BAJAJ FINANCE LIMITED

SEC/PPNCD/BSE-NSE/2021/286-5 19 August 2022

The Manager, BSE Limited, Phiroze Jeejeebhoy Towers, 25th Floor, Dalal Street, Mumbai – 400 001	The Manager, National Stock Exchange of India Ltd., Exchange Plaza, C-1, Block G, Bandra – Kurla Complex, Bandra (East), Mumbai – 400 051
Scrip Code:500034	Scrip Code : BAJFINANCE -EQ

Dear Sirs,

Sub.: Intimation of allotment of Secured Redeemable Non-Convertible Debentures on Private Placement basis

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, this is to inform you that the Debenture Allotment Committee of the Company has, at its meeting held on 19 August 2022, allotted 6500 Secured redeemable non-convertibles debentures, with details as below:

Term Sheet

Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year) .	Bajaj Finance Limited 7.38% Secured Redeemable Non-Convertible Debentures (NCD) 2025
Issuer	Bajaj Finance Limited
Type of Instrument	Secured Redeemable Non-Convertible Debentures
Nature of Instrument (Secured or Unsecured)	Secured
Seniority (Senior or Subordinated)	Senior
Mode of Issue	Private Placement
Eligible Investors	• Companies and Bodies Corporate including Public Sector Undertakings; • Commercial Bank, • Regional Rural Banks, • Financial Institutions, • Insurance Companies, • Non-banking finance companies and Residuary NBFCs • Mutual funds • Foreign institutional investors • Foreign portfolio investors as permitted under the SEBI (Foreign Portfolio Investors) Regulations, 2014 • Venture Capital Funds • National Investment Funds • Provident Funds, Gratuity, Superannuation and Pension Funds, subject to their Investment guidelines

Listing (name of stock Exchange(s) where it will be listed and timeline for listing)	Proposed to be listed on the wholesale debt segment of BSE as per Operational Guidelines issued by the Securities and Exchange Board of India dated August 10, 2021 the listing will be done the listing will be within T+ 4 working days from the date of closure of each tranche of issue. In case of further issuance where bond is already listed on the exchange, necessary arrangements will be made to give effect of further issuance
Rating of the Instrument	"CRISIL AAA/ Stable" by CRISIL LTD
ISIN (In Case of Further Issuance)	INE296A07SB3
Issue Size	₹10 Crores plus ₹2990 Crores
Past Issuance History	₹550 Crs
Total Issue size	₹10 Crores plus ₹2990 Crores
Minimum subscription	₹1crs and in multiples of ₹10 lacs thereafter
Option to retain oversubscription (Amount)	Retain over subscription up to ₹2990Crore.
Objects of the Issue / Purpose for which there is requirement of funds	Objects of this issue including green shoe option, if any, is to augment the long term resources of the Company. The funds raised through this issue will be utilized for general business purpose of the Company including various financing activities, to repay our existing loans, investments for liquidity and statutory requirements, capital expenditure and working capital requirements.
In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:	N.A.
Details of the utilization of the Proceeds	Upto 100% funds will be utilized within the categories mentioned in the objects of the issue.
Consolidation of ISINs	The Company shall have the right/shall be entitled to add additional securities (for such additional amounts as may be issued by the Company from time to time) to the existing ISINs from time to time in accordance with the terms as set out in the Shelf Placement Memorandum.
Coupon / ~~Dividend~~ Rate	7.38%
Step Up/Step Down Coupon Rate	Not Applicable
Coupon/~~Dividend~~ Payment Frequency	Payable Annually & on Maturity
Coupon / ~~Dividend~~ payment dates	08-Aug-23 (1st Coupon Payment) 08-Aug-24 (2nd Coupon Payment) & 08-Aug-25 (Final Coupon Payment)

(Cumulative / Non cumulative, in case of dividend	Not Applicable
Coupon Type (Fixed, floating or other structure)	Fixed
Tenor (Residual Maturity days)	1085 days
Redemption Date	08th August 2025
Redemption Amount	₹10,00,000/- per NCD
Redemption Premium /Discount	Not Applicable

CASH FLOWS		
1st Coupon Date	Date*	08-08-23
	No of Days	365
	Amount (₹) Per NCD	73,800.00
2nd Coupon Date	Date*	08-08-24
	No of Days	366
	Amount (₹) Per NCD	73,800.00
3rd Coupon Date	Date*	08-08-25
	No of Days	365
	Amount (₹) Per NCD	73,800.00
Principal/ Redemption Amount	Date*	08-08-25
	No of Days	1096
	Amount (₹) Per NCD	10,00,000.00
Coupon Rate		7.38% p.a.
Residual Tenor (In Days)- Issue series 286 - (Tranche 5)		1085
Redemption Date		08-08-25
Redemption Premium/Discount		N.A.
Coupon Payment Frequency		Payable Annually & on Maturity
Coupon Type		Fixed
Issue Price		Clean Price: ₹99.9742 per ₹100 per NCD. Accrued interest of ₹ 0.2224 per ₹100 per NCD. (Accrued interest calculated for 11 days i.e. 08th Aug 22 to 18th Aug 22)

Premium/ Discount at which security is issued and the effective yield as a result of such premium/ discount (Incase of Further issuance)	Discount of ₹0.0258 per ₹100 per NCD

** Payment dates subject to change as per the holidays declared in that particular year. Payment convention to be followed as per SEBI Operational circular dated 10 August 2021*

Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.,)	Not Applicable
Day Count Basis (Actual/Actual)	Actual/Actual Interest shall be computed on an "actual/actual basis". Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year-basis.
Interest on Application Money	N.A.
Default Interest Rate	2% p.a. over the coupon rate will be payable by the Company for the defaulting period if such failure is not rectified within 7 working days.
Put Date	N.A.
Put Price	N.A.
Call Date	N.A.
Call Price	N.A.
Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)	N.A.
Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)	N.A.
Face Value	Rs.10,00,000/- per NCD
Minimum Application and in multiples of thereafter	10 Debentures of face value ₹10 Lakh each i.e. ₹1 Crore and in multiples of one debenture (₹10 Lakh each) thereafter.
Issue Timing	Issue Open - 12.00 P.M. and Issue closes - 01.00 P.M.
Issue Opening Date	18 August 2022
Issue Closing date	18 August 2022
Date of earliest closing of the issue, if any.	18 August 2022
Pay-in Date	19 August 2022
Deemed Date of Allotment	19 August 2022
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only

Settlement mode of the Instrument	The pay-in of subscription monies for the Tranche Debentures shall be made by way of transfer of funds from the bank account(s) of the eligible investors (whose bids have been accepted) as registered with the EBP into the account of the relevant clearing corporation, as specified below. For amounts payable by the Issuer to any Debenture Holder pursuant to the terms of the Transaction Documents, Cheque(s)/ electronic clearing services (ECS)/credit through RTGS system/funds transfer to the specified bank account of the Debenture Holder shall be the mode of settlement.
Settlement mode of the Instrument	RTGS / NEFT/ FUND TRANSFER
Depository	NSDL / CDSL
Disclosure of Interest/Dividend / redemption dates	As per above mentioned.
Business Day	Means any day of the week (excluding non-working Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) (as may be amended/supplemented from time to time) in Mumbai and any other day on which banks are closed for customer business in Mumbai) on which the money market is functioning in Mumbai and "Business Days" shall be construed accordingly.
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any due date, which shall be the date falling 15 (Fifteen) calendar days prior to any due date.
Manner of bidding in the issue	Open bidding
Manner of allotment	Multiple Price
Type of Bidding	Yield (Coupon) based
Manner of settlement	Through Indian Clearing Corporation Ltd
Designated Account details of ICCL	HDFC Bank : Beneficiary Name: INDIAN CLEARING CORPORATION LTD Account Number: ICCLEB IFSC Code : HDFC0000060
Settlement cycle	Settlement shall be on T+1 day

Business Day Convention	As per Operation framework issued by SEBI on 10 August 2021 – a) If any interest payment falls due on a holiday, such interest (as calculated up to the day preceding the original date of payment) will be paid on the next working day.

	Date of subsequent interest payment(s) shall remain unchanged. b) If payment of redemption proceeds (i.e. principal amount along with last interest payment) falls due on a holiday, such redemption proceeds will be paid on the preceding working day. The amount of interest in such case will be calculated upto the date preceding the actual date of payment of redemption proceeds.
All covenants of the issue (including side letters, accelerated payment clause, etc.)	As set out in Annex. F and all covenants applicable to the issue covered in the Offer Document and the Transaction Documents, and there is no other side letter.
Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/Placement Memorandum).	The Debentures repayment, interest thereon, Trustees' remuneration and all other monies relating thereto will be secured by a first pari-passu charge on book debts/loan receivables, provided that such security cover shall be equivalent to 1.00 time the aggregate outstanding value of debentures to be issued under this Shelf Placement Memorandum. The Company shall ensure that the Required Security Cover which is calculated in accordance with the applicable regulations and circulars of the SEBI as amended from time to time, including the SEBI circular dated 19 May 2022, on 'Revised format of security cover certificate, monitoring and revisions in timeline's is also maintained. The Company shall furnish (a) a certificate from an authorised signatory of the Company as on the last day of every month, (b) the certificate of a chartered accountant as on the last day of every financial quarter, or if so required under the applicable regulations, including the SEBI circular dated 19 May 2022, on 'Revised format of security cover certificate, monitoring and revisions in timeline's (the "SEBI security Cover Certificate") by the statutory auditor, on the last date of each financial quarter, each certifying that the Required Security Cover is maintained, along with the list of loan receivables, forming part of the Secured Property, to the Debenture Trustee over which a first ranking pari-passu charge has been created in favour of the Trustee (for the benefit of the Debenture Holders) as on the date such certificates are submitted
Transaction Documents	• Shelf Placement Memorandum; • Tranche Placement Memorandum • Debenture Trust Deed; • Debenture Trustee Agreement; • Deed of Hypothecation • Any other document as agreed between the Company and the Debenture Trustee. (together referred to as "Transaction Documents")]

Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document / Shelf Placement Memorandum	The Issue shall be secured by a charge created by the Issuer in favor of the Debenture Trustee (for the benefit of the Debenture Holders) being an exclusive first ranking paripassu charge by way of hypothecation comprising of the assets of the Issuer (Save and except Permitted Security Interest) as follows: (a) On and from the date of execution of the Deed of Hypothecation, the Issuer shall create a charge over the Hypothecated Property in terms thereof. The Security Cover to be maintained by the Issuer shall be equal to 1 (One) time the aggregate principal amount outstanding of the Debentures and the accrued Coupon thereon ("Security Cover"). It is clarified that the Security Cover shall be sufficient to cover the principal and coupon amounts outstanding under the Debentures at all times. The Issuer undertakes: (i) to maintain the value of Security Cover at all times till the obligations under the Issue are discharged; (ii) to create the charge over the Hypothecated Property by executing a duly stamped Deed of Hypothecation) prior to the listing (iii) to perfect the charge over the Hypothecated Property by filing the relevant form immediately and no later than 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation
Due diligence certificate issued by the Debenture Trustee	The due diligence certificate issued by the Debenture Trustee to BSE in accordance with the SEBI circular dated November 03, 2020 (bearing reference no SEBI/HO/MIRSD/CRADT/CIR/P/2020/218) is annexed hereto as Annexure H
Terms and conditions of debenture trustee agreement including fees charged by Debenture Trustees(s). details of security to be created	Please refer to Annexure G_ below. Debenture Trustee Agreement has been executed as per required regulation on 7 April 2022 i.e. before opening of the issue. The remuneration of the Debenture Trustee shall be as per the letter dated 7 April 2022 as may be amended/modified from time to time.
Conditions Precedent to Disbursement	1. The Issuer has obtained in-principle approval of the stock exchange for listing of Debentures; 2. Execution Debenture Trust Deed in case delay in execution of trust deed issuer will pay 2% p.a. to the investor till the execution of trust deed); 3. Such other undertaking as may be required from the Company.
Conditions Subsequent to Disbursement	1. Filing of the relevant documents inter alia, return of allotment etc. with the Registrar of Companies within the timelines specified under the rules under the Companies Act, 2013.

	2. Execution of Deed of Hypothecation and completion of the listing of Debentures on BSE within 4 (Four) Business Days from the Deemed Date of Allotment. 3. Filing of the relevant form with the Registrar of Companies for the registration of charge over the Hypothecated Property within 30 (Thirty) calendar days from the date of execution of the Deed of Hypothecation. 4. Execution of any other documents as customary for transaction of a similar nature and size.
Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	As set out in Annexure E Manner of Voting/ conditions of joining Inter Creditor Agreement - Manner of Voting shall be as detailed in the Inter Creditor Agreement which shall be executed in terms of SEBI (Debenture Trustee) Regulations 1993, Regulation 15, Sub Regulation 7, Subject to the approval of Debenture holders and conditions as may be specified by SEBI from time to time, the debenture trustee, on behalf of debenture holder, may enter into inter creditor agreements provided under the framework specified by RBI
Creation of recovery expense fund	The issuer have created recovery expense fund in favour of BSE Ltd. in the form of Bank guarantee of Rs. 25 Lakh
Conditions for breach of covenants (as specified in Debenture Trust Deed)	As listed in Annexure E of this document
Provisions related to Cross Default Clause	Not Applicable
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders. Further, the Debenture Trustee has undertaken the necessary due diligence in accordance with Applicable Law, including the SEBI (Issue and Listing of Non Convertible Securities) Regulations, 2021 and SEBI (Debenture Trustees) Regulations, 1993, read with the circulars issued by SEBI titled (i) "Creation of Security in issuance of listed debt securities and 'due diligence' by debenture trustee(s)" dated November 3, 2020; and (ii) "Monitoring and Disclosures by Debenture Trustee(s)" dated November 12, 2020."
Risk factors pertaining to the issue	Please read the Risk Factors given in the Shelf Placement Memorandum
Governing Law and Jurisdiction	The Debentures will be governed by and shall be construed in accordance with the existing Indian laws. Any dispute between the Company and the Debenture holder will be subject to the jurisdiction at Pune.
Covenants	1. The execution of Trust Deed and Charge documents will be created before listing of securities with Exchange. 2. Default in Payment: In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of atleast @ 2% p.a. over the coupon rate will be payable by the Company for the defaulting period if such failure is not rectified

	within 7 working days 3. Delay in Listing: In case of delay in listing of the debt securities beyond the timelines specified in para 2 of SEBI Circular no.SEBI/HO/DDHS/CIR/P/2020/198 dated 5 October 2020 issuer shall: a. Pay penal interest of 1% p.a. over coupon rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing) b. Be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from Stock Exchanges. 4. The company shall pay interest for the delayed period as per the provision of Companies Act / SEBI (ICDR) Regulations, if the allotment is not made within the prescribed time limit and / or the Refund Orders are not despatched to the investors within 15 days from the date of the closure of the Issue, for the delay beyond the 15 days' period. 5. As per NCS Regulation dated 9 August 2021 "While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document/ Shelf Placement Memorandum , in favour of Debenture Trustee. The Company will make available adequate funds for this purpose.

The above is for your information and record.

Thanking you,
Yours faithfully,
For **Bajaj Finance Limited**

VIJAY RAMCHANDRA

Digitally signed by VIJAY RAMCHANDRA
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Date: 2022.08.19 18:52:41 +05'30'

R Vijay
Company Secretary