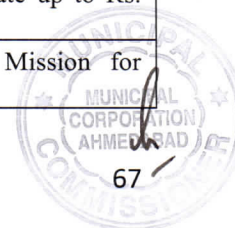
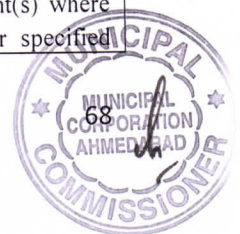


SUMMARY TERM SHEET

Security Name	Ahmedabad Municipal Corporation Taxable Bond 2019 Series I-
Issuer	Ahmedabad Municipal Corporation
Type of Instrument	Listed, Taxable, Non-Convertible, Unsecured, Redeemable, Bonds in the nature of Debentures
Seniority	Senior
Mode of Issue	Private placement
Eligible Investors	<ul style="list-style-type: none"> • Mutual Funds registered with SEBI; • Public Financial Institutions as defined in Section 2(72) of the Companies Act, 2013; • Scheduled Commercial Banks; • State Industrial Development Corporations; • Multilateral and Bilateral Development Financial Institutions; • Insurance Companies registered with the Insurance Regulatory and Development Authority; • Provident Funds; • Pension Funds; • National Investment Fund set up by resolution no. F. No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; • Insurance Funds set up and managed by army, navy or air force of the Union of India; • Companies within the meaning of sub-section 20 of Section 2 of the Companies Act, 2013; • Statutory Bodies/ Corporations; • Cooperative Banks; • Regional Rural Banks; • Limited Liability Partnerships; • Trusts including Public/ Private/ Charitable/ Religious Trusts; • Societies registered under the applicable laws in India and authorized to invest in Bonds; • Any other legal entities authorized to invest in Bonds, subject to compliance with the relevant regulations applicable to such entities.
Investors not eligible to apply	<ul style="list-style-type: none"> • Venture Capital Funds; • Foreign Nationals; • Minors without a guardian name; • Persons resident outside India; • Overseas Corporate Bodies; • Person ineligible to contract under applicable statutory/ regulatory requirements; • Resident Individual Investors, Hindu Undivided Families through Karta, Non Resident Indians
Listing	Wholesale debt market segment of NSE
Rating of the Instrument	Provisional CRISIL AA+(SO)/Stable and Provisional IND AA+(SO)'/Stable
Indicative Issue Size	Rs. 100,00,00,000 /- (Rupees One Hundred Crores only)
Option to retain oversubscription (Amount)	Rs. 100,00,00,000 /- (Rupees One Hundred Crores only) aggregate up to Rs. 200,00,00,000 /- (Rupees Two Hundred Crores only)
Objects of the Issue	The proceeds of the bonds will be utilized towards Atal Mission for Rejuvenation and Urban Transformation (“AMRUT”).



Details of the utilization of the Proceeds	The proceeds of the bonds will be utilized towards Atal Mission for Rejuvenation and Urban Transformation ("AMRUT").
Coupon Rate	8.70% p.a.
Taxable/Tax free	Taxable
Step Up/Step Down Coupon Rate	N.A.
Coupon Payment Frequency	Semi Annual
Issue Timing	
1. Bid Open/Bid Close Date	11 January 2019
2. Issue Open/ Issue Close Date	15 January 2019
3. Pay-in Date	15 January 2019
4. Deemed Date of Allotment	15 January 2019
Coupon payment date	15 July and 15 January of each year till maturity
Coupon Type	Fixed
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc).	NA
Day Count Basis	Actual / Actual
Interest on Application Money	In respect of Investors who get Allotment of Bonds in the Issue, interest on Application Money shall be payable at the Coupon Rate (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) on the aggregate face value amount of Bonds for the period starting from and including the Pay-in Date upto but excluding the Deemed Date of Allotment. Such interest on Application Money shall be paid by the Issuer to the relevant Applicants within 15 days from the Deemed Date of Allotment.
Tenor	5 years
Redemption Date	15 January 2024
Redemption Amount	Rs. 10 lakh per Bond (at par)
Redemption Premium /Discount	N.A.
Issue Price	At par
Discount at which security is issued and the effective yield as a result of such discount.	N.A.
Put option Date	N.A.
Put option Price	N.A.
Call Option Date	N.A.
Call Option Price	N.A.
Put Notification Time	N.A.
Call Notification Time	N.A.
Face Value	Rs. 10,00,000/- (Rupees ten lakhs)
Minimum Application and in multiples of Debt Securities thereafter	Minimum 5 Bonds and Multiple of 1 there after
Indicative Structured Payment Mechanism	Under the structured payment mechanism all funds deposited whether on account of Property tax & user charges or otherwise in the account(s) where property tax is deposited (Collection Accounts(s)) and any other specified



revenue/cashflow shall be transferred to a separate no-lien Escrow Account for debt servicing. This transfer shall be done on a daily basis except on the last business day of every month. AMC shall also maintain no lien account Debt Service Account (DSA) with the Escrow Banker for servicing debt of Issuer where funds have to be set apart from the Escrow Account. On the last business day of every month, the Minimum Balance maintained as indicated below shall be transferred to the Debt Service Account. Eligible Bondholders and Lenders shall have first pari-passu charge over the Escrow Account, Debt Service Account and the collection account(s).

AMC should also establish such accounts for servicing debt for each lender/debenture with the Escrow Banker as per the terms of each borrowing. Bondholders/Lenders shall have exclusive first pari-passu charge over such accounts for their respective borrowings.

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

- a. The funds should be first utilised to meet Minimum Balance in Escrow Account. The Minimum Balance to be maintained in any month shall be calculated as per para 3 below.
- b. The Minimum Balance shall not be used for any purpose other than transfer to the Debt Service Account.
- c. The surplus funds after meeting the Minimum Balance can thereafter be transferred to AMC HO Account. (ICICI Bank Account No 002405019540)

AMC, with the written consent of the Trustees, can transfer the Minimum Balance maintained in Escrow Account to Debt Service Account on any day prior to the last business day of the month.

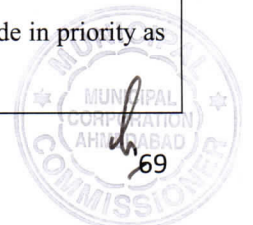
2. In case of any shortfall from transfer from Escrow Account to Debt Service Account, AMC shall make good the shortfall from the funds from other account(s) to Debt Service Account.

3. The funds to be transferred to the Debt Service Account from the Escrow Account ("Minimum Balance") shall be aggregate of the following:

- i) Monthly Contribution to be transferred from the Escrow Account shall be calculated separately for each Bond/loan facility as per the terms of the said issuance/facility.
- ii) Shortfall in any earlier contribution to the extent not made good by AMC from other account(s).

4. The funds lying in the Debt Service Account (DSA) shall be used in the following priority:

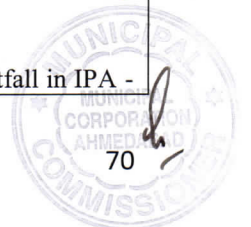
- a) Firstly, to transfer funds from Debt Service Account to respective accounts created for servicing of each loan /bonds
- b) Within each loan/bonds service the transfer shall be made in priority as per the terms and conditions of the loan/bonds facility



5. AMC, at its sole discretion but with prior intimation to the Trustees, can expedite payment of any succeeding future month(s) contribution into the Debt Service Account such that at no time the contribution to Debt Service Account is less than as calculated in para 3 above (including the contribution for the month to be expedited).
6. Bondholder(s)/Lenders(s) shall have first, exclusive and pari-passu charge over Debt Service Account. Each Bond shall have exclusive charge in its favour on the funds lying in DSRA, Interest Payment Account and Sinking Fund Account created specifically for that bond issue or any investments made from those accounts.
7. Any surplus funds lying in such servicing accounts after the loan/bond is repaid in full shall be transferred to the DSA.

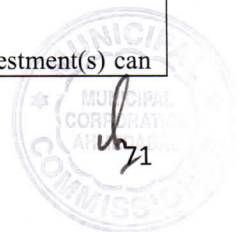
Current Bond Issue

1. AMC shall open the following accounts for servicing the interest and principal of the proposed bonds for the exclusive benefit of the Bondholders:
 - a. Bond Debt Service Account – Series I (“BDSA - I”)
 - b. Debt Service Reserve Account - Series I (“DSRA - I”)
 - c. Interest Payment Account - Series I (“IPA - I”)
 - d. Sinking Fund Account - Series I (“SFA - I”)
2. AMC shall set up the Escrow Account and Debt Service Account as mentioned above and shall cause the following funds to be transferred:
 - a. The Debt Service Reserve Account shall be funded one day before the pay-in date with an amount equal to annual interest payments for bonds structure.
 - b. At the end of each month, any shortfall from the amount mentioned in Schedule I mentioned of the Information Memorandum dated January 11, 2019 in the DSRA - I shall be transferred.
 - c. At the end of each month, an amount as mentioned in Schedule I of the Information Memorandum dated January 11, 2019, 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 the Interest Payment Account.
 - d. At the end of each month, an amount as mentioned in Schedule I of the Information Memorandum dated January 11, 2019, and any shortfall in earlier contribution shall be transferred to the Sinking Fund Account.
 - e. Any shortfall in the above account(s) shall be made good by AMC by transfer from other account(s) of AMC.
3. The funds lying in the above account(s) shall be utilized in the following manner:
 - a. The funds lying in DSRA - I can be used to meet any shortfall in IPA -



I and thereafter can be used to meet any shortfall at the time of final redemption of bonds. However, the DSRA - I cannot be utilized to meet any shortfall in contribution to SFA - I except at the time of final redemption of bonds.

- b. The funds lying in the IPA - I can be used to make interest payment to the bondholder(s) of the bonds issued pursuant to the Information Memorandum dated January 11, 2019. Any surplus after making the payment to bondholder(s) should be first used to make good any shortfall in DSRA - I and thereafter be used to make good any shortfall in contribution to SFA - I.
 - c. The funds lying in the SFA - I can be used to redeem the bonds issued pursuant to the Information Memorandum dated January 11, 2019.
 - d. Any funds lying in the above account(s) can be used for making investment(s). However, the funds (including investment(s)) shall not, without the approval of the Debenture Trustees, be utilized for any purpose other than mention in points (a) to (c) above.
 - e. Any surplus funds lying in the above account(s) after the bonds issued pursuant to Information Memorandum dated January 11, 2019 have been redeemed in full and all dues to the Bondholder(s) have been paid can be transferred to the DSA after obtaining written consent of the Debenture Trustee.
4. The Debenture Trustee, on behalf of the Bondholder(s) shall have first and pari passu charge over the Escrow Account, account(s) where Property Tax and User Charges are being collected and Debt Service Account. The Bondholder(s) shall have first and exclusive charge on the funds lying in BDSA- I, DSRA - I, IPA - I and SFA - I –and any investment(s) made from these account(s).
 5. The Debenture Trustee, on behalf of the Bondholder(s), shall have lien on the DSRA - I, IPA - I and SFA - I and any investment(s) made from these account(s) for the exclusive benefit of the Bondholder(s) for the bond issued under the Information Memorandum dated January 11, 2019. The amount deposited in DSRA - I, IPA - I and SFA - I shall be used solely for meeting the dues to these Bondholder(s). Any surplus in the account after meeting the dues to the Bondholder(s) can be transferred to the DSA. No amount can be withdrawn from these account(s) without the approval of Debenture Trustees to the bondholder(s).
 6. The Funds lying credited in the IPA - I and DSRA - I can be kept in Fixed Deposits with any scheduled commercial bank with a dual rating of AAA. 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 above.
 7. The funds lying to the credit of SFA - I can be deposited in Fixed Deposit with any scheduled commercial bank with a dual rating of AAA and/or in Government Securities and Treasury Bills. The lien shall be created in favor of debenture trustee on all the investments made above.
 8. Any actual interest income earned and received on these investment(s) can



be utilized towards the future dues in the respective account(s).

9. Escrow Account, Debt Service Account, DSRA - I, IPA - I and SFA - I shall be maintained with a scheduled commercial bank rated at least AAA by two rating agencies throughout the tenor of the instrument. In case, at any point of time, the rating of senior debt of the Bank falls below AAA by any rating agency AMC shall, with written consent of Debenture Trustees, enter into escrow agreement with any other bank satisfying the rating criteria.
10. The Bank shall share statement(s) of these account(s) with Debenture Trustee and the Rating Agencies for such period as may be specified by the Debenture Trustee and/or Rating Agencies but not greater than 12 months in any case till such time as the bonds are redeemed. AMC and Debenture Trustee shall keep the Rating Agencies informed in case of change in the Bank.

Interest Payment Mechanism

The Trustees shall check the amount lying to the credit of IPA - I at 25 days prior to the interest payment date. In case of any shortfall in amount, the trustees shall intimate AMC of the shortfall and AMC shall make good the shortfall in the Interest Payment Account by 15 days prior to the interest payment date. In case of shortfall in any amount in Interest Payment Account at 14 days prior to the interest payment date, the Trustee shall trigger the payment mechanism and instruct bank to transfer the shortfall amount from DSRA - I to the IPA - I by 10 days prior to the interest payment date. The Interest shall be paid by AMC on the due date. Any amount drawn from the DSRA - I should be deposited back in the DSRA - I as per the mechanism indicated above. The debenture trustee shall check the balance in the SFA - I at the end of the year and in case of any shortfall in the SFA - I, AMC shall replenish the SFA - I with the necessary amount to fill the shortfall. The Trustees shall check the amount lying to the credit of SFA - I at 25 days prior to the redemption date. In case of any shortfall in amount, the trustees shall intimate AMC of the shortfall and AMC shall make good the shortfall in the SFA - I by 15 days prior to the redemption date. The Trustees shall keep the Rating Agencies informed of any shortfall in IPA - I, DSRA - I, SFA - I and any transfer from DSRA - I to IPA - I.

Indicative Other Covenants

Restriction on the total borrowing

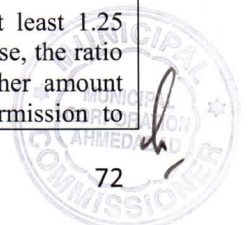
- A. DSCR: Debt Service Coverage Ratio ("DSCR") for the AMC will not be less than 1.25 times of operating surplus calculated as the below:

DSCR = operating surplus / total debt service

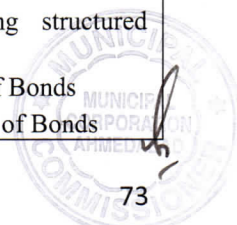
- i) Operating surplus calculated as the below:
 - o Operating Surplus = total income – expenditure
 - o total income = Total income of the corporation
 - o expenditure = Total expenditure – Depreciation

- ii) total debt service = interest payment of loans and bonds + principal repayment deposited in the sinking funds or instalment of principal repayment+ transfer to debt service reserve account

- B. The total amount collected in escrow account shall be at least 1.25 times of the Debt Service Amount on an annual basis. In case, the ratio falls below 1.25 times, AMC shall not borrow any further amount against the cash flow(s) of the escrow account. No permission to



	<p>borrow further amount(s) by AMC shall be required, under this head, from the bondholder(s) as long as this condition is satisfied</p> <p>DSA is defined as follows:</p> <p>DSA = Interest payment for the month + proportionate principal deposited in sinking fund or instalment of principal redemption</p> <p>C. AMC shall not borrow any further funds against the cash flow of the Escrow Account in case there is a shortfall in contribution to Debt Service Account and the shortfall has not been made good by AMC.</p>
Issuance mode of the Instrument	Private placement
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	Payment of interest and repayment of principal shall be made by way of cheque(s)/ interest/ redemption warrant(s)/ demand draft(s)/ credit through direct credit/ RTGS/ Fund Transfer/ NECS/ NEFT or any other electronic mode offered by the Banks.
Depository	National Securities Depository Limited and Central Depository Services (India) Limited.
Business Day Convention	<p>'Business Day' shall be a day on which commercial banks are open for business in the city of Ahmedabad, Gujarat and when the money market is functioning in Mumbai. If the date of payment of interest/redemption of principal does not fall on a Business Day, the payment of interest/principal shall be made in accordance with SEBI Circular CIR/IMD/DF-1/122/2016 dated November 11, 2016.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day, which becomes the coupon payment date for that coupon. However, the future coupon payment date(s) would be as per the schedule originally stipulated at the time of issuing the debentures. In other words, the subsequent coupon payment date(s) would not be changed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-Business Day.</p> <p>If the redemption date of the Bonds falls on a day that is not a Business Day, the redemption amount shall be paid by the Issuer on the immediately preceding Business Day which becomes the new redemption date, along with interest accrued on the debentures until but excluding the date of such payment.</p>
Record Date	<p>The 'Record Date' for the Debentures shall be 15 days prior to each interest payment and/ or principal redemption date. In the event the Record Date falls on a day which is not a Business Day, the succeeding Business Day will be considered as Record Date.</p> <p>The Issuer shall inform the same to Bombay Stock Exchange at least seven clear Business days before the Record Date.</p>
Security	NA
Transaction Documents	<p>a) Copy of letter appointing Arranger to the Issue</p> <p>b) Copy of letter appointing Registrar to the Issue</p> <p>c) Copy of letter appointing Bond Trustee</p> <p>d) Copy of the Standing Committee Resolution authorizing issue of Bonds</p> <p>e) Copy of Standing Committee resolution authorizing structured payment mechanism.</p> <p>f) Copy of the General Body Resolution authorizing issue of Bonds</p> <p>g) Copy of the State Government approval authorizing issue of Bonds</p>



	<p>h) Letter of consent from the Trustees for acting as trustees for and on behalf of the holder(s) of the Bonds.</p> <p>i) Letter from NSE conveying their in-principle approval for listing of Bonds.</p> <p>j) Letter from CRISIL Ratings conveying the credit rating for the Bonds.</p> <p>k) Letter from India Ratings conveying the credit rating for the Bonds.</p> <p>l) Tripartite Escrow Agreement between the Issuer, Escrow Banker and Trustee to the issue</p> <p>m) Tripartite Agreement between the Issuer, NSDL and Registrar to the issue of Bonds in dematerialized form.</p> <p>n) Tripartite Agreement between the Issuer, CDSL and Registrar to the issue of Bonds in dematerialized form.</p>
Conditions Precedent to Disbursement	<p>The subscription from applicants shall be accepted for allocation and allotment by the Bank, subject to the following:</p> <p>a) Rating Letters from CRISIL and India Ratings</p> <p>b) Consent Letter from the Trustees to act as Trustee to the Bondholder(s)</p> <p>c) NSE in-principle approval for listing of Bonds.</p>
Condition Subsequent to Disbursement	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Information Memorandum:</p> <p>a) Ensuring that the payment made for subscription to the Bonds is from the bank account of the person/ entity subscribing to the Bonds.</p> <p>b) Credit of demat account(s) of the allottee(s) by number of Bonds allotted within the stipulated time period</p> <p>c) Taking steps for listing of Bonds with NSE within stipulated time;</p> <p>d) Shall execute Debenture Trust Deed with in applicable time</p> <p>Besides, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in this Information Memorandum</p>
Events of Default	<p>If the Issuer commits a default in making payment of any installment of interest or repayment of principal amount of the Bonds on the respective due date(s), the same shall constitute an “Event of Default” by the Issuer. Further detailed list of events of default shall be specified in the Debenture/ Bond Trust Deed to be entered into by the Issuer and Debenture Trustee. Remedies upon the occurrence of an Event of Default will be specified in the Debenture/ Bond Trust Deed</p> <p>In case of default in payment of interest and/or principal redemption on the due dates, the Issuer shall pay an additional interest at the rate of 2.00% p.a. over the respective Coupon Rates of the Bonds for the defaulting period.</p>
Provisions related to Cross Default Clause	N.A.
Role and Responsibilities of Bond Trustee	As defined in Debenture/ Bond Trust Deed to be executed between Issuer and Debenture Trustee
Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the laws of India. Any dispute arising thereof shall be subject to the jurisdiction of Courts of Gujarat.

The Issuer also reserves its sole and absolute right to change the Deemed Date of Allotment of the above issue without giving any reasons or prior notice.

