

Ref: Samfin/BSE/06/2023-24

Date: April 04, 2023

To,
BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai 400 001

Dear Sir/Madam,

Sub: Intimation under Regulation 51(2) read with Schedule III Part B of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("LODR") - Proposed fund raising by way of issuance of Non-Convertible Debentures on Private placement basis

Ref: Scrip Code: 958328

Please be informed that the Company intends to raise funds aggregating to INR 20,00,00,000/- (Indian Rupees Twenty Crores Only) with a green shoe option to raise additional INR 10,00,00,000/- (Indian Rupees Ten Crores Only) by way of issuance of Non-Convertible Debentures on Private placement basis to identified investors as per the terms and conditions stipulated in the attached indicative Term Sheet.

We request you to take the same on record.

Thanking you,
Yours faithfully,

For Samunnati Financial Intermediation & Services Private Limited



S Arun Kumar
Company Secretary & Compliance Officer



Enclosure: Indicative Term Sheet

Copy to - Debenture Trustee

**Samunnati Financial Intermediation
& Services Pvt. Ltd.**

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CIN - U65990TN2014PTC096252

**INDICATIVE TERM SHEET FOR INVESTMENT IN
NON-CONVERTIBLE DEBENTURES TO BE ISSUED BY
SAMUNNATI FINANCIAL INTERMEDIATION & SERVICES PRIVATE LIMITED**

The purpose of this document ("the Indicative Term Sheet") 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	Samunnati Financial Intermediation & Services Private Limited
Type of Instrument	Senior, secured, rated, listed, redeemable, taxable, redeemable non-convertible debentures.
Debenture Trustee	Catalyst Trusteeship Limited
Rating Agency	CRISIL Limited
Rating	CRISIL BBB (Stable)
Legal Counsel	TBD
Nature of Instrument	Secured
Issuance Size	INR 20,00,00,000 (Indian Rupees Twenty Crore only)
Green Shoe Option	INR 10,00,00,000 (Indian Rupees Ten Crore only)
Seniority	Senior
Mode of Issue	Private Placement
Face value	INR 1,00,000 (Indian Rupees One Lakh Only)
Issue Price	INR 1,00,000/- Per Debenture (Indian Rupees One Lakh Only)
Minimum subscription Size	100 Debentures bearing face value of Rs. 1,00,000/- each and in multiples of 1 Debenture(s) thereafter.
Issue Schedule*	Issue Open Date [TBD] Issue Close Date [TBD] Pay in Date [TBD] Deemed Date of Allotment [TBD]
Coupon	9.02% XIRR
Coupon Payment Frequency	Monthly from the Deemed Date of Allotment
Tenor	18 months from the Deemed Date of Allotment
Step Up/Step Down Coupon Rate	<p>In the event, credit rating of the Debentures is downgraded from the current rating of CRISIL BBB ("Rating") and/or the credit rating of the Company is downgraded from the current rating of "BBB" ("Company Rating") at any point of time during the tenor of the Debentures, the Coupon Rate shall increase by 0.5% (zero decimal five percent) for each notch downgrade of 1 (one) notch from the rating of the Debentures and/or Company ("Step Up Rate"). Such increased rate of interest shall be applicable from the date of such downgrade ("Step Up").</p> <p>Following the Step Up until the rating of the Debentures and/or Company is restored to the Rating and/or the Company Rating (as the case may be), if the rating of the Debentures and/or the Company is upgraded, the prevailing Step Up Rate shall be decreased by 0.5% (zero decimal five percent) for each upgrade of 1 (one) notch from the rating of the Debentures and/or the Company (until the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be)) and such decreased rate of interest shall be applicable from the date of such upgrade. PROVIDED THAT the decreased rate of interest in accordance with this provision cannot, in any case, be lower than the Coupon Rate.</p> <p>It is clarified that, if following the Step Up, the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be), then the interest shall be payable at the Coupon Rate, from the date that the relevant rating is restored.</p>



	<p>In case the Company has obtained rating in relation to the Debentures and/or the Company from more than one rating agency, the lowest rating issued by the rating agency in relation to the Debentures and/or the Company shall be considered for the purpose of increase in the Coupon Rate.</p>
Rating Downgrade-Cash Margin	<p>In the event, credit rating of the Debentures is downgraded from the current rating of CRISIL BBB" ("Rating") and/or the credit rating of the Company is downgraded from the current rating of "BBB" ("Company Rating") at any point of time during the tenor of the Debentures, the Company will provide a Cash Collateral of 15% of the Outstanding Principal within 15 calendar days from the date of such rating downgrade. For each downgrade of 1 (one) notch from the rating of the Debentures and/or Company.</p> <p>Until the rating of the Debentures and/or Company is restored to the Rating and/or the Company Rating (as the case may be), if the rating of the Debentures and/or the Company is upgraded (post any downgrades as mentioned above), the prevailing cash collateral to the extent of 15% shall be allowed to be released for each upgrade of 1 (one) notch from the rating of the Debentures and/or the Company (until the rating of the Debentures and/or the Company is restored to the Rating and/or the Company Rating (as the case may be)).</p> <p>In case the Company has obtained rating in relation to the Debentures and/or the Company from more than one rating agency, the lowest rating issued by the rating agency in relation to the Debentures and/or the Company shall be considered for the purpose of this provision.</p>
Listing	<p>The Debentures shall be listed on the Wholesale Debt Market segment of the [BSE] within a period of 3 (Three) trading days from the Issue closing date.</p> <p>In the event that: (i) the Debentures are not listed on the [BSE] within a period of 3 (Three) trading days from the Issue closing date; and/ or (ii) the debentures are delisted for a continuous period of 1 month, the Company shall pay default interest calculated at the rate of 1% (One Percent) per annum on the outstanding principal amount of the Debentures over and above the Coupon Rate for the period that the Debentures are unlisted or delisted</p>
Ranking	<p>Each Debenture issued by the Issuer will constitute direct, senior and secured obligations of the Issuer. The claims of the Debenture Holders shall be akin to the claims of senior, secured investors / lenders and shall rank pari passu to all senior, secured indebtedness of the Issuer.</p> <p>Each of the Debenture Holders shall inter-se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p>
Registrar & Transfer Agent	Integrated Registry Management Services Private Limited
Depository	NSDL & CDSL
Issuance mode	Dematerialized, Private Placement
Trading mode	Dematerialized
Settlement mode	RTGS / NEFT
Business Days	<p>The day on which payment of interest/redemption with respect to debt securities falls due, it has been decided that interest/redemption payments shall be made only on the days when the money market is functioning in Mumbai.</p> <p>Additionally, a day (other than a Saturday, a Sunday or a Bank Holiday) on which banks are open for general business in Mumbai.</p>

Business Convention	Day <ul style="list-style-type: none"> • If any coupon payment date falls on a day that is not a working day, the payment shall be made on the immediately succeeding working day. • If the redemption date of the Debentures falls on a day that is not a working day, the redemption proceeds shall be paid on the immediately preceding working day • If the Maturity Date (also the last coupon payment date) of the Debentures falls on a day that is not a working day, the redemption proceeds and coupon payment shall be paid on the immediately preceding working day.
Record Date	<p>The date, as may be fixed by the Company, which will be 7 calendar days prior to the coupon payment/redemption date on which the determination of the persons entitled to receive coupon/redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or NSDL/CDSL record) shall be made.</p>
End Use	<p>The proceeds of the Issuance will be utilized for the following purposes:</p> <ul style="list-style-type: none"> • General corporate purposes • for the ordinary course of business of the Issuer including repayment/re-financing of existing debt <p>No part of the proceeds shall be utilized directly/indirectly towards capital markets (debt and equity), land acquisition or usages that are restricted for bank financing.</p>
Issue price	<p>At par</p>
Security	<p>The Issue shall be secured by way of a first ranking exclusive and continuing charge to be created pursuant to the deed of hypothecation to be executed between the Issuer and the Debenture Trustee ("Deed of Hypothecation") over all the standard receivables of the Issuer (the "Hypothecated Assets"). A security cover of 1.10x (One Decimal Point One Zero Times) the value of the outstanding principal plus accrued interest/obligations if any of this Debentures shall be maintained at all times until the redemption of the Debentures ("Security Cover").</p> <p>The security will be created upfront and perfected within 30 (thirty) days from the Deemed Date of Allotment. Issuer's failure to create and perfect security shall attract 2% additional interest and give an option to the Debenture holders for early redemption.</p> <p>The charge for the security with ROC shall be modified within 15 (Fifteen) days from end of calendar quarter wherein charge over the replaced security shall be created and security which does not meet the eligibility criteria shall be removed.</p> <p>The Issuer undertakes to provide a list and details on a monthly basis, of Hypothecated Receivables client loan ("Hypothecated Asset Report") to the Debenture Trustee.</p> <p><u>Eligibility Criteria for the Hypothecated Receivables:</u></p> <p>Each asset provided as security must comply with the portfolio origination criteria below:</p> <ul style="list-style-type: none"> • All applicable "know your customer" requirements prescribed by the RBI have be complied with; • Each Hypothecated Asset is a loan provided by the Issuer in its ordinary course of business,

	<ul style="list-style-type: none"> • The receivables are existing at the time of selection and have not been terminated or pre-paid; • The receivables have not been restructured or rescheduled and are current. • Each client loans must satisfy the Issuer's credit and underwriting policies, including credit referencing agency checks where commonly used; • Each client loan must be directly originated by the Issuer and not loans purchased from a third party; • Each asset shall be current i.e. 0 dpd on the books of Issuer • all loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines; • all loans should have a CIBIL score of 600 (six hundred) or should be new to credit; • all loans should be free from any other current or future encumbrances; • if multiple loans are extended to the same borrower/ group of borrowers, the Hypothecated receivables should include all such loan; <p>Overdue receivables shall be replaced with fresh portfolio of same amount with assets that meet the eligibility criteria within 30 calendar days.</p>
Maturity Date	TBD
Put Option Date	Not Applicable
Call Option Date	Not Applicable
Put Notification Time	Not Applicable
Call Notification Time	Not Applicable
Day count basis	Actual/Actual
Principal Repayment	Equal quarterly instalments starting [TBD]
Accelerated/ Mandatory Redemption Early	<p>Subject to Applicable Law, on the occurrence of the following events, and if required by the Debenture Holders (by way of consent of Majority Debenture Holders), the Issuer shall redeem the outstanding Debentures in full together with accrued interest, and all other amounts accrued thereto without any premature redemption penalty whereupon such demand being made, all such outstanding amounts will become due and payable after 30 days:</p> <ul style="list-style-type: none"> • Rating of the instrument downgraded to CRISIL BB+ or below (Stable)
Default Interest Rate	<ul style="list-style-type: none"> • In case of default in payment of interest and / or principal redemption on the due dates, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period. • In case of default by the Issuer in the performance of any of the covenants of this Issuance, including but not limited to the financial covenants of this Issuance, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period
Multiple issuances under the same ISIN	The Issuer reserves the right to make multiple issuances under the same ISIN with reference to Chapter VIII (Specifications related to ISIN for debt securities). Any such issue can be made either by way of creation of a fresh ISIN or by way of issuance under an existing ISIN at premium/par/discount as the case may be.
Buy Back	Issuer can buy back securities subject to Applicable Law
Prepayment Penalty	Voluntary prepayments can be undertaken post 12 months and 1 day without any prepayment penalty.
Coupon Calculation	$Outstanding\ Principal * [(1 + Coupon\ Rate)^{\left(Tenor\ in\ \frac{Days}{365,366}\right)} - 1]$

Interest on application money	<p>Interest at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Debentures for the period starting from and including the date of realization of application money in Issuer's bank account up to one day prior to the Deemed Date of Allotment</p> <p>Where Pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid</p>
Transaction documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following, as required, in connection with the issue as per the latest SEBI Guidelines / Companies Act 2013 (as applicable) for issuance of NCDs through private placement:</p> <ul style="list-style-type: none"> i) Letter appointing Trustees to the Debenture Holders; ii) Debenture trusteeship agreement; iii) Debenture trust deed; iv) Private placement offer letter (Form PAS 4); v) Board resolution authorizing this issuance; vi) Applicable shareholder resolutions under the Companies Act 2013; vii) Deed of hypothecation (including any amendments duly executed thereto); viii) Rating agreement with the aforesaid Rating Agency(ies) with respect to this Issuance; ix) Tripartite agreements with the Depository(ies) and Registrar & Transfer Agent; and x) Any other documents as may be agreed between the Issuer and Debenture Trustee. <p>All Transaction Documents will comply with the requirements prescribed by the RBI, SEBI and under the Companies Act, 2013 for the issuance of NCDs.</p>
Conditions Precedent	<p>The Issuer shall fulfil the following Conditions Precedent in the format prescribed by the Debenture Trustee and submit Conditions Precedent documentation where applicable to the Debenture Trustee, prior to the Pay in Date for the Debentures:</p> <ul style="list-style-type: none"> i) a copy of resolution of the Company's board of directors/committee of the Company's board of directors authorising the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an appropriate officer of the Company; ii) copies of the resolution of the shareholders of the Company under Sections 180(1)(c) and 180(1)(a) of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company; iii) (to the extent applicable) copies of the resolution of the shareholders of the Company under Section 42 of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company; iv) a copy of the Company's Constitutional Documents certified as correct, complete and in full force and effect by the appropriate officer; v) execution, delivery and stamping of the Transaction Documents

	<p>(including the Debt Disclosure Document(s)) in a form and manner satisfactory to the Debenture Trustee;</p> <ul style="list-style-type: none"> vi) a copy of the rating letter and/or the rating rationale issued by the Rating Agency in relation to the Debentures; vii) a copy of the consent from the Debenture Trustee to act as the debenture trustee for the Issue; viii) a copy of the consent from the Registrar to act as the registrar and transfer agent for the Issue; ix) Trustee due-diligence certificate x) Receipt of in-principle listing approval from stock exchange xi) a copy of the tripartite agreement(s) executed between the Company, the Registrar and the Depository; xii) The Issuer shall have submitted to the Debenture Trustee and Debenture Holders its audited account statements for the most recent financial year or audited financial half-year; xiii) Execution of the Debenture Trust Deed, Deed of Hypothecation and Debenture Trustee Agreement in form and manner satisfactory to the Debenture Trustee; <p>such other information, documents, certification by Issuer's authorized representatives, opinions and instruments as the Debenture Holders may reasonably request.</p>
<p>Conditions Subsequent</p>	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment:</p> <ul style="list-style-type: none"> i. the Issuer shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 1 (one) Business Days from the Deemed Date of Allotment of the respective Series; ii. the Company will ensure listing of Debentures on the BSE within stipulated timelines; iii. the Company shall, inter alia, file a copy of Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 30 (thirty) days of the allotment of Debentures along with a list of the Debenture Holders and PAS 5; iv. Execution of Deed of Hypothecation & Debenture Trust Deed within the stipulated timelines as per Companies Act, 2013 v. Filing CHG-9 Form with ROC within stipulated timelines <p>Execution of any other documents as customary for transaction of a similar nature and size</p>
<p>Events of Default</p>	<p>Customary for financings of this nature and others appropriate in the judgment of the Debenture Holders, including but not limited to:</p> <ul style="list-style-type: none"> i) Non-payment of any of the dues under this issuance on the payment day, ii) Payment default on any other indebtedness (cross default); iii) Payment acceleration in any other indebtedness whether as a result of an event of default or breach of any covenants, by whatever name called under relevant financing documents. iv) Misrepresentation or misleading information in any of the Transaction Documents; i) Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent

	<p>court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Issuer;</p> <ul style="list-style-type: none"> ii) A receiver or liquidator, provisional liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of the Issuer or any of its assets is appointed or allowed to be appointed or for all or any part of the undertaking of the Issuer; iii) Lenders processes initiated against the Issuer iv) Repudiation of Transaction Documents v) Cessation of business vi) 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 vii) One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Company provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal within a period of 30 (thirty) days. viii) The Issuer has taken or suffered to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation without the prior written intimation of the Debenture Holders; ix) Erosion of 50% or more of the Issuer's net worth. x) All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority; xi) Occurrence of a Material Adverse Effect, as determined by the Debenture Trustee, acting solely on the instructions of the majority debenture holders. xii) Change in management control, voting rights and board seats by Promoters. xiii) Any Transaction Document once executed and delivered, ceases to be in full force or becomes unlawful, invalid and unenforceable; xiv) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 15 (Fifteen) days; <ul style="list-style-type: none"> i) Breach of the following covenants: <ul style="list-style-type: none"> • Affirmative Covenants • Negative Covenants • Financial Covenants • Reporting Covenants • Other terms and conditions of Transaction Documents <p>Other conditions as mentioned in detail in the Transaction Document.</p>
<p>Consequences of Event of Default</p>	<p>Upon occurrence of any of the aforesaid event of default, the Debenture Trustee may by a notice in writing to the Company initiate actions as may be contemplated in the Transaction Documents including the following:</p>

	<ul style="list-style-type: none"> i) require the Company to mandatorily redeem the Debentures and repay the Redemption Amount on the Debentures; or ii) 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. iii) take any actions in respect of the SEBI Defaults (Procedure) Circular iv) 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 v) 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. vi) 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); <p><i>Such other remedies as mentioned in the Transaction Documents</i></p>
<p>Reporting Covenants</p>	<p>Yearly Reports – within 90 (ninety) days from the end of financial year</p> <ul style="list-style-type: none"> • 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 1.1x is available. Certificate to contain details of receivables (Loan ID, location, amount sanctioned, amount outstanding, overdue status) hypothecated to Investor. • Annual Reports – within 180 (One Hundred and Eighty) calendar days from the end of each financial year <p>Quarterly Reports – within 45 (Forty-Five) calendar days from the end of each financial quarter for quarterly reporting as specified below:</p> <ul style="list-style-type: none"> • Certificate signed by Chief Financial Officer and/Or Authorised Signatory the Issuer, confirming the compliance with the Financial Covenants on the basis of last declared quarterly unaudited financial statements of the Issuer. <p>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:</p>

	<ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> • 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. New segment of business other than the business carried out by the Issuer presently; 8. Material Adverse Effect; 9. Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect; 10. Winding up proceedings; 11. Any Event of Default or Potential Default, and any steps taken/proposed to remedy the same; 12. Application of insolvency petition under bankruptcy code/ NCLT by the Issuer needs to be notified within 1 calendar day; <p>Other Reporting will be mentioned in the Transaction Document(s)</p>
<p>Financial Covenants</p>	<p>The financial covenants shall be as under:</p> <ul style="list-style-type: none"> • Shall at all times, maintain a ratio of the sum (x) PAR over 90 days plus (y) Restructured Loans minus Loan Loss Reserves divided by (z) Total Equity of less than 20%; • Shall at all times, maintain a ratio of sum of (x) PAR over 90 days plus (y) Restructured Loans plus Charge-Offs during the last 12 months divided by the (z) Outstanding Gross Loan portfolio of not greater than 10%; • Shall at all times maintain the Capital Adequacy Ratio calculated as per the applicable RBI regulations for non-banking financial companies of not less than 20%; • Shall at all times, maintain the ratio of (x) aggregate amount of exposures of the Company, both on balance sheet and off balance sheet, owed to its Subsidiary(ies), affiliates and other Related party(ies) of the Company divided by (y) Total Capital of not greater than 40%. For the purpose of this sub-clause, the terms "Subsidiary(ies)" shall have the meaning assigned to such terms in the Act and the term "Related Party(ies)" shall mean all the members of the Company's Board of Directors, senior management of the Company, companies or individuals holding more than 5% of the share capital of the Company or the next of kin of any of these Individuals; • Shall at all times, maintain the value of its outstanding whole-sale loan portfolio as a percentage of the Outstanding Gross Loan Portfolio of not greater than 25%; • Shall at all times, maintain the value of the top 10 credit exposures of the Company as a % of the total Net Worth of not greater than 50%; • Shall at all times, maintain the sum of the absolute value of the ratio of each single currency, (not being the Indian Rupee) of the Foreign-Currency Assets minus Foreign-Currency Liabilities divided by Equity of not greater than 50%

	<p>The ratio shall be calculated separately for each separate Foreign Currency held by the Company and then aggregated in the manner provided as under</p> <p><i>-Absolute Value of (Foreign Currency Asset 1- Foreign Currency Liability 1+ off balance sheet hedges in Foreign Currency 1) plus</i> <i>-Absolute Value of (Foreign Currency Asset 2- Foreign Currency Liability 2+ off balance sheet hedges in Foreign Currency 2) plus</i> <i>-Absolute Value of (Foreign Currency Asset 3- Foreign Currency Liability 3+ off balance sheet hedges in Foreign Currency 3) etc.</i> <i>for each Foreign Currency divided by Equity</i></p> <p>All the above covenants shall be tested on quarterly basis on June 30, September 30, December 31, March 31</p>
Affirmative Covenants	<ul style="list-style-type: none"> i) To utilise the proceeds of this issue in accordance with applicable laws and regulations and as mentioned in Transaction Documents; ii) To comply with Companies Act, 2013, SEBI Guidelines, corporate governance, fair practices code prescribed by the RBI; iii) Notification of any potential Event of Default or Event of Default; iv) Obtain, comply with and maintain all applicable licenses / authorizations; v) Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be agreed in the Transaction Documents); vi) 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; vii) Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them; viii) Comply with any monitoring and/or servicing requests from Debenture Trustee; <p>Comply with and perform such other conditions as mentioned in detail the Transaction Documents</p>
Negative Covenants	<p>The Issuer shall not without the prior written consent of the Debenture Trustee, do or undertake to do any of the following. Provided that if the Debenture Trustee does not provide the consent/rejection within 15 days, the Issuer may proceed with such activity / action (other than v, viii, ix).</p> <ul style="list-style-type: none"> i) Change of business ii) The Issuer 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; iii) Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, except in case of increase of authorised share capital of the Issuer; iv) Sell, assign, transfer, or otherwise dispose of in any manner whatsoever any material Assets, business or division of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitisation/portfolio sale of assets undertaken by the Company in its ordinary course of business v) 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; vi) Enter into related party transaction (other than in arms' length price and in ordinary course of business)

	<p>vii) 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;</p> <p>viii) Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business;</p> <p>ix) To pay dividend, if a payment default has occurred and is subsisting;</p> <p>x) To undertake any new major new business outside financial services or any diversification of its business outside financial services; and</p> <p>Such other covenants as mentioned in the Transaction Documents</p>
Representations & Warranties	<p>The Issuer represents and warrants that:</p> <ol style="list-style-type: none"> i) The Company duly incorporated and is registered with the RBI as an NBFC ii) No Event of Default has occurred and is continuing on the date of this transaction iii) The Debentures under this Issuance shall rank pari passu amongst themselves and with all other secured, senior creditors/ investors/ lenders. iv) Issuance of this Debenture shall not be in conflict with any other obligations on or the constitutional documents of the Issuer. v) No Material Adverse Change in business, condition or operations of the Issuer vi) Company has the power and authority to issue Debentures and can enter in to Transactions Documents; vii) There as of the date of execution here of no pending or threatened litigation, investigation or proceedings that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the Debentures; and viii) Issuance of the Debenture are not illegal or in violation of applicable laws; and <p>Other conditions as set out in greater detail in the Transaction Documents.</p>
Indemnification	<p>The Issuer will indemnify, and hold harmless the Debenture Holders from and against any claim, liability, demand, loss, damage, judgment, or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer or its Promoter/s.</p>
Confidentiality	<p>The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, it shall, at a reasonable time after making any such disclosure or filing, informing the other Parties.</p>
Governing Law & Jurisdiction	<p>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 New Delhi, India.</p>
Transaction Costs	<p>The Issuer shall bear all transaction related costs incurred by the Debenture Holders with respect to legal counsel, valuers and auditors / consultants. Such costs include:</p> <ol style="list-style-type: none"> 1. Trustee fees 2. Listing fees 3. Rating fees 4. Any other reasonable transaction related expense incurred by the Debenture Holders 5. Stamping and registration in relation to all Transaction Documents.

Taxes, Duties, Costs and Expenses	<ol style="list-style-type: none"> 1. Relevant taxes, duties and levies are to be borne by the Issuer. 2. The charges / fees and any amounts payable under this Debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Issuer additionally.
Eligible investors	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures • Individuals • Hindu Undivided Family • Trust • Limited Liability Partnerships • Partnership Firm(s) • Portfolio Managers registered with SEBI • Association of Persons • Companies and Bodies Corporate including Public Sector Undertakings. • Commercial Banks • Regional Rural Banks • Financial Institutions • Insurance Companies • Mutual Funds • FPIs /FII, /sub-accounts of FIIs • Any other investor eligible to invest in these Debentures</p>

Accepted and agreed

For Samunnati Financial Intermediation & Services Private Limited

For the Issuer


Authorized Signatory

(Authorized signatory)

DISCLAIMER:

This term sheet only summarizes the principal terms with respect to a potential investment by the Investor in rated, redeemable, debentures proposed to be issued by the Issuer.

This term sheet is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation. No legally binding obligations will be created, implied or inferred until the Transaction Documents are executed and delivered. Without limiting the generality of the foregoing, it is the intent of the parties that until the execution of Transaction Documents, no agreement shall exist among them and there shall be no obligations whatsoever based on such things as parol evidence, extended negotiations, "handshakes," oral understandings, or course of conduct.

** The Issuer reserves its sole and absolute right to modify (pre-poner/ postpone) the above issue schedule without giving any reason(s) whatsoever 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 the Issue Closing Date/ Pay in Dates is/are changed (advanced/ postponed), the Deemed Date of Allotment may also be changed (advanced/ postponed) by the Issuer at its sole and absolute discretion. Consequent to change in Deemed Date of Allotment, the Dividend Payment Date(s) and/or Redemption Date may also be changed at the sole and absolute discretion of the Issuer.*