggregating to INR 150,00,00,000/- (Indian Rupees One Hundred and Fifty Crore Only) comprising of:<br>(A) up to 50,000 (Fifty Thousand) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each aggregating to INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) ("**Series A Debentures**");<br>(B) up to 1,00,000 (One Lakh) senior, secured, listed, rated, taxable, transferable, redeemable, non-convertible debentures of the face value of INR 10,000/- (Indian Rupees Ten Thousand Only) each aggregating to INR 100,00,00,000/- (Indian Rupees One Hundred Crore Only) ("**Series B Debentures**");<br>(Series A Debentures and Series B Debentures shall hereinafter collectively be referred to as the "**NCDs**"/ "**Debenture(s)**"). |
| **Minimum Subscription** | INR 1,00,00,000/- (Indian Rupees One Crore only) |
| **Option to retain oversubscription (Amount)** | Not Applicable |
| **Objects of the Issue/ Purpose for which there is requirement of funds** | The Issue proceeds will be utilized for onward lending purpose to its borrowers/ end clients. |
| **In case the issuer is an NBFC and the objects of the issue entail loan to any entity who is a** | Not Applicable |

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| **'group company' then disclosures shall be made in the following format:** | |
| **Details of the utilization of the Proceeds** | The funds raised by the Issue shall be utilized by the Company solely towards the Purpose.<br>The Company shall not use the proceeds of the Issue towards:<br>i. any capital market instrument such as equity and equity linked instruments or any other capital market related activities<br>ii. any real estate activity;<br>iii. any speculative purposes;<br>iv. any purpose, that is not eligible for the providing of financing by banks to non-banking financial companies for bank finance to non-banking financial companies, or, which results in a breach of the RBI's master circular no. RBI/DOR/2025-26/154 DOR.CRE.REC.73/07-01-001/2025-26 dated November 28, 2025 on "Reserve Bank of India (Commercial Banks – Credit Facilities) Directions, 2025"; in contravention of any guidelines, rules or regulations of the RBI applicable to non-banking financial companies. |
| **Coupon Rate** | **Series A Interest Rate**: Fixed interest of 9.05% (Nine Decimal Zero Five percent) per annum.<br>**Series B Interest Rate**: Fixed interest of 9.15% (Nine Decimal One Five percent) per annum. |
| **Step Up/ Step Down Coupon Rate** | In the event the rating of the Issuer is downgraded from the current rating of "AA-" to "A", the respective Coupon Rate shall be increased by 0.35% (zero point three five percent) (the " **Step Up Coupon**") from date of downgrade till the rating is restored; Every notch downgrade below A, will have increase in the respective Coupon Rate of 0.35% (zero point three five percent). In the event the credit rating of the Issuer is downgraded to A- or below, the Debenture Trustee will refer to **Specified Mandatory Redemption Event.**<br><br>It is hereby clarified that outlook change shall not be deemed as rating downgrade. |
| **Coupon / Dividend Payment Frequency** | Monthly |
| **Coupon / Dividend Payment Dates** | Please refer to Annexure XI (*Illustration of Bond Cashflows*) of this Key Information Document. |
| **Cumulative / non-cumulative, in case of dividend** | Not Applicable |
| **Coupon Type** | Fixed |
| **Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).** | Not Applicable |
| **Day Count Basis (Actual/Actual)** | Actual/Actual |
| **Interest on Application Money** | **Series A Application Money Interest Rate:** Interest at the rate of 9.05% (Nine Decimal Zero Five percent) p.a. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 2025) will be paid on Application Money to the Applicants/ Initial Debenture Holders from the date of realization of the cheques / drafts or credit through RTGS / NEFT / direct credit up to one day prior to the Deemed Date of Allotment. This is applicable for all valid applications within 5 (five) Business Days from the Deemed Date of Allotment. Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refund orders or through RTGS / |

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| | NEFT / direct credit to the bank account of the Applicant as described in the Application Form.<br><br>**Series B Application Money Interest Rate:** Interest at the rate of 9.15% (Nine Decimal One Five percent) p.a. (subject to deduction of tax at source at the rate prevailing from time to time under the provisions of the Income Tax Act, 2025) will be paid on Application Money to the Applicants/ Initial Debenture Holders from the date of realization of the cheques / drafts or credit through RTGS / NEFT / direct credit up to one day prior to the Deemed Date of Allotment. This is applicable for all valid applications within 5 (five) Business Days from the Deemed Date of Allotment. Where the entire subscription amount has been refunded, the interest on Application Money will be paid along with the refund orders or through RTGS / NEFT / direct credit to the bank account of the Applicant as described in the Application Form<br><br>Notwithstanding the above, no interest shall be payable if the Application Money is received by the Company on the Deemed Date of Allotment. |
| **Default Interest Rate** | 2.00% (Two-point Zero Zero percent) per annum |
| **Default Interest** | *i. Payment Default*<br>If, at any time, there shall be a payment default, the Company agrees to pay an additional interest at the Default Interest Rate above the applicable Interest Rate on the Outstanding Amounts of each Series of Debentures on and from the date of the occurrence of the payment default until such payment default is cured to the satisfaction of the Debenture Trustee and the Debenture Holders. The Default Interest Rate calculated in terms of this clause shall be paid at the time of redemption of the Debentures.<br><br>*ii. Delay in execution of Debenture Trust Deed*<br>The Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed within the period specified sub-regulation (1) of the NCS Regulation, the Company will also pay penal interest of at least 2% p.a. (two percent per annum) or such other rate, as specified by the Board to the holder of debt securities over the above the agreed Interest Rate of each Series till the execution of Debenture Trust Deed.<br><br>Where regulation (1) refers to 18(1) of NCS Regulations which states that "the issuer and the debenture trustee shall execute the trust deed within such timelines as may be specified by the Board.<br><br>*iii. Delay in listing*<br>In accordance with the NCS Listing Regulations read together with the Listed NCDs Master Circular, the Company confirms that in the event there is any delay in listing of the Debentures beyond 3 (Three) trading days from the date of closure of the issue for the Debentures, the Company (i) will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the respective Interest Rate for the period of delay from the Deemed Date of Allotment until the listing of the Debentures is completed. |
| **Tenor** | **Series A Tenor**: 24 (Twenty Four) months from the Deemed Date of Allotment.<br>**Series B Tenor**: 35 (Thirty Six) months from the Deemed Date of Allotment. |
| **Redemption Date** | **Series A Final Redemption Date**: July 27, 2028<br>**Series B Final Redemption Date**: July 27, 2029 |

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| **Redemption Amount** | Each Debenture shall be redeemed at par. |
| **Redemption Premium / Discount** | Not Applicable |
| **Issue Price** | At par, INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture |
| **Discount at which security is issued and the effective yield as a result of such discount.** | Not Applicable |
| **Premium/Discount at which security is redeemed and the effective yield as a result of such premium/discount.** | Not Applicable |
| **Put Date** | Not Applicable |
| **Put Price** | Not Applicable |
| **Call Date** | Not Applicable |
| **Call Price** | Not Applicable |
| **Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)** | Not Applicable |
| **Call Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)** | Not Applicable |
| **Face Value** | INR 10,000/- (Indian Rupees Ten Thousand Only) per Debenture |
| **Minimum Application and in multiples of Debt securities thereafter** | INR 1,00,00,000/- (Indian Rupees One Crore only) and in multiples of INR 10,000/- (Indian Rupees Ten Thousand only) thereafter |
| **Issue Timing**<br><br>**1. Issue Opening Date**<br>**2. Issue Closing Date**<br>**3. Date of earliest closing of the issue, if any**<br>**4. Pay-in Date**<br>**5. Deemed Date of Allotment** | <br><br>1. July 24, 2026<br>2. July 24, 2026<br>3. NA<br>4. July 27, 2026<br>5. July 27, 2026 |
| **Settlement mode of the Instrument** | Dematerialised form |
| **Depository** | National Securities Depository Limited and Central Depository Services (India) Limited |
| **Disclosure of Interest/ Dividend / redemption dates** | Please refer to Annexure XI (*Illustration of Bond Cashflows*) of this Key Information Document. |
| **Record Date** | means, date occurring 15 (fifteen) calendar days prior to any Due Date. |
| **All covenants of the issue (including side letters, accelerated payment clause, etc.)]** | **Side Letter**: NIL<br>**Accelerated payment**: Please refer to '*Early Redemption/ Redemption*' as set out in this Section below.<br>**Covenants of the Issue**:<br>Affirmative Covenants: Please refer to Section 10 (A) (*Key Terms of the Issue-Affirmative Covenants*) of this Key Information Document;<br>Negative Covenants: Please refer to Section 10 (B) (*Key Terms of the Issue-Negative Covenants*) of this Key Information Document; |

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| | Financial Covenants: Please refer to Section 10 (C) (*Key Terms of the Issue- Financial Covenants*) of this Key Information Document;<br>Reporting Covenants: Please refer to Section 10 (D) (*Key Terms of the Issue- Reporting Covenants*) of this Key Information Document; |
| **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, Replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Debenture Trust Deed and disclosed in the Offer Document/ Key Information Document** | Each Series of the Debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables, present and future, of the Issuer ("**Hypothecated Assets**") created pursuant to the deed of hypothecation to be executed between the Company and the Debenture Trustee as described herein. The Hypothecated Securities shall at all times be equal to 1.05 times of the Outstanding Principal Amount plus accrued interest of the Debentures. The issuer undertakes:<br>• to maintain the value of security at all times equal to 1.05 (One Decimal Point Zero Five) times or 105% (One Hundred and Five Percent) the Outstanding Principal Amounts plus accrued interest of each Series of the Debentures where at least 1.05 (One Decimal Point Zero Five) time or 105% (One Hundred and Five Percent) of the security cover is from principal receivables ("**Security Cover**");<br>• To create and register the security over the Hypothecated Assets of each Series as contemplated above no later than the Deemed Date of Allotment by executing a duly stamped deed of hypothecation ("**Hypothecation Agreement**") and perfect the security over the Hypothecated Assets no later than 30 (Thirty) calendar days after the Deemed Date of Allotment by 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 Assets of each Series.<br>• The Security Cover of each Series shall be confirmed by the Issuer in accordance with the Debenture Trust Deed, by way of a portfolio report, which will be submitted by the Issuer to the Debenture Trustee, in the form and manner set out in the Debenture Trust Deed;<br>• In the event of any fall in the security cover of each Series below the minimum Security Cover, the Issuer shall be obliged to reinstate the security cover to at least the minimum Security Cover of each Series, and shall execute such deeds, documents and writings and do such acts and things in this regard as may be required by the Debenture Trustee in accordance with the timelines set out under the Transaction Documents;<br>• to provide a list on a quarterly 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) ("**Quarterly Hypothecated Asset Report**"). |
| **Transaction Documents** | Including but not limited to the following documents:<br>(i) Debenture Trust Deed,<br>(ii) Debenture Trustee Appointment Agreement<br>(iii) General Information Document/Key Information Document,<br>(iv) Hypothecation Agreement,<br>(v) Hypothecation Confirmation Letter,<br>(vi) Special Power of Attorney; and<br>All other documents in relation to the issuance of the Debentures |

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| **Conditions Precedent to Disbursement** | (i) A certified true copy of the constitutional documents of the Company (being its Memorandum and Articles of Association and Certificate of Incorporation) shall have been submitted to the Debenture Trustee.<br>(ii) All corporate approvals from the Board of Directors and shareholders of the Company, if applicable, shall have been received for the issuance of the Debentures and the execution, delivery and performance by the Company of the Transaction Documents in accordance with the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed.<br>(iii) Execution of Transaction Documents shall have taken place;<br>(iv) Rating of the Debentures being completed and the rating agency having provided a rating of 'AA-' for the Debentures and the rating letter issued by the Rating Agency being in a form and manner satisfactory to the Debenture Trustee;<br>(v) Due execution of the Depository Agreements by, inter-alia, the Depository and the Company;<br>(vi) Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company;<br>(vii) The Company shall have received consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures;<br>(viii) The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;<br>(ix) Submit to the Debenture Trustee, the audited financial statements along with independent auditor's report of the Company for the Financial Year end;<br>(x) such other information, documents, certificates, opinions and instruments as the Debenture Holders may reasonably request;<br>(xi) Issuer shall have obtained due-diligence certificate from the Debenture Trustee;<br>(xii) Issuer shall have obtained due-diligence certificate from the Merchant Banker;<br>(xiii) The Company shall ensure receipt of ISIN from the Depository in respect of the Debentures prior to the Deemed Date of Allotment. |
| **Conditions Subsequent to Disbursement** | Company shall fulfil each of the following conditions within the stipulated timelines:<br>i. the Company shall ensure that the Debentures are allotted to the respective Debenture Holders and are credited into the demat accounts of the relevant Debenture Holders within the timelines prescribed under the SEBI Listing Timelines Requirements;<br>ii. the Company shall make the application for listing of the Debentures and obtain listing of the Debentures within the time period prescribed under the SEBI Listing Timelines Requirements;<br>iii. the Company shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders and with the prescribed fee;<br>iv. if so required, the Company shall maintain and file a copy of Form PAS-5 in accordance with the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures; |

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| | v. evidence that the Security shall have been perfected in a form and manner acceptable to the Debenture Trustee by filling Form CHG-9 in respect of creation of hypothecation over the Hypothecated Assets of each Series has been filed with the relevant Registrar of Companies within 30 (thirty) days of execution of Hypothecation Agreement;<br>vi. a certificate issued by a chartered accountant auditor certifying the end use of the proceeds of the Facility within such timeline as provided under the applicable Law;<br>vii. Ensure that Debenture Trustee files Form I with CERSAI in respect thereof within 30 (thirty) calendar days from date of execution of the Hypothecation Agreement or within such other extended time as permissible under the applicable Law. |
| **Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)** | Please refer to Section 10 (F) (*Key Terms of the Issue- Events of Default*) of this Key Information Document. |
| **Creation of recovery expense fund** | Details and purpose of the recovery expense fund<br><br>The Issuer shall create and maintain the Recovery Expense Fund up to the amounts prescribed under the Master Circular for Debenture Trustees, in accordance with and within the timelines prescribed in the Master Circular for Debenture Trustees.<br><br>The Company shall create a Recovery Expense Fund which shall be equal to 0.01% (Zero decimal point Zero One percent) of the Issue Size subject to maximum of Rs. 25 lakhs (Indian Rupees Twenty-Five lakhs) per issuer in the form of cash or cash equivalent(s) (including bank guarantees) maintained with the designated stock exchange.<br><br>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 Transaction Documents.<br><br>The amounts in the Recovery Expense Fund shall be utilised in the manner as may be prescribed by the Debenture Holders by a Special Resolution duly passed at the meeting of the Debenture Holders held in accordance with the provisions set out in the Transaction Documents.<br><br>On the occurrence of an Event of Default, if the security is proposed to be enforced, the Debenture Trustee shall follow the procedure set out in the Master Circular for Debenture Trustees for utilization of the Recovery Expense Fund. |
| **Conditions for breach of covenants (as specified in Debenture Trust Deed)** | Please refer to Section 10 (*Key Terms of the Issue*) of this Key Information Document |
| **Provisions related to Cross Default Clause** | Please refer to Section 10 (F) (*Key Terms of the Issue- Events of Default*) of this Key Information Document. |
| **Role and Responsibilities of Debenture Trustee** | Please refer to Section 10 (E) (*Key Terms of the Issue- Role and Responsibilities of Debenture Trustee*) of this Key Information Document. |
| **Risk factors pertaining to the issue** | Refer to Section 4 (*Risk Factors)* of the Key Information Document |
| **Governing Law and Jurisdiction** | Indian Law with jurisdiction of the courts and tribunals of Bengaluru, Karnataka. |

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| **Delay in Listing** | In case of delay in listing of securities issued on privately placement basis beyond the timelines specified above, the issuer shall pay penal interest of 1% p.a. over the coupon/ dividend rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing). |
| **Mandatory Redemption Event** | means:<br>(a) Mandatory Redemption Event – Illegality, or<br>(b) any Specified Mandatory Redemption Event; |
| **Mandatory Redemption Event - Illegality** | means a circumstance or event with respect to a Debenture Holder, due to which funding or maintaining its investment in the Debentures by such Debenture Holder becomes or will become unlawful or contrary to any applicable Law or regulation in any applicable jurisdiction; |
| **Specified Mandatory Redemption Event** | means the occurrence of any of the following events in the determination of the Debenture Trustee (acting in accordance with the instructions of the any Debenture Holders):<br>i. the Company fails to comply with or breaches any financial covenant as set out in Section 10 (C) (*Financial Covenants*);<br>ii. the Company fails to comply with or breaches any rating covenant as set out in Clause (y) (*Rating Covenants*) of Section X (A) (Affirmative Covenants);<br>iii. the Company fails to comply with or breaches any negative covenant as set out in Section 10 (B) (Negative Covenants);<br>iv. the rating of the Issuer is downgraded below "A-"; |
| **Mandatory Redemption** | i. *Mandatory Redemption Event – Illegality:* Upon the occurrence of a Mandatory Redemption Event – Illegality with respect to any Debenture Holder, (1) the Debenture Holder shall notify the Debenture Trustee and the Company of such occurrence, provided that the failure of the Debenture Holder to notify the Debenture Trustee and the Company shall not affect the obligations of the Company to redeem the Debentures, in accordance with this paragraph (i); and (2) the Company shall immediately and in any event within 3 (three) days from the date of the notice delivered in accordance with subparagraph (1), redeem at par the Debentures held by such Debenture Holder in full and unconditionally pay to, or to the order of, the relevant Debenture Holder in INR, an amount that is equal to the Outstanding Principal Amount plus accrued interest plus penal interest, if any, and all other amounts due in respect of the Debentures required to be mandatorily redeemed pursuant to this paragraph (i), in accordance with this Key Information Document and the other Transaction Documents.<br>ii. *Specified Mandatory Redemption Event:* Upon the occurrence of any Specified Mandatory Redemption Event, subject to Chapter X of the Debenture Trustees Regulations and other applicable Laws, the Company shall: (1) promptly notify the Debenture Trustee and the Debenture Holders of such occurrence immediately and in any event within 1 (one) day from the date of occurrence of such Specified Mandatory Redemption Event, provided that the failure of the Company to notify the Debenture Trustee and the Debenture Holders shall not affect the obligations of the Company, to redeem the Debentures in accordance with this paragraph; and (2) There will be a cure period of 5 (five) Business Days from the said breach. In case the breach remains, The Debenture Trustee is required to notify the Debenture Holders post the cure period of 5 (five) Business Days to the existing Debenture Holders and get the consent on either waive off or alternation in the subject covenants or Mandatory Redemption within 21 (twenty one) Business Days from the breach set out in the Specified Mandatory Redemption Events |

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| | (failure of the Debenture Holders to provide a response within fifteen (15) Business Days from the date of receipt of the request for approval shall be construed as deemed approval); (3) The Debenture Trustee according to recorded consents, will sent the notification to Issuer according to point (4); (4) in case of Majority Debenture Holders opting for Mandatory Redemption, the Debentures will be redeemed at par the Debentures (in full) within 15 (fifteen) working days from the date from Debentures Trustee's notification in point (3) and the Issuer unconditionally pay to, or to the order of, the Debenture Holders in INR, an amount that is equal to the Outstanding Principal Amount plus accrued interest plus penal interest, if any, and all other amounts due in respect of the Debentures, in accordance with this Key Information Document and the other Transaction Documents.<br>If the Company fails to redeem the Debentures and pay the Outstanding Principal Amount plus accrued interest plus penal interest, if any, to the Debenture Holder within the timelines set out in this Clause, the Company shall pay interest at the Default Interest Rate for the period of delay in paying the Outstanding Principal Amount plus accrued interest plus penal interest, if any. |
| **Buyback** | Issuer can buy back Debentures with consent of Majority Debenture Holders subject to applicable Law. |
| **Eligibility Criteria** | i. The hypothecated Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI;<br>ii. The hypothecated Loans must be current/existing and not overdue at the time of selection in the Hypothecated Assets of each Series and should not have been terminated or prepaid;<br>iii. The Loans constituting the Hypothecated Assets shall be unencumbered and no security interest of any kind shall exist over them except in accordance with the Transaction Documents not sold or assigned by the Issuer;<br>iv. The Loans constituting the Hypothecated Assets must be originated by the Company and must be existing during the Tenor of the Debentures;<br>v. The Loans constituting the Hypothecated Assets are less than 90 dpd at the time of hypothecation and during the Tenor of the Debentures;<br>vi. The Loans constituting the Hypothecated Assets have not been terminated or prepaid at the time of hypothecation<br>vii. No Loans constituting the Hypothecated Assets should be restructured or rescheduled in accordance with the relevant RBI prudential norms on restructuring of advances by non-banking financial companies.<br>BUT EXCLUDING:<br>viii. Any Loan comprising Portfolio At Risk of the Company. |
| **Cure Period for Specified Mandatory Redemption Event** | 5 (five) Business Days from the date of commencement of breach. |

Note:

a) If there is any change in coupon rate pursuant to any event including lapse of certain time period or downgrade in rating, then such new coupon rate and the events which lead to such change should be disclosed.

b) The list of documents which have been executed in connection with the issue and subscription of debt securities shall be annexed.

c) The issuer shall provide granular disclosures in their issue document, with regards to the "Object of the Issue"