

Term Sheet

Security Name	Edelweiss Asset Reconstruction Company Limited - 20171121, 2% listed, rated, secured, redeemable, non-convertible debentures 2027.
Issuer	Edelweiss Asset Reconstruction Company Limited
Type of Instrument	Listed, rated, secured, redeemable, non-convertible debentures (“NCDs” or “Debentures”)
Nature of Instrument	Secured
Seniority	Senior
Mode of Issue	On Private Placement basis to eligible investors
Issue Size	INR 97,50,00,000 (Rupees Ninety Seven Crores Fifty Lakhs)
Option to retain oversubscription (Amount)	None
Eligible Investors	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures:</p> <ul style="list-style-type: none">• Individuals• Hindu undivided family• Trust• Limited liability partnerships• Partnership firm(s)• Portfolio managers registered with SEBI• Association of persons• Companies and bodies corporate including public sector undertakings• Commercial banks• Regional rural banks• Financial institutions• Insurance companies• Mutual funds• Any other investor eligible to invest in these Debentures.
Minimum Application Size	INR 10,00,000/- per Debenture
Face Value	INR 10,00,000/- per Debenture
Issue Price	INR 10,00,000/- per Debenture

Discount at which Debenture is issued and the effective yield as a result of such discount	Nil
Tenor	The term of the Debentures shall be 10 (ten) years from the Deemed Date of Allotment.
Interest / Coupon Rate	2% (two per cent) per annum, payable at quarterly rests.
Step Up/ Step Down Coupon Rate	Conditional Interest may be paid subject to sufficiency of cash flows in Escrow Account in accordance with the Debenture Trust Deed.
Coupon Payment Frequency	Quarterly
Coupon Payment Dates	Dates on which coupon will be paid will be the 28 th (twenty eighth) day of June, September, December and March of each Financial Year on which the Company shall be required to pay Interest and if applicable, Conditional Interest to the Debenture Holders, in accordance with this Disclosure Document (and the first Interest Due Date for each series of Debentures shall be the 28 th (twenty eighth) day of any of June or September or December or March of the Financial Year in which the Deemed Date of Allotment falls, which appears immediately following the relevant Deemed Date of Allotment for such series of Debentures).
Coupon Type	In addition to the Interest payable by the Company, the Company shall pay Conditional Interest, being the interest payable on the Debentures by the Company to the Debenture Holders on each Interest Due Date, if sufficient funds are lying in the Escrow Account to make such payment (being the positive difference between the Interest Payment Funds lying in the Escrow Account and the amount of Interest payable on such Interest Due Date). Conditional Interest shall be paid by the Company to the Debenture Holders on any Interest Due Date(s), from Interest Payment Funds that may be available in the Escrow Account on such Interest Due Date(s) after the Company has paid the amount of Interest required to be paid by it to the Debenture Holders on such Interest Due Date(s).
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	Not Applicable

Day Count Basis	Actual
Interest on Application Money	Nil
Default Interest Rate	2% (two percent) per annum.
Redemption Date	<p>The Company shall pay the principal amount due and payable on the Debentures, on the last date of the Debenture Term.</p> <p>Early Redemption Date: In each of the first 4 (four) years following the Deemed Date of Allotment, the Company shall pre-pay the outstanding Secured Obligations in part, up to and not exceeding the respective maximum amounts set out in amortization schedule as stated in Annexure F hereof for each of such 4 (four) years (without being required to make any payment in the nature of additional fees, levies or charges), by issuing a prior written notice to the Debenture Holders.</p> <p>At any time after the expiry of the first 4 (four) years following the Deemed Date of Allotment, the Company shall have the right to pre-pay the Secured Obligations then outstanding in whole or in part (without being required to make any payment in the nature of additional fees, levies or charges), by issuing a prior written notice to the Debenture Holders.</p> <p>Provided, at any time prior to or after the expiry of 4 (four) years from the Deemed Date of Allotment, if the Company is desirous of pre-paying the outstanding Secured Obligations in part, it may elect to make such pre-payment pro rata to the number of Debentures outstanding.</p>
Redemption Amount	INR 97,50,00,000 (Rupees Ninety Seven Crores Fifty Lakhs)
Redemption Premium / Discount	The Company shall pay Redemption Premium to the Debenture Holders, being the amount payable on the Debentures by the Company to the Debenture Holders on the Redemption Date and/or on any Early Redemption Date, which shall be the positive difference between the Redemption Funds lying in the Escrow Account and the principal amounts outstanding and payable by the Company on the Redemption Date and/or on any Early Redemption Date.
Discount at which security is issued and the effective yield as a result of such	Nil

discount	
Put Date	Nil
Put Price	Nil
Put Notification Time	Nil
Call Date	Nil
Call Price	Nil
Call Notification Time	Nil
Listing	The Company shall obtain all necessary trading approvals and list the Debentures no later than 15 (fifteen) days from the Deemed Date of Allotment on WDM of BSE and the Company shall maintain continuous listing of the Debentures. If the Debentures issued to the Debenture Holders are not listed within 15 (fifteen) days of the Deemed Date of Allotment, the Company will immediately redeem / buyback the Debentures from the Debenture Holders, if they have not been disposed off by the Debenture Holders by way of sale to a third party or to the Company.
Market Lot	The minimum lot size for trading shall be 1 Debenture and in multiple of 1 thereafter.
Issuance mode of Debentures	Demat only
Trading mode of the Debentures	Demat only
Depository	NSDL or CDSL
Security	<p>The Debentures shall be secured by:</p> <p>(a) Mortgage over the Mortgaged Property to be created in terms of the Debenture Trust Deed; and</p> <p>(b) Pledge of the Pledged SRs in favour of the Trustee, to be created in terms of the Security Receipts Pledge Agreement.</p>
Rating	CRISIL AA-/Stable by CRISIL Limited

Objects of the Issue	The object of the Issue is to avail long term debt facility for the purposes of meeting the capital funding requirements of the Company.
Details of the Utilisation of the proceeds	The Company shall utilise the Subscription Amount to be received from the Debenture Holders towards: (i) subscription to / purchase of the Security Receipts; and/or (ii) general corporate purposes of the Company; and/or (iii) refinancing of existing borrowings of the Company.
Settlement mode of the Debentures	Redemption proceeds, comprising of the value of principal and Interest shall be paid by cheque/demand draft/NEFT/RTGS to the holders of the NCDs as on the Record Date.
Business Day Convention	Whenever any payment to be made or action to be taken under the Debenture Trust Deed, is required to be made or taken on a day other than a Business Day, such payment shall be made or action be taken on the immediately following Business Day.
Holiday Convention	<p>Should any of the date(s), including the Deemed Date of Allotment, or the Record Date, as defined in this Disclosure Document, fall on a Saturday or Sunday or a public holiday or no high value clearing or RTGS is available for any reason whatsoever at a place where the registered/corporate office is situated, the immediately following Business Day shall be considered as the effective date.</p> <p>Should the Redemption Date and/or the Interest Due Date of the Debentures fall on a Saturday, Sunday or a public holiday or no high value clearing or RTGS is available for any reason whatsoever at a place where the registered/corporate office is situated, the principal and/or Interest (including the Conditional Interest and/or the Redemption Premium) shall be paid on the immediately following Business Day.</p>
Record Date	The date, as may be fixed by the Company, which will be 15 (fifteen) days prior to the Redemption Date/Interest Due Date/Early Redemption Date (or any other date as may be decided by the Board or any Committee constituted / to be constituted by the Board) on which the determination of the persons entitled to receive coupon/redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or the relevant Depository) shall be made.
Conditions Subsequent to	The conditions subsequent to the issuance have been set out in detail in

Disbursement	the Debenture Trust Deed.
Conditions Precedent for Investment	The conditions precedent to investment has been set out in detail in the Debenture Trust Deed.
Events of Default	The events of default have been set out in detail in the Debenture Trust Deed.
Provisions related to Cross Default Clause	Not Applicable
Issue Opening Date	November 21, 2017.
Issue Closing Date	November 21, 2017.
Pay-in-Date	November 21, 2017
Deemed Date of Allotment	November 21, 2017.
Roles and Responsibilities of Debenture Trustee	The Trustee shall perform its obligations, responsibilities and duties in accordance with the Act and Rules, SEBI (Debenture Trustee) Regulations, 1993 and the Debt Listing Regulations. Further, the rights, powers, duties and liabilities of the Trustee are set out in detail in the Debenture Trust Deed.
Governing Law and Jurisdiction	<p>The Debenture Trust Deed is governed by and shall be construed in accordance with the laws of India.</p> <p>The Parties to the Debenture Trust Deed agree that any legal action or proceedings arising out of the Debenture Trust Deed shall be brought in the High Court of Judicature or the tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of that Court or tribunal. The Trustee may, however, acting pursuant to a Majority Resolution, commence any legal action or proceedings arising out of the Debenture Trust Deed in any other court, tribunal or other appropriate forum, and all the other parties to the Debenture Trust Deed hereby consent to that jurisdiction.</p>
Other Terms	The Company shall ensure that at least the relevant percentage of the SR Receivables (as such term is defined in the Debenture Trust Deed) of each relevant Edelweiss Securitisation Trusts, (as such term is defined in the Debenture Trust Deed) as given in Annexure G below, shall be

	deposited in the Escrow Account for such amounts to be used towards repayment of the Debentures issued pursuant to these terms. Detailed terms and conditions of the Debentures are set out in the Debenture Trust Deed.
Transaction Documents	<p>Means:</p> <ul style="list-style-type: none"> (a) the Debenture Trust Deed; (b) the Escrow Account Agreement; (c) the Security Documents; (d) this Disclosure Document; and (e) any other document that may be designated as a transaction document by the Trustee.
Debenture Trustee	SBICAP Trustee Company Limited