



MECRA CAPITA FIN PRIVATE LIMITED

Prestige Atlanta Building, 80 Feet Main Road, Koramangala, 1A Block, Bengaluru - 560034, Karnataka State, INDIA. info@mecracapitafin.com, www.mecracapitafin.com, Phone: +91 80 3786 2700 | Mobile and W/A: +91 96635 44005 |

CIN No. U67100KA2022PTC159923

PAN No. AAPCM6492A

Date: 00/00/2026

STRUCTURED FUNDING PROGRAM – VIA ESCROW DEPOSIT AND FIXED DEPOSIT RECEIPT FDR TO FDR - 2026

(3D)

Private & Confidential

This is a **Structured Funding Program – Via Escrow Deposit and Fixed Deposit Receipt (FDR to FDR) Under Recourse Loan** for discussion purposes only and should not be construed as a commitment on the part of **MECRA CAPITA FIN PRIVATE LIMITED (MCFPL)**.

INDICATIVE TERM SHEET

LENDER COMPANY NAME – FIRST PARTY	MECRA CAPITA FIN PRIVATE LIMITED
BORROWER COMPANY NAME	PRIVATE & PUBLIC LIMITED – SECOND PARTY
BOTH PARTIES SIGN & SEAL	MEMORANDUM OF UNDERSTANDING (MOU)
TOTAL FUNDING DURATION	WITHIN 6 AND 12 WEEKS AFTER SIGNING THE GENERAL SECURITY ASSIGNMENT (GSA) ON ALL CORPORATE ASSETS – MOU AGREEMENT
TOTAL LOAN AMOUNT OF VALUE	₹25,00,00,000
TENURE	1 TO 5 YEARS & EXTENSION APPLICABLE
ESCROW AGREEMENT – WWW.AXISTRUSTEE.IN	ESCROW AGENT ALIGNED WITH FIRST PARTY AXIS TRUSTEE ESCROW BANK ACCOUNT FRAMEWORK WITH AXIS TRUSTEE SERVICES LIMITED
LENDER PROCESSING FEE (PF) – (HELD, NOT RELEASED) NON-NEGOTIABLE	5%, i.e., ₹1,25,00,000 ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT SECOND PARTY DEPOSITS PF CHARGES INTO AXIS TRUSTEE ESCROW BANK ACCOUNT
BORROWER MUST PLEDGE ONLY A SINGLE FDR VALUE TO LENDER BANK – “NO LIENS”.	25% ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT OF VALUE (i.e., ₹6,25,00,000)
BORROWER FDR VALIDITY	1 TO 5 YEARS
LENDER COMPANY WILL RAISE LOAN ON THE BORROWER PLEDGED FDR VALUE	i.e., 90% ON THE FACE VALUE OF THE FDR WHICH IS EQUIVALENT OF RS. ₹5,62,50,000
WITHIN 6 & 12 WEEKS LENDER BASED ON THE PROOF OF FUNDS WILL RAISE FUNDS WITH LENDER OWN SOURCE OF INTERNATIONAL INVESTORS OR LENDERS	RS. ₹5,62,50,000 (HELD, NOT RELEASED)



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LENDER COMPANY WILL SIGN SEPARATE LOAN AGREEMENT WITH ONE YEAR TENURE	FUNDING AGAINST THIRD PARTY COLLATERAL SUCH AS FINANCIAL BANK GUARANTEE (FBG) OR STAND BY LETTER OF CREDIT (SBLC)
LENDER GUARANTEED FUND-RAISING VALUE OF AMOUNT	₹25,00,00,000+ (TWENTY-FIVE CRORES)
FIRST PARTY TYPE OF COLLATERAL	FIXED DEPOSIT RECEIPT (FDR) – “NO LIENS”
LENDER EACH FDR VALUE OF AMOUNT AND QTY PLEDGING TO BORROWER BANK	₹6,25,00,000 X 4 FDR = ₹25,00,00,000
LENDER 1ST TRENCH FDR PLEDGING TIMELINE i.e., ₹6,25,00,000 X 3 FDR	6 WEEKS FROM THE DATE OF SIGNING THE AGREEMENT AND SECOND PARTY PLEDGING THE FDR TO THE FIRST PARTY
LENDER 2ND TRENCH FDR PLEDGING TIMELINE i.e., ₹6,25,00,000 X 1 FDR	6 WEEKS FROM THE DATE OF THE 1ST TRENCH END TIMELINE
LENDER ALL FDR VALIDITY & TENURE	1 TO 5 YEARS
LENDER LOAN TYPE OF FACILITY TO BORROWER	CASH CREDIT LIMIT
GUARANTEED CASH CREDIT FACILITY SANCTION LIMIT ON THE LENDER EACH FDR	UPTO 90% ON THE FACE VALUE OF ALL THE TOTAL FDR VALUES i.e., ₹22,50,00,000
TOTAL CASH CREDIT LIMIT AMOUNT	₹22,50,00,000
RATE OF INTEREST – BANK SANCTION LIMIT	6% TO 9% PER ANNUM
ESCROW RELEASE CLAUSE	RELEASED ONLY AFTER SUCCESSFULLY PLEDGING ALL THE FIRST PARTY FDRS ON BEHALF OF THE SECOND PARTY COMPANY BANK ACCOUNT
SECOND PARTY LIABLE TO PAY TAX – (I)	GST APPLICABLE ON THE PROCESSING FEE
CONSULTANTS COMMISSIONS/SUCCESS FEE	2% ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT LIABLE TO PAY BY THE SECOND PARTY
SECOND PARTY DEDUCT TAX – (II)	APPLICABLE TDS ON THE COMMISSION FEE
PENALTY	5% ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT



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REQUIRED DOCUMENTS BASIC DOCUMENTS	<ol style="list-style-type: none"> 1. CLIENT INFORMATION SHEET (CIS) 2. COMPANY DETAIL PROJECT REPORT 3. LETTER OF INTEREST (LOI) 4. PROOF OF FUNDS/ALL BANK STATEMENTS
WORKING AND FUND-RAISING LOCATION	AT BEGALURU, NEW DELHI, MUMBAI, KOLKATA, CHENNAI & ANY METROPOLITAN CITIES & THEIR RESPECTIVE JURISDICTION
OFFER VALIDITY	... WORKING DAYS FROM THE DATE INDICATED

KEY ADVANTAGES
<ul style="list-style-type: none"> ❖ NO ADDITIONAL COLLATERALS REQUIRED UNDER GENERAL SECURITY ASSIGNMENT (GSA) ON ALL CORPORATE ASSETS ❖ NO INSURANCE NEEDED TO SECURE CAPITAL ❖ NO ADVANCE PROCESSING FEE ❖ NO LEGAL SERVICE FEE ❖ FLEXIBLE REPAYMENT OPTIONS ❖ LOW ROI, FASTER PROCESSING & QUICK DISBURSEMENTS ❖ STRUCTURING, VALUE CREATION AND EXIT STRATEGY SUPPORT VIA SALE/ IPO/ REFINANCE ❖ SECOND PARTY SECURITY VALUE 25% ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT ❖ LENDER SECURITY VALUE 100% ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT ❖ LENDER SECURITY RISK 75% ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT
FIRST PARTY FUNDING SECTORS LIST
<ul style="list-style-type: none"> ❖ INFORMATION TECHNOLOGY (IT) ❖ PHARMACEUTICALS ❖ INFRASTRUCTURE ❖ MINING INDUSTRIES ❖ FILM INDUSTRIES ❖ MANUFACTURING INDUSTRIES ❖ TRANSPORT ❖ REAL ESTATE & DEVELOPERS
TERMS & CONDITIONS



CLAUSE (1): THE INDICATIVE TERMS OUTLINED ABOVE ARE NON-BINDING AND SHALL NOT BE CONSTRUED AS AN EXPRESS OR IMPLIED COMMITMENT BY **MECRA CAPITA FIN PRIVATE LIMITED**. ANY TRANSACTION REMAINS SUBJECT TO INTERNAL APPROVALS FROM THE RELEVANT PRIVATE FUNDERS, LENDERS, PLATFORM, AND/OR INVESTORS' DESK, IN ADDITION TO THE SUCCESSFUL COMPLETION OF COMPREHENSIVE LEGAL AND TECHNICAL DUE DILIGENCE.

CLAUSE (2): PROOF OF FUNDS, LETTER OF INTEREST AND ESCROW ARRANGEMENT

SUBMISSION OF PROOF OF FUNDS:

WITHIN FIVE (5) WORKING DAYS UPON RECEIPT OF THE **INDICATIVE TERM SHEET**, THE **SECOND PARTY** SHALL, AS A CONDITION PRECEDENT TO THE ARRANGEMENT OF THE PROPOSED FINANCE FACILITY, PROVIDE THE **FIRST PARTY** WITH A VERIFIABLE BANK STATEMENT DEMONSTRATING THE AVAILABILITY OF FUNDS EQUIVALENT TO **INR ₹7,50,00,000 (RUPEES SEVEN CRORES FIFTY LAKHS ONLY)** AS PROOF OF FUNDS.

ALONG WITH, WITHIN FIVE (5) WORKING DAYS FROM THE DATE OF RECEIPT OF THIS **INDICATIVE TERM SHEET**, THE BORROWER SHALL ISSUE A FORMAL **LETTER OF INTEREST (LOI) OR ACCEPTANCE (LOA)** CONFIRMING ITS INTENT TO AVAIL THE FUNDING FACILITIES UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN.

AN ESCROW MECHANISM SHALL BE ESTABLISHED THROUGH **AXIS TRUSTEE SERVICES LIMITED (WWW.AXISTRUSTEE.IN)**, AND THE ESCROW ACCOUNT SHALL BE ALIGNED WITH THE **FIRST PARTY**, WITH ALL TRANSACTIONS ROUTED EXCLUSIVELY THROUGH THE DESIGNATED ESCROW FRAMEWORK. THE **SECOND PARTY** SHALL DEPOSIT A PROCESSING FEE EQUIVALENT TO **5% OF THE TOTAL LOAN AMOUNT, I.E., ₹1,25,00,000 (RUPEES ONE CRORE TWENTY-FIVE LAKHS ONLY)**, INTO THE SAID ESCROW ACCOUNT, WHICH AMOUNT SHALL BE HELD THEREIN AND SHALL NOT BE RELEASED UNTIL THE FULFILMENT OF THE AGREED TERMS AND CONDITIONS BETWEEN THE PARTIES. UPON RECEIPT OF THE LOI AND THE AFORESAID AGREED PAYMENT TERMS, THE LENDER COMPANY SHALL PROVIDE THE DRAFT OF THE **GENERAL SECURITY ASSIGNMENT (GSA)** AND/OR **MEMORANDUM OF UNDERSTANDING (MOU)** FOR THE BORROWER'S REVIEW AND CONSIDERATION.

SUBJECT TO DETAILED DISCUSSIONS, MUTUAL UNDERSTANDING, AND FORMAL CONFIRMATION BY THE BORROWER, THE LENDER COMPANY SHALL THEREAFTER PROCEED WITH THE SUBSEQUENT STEPS FOR EXECUTION AND IMPLEMENTATION OF THE PROPOSED FUNDING ARRANGEMENT.

CLAUSE (3): VALIDITY OF INDICATIVE TERM SHEET

THIS INDICATIVE TERM SHEET SHALL BECOME VALID AND BINDING FOR FURTHER PROCESSING OF THE PROPOSED FUNDING UPON THE LENDER COMPANY'S RECEIPT OF A DULY EXECUTED LETTER OF INTEREST (LOI) ISSUED BY THE BORROWER ON ITS OFFICIAL LETTERHEAD, AND PAYMENT OF **5%** OF THE TOTAL LOAN AMOUNT INTO THE SAID ESCROW ACCOUNT.

CLAUSE (4): BORROWER COLLATERAL AND FACILITY STRUCTURE

THE **SECOND PARTY** SHALL PLEDGE ONLY A SINGLE FIXED DEPOSIT RECEIPT (FDR) IN FAVOUR OF THE LENDING BANK, EQUIVALENT TO **25%** OF THE TOTAL LOAN AMOUNT, I.E., **₹6,25,00,000 (RUPEES SIX CRORES TWENTY-FIVE LAKHS ONLY)**, WHICH SHALL BE FREE FROM ALL LIENS AND ENCUMBRANCES ("NO LIENS") AND SHALL HAVE A **VALIDITY PERIOD OF 1 TO 5 YEARS** OR AS MUTUALLY AGREED UPON BOTH THE RESPECTIVE PARTIES AGAINST SUCH COLLATERAL ARRANGEMENT, THE LENDING BANK SHALL EXTEND A CASH CREDIT FACILITY TO THE **SECOND PARTY**. THE **FIRST PARTY** SHALL PROVIDE COLLATERAL SUPPORT IN THE FORM OF **FIXED**



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DEPOSIT RECEIPTS (FDRS) WITH “NO LIENS,” STRUCTURED AS ₹6,25,00,000 × 4 FDRS AGGREGATING TO VALUE OF LOAN AMOUNT ₹25,00,00,000.

CLAUSE (5): FDR PLEDGING TIMELINE AND VALIDITY

THE FIRST PARTY SHALL PLEDGE THE FDRS IN A PHASED MANNER, WHEREIN THE FIRST TRANCHE COMPRISING ₹6,25,00,000 × 3 FDRS (₹18,75,00,000) SHALL BE PLEDGED WITHIN 6 WEEKS FROM THE DATE OF SIGNING OF THE AGREEMENT, AND THE SECOND TRANCHE COMPRISING ₹6,25,00,000 × 1 FDR (₹6,25,00,000) SHALL BE PLEDGED WITHIN 6 WEEKS FROM THE COMPLETION OF THE FIRST TRANCHE TIMELINE. ALL FDRS PROVIDED BY THE FIRST PARTY SHALL HAVE A VALIDITY PERIOD RANGING FROM 1 TO 5 YEARS.

CLAUSE (6): SANCTION LIMIT AND INTEREST RATE

BASED ON THE PLEDGED FDRS, THE LENDING BANK SHALL PROVIDE A CASH CREDIT FACILITY WITH A SANCTIONED LIMIT OF UP TO 90% OF THE TOTAL FDR VALUE, AMOUNTING TO NEARLY ₹22,50,00,000 (RUPEES TWENTY-TWO CRORES FIFTY LAKHS ONLY). ACCORDINGLY, THE TOTAL CASH CREDIT LIMIT SHALL BE NEARLY ₹22,50,00,000, AND THE APPLICABLE RATE OF INTEREST SHALL RANGE BETWEEN 6% TO 9% PER ANNUM, SUBJECT TO THE BANK'S PREVAILING SANCTION TERMS AND CONDITIONS.

CLAUSE (7): ESCROW RELEASE AND TAXATION

THE AMOUNT HELD IN THE ESCROW ACCOUNT SHALL BE RELEASED ONLY UPON THE SUCCESSFUL PLEDGING OF ALL FIXED DEPOSIT RECEIPTS (FDRS) BY THE FIRST PARTY IN FAVOUR OF THE SECOND PARTY'S BANK ACCOUNT, IN ACCORDANCE WITH THE AGREED TERMS. GOODS AND SERVICES TAX (GST) SHALL BE APPLICABLE ON THE PROCESSING FEE AND SHALL BE BORNE BY THE SECOND PARTY AS PER PREVAILING LAWS AND REGULATIONS ADDITIONALLY.

CLAUSE (8): CONSULTANT COMMISSION AND PENALTY

THE SECOND PARTY AGREES TO PAY A CONSULTANT COMMISSION/SUCCESS FEE EQUIVALENT TO 2% OF THE TOTAL LOAN AMOUNT, CALCULATED ON THE FACE VALUE, UPON SUCCESSFUL EXECUTION OF THE TRANSACTION. IN THE EVENT OF DEFAULT, DELAY, OR NON-COMPLIANCE WITH THE AGREED TERMS AND OBLIGATIONS, THE SECOND PARTY SHALL BE LIABLE TO PAY A PENALTY EQUIVALENT TO 5% OF THE TOTAL LOAN AMOUNT, ON THE FACE VALUE.

CLAUSE (9): REQUIRED DOCUMENTATION

THE SECOND PARTY SHALL SUBMIT THE REQUISITE BASIC DOCUMENTS FOR PROCESSING AND EVALUATION, INCLUDING BUT NOT LIMITED TO: (I) CLIENT INFORMATION SHEET (CIS), (II) COMPANY DETAILED PROJECT REPORT, AND (III) LETTER OF INTEREST (LOI), (IV) ALL BANK STATEMENTS WITH AVAILABILITY OF FUNDS INCLUDING CC/OD LOAN ACCOUNTS AND CURRENT ACCOUNTS WITH BANKER SIGN & SEAL, ALONG WITH ANY ADDITIONAL DOCUMENTS AS MAY BE REQUIRED BY THE FIRST PARTY OR THE LENDING BANK FROM TIME TO TIME.

CLAUSE (10): REFUNDABILITY

IN THE EVENT THE TRANSACTION IS NOT COMPLETED DUE TO REASONS SOLELY ATTRIBUTABLE TO THE BORROWER, INCLUDING BUT NOT LIMITED TO WITHDRAWAL, NON-COMPLIANCE, OR FAILURE TO FULFIL AGREED CONDITIONS, THE ESCROW FEE SHALL BE DEEMED NON-REFUNDABLE.



VALIDITY & DOCUMENTATION

CLAUSE (11): VALIDITY OF INDICATIVE TERM SHEET

IN THE ABSENCE OF ANY CONFIRMATION FROM THE BORROWER VIA EMAIL, PHONE, OR ANY OTHER MODE OF COMMUNICATION, THIS INDICATIVE TERM SHEET SHALL AUTOMATICALLY BECOME **NULL AND VOID**.

CLAUSE (12): DOCUMENTATION CONDITION

UNTIL THE COMPLETION AND SUBMISSION OF FULL AND SATISFACTORY DOCUMENTATION, THE LENDER COMPANY SHALL HAVE THE ABSOLUTE RIGHT TO **ACCEPT OR REJECT** THE FUNDING TERMS AS AGREED OR MENTIONED IN THIS INDICATIVE TERM SHEET.

PREPAYMENT

CLAUSE (13): PRE-CLOSURE / FORECLOSURE

IN THE EVENT THE BORROWER ELECTS TO REPAY THE OUTSTANDING LOAN AMOUNT, IN FULL OR IN PART, BEFORE THE EXPIRY OF THE AGREED TENURE, THE LENDER SHALL NOT LEVY ANY PRE-CLOSURE, FORECLOSURE, OR PREPAYMENT CHARGES, AND SUCH EARLY REPAYMENT SHALL BE PERMITTED WITHOUT ANY PENALTY.

FORCE MAJEURE & PÉNALTY

CLAUSE (14): FORCE MAJEURE

ANY DELAY OR FAILURE BY EITHER PARTY IN PERFORMING THEIR RESPECTIVE OBLIGATIONS UNDER THIS **INDICATIVE TERM SHEET** SHALL RESULT IN A DEFAULT, AND THE DEFAULTING PARTY SHALL BE LIABLE TO PAY A **PENALTY OF (5%) FIVE PERCENT ON THE FACE VALUE OF THE TOTAL LOAN AMOUNT**, UNLESS OTHERWISE WAIVED IN WRITING BY THE NON-DEFAULTING PARTY.

GOVERNING LAW & JURISDICTION

CLAUSE (15): GOVERNING LAW AND JURISDICTION

UPON EXECUTION BY THE LENDER COMPANY, THIS INDICATIVE TERM SHEET SHALL AUTOMATICALLY CONVERT INTO A FULL-RECOURSE COMMERCIAL AGREEMENT. IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE LENDER COMPANY WORKING LOCATION IS DOMICILED, WITH COURTS OF SUCH JURISDICTION HAVING EXCLUSIVE AUTHORITY.

BORROWER/SECOND PARTY ELGIBILITY:

- (A) SECOND PARTY MUST HAVE A PRIVATE LIMITED OR PUBLIC LIMITED COMPANY.
- (B) SECOND PARTY MUST HAVE CC/OD/BG/LC LIMITS OF 10CR TO 25CR+ WITH AVAILABLE CURRENT ACCOUNT BALANCE VALUE RS. 7.50CR+ IN ORDER TO EXECUTE THE TERM SHEET
- (C) UNDERLINED TERMS & CONDITIONS ARE STRICTLY NON-NEGOTIABLE.
- (D) SECOND PARTY MUST HAVE THE LAST THREE (3) YEARS' AUDITED BALANCE SHEET.
- (E) SECOND PARTY MUST HAVE 100+ CR ANNUAL TURN OVER OR REVENUE FROM OPERATIONS.
- (F) SECOND PARTY MUST HAVE 10CR+ PROFIT AFTER TAX (PAT) FOR THE YEAR 2025 – 2026.

LIST OF DOCUMENTS REQUIRED:

- (1) LETTER OF INTEREST (LOI)/LETTER OF ACCEPTANCE.



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- (2) COMPANY PROFILE AND DETAILS PROJECT REPORT.
- (3) COMPANY KYC, COMPANY ALL DIRECTORS, INDIVIDUAL AADHAR CARD, PAN DETAILS.
- (4) LAST ONE-YEAR AUDITED BALANCE SHEET FY 2025 – 2026 CERTIFIED BY THE CA.
- (5) LAST 3 MONTHS BANK STATEMENTS OF CURRENT AND CC/OD BANK ACCOUNTS.
- (6) ALL BANKS SANCTION LIMIT LETTERS.

FURTHER ANY CLARIFICATIONS, PLEASE FEEL FREE TO CONTACT US VIA PHONE/EMAIL/GOOGLE MEET.

THANK YOU,

YOURS RESPECTFULLY,

FROM MECRA CAPITA FIN PRIVATE LIMITED
NAME: MR. RANGANATH CHITRAGAR
DIRECTOR
DIN: 07864270



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