

TERM SHEET

**THIS TERM SHEET CONSISTS OF 48 PAGES.
PLEASE ENSURE THAT YOU HAVE RECEIVED ALL THE PAGES
YOU ARE ENCOURAGED TO READ GREATER DETAILS AVAILABLE IN
THE OFFER DOCUMENT DATED FEBRUARY 20, 2026
<https://www.akgroup.co.in/Listing/Index?id=21a6307f-dc2e-41aa-ad22-797e64c18ef6>**

Please ensure that you read the Offer Document dated February 20, 2026 (“Offer Document”) and the general instructions contained in this Term Sheet before applying in the Issue. Unless otherwise specified, all capitalised terms used in this form shall have the meaning ascribed to such terms in the Offer Document. The investors are advised to retain a copy of this Term Sheet for their future reference.

You may obtain a physical copy of the Application Form from our Head Office, the Lead Manager, Consortium Member, Registrar to the Issue, the Designated Branches of Self Certified Syndicate Banks. You may also download the Offer Document from the websites of SEBI, Stock Exchanges, Lead Manager and the Corporation i.e. www.sebi.gov.in, www.nseindia.com, www.bseindia.com, www.akgroup.co.in and www.nmc.gov.in, respectively.



NASHIK MUNICIPAL CORPORATION

A municipal corporation constituted under Article 243Q(1)(c) of the Constitution of India, 1949 and established on November 07, 1982, under the Bombay Provincial Municipal Corporations Act, 1949 (then applicable act in Maharashtra) vide notification dated October 22, 1982, bearing reference no. NCC.-1082/21/211(i)-UD-21.

Head Office	Contact Person cum Compliance Officer:	Email and Telephone	Website
Rajiv Gandhi Bhavan, Sharanpur Road, Nashik- 422002, Maharashtra	Shri. Dattatraya Dnyanoba Patharut, Chief Accounts Officer (Chief Accounts and Finance Officer)	Tel: 0253-2579983; Email: nmc.bond200@gmail.com	www.nmc.gov.in

PUBLIC ISSUE BY NASHIK MUNICIPAL CORPORATION (“ISSUER”/ “CORPORATION”/ “NMC”) OF UP TO 20,00,000 (TWENTY LAKHS) UNSECURED, RATED, LISTED, TAXABLE, REDEEMABLE, NON-CONVERTIBLE GREEN MUNICIPAL BONDS IN THE NATURE OF DEBENTURES, OF FACE VALUE OF ₹ 1,000/- (RUPEES ONE THOUSAND ONLY) (“GREEN BONDS”/ “BONDS”/ “NCDs”/ “DEBENTURES”) COMPRISING OF 8 (EIGHT) SEPARATELY TRANSFERABLE AND REDEEMABLE PRINCIPAL PARTS (“STRPPS”) OF FACE VALUE OF RS 125 (RUPEES ONE HUNDRED TWENTY-FIVE) EACH, NAMELY STRPP A, STRPP B, STRPP C, STRPP D, STRPP E, STRPP F, STRPP G AND STRPP H FOR CASH, FOR THE BASE ISSUE OF RS. 100 CRORE (RUPEES ONE HUNDRED CRORE ONLY) (“BASE ISSUE SIZE”) WITH A GREEN SHOE OPTION OF UP TO RS 100 CRORE (RUPEES ONE HUNDRED CRORE ONLY) (“GREEN SHOE OPTION”) FOR AN AMOUNT AGGREGATING UP TO RS 200 CRORES (RUPEES TWO HUNDRED CRORES ONLY) (“TOTAL ISSUE SIZE”) (“ISSUE”). THE ISSUE IS BEING MADE UNDER THE SECURITIES AND EXCHANGE BOARD OF INDIA (ISSUE AND LISTING OF MUNICIPAL DEBT SECURITIES) REGULATIONS, 2015, SEBI MASTER CIRCULAR AND OTHER RELEVANT CIRCULARS AND GUIDELINES. THE EIGHT STRPPS WILL BE OF DIFFERENT MATURITY AND SHALL BE REDEEMABLE AT PAR; FOR FURTHER DETAILS, PLEASE SEE THE SECTION TITLED “ISSUE SPECIFIC INFORMATION” ON PAGE 72 OF THE OFFER DOCUMENT. THE ISSUE IS NOT UNDERWRITTEN.

BRIEF DESCRIPTION OF THE ISSUE

Security Name	8.05% NMC GREEN BONDS - SERIES- II
Type of Instrument:	Rated, Listed, Taxable, Unsecured, Redeemable, Non-Convertible Green Municipal bonds in the nature of debentures (hereinafter referred to as “Green Bonds”/ “Bonds”/ “Debentures”/ “NCDs”)
Nature of Instrument: (Secured/ Unsecured)	Unsecured
Base Issue Size	₹ 100.00 Crore
Option to retain oversubscription	Upto ₹ 100.00 Crores

TERM SHEET

BRIEF DESCRIPTION OF THE ISSUE

Face Value	Each NCD shall have a face value aggregating to ₹ 1,000/- (Rupees One Thousand only). Each NCD would comprise of 8 (Eight) STRPPs having different ISINs (i.e. 1 STRPP A, 1 STRPP B, 1 STRPP C, 1 STRPP D, 1 STRPP E, 1 STRPP F, 1 STRPP G and 1 STRPP H) with face value of each STRPP being ₹ 125/- (Rupees One Hundred Twenty Five) each.
Details of Coupon/ Dividend (fixed or floating or other structure/rate/frequency)	Fixed
Redemption date; Tenor	The redemption dates/ maturity dates (“Redemption Date(s)”/ “Maturity Date(s)”) for each of the STRPPs are as follows: <ul style="list-style-type: none"> • STRPP A - at the end of the 3rd anniversary of the Deemed Date of Allotment for STRPP A; • STRPP B – at the end of the 4th anniversary of the Deemed Date of Allotment for STRPP B; • STRPP C – at the end of the 5th anniversary of the Deemed Date of Allotment for STRPP C; • STRPP D – at the end of the 6th anniversary of the Deemed Date of Allotment for STRPP D; • STRPP E – at the end of the 7th anniversary of the Deemed Date of Allotment for STRPP E; • STRPP F – at the end of the 8th anniversary of the Deemed Date of Allotment for STRPP F; • STRPP G – at the end of the 9th anniversary of the Deemed Date of Allotment for STRPP G; • STRPP H – at the end of the 10th anniversary of the Deemed Date of Allotment for STRPP H;
Rating of the instrument	‘Provisional IND AA+/Stable’ by India Ratings & Research Private Limited and ‘Provisional CRISIL AA+/Stable’ by CRISIL Ratings Limited
Name of the Lead Manager	A.K. Capital Services Limited
Name of the Debenture Trustee	Beacon Trusteeship Limited*
Name of the Credit Rating Agencies	India Ratings & Research Private Limited and CRISIL Ratings Limited
Issue Opening Date	Wednesday, February 25, 2026
Issue Closing Date**	Monday, March 02, 2026
Name of the Stock Exchanges where it will be listed	National Stock Exchange of India Limited (“NSE”) and BSE Limited (“BSE”)

*Beacon Trusteeship Limited under SEBI ILMDS Regulations has by its letter dated January 14, 2026 given its consent for its appointment as Debenture Trustee to the Issue and for its name to be included in the Draft Offer Document and Offer Document and in all the subsequent periodical communications sent to the holders of the NCDs issued pursuant to the Issue.

**The Issue shall remain open for subscription on Working Days from 10:00 a.m. to 5:00 p.m. (Indian Standard Time) during the period indicated above, except that the Issue may close on such earlier date, subject to a minimum of three Working Days from the date of opening of the Issue, in accordance with the SEBI ILMDS Regulations or extended date as may be decided by the Bond Issue Committee, subject to relevant approvals and in accordance with applicable laws. In the event of an early closure or extension of the Issue, our Corporation shall ensure that notice of the same is provided to the prospective investors through an advertisement in a national daily newspaper with wide circulation and a regional daily with wide circulation where the head office of the Corporation is located in which the pre-issue advertisement for opening of the Issue is given, on or before such initial date of closure, in accordance with SEBI ILMDS Regulations. On the Issue Closing Date, the Application Forms will be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until 5.00 p.m. or such extended time as may be permitted by the Stock Exchanges. Further, pending mandate requests for bids placed on the last day of bidding will be validated by 5.00 p.m. (Indian Standard Time) on the Issue Closing Date. For further details please refer to the chapter titled “Issue Specific Information” on page 72 of the Offer Document.

Applications Forms for the Issue will be accepted only from 10:00 a.m. to 5:00 p.m. (Indian Standard Time) or such extended time as may be permitted by the Stock Exchanges, during the Issue Period as mentioned above on all days between Monday and Friday (both inclusive barring public holiday) (a) by the Designated Intermediaries as the case maybe, at the centres mentioned in Application

TERM SHEET

Form through the ASBA mode (b) directly by the Designated Branches of the SCSBs or (c) by the centres of the Consortium, sub-brokers or the Trading Members of the Stock Exchanges, as the case maybe, only at the selected cities. Additionally, an Investor may also submit the Application Form through the app or web interface of the Stock Exchanges. It is clarified that the Applications not uploaded in the Stock Exchanges platform would be rejected.

GENERAL RISKS

Investment in non-convertible securities is risky, and investors should not invest any funds in such securities unless they can afford to take the risks attached to such investments. Investors are advised to take an informed decision and to read the risk factors carefully before investing in this Issue. For taking an investment decision, the investors must rely on their own examination of the Issuer, the Offer Document to be issued and the issue including the risks involved in it. Specific attention of investors is invited to the statement of risk factors contained in the section titled “Risk Factors” on page 18 of the Offer Document. These risks are not, and are not intended to be, a complete list of all risks and considerations relevant to the Green Bonds or investor’s decision to purchase such Green Bonds. The Issue of Green Bonds has not been recommended or approved by SEBI nor does SEBI guarantee the accuracy or adequacy of the Offer Document.

ISSUER’S ABSOLUTE RESPONSIBILITY

The Issuer, having made all reasonable inquiries, accepts responsibility for and confirms that the Offer Document contains all information with regard to the Issuer and the Issue which is material in the context of the Issue, that the information contained in the Offer Document is true and correct in all material aspects and is not misleading, that the opinions and intentions expressed herein are honestly stated and that there are no other facts, the omission of which make the Offer Document as a whole or any of such information or the expression of any such opinions or intentions misleading.

CREDIT RATING

Name of Credit Rating Agency(ies)	Rating(s) obtained	Date(s) of the press release of the Credit Rating Agency
India Ratings & Research Private Limited & CRISIL Ratings Limited	‘Provisional IND AA+/Stable’ & ‘Provisional CRISIL AA+/Stable’	India Ratings & Research Private Limited: January 14, 2026 CRISIL Ratings Limited: January 13, 2026

LISTING

The Green Bonds offered through the Offer Document are proposed to be listed on the National Stock Exchange of India Limited (“NSE”) and BSE Limited (“BSE”, collectively with NSE the “Stock Exchanges”). The Issuer has received in-principle approvals for listing of the Green Bonds to be allotted pursuant to the Issue from NSE and BSE through their letters dated February 02, 2026 bearing no. NSE/LIST/D/2026/0012 and February 03, 2026 bearing no. DCS/HB/PI-BOND/04/25-26, respectively. For the purposes of the Issue, the Designated Stock Exchange is National Stock Exchange of India Limited.

STANDING COMMITTEE

Elections for constituting the Corporation were conducted on January 15, 2026 and General Board has been formed on January 16, 2026. General Board in its meeting constituted the Standing Committee. Standing Committee consists of the following members:

S. No.	Name and Designation	Date of Appointment / Resignation	Member if the Committee Since (in case of resignation)	Remarks
1.	Smt. Madhuri Ganesh Bolkar	February 16, 2026	-	-
2.	Shri. Nitin (Bala) Sampatrav Nigal	February 16, 2026	-	-
3.	Smt. Pallavi Rahul Ganore	February 16, 2026	-	-
4.	Smt. (Dr.) Deepali Sachin Kulkarni	February 16, 2026	-	-
5.	Smt. Indubai Suresh khetade	February 16, 2026	-	-
6.	Smt. Aditi Raturaj Pandey	February 16, 2026	-	-
7.	Smt. Sarita Sonawane Ramrao	February 16, 2026	-	-
8.	Smt. Jayshree Ajit Gaikwad	February 16, 2026	-	-
9.	Shri. Machhindra Balasaheb Sanap	February 16, 2026	-	-

TERM SHEET

S. No.	Name and Designation	Date of Appointment / Resignation	Member if the Committee Since (in case of resignation)	Remarks
10.	Smt. Mayuri Ankush Pawar	February 16, 2026	-	-
11.	Smt. Kirantai Punjaram Gamane	February 16, 2026	-	-
12.	Shri. Rahul Ashok Dive	February 16, 2026	-	-
13.	Smt. Ranjana Prakash Borade	February 16, 2026	-	-
14.	Smt. Bharti Ambadas Tajanpure	February 16, 2026	-	-
15.	Shri. Yogesh Lakshman Gadekar	February 16, 2026	-	-
16.	Shri. Mukesh Dilip Shahane	February 16, 2026	-	-

BOND ISSUE COMMITTEE

Bond Issue Committee of the Issuer has been formed by approval of the Administrator vide General Board resolution bearing number 164 dated July 09, 2025 and resolution bearing number 252 dated August 08, 2025.

As per the letters of the Commissioner dated January 14, 2026, and February 20, 2026 the Bond Issue Committee currently consists of the following members:

Name and Designation	Date of Appointment/ Resignation*	Member of the Committee since (in case of resignation)	Remarks
Chairman			
Smt. Manisha Khatri, I.A.S. Commissioner	July 09, 2025	-	-
Members			
Shri. Pradip Chaudhari Additional Commissioner 2	July 09, 2025	-	-
Shri. Dattatraya Dnyanoba Patharut Chief Accounts Officer (Chief Accounts & Finance Officer)#	July 09, 2025	-	-
Shri. Ravindra Dashrath Dharankar Superintending Engineer (Head of the project related department)	July 09, 2025	-	-
Shri. Balvant Jayram Gaikwad Chief Auditor	July 09, 2025	-	-

* Date of Appointment is the date wherein the BIC members became part of the said committee

Shri. Dattatraya Dnyanoba Patharut is appointed as the Chief Accounts Officer of the Corporation pursuant to the Transfer Order dated December 19, 2023, the position is equivalent to that of a Chief Accounts & Finance Officer.

ABOUT THE ISSUER

A. About the Issuer

Nashik Municipal Corporation (NMC) is the municipal body of Nashik city. Presently, Smt. Himgauri Balasaheb Aher is the Mayor and Smt. Manisha Khatri (I.A.S.) is the Commissioner of Nashik Municipal Corporation.

Nashik Municipal Corporation is the governing body responsible for the administration and development of Nashik city in Maharashtra. It oversees urban planning, public services and infrastructure management. The Corporation ensures essential services such as water supply, waste management, healthcare and road maintenance.

a. About Nashik

Nashik district, located between 18.33 degrees and 20.53 degrees North latitude and between 73.16 degrees and 75.16 degrees East longitude, is a region with rich mythological and historical background. It is the third largest district in Maharashtra, surrounded by the Western Ghats in the west and the Deccan Plateau in the east. Spanning over 15,582 square kilometers in the north of Maharashtra, the city holds cultural and religious significance.

The Trimbakeshwar Shiva Temple, located in Trimbak, Nashik, is revered as the origin of the sacred Godavari River. Nashik is one of the only four cities that host the Sinhastha Kumbh Mela once every twelve years.

Sinhastha Kumbh Mela is a state-recognised, a periodic religious congregation. Sinhastha Kumbh Mela is held once every twelve years at Nashik and Trimbakeshwar in the State of Maharashtra. The Nashik Municipal Corporation (“NMC” or “Issuer”) is responsible for execution of certain municipal-level infrastructure and civic service works which are within the territorial jurisdiction of NMC under the Nashik–Trimbakeshwar Kumbh Mela Authority (NTKMA). Such responsibilities (subject to administrative sanction and availability of funds) generally include water supply and sanitation infrastructure and other municipal amenities relevant to the conduct of the Sinhastha Kumbh Mela.

b. Constitution of the Issuer

Nashik Municipal Corporation was constituted under Article 243Q(1)(c) of the Constitution of India, 1949 and established on November 07, 1982 under the Bombay Provincial Municipal Corporations Act, 1949 then applicable act in Nashik, Maharashtra vide notification dated October 22, 1982 bearing reference NCC.-1082/211(i)-UD-21.

The Issuer, being a corporation established under the MMC Act, which is a state act, is a public sector company for the purposes of the Income Tax Act, 1961, which defines the term ‘public sector company’ under Section 2(36A) to mean any corporation established by or under any central, state or provincial act or a government company as defined in the Section 2(45) of the Companies Act, 2013.

c. Composition of the Issuer

In accordance with Section 4 of the MMC Act, the municipal authorities charged with carrying out the provisions of the Act for each city are:

- a) a Corporation;
- b) a Standing Committee;
- c) Ward Committees;
- d) a Mayor and
- e) a Municipal Commissioner

In accordance with the Act, the Corporation consists of councilors chosen by direct election and shall continue for five years. The term of the councilors shall be co-extensive with the duration of the corporation. The corporation shall at its first meeting elect a Mayor and a Deputy Mayor from amongst the councilors. The term of both the Mayor and deputy Mayor shall be for two and a half years. The Corporation can appoint a special committee out of its own body to carry out specific works assigned to it. As per Section 36 of the MMC Act, the Commissioner is to be appointed by the State Government and shall hold office for such period not exceeding three years at the first instance; however, his/her appointment can be renewed for a period not exceeding three years at a time.

d. Elected representatives in NMC

NMC area is divided into seven zones for administrative purposes and further divided into administrative wards and election wards. The political wing is an elected body of Municipal Councilors headed by a Mayor. Nashik has 31 election wards and 122 councilors. As per the MMC Act, elections are held once in five years and the Mayor’s tenure is maximum of two and a half years.

e. Administrative Cadre in NMC

The Administrative wing of NMC works under the command of the Commissioner who heads a team of officials comprising of Additional Commissioners, Deputy Commissioners, Assistant Commissioners and other officials like City Engineer, Chief Accounts and Finance Officer and ward officers who administer their respective domains.

The State Government may create one or more posts of Additional Commissioners in the Corporation and appoint suitable persons on such posts, who shall, subject to the control of the Commissioner, exercise all or any of the powers and perform all or any of the duties and functions of the Commissioner and shall be subject to the same liabilities, restrictions and terms and conditions of service, to which the Commissioner is subjected to as per the provisions of MMC Act.

f. Roles and Responsibilities of the Issuer

Brief Summary of the Business/ Activities of the Issuer

TERM SHEET

The Act defines the scope and extent of responsibilities of the Issuer. The Issuer is mainly responsible for providing civic services to Nashik city.

The Corporation undertakes several works as provided in the Act, as enumerated below. However, this list is not an exhaustive list:

1. Erection of substantial boundary marks of such description and in such position as shall be approved by the State Government defining the limits or any alteration in the limits of the City;
(1)(a) planning for social and economic development;
(1)(b) urban forestry, protection of the environment and promotion of ecological aspects;
2. Watering, scavenging and cleansing of all public streets and places in the city and the removal of all sweeping therefrom;
3. Collection, removal, treatment and disposal of sewage, offensive matter and rubbish and, if so required by the State Government, the preparation of compost manure from such sewage, offensive matter and rubbish;
4. Construction, maintenance and cleansing of drains and drainage works, and of public latrines, water- closets, urinals and similar conveniences;
5. Entertainment of a fire-brigade equipped with suitable appliances for the extinction of fires and the protection of life and property against fire;
6. Construction or acquisition and maintenance of public hospitals and dispensaries including hospitals for the isolation and treatment of persons suffering or suspected to be infected with a contagious or infectious disease and carrying out other measures necessary for public medical relief;
7. Lighting of public streets, municipal markets and public buildings vested in the Corporation;
8. Maintenance of a municipal office and of all public monuments and open spaces and other property vesting in the Corporation;
9. Naming or numbering of streets and of public places vesting in the Corporation and the numbering of premises;
10. Regulation and abatement of offensive and dangerous trades or practices;
11. Maintenance, change and regulation of places for the disposal of the dead and the provision of new places for the said purpose and disposing of unclaimed dead bodies;
12. Construction or acquisition, maintenance and regulation of public markets and slaughterhouses and the regulation of all markets and slaughterhouses;
13. Construction or acquisition and maintenance of cattle-pounds;
14. Public vaccination in accordance with the provisions of the Bombay District Vaccination Act, 1892;
15. Maintaining, aiding and suitably accommodating schools for primary education;
16. Reclamation of unhealthy localities, the removal of noxious vegetation and generally the abatement of all nuisances;
17. Registration of births and deaths;
18. Construction, maintenance, alteration and improvement of public streets, bridges, sub-ways, culverts, cause-ways and the like;
19. Removal of obstructions and projections in or upon streets, bridges and other public places;
20. Management and maintenance of all municipal water works and the construction or acquisition of new works necessary for a sufficient supply of water for public and private purposes;
21. Preventing and checking the spread of dangerous diseases;
22. Securing or removal of dangerous buildings and places;
23. Construction and maintenance of residential quarters for the municipal conservancy staff;
24. Fulfilment of any obligation imposed by or under MMC Act or any other law for the time being in force; and
25. Subject to adequate provision being made for the matters specified above, the provision of relief to destitute persons in the City in times of famine and scarcity and the establishment and maintenance of relief works

TERM SHEET

in such times.

RISK FACTORS

Below mentioned risks are the top 10 risk factors, including 3 pertaining to the Issuer and the NCDs

1. We intend to utilize the Net Proceeds for funding our capital expenditure requirements for setting up the Project. Our proposed Project is subject to the risk of unanticipated delays in implementation and cost overruns. Any such unanticipated delays in implementation and cost overruns of the Project may have an adverse impact on our operations, reputation and cash flows.
2. Our funding requirements and proposed deployment of the Net Proceeds are based on internal estimates and estimates provided by the Project Consultant derived from quotations and bids received during the tendering process, pursuant to which work order has been issued. These estimates have not been independently appraised by any third-party expert, bank, or financial institution.
3. Our Corporation and Subsidiary are involved in large number of litigations & adverse decisions in the same may impact our working and operational efficiency.
4. Any inability to obtain, renew or maintain the statutory and regulatory permits and approvals which are required for installation and operation of the Project may have a material adverse effect on our ability to complete the Project on a timely basis or at all. Any failure to successfully complete the Project on a timely basis may have an adverse impact on our reputation, operations and cash flows.
5. Leakage of tax collections may affect volume of collections and accumulation of funds for future development, and on the Issuer's future execution capabilities and revenue collections.
6. Our Auditors have highlighted a few observations/ notes in their audit reports relating to our Audited Financial Statements.
7. Changes in the administration of the Corporation may lead to change in policies, administrative delays which may have an adverse impact on the operations of the Corporation
8. Changes in interest rate may affect the price of our Green Bonds. Any increase in rate of interest is likely to have a negative effect on the price of our Green Bonds.
9. Security provided for the Green Bonds as part of the Issue, may not be enforceable if the security is classified as "Assets" under the IT Act and may be void as against any claim in respect of any other sum payable by our Corporation.
10. Any downgrading in credit rating of our Green Bonds may adversely affect the value of Green Bonds and thus our ability to raise further debts.

Please read the risk factors carefully. For further risks relating to the Issue and Green Bonds see section titled "Risk Factors" on page 18 of the Offer Document.

SUMMARY OF OUTSTANDING LITIGATIONS, CLAIMS AND REGULATORY ACTIONS

Particulars	Criminal Proceedings	Tax Proceedings	Statutory or Regulatory Proceedings	Disciplinary actions by the SEBI or Stock Exchanges	Other Material Litigations	Aggregate amount involved (Rs in Crores)*
Issuer						
By the Issuer	12	-	-	-	-	-
Against the Issuer	30	155	2	-	8	297.19
BIC Members						
By the BIC Members	-	-	-	-	-	-
Against the BIC Members	-	-	-	-	-	-
Subsidiary						
By the Subsidiary	-	-	-	-	-	-
Against the Subsidiary	-	2	-	-	-	0.0064

*To the extent quantifiable

TERM SHEET

B. Brief details of top 5 material outstanding litigations against the Corporation and amount involved

S. No.	Particulars	Litigation filed by	Current status	Amount Involved (in Crore)
1.	<p>MIC Electronics Ltd. (hereinafter referred to as the “Petitioner”) has filed a Special Leave Petition (Civil) No. 6491 of 2022 before the Hon’ble Supreme Court of India against NMC & others. The Petitioner and NMC had entered into an agreement on February 25, 2013 for installing and maintaining LED street lights in Nashik, for which NMC gave three bank guarantees in favour of the Petitioner. The Petitioner allegedly committed several serious breaches of contract by not starting work within the timeline set under the said agreement, wrongfully terminating the agreement without due notice of 30 days, and also illegally assigning one of the bank guarantees to a third-party.</p> <p>In view of the above, in 2015 NMC initiated arbitration proceedings, due to non-performance and breach of the said agreement, obtaining interim orders restraining the Petitioner from encashing the guarantees until the arbitration concluded.</p> <p>The Petitioner challenged the arbitration order by filing Writ Petition No. 906 of 2022 in the Bombay High Court, seeking to ensure encashment. On March 11, 2022, the Hon’ble High Court dismissed the petition, directing both parties to seek relief before the Civil Court or under Section 9 of the Arbitration and Conciliation Act, 1996.</p> <p>Aggrieved by the Hon’ble High Court’s order the Petitioner has filed Special Leave Petition (Civil) No. 6491 of 2022 in the Hon’ble Supreme Court of India, seeking to overturn the order and obtain interim relief.</p> <p>The matter remains pending before the Hon’ble Supreme Court of India.</p>	M/s MIC Electronics Ltd.	Pending	80.00
2.	<p>Larsen & Toubro Limited (the “Claimant”) filed the present arbitration proceeding against NMC challenging wrongful deductions due to the application of an incorrect price adjustment formula, reimbursement of Rs. 50,00,000 paid as security deposit to NHAI on behalf of NMC, additional costs incurred owing to changes in law including implementation of GST, revision of VAT rates, and increase in stamp duty, payment for variations and additional works executed under NMC’s directions such as increased pipeline excavation, modification of the approach bridge design, and additional works relating to the jackwell/cofferdam and master balancing reservoir, and release of performance security deposits withheld by NMC. In February 2023, the Claimant referred the above disputes to the Superintending Engineer under the dispute resolution mechanism provided in the contract, however, the same were rejected in April 2023.</p> <p>Consequently, the Claimant issued an arbitration notice on July 12, 2023. The Claimant sought recovery of deposits totaling ₹77,61,62,263/-, along with interest and legal expenses.</p> <p>The matter is currently pending before the Learned Sole Arbitrator.</p>	Larsen & Toubro Limited	Pending	77.61
3.	<p>SMPL Infra Ltd. (hereinafter referred to as the “Plaintiff”) has filed a Commercial Suit No. 09 of 2024 before the District and Sessions Court, Nashik against NMC & others. The Petitioner had entered into an Agreement with NMC following a tender for the design, construction, supply, erection, commissioning, start-up, performance, and operation of a Sewerage Treatment Plant and Sewage Pumping Station at Agar Takali, Nashik. The Plaintiff alleges NMC breached its obligations by delaying</p>	SMPL Infra Ltd.	Pending	50.75

TERM SHEET

S. No.	Particulars	Litigation filed by	Current status	Amount Involved (in Crore)
	<p>bill processing and payments, arbitrarily deducting amounts from running account (R.A.) bills for security deposits, liquidated damages, and penalties, withholding final bill payments despite issuing completion certificates up to 2016, wrongfully invoking guarantees, and failing to compensate for cost escalations due to prolonged delays. The Plaintiff filed Commercial Suit No. 9 of 2024 under Section 9 of the Code of Civil Procedure, 1908, in the Nashik District and Sessions Court, seeking recovery of ₹50,75,03,432 in damages for breach of contract, along with ancillary reliefs. The matter remains pending before the Nashik District and Sessions Court.</p>			
4.	<p>M/s. Leaf Biotech Pvt. Ltd. (“Claimant”) initiated the present Arbitration Proceedings No. 1 of 2011 against NMC before the Ld. Sole Arbitrator Municipal Commissioner, Nashik claiming compensation of a sum of Rs. 11,02,34,182/-, return of control and peaceful possession of the municipal waste treatment plant. Claimant and NMC entered into a operation and maintenance contract for waste treatment plant and a 29-years lease agreement on April 10, 1997. The Claimant stated that NMC took over the operation and functions of the plant and invited new tenders for operation and maintenance while the same was sanctioned to the Claimant. Aggrieved by this, claimant approached Hon’ble High Court of Bombay in Civil Miscellaneous Application No. 320 of 2003 to appoint the arbitrator. Thereafter, The Hon’ble High Court appointed the commissioner of NMC as a sole arbitrator to decide the disputes of the parties. The said matter is currently pending before the Ld. Sole Arbitrator.</p>	M/s Leaf Biotech Pvt Ltd	Pending	11.02
5.	<p>Siemens Healthcare Private Limited (hereinafter referred to as the “Petitioner”) has filed a Commercial Suit No. 5 of 2021 before the District and Sessions Court, Nashik against NMC & another. The Petitioner was awarded a bid by NMC through an e-tender to supply, install, and commission a 1.5 Tesla MRI machine and a CT scan machine for a government hospital. NMC and the Petitioner entered into a Purchase Order and Agreement, requiring completion within 120 days from the Agreement’s signing or site handover, whichever was later. In accordance with the petition of the Petitioner, NMC allegedly has failed to provide timely site access, free water, and power, causing delays and cost escalation, resulting in an alleged loss of ₹16,87,000 to the Petitioner. The Petitioner filed a commercial suit in the Bombay High Court, seeking recovery of ₹4,17,97,226, along with future interest, costs, and other relief as deemed appropriate. By an Order dated July 16, 2021, passed in an Interim Application No. 627 of 2021 filed by the Petitioner, the Hon’ble Bombay High Court directed that the suit be returned under Rule 283 of the Bombay High Court (Original Side) Rules, with liberty to the Petitioner to present it before the court of competent jurisdiction. Consequently, the suit now stands pending before the District and Sessions Court, Nashik as Case No. 5 of 2021. The said suit is currently pending.</p>	Siemens Healthcare Private Limited	Pending	4.17

C. Any litigation or legal action pending or taken by a Government Department or a statutory body or regulatory body during the three years immediately preceding the year of the issue document against the Issuer or the Bond Issue Committee, if any

TERM SHEET

S. No.	Particulars	Litigation filed by	Current status	Amount Involved (in Crore)
1.	<p>Shashikant Vitthal Kambale (hereinafter referred to as “the Applicant”) filed an Original Application No. 42 of 2022 under Environment (Protection) Act, 1986 before the National Green Tribunal, Western Zone, Pune (“NGT”) for direction to be issued to the project proponent (Respondent) who is alleged to be raising construction in contravention to the environmental clearance. Further, it has been alleged in his application that the revalidation of consent to establish and consent to operate under Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 was refused by the Maharashtra Pollution Control Board and yet the Respondent has proceeded with the construction. The Applicant had made various government authorities party to the application including NMC for being responsible for issuing the license.</p> <p>The said matter is currently pending.</p>	Shashikant Vitthal Kambale	Pending	NA
2.	<p>An enquiry was conducted against NMC by the Employees’ Provident Fund Organisation (“EPFO”) in accordance with Section 7A of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 (the “Act”) in relation to delayed payment of provident fund (“PF”) to contractual employees. Pursuant to the enquiry, an order dated September 18, 2024 bearing Order No. MH/56697/PF/RO/KD/NSK/Damages/786 was passed against NMC by EPFO, directing it to pay Rs. 29,91,311 under section 14B of the Act towards damages and pursuant to order bearing order no. MH/56697/PF/RO/KD/NSK/Damages/787 dated September 18, 2024, NMC was directed to pay Rs. 24,15,667/- under section 7Q of the Act towards interest, for the period from January 8, 2011 to August 30, 2023. The order further recorded that submission of KYC had been made mandatory for all salaried employee from with effect from April, 2022.</p> <p>Aggrieved by the said order, NMC filed an appeal before the Hon’ble Central Government Industrial Tribunal-cum-Labour Court No.1, Mumbai (Employees Provident Fund Appellate Tribunal) (the “Hon’ble Tribunal”), where it was submitted that approximately 1000 honorary employees are hired across various departments of NMC, all of whom are covered under the benefits as required by law. These employees are employed on temporary basis for six months and their reappointment usually takes around 2-3 months. This procedural gap had resulted in delays in the remittance of PF to these employees. NMC further submitted that after EPFO mandated KYC compliance for these payments, NMC faced difficulties in completing the KYC which in turn led to inordinate delay in paying the PF of the employees. Thus, the delay was purely due to compliance with administrative protocol and not deliberate. NMC prayed that the the Hon’ble Tribunal set aside the order dated September 18, 2024 including coercive actions under Section 8B to 8G of the Act. The appeal is still pending before the Tribunal.</p>	Assistant Provident Fund Commissioner, EPFO Nashik Regional Office	Pending	0.54

D. Brief details of outstanding criminal proceedings against the members of the Bond Issue Committee: NIL

TERM SHEET

MATERIAL DEVELOPMENTS

MATERIAL DEVELOPMENTS SINCE DATE OF THE LAST AUDITED BALANCE SHEET

As per the certificates of the Auditor dated January 14, 2026 and February 20, 2026 the Issuer has not undergone any material development since date of the last audited balance sheet except as stated below and routine transfer of officials of the Issuer:

- a) Issuance of unsecured NCDs of Rs. 200 Crore issued in November 2025 as mentioned above under point IV(d) of the section titled Financial Information on page 125 of the Offer Document.
- b) The elections for the Corporation have been conducted on January 15, 2026 and accordingly a General Board has been constituted. Further, the general Board vide its resolution dated February 06, 2026 have elected a Mayor and Deputy Mayor from amongst the elected councilors.
- c) The General Body in its meeting conducted on February 16, 2026 has constituted the Standing Committee comprising of 16 members elected from amongst the councilors.

DECLARATION

I, Manisha Khatri (I.A.S.), Municipal Commissioner of Nashik Municipal Corporation (the “**Issuer**”) hereby declare and confirm that:

1. The Offer Document contains true, fair, correct and adequate information to enable investors to make a well-informed decision regarding their investment in the proposed Issue.
2. The Offer Document contains full disclosures in accordance with the Securities and Exchange Board of India (Issue and Listing of Municipal Debt Securities) Regulations, 2015, issued vide No. SEBI/LAD-NRO/GN/2015-16/006 dated 15th July 2015, as amended, SEBI Master Circular and other applicable SEBI circulars.
3. The Offer Document is in conformity with the documents, material and papers which are material to the issue.
4. The Offer Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Offer Document also does not contain any false or misleading statement.
5. That no responsibility for the statements made otherwise than in the Offer Document or in any other material issued by or at the instance of the Issuer shall be accepted by the Issuer, and that anyone placing reliance on any other source of information would be doing so at his own risk.

For Nashik Municipal Corporation

Name: Manisha Khatri (I.A.S.)

Designation: Municipal Commissioner

Place: Nashik

Date: February 20, 2026

DECLARATION

I, **Himgauri Balasaheb Aher**, Mayor of Nashik Municipal Corporation (the “**Issuer**”) hereby declare and confirm that:

1. The Offer Document contains true, fair, correct and adequate information to enable investors to make a well-informed decision regarding their investment in the proposed Issue.
2. The Offer Document contains full disclosures in accordance with the Securities and Exchange Board of India (Issue and Listing of Municipal Debt Securities) Regulations, 2015, issued vide No. SEBI/LAD-NRO/GN/2015-16/006 dated July 15, 2015, as amended, SEBI Master Circular and other applicable SEBI circulars.
3. The Offer Document is in conformity with the documents, material and papers which are material to the Issue.
4. The Offer Document does not omit disclosure of any material fact which may make the statements made therein, in light of the circumstances under which they are made, misleading. The Offer Document also does not contain any false or misleading statement.
5. That no responsibility for the statements made otherwise than in the Offer Document or in any other material issued by or at the instance of the Issuer shall be accepted by the Issuer, and that anyone placing reliance on any other source of information would be doing so at his own risk.

For Nashik Municipal Corporation

Name: Himgauri Balasaheb Aher

Designation: Mayor

Place: Nashik

Date: February 20, 2026

TERM SHEET

FINANCIAL PARAMETERS

(₹ in crores, except ratios)

Key Financial Figures	Financial Year		
	2022-23	2023-24	2024-25
	Restated Audited	Restated Audited	Restated Audited
Revenue Income *	1973.03	2025.45	2312.91
Revenue expenditure (Excl. Interest) *	1404.44	1553.67	1666.56
Operating Revenue Surplus	568.59	471.78	646.35
Interest expense	-	-	-
Principal repayment (outside sinking Fund)	-	-	-
Contribution to Sinking fund	-	-	-
Revenue Surplus	568.59	471.78	646.35
Capital Income **	97.92	46.90	71.46
Capital Expense ***	663.07	471.55	598.17
Capital Surplus	-565.15	-424.65	-526.71
Overall Surplus	3.44	47.13	119.64
Deposits and Advances (net) ****	463.96	480.90	499.36
Initial Cash/Bank balance	517.43	732.53	868.11
Change in Cash/Bank balance	215.10	135.58	47.06
Final Cash / Bank Balance	732.53	868.11	915.17
Loan repayment from sinking fund	-	-	-
Initial Sinking fund Balance	-	-	-
Change in sinking fund	-	-	-
Final sinking fund balance	-	-	-
Total Debt	-	-	-
Total Expenditure	2067.51	2025.22	2264.73
Total Revenue	2070.96	2072.35	2384.37
Ratio of Total Expenditure/Total Revenue	99.83%	97.73%	94.98%
Cash Surplus***** / Total Revenue	9.25%	10.23%	11.37%
Ratio of Debt Service / Total Revenue	NA	NA	NA

*Revenue Income & Revenue expenditure also includes Prior Period Income & Expenses.

**The net capital income after returning back the unutilised grants to the government has been taken. Further, the classification of grants received by the corporation during the year into capital and revenue heads has not been properly recognised in books of accounts.

***This includes amount spent for Capital Work in Progress & Fixed assets created from all funds

**** Loans, advances & deposits given by the Corporation.

***** Cash surplus has been calculated by adding Depreciation & provision to the overall surplus.

For further details refer to the section “Financial Information” on page 125 of the Offer Document.

OBJECTS OF THE ISSUE

Issue Proceeds:

Our Corporation has filed the Offer Document for a public issue of unsecured, rated, listed, taxable, redeemable, non-convertible green municipal bonds for an amount of ₹100.00 crores (“Base Issue Size”) with an option to retain oversubscription of up to ₹100.00 crores (“Green Shoe Option”) aggregating to an amount up to ₹ 200.00 crores (“Issue”). The Issue is being made pursuant to the provisions of the SEBI ILMDS Regulations, the SEBI Master Circular, and other applicable circulars issued by SEBI from time to time. The Corporation has obtained approvals for the Issue of bonds from the Bond Issue Committee vide its resolutions dated January 14, 2026 & approval of General Board vide its resolutions numbering 252 and 528 dated August 05, 2025 and November 07, 2025 respectively and approval of the Department of Urban Development, Government of Maharashtra vide its resolution no. NMC-2025/P./Case No.256/UD-25 dated October 03, 2025 for issuing green municipal bonds.

TERM SHEET

The Corporation confirms that it is permitted to undertake the Project for which the funds are being raised through the Issue under its constitutional documents.

The details of the proceeds of the Issue are summarized below:

Particulars	Estimated Amount (₹ in crores)
Issue Proceeds	200.00
Less: Issue related expenses*	1.82
Net proceeds	198.18

*The above Issue related expenses are indicative and are subject to change depending on the actual level of subscription to the Issue, the number of allottees, market conditions and other relevant factors.

The following table details the objects of the Issue and the amount proposed to be financed from the Net Proceeds:

Our Corporation proposes to utilize the Net Proceeds raised through the Issue, towards funding capital expenditure of the Project (i.e. Augmentation of Mukane Water Supply Scheme - Water Treatment Plant (WTP), Construction of Gravity Main from Vilholi to Gandhinagar, Sadhugram & Nilgiri Baug WTP for Sinhastha Kumbh) as provided below:

(₹ in crores)

Approved project cost*	Means of the finance of the capital cost**	
	NMC Contribution (Including internal accruals/GoI/GoM Grants)	External Borrowing (proposed bonds)
387.50	189.32	198.18

Note: *The Project Cost is as approved by Municipal Commissioner cum Administrator vide Standing Committee resolution dated October 14, 2025 & resolutions of Bond Issue Committee dated January 14, 2026 and February 20, 2026.

Further, for completion of the Project, the Issuer shall incur additional cost with respect to (i) Security Deposit payable to MSEDCL, (ii) MJP Scrutiny Fees, (iii) Charges payable to Project Management Consultant (PMC); & (iv) Other Permissions & Shifting Charges (utilities) which shall borne be by the Issuer.

**The Means of the finance of the Project is as approved by the resolution of Bond Issue Committee dated January 14, 2026 and February 20, 2026. Cost of the Project is inclusive of amount payable towards GST and may vary during implementation. Any incremental cost shall be borne by NMC.

The Corporation has appointed CARE Analytics and Advisory Private Limited (“CareEdge Advisory”) to provide Third Party Review Report on the Green Bond Framework. CareEdge Advisory has conducted a review of the Green Bond Framework developed by NMC for the Project to be funded through the proposed Issue and provided a review report dated January 14, 2026 on the conformity of the Green Bond Framework with the (i) SEBI NCS Regulations; (ii) SEBI Master Circular; and (iii) the ICMA Green Bond Principles, 2025 (“Third Party Review Report”). The Third Party Review Report has been annexed as Annexure VIII of the Offer Document.

For further details refer to the section “Objects of the Issue” on page 52 of the Offer Document.

ISSUE PROCEDURE

CONTACT DETAILS

Name	Address	Tel:	E-mail:	Investor Grievance Email:	Website	Contact Person	Registration No
LEAD MANAGER							
A. K. Capital Services Limited	603, 6th Floor, Windsor, Off CST Road, Kalina, Santacruz (East), Mumbai - 400 098, Maharashtra	+91 22 6754 6500	nashik@akgroup.co.in; vaibhav.jain@akgroup.co.in	investor.grievance@akgroup.co.in	www.akgroup.co.in	Vaibhav Jain	INM000010411
CONSORTIUM MEMBER							
A. K. Stockmart Private Limited	601-602, 6th Floor, Windsor Off CST Road Kalina, Santacruz (East) Mumbai – 400 098, Maharashtra	022-6754 6500	compliance.akspl@akgroup.co.in;	investorgrievance@akgroup.co.in	www.akstockmart.com	Kshitiz Gupta	INZ000240830

TERM SHEET

Name	Address	Tel:	E-mail:	Investor Grievance Email:	Website	Contact Person	Registration No
REGISTRAR TO THE ISSUE							
Purva Sharegistry (India) Private Limited	Unit No. 9, Ground Floor, Shiv Shakti Industrial Estate, J. R. Boricha Marg, Lower Parel East, Mumbai - 400011, Maharashtra, India.	91 022-35220056 / 49614132	support@purvashare.com	support@purvashare.com	www.purvashare.com	Ms. Deepali Gaonkar	INR000001112
DEBENTURE TRUSTEE							
Beacon Trusteeship Limited	5W, 5th Floor, The Metropolitan, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051	022-46060278	compliance@beacontrustee.co.in	investorgrievances@beacontrustee.co.in	www.beacontrustee.co.in	Mr. Ritobrata Mitra	IND000000569
CREDIT RATING AGENCIES							
CRISIL Ratings Limited	Lightbridge IT Park, Saki Vihar Road, Andheri East, Mumbai - 400 072, Maharashtra,	91-22- 6137 3000 (B)	crisilratingdesk@crisil.com	NA	www.crisilratings.com	Aditya Jhaver	INCRA0011999
India Ratings & Research Private Limited	Wockhardt Towers, 4th Floor West Wing, Bandra Kurla Complex, Bandra (E) Mumbai-400 051	022 40001700	infogrp@indiaratings.co.in	NA	www.indiaratings.co.in	Suyash Gangwal	IN/ CRA/002/1999
PUBLIC ISSUE ACCOUNT, SPONSOR BANK AND REFUND ACCOUNT BANK							
Bank of Maharashtra	Suyojit Sankul, Tilakwadi Road Nashik-422002	9209055023, 9423641052	brmgr672@bankofmaharashtra.bank.in; bom672@bankofmaharashtra.bank.in	dzmashik@mahabank.co.in	Bankof maharashtra.bank.in	Bibhuti Bhushan Behera	INBI00000066

Self-Certified Syndicate Banks

The list of banks that have been notified by SEBI to act as the SCSBs for the ASBA and UPI Mechanism process is provided on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes and www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40 respectively as updated from time to time. For a list of branches of the SCSBs named by the respective SCSBs to receive the ASBA Forms and UPI Mechanism through app/web interface from the Designated Intermediaries, refer to the above-mentioned links.

LIST OF SELF CERTIFIED SYNDICATE BANKS (SCSBs) UNDER THE ASBA PROCESS

Sr. No.	Name of the Bank	Controlling Branch & Address	Contact Person	Telephone Number	Fax Number	Email
1.	Axis Bank Ltd.	Centralised Collections and Payment Hub (CCPH) 5th Floor, Gigaplex, Building No. 1, Plot No.I.T.5, MIDC, Airoli Knowledge Park, Airoli, Navi Mumbai – 400708	Mangesh M Phalke	022 - 71315878	-	mangesh.phalke@axisbank.co
2.	Bandhan Bank	DN 32 , Salt Lake City Sector V Kolkata , 700091	Amit Khanra	033-66090909, Ext 3078	-	asba.business@bandhanbank.com
3.	Bank of Baroda	MUMBAI MAIN OFFICE , BANK OF BARODA BUILDING , 10/12 MUMBAI SAMACHAR MARG , MUMBAI - 400023	SURAJ GOND	022-40468314 , 40468316	-	asba.fortap@bankofbaroda.com
4.	Bank of India	STOCK EXCHANGE BRANCH, P J TOWERS, BSE BUILDING, GROUND FLOOR, DALAL STREET,FORT MUMBAI-23"	SANKET SUDKE	9158688142	-	stockexchange.mumbaisouth@bankofindia.co.in
5.	Bank of Maharashtra	Bank of Maharashtra, Janmangal Building, Demat Cell, Ground Floor,45/47, Mumbai Samachar Marg, Fort 400023	Minal Mhatre	022-22626748	-	demat_mum@mahabank.co.in
6.	Barclays Bank PLC	801/808 Ceejay House,Shivsagar Estate .Dr. Annie Besant Road,Worli Mumbai -400 018.	PARUL PARMAR	022- 67196567	-	parul.parmar@barclays.com
7..	BnP Paribas	BNP Paribas House, Maker Maxity, Bandra Kurla Complex, Bandra E, Mumbai-51	Shanil George	9702777573	-	shanil.george@asia.bnpparibas.com

TERM SHEET

8.	Canara Bank	NationalStock Exchange Branch, 11th Floor, 115, Atlanta Building Nariman Point Mumbai -400001	Ranganath Avala	022-22028235	-	cb2422@canarabank.com
9.	Central Bank of India	Ground floor, Central Bank of India, Central Bank Building, Fort, Mumbai 400001	ABHISHEK SINHA	7506369903	-	agmmum4082@centralbank.co.in
10.	Citibank, N.A.	Kalapurnam Building, Municipal market, CG Road, Ahmedabad – 380009	Priyank Patel	079- 40015812	-	priyank.patel@citi.com
11.	City Union Bank Ltd	DP Division - City Union Bank Ltd Business Development Centre (BDC), MCM Towers, 4th Floor	Malathi Chandrasekar / Prabhu.N	9380351761/ 7397373522 / 044-22501913	-	cubdp@cityunionbank.in, malathi.chandrasekar@cityunionbank.in
12.	DBS Bank Ltd	DBS Bank India Limited, Express Towers, Ground Floor, Nariman Point, Mumbai 400021	Sumesh Shetty	“91 22 66388888 91 22 49384545”	-	sumeshshetty@db.com nitinbhujbalrao@db.com deepakpillai@db.com sunilpojjari@db.com gunapalshetty@db.com richatiwari@db.com
13	DEUTSCHE BANK AG	110 sidharah s v road khar west 400052	GAURI CHAUDHARI	022-66009417	-	gauri.chaudhari@db.com
14.	Dhanlaxmi Bank Ltd	Department of Demat Services, 3rd Floor ,DLB Bhavan , Punkunnam , Thrissur - 680 002, Kerala.	Ms .Lakshmi	04876627012/04876627074. Mob: 9746301024	-	lakshmi.v@dhanbank.co.in
15.	The Federal Bank	Retail Business Department 7th Floor Federal Towers Ernakulam 682031	Jophit Paul	0484-2201721	-	Jophit@federalbank.co.in
16.	HDFC BANK LIMITED	HDFC Bank Limited,BTI OPS O-3 Level,Lodha I Think Techno Campus, Next to Kanjurmarg Railway Station,Kanjurmarg (East).Mumbai 400042	Siddharth Jadhav/ Prasanna Uchil/ Neerav Desai	022-30752928 / 022-30752914 / 022-30752929	-	siddharth.jadhav@hdfcbank.com,prasanna.uchil@hdfcbank.com, neerav.desai@hdfcbank.com,
17.	HSBC	HSBC Technology and Services - operational services , India NESCO, Building No – 3, Level 10,Western Express Highway, Goregaon (East), Mumbai - 400063	Mrs. Priti Sikaria Mrs. Nisha A Shetty Mr. Venkatesh A Kairamkonda Mr. Santosh N Bawkar	61224878 / 45054878 61223253 / 45053253 61223257 / 45053257 61223216 / 45053216	-	inm.pcm.coll.ipo@hsbc.co.in priti.sikaria@hsbc.co.in nisha.a.shetty@hsbc.co.in venkatesh.a.kairamkonda@hsbc.co.in santoshbawkar@hsbc.co.in
18.	ICICI Bank Limited	ICICI Bank Limited, CMD,1st Floor,122 Mistry Bhawan,Dinshaw Vachha Road,Churchgate,Mumbai-400020	Mr Saurabh Kumar	22-66818911	-	kmr.saurabh@icicibank.com
19.	IDBI Bank Ltd.	IDBI Bank Limited Central Processing Unit, Annex Building,3rd Floor, Plot No 39/40/41, Sector 11, CBD Belapur, Navi Mumbai Pin :400614	Shri Sanjay Panwar / Shri Amit Mehta	022- 66700501 / 022-66700528	-	asbaops@idbi.co.in
20.	Indian Overseas Bank	Mezzanine Floor, Cathedral Branch, 762 Anna Salai, Chennai 600 002	Mr. K.R. Asokan	044 - 28513616	-	deposit@iobnet.co.in
21.	IndusInd Bank Limited	IndusInd Bank Ltd. 5th floor, PNA House, Street no. 17, Plot no. 57, MIDC, Andheri (East), Mumbai 400093.	Kaushik Chatterjee	9920209335 022-61069318 022-61069316 022-61069320	-	chatterjee.kaushik@indusind.com nseclg@indusind.com
22.	Janata Sahakari Bank Ltd.	Depository Cell.- Bharat Bhavan, 1360,Shukrawar Peth, Behind Saraswati Mandir Prashala, Bajirao Road, Pune - 411002	Mr.Sachin Dhawale	9503058993	-	sachin.dhawale@janatabankpune.com depository@janatabankpune.com jsbnsdl@dataone.in
23.	Karnataka Bank Limited	HO Complex Branch, Mangalore-02	Branch Manager	0824-2228266	-	asba@ktkbank.com
24.	The Karur Vysya Bank Ltd	DEMAT CELL, No 1, Padmavathiyar Road Off Peters Road, 4th Floor, Gopalapuram, Chennai, Tamil Nadu, 600086	R RANJANI	044-28359243, 28359244, 28359246, 28359248 Mobile - 8489701666	-	kvbdp@kvbmail.com,ranjanir@kvbmail.com
25.	Kotak Mahindra Bank Ltd	Kotak Infinity, 6th Floor, Building No. 21, Infinity Park, Off Western Express Highway, General AK Vaidya Marg,Malad (E) Mumbai 400097	Prashant Sawant	91-22-66056588	-	prashant.sawant@kotak.com
26.	The Lakshmi Vilas Bank Ltd	104, Bharath House, BS Marg, Fort Mumbai 400001	C.B. Gayathri	022-22672247/22672255	-	asba_nodal@lvbank.in
27.	The Mehsana Urban Co-Op. Bank Ltd.	Head Office, Urban Bank Road, Highway, Mehsana - 384002	Branch Manager	+91-2762-251908	+91-2762-240762	asba@mucbank.com
28.	Nutan Nagarik Sahakari Bank Ltd.	Opp Samratheshwar Mahadev, Nr. Law Garden, Ellisbridge	Mr. Nirav Shah	079-26425591, 26564715	-	asba@nutanbank.com
29.	Punjab National Bank	Plot No C-9, G-Block, Pragati Tower, Mezzanine Floor, Bandra Kurla Complex, Bandra E, Mumbai 400 051	Mr. Arjun Moolchandani (Branch Head) / Mr. Rakesh Bhimrao Jagtap	9558908550/8291147822	-	bo7538@pnb.co.in; asba@pnb.co.in; rbjagtap@pnb.co.in
30.	Rajkot Nagarik Sahakari Bank Ltd.	RAJKOT NAGARIK SAHAKARI BANK LTD. DEMAT DEPARTMENT, NAGARIK BHAVAN No.1, PARA BAZAR, DHEBAR ROAD, RAJKOT-360001. GUJARAT.	DWARKESH ZINZUVADIYA	(0281) 2236913/14/15/16	-	asba@rnsbindia.com
31.	RBL BANK LIMITED	Techniplex – I, 9th Floor, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062	Shashikant Sanil	022-49141187, 022-49141391, 022-49141164	-	asba_ops@rblbank.com
32.	Saraswat Co-operative Bank Limited	110-111 & 129-131, Vyapar Bhavan 1st floor, 49, P.D mello Road, Carnac Bunder , Masjid. Mumbai 400 009.	Namrata Patkar	9833853792	-	namrata.patkar@saraswatbank.com user.demat@saraswatbank.com ulhas.raikar@saraswatbank.com

TERM SHEET

33.	The South Indian Bank Ltd.	RETAIL BANKING DEPARTMENT, ASBA CELL, 2ND FLOOR, SHANU TOWER, NO. IV/461 A, NORTH KALAMASSERY, ERNAKULAM-683104, KERALA, INDIA	RADHAMADHAV S PRABHU	+91 9159866022	-	asba@sib.co.in
34.	Standard Chartered Bank	3rd floor, Crescenzo, Cash Management Unit, G Block, Opp MCA club, Bandr Kurla complex, Bandra East, Mumbai -400051	Ajay Rajpal/Nitin Chorge	61158407/61157271 9833833639 9769950126	-	Ajay.Rajpal@sc.com Nitin.Chorge@sc.com
35.	State Bank Of India	Capital Market Branch - Third Floor Mumbai Main Branch Mumbai Samachar Marg, Fort, Mumbai 400 023	Indrakant Chuarasia Cm & Co Grace Elen Thomson Assistant Manager	022-22719113/114/102	-	nib.11777@sbi.co.in: sbi.11777@sbi.co.in
36.	State Bank Of India	Capital Market Branch, Third Floor Mumbai Main Branch Mumbai Samachar Marg, Fort, Mumbai 400 023	Indrakant Chuarasia Cm & Co Grace Elen Thomson Assistant Manager	022-22719113/114/102	-	nib.11777@sbi.co.in: sbi.11777@sbi.co.in
37.	SVC Co-Operative Bank Ltd	Thane Regional Office Address, 6th Floor, Dosti Pinnacle, Road no 22, Wagle Estate, Thane 400606	Mr.Mukesh Singh	9820851482	-	singhmt@svcbank.com
38.	SYNDICATE BANK	SYNDICATE BANK, CAPITAL MARKET SERVICE BRANCH - FIRST FLOOR SYNDICATE BANK BUILDING, 26A SIR P M ROAD, FORT, MUMBAI 400001	MS. VALSALA C	9322798091	-	cmssc@syndicatebank.co.in
39.	Tamilnad Mercantile Bank Ltd	DPS Cell, 3rd Floor, D No.269/2-4, Avvai Shanmugam Salai, Royapettah, Chennai - 600014	Mr.P.Jegatheeswaran	044-28130552, 044-28131574, 09842442678	-	dps@tmbank.in
40.	The Ahmedabad Mercantile Coop Bank Ltd	Head office :- "Amco House", Nr. Stadium Circle, Navrangpura, Ahmedabad-09	Nimesh Parikh	079-26426582-84-88	-	asba@amco-bank.com
41.	TJSB Sahakari Bank Ltd	Anant Laxmi Chambers Shivajinagar, Off Gokhale Road, Naupada Branch, Thane - 400602.	Ms Prajakta Joglekar	Tel : 2540 3354, 2540 3359	-	tjsb.003@tjsb.co.in
42.	Union Bank of India	66/80, MUMBAI SAMACHAR MARG, FOR, MUMBAI-400023	JAYA GADEKAR	022-22629404, 411 / 9930835216	-	asba@unionbankofindia.com
43.	YES Bank Limited	YES BANK Ltd-18th Floor, Empire Tower Reliable Tech Park Cloud City Campus Plot no. 31, Thane-Belapur Road Airoli, Navi Mumbai - 400708	Sachin Shinde/ Jagdish More/Priyesh Dhondtarkar/ Milind Mulye	022-68547260 Mob- 9819995609 / 7506246614/ 9821571249/ 9967966878	-	dlbtiservices@yesbank.in / Sachin.Shinde@YESBANK.IN / Priyesh.Dhondtarkar@YESBANK.IN / Jagdish.More@YESBANK.IN / milind.mulye2@yesbank.in

ASBA Applicants may approach any of the above banks for submitting their application in the Issue. For the complete list of SCSBs and their Designated Branches please refer to the website of SEBI (<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes>). A list of SCSBs is also displayed on the website of NSE at www.nseindia.com and BSE at www.bseindia.com.



(Please scan this QR code to view the Offer Document)

TERM SHEET

SUMMARY OF TERM SHEET

Security Name	8.05% NMC GREEN BONDS - SERIES- II
Issuer	Nashik Municipal Corporation (“NMC”/ “Corporation”/ “Issuer”)
Type of Instrument	Rated, Listed, Taxable, Unsecured, Redeemable, Non-Convertible Green Municipal bonds in the nature of debentures (hereinafter referred to as “Green Bonds”/ “Bonds”/ “Debentures”/ “NCDs”)
Seniority	Senior (to clarify, the claims of the NCD Holders shall be superior to the claims of any unsecured creditors, subject to applicable statutory and/or regulatory requirements)
Mode of Issue	Public Issue by Nashik Municipal Corporation of up to 20,00,000 (Twenty Lakhs) Unsecured, Rated, Listed, Taxable, Redeemable, Non-Convertible Green Municipal Bonds of face value of Rs 1,000 each, (comprising of 8 (Eight) separately transferable and redeemable principal parts (“STRPP”) namely 1 STRPP A of face value of Rs 125, 1 STRPP B of face value of Rs 125, 1 STRPP C of face value of Rs 125, 1 STRPP D of face value of Rs 125, 1 STRPP E of face value of Rs 125, 1 STRPP F of face value of Rs 125, 1 STRPP G of face value of Rs 125 and 1 STRPP H of face value of Rs 125) for an amount of ₹100 Crore (Rupees One Hundred Crore) (“Base Issue Size”) with a green shoe option of up to ₹ 100 crore (Rupees One Hundred Crore) (“Green Shoe Option”) aggregating up to Rs 200 crores (“Total Issue Size”) under Securities and Exchange Board of India (Issue and Listing of Municipal Debt Securities) Regulations, 2015, as amended from time to time.
Eligible investors	Please see the section titled “Issue Procedure – Applicable Process” on page 95 of the Offer Document.
Listing (including name of Stock Exchange(s) where it will be listed and timeline for listing)	The Green Bonds/ NCDs are proposed to be listed on BSE Limited and National Stock Exchange of India Limited. The NCDs shall be listed within 3 (three) Working Days from the Issue Closing Date.
Rating of the Instrument	The Bonds proposed to be issued by the Nashik Municipal Corporation have been rated by CRISIL and India Ratings. CRISIL has assigned a rating of ‘Provisional CRISIL AA+/Stable’ vide its letter dated January 14, 2026, revalidated vide its letter dated February 17, 2026 and has issued a rating rationale dated January 13, 2026, India Ratings has assigned a rating of ‘Provisional IND AA+/Stable’ vide its letter January 14, 2026, in respect of the Bonds revalidated vide its letter dated February 16, 2026 and has issued a rating rationale dated January 14, 2026.
Base Issue Size	Rs 100.00 Crore
Option to retain over subscription	Up to Rs 100.00 Crore
Total Issue Size	Up to Rs 200.00 Crore (including Green Shoe Option)
Minimum Subscription	75% of the Base Issue Size i.e., 75 crores
Objects of the issue	The Net proceeds of the Green bonds will be utilized for funding the capital expenditure to be incurred towards Augmentation of Mukane Water Supply Scheme, Water Treatment Plant (WTP), Construction of Gravity Main from Vilholi to Gandhinagar, Sadhugram & Nilgiri Baug WTP for Sinhastha Kumbh (“Project”).
Details of the utilization of the proceeds	The Net Proceeds of the Issue shall be utilized for the Projects. The details of the Projects along with the details/ status of any prior requisite approvals required, if any for such Projects have been detailed in the section titled “ <i>Objects of the Issue</i> ” in Offer Document.
Coupon rate	Please see section titled “Issue Structure – Specific Terms for NCDs” on page 72 of the Offer Document
Taxable/Tax free	Taxable
Step Up/Step Down	N.A.
Coupon payment frequency	On a Half-Yearly basis

TERM SHEET

Coupon payment dates	Please see section titled “Issue Structure –Specific Terms for NCDs” on page 72 of the Offer Document																																								
Coupon Type	Fixed																																								
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)	N.A.																																								
Day Count Basis	Actual/ Actual																																								
Interest on Application Money	N.A.																																								
Tenor	<p>The redemption dates/ maturity dates (“Redemption Date(s)”/ “Maturity Date(s)”) for each of the STRPPs are as follows:</p> <p>STRPP A of an NCD – 3 years from Deemed Date of Allotment; STRPP B of an NCD – 4 years from Deemed Date of Allotment; STRPP C of an NCD – 5 years from Deemed Date of Allotment; STRPP D of an NCD – 6 years from Deemed Date of Allotment; STRPP E of an NCD – 7 years from Deemed Date of Allotment; STRPP F of an NCD – 8 years from Deemed Date of Allotment; STRPP G of an NCD – 9 years from Deemed Date of Allotment; STRPP H of an NCD – 10 years from Deemed Date of Allotment</p> <table border="1"> <thead> <tr> <th>Sub-Series</th> <th>Tenor (in years)</th> <th>As %age of issue size</th> <th>Amount (in Crore)</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>3</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>B</td> <td>4</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>C</td> <td>5</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>D</td> <td>6</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>E</td> <td>7</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>F</td> <td>8</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>G</td> <td>9</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>H</td> <td>10</td> <td>12.50%</td> <td>25</td> </tr> <tr> <td>Total</td> <td></td> <td>100%</td> <td>200</td> </tr> </tbody> </table>	Sub-Series	Tenor (in years)	As %age of issue size	Amount (in Crore)	A	3	12.50%	25	B	4	12.50%	25	C	5	12.50%	25	D	6	12.50%	25	E	7	12.50%	25	F	8	12.50%	25	G	9	12.50%	25	H	10	12.50%	25	Total		100%	200
Sub-Series	Tenor (in years)	As %age of issue size	Amount (in Crore)																																						
A	3	12.50%	25																																						
B	4	12.50%	25																																						
C	5	12.50%	25																																						
D	6	12.50%	25																																						
E	7	12.50%	25																																						
F	8	12.50%	25																																						
G	9	12.50%	25																																						
H	10	12.50%	25																																						
Total		100%	200																																						
Redemption Date/ Maturity Date	<p>The redemption dates/ maturity dates (“Redemption Date(s)”/ “Maturity Date(s)”) for each of the STRPPs are as follows:</p> <ul style="list-style-type: none"> • STRPP A - at the end of the 3rd anniversary of the Deemed Date of Allotment for STRPP A; • STRPP B – at the end of the 4th anniversary of the Deemed Date of Allotment for STRPP B; • STRPP C – at the end of the 5th anniversary of the Deemed Date of Allotment for STRPP C; • STRPP D – at the end of the 6th anniversary of the Deemed Date of Allotment for STRPP D; • STRPP E – at the end of the 7th anniversary of the Deemed Date of Allotment for STRPP E; • STRPP F – at the end of the 8th anniversary of the Deemed Date of Allotment for STRPP F; • STRPP G – at the end of the 9th anniversary of the Deemed Date of Allotment for STRPP G; • STRPP H – at the end of the 10th anniversary of the Deemed Date of Allotment for STRPP H; 																																								

TERM SHEET

Redemption Amount	Principal repayment to happen annually, from the expiry of 3(Third) year from the Deemed Date of Allotment, in 8 (Eight) annual installments of: STRPP A – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 3 rd anniversary of the Deemed Date of Allotment; STRPP B – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 4 th anniversary of the Deemed Date of Allotment; STRPP C – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 5 th anniversary of the Deemed Date of Allotment; STRPP D – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 6 th anniversary of the Deemed Date of Allotment; STRPP E – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 7 th anniversary of the Deemed Date of Allotment; STRPP F – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 8 th anniversary of the Deemed Date of Allotment; STRPP G – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 9 th anniversary of the Deemed Date of Allotment; STRPP H – aggregate principal amount of ₹ 25 crore (rupees Twenty Five Crore) to be repaid at the end of the 10 th anniversary of the Deemed Date of Allotment; Each STRPP will be redeemed at face value on the respective Redemption Dates. Together with the principal amount as set out hereinabove, the Issuer shall also be required to make payment of accrued Coupon and all other costs, charges and expenses which are due and payable in terms of the Transaction Documents.
Redemption Premium / Discount	Not applicable
Issue Price	Face Value of ₹ 1,000/- per NCD consisting of 8 (Eight) STRPPs having different ISINs (i.e. 1 STRPP A, 1 STRPP B, 1 STRPP C, 1 STRPP D, 1 STRPP E, 1 STRPP F, 1 STRPP G, and 1 STRPP H) with face value of each STRPP being ₹ 125/- (Rupees One Hundred Twenty Five) each.
Discount at which security is issued and the effective yield as a result of such discount	Not applicable
Put Option Date	Not applicable
Call Option Date	Not applicable
Put Option Price	Not applicable
Call Option Price	Not applicable
Put Notification Time	Not applicable
Call Notification Time	Not applicable
Face Value	Each NCD shall have a face value aggregating to ₹ 1,000/- (Rupees One Thousand only). Each NCD would comprise of 8 (Eight) STRPPs having different ISINs (i.e. 1 STRPP A, 1 STRPP B, 1 STRPP C, 1 STRPP D, 1 STRPP E, 1 STRPP F, 1 STRPP G and 1 STRPP H) with face value of each STRPP being ₹ 125/- (Rupees One Hundred Twenty Five) each.
Minimum Application Size and in multiples thereof	₹ 10,000/- (i.e. 10 NCDs comprising of 10 STRPP A , 10 STRPP B, 10 STRPP C, 10 STRPP D, 10 STRPP E, 10 STRPP F, 10 STRPP G and 10 STRPP H) and in multiple of 1(One) NCD (comprising of 1 STRPP A , 1 STRPP B, 1 STRPP C, 1 STRPP D, 1 STRPP E, 1 STRPP F, 1 STRPP G and 1 STRPP H) thereafter.
Trading Lot	1 (One) STRPP of ₹ 125/- (Rupees One Hundred Twenty Five only)
Issue Timing	Wednesday, February 25, 2026 to Monday, March 02, 2026

TERM SHEET

Issuance mode of the Instrument	Dematerialised form only
Trading mode of the Instrument	STRPPs will be traded in dematerialised form only
Settlement mode of the Instrument	Please refer to the chapter titled “Terms of the Issue – Payment on Redemption” on page 87 of the Offer Document
Depository	NSDL and CDSL
Business/ Working Day Convention	<p>In accordance with the SEBI (Issue and Listing of Non- Convertible Securities) Regulations, 2021, Business day/Working day shall mean all days on which commercial banks in the Nashik are open for business.</p> <p>In respect of the time period between the Issue Closing Date and the listing of Bonds on the Stock Exchanges and with respect to the record date, working day shall mean all trading days of the Stock Exchanges for Bonds, excluding Saturdays, Sundays and bank holidays in Mumbai, as specified.</p> <p>If the date of payment of coupon/redemption of principal does not fall on a Working Day, the payment of coupon/principal shall be made in accordance with SEBI Master Circular dated October 15, 2025 bearing reference SEBI/HO/DDHS/PoD/P/ CIR/2025/0000000137, as amended from time to time.</p> <p>If the coupon payment date falls on a Sunday or a holiday, the coupon payment shall be made on the next Business day. However, the dates of the future payments would continue to be as per the schedule originally stipulated in the Offer Document.</p> <p>If the redemption/maturity date of the STRPP falls on a Sunday or a holiday, the redemption proceeds shall be paid on the previous working day. In such case, along with the redemption proceeds, the coupon accrued on such STRPP shall also be paid on the previous working day as per the cash flows provided in the Offer Document.</p> <p>If a leap year (i.e. February 29) falls during the tenor of the bonds, then the number of days shall be reckoned as 366 days (actual/ actual day count convention) for the entire year, irrespective of whether the interest is payable annually, half yearly, quarterly or monthly.</p> <p>For the purpose of clarification, the payment of interest/redemption shall be made only as per the cash flows provided in the Offer Document</p> <p>Payment of coupon/interest will be subject to the deduction of tax as per Income Tax Act, 1961 (if applicable) or any statutory modification or re-enactment thereof for the time being in force.</p>
Record Date	<p>The record date for payment of coupon/interest in connection with the NCDs or repayment of principal in connection therewith shall be 15 (fifteen) Calendar Days prior to the date on which coupon/interest payment is due and payable, and/or in case of redemption, the relevant Redemption Date/ Maturity Date for each relevant STRPP or such other date as may be determined by the Bond Issuance Committee / authorised officer(s) of the Bond Issuance Committee of the Corporation (as permitted under applicable law) thereof from time to time in accordance with the applicable law.</p> <p>In case the record date falls on a day when the Stock Exchange is having a trading holiday, the immediate preceding trading day or a date notified by the Bond Issuance Committee of the Corporation to the Stock Exchange, will be deemed as the record date.</p> <p>In case of Redemption Date/ Maturity Date of any STRPP, the trading in the respective STRPP shall remain suspended between the record date and the Maturity Date/ Redemption Date.</p>

TERM SHEET

<p>Cash Collateral (Upfront Fixed Deposit-2/ Sinking Fund Fixed Deposit)</p>	<p>The Issuer shall, 1 (One) day prior to the Pay-in Date, create upfront Fixed Deposit in terms of the Transaction Documents for an amount equivalent to 10% (Ten percent) of the total bond issue size (“Upfront FD-2”)</p> <p>The Upfront FD-2 shall be utilized in accordance with the Principal Repayment (Sinking Fund) mechanism defined in the structured payment mechanism below and at the end of 86th months from the deemed date of allotment, the said fixed deposit amount shall be transferred to the Sinking Fund Account.</p> <p>The Issuer hereby agrees and undertakes that it shall, at all times maintain the Sinking Fund Fixed Deposit and the same shall always be lien marked to the debenture trustee in terms of the Transaction Documents until the amount gets transferred to the Sinking Fund Account at the end of 86th months from the deemed date of allotment.</p>
<p>Security (where applicable) (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security).</p>	<p>The Debentures are Unsecured in nature.</p> <p>The value of assets being offered may be less than one hundred per cent of the amounts payable towards the principal amount of the NCDs together with all the interest/coupon due and payable on the NCDs, as well as costs, charges, all fees, remuneration of Debenture Trustee and expenses payable in respect thereof.</p> <p>However, under the Structured Payment Mechanism stated in the Term Sheet, the Debenture Trustee on behalf of the Debenture holders shall have a charge over the following:</p> <ul style="list-style-type: none"> (a) First pari passu charge by way of hypothecation over present and future receivables pertaining to entire own revenues/cash flows of the Corporation; (b) First pari passu charge over the Escrow Account and the account(s) where the entire own revenues/cash flows are collected and/ or pooled by Nashik Municipal Corporation (collection account(s)), in each case to the extent of the own revenues/cash flows gets collected and/ or pooled in each of such accounts; <p>‘Own Revenues/Cash flows’ here shall mean the revenues/cash flows being directly levied and collected/recovered by the Issuer and not being the revenues/cash flows received from the Government in the form of Grants, contributions & subsidies, assigned revenues & compensations or others. The revenues/cash flows being directly levied and collected/recovered by the Issuer include Tax Revenue, Fees, User Charges and Fines, Income from Investments, Interest Earned, Other Income, Rental Income from Municipal Properties, Sale & Hire Charges and such other Incomes.</p> <ul style="list-style-type: none"> (c) First and exclusive charge over the Interest Payment Account- II (including the DSRA Amount), Upfront FD-2, Sinking Fund Account-II being opened for the issue, the funds lying in each such account and any investment(s) made from these account(s); (d) Exclusive charge over the investments made in terms of paragraph 10 and paragraph 11 under the head of term ‘Structured Payment Mechanism’ below (“Permitted Investment(s)”). <p>The security interest/security documents stipulated above shall be collectively referred to as the “Security”.</p> <p>The creation of such security by the Issuer shall be sufficient compliance of the Issuer’s obligation to create security.</p> <p>Security Creation Timelines</p> <ul style="list-style-type: none"> (a) The Security shall be created prior to making the listing application for the NCDs with the Stock Exchange(s). (b) In the event the above stipulated Security is not created and/or perfected within the timelines as mentioned above the NCDs shall carry additional interest, over and

TERM SHEET

	<p>above the Coupon Rate, at the rate of 2.0% (two percent) per annum, if any, on the NCDs, computed from the date falling after the expiry of the time period provided above, till creation and perfection of the relevant Security and/or till the execution of the relevant Security Documents.</p>
<p>Escrow Account</p>	<p>NMC had issued bonds aggregating to Rs 200 Crore in November 2025 (“7.80%NMC CLEAN GODAVARI BONDS 2030 SERIES - I”). For the said bonds issue, NMC had created first pari passu charge on the own revenues/cash flows are collected and/ or pooled by Nashik Municipal Corporation (collection account(s)) and created escrow mechanism on the said revenues/cash flows in line with the structured payment mechanism stipulated for the bonds issue. NMC is maintaining a no-lien escrow account i.e. “NMC ESCROW ACCOUNT” with Bank of Maharashtra with Account No. 60556228255 for the said purpose and the funds lying in account(s) in which own revenues/cash flows are collected and/ or pooled by Nashik Municipal Corporation (collection account(s)) by the NMC are being transferred to the Escrow Account for the debt servicing on daily basis. Now, for the present Issue, NMC is creating a first pari passu charge and escrow mechanism in favor of the NCD Holders on the own revenues/cash flows of NMC along with the existing bond holders as mentioned above and the Debenture Holders/Debenture Trustee on behalf of Debenture Holders shall have first pari passu charge (along with the existing bond holders) over the Escrow Account and the Collection Account(s) of the Issuer. The funds lying in this escrow account would be available proportionately towards the debt service requirements for the present Issue along with the earlier Issue (“7.80%NMC CLEAN GODAVARI BONDS 2030 SERIES - I”)</p> <p>Proportion of charge, on the Escrow Account and the Collection Account(s) of the Issuer, between the bond holders of the existing bond issue and the present Issue – 200:200 (determined on the basis of principal amount outstanding in each issue) (at the time of issue which may vary in future depending upon the outstanding liabilities of the existing and the present issue).</p>
<p>Required DSRA Amount</p>	<p>For ensuring maintenance of the Required DSRA Amount, the Interest Payment Account- II shall be funded 1 (One) day prior to the Pay-In Date with an amount equal to the 2 (Two) succeeding coupon payments (i.e. one year interest obligation) required to be paid by the Issuer in respect of the Debentures ("Required DSRA Amount"). The amounts lying in, or credited into, the Interest Payment Account- II from time to time towards maintenance of the Required DSRA Amount, shall be hereinafter referred to as the "DSRA Amount". In the event of any utilization from the DSRA Amount, the Issuer shall be obliged to replenish the same as per the Interest Payment Mechanism below. Further, as the interest liability would progressively come down after the peak, the Issuer would be permitted to take out the excess DSRA progressively under intimation to the Debenture Trustee, subject to: (i) no unresolved breach of any covenant or event of default, (ii) no shortfall in any of the Interest Payment Account-II (including the Required DSRA Amount) or Upfront FD-2 or the Sinking Fund Account-II.</p>
<p>Structured Payment Mechanism</p>	<p>1. The Issuer has opened a no-lien Escrow Account for servicing the coupon and principal payment to the bond holders of the existing bond issue and the present Issue of Green Bonds. The funds lying in this Escrow Account would be available proportionately towards the debt service requirements for the present Issue with the earlier issue.</p> <p>Further, the Issuer shall open the following accounts for servicing the Coupon and principal amount of the Debentures for the exclusive benefit of the Debenture Holders:</p> <ol style="list-style-type: none"> a) Interest Payment Account-II b) Sinking Fund Account-II

2. The Issuer has set up the separate no-lien Escrow Account and the funds lying in account(s) in which the Issuer's own revenues/cash flows gets collected and/ or pooled by the Issuer are being transferred to the Escrow Account for debt servicing on daily basis. Debenture Holders/ Debenture Trustee on behalf of Debenture Holders shall have first pari passu charge over the Escrow Account and the account(s) where **own revenues/cash flows** gets collected and/ or pooled by the Issuer.

'Own Revenues/Cash flows' here shall mean the revenues/cash flows being directly levied and collected/recovered by the Issuer and not being the revenues/cash flows received from the Government in the form of Grants, contributions & subsidies, assigned revenues & compensations or others. The revenues/cash flows being directly levied and collected/recovered by the Issuer include Tax Revenue, Fees, User Charges and Fines, Income from Investments, Interest Earned, Other Income, Rental Income from Municipal Properties, Sale & Hire Charges and such other Incomes.

The Interest Payment Account-II is an account from which the interest payments on the Debentures will be serviced and the Required DSRA Amount (as hereinafter defined) will also be maintained as per the requirements of the SEBI circular in relation to 'Continuous disclosures and compliances by listed entities under SEBI (Issue and Listing of Municipal Debt Securities) Regulations, 2015' dated November 13, 2019, bearing reference no. SEBI/HO/DDHS/CIR/P/134/2019.

3. The Sinking Fund Account-II is an account from which the principal redemptions of the STRPPs/NCDs will be made.

4. The funds lying in the Escrow Account shall be used in the following priority:

- (a) The funds should be first utilized to fund any shortfall in required DSRA amount (in case of utilization of the DSRA amount), Upfront FD-2 (in case of utilization of the Upfront FD-2 amount), Interest payment account-II and the sinking fund account-II as per the interest payment and sinking fund mechanism defined below;
- (b) Thereafter, the funds should be utilized to accumulate the Minimum Balance in Escrow Account. The Minimum Balance to be maintained in any monthly period expiring on the Transfer Date (Transfer date here means last date of any monthly period) shall be the amount to be transferred to the Interest Payment Account-II and Sinking Fund Account- II on the Transfer Date;
- (c) The Minimum Balance shall not be used for any purpose other than transfer to the Interest Payment Account- II and Sinking Fund Account- II;
- (d) The surplus funds, if any, after first accumulating the Minimum Balance can thereafter be transferred to the general fund account(s) in accordance with a one-time written instruction providing for such transfer is given by the Debenture Trustee for such monthly period provided however that, in case of a shortfall in any of the Interest Payment Account- II (including towards maintenance of the Required DSRA Amount) or Sinking Fund Account-II, or Upfront FD-2 amount, no transfer to the general fund account(s) shall be effected and the surplus funds shall first be utilised towards funding the relevant account in which there is a shortfall.

In case of any shortfall in the Escrow Account to the tune of Minimum Balance, the Issuer shall make good the shortfall from the funds from other account(s) to Escrow Account as per the terms of the transaction documents.

On a monthly basis, on each Transfer Date, the Minimum Balance maintained as indicated above shall be transferred to the Interest Payment Account-II and Sinking Fund Account-II. The Issuer, with the prior written consent of the Debenture Trustee can transfer the Minimum Balance maintained in Escrow Account to the Interest Payment Account-II and the Sinking Fund Account-II on any day prior to the Transfer Date.

It is hereby clarified that, notwithstanding the appropriation of any amount from the Escrow Account to fund the shortfall in Interest Payment Account-II (including the required DSRA amount), Upfront FD-2 (in case of utilization of the amount deposited in the Upfront FD-2) and Sinking Fund Account-II, the obligation of the Issuer to fund the Interest Payment Account-II and Sinking Fund Account-II to the extent of the Minimum Balance no later than the monthly Transfer Date shall continue until the Final Settlement Date.

5. The following amounts will be required to be transferred to the Interest Payment Account-II and the Sinking Fund Account-II from the Escrow Account as mentioned above each year (Each year here means each period of 12 months from the Deemed Date of Allotment until the Maturity Date and is also referred to as '12 month block') on first priority basis along with Series-I.

a. **Interest payment Account (IPA-II)** – Half-yearly interest amount shall be divided into five equal parts and each part shall be transferred to IPA-II every month for 5 months. Accordingly, 20% of the half yearly coupon payment (along with any further interest payable (by whatsoever name called) as per the terms of the issuance and any shortfall in earlier contribution) shall be transferred to IPA-II each month as follows:-

- (i) 1st half year - from 1st to 5th Month
- (ii) 2nd half year - from 6th to 10th Month

b. **Sinking Fund Account (SFA-II)** – Total issue size of the Debentures (Rs 200 Crore) shall be divided into 8 parts and each part (₹25 Crore) shall be transferred to SFA-II in each of the 1st to 8th year.

1st to 7th year

Further, this one part (₹25 Crore) to be transferred to SFA-II in each of the first Seven years shall be sub-divided into 10 sub-parts and each sub-part (₹ 2.5 Crore) (along with any shortfall in earlier contribution) shall be transferred to SFA-II each month for first 10 months. Accordingly, 12.5% of total issue size shall be transferred each year for the first 7 years out of which 1.25% of the total issue size each month for first 10 months of each year;

8th year

Out of the remaining Rs 25 Crore (12.5% of the total issue size) to be transferred in the 8th year;

- i) Rs 5 Crore shall be sub-divided into 2 sub-parts and each sub-part (Rs. 2.5 Crore) (along with any shortfall in earlier contribution) shall be transferred to SFA-II each month for first 2 months.
- ii) Rs 20 Crore shall be transferred to the Sinking Fund Account-II in lumpsum from Upfront Fixed Deposit-2 at the end of 86th months from deemed date of allotment.

Once the sinking fund account-II gets completely built up equivalent to the 100% of the total issue size i.e. Rs 200 Crore at the end of 86th month from the deemed date of allotment, there shall be no further transfers to the Sinking Fund Account-II from the Escrow Account.

c. Any shortfall in the funds available in the Escrow Account to complete the aforesaid transfers to the above account(s) shall be made good by the Issuer by transfer from other account(s) of the Issuer.

6. The funds lying in the above-mentioned account(s) shall be utilised in the following manner:

(a) The funds lying in the Interest Payment Account-II (apart from the DSRA Amount) will be first utilized for meeting the Coupon payment to the Debenture Holders. In the event that the balance in the Interest Payment Account-II (apart from the DSRA Amount) is not sufficient for this purpose, the DSRA Amount can be utilized for

meeting such shortfall in the Interest Payment Account-II for making the Coupon payment to the Debenture Holders.

- (b) The DSRA Amount lying in the Interest Payment Account-II, can be used to meet (i) any shortfall in the Interest Payment Account-II for the Coupon payment to be made on any Coupon Payment Date; and thereafter (ii) can be used to meet any shortfall at the time of redemption of the STRPP (upto the excess DSRA amount) on the respective Redemption Date. However, the DSRA Amount cannot be utilized for any other purpose, including (a) to meet any shortfall in contribution to Sinking Fund Account-II except the utilization of excess DSRA Amount at the time of Redemption; and (b) to meet any shortfall in the amounts to be transferred to the Interest Payment Account-II except at the time of actual payment of Coupon on the Debentures.
 - (c) Any surplus amounts available in the Interest Payment Account-II after making the Coupon payment to Debenture Holders (which is over and above the Required DSRA Amount) should be used to make good any shortfall in contribution to Sinking Fund Account-II to the extent required for redemption of the STRPPs on the Redemption Dates.
 - (d) The funds lying in the Sinking Fund Account-II can be used to redeem the Debentures.
 - (e) The Upfront FD-2 can be used (i) to meet any shortfall in the Sinking Fund Account prior to the end of each 12 month block and (ii) to transfer the entire amount in lumpsum to Sinking Fund Account at the end of 86th months from deemed date of allotment.
 - (f) Any funds lying in the above account(s) can be used for making Permitted Investments. However, the funds (including investment(s) shall not, without the approval of the Debenture Trustees, be utilised for any purpose other than as mentioned in paragraph (a) to (e) above.
 - (g) Any surplus funds lying in the above account(s) after the Debentures have been redeemed in full and all dues to the Debenture Holders have been paid can be transferred to the Escrow Account on the written instructions of the Debenture Trustee (acting on the instructions of the Issuer).
7. The Debenture Trustee, on behalf of the Debenture Holders shall have first paripassu charge over the Escrow Account and the Collection Account(s) wherein own revenues/cash flows are being collected/pooled by the Issuer, and exclusive charge on the Interest Payment Account-II (including the DSRA Amount), Sinking Fund Account-II, upfront FD-2 and any permitted investment(s) made from these account(s) for the exclusive benefit of the Debenture Holders(s).
 8. The amount deposited in the Interest Payment Account-II (including the DSRA Amount), Sinking Fund Account-II and Upfront FD-2 shall be used solely for meeting the dues to the Debenture Holders. Any surplus in the above account(s) after the Debentures have been redeemed in full and all the dues to the Debenture Holders have been paid can be transferred to the Escrow Account after obtaining written consent of the Debenture Trustee. No amount can be withdrawn from these account(s) without prior approval of Debenture Trustee.

PERMITTED INVESTMENT

9. The Upfront FD - 2 and the funds lying credited in the Escrow Account (to the extent of the minimum balance), Interest Payment Account-II (including the DSRA Amount) can be kept in fixed deposits with any scheduled commercial bank with a dual rating of AA+ or above. However, the conditions of the fixed deposits shall not restrict premature withdrawal from the fixed deposit. The lien shall be created in favor of Debenture Trustee on all the investments made in terms hereof. The Issuer shall ensure that funds lying in the escrow accounts shall be invested in accordance

with the SEBI ILMDS Regulations and SEBI circulars issued thereunder and Maharashtra Municipal Corporation Act, 1949, to the extent applicable.

10. The funds lying to the credit of Sinking Fund Account-II can be deposited in such instruments which may be permitted both in terms of the SEBI Circulars and also Maharashtra Municipal Corporation Act, 1949. The lien shall be created in favor of Debenture Trustee on all the investments made in terms hereof.
11. Any actual interest income earned and received on the Permitted Investment(s) shall be utilisable by the Issuer, in accordance with the terms set out in the Transaction Documents, only: (a) with the prior approval of the Debenture Trustee; and (b) if there is no shortfall in any of the Interest Payment Account-II (including the Required DSRA Amount) or the Sinking Fund Account-II or Upfront FD-2 amount.
12. The Escrow Account, Interest Payment Account-II (including the Required DSRA Amount) Sinking Fund Account-II and Upfront FD-2 shall be maintained with a scheduled commercial bank rated at least AA+ by two rating agencies throughout the tenor of the Debentures ("Bank"). In case, at any point of time, the rating of senior debt of the Bank falls below AA+ by any rating agency the Issuer shall, with the written consent of Debenture Trustee, move the funds to any other bank satisfying the rating criteria.
13. The Bank shall share statement(s) of these account(s) with Debenture Trustee and the Issuer for such period as may be specified by the Debenture Trustee but not greater than 12 (Twelve) months in any case till such time as the Debentures are redeemed. The Issuer shall share copies of all such reports with the Rating Agencies. The Issuer and Debenture Trustee shall keep the Rating Agencies informed in case of change in the Bank.

Interest Payment Mechanism

The Debenture Trustee shall check the amount lying to the credit of Interest Payment Account -II (which is over and above the Required DSRA Amount) at 25 (Twenty Five) days prior to the Coupon Payment Date (T-25 days).

In case of any shortfall in the amount required to make payment of Coupon on the Coupon Payment Date in the Interest Payment Account-II (calculated on the basis of the amounts available in addition to the Required DSRA Amount), the Debenture Trustee shall intimate the Issuer of the shortfall and the Issuer shall make good the short fall in the Interest Payment Account -II prior to the date falling 10 (Ten) days prior to the Coupon Payment Date (T-10 days).

Further, the amounts lying or credited in the escrow account shall flow into the interest payment account -II for funding the shortfall and shall not be transferred by the Issuer to the general fund account(s) till the time the shortfall is funded.

In case of shortfall in the amount required to make payment of Coupon on the Coupon Payment Date in the Interest Payment Account -II (calculated on the basis of the amounts available in addition to the Required DSRA Amount) at 9 (Nine) days prior to the Coupon Payment Date (T-9 days), the Debenture Trustee shall trigger the payment mechanism and shall instruct the Bank to utilise the DSRA Amount to the extent of the shortfall in the amount required to make payment of the Coupon on the Coupon Payment Date on or prior to the date falling 8 (Eight) days prior to the Interest Payment Date (T-8 days). The Coupon shall be paid by the Issuer on the Coupon Payment Date (T).

In case the DSRA Amount (or part thereof) is utilized to fund the shortfall in the amount required to make payment of the Coupon in respect of any Coupon Payment Date, immediately after the Debenture Trustee has instructed the Bank to utilise the DSRA Amount as above and in any event prior to 7 (Seven) days prior to the relevant Coupon Payment Date (T-7), the Debenture Trustee would issue a final notice in writing to the

Issuer. On the issuance of such notice, the Issuer shall make good the DSRA Amount Shortfall within next 15 (Fifteen) days (T+8).

Further, immediately after the DSRA utilization, the amounts lying or credited in the escrow account shall flow into the interest payment account for DSRA replenishment and shall not be transferred by the Issuer to the general fund account(s) till the time the required DSRA amount is replenished.

It is hereby clarified that, notwithstanding the appropriation of any amount from the Escrow Account to fund the shortfall in interest payment account (including the required DSRA amount), the obligation of the Issuer to fund the interest payment account -II and sinking fund account-II to the extent of the minimum balance no later than the monthly Transfer Date shall continue until the Final Settlement Date.

Further, such notice(s) would continue to get served if required, as per the same timelines for subsequent and future servicing. If any over dues on account of past servicing from the DSRA Amount continues to remain and the Required DSRA Amount continues to remain un-replenished, then such overdue amount would be added in the subsequent notice.

If any of the milestone days mentioned in the T-Structure above (except the coupon payment dates) happens to not be a Business Day, the immediately preceding Business Day would be the deemed date for execution of the relevant action.

Principal Repayment (Sinking Fund) Mechanism

The Debenture Trustee shall check the balance in the Sinking Fund Account-II prior to the end of each 12 month block and in case of any Sinking Fund mismatch it shall be replenished as per the following mechanism:-

The Debenture Trustee shall check the amount lying to the credit of Sinking Fund Account-II at 45 (Forty Five) days prior to the end of each 12 month block (T). In case of any Sinking Fund mismatch, the Debenture Trustee shall intimate Issuer of the shortfall and Issuer shall make good the Sinking Fund mismatch 15 (Fifteen) days prior to the end of each 12 month block (T-15 days).

Further, in case of shortfall on T-45 days, the amounts lying or credited in the escrow account shall flow into the sinking fund account for funding the shortfall and shall not be transferred by the Issuer to the general fund account(s) till the time the shortfall is funded. In case of shortfall still persists in in the Sinking Fund Account-II at 14 (Fourteen) days prior to the end of each 12 month block (T-14 days), the Debenture Trustee shall trigger the payment mechanism and shall instruct the Bank to utilise the Upfront FD -2 to the extent of the shortfall in the Sinking Fund Account-II on or prior to the date falling 13 (Thirteen) days prior to the end of each 12 month block (T-13 days).

In case the Upfront FD-2 (or part thereof) is utilized to fund the shortfall in the amounting sinking fund account prior to the end of each 12 month block, immediately after the Debenture Trustee has instructed the Bank to utilise the Upfront FD-2 as above and in any event prior to 12 (Twelve) days prior to the end of each 12 month block (T-12), the Debenture Trustee would issue a final notice in writing to the Issuer. On the issuance of such notice, the Issuer shall replenish the Upfront FD-2 within next 12 (Twelve) days (T). Further, immediately after the utilization of Upfront FD-2, the amounts lying or credited in the escrow account shall be utilized for replenishment of Upfront FD-2 and shall not be transferred by the Issuer to the general fund account(s) till the time Upfront FD -2 is fully replenished.

It is hereby clarified that, notwithstanding the appropriation of any amount from the Escrow Account to fund the shortfall in sinking fund account and Upfront FD-2, the obligation of the Issuer to fund the interest payment account and sinking fund account to the extent of the minimum balance no later than the monthly Transfer Date shall continue until the Final Settlement Date.

TERM SHEET

	<p>The redemption shall be made by the Issuer on the relevant Redemption Dates.</p> <p>If the redemption/maturity date of the STRPPs falls on a non-business day, the redemption proceeds shall be paid on the previous working day. In such case, along with the redemption proceeds, the coupon accrued on such STRPP shall also be paid on the previous working day.</p> <p>If any of the milestone days mentioned in the T-Structure above happens to not be a Business Day, the immediately preceding Business Day would be the deemed date for execution of the relevant action.</p> <p>The Debenture Trustee shall keep the Rating Agencies informed of any shortfall in the Interest Payment Account -II (including in the Required DSRA Amount), Upfront FD-2 and Sinking Fund Account -II.</p>
Financial Covenants	<ol style="list-style-type: none"> 1. The Issuer shall, at all times till the Debentures are outstanding, ensure that the total amounts collected in the Escrow Account in any financial year shall be at least 1.25 times of the Annual Payments Amount. For the purpose of this term sheet, the term ‘Annual Payments Amount’ shall, in respect of any financial year, mean the aggregate of: (a) the Coupon payable in such year (in relation to the present Green Bond Issue (Series II), Bond issue (Series I) and any further borrowings); and (b) the portion of principal amount of the Debentures which are required to be deposited by the Issuer into the Sinking Fund Account-II in such financial year (in relation to the present Green Bond issue (Series II), Bond issue (Series I) and any further borrowings), (c) Principal Repayment amount (where sinking fund is not created) in relation to any further borrowings, in terms hereof. 2. The Issuer shall maintain the following ratios on an ongoing basis and the same should be tested at least at the end of each financial year: <p>DSCR: Debt Service Coverage Ratio (“DSCR”) for the NMC shall not be less than 1.25 times as the below:</p> <p style="margin-left: 40px;">DSCR = operating surplus / total debt service</p> <ol style="list-style-type: none"> i. Operating surplus calculated as the below: <p style="margin-left: 40px;">Operating Surplus = Total Income – Adjusted Expenditure</p> <p style="margin-left: 40px;">Total income = Total income of the corporation as per the audited Income and Expenditure statement.</p> <p style="margin-left: 40px;">Adjusted Expenditure = Total expenditure as per the audited Income and Expenditure statement – Depreciation – Finance charges - Other non-cash expenditures.</p> ii. Total debt service = interest payment of loans and bonds + principal repayment deposited in the sinking fund or installment of principal repayment (where sinking fund is not created) 3. So long as the Eligibility Conditions are met, the Issuer shall be entitled to raise further financial indebtedness based on its cash flows including the cash flows through the Escrow Account, provided that nothing in this provision should be construed to permit the creation of any encumbrance over the hypothecated property (except for Series I and Series II bond holders) without the express prior written consent of the debenture trustee subject to the Applicable Law. <p>For the purpose of this term sheet, the term ‘Eligibility Conditions’ shall mean the following conditions: (a) the Annual Payments Ratio is maintained by the Issuer; (b) The debt service coverage ratio of 1.25 times is maintained (c) there is no shortfall in the contribution to the Escrow Account, the interest payment account-I (created for the previous bond issuance, including towards maintenance of the DSRA amount) & Interest</p>

TERM SHEET

	<p>Payment Account -II (including towards maintenance of the Required DSRA Amount), sinking fund account-I(created for the previous bond issuance), Sinking Fund Account-II, the upfront FD-1 (created for the previous bond issuance) and/or Upfront FD-2 which has not been made good by the Issuer in terms of the Transaction Documents; (d) no Event of Default has occurred.</p> <p>4. Other financial covenants as defined in the Transaction Documents</p>
Affirmative, Informative and Negative Covenants	As disclosed under Annexure IX to the Offer Document and more specifically set out in the Debenture Trust Deed.
Transaction Documents	The documents executed in relation to or which are relevant to the Issue including the Draft Offer Document, Offer Document, the Debenture Trustee Agreement, Registrar Agreement, Issue Agreement, the Debenture Trust Deed, the Deed of Hypothecation, the Escrow Agreement, Public Issue Account and Sponsor Bank Agreement, Consortium Agreement and any other agreement or document designated as such by the Debenture Trustee (acting on the instructions of the Majority Debenture Holders).
Conditions Precedent to Disbursement	<p>The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following and in compliance to SEBI ILMDS Regulations in this regard:</p> <ol style="list-style-type: none"> 1. Rating letters for provisional rating from two credit rating agencies (“Rating Agency(ies)”) not being more than one month old from the Issue Opening Date; 2. Letter from the Debenture Trustee conveying their consent to act as debenture trustee for the Debenture Holder(s); 3. In-principle approval from the Stock Exchanges for listing of the Debentures. 4. Other than the conditions precedent set out in the Debenture Trust Deed and as specified in the SEBI ILMDS Regulations, there are no conditions precedents to the Issue.
Conditions Subsequent to Disbursement	<p>The Issuer shall ensure that the following documents are executed/ activities are completed within the relevant timelines set out in the Transaction Documents:</p> <ol style="list-style-type: none"> 1. Credit of demat account(s) of the allottee(s) by number of Debentures allotted as per the regulations; 2. Listing of the Debentures within 3 (three) days from the Issue Closing Date; 3. Security creation as per the terms of Transaction Documents and in compliance with other regulatory guidelines, as applicable; 4. Other than the conditions subsequent set out in the Debenture Trust Deed and as specified in the SEBI ILDMS Regulations, there are no conditions subsequent to the Issue.

TERM SHEET

Events of default

The following shall constitute an Event of Default under the Transaction Documents:

1. Any payments due in respect of the Green Bonds have not been paid on the relevant Due Date;
2. The Issuer commits a breach of any representation or warranty provided by the Issuer in terms of the Transaction Documents or fails duly to perform any other obligation arising from the Debentures and such breach or failure continues for more than 30 (Thirty) days after the Issuer has received a notice thereof from the Debenture Trustee;
3. The Issuer commits a breach of Financial Covenants as provided in the Offer Document and the Debenture Trust Deed;
4. Any change in the constitution of the Issuer which results in change in status of the Issuer;
5. Failure of the Issuer to replenish the Required DSRA Amount or Upfront FD and to fund the Sinking Fund Mismatch as per the timelines set out under the Transaction Documents;
6. The credit rating assigned to the Debentures by credit rating agencies falls below the rating assigned by them at the time of the Issuance of the debentures;
7. Failure of the Issuer to list the Debentures on BSE/NSE within a period of 3 (three) working days from the Issue Closing date;
8. Failure of the Issuer to deposit the amounts into Escrow Account and Payment Accounts in terms of the Transaction Documents;
9. Failure of the Issuer to create and/or perfect the Security in the manner and within the time period prescribed therefor;
10. It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents or if the Transaction Documents or any part thereof ceases, for any reason whatsoever, to be valid and binding or in full force and effect;
11. If the Issuer repudiates the Debenture Trust Deed or any of the other Transaction Documents, to which it is a party;
12. If any regulatory or statutory approval, permit, license or other certificate required by the Issuer under Applicable Law, is withdrawn or not granted or not renewed;
13. Any step is taken by Government Authority or agency or any other competent authority, with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or (in the opinion of the Debenture Trustee) a material part of the assets of the Issuer;
14. Execution of distress being enforced or levied by against whole or substantial part of the assets of the Issuer and any order relating thereto is not discharged or stayed within a period of 30 (thirty) days from the date of enforcement or levy;
15. If the Issuer fails to make payment of any Financial Indebtedness when due or otherwise commits any breach of the provisions of any agreement entered into in respect of any Financial Indebtedness availed of by it (in respect of which breach either no cure period is available or where a cure period is available fails to cure such breach within the available cure period);
16. The Issuer has admitted in writing that the Issuer is unable to pay its debts as they fall due and/ or the Issuer stops, suspends or threatens to stop payment of all or any of its Financial Indebtedness or proposes or makes an arrangement for the deferral, re-scheduling or other readjustment of all or any of its Financial Indebtedness or proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such Financial Indebtedness or a moratorium is agreed or declared in respect of or affecting all or any parts of the Financial Indebtedness of the Issuer;

TERM SHEET

	<p>17. In the event that any legal proceedings or governmental proceedings are initiated against the Issuer or claims are made against the Issuer, which, in the opinion of the Debenture Trustee, may impair the Issuer’s ability to perform its obligations undertaken in terms of the Transaction Documents;</p> <p>18. Any information given by the Issuer is misleading or incorrect in any respect;</p> <p>19. The occurrence of any event which constitutes a Material Adverse Change;</p> <p>20. If in the opinion of the Debenture Trustee, the Security is in jeopardy;</p> <p>21. If the Issuer voluntarily creates or attempts to create any encumbrance on the Hypothecated Property or any part thereof, other than as expressly permitted under the transaction documents;</p> <p>22. If the Security (or any part thereof) becomes unenforceable, illegal or invalid or any restriction, imposition, attachment or any similar event has been levied on the Hypothecated Property; and</p> <p>23. If the Issuer ceases with/without the consent of the Debenture Holder(s), or threatens to cease to carry on its operations or gives notice of its intention to do so.</p> <p>24. Other events as may be set out in the Debenture Trust Deed.</p>
Creation of Recovery Expense Fund	The Issuer will transfer the required amount towards recovery expense fund in the manner as specified by SEBI in circular no. October 15, 2025 bearing reference SEBI/HO/DDHS/PoD/P/CIR/2025/0000000137 as amended from time to time with the Stock Exchange and will inform the Debenture Trustee regarding transfer of amount toward such fund.
Provisions related to Cross Default Clause	As provided under the head “Events of Default” above and will be set out in the Debenture Trust Deed to be executed in accordance with applicable law
Default Interest	<p>(a) All monies due in respect of the Debentures shall, in case the same be not paid on the respective due dates, carry further interest at the rate of 2% (Two Percent) per annum, which shall be paid over and above the Coupon Rate for the period during which such default continues;</p> <p>(b) In case of delay in execution of the Debenture Trust Deed and security documents, the Issuer will refund the subscription with the agreed rate of interest or will pay penal interest of at least 2% p.a. (Two percent per annum), which shall be paid over and above the Coupon Rate for the period during which such default continues;</p> <p>(c) In case of delay in listing of the Debentures beyond 3 (three) Working days from the Issue Closing Date, the Issuer shall pay penal interest of at least 2% p.a. (two percent per annum) which shall be paid over and above the Coupon Rate for the period of delay in listing.</p> <p>(d) Other provisions as set out in the Transaction Documents.</p>
Role and Responsibilities of Debenture Trustee	As per SEBI (Debenture Trustees) Regulations, 1993, SEBI (Issue and Listing of Municipal Debt Securities) Regulations, 2015, and the Debenture Trust Deed.
Governing Law and Jurisdiction	The Debentures and the Transaction Documents (other than the Public Issue Account and Sponsor Bank Agreement) shall be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of courts and tribunals in Nashik, Maharashtra. The Public Issue Account and Sponsor Bank Agreement shall be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of courts and tribunals in Mumbai, Maharashtra.

Annexure II**INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM****I. Who are not eligible to apply for the NCDs?**

The following categories of persons, and entities, shall not be eligible to participate in this Issue and any Application from such persons and entities are liable to be rejected:

- i. Minors without a guardian name*(A guardian may apply on behalf of a minor. However, Application by minors must be made through Application Forms that contain the names of both the minor Applicant and the guardian);
- ii. Foreign nationals, NRI *inter-alia* including any NRIs who are (i) based in the USA, and/or, (ii) domiciled in the USA, and/or, (iii) residents/citizens of the USA, and/or, (iv) subject to any taxation laws of the USA;
- iii. Persons resident outside India and other foreign entities;
- iv. Foreign Institutional Investors;
- v. Foreign Portfolio Investors;
- vi. Non-Resident Indians;
- vii. Foreign Venture Capital Funds;
- viii. Qualified Foreign Investors;
- ix. Overseas Corporate Bodies**; and
- x. Persons ineligible to contract under applicable statutory/regulatory requirements.
- xi. Other foreign entities; and
- xii. Any other category of Applicants not provided for under “*Issue Procedure - Who can apply?*” on page 95 of the Offer Document.

* *Applicant shall ensure that guardian is competent to contract under Indian Contract Act, 1872.*

** *The concept of Overseas Corporate Bodies (meaning any company, partnership firm, society and other corporate body or overseas trust irrevocably owned/held directly or indirectly to the extent of at least 60% by NRIs), which was in existence until 2003, was withdrawn by the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies) Regulations, 2003. Accordingly, OCBs are not permitted to invest in this Issue.*

The Registrar to the Issue shall verify the above on the basis of the records provided by the Depositories based on the DP ID and Client ID provided by the Applicants in the Application Form and uploaded onto the electronic system of the Stock Exchanges by the Designated Intermediaries.

Based on the information provided by the Depositories, the Issuer shall have the right to accept Application Forms belonging to an account for the benefit of a minor (under guardianship). In case of such Application, the Registrar to the Issue shall verify the above on the basis of the records provided by the Depositories based on the DP ID and Client ID provided by the Applicants in the Application Form and uploaded onto the electronic system of the Stock Exchanges.

Please see “*Issue Procedure - Rejection of Applications*” on page 116 for information on rejection of Applications.

For further details refer to the section “*Issue Procedure*” on page 94 of the Offer Document.

II General Instructions**A. General instructions for completing the Application Form**

- Applications must be made in prescribed Application Form only;
- Application Forms must be completed in **BLOCK LETTERS IN ENGLISH**, as per the instructions contained in the Offer Document and the Application Form. Applicants should note that the Designated Intermediaries will not be liable for errors in data entry due to incomplete or illegible Application Forms.;
- If the Application is submitted in joint names, the Application Form should contain only the name of the first Applicant whose name should also appear as the first holder of the depository account held in joint names;
- Applications should be in single or joint names and not exceeding three names, and in the same order as their Depository Participant details and Applications should be made by Karta in case the Applicant is an HUF. Please ensure that such Applications contain the PAN of the HUF and not of the Karta. If the Application is submitted in joint names, the Application Form should contain only the name of the first Applicant whose name should also appear as the first holder of the depository account held in joint names;

TERM SHEET

- Applicants must provide details of valid and active DP ID, Client ID and PAN clearly and without error. On the basis of such Applicant's active DP ID, Client ID and PAN provided in the Application Form, and as entered into the electronic Application system of the Stock Exchanges by SCSBs, the Designated Intermediaries, the Registrar will obtain from the Depository the Demographic Details. Invalid accounts, suspended accounts or where such account is classified as invalid or suspended may not be considered for Allotment of the NCDs. Not more than five applications can be made from one single ASBA account;
- Applications must be for a minimum of 10 NCDs and in multiples of one NCD thereafter. Applicants must note that each NCDs shall comprise eight STRPPs, i.e., STRPP A, STRPP B, STRPP C, STRPP D, STRPP E, STRPP F, STRPP G, and STRPP H, bearing individual ISINs;
- If the ASBA Account holder is different from the Applicant, the Application Form should be signed by the ASBA Account holder also, in accordance with the instructions provided in the Application Form;
- It shall be mandatory for Applicants to the Issue to furnish their Permanent Account Number and any Application Form, without the PAN is liable to be rejected, irrespective of the amount of transaction;
- If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form;
- Applications should be made by Karta in case of HUFs. Applicants are required to ensure that the PAN details of the HUF are mentioned and not those of the Karta;
- Thumb impressions and signatures other than in English/Hindi/Gujarati/Marathi or any other languages specified in the Eighth Schedule of the Constitution of India needs to be attested by a Magistrate or Notary Public or a Special Executive Magistrate under his/her seal;
- ASBA Applicants need to give the correct details of their ASBA Account including bank account number/ bank name and branch/ UPI ID in case of applying through UPI Mechanism;
- The Designated Intermediaries or the Designated Branches of the SCSBs, as the case may be, will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the Acknowledgement Slip. This Acknowledgement Slip will serve as the duplicate of the Application Form for the records of the Applicant;
- Applicants must ensure that the requisite documents are attached to the Application Form prior to submission and receipt of acknowledgement from the relevant Designated Intermediaries or the Designated Branch of the SCSBs, as the case may be;
- Every Applicant should hold valid Permanent Account Number and mention the same in the Application Form;
- All Applicants need to tick the Series of NCDs in the Application Form that they wish to apply for;
- All Applicants are required to tick the relevant column of "Category of Investor" in the Application Form;
- All Applicants should correctly mention the ASBA Account number and UPI ID in case applying through UPI Mechanism and ensure that funds equal to the Application Amount are available in the ASBA Account before submitting the Application Form to the Designated Branch and also ensure that the signature in the Application Form matches with the signature in Applicant's bank records, otherwise the Application is liable to be rejected.
- For Applicants, the Applications in physical mode should be submitted to the SCSBs or a member of the Syndicate or to the Trading Members of the stock exchanges (i.e., NSE and BSE) on the prescribed Application Form. SCSBs may provide the electronic mode for making Application either through an internet enabled banking facility or such other secured, electronically enabled mechanism for Application and blocking funds in the ASBA Account;
- Applicants should ensure that their Application Form is submitted either at a Designated Branch of a SCSB where the ASBA Account is maintained or with the Members of the Syndicate or Trading Members of the stock exchange(s) at the Specified Locations, and not directly to the escrow collecting banks (assuming that such bank is not a SCSB) or to the Issuer or the Registrar to the Issue.
- Applications through Syndicate ASBA, before submitting the physical Application Form to the Members of the Syndicate or Trading Members of the stock exchange(s), ensure that the SCSB where the ASBA Account, as specified in the ASBA Form, is maintained has named at-least one branch in that Specified Location for the Members of the Syndicate or Trading Members of the stock exchange(s), as the case may be, to deposit ASBA Forms (A list of such

branches is available at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes>)

- No separate receipts will be issued for the money payable on the submission of the Application Form. However, the Members of Consortium, Trading Members of the Stock Exchanges or the Designated Branches of the SCSBs, as the case may be, will acknowledge the receipt of the Application Forms by stamping and returning to the Applicants the Transaction Registration Slip (“TRS”). This TRS will serve as the duplicate of the Application Form for the records of the Applicant. Applicants must ensure that the requisite documents are attached to the Application Form prior to submission and receipt of acknowledgement from the Lead Manager, Trading Member of the Stock Exchanges or the Designated Branch of the SCSBs, as the case may be.
- Application Forms should bear the stamp of the Member of the Syndicate, Trading Member of the Stock Exchanges, Designated Intermediaries and/or Designated Branch of the SCSB. Application Forms which do not bear the stamp will be rejected.

The mode of allotment, PAN, demat account no. etc. should be captured by the relevant Designated Intermediaries in the data entries as such data entries will be considered for Allotment.

Applicants should note that neither the Members of Syndicate, Trading Member of the Stock Exchanges, Public Issue Account Banks nor Designated branches of SCSBs, as the case may be, will be liable for error in data entry due to incomplete or illegible Application Forms. The Issuer would allot the NCDs, as specified in the Offer Document for the Issue to all valid Applications, wherein the Applicants have not indicated their choice of the relevant option of NCDs.

B. Applicant’s Beneficiary Account Details

Applicants must mention their DP ID, Client ID and UPI ID (wherever applicable) in the Application Form and ensure that the name provided in the Application Form is exactly the same as the name in which the Beneficiary Account is held. In case the Application Form is submitted in the first Applicant’s name, it should be ensured that the Beneficiary Account is held in the same joint names and in the same sequence in which they appear in the Application Form. In case the DP ID, Client ID, PAN and UPI ID (wherever applicable) mentioned in the Application Form and entered into the electronic system of the Stock Exchanges do not match with the DP ID, Client ID, PAN and UPI ID (wherever applicable) available in the Depository database or in case PAN is not available in the Depository database, the Application Form is liable to be rejected. Further, Application Forms submitted by Applicants whose beneficiary accounts are inactive, will be rejected.

On the basis of the Demographic Details as appearing on the records of the DP, the Registrar to the Issue will take steps towards demat credit of NCDs. Hence, Applicants are advised to immediately update their Demographic Details as appearing on the records of the DP and ensure that they are true and correct, and carefully fill in their Beneficiary Account details in the Application Form. Failure to do so could result in delays in demat credit and neither the Issuer, Designated Intermediaries, SCSBs, Registrar to the Issue nor the Stock Exchanges will bear any responsibility or liability for the same.

In case of Applications made under power of attorney, the Issuer in its absolute discretion, reserves the right to permit the holder of power of attorney to request the Registrar that for the purpose of printing particulars on the Allotment Advice, the Demographic Details obtained from the Depository of the Applicant shall be used.

By signing the Application Form, the Applicant would have deemed to have authorized the Depositories to provide, upon request, to the Registrar to the Issue, the required Demographic Details as available on its records. The Demographic Details given by Applicant in the Application Form would not be used for any other purpose by the Registrar to the Issue except in relation to this Issue. Allotment Advice would be mailed by speed post or registered post at the address of the Applicants as per the Demographic Details received from the Depositories. Applicants may note that delivery of Allotment Advice may get delayed if the same once sent to the address obtained from the Depositories are returned undelivered. Further, please note that any such delay shall be at such Applicants’ sole risk and neither the Issuer, Registrar to the Issue, Public Issue Account Bank, Sponsor Bank nor the Lead Manager shall be liable to compensate the Applicant for any losses caused to the Applicants due to any such delay or liable to pay any interest for such delay. In case of refunds through electronic modes as detailed in the Offer Document, refunds may be delayed if bank particulars obtained from the Depository Participant are incorrect.

With effect from August 16, 2010, the beneficiary accounts of Applicants for whom PAN details have not been verified shall be suspended for credit and no credit of NCDs pursuant to this Issue will be made into the accounts

of such Applicants. **Application Forms submitted by Applicants whose beneficiary accounts are inactive shall be rejected. Furthermore, in case no corresponding record is available with the Depositories, which matches the parameters, namely, DP ID, Client ID, PAN and UPI ID (wherever applicable), then such Application are liable to be rejected.**

C. Unified Payments Interface (UPI)

Pursuant to the SEBI Master Circular, the UPI Mechanism is an applicable payment mechanism for public debt issues (in addition to the mechanism of blocking funds maintained with SCSBs under ASBA) for applications by retail individual bidders through Designated Intermediaries. All SCSBs offering the facility of making applications in public issues shall also provide the facility to make applications using UPI. The Issuer will be required to appoint one SCSB as a Sponsor Bank to act as a conduit between the Stock Exchanges and National Payments Corporation of India in order to facilitate the collection of requests and/or payment instructions of the investors.

D. Permanent Account Number

The Applicant should mention his or her Permanent Account Number allotted under the IT Act. For minor Applicants, applying through the guardian, it is mandatory to mention the PAN of the minor Applicant. In accordance with Circular No. MRD/DOP/Cir-05/2007 dated April 27, 2007 issued by SEBI, the PAN would be the sole identification number for the participants transacting in the securities market, irrespective of the amount of transaction. **Any Application Form, without the PAN is liable to be rejected, irrespective of the amount of transaction. It is to be specifically noted that the Applicants should not submit the GIR number instead of the PAN as the Application is liable to be rejected on this ground.**

However, Applications on behalf of the central or state government officials and the officials appointed by the courts in terms of a SEBI circular dated June 30, 2008 and Applicants residing in the state of Sikkim who in terms of a SEBI circular dated July 20, 2006 may be exempt from specifying their PAN for transacting in the securities market. The exemption for the central or state government and the officials appointed by the courts and for investors residing in the State of Sikkim is subject to the Depository Participants' verifying the veracity of such claims by collecting sufficient documentary evidence in support of their claims. At the time of ascertaining the validity of these Applications, the Registrar to the Issue will check under the Depository records for the appropriate description under the PAN field i.e. either Sikkim category or exempt category.

E. Joint Applications

Applications may be made in single or joint names (not exceeding three). In the case of joint Applications all interest / redemption amount payments will be made out in favour of the first Applicant. All communications will be addressed to the first named Applicant whose name appears in the Application Form and at the address mentioned therein. If the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form.

F. Additional/Multiple Applications

An Applicant is allowed to make one or more Applications for the NCDs for the same or other option of NCDs, subject to a minimum Application size as specified in the Offer Document and in multiples of thereafter as specified in the Offer Document. **Any Application for an amount below the aforesaid minimum Application size will be deemed as an invalid Application and shall be rejected.** However, multiple Applications by the same individual Applicant aggregating to a value exceeding ₹ 10 lakhs shall be deemed such individual Applicant to be an HNI Applicant and all such Applications shall be grouped in the HNI Portion, for the purpose of determining the Basis of Allotment to such Applicant. However, any Application made by any person in his individual capacity and an Application made by such person in his capacity as a Karta of a Hindu Undivided family and/or as Applicant (second or third Applicant), shall not be deemed to be a multiple Application. For the purposes of allotment of NCDs under this Issue, Applications shall be grouped based on the PAN, i.e., Applications under the same PAN shall be grouped together and treated as one Application. Two or more Applications will be deemed to be multiple Applications if the sole or first Applicant is one and the same. For the sake of clarity, two or more applications shall be deemed to be a multiple Application for the aforesaid purpose if the PAN number of the sole or the first Applicant is one and the same.

Do's and Don'ts

Applicants are advised to take note of the following while filling and submitting the Application Form:

Do's

1. Check if you are eligible to apply as per the terms of the Offer Document and applicable law, rules, regulations, guidelines and approvals.
2. Read all the instructions carefully and complete the Application Form in the prescribed form.
3. Ensure that you have obtained all necessary approvals from the relevant statutory and/or regulatory authorities to apply for, subscribe to and/or seek Allotment of NCDs pursuant to this Issue.
4. Ensure that the DP ID, the Client ID and the PAN mentioned in the Application Form, which shall be entered into the electronic system of the Stock Exchanges are correct and match with the DP ID, Client ID and PAN available in the Depository database. Ensure that the DP ID, Client ID, PAN and UPI ID (wherever applicable) are correct and the depository account is active as Allotment of the Equity Shares will be in dematerialized form only. The requirement for providing Depository Participant details is mandatory for all Applicants.
5. Ensure that you have mentioned the correct ASBA Account number (for all Applicants other than UPI Investors applying using the UPI Mechanism) in the Application Form. Further, UPI Investors using the UPI Mechanism must also mention their UPI ID.
6. UPI Investors applying using the UPI Mechanism shall ensure that the bank, with which they have their bank account, where the funds equivalent to the application amount are available for blocking, is certified by NPCI before submitting the ASBA Form to any of the Designated Intermediaries.
7. UPI Investors applying using the UPI Mechanism through the SCSBs and mobile applications shall ensure that the name of the bank appears in the list of SCSBs which are live on UPI, as displayed on the SEBI website. UPI Investors shall ensure that the name of the app and the UPI handle which is used for making the application appears on the list displayed on the SEBI website. An application made using incorrect UPI handle or using a bank account of an SCSB or bank which is not mentioned on the SEBI website is liable to be rejected.
8. Ensure that the Application Form is signed by the ASBA Account holder (or the UPI-linked bank account holder, as the case may be) in case the Applicant is not the ASBA account holder. Applicants (except UPI Investors making an Application using the UPI Mechanism) should ensure that they have an account with an SCSB and have mentioned the correct bank account number of that SCSB in the Application Form. UPI Investors applying using the UPI Mechanism should ensure that they have mentioned the correct UPI- linked bank account number and their correct UPI ID in the Application Form.
9. Ensure that you have funds equal to the Application Amount in the ASBA Account before submitting the Application Form to the respective Designated Branch of the SCSB, or to the Designated Intermediaries, as the case may be.
10. UPI Investors making an Application using the UPI Mechanism, should ensure that they approve the UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to Application Amount and subsequent debit of funds in case of Allotment, in a timely manner.
11. UPI Investors making an Application using the UPI Mechanism shall ensure that details of the Application are reviewed and verified by opening the attachment in the UPI Mandate Request and then proceed to authorise the UPI Mandate Request using their UPI PIN. Upon the authorization of the mandate using their UPI PIN, the UPI Investor may be deemed to have verified the attachment containing the application details of the UPI Investor making and Application using the UPI Mechanism in the UPI Mandate Request and have agreed to block the entire Application Amount and authorized the Sponsor Bank to issue a request to block the Application Amount mentioned in the ASBA Form in their ASBA Account.
12. UPI Investors making an Application using the UPI Mechanism should mention valid UPI ID of only the Applicants (in case of single account) and of the first Applicant (in case of joint account) in the ASBA Form.
13. UPI Investors making an Application using the UPI Mechanism, who have revised their Application subsequent to making the initial Application, should also approve the revised UPI Mandate Request generated by the Sponsor Bank to authorise blocking of funds equivalent to the revised Application Amount in their account and in case of Allotment in a timely manner.
14. Ensure that the Application Forms are submitted at the Designated Branches of SCSBs or the Collection Centres

TERM SHEET

provided in the Application Forms, bearing the stamp of the relevant Designated Intermediary/ Designated Branch of the SCSB.

15. Before submitting the Application Form with the Designated Intermediaries ensure that the SCSB, whose name has been filled in the Application Form, has named a branch in that relevant Collection Centre.
16. Ensure that you have been given an TRS and an acknowledgement as proof of having accepted the Application Form from the Designated Branch or the concerned Designated Intermediary or Trading Members of the stock exchange(s), as the case may be, for the submission of the Application Form.
17. Applicants may revise/ modify their Application details during the Issue Period, as allowed/permitted by the Stock Exchanges, by submitting a written request to the Designated Intermediary, as the case may be. However, for the purpose of Allotment, the date of original upload of the Application will be considered in case of such revision/ modification. In case of any revision of Application in connection with any of the fields which are not allowed to be modified on the electronic Application platform of the Stock Exchanges as per the procedures and requirements prescribed by each relevant Stock Exchanges, Applicants should ensure that they first withdraw their original Application and submit a fresh Application. In such a case the date of the new Application will be considered for date priority for Allotment purposes
18. Ensure that signatures other than in the languages specified in the Eighth Schedule to the Constitution of India is attested by a Magistrate or a Notary Public or a Special Executive Magistrate under official seal.
19. Ensure that you mention your PAN in the Application Form. In case of joint Applicants, the PAN of all the Applicants should be provided, and for HUFs, PAN of the HUF should be provided. Any Application Form without the PAN is liable to be rejected. Applicants should not submit the GIR Number instead of the PAN as the Application is liable to be rejected on this ground.
20. In case of an HUF applying through its Karta, the Applicant is required to specify the name of an Applicant in the Application Form as 'XYZ Hindu Undivided Family applying through PQR', where PQR is the name of the Karta. However, the PAN number of the HUF should be mentioned in the Application Form and not that of the Karta.
21. Ensure that the Applications are submitted to the Designated Intermediaries or Designated Branches of the SCSBs, as the case may be, before the closure of application hours on the Issue Closing Date.
22. Ensure that you have correctly signed the authorisation /undertaking box in the Application Form or have otherwise provided an authorisation to the SCSB or Sponsor Bank, as applicable, via the electronic mode, for blocking funds in the ASBA Account equivalent to the Bid Amount mentioned in the Application Form, as the case may be, at the time of submission of the Bid. In case of Retail Individual Investor submitting their Bids and participating in the Offer through the UPI Mechanism, ensure that you authorise the UPI Mandate Request raised by the Sponsor Bank for blocking of funds equivalent to Bid Amount and subsequent debit of funds in case of Allotment.
23. **Permanent Account Number:** Except for Application (i) on behalf of the central or state government and officials appointed by the courts, and (ii) (subject to SEBI circular dated April 3, 2008) from the residents of the state of Sikkim, each of the Applicants should provide their PAN. Application Forms in which the PAN is not provided will be rejected. The exemption for the central or state government and officials appointed by the courts and for investors residing in the state of Sikkim is subject to (a) the demographic details received from the respective depositories confirming the exemption granted to the beneficiary owner by a suitable description in the PAN field and the beneficiary account remaining in "active status"; and (b) in the case of residents of Sikkim, the address as per the demographic details evidencing the same..
24. Ensure that if the depository account is held in joint names, the Application Form should contain the name and PAN of the person whose name appears first in the depository account and signature of only this person would be required in the Application Form. This Applicant would be deemed to have signed on behalf of joint holders and would be required to give confirmation to this effect in the Application Form.
25. All Applicants should choose the relevant option in the column "Category of Investor" in the Application Form.
26. Choose and mark the option of NCDs in the Application Form that you wish to apply for.
27. Check if you are eligible to Apply under ASBA.
28. Retail individual investors using the UPI Mechanism to ensure that they submit bids up to the application value of ₹5,00,000 (or as stipulated by SEBI).

TERM SHEET

29. Read all the instructions carefully and complete the bid- cum-application form, as the case may be, in the prescribed form.
30. Guardians applying for minor applicants need to mention the PAN of the minor.
31. Ensure that the application form bears the stamp of the relevant designated intermediary(ies) to whom it is submitted.
32. In terms of SEBI Master Circular, SCSBs making applications on their own account using ASBA facility, should have a separate account in their own name with any other SEBI registered SCSB. Further, such account shall be used solely for the purpose of making application in public issues and clear demarcated funds should be available in such account.

SEBI Master Circular stipulates the time between closure of the Issue and listing at 3 (three) Working Days. In order to enable compliance with the above timelines, investors are advised to use ASBA facility only to make payment.

Don'ts:

1. Do not apply for lower than the minimum Application size.
2. Do not pay the Application Amount in cash, by cheque, by money order or by postal order or by stock invest.
3. Do not send Application Forms by post. Instead submit the same to the Designated Intermediaries or Designated Branches of the SCSBs, as the case may be.
4. Do not submit the Application Form to any non-SCSB bank or the Issuer.
5. Do not apply through an Application Form that does not have the stamp of the relevant Designated Intermediary or the Designated Branch of the SCSB, as the case may be.
6. Do not fill up the Application Form such that the NCDs applied for exceeds the Issue Size and/or investment limit or maximum number of NCDs that can be held under the applicable laws or regulations or maximum amount permissible under the applicable regulations.
7. Do not submit the GIR number instead of the PAN as the Application is liable to be rejected on this ground.
8. Do not submit incorrect details of the DP ID, Client ID, PAN and UPI ID (wherever applicable) or provide details for a beneficiary account which is suspended or for which details cannot be verified by the Registrar to the Issue.
9. Do not submit the Application Form without ensuring that funds equivalent to the entire Application Amount are available for blocking in the relevant ASBA Account or in the case of UPI Investors making and Application using the UPI Mechanism, in the UPI-linked bank account where funds for making the Application are available.
10. Do not submit Applications on plain paper or on incomplete or illegible Application Forms.
11. Do not apply if you are not competent to contract under the Indian Contract Act, 1872.
12. Do not submit an Application in case you are not eligible to acquire NCDs under applicable law or your relevant constitutional documents or otherwise.
13. Do not submit Applications to a Designated Intermediary at a location other than Collection Centres.
14. Do not submit an Application that does not comply with the securities law of your respective jurisdiction.
15. Do not apply if you are a person ineligible to apply for NCDs under this Issue including Applications by Persons Resident Outside India, NRI (inter-alia including NRIs who are (i) based in the USA, and/or, (ii) domiciled in the USA, and/or, (iii) residents/citizens of the USA, and/or, (iv) subject to any taxation laws of the USA).
16. Do not make an Application of the NCD on multiple copies taken of a single form.
17. Payment of Application Amount in any mode other than through blocking of Application Amount in the ASBA Accounts shall not be accepted in the Issue.
18. Do not link the UPI ID with a bank account maintained with a bank that is not UPI 2.0 certified by the NPCI in case of Bids submitted by UPI Investors using the UPI Mechanism.
19. Do not submit more than five Application Forms per ASBA Account.
20. If you are a Retail Individual Investor who is submitting the ASBA Application with any of the Designated Intermediaries and using your UPI ID for the purpose of blocking of funds, do not use any third party bank account or third-party linked bank account UPI ID.
21. Do not submit an Application Form using UPI ID, if the Application is for an amount more than UPI Application

Limit and if the Application is for an amount more than ₹ 5,00,000.

22. Do not submit a bid using UPI ID, if you are not a Retail Individual Investor.

Please also see “*Issue Procedure*” on page 94 of the Offer Document.

Kindly note that Applications submitted to the Designated Intermediaries will not be accepted if the SCSB where the ASBA Account, as specified in the Application Form, is maintained has not named at least one branch at that location for the Designated Intermediaries, to deposit such Application Forms (A list of such branches is available at <https://www.sebi.gov.in>).

Rejection of Applications:

Applications would be liable to be rejected on the technical grounds listed below or if all required information is not provided or the Application Form is incomplete in any respect. The Bond Issue Committee thereof, reserves its full, unqualified and absolute right to accept or reject any Application in whole or in part and in either case without assigning any reason thereof.

Application may be rejected on one or more technical grounds, including but not restricted to:

- (a) Application by persons not competent to contract under the Indian Contract Act, 1872, as amended, (other than minors having valid Depository Account as per Demographic Details provided by Depositories);
- (b) Applications accompanied by cash, draft, cheques, money order or any other mode of payment other than amounts blocked in the Applicants’ ASBA Account maintained with an SCSB;
- (c) Applications not being signed by the sole/joint Applicant(s);
- (d) Number of NCDs applied for or Applications for an amount being less than the minimum Application size;
- (e) Applications submitted without blocking of the entire Application Amount. However, the Issuer may allot NCDs up to the value of application monies paid, if such application monies exceed the minimum application size as per the Offer Document;
- (f) Applications not made through the ASBA facility
- (g) Investor Category in the Application Form not being ticked;
- (h) Application Amount blocked being higher or lower than the value of NCDs Applied for. However, the Issuer may Allot NCDs up to the number of NCDs Applied for, if the value of such NCDs Applied for exceeds the minimum Application size;
- (i) Applications where a registered address in India is not provided for the non-Individual Applicants;
- (j) In case of partnership firms, the Application Forms submitted in the name of individual partners and/or accompanied by the individual’s PAN rather than the PAN of the partnership firm;
- (k) Application Amounts blocked not tallying with the number of NCDs applied for;
- (l) Minor Applicants (applying through the guardian) without mentioning the PAN of the minor Applicant;
- (m) PAN not mentioned in the Application Form., except for Applications by or on behalf of the central or state government and the officials appointed by the courts and by investors residing in the State of Sikkim, provided such claims have been verified by the Depository Participants. In case of minor Applicants applying through guardian, when PAN of the Applicant is not mentioned;
- (n) DP ID, Client ID or UPI ID (wherever applicable) not mentioned in the Application Form;
- (o) GIR number furnished instead of PAN;
- (p) Applications by OCBs;
- (q) Applications for an amount below the minimum Application size;
- (r) Submission of more than five ASBA Forms per ASBA Account;
- (s) Applications by persons who are not eligible to acquire NCDs of the Issuer in terms of applicable laws, rules, regulations, guidelines and approvals;
- (t) Applications under power of attorney or by limited companies, corporate, trust etc. submitted without relevant documents;
- (u) Applications accompanied by stock invest/ cheque/ money order/ postal order/ cash;
- (v) Signature of sole Applicant missing, or in case of joint Applicants, the Application Forms not being signed by the

TERM SHEET

- first Applicant (as per the order appearing in the records of the Depository);
- (w) Applications by persons debarred from accessing capital markets, by SEBI or any other appropriate regulatory authority;
 - (x) Date of birth for first/sole Applicant for persons applying for allotment not mentioned in the Application Form;
 - (y) Application Forms not being signed by the ASBA Account holder, if the account holder is different from the Applicant;
 - (z) Signature of the ASBA Account holder on the Application Form does not match with the signature available on the SCSB bank's records where the ASBA Account mentioned in the Application Form is maintained;
 - (aa) Application Forms submitted to the Designated Intermediaries or to the Designated Branches of the SCSBs does not bear the stamp of the SCSB and/or the Designated Intermediary, as the case may be;
 - (bb) ASBA Applications not having details of the ASBA Account or the UPI-linked Account to be blocked;
 - (cc) In case no corresponding record is available with the Depositories that matches the parameters namely, DP ID, Client ID, UPI ID and PAN or if PAN not available in the Depository database;
 - (dd) Inadequate funds in the ASBA Account to enable the SCSB to block the Application Amount specified in the Application Form at the time of blocking such Application Amount in the ASBA Account or no confirmation is received from the SCSB for blocking of funds;
 - (ee) SCSB making an Application (a) through an ASBA account maintained with its own self or (b) through an ASBA Account maintained through a different SCSB not in its own name or (c) through an ASBA Account maintained through a different SCSB in its own name, where clear demarcated funds are not present or (d) through an ASBA Account maintained through a different SCSB in its own name which ASBA Account is not utilised solely for the purpose of applying in public issues;
 - (ff) Applications for amounts greater than the maximum permissible amount prescribed by the regulations and applicable law;
 - (gg) Authorization to the SCSB for blocking funds in the ASBA Account not provided or acceptance of UPI Mandate Request raised has not been provided;
 - (hh) Applications by persons prohibited from buying, selling or dealing in shares, directly or indirectly, by SEBI or any other regulatory authority;
 - (ii) Applications by any person outside India;
 - (jj) Applications by other persons who are not eligible to apply for NCDs under the Issue under applicable Indian or foreign statutory/regulatory requirements;
 - (kk) The UPI Mandate Request is not approved by the Retail Individual Investor within prescribed timelines;
 - (ll) Applications not uploaded on the online platform of the Stock Exchanges;
 - (mm) Applications uploaded after the expiry of the allocated time on the Issue Closing Date, unless extended by the Stock Exchanges, as applicable;
 - (nn) Application Forms not delivered by the Applicant within the time prescribed as per the Application Form, the Offer Document and as per the instructions in the Application Form and the Offer Document;
 - (oo) Applications by Applicants whose demat accounts have been 'suspended for credit' pursuant to the circular issued by SEBI on July 29, 2010 bearing number CIR/MRD/DP/22/2010;
 - (pp) Applications providing an inoperative demat account number;
 - (qq) Applications submitted to the Designated Intermediaries other than the Collection Centres or at a Branch of a SCSB which is not a Designated Branch;
 - (rr) Applications submitted directly to the Public Issue Bank (except in case the ASBA Account is maintained with the said bank as a SCSB);
 - (ss) Investor category not ticked;
 - (tt) Forms not uploaded on the electronic software of the Stock Exchanges;
 - (uu) In case of cancellation of one or more orders (series) within an Application, leading to total order quantity falling under the minimum quantity required for a single Application;

TERM SHEET

- (vv) where PAN details in the Application Form and as entered into the electronic system of the Stock Exchanges, are not as per the records of the Depositories;
- (ww) Where Demat details in the Application Form and as entered into the electronic system of the Stock Exchanges, are not as per the records of the Depositories;
- (xx) A UPI Investor applying through the UPI Mechanism, not having accepted the UPI Mandate Request by 5:00 pm on the third Working Day from the day of bidding on the stock exchange except on the last day and the second to last day of the Issue Period, where the UPI Mandate Request not having been accepted by 5:00 pm of the Issue Closing Date; and
- (yy) An Application under the UPI Mechanism for an amount more than ₹5 lakhs.

For information on certain procedures to be carried out by the Registrar to the Issue for finalization of the Basis of Allotment, please see “*Information for Applicants*” below.

Information for Applicants

Upon the closure of the Issue, the Registrar to the Issue will reconcile the compiled data received from the Stock Exchanges and all SCSBs and match the same with the Depository database for correctness of DP ID, Client ID, UPI ID (where applicable) and PAN. The Registrar to the Issue will undertake technical rejections based on the electronic details and the Depository database and prepare list of technical rejection cases. In case of any discrepancy between the electronic data and the Depository records, the Issuer, in consultation with the Designated Stock Exchange, the Lead Manager and the Registrar to the Issue, reserves the right to proceed as per the Depository records for such Applications or treat such Applications as rejected.

Based on the information provided by the Depositories, the Issuer shall have the right to accept Applications belonging to an account for the benefit of a minor (under guardianship).

In case of Applications for a higher number of NCDs than specified for that category of Applicant, only the maximum amount permissible for such category of Applicant will be considered for Allotment.

For further details refer to the section “*Rejection of Applications*” on page 118 of the Offer Document.

BASIS OF ALLOTMENT

Basis of Allotment for NCDs

The Registrar to the Issuer will aggregate the Applications based on the Applications received through an electronic book from the Stock Exchanges and determine the valid Applications for the purpose of drawing the Basis of Allotment. Grouping of the Applications received will be then done in the following manner:

1. Grouping of Applications and allocation ratio

For the purposes of the basis of allotment:

- A. *Applications received from Category I Applicants*: Applications received from Applicants belonging to Category I shall be grouped together, (“**Institutional Portion**”);
- B. *Applications received from Category II Applicants*: Applications received from Applicants belonging to Category II, shall be grouped together, (“**Non-Institutional Portion**”).
- C. *Applications received from Category III Applicants*: Applications received from Applicants belonging to Category III shall be grouped together, (“**Retail Individual Investors Portion**”).

For removal of doubt, the terms “**Institutional Portion**”, “**Non-Institutional Portion**”, and “**Retail Individual Investors Portion**” are individually referred to as “**Portion**” and collectively referred to as “**Portions**”.

For the purposes of determining the number of NCDs available for allocation to each of the abovementioned Portions, the Issuer shall have the discretion of determining the number of NCDs to be allotted over and above the Base Issue, in case the Issuer opts to retain any oversubscription in the Issue up to an amount specified under the Offer Document. The aggregate value of NCDs decided to be allotted over and above the Base Issue Size, (in case the Issuer opts to retain any oversubscription in Issue), and/or the aggregate value of NCDs upto the Base Issue Size shall be collectively termed in the Offer Document.

Allocation Ratio:

Particulars	Category I	Category II	Category III
% of the Issue size	60%	25%	15%
Base Issue Size in amount (₹ in crore)	60	25	15
Total Issue Size in amount (₹ in crore)	120	50	30

(a) Allotments in the first instance:

- (i) Applicants belonging to the Institutional Portion, in the first instance, will be allocated NCDs up to 60% of Issue Size on first come first serve basis which would be determined on the date of upload of their Applications in to the electronic platform of the Stock Exchanges;
- (ii) Applicants belonging to the Non-Institutional Portion, in the first instance, will be allocated NCDs up to 25% of Issue Size on first come first serve basis which would be determined on the date of upload of their Applications in to the electronic platform of the Stock Exchanges;
- (iii) Applicants belonging to the Retail Individual Investors Portion, in the first instance, will be allocated NCDs up to 15% of Issue Size on first come first serve basis which would be determined on the date of upload of their Applications in to the electronic platform of the Stock Exchanges.

As per the SEBI Master Circular, the allotment in this Issue is required to be made on date priority basis i.e., on first-come first-serve basis, based on the date of upload of each application into the electronic book of the Stock Exchanges, in each Portion subject to Allocation Ratio. **However, from the date of oversubscription and thereafter, the allotments will be made to the applicants on proportionate basis.**

2. Under Subscription

- (a) If there is any under subscription in any Portion(s), priority in Allotments to other Portion(s) will be first to the Retail Individual Investors Portion, and balance, if any, shall be first made to applicants of the Non Institutional Portion, followed by the Institutional Portion on a first come first serve basis. If there is under subscription in the overall Issue Size, all valid Applications received till the end of last day of the Issue Closure shall be grouped together in each Portion and full and firm Allotments will be made to all valid Applications in each Portion.
- (b) For each Category, all Applications uploaded on the same day onto the electronic platform of the Stock Exchanges would be treated at par with each other. Allotment would be on proportionate basis, where applications uploaded into the platform of the Stock Exchanges exceeds NCDs to be Allotted for each portion respectively from the date of oversubscription and thereafter.
- (c) Minimum Allotments of 10 NCD and in multiples of 1 NCD thereafter would be made in case of each valid Application to all Applicants.

Allotments in case of oversubscription

In case of an oversubscription of the overall Issue, for the purpose of allotment oversubscription will considered Portion wise and allotments to the maximum extent, as possible, will be made on date priority basis i.e. on first-come first-serve basis, based on the date of upload of each application into the electronic book of the Stock Exchanges, in each Portion subject to Allocation Ratio, i.e. full allotment of the NCDs to the Applicants on a first come first basis up to the date falling 1 (one) day prior to the date of oversubscription and thereafter proportionate allotment of NCDs to the applicants from the date of oversubscription (based on the date of upload of each Application on the electronic platform of the Stock Exchanges, in each Portion) up to the last day of the Issue Period.

For the purpose of clarity, in case of oversubscription please see the below indicative scenarios:

- a. In case of an oversubscription in all Portions resulting in an oversubscription in the Issue Size, Allotments to the maximum permissible limit, as possible, will be made on a first-come first serve basis and thereafter on proportionate basis, i.e. full allotment of the NCDs to the Applicants on a first come first serve basis up to the date falling 1 (one) day prior to the date of oversubscription to respective Portion and proportionate allotment of NCDs to the Applicants from the date of oversubscription in respective Portion (based on the date of upload of each Application on the electronic platform of the Stock Exchanges in each Portion).
- b. In case there is oversubscription in Issue Size, however there is under subscription in one or more Portion(s),

Allotments will be made in the following order:

- i. All valid Applications in the undersubscribed Portion(s) uploaded on the electronic platform of the Stock Exchanges till the end of the last day of the Issue Period, shall receive full and firm allotment.
- ii. In case of Portion(s) that are oversubscribed, allotment shall be made to valid Applications received on a first come first serve basis, based on the date of upload of each Application into the electronic platform of the Stock Exchanges. Priority for allocation of the remaining undersubscribed Portion(s) shall be given day wise Applications received in the Retail Individual Investors Portion followed by Non-Institutional Portion and lastly Institutional Portion each according to the day of upload of Applications to the Electronic Book with Stock Exchanges during the Issue period.
- iii. For the sake of clarity, once full and firm allotment has been made to all the valid Applications in the undersubscribed portion, the remaining balance in the undersubscribed Portion will be Allocated to the oversubscribed Portion(s) and proportionate allotments shall be made to all valid Applications in the oversubscribed Portion(s) uploaded on the date of oversubscription and thereafter on the remaining days of the Issue Period.

In case of an oversubscription of the overall Issue and where any Portion(s) gets oversubscribed on the first day of the Issue, all valid applications in such Portion(s) uploaded on the electronic platform of the Stock Exchanges till the end of the last day of the Issue Period, shall get proportional allotment.

Proportionate Allotments:

For each portion, from the date of oversubscription and thereafter:

- (1) Allotments to the Applicants shall be made in proportion to their respective Application size, rounded off to the nearest integer.
- (2) If the process of rounding off to the nearest integer results in the actual allocation of NCDs being higher than the Issue size, not all Applicants will be allotted the number of NCDs arrived at after such rounding off. Rather, each Applicant whose Allotment size, prior to rounding off, had the highest decimal point would be given preference.
- (3) In the event, there are more than one Applicant whose entitlement remain equal after the manner of distribution referred to above, the Issuer will ensure that the basis of allotment is finalised by draw of lots in a fair and equitable manner.

Unblocking of funds

The Registrar shall instruct the relevant SCSB to unblock the funds in the relevant ASBA Account for withdrawn, rejected or unsuccessful or partially successful ASBA Applications within the applicable regulatory timelines.

In case of ASBA Applications submitted to the SCSBs, in terms of the RTA Master Circular, the Registrar to the Issue will reconcile the compiled data received from the Stock Exchanges and all SCSBs and match the same with the Depository database for correctness of DP ID, Client ID and PAN. The Registrar to the Issue will undertake technical rejections based on the electronic details and the Depository database. In case of any discrepancy between the electronic data and the Depository records, the Issuer, in consultation with the Designated Stock Exchange, the Lead Manager and the Registrar to the Issue, reserves the right to proceed as per the Depository records for such ASBA Applications or treat such ASBA Applications as rejected. In case of Applicants submitted to the Lead Manager, Consortium Members and Trading Members of the Stock Exchanges at the Specified Cities, the basis of allotment will be based on the Registrar's validation of the electronic details with the Depository records, and the complete reconciliation of the final certificates received from the SCSBs with the electronic details in terms of the SEBI circular CIR/CFD/DIL/1/2011 dated April 29, 2011. The Registrar to the Issue will undertake technical rejections based on the electronic details and the Depository database. In case of any discrepancy between the electronic data and the Depository records, the Issuer, in consultation with the Designated Stock Exchange, the Lead Manager and the Registrar to the Issue, reserves the right to proceed as per Depository records or treat such ASBA Application as rejected. Based on the information provided by the Depositories, the Issuer shall have the right to accept Applications belonging to an account for the benefit of a minor (under guardianship). In case of Applications for a higher number of NCDs than specified for that category of Applicant, only the maximum amount permissible for such category of Applicant will be considered for Allotment.

For further details refer to the section "*Basis of Allotment for NCDs*" on page 118 of the Offer Document.

INVESTOR WITHDRAWALS**Investor Withdrawals and Pre-closure****Withdrawal of Applications during the Issue Period:**

Applicants can withdraw their Applications until the Issue Closing Date. In case an Applicant wishes to withdraw the Application during the Issue Period, the same can be done by submitting a request for the same to the concerned Designated Intermediary who shall do the requisite.

In case of Applications (other than under the UPI Mechanism) were submitted to the Designated Intermediaries, upon receipt of the request for withdrawal from the Applicant, the relevant Designated Intermediary, as the case may be, shall do the requisite, including deletion of details of the withdrawn Application Form from the electronic system of the Stock Exchanges and intimating the Designated Branch of the SCSB to unblock of the funds blocked in the ASBA Account at the time of making the Application. In case of Applications (other than under the UPI Mechanism) submitted directly to the Designated Branch of the SCSB, upon receipt of the request for withdraw from the Applicant, the relevant Designated Branch shall do the requisite, including deletion of details of the withdrawn Application Form from the electronic system of the Stock Exchanges and unblocking of the funds in the ASBA Account, directly.

Revision of Applications

As per the notice No: 20120831-22 dated August 31, 2012 issued by the BSE and notice no. NSE/CML/2012/0672 dated August 07, 2012 issued by NSE, cancellation of one or more orders (series) within an Application is permitted during the Issue Period as long as the total order quantity does not fall under the minimum quantity required for a single Application. Please note that in case of cancellation of one or more orders (series) within an Application, leading to total order quantity falling under the minimum quantity required for a single Application will be liable for rejection by the Registrar.

Applicants may revise/ modify their Application details during the Issue Period, as allowed/permitted by the Stock Exchanges, by submitting a written request to the Designated Intermediary and the Designated Branch of the SCSBs, as the case may be. For Applications made under the UPI Mechanism, an Applicant shall not be allowed to add or modify the details of the Application except for modification of either DP ID/Client ID, or PAN ID but not both. However, the Applicant may withdraw the Application and reapply.

However, for the purpose of Allotment, the date of original upload of the Application will be considered in case of such revision/ modification. In case of any revision of Application in connection with any of the fields which are not allowed to be modified on the electronic Application platform of the Stock Exchanges as per the procedures and requirements prescribed by the Stock Exchanges, Applicants should ensure that they first withdraw their original Application and submit a fresh Application. In such a case the date of the new Application will be considered for date priority for Allotment purposes.

Revision of Applications is not permitted after the expiry of the time for acceptance of Application Forms on the Issue Closing Date. However, in order that the data so captured is accurate, the Designated Intermediaries and/ or the Designated Branches of the SCSBs will be given up to 5:00 p.m. on the Issue Closing Date to modify/ verify certain selected fields uploaded in the online system during the Issue Period, after which the data will be sent to the Registrar for reconciliation with the data available with the NSDL and CDSL.

Please also see, “*Issue Procedure*” on page 94 of the Offer Document.

TERMS OF THE ISSUE**1. Minimum Subscription**

In terms of the SEBI ILMDS Regulations, for an issuer undertaking a public issue of debt securities the minimum subscription for public issue of debt securities shall be 75% of the Base Issue Size (i.e. Rs. 75 crores). If our Corporation does not receive the minimum subscription of 75% of Base Issue Size (i.e. Rs. 75 crores), prior to the Issue Closing Date the entire Application Amount shall be unblocked in the relevant ASBA Account(s) of the Applicants within prescribed time period under applicable law or such time as may be specified by SEBI provided wherein in case of any delay by the Issuer in making the aforesaid refund, the Corporation will become liable to refund the Application Amount along with interest at the rate of 10 (ten) percent per annum for the delayed period.

To the extent possible, where the required information for making such refunds is available with our Corporation, refunds will be made to the account prescribed. However, where our Corporation does not have the necessary information for

making such refunds, our Corporation will follow the guidelines prescribed by SEBI in the SEBI Master Circular.

2. Right to Recall or Redeem prior to Maturity

Not Applicable

3. Security

The Issue is unsecured, however, the Obligations of the Issuer have been secured by way of:

1. First Pari-passu charge by way of hypothecation over present and future receivables pertaining to entire own revenues/cash flows of the Corporation;
2. First Pari-passu charge over the Escrow Account and the account(s) where the entire own revenues/cash flows are collected and/ or pooled by Nashik Municipal Corporation (collection account(s)), in each case to the extent of the own revenues/cash flows gets collected and/ or pooled in each of such accounts;
3. First and exclusive charge over the Interest Payment Account-II (including the DSRA Amount), Upfront FD 2, Sinking Fund Account- II being opened for the issue, the funds lying in each such account and any investment(s) made from these account(s);
4. Exclusive charge over the Permitted investments made in terms of Structured Payment Mechanism;

The security interest stipulated above shall be collectively referred to as the “Security”.

Security Creation Timelines

- a) Our Corporation intends to enter into an indenture/deed with the Debenture Trustee, (“Debenture Trust Deed”) terms of which will govern the powers, authorities and obligations of the Debenture Trustee. Our Corporation proposes to complete the execution and registration of the Debenture Trust Deed within the stipulated timeframe and shall utilize the funds only after the stipulated security has been created.
- b) Our Corporation further confirms that the funds shall not be utilized until the Debenture Trust Deed is executed, as required under Regulation 20(4) of the SEBI ILMDS Regulations. Under the terms of the Debenture Trust Deed, our corporation will covenant with the Debenture Trustee that it will pay the NCD Holders the principal amount on the NCDs on the relevant redemption date (Redemption Amounts for respective STRPPs) and also that it will pay the interest due on NCDs at the rate specified in the Offer Document and in the Debenture Trust Deed. The Debenture Trust Deed will also provide that our Corporation shall intimate the Debenture Trustee before withdrawing any portion of the security and replacing with another asset of the same or a higher value.
- c) The Corporation undertakes that the necessary documents for the creation of the security, where applicable, would be executed within the time frame prescribed as per applicable law and in accordance with applicable law.
- d) The Security shall be created prior to making the listing application for the NCDs with the Stock Exchanges.
- e) Unless otherwise agreed to by the Debenture Trustee, in the event the above stipulated Security is not created and/or perfected within the timelines as mentioned above or any extended timeline as may be approved by the Debenture Trustee in writing, the NCDs shall carry additional interest, over and above the Coupon Rate, at the rate of 2.% (two percent) per annum, if any, on the NCDs, computed from the date falling after the expiry of the time period provided above, till creation and perfection of the relevant Security and/or till the execution of the relevant security documents.

For further details refer to the section “*Terms of the Issue*” on page 75 of the Offer Document.

BIDDING CENTRE DETAILS**A.K. STOCKMART PRIVATE LIMITED**

601-602, 6th Floor, Windsor Off CST Road Kalina, Santacruz (East) Mumbai – 400 098, Maharashtra.

List of Self Certified Syndicate Bank under the ASBA process is available on the SEBI website at <http://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes>