Term Sheet	
Security Name	**12.05% Akara June 2029**
Issuer	Akara Capital Advisors Private Limited ("Issuer" or "Company")
Promoter & Promoter Group	Morus Technologies Pte Ltd
Eligible Investor(s)	As mentioned below
Details of Eligible Investors	The following class of Investors are eligible to participate in the offer (being "Eligible Investors"): (A) Qualified Institutional Buyers (QIBs) as defined under Regulation 2 (ss) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 dated September 11, 2018, "Qualified Institutional Buyers" means i. A mutual fund, venture capital fund, Alternative Investment Fund and Foreign Venture Capital Investor registered with SEBI. ii. Foreign portfolio investor other than individuals, corporate bodies and family offices; iii. a Public Financial Institution; iv. a Scheduled Commercial Bank; v. a multilateral and bi-lateral development financial institution; vi. a State Industrial Development Corporation; vii. An insurance Bank registered with Insurance Regulatory and Development viii. Authority of India; ix. A Provident Fund with minimum corpus of Rs.25 Crore Rupees x. A Pension Fund with minimum corpus of Rs.25 Crores xi. 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; xii. An insurance fund set up and managed by Army, Navy / Air force of the Union of India; xii. Insurance funds set up and managed by the Department of Posts, India; and xiii. Systemically, important Non- Banking Financial Companies (B) Any Non-QIB person/ entity that is eligible to invest in NCDs / debentures as per the concerned guidelines and regulations and permitted under Applicable Laws

	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
Type of Instrument	Rated, Listed, Senior, Secured, Redeemable, Taxable, Transferable, Non- Convertible Debentures (**"NCDs" or "Debentures"**)
Nature of Instrument	Secured on the Deemed Date of Allotment
Seniority	Senior
Price Per Debenture (Face Value)	INR 10,000 (Indian Rupees Ten Thousand) Per Debenture
Price Per Debenture (Fresh issue)	INR 9500 (Indian Rupees Nine Thousand Five Hundred) Per Debenture
Mode of Issue	Private Placement in Demat form only
Listing	The debentures are proposed to be listed on BSE within 3 trading days of the issue closing date. 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 rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing) • Be permitted to utilize the issue proceeds of its subsequent two privately placed issuances of securities only after receiving the final approval from the Stock Exchanges
Listing Requirements	**Time for Listing:** ▪ The NCDs are proposed to be listed on BSE within the time period prescribed by (SEBI) Securities and Exchange Board of India under the (Issue and Listing of Non-Convertible Securities) Regulations, 2021 ("SEBI ILNCS Regulations") read with SEBI ILNCS Operational Circular ▪ **Conditions** The Issuer shall ensure that the NCDs are in compliance with the SEBI ILNCS Regulations and the SEBI ILNCS Operational Circular
Debenture Trustee	Beacon Trusteeship Limited
Depository	NSDL/CSDL
Registrar and transfer agent	Bigshare Services Private Limited
Stock Exchange(s)	Bombay Stock Exchange "BSE"
Rating Agency(s)	India Ratings & Research Pvt. Ltd.

THIRD PARTY OBLIGORS	
Credit Enhancer(s), if any	N.A.
Other obligator(s), if any	None
Security requirements	Debentures shall be secured by a first and exclusive charge basis on the identified receivables, 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.
Number of Debentures & Amount	50,000 (Fifty Thousand) Secured, Listed, Rated, Taxable, Transferable Redeemable, Non-Convertible Debentures having a Face Value of INR 10,000 (Indian Rupees Ten Thousand Only) each, issued aggregating to Primary issuance of INR 25,00,00,000 (Indian Rupees Twenty-Five Crores Only- 25,000 debentures) and Green Shoe option of INR 25,00,00,000 (Indian Rupees Twenty- Five Crores Only- 25000 debentures) with face value of INR 10,000
Details about Underwriting	Not Applicable
Specific declaration requested by NSE: non-equity regulatory capital	No Debentures shall form part of non-equity Tier-II / regulatory capital mentioned under Chapter V of the NCS Listing Regulations and the Issuer hereby confirms that Chapter V of the NCS Listing Regulations is not applicable to the present Issue. The face value of each Debenture issued on private placement basis shall be INR 10,000 (Indian Rupees Ten Thousand)

<table>
<tr><td>Credit Rating(s)</td><td>The Debentures proposed to be issued by the Issuer have been rated by:
• India Ratings & Research Pvt. Ltd. ("Rating Agency").
The Rating Agency has vide its rating rationale dated "12th March 2026" has assigned a rating of IND BBB/ Stable" (pronounced as IND BBB" with 'Stable' outlook in respect of the Debentures.

"The above ratings are not a recommendation to buy, sell or hold securities and investors should take their own decision. The ratings may be subject to revision or withdrawal at any time by the rating agency and should be evaluated independently of any other
ratings"

Rating can be done only through ICRA, CARE, CRISIL and India Ratings. Other Ratings cannot be accepted.</td></tr>
<tr><td>Minimum Subscription and in multiples of thereafter</td><td>INR 1,00,00,000/- (Rupees One Crore Only) and in multiples of INR 10,000/- (Rupees Ten Thousand Only) thereafter</td></tr>
<tr><td>Business Day</td><td>Means any day, other than a public holiday under Section 25 of the Negotiable Instruments Act, 1881 or a Sunday, on which money markets are functioning in Mumbai;</td></tr>
<tr><td>Business Day Convention</td><td>i. If the date of payment of any interest and redemption in respect of the Debentures falls on a day that is not a Business Day, such payment of interest shall be made on immediately succeeding 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
iii. 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.</td></tr>
<tr><td>Day Count Basis</td><td>Actual</td></tr>
<tr><td>ISSUE DETAILS</td><td></td></tr>
<tr><td>Mode of Issue</td><td>Private Placement</td></tr>
<tr><td>Form of issue</td><td>Debentures will be issued in dematerialized form.</td></tr>
<tr><td>Issue size, Coupon &Tenor</td><td><table>
<tr><td>Principal</td><td>Issue Size- INR 50,00,00,000
Base Issue- INR 25,00,00,000
Green Shoe- INR 25,00,00,00</td></tr>
<tr><td>Coupon</td><td>12.05%</td></tr>
<tr><td>Tenor</td><td>36 Months</td></tr>
<tr><td>Original Allotment Date</td><td>05th June 2026</td></tr>
<tr><td>Repayment</td><td>50% Repayment at the end of 34th Month and 36th Month from the Original Allotment</td></tr>
</table></td></tr>
</table>

	Interest Frequency	Monthly
	Face value	INR 10,000 (Indian Rupees Ten Thousand)
	Issue price	INR 9500 (Indian Rupees Nine Thousand Five Hundred)

<table>
<tr><td>Issue Schedule</td><td>
<table>
<tr><td>Issue Timings</td><td></td></tr>
<tr><td>Issue Opening Date</td><td>04 June 2026</td></tr>
<tr><td>Issue Closing Date</td><td>04 June 2026</td></tr>
<tr><td>Date of earliest closing of the issue, if any.</td><td>N.A.</td></tr>
<tr><td>Issue Pay in Date</td><td>05 June 2026</td></tr>
<tr><td>"Deemed Date of Allotment"</td><td>05 June 2026</td></tr>
<tr><td>Settlement Mode of the Instrument</td><td>All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders inform the Issuer in writing and which details are available with the Registrar.</td></tr>
<tr><td>Issuance Mode of the Instrument</td><td>On a Private Placement basis on a dematerialized form</td></tr>
<tr><td>Trading Mode of the Instrument</td><td>Dematerialized form</td></tr>
<tr><td>Depository</td><td>NSDL/CSDL</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 the following purposes:</td></tr>
</table>

	• Onward lending purpose
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group Issuer' then disclosures shall be made in the following format:	Not Applicable
Utilization of issue proceeds	The issuer shall utilize 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. Equity and equity linked instruments; 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 circularno. DOR.CRE.REC.No.07/21.04.172/2022-23 dated April 1, 2022 on "Bank Finance to Non-Banking Financial Companies (NBFCs)");or v. in contravention of any applicable law.
Interest on Application Money	At the Coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque(s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
COUPON & XIRR	
Coupon Type	Fixed
Coupon Rate	12.05 % p.a.
Coupon Payment Dates	As set out in the Annexure below
Coupon Payment Frequency	Monthly and on Redemption Date

<table>
<tr><td>Coupon Reset Process</td><td>Not applicable, given it's a fixed rate instrument</td></tr>
<tr><td>Default Interest Rate</td><td>2% per annum over and above the Coupon Rate</td></tr>
<tr><td>REDEMPTION</td><td></td></tr>
<tr><td>Redemption Amount</td><td>The Debentures will be redeemed at par</td></tr>
<tr><td>Principal Repayment</td><td><table><tr><th>Date</th></tr><tr><td>50% at the end of 34th Month from the Original Allotment Date</td></tr><tr><td>50% at the end of 36th Month from the Original Allotment Date</td></tr></table></td></tr>
<tr><td>Redemption Date</td><td><table><tr><th></th></tr><tr><th>Date</th></tr><tr><td>34 months from Deemed Date of Original Allotment</td></tr><tr><td>36 months from Deemed Date of Original Allotment</td></tr></table></td></tr>
<tr><td>Scheduled Redemption</td><td>Debentures shall be redeemed in accordance with Schedule 1 (Redemption Schedule) hereto and shall be fully redeemed by the Final Redemption Date.</td></tr>
<tr><td>Early Redemption</td><td>The Issuer will have the option to prepay the debentures, as per prescribed SEBI regulations, by providing 30 days prior notice to the Debenture Trustee and paying an early redemption premium of 2% over and above the outstanding principal amount and accrued interest, if any.</td></tr>
<tr><td>Early Redemption Date</td><td>Date on which the debentures are redeemed prior to the Final Redemption Date.</td></tr>
</table>

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.

Put Option	The Investor shall have the right, but not the obligation, to exercise the Put Option and require the Issuer to redeem the debentures at par value on the Put Option Date, provided that the long-term credit rating of the Issuer, as assigned by either CARE Ratings Ltd, CRISIL Limited, ICRA Limited or India Ratings & Research Private Limited, as on the Put Notification Date, is below "A-" (A minus). For the avoidance of doubt, if the credit rating of the Issuer as on the Put Notification Date is "A-" or above, the Put Option shall not be exercisable by the Investor. The Investor shall notify the Issuer of its intention to exercise the Put Option no later than 21 (twenty-one) days prior to the Put Option Date. The Put Option Date shall fall on the date that is be at the end of two (2) years from the deemed date of allotment of debentures.
Most Favoured Nation Clause	If, during the tenor of this issuance, the Issuer offers a put option to any other investor under a subsequent issuance of securities that is on the same structure and on materially the same terms and conditions as this issuance, and such put option is offered on more favourable rating-related terms—including, but not limited to, a put option without any rating condition or subject to a higher rating threshold (i.e., better than "A-")—then such improved rating condition shall automatically apply to the Put Option under this issuance.
Put Option Date	At the end of two years from the deemed date of Original Allotment
Put Option Price	At PAR
Call Option Date	Not applicable
Call Option Price	Not applicable
Put Notification Date	21 days prior to Put option date which is at the end of two years from the original deemed date of allotment
Call Notification Date	Not applicable
SECURITY DETAILS	

Hypothecation	The amounts outstanding under the Debentures shall be secured on 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 identified loan receivables of the Issuer that fulfil the eligibility criteria set out here below under the heading 'Eligibility Criteria' ("Hypothecated Assets") with the prescribed Security Cover (as defined below) on or prior to the Deemed Date of Allotment. Company shall file CHG-9 within 30 days from execution of the DOH. Eligibility Criteria • Each loan must be originated by the Company and must existing at the time of Hypothecation • 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. • Loans are current and not in overdue at the time of hypothecation and have not been terminated or prepaid. Post creation of pool of current loans, the DPD 30 loans are being replaced, they need to be replaced with current loans.

	• Loans must have been given to individual borrowers as personal loans. • No loans should be restructured or rescheduled. The security cover shall be confirmed by the Issuer on a monthly basis.
Security Cover	The debentures shall be secured by way of a first ranking, exclusive and continuing charge on identified receivables ('Hypothecated Receivables') created pursuant to a Deed of Hypothecation executed between the Issuer and Debenture Trustee. The issuer undertakes: o To maintain the value of security, which will be Micro finance Loans, at all times equal to 1.10 times or 110% of aggregate amount of principal outstanding of NCD's where the cover is from principal of the receivables. o To create, register and perfect exclusive security over Hypothecated receivables within 30 days from the date of investment o To provide a list on a monthly basis of identified book debts to Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favor of Debenture Trustee o To add fresh loan assets to security cover from time to time to ensure that the value of hypothecated assets is equal to 110% of aggregate amount of principal outstanding o To replace any ineligible receivables (beyond 30 DPD) with fresh receivables. Such change of receivables shall be effected within 15 business days of the receivables becoming ineligible **Eligibility Criteria:** • The receivables should not have been restructured or rescheduled and all KYC norms to have been completed
Pledge	N.A.
Mortgage	N.A.

COVENANTS AND UNDERTAKINGS	
Conditions Precedent to Disbursement	1. Certified true copy of the constitutional documents and authorizations of the Issuer- Resolution of the shareholders of the Company under 180(1)(c) of the Act, Resolution of the shareholders of the Company under Section 42 of the Act 2. Certified true copy Board/ Committee resolution approving the issue 3. Execution of Term Sheet 4. Credit Rating Letter(s) along with Rating Rationale 5. Debenture Trustee Consent Letter 6. RTA Consent letter 7. Execution of PAS 4 8. Execution of Debenture Trustee Agreement (DTA) and Debenture Trust Deed (DTD) 9. Circulation of Private Placement Offer Letter in PAS 3 and Placement Memorandum along with the necessary annexure 10. Due Diligence Certificate in 'Annexure A' as issued by the Debenture Trustee 11. In-principle listing approval from the exchange 12. Security Creation in accordance with the Operational guidelines for 'Security and Covenant Monitoring' using Distributed Ledger Technology (DLT) dated March 29, 2022, and ancillary Circulars issued by SEBI thereof 13. Execution of Deed of Hypothecation
Conditions Subsequent to Disbursement	1. The Issuer 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 5 along with the list of allottees and Form PAS 3 along with requisite fee within prescribed timelines 2. The Issuer shall ensure credit of demat account(s) of the allottee(s) with the number of NCDs allotted within T+3 as may be the settlement mechanism. 3. Due Diligence Certificate in 'Annexure B' as issued by the Debenture Trustee. 4. Listing of Debentures in accordance with applicable listing timeline. The Issuer shall ensure compliance with SEBI / Companies Act 2013 (as applicable) for issuance and listing of NCDs.

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<td>Related Party Transactions</td>
<td>Without prior written intimation to the debenture trustee, the Issuer shall not enter into or perform any transaction(s) with a related party other than in the ordinary course of business.

Without affecting the above clause, the Issuer shall not, save and except in case of ordinary course of business, without the prior written consent of the Debenture Trustee (i) enter into any transaction(s) (other than as mentioned in above clause) whereby the overall outstanding amount owed to the Issuer under the said transaction(s) exceeds 10% (Ten percent) of its net worth, (ii) whereby the overall expense incurred through such transaction(s) other than as mentioned in above clause) during any financial year exceeds 10% (Ten percent) of its net profit, or (iii) provide any guarantee for any indebtedness of a related party. The Debenture Trustee shall be granted access to any additional information that it deems necessary to monitor and evaluate this covenant. For the purposes of this clause, the terms 'net worth' and 'related party' shall respectively have the meaning ascribed to them in sections 2 (57) and 2 (76) of the Companies Act, 2013 (and the Rules framed thereunder).

The Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 50% (fifty percent) of the outstanding principal amounts of the Debentures provide their consent, within a period of 7 business days from the date of receipt of such request/notification from the Debenture Trustee.</td>
</tr>
<tr>
<td>Holding & Management Covenants</td>
<td>Each of the persons mentioned below (Collectively Promoter & Promoter Group)
Shall not transfer or encumber the shares of the issuers held by them below the level as set out in the following table
Any further encumbrance below the level set out the Covenant shall require prior written consent of the Debenture Trustee

<table>
<tr><th>Category</th><th>Shareholding Type</th><th>Shareholding to be maintained throughout the tenor of the NCD</th></tr>
<tr><td>Promoter & Promoter Group</td><td>Basic</td><td>75%</td></tr>
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Financial & Additional Covenants	a) **Total Debt/Tangible Net worth** ratio to be within 4X b) **Capital Adequacy Ratio (CAR)** of at least 20% (Twenty Percent) or as per applicable RBI regulation, whichever is higher. Of the above CAR, Tier-I to remain at minimum of 16% (Sixteen Percent). c) **Gross NPA** not to exceed 5.00% of Gross Loan Portfolio d) **Net NPA** not to exceed 4.00% of Gross Loan Portfolio e) **Earnings:** After-tax Net Income (excluding extraordinary income) to remain positive. The said covenant to be tested on quarterly and annual basis. f) Tangible Net Worth of the Company shall be minimum INR 400 Cr g) The company to be PAT positive on standalone level h) There shall not be any negative mismatches on cumulative basis in any of the buckets till the next one year of ALM statement The asset will include all the unencumbered Cash and Cash equivalent maturing across all the buckets of the ALM as part of the opening asset balance. Unutilized bank lines, undisbursed committed sanctions of the company and cash credit limits shall not be taken into account while testing the same i) Issuer shall not prepay any loans or redeem NCDs; voluntarily or mandatorily before its stated maturity (subject to pre-agreed call options and put options) such that it leads to a negative mismatch on cumulative basis in any of the buckets of ALM statement up to the residual tenor of the Debenture after incorporating all the liabilities of the Issuer including Put Options/interest reset on liabilities. Unutilized bank lines shall not be taken into account while testing the same. j) Any other additional covenant as may be mutually agreed and shall form a part of the transaction documents. "CAR" refers to Capital Adequacy Ratio, for the purpose of calculation of CAR: k) First loss credit enhancements provided by the issuer on securitization shall be reduced from Tier I capital and Tier II capital [without any ceiling] l) Credit Enhancements provided by the issuer on loans originated in behalf of the other institutions shall be reduced from Tier I and Tier II capital without any ceiling The deduction shall be at 50% from Tier I capital and 50% from Tier II capital m) It is also clarified that in computing the amount of subordinated debt shall be subject to discounting ass prescribed by the RBI "Net NPA" means Gross Non- Performing Assets - Total Provision held "Tier I Capital" shall have the meaning given to it in the NBFC Master Directions

	Tier II Capital" shall have the meaning given to it in the NBFC Master Directions "Total Debt" is the sum of all the liabilities of the issuer which includes short-term borrowing and long-term borrowing "Tangible Net Worth" means, with respect to any person, the amount paid up on such person's issued equity share capital compulsorily convertible instruments and any amount standing up to the credit of its reserves, less equity and equity like investments, goodwill, deferred tax assets, and other intangible assets. 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 March 31st, 2025 till the redemption of debentures
	Additional Covenants 1. Issuer shall file Form CHG 9 (for security creation) within 30 days of execution of Deed of Hypothecation 2. Issuer shall furnish certificate from a practicing CA within 45 days of disbursement, confirming that amount disbursed has been utilized by the issuer solely for the purpose as mentioned herein 3. Issuer shall submit financial covenant compliance certificate signed by the authorized signatory/CFO within 45 days from end of each quarter 4. Issuer shall submit statement of loan receivables hypothecated to the Debenture Trustee signed by the Authorized Signatory every month and an independent CA at the end of every quarter, within 30 days of the succeeding month, with the confirmation that all of the loan receivables hypothecated to the Debenture Trustee are meeting security cover criteria. 5. Debenture Trustee shall have the right to conduct stock audit, sales audit and any other monitoring and audit visits at any time till Final Settlement Date with an advance notice of 7 days to the issuer 6. Mr. Tushar Aggarwal to continue to remain on the board of the issuer and shall hold executive position 7. Any exercising of Put option wherever applicable by any debt holder shall be intimated within 7 days of such action to the Debenture Trustee and Debenture Trustee shall have the similar rights on the aforesaid debt 8. Except for any External Commercial Borrowings provided by the Promoters of the Issuer, any secured credit / loan from the Promoter shall rank subordinated/ subservient to this debt. 9. If the issuer avails any other credit facility guaranteed by Mr. Tushar Aggarwal/ Ms Shruti Aggarwal before the final repayment date, then the Issuer shall cause such Mr. Tushar Aggarwal/ Ms Shruti Aggarwal to provide guarantee to the extent of outstanding obligations of

Accelerated/Mandatory Redemption	Subject to Applicable Law, on the occurrence of the following events, the Issuer shall redeem the outstanding Debentures 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: Rating of the instrument/Issuer rating downgraded to BBB- or below.
Creation of Recovery Expense Fund	As per the applicable SEBI norms
Affirmative Undertakings	1. To comply with corporate governance, fair practices code prescribed by the RBI 2. Notification of any potential Event of Default or Event of Default; 3. Obtain, comply with and maintain all licenses / authorizations 4. Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be finalized during documentation) against the issuer which may impact the ordinary course of business of the Company. 5. 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. 6. Permit with reasonable notice to the Company, visits and inspection of books of records, documents and accounts to Debenture Trustee on an annual basis. 7. Comply with monitoring requests/calls from Debenture Trustee on a quarterly basis
Negative Undertakings	The Company shall not without the prior written permission of the Debenture Trustee, do or undertake to do any of the actions as mentioned below. 1. M&A, acquisition, restructuring, amalgamation over and above 10% of the Net worth of the Company in a financial year 2. Other than as set out in 1 above, 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. 3. 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. 4. The Company will not permit a Change of Control (as defined below) from that subsisting as of the Deemed Date of Allotment. 5. The Company shall not undertake to guarantee the liabilities of any individual or entity save and except in case of ordinary course of business

	6. 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 effect an increase in authorised share capital and any changes to the articles of association to reflect the terms of any equity infusion or strategic sale. 7. Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business 8. No declaration or payment of dividend, if an Event of Default has occurred and is subsisting 9. Not undertake any new major new business outside financial services or any diversification of its business outside financial services. 10. No declaration or payment of dividend, if an Event of Default has occurred and is subsisting 11. Not undertake any new major new business outside financial services or any diversification of its business outside financial services. The Debenture Trustee may approve any application for consent in respect of the below matters, if Debenture Holders' representing more than 50% (fifty percent) of the outstanding principal amounts of the Debentures provide their consent, within a period of 7 (seven) business days from the date of receipt of such request/notification from the Debenture Trustee, else the application for consent will be deemed as approved. The Debenture Trustee may approve any application for consent in respect of the above matters, if Debenture Holders' representing more than 25% (twenty five percent) of the outstanding principal amounts of the Debentures do not vote against granting consent in respect of any such application for consent, within a period of 7 days from the date of receipt of such request/notification from the Debenture Trustee. Provided that any consent asked by the Issuer for any of the above- mentioned activities shall be given by the Lender within a period of 7 days post which the Lenders shall have to be deemed to have given its consent
Control	Means, in respect of any entity: (a) the right to appoint a majority of the directors of the board of directors of such entity; and (b) the right to control the management or policy decisions acting individually or in concert, directly or indirectly, including by virtue of shareholding or management rights or shareholders agreements or voting agreements. 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.

Events of Default	Customary for financings of this nature, including but not limited to: i) Any default on part of the Issuer to make payment of any amount that has become due and payable under the Transaction Documents. Any default arising solely on account of technical payment failures, shall entitle the Issuer to a cure period of two (2) business days from the date of such default to resolve and remedy the same. ii) 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. iii) Failure to comply with the "Security Cover" requirement as defined in Transaction Structure iv) Material Adverse Effect v) Cross default of the Issuer (including where the Company has made a payment default in relation to any of its financial indebtedness). vi) Misrepresentation by the Issuer vii) Unlawfulness viii) Repudiation of the Transaction Documentation ix) Any of the Transaction Documentation ceases to be in full force and effect or is terminated prior to maturity x) Failure by the Issuer to meet standards with respect to management, governance, and data integrity, as may be required by the Debenture Trustee/Investor as per RBI regulations. xi) If one or more legal or governmental proceedings have been initiated and admitted by the competent court of law against the Company or any claims are made against the Company, which in the opinion of the Debenture Trustee (acting on the instructions of the Majority Debenture Holders), may impair the Company's ability to perform its obligations undertaken in terms of the Transaction Documents or which has a Material Adverse Effect xii) any breach of the negative undertakings prescribed under section titled "Negative Undertakings" subject to a cure period of 60 calendar days; xiii) any breach of the financial covenants prescribed under section titled "Financial Covenants" subject to a cure period of 60 calendar days; xiv) any breach of the reporting covenants prescribed under section titled "Reporting Undertakings" subject to a cure period of 60 calendar days; and/or xv) any breach of the other covenants prescribed under section titled "Other Covenants", xvi) Any expropriation, attachment, sequestration, distress or execution affects any assets of the Company which has a Material Adverse Effect on their ability to comply with its payment obligations under the Transaction Documents xvii) Insolvency or any insolvency related process xviii) Revocation of operating licenses or other authorizations of the Company xix) Failure to certify/confirm the non-occurrence of any Event of Default in the manner prescribed in the Transaction Documents

	xx) Failure by the Issuer to disburse new loans or from appointing third party or in house collection teams, in case of any adverse regulatory action. xx) Failure to perform any obligations in relation to this transaction (other than those set out under (i) to (xviii) above) subject to a cure period of 60 days. The certification for financial covenants will be as per the frequency defined under the section "Financial Covenants". Failure to do any of the above will be an Event of Default.
Provisions in relation to Cross Default	As set out in this Term Sheet above in the row titled Events of Default.

Consequence of Events of Default	Upon occurrence of any Event of Default, the Debenture Trustee shall, acting upon the request of the Majority Debenture Holders, be entitled to initiate one or more of the following courses of actions: 1. Require the Company to mandatorily redeem the Debentures and repay the outstanding principal amount on the Debentures, along with accrued but unpaid 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. 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. 5. The Debenture Trustee shall be entitled to appoint a nominee director on the board of the Company as per the applicable regulations. 6. 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; The Debenture Trustee may exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under applicable law;

Information & Reporting Undertakings	a) Quarterly Reports - within 45 (Forty-Five) calendar days from the end of each financial quarter a. Financials and other operational metrics as per the requirement and format agreed with the Trustee from time to time b. Financial covenant compliance certificate signed by a director or the Chief Financial Officer or authorized signatory b) Details of Quarterly ALM (asset liability mismatch) of the Issuer c) Half Yearly Reports - At the end of each Half Year along with the half yearly financial results, certificate from the independent chartered accountant/authorised signatory of the Issuer giving the value of receivables/book debts including compliance with the covenants of the Disclosure Document. d) Annual Reports - within 180 (One Hundred and Eighty) calendar days from the end of each financial year a. Audited Financial Statements within 60 (sixty) calendar days after the end of each Financial Year. b. Unaudited Financial Statements for the quarter of each financial year with LRR within 45 (forty-five) calendar days after the end of each Quarter. e) Event Based Reports - within 10 (Ten) Business Days of the event occurring a. Change in Shareholding structure b. Change in the constitutional documents of the Company c. Material Adverse Effect d. Any dispute, litigation, investigation or other proceeding against the issuer which could result in a Material Adverse Effect e. Winding up proceedings f. Any Event of Default or Potential Default, and any steps taken/ proposed to remedy the same. g. Any prepayment or notice of any prepayment of any Indebtedness of the Issuer. f) Shall provide details of a) operational information, b) portfolio cuts, c) monthly disbursements d) monthly dpd statement, e) changes in Board & management and f) changes in shareholding pattern g) static pool analysis and vintage curve data h) Structural liquidity data on a quarterly basis in the format as specified by the Debenture Trustee g) Shall provide details of transactions with related parties and balances outstanding on a quarterly basis in the format as specified by the Debenture Trustee. h) Information regarding occurrence of any event likely to have material adverse effect to be provided immediately, and in no case later than 7 (Seven) days of occurrence. i) Promptly, and in no event later than 24 (Twenty-Four) Hours inform of the occurrence of the following: Filing of application/petition with respect to the Issuer (voluntary or otherwise) before the National Company Law Tribunal, or any other forum seeking the commencement of an insolvency

	resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016, as amended from time to time □ Receipt of Demand Notice under the relevant provisions of Insolvency and Bankruptcy Code, 2016, as amended from time to time, from any of their other Creditors (as defined under Insolvency and Bankruptcy Code, 2016 as amended from time to time).

Material Adverse Effect	Means the effect or consequence of an event, 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 or any guarantor(s) to perform its respective obligations under the Transaction Documents; (d) the ability of the Company or any guarantor(s) 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.
Transaction Documents	1. Term Sheet 2. General Information Document or Key Information Document 3. Private Placement Offer Letter in form PAS 4 4. Debenture Trustee Agreement 5. Debenture Trust Deed 6. Deed of Hypothecation 7. Guarantee Agreement, if any 8. Company Undertaking, if any 9. Resolutions Resolutions means collectively, a. Special resolution of the shareholders of the Company under Section 180(1)(a) of the Companies Act, 2013; if applicable b. Special resolution of the shareholders of the Company under Section 180(1)(c) of the Companies Act, 2013; if applicable c. Board resolution of the board of directors of the Company under Section 42 and other applicable provisions of the Companies Act, 2013 and Rules thereunder;

	d. Special resolution of the shareholders of the Company under the applicable provisions of the Companies Act, 2013 and Rule 14(2) and other applicable provisions of Companies (Prospectus and Allotment of Securities) Rules, 2014. e. Board/ Committee resolution approving the issuance.
Majority Debenture Holders	means such number of Debenture Holders collectively holding more than 50% (fifty percent) of the value of the outstanding principal amounts of the Debentures.
Role and Responsibilities of Debenture Trustee	In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in the Debenture Trust Deed/ this Key Information Document or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows: i. the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise; ii. the Debenture Trustee shall be the attorney of the Company and shall have the right to execute, sign and do any deeds, documents, assurances, acts and things in the name and on behalf of the Company, which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Debenture Trustee; iii. the Debenture Trustee is not permitted to release / exclude any part of the Hypothecated Assets temporarily or permanently from the security created / to be created for the Debentures except in accordance with a Majority Resolution; iv. subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof and in the absence of any fraud, gross negligence, willful misconduct or breach of trust shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holders under any provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; v. with a view to facilitating any dealing under any provisions of these presents the Debenture Trustee shall have full power to consent (where such consent is

	required) to a specified transaction or class of transactions conditionally; vi. the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures; vii. without prejudice to the rights to indemnity by Law given to the Debenture Trustee, the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted and the Debenture Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Debenture Trustee as herein provided or otherwise howsoever arising out of or in connection with these presents or the issue of the Debentures; viii. the Debenture Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) in the absence of any fraud, gross negligence, willful misconduct or breach of trust, shall be conclusive and binding upon all persons interested hereunder; ix. subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall not be liable for anything whatsoever except any fraud, gross negligence, willful misconduct or breach of trust by the Debenture Trustee; x. subject to the approval of the Debenture Holders by way of Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee, except for any fraud, gross negligence, willful misconduct or breach of trust, shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts herein expressed or contained or any of them or in enforcing the covenants herein contained or any of them or in giving notice to any person or persons of the execution hereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid given in writing by the Majority Debenture Holder(s) or by a Majority Resolution duly passed at a meeting of the Debenture Holders and the Debenture Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Debenture Trustee made for providing the same by or on behalf of the Debenture Holders or some of them in order to provide for any costs, charges and expenses which the Debenture Trustee may incur or may have to pay in connection with the same and the Debenture Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request; xi. notwithstanding any contained to the contrary in the Debenture Trust Deed/ this Key Information Document, the Debenture Trustee shall before taking any action on behalf of the Debenture Holders or providing any consent on behalf of the Debenture Holders, obtain the written consent of the Majority Debenture

	Holders; xii. the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to the Debenture Trust Deed/ this Key Information Document within 2 (two) Business Days of receiving the same from the Company; and xiii. The Debenture Trustee shall take all reasonable steps to realise the monies due to the Trust. xiv. The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of Issuer and any other related party with respect to issue etc. PROVIDED THAT nothing contained in this Clause shall exempt the Debenture Trustee or any receiver, attorney, manager, agent or other person appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.
Confidentiality	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.
Indemnity	The Company shall indemnify the Debenture Holders from time to time, against any and all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature incurred by the Debenture Holders as a result of one or more of the following: (a) occurrence of any Event of Default; (b) any demand for any stamp duty, registration fee or any other duty, fee, costs, or imports received from any Governmental Authority in relation to the transactions contemplated under the Transaction Documents (including without limitation, any demand from stamp duty arising because any Transaction Document has been taken or has been received (whether by way of facsimile, photocopy or electronic record) in any state other than the state in which it has been executed; and (c) a failure by the Company to pay any amount due under any Transaction Document on its due date.
Other Costs & Conditions	The Issuer shall bear the costs and expenses incurred in connection with the transactions contemplated hereby including stamp duty and registration fee, taxes, duties (if applicable) on the Transaction Documents (and the Debentures), appointment of the Debenture

	trustee, legal advisors' expenses and expenses incurred in the preparation for the Transaction Documents.
Governing Law and Jurisdiction	Indian Law with jurisdiction of the courts and tribunals of Delhi or any neutral venue to be mutually decided by the parties.
Risk Factors	As shall be set out in the offer document
Force Majeure	"Force majeure" refers to unforeseeable and unavoidable events beyond the control of the parties involved, such as natural disasters (fire flood, earthquake, etc), war (strike, lock out, civil unrest, etc), government actions, or epidemic, pandemic, terror attacks, etc that prevent one or both parties from fulfilling contractual obligations In the event of a force majeure occurrence, all financial and other covenants stipulated in this Term Sheet shall be rendered temporarily ineffective from the date the force majeure event commences until such time as the event subsides and normal conditions resume. During this period, the Borrower shall not be deemed in breach of any obligations, nor liable for any failure or delay in performing any terms of the Term Sheet caused by the force majeure event. The Borrower shall promptly notify the other party of the occurrence and cessation of the force majeure event and shall use reasonable efforts to mitigate the impact of the event on the performance of their obligations. Upon the subsidence of the force majeure event, the parties shall resume performance of their respective obligations under this Term Sheet.

For & On Behalf of Akara Capital Advisors Limited

For AKARA CAPITAL ADVISORS PVT. LTD.

Authorised Signatory

Authorized Signatory
Date: 20 May 2026

FOR, FINSTARS CAPITAL LIMITED

DIRECTOR/ AUTHORISED SIGNATORY

Annexure I
Cashflow Per Debenture

Sr. No.	Record Date	Due Date	No. of Days	Principal	Interest	Total Cash Flow
1	20-Jun-26	05-Jul-26	30	0	99.04	99.04
2	21-Jul-26	05-Aug-26	31	0	102.34	102.34
3	21-Aug-26	05-Sep-26	31	0	102.34	102.34
4	20-Sep-26	05-Oct-26	30	0	99.04	99.04
5	21-Oct-26	05-Nov-26	31	0	102.34	102.34
6	20-Nov-26	05-Dec-26	30	0	99.04	99.04
7	21-Dec-26	05-Jan-27	31	0	102.34	102.34
8	21-Jan-27	05-Feb-27	31	0	102.34	102.34
9	18-Feb-27	05-Mar-27	28	0	92.44	92.44
10	21-Mar-27	05-Apr-27	31	0	102.34	102.34
11	20-Apr-27	05-May-27	30	0	99.04	99.04
12	21-May-27	05-Jun-27	31	0	102.34	102.34
13	20-Jun-27	05-Jul-27	30	0	99.04	99.04
14	21-Jul-27	05-Aug-27	31	0	102.34	102.34
15	21-Aug-27	05-Sep-27	31	0	102.34	102.34
16	20-Sep-27	05-Oct-27	30	0	99.04	99.04
17	21-Oct-27	05-Nov-27	31	0	102.34	102.34
18	20-Nov-27	05-Dec-27	30	0	99.04	99.04
19	21-Dec-27	05-Jan-28	31	0	102.06	102.06
20	21-Jan-28	05-Feb-28	31	0	102.06	102.06
21	19-Feb-28	05-Mar-28	29	0	95.48	95.48
22	21-Mar-28	05-Apr-28	31	0	102.06	102.06
23	20-Apr-28	05-May-28	30	0	98.77	98.77
24	21-May-28	05-Jun-28	31	0	102.06	102.06
25	20-Jun-28	05-Jul-28	30	0	98.77	98.77
26	21-Jul-28	05-Aug-28	31	0	102.06	102.06
27	21-Aug-28	05-Sep-28	31	0	102.06	102.06
28	20-Sep-28	05-Oct-28	30	0	98.77	98.77
29	21-Oct-28	05-Nov-28	31	0	102.06	102.06
30	20-Nov-28	05-Dec-28	30	0	98.77	98.77
31	21-Dec-28	05-Jan-29	31	0	102.34	102.34
32	21-Jan-29	05-Feb-29	31	0	102.34	102.34
33	18-Feb-29	05-Mar-29	28	0	92.44	92.44
34	21-Mar-29	05-Apr-29	31	5000	102.34	5102.34
35	20-Apr-29	05-May-29	30	0	49.52	49.52
36	21-May-29	05-Jun-29	31	5000	51.17	5051.17

If Put option is exercised –

Sr. No.	Record Date	Due Date	No. of Days	Principal	Interest	Total Cash Flow

1	20-Jun-26	05-Jul-26	30	0	99.04	99.04
2	21-Jul-26	05-Aug-26	31	0	102.34	102.34
3	21-Aug-26	05-Sep-26	31	0	102.34	102.34
4	20-Sep-26	05-Oct-26	30	0	99.04	99.04
5	21-Oct-26	05-Nov-26	31	0	102.34	102.34
6	20-Nov-26	05-Dec-26	30	0	99.04	99.04
7	21-Dec-26	05-Jan-27	31	0	102.34	102.34
8	21-Jan-27	05-Feb-27	31	0	102.34	102.34
9	18-Feb-27	05-Mar-27	28	0	92.44	92.44
10	21-Mar-27	05-Apr-27	31	0	102.34	102.34
11	20-Apr-27	05-May-27	30	0	99.04	99.04
12	21-May-27	05-Jun-27	31	0	102.34	102.34
13	20-Jun-27	05-Jul-27	30	0	99.04	99.04
14	21-Jul-27	05-Aug-27	31	0	102.34	102.34
15	21-Aug-27	05-Sep-27	31	0	102.34	102.34
16	20-Sep-27	05-Oct-27	30	0	99.04	99.04
17	21-Oct-27	05-Nov-27	31	0	102.34	102.34
18	20-Nov-27	05-Dec-27	30	0	99.04	99.04
19	21-Dec-27	05-Jan-28	31	0	102.06	102.06
20	21-Jan-28	05-Feb-28	31	0	102.06	102.06
21	19-Feb-28	05-Mar-28	29	0	95.48	95.48
22	21-Mar-28	05-Apr-28	31	0	102.06	102.06
23	20-Apr-28	05-May-28	30	0	98.77	98.77
24	21-May-28	05-Jun-28	31	10000	102.06	10102.06