TERM SHEET FOR INVESTMENT IN NON-CONVERTIBLE DEBENTURES TO BE ISSUED BY AKME FINTRADE (INDIA) LTD

Issue Date: September 10, 2026

The purpose of this document is to outline the terms and conditions of a potential Debenture issuance by the Issuer proposed to be subscribed to by the Investor. This Indicative Term Sheet does not constitute a final offer, is not exhaustive and may be subject to change.

DESCRIPTION	PARTICULARS
Issuer/ Company/Borrower	AKME FINTRADE (INDIA) LTD ("AKME FINTRADE")
Debenture Trustee	MITCON Credentia Trusteeship Services Limited (MCTSL)
Depositories	NSDL & CDSL
Merchant Banker	SKI Capital Services Limited
Promoter Group	The group consisting of the following individuals & Corporates : (i) Nirmal Kumar Jain (ii) Manju Devi Jain (iii) Nirmal Kumar Jain Huf (iv) Deepesh Jain (v) Jenisha Jain (vi) Kanchan Devi (vii) Manak Chand Jain (viii) Jamak Lal Jain (ix) Kanchan Jain (x) Yashpal Velchand Jain (xi) Shantilal Jain
Type of instrument	Non-Convertible Debentures
Nature of instrument	Listed, Rated, Senior, Secured, Transferable, Redeemable, Non-Convertible Debentures ("Debentures")
Seniority/ Ranking (Senior/ Subordinated)	Senior
Security requirements	Debentures shall be secured by an exclusive charge on the Hypothecated Assets (as defined hereinbelow), by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over the Hypothecated Assets as per the terms and conditions stipulated under the heading 'Security Creation' hereunder.
Listing	The Debentures are proposed to be listed on the WDM of the NSE within 3 working days from issue closing date. In case of delay in listing of securities beyond the timeline, the issuer shall pay penal interest of 1% per annum over the coupon for the period on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period that the Debentures are unlisted or delisted.
Rating(s)	ACUITE A-/ Stable
Mode of Issue	Private Placement
Form of issue	Debentures will be issued in dematerialized form.

Head Office : Akme Business Center (ABC), 4-5, Subcity Centre, Savina Circle, Opp. Krishi Upaz Mandi, Udaipur - 313001 (Raj.) Ph : 9594 377 377
Corporate Office : D-4, Ground Floor, Neelkanth Business Park, Nathani Road, Vidyavihar (W), Mumbai- 400086 (Maharashtra) Ph : 02244511585
9594 377 377 | care@akmefintrade.com | www.akmefintrade.com

<table>
<tr><td>Base Issue size</td><td>Series A1: 25Cr NCD maturing 10/09/2028
Series A2: 25Cr NCD maturing 10/03/2029</td></tr>
<tr><td>Tenor</td><td>Series A1: 24 months from Deemed Date of Allotment
Series A2: 30 months from Deemed Date of Allotment</td></tr>
<tr><td>Face value</td><td>Rs 10,000 (Indian Rupees Ten Thousand Only)</td></tr>
<tr><td>Issue price</td><td>Debentures will be issued at par</td></tr>
<tr><td>Issue Schedule</td><td><table>
<tr><td>Issue Opening Date</td><td>09/09/2026</td></tr>
<tr><td>Issue Closing Date</td><td>09/09/2026</td></tr>
<tr><td>Date of earliest closing of the issue, if any.</td><td>09/09/2026</td></tr>
<tr><td>Issue Pay in Date</td><td>10/09/2026</td></tr>
<tr><td>Deemed Date of Allotment</td><td>10/09/2026</td></tr>
</table></td></tr>
<tr><td>EBP</td><td>Applicable</td></tr>
<tr><td>Settlement mode of the Instrument</td><td>Banking channels</td></tr>
<tr><td>Objects of the issue</td><td>The proceeds of the issue will be utilized for onward lending purpose to its borrowers/ end clients</td></tr>
<tr><td>Utilization of issue proceeds</td><td>The Issuer shall utilise the amounts received from the subscription of the Debentures for the agreed purpose. No part of the proceeds from the Issue will be used towards:
i) any capital market instrument such as equity and equity linked instruments or any other capital market related activities;
ii) any speculative purposes;
iii) investment in the real estate sector;
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. DOR.CRE.REC.No.07/21.04.172/2022-23 dated April 1, 2022 on "Bank Finance to Non-Banking Financial Companies (NBFCs)");or in contravention of any applicable law.</td></tr>
<tr><td>Coupon Type</td><td>Fixed</td></tr>
<tr><td>Coupon Rate</td><td>Series A1: 11.40%
Series A2: 11.60%</td></tr>
<tr><td>Coupon Payment Frequency</td><td>Monthly</td></tr>
<tr><td>Default Interest Rate</td><td>Payment Default including Event of Default
If, at any time, there shall be a payment default or any other Event of Default, the Company agrees to pay an additional interest rate of 2% per annum (two point zero zero percent) above the applicable Interest Rate on the Outstanding Principal Amount from the date of the occurrence of the payment default or Event of Default until such payment default or Event of Default is cured or the final redemption amount is paid (whichever is earlier).

Breach of Covenants & Undertakings
In case of default by the Issuer in the performance of any of the covenants & undertakings (Negative, Affirmative & Reporting) of this Issuance, including but not limited to the financial covenants of this Issuance, additional interest at 2% p.a. (two-point zero zero percent) over the Coupon Rate will be payable by the Issuer for the defaulting period</td></tr>
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	from the date of such breach. The penalty shall be paid within 30 (Thirty) calendar days from the date of such breach and as per the relevant provisions contained in Transaction Documents. If such breach continues beyond the initial thirty (30) day period, the penalty shall be payable at the end of every subsequent thirty (30) calendar day period until the breach is cured in full. **Delay in security creation** In the event the Issuer's fails to execute Hypothecation Agreement and perfect security within the timelines, the Issuer shall pay additional interest of 2.00% (two point zero zero percent) over and above the Interest Rate. **Delay in execution of Debenture Trust Deed** If not already executed, 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, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed.
Step Up Coupon	In the event, credit rating of the Debentures is downgraded from the current rating of A-/Stable or the credit rating of the Company is downgraded from the current rating of A-/ Stable at any point of time during the tenor of the Debentures, the coupon rate shall increase by 50bps for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Company ("Step Up Rate") applicable from the date of downgrade till it is restored. In the event the credit rating of the Issuer is downgraded to BBB or below, the Debenture trustee will refer to the mandatory redemption event. For further clarification, In case the rating from multiple rating agencies is available, upon the downgrade, the lowest rating available for long term borrowing shall be considered for the purpose of calculation of the effective Step-up Coupon Rate. It is hereby clarified that outlook change shall not be deemed as rating downgrade.
Redemption Amount	The Debentures will be redeemed at par
Scheduled Redemption	Series A1: Principal shall be repaid in 2 equal instalments each at the end of the 23rd and 24th Month from the Deemed Date of Allotment Series A1: Principal shall be repaid in 2 equal instalments each at the end of the 29th and 30th Month from the Deemed Date of Allotment
Final Redemption Date	Series A1: 10/09/2028 Series A2: 10/03/2029
Redemption Premium / Discount, if any	Not Applicable
Record Date	The date 15 Calendar Days prior to the Final Redemption date or Early Redemption date or Interest Payment date, as the case may be, on which the determination of the persons entitled to receive Redemption Amount/ Interest Amount, as the case may be, in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL records) shall be made.
Business Day Convention -	i) 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; ii) If the date of payment of any redemption amount falls on a day that is not a Business Day, such payment of installment shall be made on the immediately preceding Business Day; and

	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.
Personal Guarantee	Unconditional and irrevocable personal guarantee of Mr. Nirmal Jain till the tenor of the transaction
Security and Security Cover	The outstanding principal amount, together with accrued interest, if any including for the ensuing month end, default interest, remuneration of the Trustee, charges, fees, expenses and all other monies due from the Company, shall be secured by (to the satisfaction of the Debenture Holders) a first ranking, exclusive and continuing charge basis by way of hypothecation in favour of the Debenture Trustee for the benefit of the Debenture Holders over all loan receivables, present and future, of the Issuer ("**Hypothecated Assets**"). The Company shall maintain the security cover of at least 1.10x (one decimal one zero times) at all times during the tenure of the Debentures ("**Minimum Security Cover**") over loan receivables, present and future, of the Issuer that fulfil the eligibility criteria set out here below under the heading Eligibility Criteria with the prescribed security cover on or prior to the Deemed Date of Allotment. To create, register and perfect the security over the Hypothecated Assets by filing CHG-9 within the time period applicable as contemplated above no later than 30 (Thirty) calendar days after the Deemed Date of Allotment and create a charge by executing a duly stamped Hypothecation Agreement prior to the Deemed Date of Allotment; 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. 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 beyond 30(thirty) calendar days from the date of execution of the Hypothecation Agreement; **Eligibility Criteria** ● Each loan must be originated by the Company and must be existing during the tenure of the NCDs ● Loans must be unencumbered (other than under the Transaction Documents) and not sold or assigned by the Company ● Loans must have been originated while complying with all the extant 'know your customer' norms specified by the RBI and other RBI norms and guidelines. ● Loans are current (non - delinquent) at the time of hypothecation and remain standard during the tenure of the NCDs. ● Loans have not been terminated or prepaid at the time of hypothecation and during the tenure of the NCDs. ● No loans should be restructured or rescheduled in accordance with the relevant RBI prudential norms on restructuring of advances by non-banking financial companies. ● Each client loans must satisfy the Issuer's credit and underwriting policies. ● Each client loan must be directly originated by the Issuer and not loans purchased from a third party ● all loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines The security cover shall be confirmed by the Issuer in accordance with the Debenture Trust Deed, by way of a portfolio report certified by CA, which will be submitted by the Issuer to the Debenture Trustee within 30 days from the end of each quarter, in the form and manner set out in the Debenture Trust Deed. The issuer undertakes:

	• to maintain the value of security at all times equal to 1.10 (One Decimal Point One Zero) time or 110% (One Hundred and Ten Percent) the aggregate amount of outstanding of the NCDs where at least 1.10 (One Decimal Point One Zero) time or 110.0% (One Hundred and Ten Percent) of the security cover is from principal receivables ("Security Cover") • to add fresh loan assets to the Security Cover to ensure that the value of the Hypothecated Assets is equal to 1.10x (One decimal one zero times) or 110% (One hundred and ten percent) the aggregate amount of the aggregate amount of principal, Coupon/ dues outstanding and payable to the Debenture Holders where at least 1.10x (One decimal one zero times) time or 110% (One hundred and ten percent) of the security cover is from principal receivables, • to replace Hypothecated Assets that have been overdue for more than 30 (Thirty) calendar days with current receivables (i.e., 0 DPD). Such replacement of the Hypothecated Assets becoming overdue (by more than 30 days) shall be affected within 30 (thirty) Calendar Days at the end of each month. 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
Creation of Recovery Expense Fund	As per the applicable SEBI norms
Affirmative Undertakings	• To utilise the proceeds of this issue in accordance with applicable laws and regulations • To provide the Debenture Holders with access to management meetings for periodical portfolio monitoring • To ensure that at least 2 Independent Director are on the Board of the Company • To promptly inform notice of winding up / other legal proceedings • To promptly inform Material Adverse Effect • To comply with corporate governance, fair practices code prescribed by RBI • Notification of any potential Event of Default or Event of Default; • Obtain, comply with and maintain all licenses / authorizations • Permit visits and inspection of books of records, documents and accounts to debenture holders as and when required by them • Comply with any monitoring and/or servicing requests from Debenture Holders/Investors • Maintain internal control for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes • Provide details of any material litigation, arbitration or administrative proceedings (above materiality threshold of 10Cr) • Preserve corporate status; authorizations and as set out in Debenture Trust Deed for financing of this nature.
Negative Undertakings	The Company shall not without the prior written consent of the Debenture Trustee, (backed by Majority Debenture Holders) do or undertake to do any of the actions as mentioned below. i) The Company will not purchase or redeem any of its issued shares except equity shares allotted under ESOP scheme of the Company or reduce its share capital. ii) The Company shall not undertake to guarantee the liabilities of any individual or entity save and except in case of ordinary course of business. iii) M&A, acquisition, restructuring, amalgamation transactions (excluding portfolio buyouts) with Enterprise Value over and above 10% of the Net worth of the Company in a financial year iv) The Company shall not, enter into any transaction of merger, de-merger, consolidation, re- organization, scheme of arrangement or compromise with

	its creditors or shareholders or effect any scheme of amalgamation or reconstruction. v) Company shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect. The above does not apply to any changes to affect an increase in authorized share capital. vi) Any sale of assets/business/division that has the effect of exiting the business or would have a Material Adverse Effect. vii) No declaration or payment of dividend, if an Event of Default has occurred and is subsisting. Not undertake any new major new business outside financial services or any diversification of its business outside financial services. viii) Any kind of Equity investments in promoter group companies ix) Directly or indirectly lend to any of its group companies, or to its promoters (as defined in the Act, or any Related Parties; or directly or indirectly lend to any of its group companies unless it is in ordinary course of business and at arm's length price. x) Enter into related party transaction unless it is in ordinary course of business and at arm's length price. xi) Restructuring of any borrowing arrangements xii) Change in promoter or control (excluding Employee Stock Option) in issuer due to new equity raise to, be with the prior consent of the Debenture trustee (acting on behalf of the debenture holders). xiii) Claim for itself or its Assets immunity from any suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process in any jurisdiction xiv) The Issuer shall not dispose of its assets or compromise with any of its creditors witut the prior written consent of the Debenture trustee (acting on behalf of the debenture holders), except in the ordinary course of and pursuant to the reasonable requirements of the Issuer's business and upon fair and reasonable terms. xv) To undertake any new major new business outside financial services or any diversification of its business outside financial services Other undertakings as defined in the Debenture Trust Deed "Promotor Group Companies" comprises all entities which are owned or controlled by Promoter Group and all subsidiaries and associates of these companies. For the purpose of the clauses above, ordinary course of business' shall mean activities which are carried out by the Borrower in line with its Memorandum and Articles of Association and will generally fulfill the following conditions: • It is normal for the particular business. • It is as per customs and practices of its business and of the Borrower. • It involves the usual allocation of resources considering the size and volume of the transaction. • It is necessary, normal and usual from the perspective of the Borrower and its line of business. • It is at arm's length
Events of Default	Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to: i) Non-payment of any of the dues under this issuance on the payment day ii) Any default on part of the Issuer to make payment of any amount that has become due and payable under the Transaction Documents. iii) Debentures are not redeemed in full, along with accrued but unpaid interest, and other costs, charges and expenses incurred under or in connection with the Transaction Documents by the Maturity Date.

	iv) Failure to comply with the "Security Cover" requirement as defined in Transaction Structure v) Material Adverse Effect vi) Cross default vii) Breach of Negative & Affirmative Undertakings viii) Breach of Reporting Covenants ix) Breach of Mandatory Redemption Clause x) Misrepresentation or misleading information in any of the Transaction Documents; xi) Unlawfulness xii) Repudiation of the Transaction Documentation xiii) Any of the Transaction Documentation ceases to be in full force and effect or is terminated prior to maturity xiv) Insolvency and insolvency proceedings xv) Cessation of business xvi) Wilful defaulter xvii) Not able to list the debentures on WDM xviii) Such other events of default as may be specified in the Debenture Trust Deed and the other Transaction Documents. xix) Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer / Promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer xx) Erosion of 30% or more of the Issuer's net worth "Cross Default" means occurrence of any of the following The Company (i) defaults in any payment of any Financial Indebtedness except technical default on account of money available but not paid due to operational seasons if accepted by Debenture Trustee (ii) payment acceleration in any other Financial Indebtedness whether as a result of an event of default or breach of any covenants, by whatever name called beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (iii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or (iv) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
Consequence of Events of Default	Upon occurrence of any Event of Default, as detailed in the Transaction Documents for each event, the Debenture Trustee shall, acting upon the request of the Majority Debenture Holders of respective tranches (if any), be entitled to initiate one or more of the following course of actions: 1. Require the Company to forthwith mandatorily redeem the Debentures and repay the outstanding principal amount on the Debentures, along with accrued but unpaid interest, default interest and other costs, charges and expenses incurred under or in connection with the Transaction Documents;

	2. Declare all or any part of the Debentures to be immediately (or on such dates as the Debenture Trustee may specify) due and payable, whereupon it shall become so due and payable; 3. Enforce the security created by the Company. 4. Take any actions in respect of the SEBI Defaults (Procedure) Circular 5. The Debenture Trustee's approval shall be required for the Company to declare any dividends, or make any other distributions to the holders of common equity or other shares compulsorily convertible into equity shares. 6. The Debenture Trustee (acting on the instructions of the Debenture Holders) has the option (but not the obligation) to require the obligors underlying the loans hypothecated to secure the Debentures to directly deposit all interest and principal instalments and other amounts in respect of the relevant loans in the account specified by the Debenture Trustee (acting on the instructions of the Debenture Holders). All such payments will be used to discharge the amounts outstanding and due from the Company in respect of the Debentures 7. The Debenture Trustee shall be entitled to appoint a nominee director on the board of the Company as per the applicable regulations. 8. The Debenture Trustee shall be entitled to appoint any independent agency to inspect and examine the working of the Company and give a report to Debenture Holders/ the Debenture Trustee. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses; 9. Entering into, and the performance of any obligations under any inter-creditor agreement (pursuant to the RBI's circular no. DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on "Prudential Framework for Resolution of Stressed Assets", as amended, modified or restated from time to time) or any resolution plan shall be subject to the terms of the SEBI Defaults (Procedure) Circular (including without limitation, the resolution plan being finalised within the time period prescribed in the SEBI Defaults (Procedure) Circular. 10. take all such other action as is expressly permitted under the Transaction Documents or permitted under Applicable Law (including initiating any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016); *Such other remedies as mentioned in the Transaction Documents*
Reporting Undertakings	As defined in the Debenture Trust Deed
Material Adverse Effect	Means the effect or consequence of an event (regulatory or otherwise), circumstance, occurrence or condition which has caused, as on the date of determination, or could reasonably be expected to cause a material and adverse effect on: (a) the financial condition, business or operation of the Company which is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents; (b) the rights or remedies of the Debenture Holders hereunder or under any other Transaction Documents; (c) the ability of the Company to perform its respective obligations under the Transaction Documents; (d) the ability of the Company to disburse new loans or from appointing third party or in house collection teams; or the legality, validity or enforceability of any of the Transaction Documents.
Rating covenant	Issuer shall maintain the below mentioned covenants during the entire tenor of the debentures and till all the amounts outstanding is being duly repaid: (a) The Issuer shall ensure that there is no assignment of new long-term credit rating below BBB+ from any credit rating agency (b) The Issuer shall ensure that the current credit rating of the company / Instrument from any credit rating agency shall not downgrade below BBB+

	(c) Issuer shall not change the rating agency of the proposed debentures without approval of debenture trustee (d) The Issuer shall ensure that there is no suspension of the credit rating/assigned Issuer Not Co-operating status to the Issuer and/ or the Debentures by any of the credit rating agency. In case, rating from multiple rating agencies is available, the lowest rating available for long term borrowing shall be considered for the purpose of this clause
Other Covenants	1. Management control shall remain with Mr. Nirmal Kumar Jain, and he shall continue to be a member of the Board of Directors throughout the tenure of the Debentures 2. The Company during the tenure of the Debenture shall make no change in the Management Control of the Company. 3. Promoter Group to hold at least 35% shareholding in the company 4. Issuer to ensure that exposure to any single state does not exceed 70% of total AUM during the tenure of the Debentures. "Management Control" shall include (i) the right to appoint or remove the majority of the directors of the board of directors of the Issuer or such other person who may be charged with or entitled to exercise central management and control of the Company or (ii) to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, whether by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. Notwithstanding aforesaid, 'Control' shall be construed in accordance with the act, rules, regulations, accounting standards or guidelines, as may be applicable on the Issuer, from time to time.
Financial Covenants	1. Minimum capital ratio of Tier I Capital and Tier II Capital to aggregate risk weighted assets on-balance sheet and of risk adjusted value of off-balance sheet items shall not be less than 25% (Twenty-Five Point Zero Zero percent) or as per the regulatory minimum prescribed by the Reserve Bank of India under the NBFC Master Directions, whichever is higher. 2. Maximum permissible ratio of Total Debt to Tangible Networth shall be 2.5 times 3. Own AUM (On Book) to Managed AUM (On plus Off Book) shall be minimum 70% 4. Gross Non-Performing Loans Ratio not to exceed 7%(Seven Percent) 5. Net Non-Performing Loans Ratio not to exceed 5%(Five Percent) 6. Maximum permissible ratio of sum of PAR>90 and write-off (on the issuers entire portfolio including receivables sold or discounted on non-recourse basis) to Tangible Net Worth shall be 20%. Write-offs will be considered for trailing 12 months 7. Cumulative mismatches in ALM (as per the Statement of Structural Liquidity submitted to RBI on periodic basis) should be positive for all buckets upto 1 year of ALM statement after incorporating all the contractual liabilities of the Issuer (Considering the put option dates or coupon reset dates of transaction without a benchmark, without a floor and without a cap as maturity date). The unutilized bank sanctioned and drawable lines if any, shall not be taken into account for testing of cumulative mismatch. 8. Minimum Cash & Cash Equivalent (unencumbered) to cover 2 Month's Liability 9. Minimum Tangible Net worth to be maintained at Rs 350 Crs

	10. Issuer shall maintain a minimum Assets Under Management (AUM) of Rs 500 Crore at all times during the tenure of the Debentures. 11. Issuer shall maintain current quarter collection efficiency of over 85% throughout the tenure of the Debentures. 12. The Issuer shall maintain profitability on a quarterly basis, i.e., shall report positive Profit After Tax (PAT) in each quarterly financial result during the tenure of the Debentures. All financial covenants would be tested on a quarterly basis i.e. as on 31st March, 30th June, 30th September and 31st December every year, starting from June 30, 2025, on consolidated and standalone balance sheet till the redemption of the Debentures. Without prejudice to its other rights under the Transaction Documents, Debenture Holders reserves the right to levy a penalty of a sum equivalent to 2% (Two percent) of the amount outstanding on the Issuer in the event of breach of any of the Financial Covenants, if such breach is not cured within the cure period for the defaulting period. Such penalty amount shall be paid within 30 (thirty) calendar days from the date of such breach.
Mandatory Redemption	"**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): 1.1 the Company fails to comply with or breaches any Financial Covenant; 1.2 the Company fails to comply with or breaches any Rating Covenant; 1.3 the Company fails to comply with or breaches any Other Covenant; **Mandatory Redemption** Upon the occurrence of any Mandatory Redemption Event 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 Mandatory Redemption Event; and *2)* There will be a cure period of 15 working days from the said breach. In case the breach remains, The Debenture Trustee is required to notify the investors withing 3 (three) business days post the cure period of 15 working (fifteen) days to the existing investors and get the consent on *a)* Either temporary waive off or alteration in the subject covenants or *b)* Mandatory redemption within 45 working days from the breach. *3)* In the event that no response is received from any of the Debenture Holders within the stipulated time period specified for consent or objection, such non-response shall be deemed to constitute consent to a temporary waiver or temporary alteration of the subject covenant, solely for the duration of the breach. *4)* Upon full remedy of the breach by the Issuer, the original covenant shall automatically be reinstated and shall continue to remain in full force and effect, unless expressly waived or amended in writing by the Debenture Holders, *5)* The Trustee according to recorded consents, will sent the notification to issuer according to responses received from respective NCD Holders *6)* In case of any Debenture Holder opting for mandatory redemption, the respective NCDs for those NCD holders will be redeemed at par (in full) with all associated dues like accrued interest & default interest rate, within 45 (Thirty) working Days from the date of the specific breach *7)* If the Company fails to redeem the Debentures and pay the Mandatory Redemption Amount to the Debenture Holder within the timelines set out in this Clause (*Mandatory Redemption*), it will result in an Event of Default.

Majority Debenture Holders	Means such number of Debenture Holders collectively holding 76% (Seventy Six percent) or more of the value of the outstanding principal amounts of the Debentures.
Conditions Precedent To Disbursement	a. 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; b. 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 Act, the Companies (Prospectus and Allotment of Securities) Rules, 2014, the Companies (Share Capital and Debentures) Rules, 2014 and other rules prescribed; c. Execution of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee shall have taken place; d. The Company shall have provided to the Debenture Trustee a certificate from a director/ company secretary of the Company certifying that: I. the persons authorised to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Issuer, together with the names, titles and specimen signatures of such authorised signatories; II. the Company and its Directors have the necessary powers under the Memorandum and Articles of Association of the Company to borrow moneys pursuant to the issuance of the Debentures; III. the borrowing of moneys pursuant to the issuance of the Debentures and creation of Security over the Hypothecated Assets will not cause any limit binding on the Company to be exceeded; IV. no consents and approvals are required by the Issuer from its creditors or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the Deed of Hypothecation; V. no Material Adverse Effect has occurred in the Company, and/ or the business of the Company; VI. absence of any Event of Default, any force majeure event and any Material Adverse Effect; VII. all representations and warranties contained in this Key Information Document are true and correct in all material respects on and as of the Deemed Date of Allotment, before and after giving effect to the Issue and to the application of the proceeds therefrom; and VIII. no investor or shareholder consent/ approval, pursuant to the articles of association of the Issuer or any shareholders' agreements or other documents/ instruments entered into by the Issuer and its shareholders and investors, is required for the Issuer to enter into or perform its obligations under the Transaction Documents. e. Copy of the e-Form MGT-14 filed with the ROC with respect to the board resolution or shareholders' resolution (as applicable and if required under the Act) passed for the issue of Debentures; f. a copy of the rating letter and/ or the rating rationale issued by the Rating Agency in relation to the Debentures; g. a copy of the consent from the Registrar to act as the Registrar and Transfer Agent for the issue of Debentures; h. The Company shall have received consent from the Debenture Trustee to act as the Debenture Trustee for the issue of Debentures; i. Due execution of the Depository Agreements by, inter-alia, the Depository and the Company; j. Due execution of the Tripartite Agreement by, inter-alia, the Registrar and Transfer Agent, Depository and the Company; k. The Company shall have submitted to the Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; l. The Company shall have submitted to the Debenture Trustee, a copy of the in-principle approval provided by the BSE in respect of the listing of the Debentures; m. The Company shall have submitted to the Debenture Trustee, its audited account statements for the most recent financial year.

	n. The Company shall have submitted to the Debenture Trustee, evidence that the fees, costs and expenses due from the Issuer pursuant to the Transaction Documents prior to execution have o. been paid to the satisfaction of the Debenture Trustee; and such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request. p. Enabling clause in the AOA of the Issuer to allow appointment of a Nominee Director by the Debenture Trustee upon occurrence of an Event of Default. Such other conditions as may be specified in the Debenture Trust Deed, the other Transaction Documents or are customary to the nature and size of this transaction.
Conditions Subsequent To Disbursement	Company shall fulfil each of the following conditions within the stipulated timelines: 1. Certified true copy of the board resolution for the allotment of the relevant Debentures, within 2 (two) Business Days of the Deemed Date of Allotment of Debentures; 2. 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; 3. the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (Two) Business Days from the Deemed Date of Allotment or such time as set out under Listed NCDs Master Circular as amended from time to time; 4. The Company shall immediately on receipt of funds, take on all necessary steps to, including making all applicable filings in the Registrar of Companies and obtaining all necessary approvals including filing Form PAS 3 along with requisite fee within the timelines prescribed by the Act and Rules thereunder; 5. The Issuer shall have submitted a copy of filed Form CHG-9 (as per the Act) with the relevant Registrar of Companies by the Issuer within 30 (thirty) days of execution of Hypothecation Agreement, together with the certificate of registration of charge obtained in relation to the same; 6. Providing all the necessary assistance to the Debenture Trustee for filing of and registering with the Central Registry under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for the exercise of the rights, powers and authority hereby conferred on the Debenture Trustee for effecting and perfecting the Security created or purported to be created under each Hypothecation Agreement and for enforcement of such Security within the timeline stipulated under applicable Law; 7. Copy of Form PAS-5 being maintained by the Issuer in accordance with the Act, where the Issuer has recorded the names of the subscribers to the relevant Debentures within 7 (Seven) Business Days of the Deemed Date of Allotment of Debentures; 8. The Issuer shall provide an end-use certificate from a statutory auditor certifying that funds have been utilized in accordance with Transaction Documents (along with the description of such utilization), within 60 (Sixty) days of the Deemed Date of Allotment; 9. As applicable to the Issuer in accordance with the applicable Law(s), relevant filings in the prescribed form to be made with an information utility registered with the Insolvency and Bankruptcy Board of India in accordance with provisions of the Insolvency Code and other regulations including the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017; and 10. The Issuer shall ensure compliance of such other condition and provide such other information and documents and execute such documents as are customary for a financing similar to the issuance of the Debentures or as Subscriber may reasonably request or as maybe

	required under the applicable Law (including without limitation, the Act and any other guidelines/ circulars issued by the SEBI and/ or RBI).
Reporting covenants	Yearly Reports - within 90 (ninety) days from the end of financial year 1. Certificate from the Independent Chartered Accountant of the Issuer conforming compliance with the financial covenant based on audited financial statement. Certificate signed by the Independent Chartered Accountant shall be furnished on an annual basis by the Issuer, certifying that the receivables created out of the issuance are hypothecated to the Investor and Investor has exclusive first charge on the receivables created out of the issuance and the minimum asset cover of as stipulated is available. Certificate to contain details of receivables (Loan ID, location, amount sanctioned, amount outstanding, overdue status) hypothecated to Investor. 2. Annual Reports - within 120 (One Hundred and Eighty) calendar days from the end of each financial year Quarterly Reports - within 45 (Forty Five) calendar days from the end of each financial quarter 1. Information on financials 2. Financial and other covenant compliance certificate signed by the CFO/authorized signatory of sthe company. 3. List of Board of Directors of the Issuer 4. Shareholding Pattern 5. Copy of returns filed with RBI 6. Asset liability management ("ALM") statement of the Company for such quarter as may be applicable; 7. Liquidity position of the Company at the end of such quarter, in a format acceptable to the Debenture Holders 8. Portfolio Cuts Data 9. Quarterly MIS data pack - giving standard portfolio cuts with corresponding asset quality indicators. To be submitted within 45 days of each quarter end. 10. Change in statutory auditors **Event Based Reports -** In case of changes initiated by the Issuer requiring approval of the board, the reporting shall be made within 5 days post approval of the board, all others will be 15 days. Anything related to Material Adverse Effect , IBC, Potential Default ,etc reporting shall be made within 1 day of the Company having knowledge. These includes the following but not limited to: 1. Change in list of Board of Directors; 2. Change in Shareholding structure; 3. Change in senior management officials (any CXO or equivalent); 4. Any fraud amounting to more than 1% of Gross Loan Portfolio; 5. Material changes in accounting policy; 6. Amendment to constitutional documents except amendment of MoA and AoA due to the following events: •Increase in authorised Share Capital and/or any re-classification; •Appointment of Observer on behalf of any investor; •Appointment of nominee director on behalf of an investor; •Any change in the Articles as a result of amendments in the shareholders' agreement entered with any shareholder/investor; provided that such amendment(s) are not prejudicial to the interest of the Debenture Holder of this Issue.

	7. Material change in the constitutional documents of the Company that are prejudicial to the interests of the Debenture Holders 8. New segment of business other than the business carried out by the Issuer presently; 9. Material Adverse Effect; 10. Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect; 11. Winding up proceedings; 12. Any Event of Default or Potential Default, and any steps taken/ proposed to remedy the same; 13. Application of insolvency petition under bankruptcy code/ NCLT by the Issuer needs to be notified within 1 calendar day; Other Reporting will be mentioned in the Transaction Document(s)
Most Favoured Clause	If the Issuer, at any time during the tenor of these Debentures, incurs any other financial indebtedness from Capital Market ("Other Indebtedness") which has terms and covenants (other than Issue size, facility tenure and Coupon) that are more favorable to the lenders/holders of Other Indebtedness, than the terms and covenants in relation to the Debentures set out in the transaction documents of the Debentures, then, such more favorable terms and covenants shall be deemed to be applicable to these Debentures for the period until the Other indebtedness is outstanding and shall be deemed to be incorporated in the Debenture trust Deed. If the Debenture Trustee (acting upon the instruction of Majority Debenture Holder) so requests, the Issuer shall sign all such deeds of amendment and modification or other documents and do or execute all such acts, agreements, an things as shall be necessary to be done by the Issuer, in each case, to incorporate each such favourable provision in the Transaction Documents for these Debentures, in each case, within such timeline as requested by, and in a form, manner and substance satisfactory to, the Debenture Trustee.
Governing Law & Jurisdiction	This Term Sheet shall be governed and construed exclusively 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 Mumbai, India.

For AKME Fintrade (India) Limited

Authorised Signatory

Cash Flows
Series A1

Sr. No	Record Date	Day and date for coupon/ redemption becoming due	Number of days for denominator	Interest Amount (in Rs)	Principal Repayment (in Rs)	Total Cashflow (in Rs)
0		Thursday, 10 September, 2026				- 25,00,00,000.00
1	Friday, 25 September, 2026	Saturday, 10 October, 2026	30	23,42,465.75	-	23,42,465.75
2	Monday, 26 October, 2026	Tuesday, 10 November, 2026	31	24,20,547.95	-	24,20,547.95
3	Wednesday, 25 November, 2026	Thursday, 10 December, 2026	30	23,42,465.75	-	23,42,465.75
4	Saturday, 26 December, 2026	Sunday, 10 January, 2027	31	24,20,547.95	-	24,20,547.95
5	Tuesday, 26 January, 2027	Wednesday, 10 February, 2027	31	24,20,547.95	-	24,20,547.95
6	Tuesday, 23 February, 2027	Wednesday, 10 March, 2027	28	21,86,301.37	-	21,86,301.37
7	Friday, 26 March, 2027	Saturday, 10 April, 2027	31	24,20,547.95	-	24,20,547.95
8	Sunday, 25 April, 2027	Monday, 10 May, 2027	30	23,42,465.75	-	23,42,465.75
9	Wednesday, 26 May, 2027	Thursday, 10 June, 2027	31	24,20,547.95	-	24,20,547.95
10	Friday, 25 June, 2027	Saturday, 10 July, 2027	30	23,42,465.75	-	23,42,465.75
11	Monday, 26 July, 2027	Tuesday, 10 August, 2027	31	24,20,547.95	-	24,20,547.95
12	Thursday, 26 August, 2027	Friday, 10 September, 2027	31	24,20,547.95	-	24,20,547.95
13	Saturday, 25 September, 2027	Sunday, 10 October, 2027	30	23,36,065.57	-	23,36,065.57
14	Tuesday, 26 October, 2027	Wednesday, 10 November, 2027	31	24,13,934.43	-	24,13,934.43
15	Thursday, 25 November, 2027	Friday, 10 December, 2027	30	23,36,065.57	-	23,36,065.57
16	Sunday, 26 December, 2027	Monday, 10 January, 2028	31	24,13,934.43	-	24,13,934.43
17	Wednesday, 26 January, 2028	Thursday, 10 February, 2028	31	24,13,934.43	-	24,13,934.43
18	Thursday, 24 February, 2028	Friday, 10 March, 2028	29	22,58,196.72	-	22,58,196.72
19	Sunday, 26 March, 2028	Monday, 10 April, 2028	31	24,13,934.43	-	24,13,934.43
20	Tuesday, 25 April, 2028	Wednesday, 10 May, 2028	30	23,36,065.57	-	23,36,065.57
21	Friday, 26 May, 2028	Saturday, 10 June, 2028	31	24,13,934.43	-	24,13,934.43
22	Sunday, 25 June, 2028	Monday, 10 July, 2028	30	23,36,065.57	-	23,36,065.57
23	Wednesday, 26 July, 2028	Thursday, 10 August, 2028	31	24,13,934.43	12,50,00,000.00	12,74,13,934.43
24	Saturday, 26 August, 2028	Sunday, 10 September, 2028	31	12,06,967.21	12,50,00,000.00	12,62,06,967.21

Series A2

Sr. No	Record Date	Day and date for coupon/ redemption becoming due	Number of days for denominator	Interest Amount (in Rs)	Principal Repayment (in Rs)	Total Cashflow (in Rs)
0		Thursday, 10 September, 2026				- 25,00,00,000.00
1	Friday, 25 September, 2026	Saturday, 10 October, 2026	30	23,83,561.64	-	23,83,561.64
2	Monday, 26 October, 2026	Tuesday, 10 November, 2026	31	24,63,013.70	-	24,63,013.70
3	Wednesday, 25 November, 2026	Thursday, 10 December, 2026	30	23,83,561.64	-	23,83,561.64
4	Saturday, 26 December, 2026	Sunday, 10 January, 2027	31	24,63,013.70	-	24,63,013.70
5	Tuesday, 26 January, 2027	Wednesday, 10 February, 2027	31	24,63,013.70	-	24,63,013.70
6	Tuesday, 23 February, 2027	Wednesday, 10 March, 2027	28	22,24,657.53	-	22,24,657.53
7	Friday, 26 March, 2027	Saturday, 10 April, 2027	31	24,63,013.70	-	24,63,013.70
8	Sunday, 25 April, 2027	Monday, 10 May, 2027	30	23,83,561.64	-	23,83,561.64

9	Wednesday, 26 May, 2027	Thursday, 10 June, 2027	31	24,63,013.70	-	24,63,013.70
10	Friday, 25 June, 2027	Saturday, 10 July, 2027	30	23,83,561.64	-	23,83,561.64
11	Monday, 26 July, 2027	Tuesday, 10 August, 2027	31	24,63,013.70	-	24,63,013.70
12	Thursday, 26 August, 2027	Friday, 10 September, 2027	31	24,63,013.70	-	24,63,013.70
13	Saturday, 25 September, 2027	Sunday, 10 October, 2027	30	23,77,049.18	-	23,77,049.18
14	Tuesday, 26 October, 2027	Wednesday, 10 November, 2027	31	24,56,284.15	-	24,56,284.15
15	Thursday, 25 November, 2027	Friday, 10 December, 2027	30	23,77,049.18	-	23,77,049.18
16	Sunday, 26 December, 2027	Monday, 10 January, 2028	31	24,56,284.15	-	24,56,284.15
17	Wednesday, 26 January, 2028	Thursday, 10 February, 2028	31	24,56,284.15	-	24,56,284.15
18	Thursday, 24 February, 2028	Friday, 10 March, 2028	29	22,97,814.21	-	22,97,814.21
19	Sunday, 26 March, 2028	Monday, 10 April, 2028	31	24,56,284.15	-	24,56,284.15
20	Tuesday, 25 April, 2028	Wednesday, 10 May, 2028	30	23,77,049.18	-	23,77,049.18
21	Friday, 26 May, 2028	Saturday, 10 June, 2028	31	24,56,284.15	-	24,56,284.15
22	Sunday, 25 June, 2028	Monday, 10 July, 2028	30	23,77,049.18	-	23,77,049.18
23	Wednesday, 26 July, 2028	Thursday, 10 August, 2028	31	24,56,284.15	-	24,56,284.15
24	Saturday, 26 August, 2028	Sunday, 10 September, 2028	31	24,56,284.15	-	24,56,284.15
25	Monday, 25 September, 2028	Tuesday, 10 October, 2028	30	23,83,561.64	-	23,83,561.64
26	Thursday, 26 October, 2028	Friday, 10 November, 2028	31	24,63,013.70	-	24,63,013.70
27	Saturday, 25 November, 2028	Sunday, 10 December, 2028	30	23,83,561.64		23,83,561.64
28	Tuesday, 26 December, 2028	Wednesday, 10 January, 2029	31	24,63,013.70	-	24,63,013.70
29	Friday, 26 January, 2029	Saturday, 10 February, 2029	31	24,63,013.70	12,50,00,000.00	12,74,63,013.70
30	Friday, 23 February, 2029	Saturday, 10 March, 2029	28	11,12,328.77	12,50,00,000.00	12,61,12,328.77