

Issue Details

a) Summary term sheet shall be provided which shall include at least following information (where relevant) pertaining to the Secured Non-convertible debt securities:-

Issuer / Borrower / Company	PVR Limited ("PVR" / "the Issuer" / "Company")		
Sole Arranger	Yes Bank Ltd		
Facility / Instrument	Rated, Listed, Senior, Secured, Non-Convertible Debenture in the nature of Debentures (the "Debenture"/"NCDs") compliant with RBI norms		
Nature of Instrument	Secured		
Seniority	Senior		
Mode of Placement	Private Placement		
Issue Size	Rs. 50,00,00,000/- (Rupees Fifty Crores Only)		
Rating	"AA-/Stable" by CRISIL		
Minimum Application Size	10 Debentures (Rs. 3 Crore each) & 1 Debenture thereafter		
Purpose of Issue	<p>Capital Expenditure including reimbursement of Capital Expenditure, Re-financing of existing debt and for any other general corporate purpose specifically excluding acquisition or purchase of land, investment in capital markets / real estate or any such activity restricted by Reserve Bank of India.</p> <p>No part of the proceeds of the NCDs would be utilized by the issuer directly/indirectly towards Capital markets/ Real Estate. Hence the subscription to the current NCD issue would not be considered /treated as capital market exposure.</p>		
Face Value & Issue Price	Rs. 10,00,000/- (Rupees Ten Lakhs Only)		
Issue Opening / Closing / Pay-in /Deemed Date of Allotment	16 th April 2018 i.e. Monday		
Tranche/Series	Series 1	Series 2	Series 3
Tenor/Maturity	At the end of 3 rd Year	At the end of 4 th Year	At the end of 5 th Year
Face Value	INR 10 Crore	INR 20 Crore	INR 20 Crore
Redemption Date	16 th April 2021	15 th April 2022	14 th April 2023
Coupon	8.72% per annum		
Day Count Basis	Actual /Actual		
Put / Call Option	N.A		
Redemption Amount	Face Value		
Listing	To be listed on BSE. The Issuer shall ensure that the Debentures are listed within a maximum period of 20 (Twenty) calendar days from the Deemed Date of Allotment. Without prejudice to any covenant of the Issuer in this regard, in case of a delay by the Issuer in listing the Debentures beyond 20 (Twenty) days from the Deemed Date of Allotment, the Issuer shall make payment the Debenture Holders of penal interest calculated on the face value of the Debentures at the rate of 1% p.a. over the Coupon rate from the expiry of 30 (Thirty) days from the Deemed Date of Allotment till the listing of the Debentures.		
Market lot	The minimum lot size for trading shall be 1 Debenture and in multiples of 1 thereafter		
Issuance mode of Debentures	Demat		
Trading mode of the Debentures	Demat		



Depository	NSDL / CDSL
Condition Precedent	<ul style="list-style-type: none"> • Fulfillment of all conditions leading, including but not limited to, all approvals, appointment of security trustee / debenture trustee, in principle listing letter, appointment of R&T Agent etc., to subscription of the issue. • Any other conditions as may be deemed necessary.
Business day/Holiday convention	<ul style="list-style-type: none"> • Should any of the date(s), including the Date of Allotment/Deemed Date of Allotment, or the Record Date, as defined in the Disclosure Document, falls 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 next Working Day shall be considered as the effective date. Should the Maturity Date or Redemption Date of the debt securities falls 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 redemption proceeds shall be paid on the previous working day. • Should any Coupon Payment Date of the debt securities 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 redemption proceeds shall be paid on the next working day.
Record Date	The date, as may be fixed by the Company, which would be 7 days (or such other date as the Company/ Issuer Board may decide) for determination of the persons entitled to receive Interest and/or Principal amount in respect of the Debentures.
Security	<p>Secured by first <i>pari passu</i> charge over all immovable and movable assets of the Company (excluding the property situated at (i) Flat No.104, First Floor, Naga Residency, Municipal No. New 2/2, St John's Road, Bangalore, (ii) Mouje Village Irana, Taluka Kadi, District Mehsana, Gujarat and (iii) the vehicles hypothecated to banks) and receivables of the Company both present and future with minimum asset cover of 1.25 times.</p> <p>The security shall be created within a maximum period of 60 (Sixty) calendar days from the Deemed Date of Allotment, failing which the Company shall be liable to make payment of an additional interest to the holders of NCDs, at the rate of 2% p.a. (over and above the applicable Coupon rate) on the outstanding amount of NCDs, for the period commencing from the expiry of 60 (Sixty) calendar days from the Deemed Date of Allotment and ending on the date on which the security is created by the Company or the Debentures are redeemed in full by the Company, pursuant to the Debenture Holders exercising their right to accelerate redemption upon failure of Company to create security within the stipulated timelines.</p>
Financial Covenants	<p>The Issuer shall ensure that it maintains the following financial ratios at all times during the tenure of the Debentures:</p> <ul style="list-style-type: none"> ➢ Asset Coverage Ratio not less than 1.25 times ➢ Debt EBITDA Ratio of not greater than 3.6 times ➢ DSCR not below 1.15 times ➢ Interest Coverage Ratio greater or equal to 2 times. <p>All Financial Covenants would be tested on the Issuer's Balance sheet except Debt EBITDA Ratio, which will be calculated on consolidated basis of the Company.</p> <p>Each of the Financial Covenants shall be tested on a quarterly basis until the Final Settlement Date and a compliance certificate will be submitted by the company to the debenture trustee through an independent chartered accountant or auditor and also at such times, when the Company proposes to create any additional security on the assets, in respect of which security interest has been created in favour of the Debenture Trustee for the benefit of the Debenture Holders.</p>
Additional Borrowing	The Issuer shall be allowed to raise further debt, secured or/and unsecured and create security, without requiring further permission from Debenture holders, subject to the Issuer maintaining the Financial and other Covenants / conditions as set out in this facility letter.



	The Issuer shall provide a certificate duly signed by an independent Chartered Accountant or Auditor to the debenture trustee certifying the maintenance of the above ratios after any such borrowing and on a quarterly basis
Other Conditions	The Company shall provide to the Trustee with (i) Annual (Audited Financial Statements of the Company prepared on both standalone and consolidated basis) within 180 (One Hundred and Eighty) calendar days following the closure of the preceding Financial Year; and (ii) Quarterly un-audited accounts (prepared on both standalone and consolidated basis) of the Company within 60 (sixty) days of end of each financial quarter.
Option to Redeem	In the event of a 3 notch credit rating downgrade from the present "AA-" to "A-" by ANY rating agency the Investor shall have an option to redeem the Non-Convertible Debentures within a period of 30 days from the announcement by the rating agency.
Governing Law and Jurisdiction	The Debentures are governed by and will be construed in accordance with the Indian law. The Company, the Debentures and Company's obligations under the Debentures shall, at all times, be subject to the directions of SEBI. The Debenture holders, by purchasing the Debentures, agree that the Mumbai High Court shall have exclusive jurisdiction with respect to matters relating to the Debentures.
Default in Payment	In case of default in payment of Interest or Principal on due dates, additional interest @ 2.00% over the coupon rate will be payable by the company for the defaulting period
Debenture Trustee	IDBI Trusteeship Services Limited
Documentation /Conditions precedent to the Issue	<p>The Issuer shall ensure that all the consents and resolution required to issue the NCDs are in place prior to the issue. The Issuer shall also ensure that all regulations pertaining to this are complied with.</p> <p>Main documents:</p> <ol style="list-style-type: none"> 1. Board resolution authorizing the borrowing 2. Information Memorandum (complying with SEBI disclosures) and certified by the Issuer. 3. Debenture Trustees' consent letter 4. Rating letter and rationale (Rating letter not older than 1 month). Rationale does not implicate any negative consequences post the issue of NCD. 5. In-principal Listing letter from the Stock Exchange 6. Certificate by a Chartered Accountant certifying that the Company is in compliance with all tax laws in all jurisdictions in which it is subject to tax and has paid all taxes due and payable by it and no claims are being asserted against it in respect of taxes except in relation to tax liabilities arising in the ordinary course of its day-to-day trading activities or claims contested in good faith and in respect of which adequate reserves are available 7. The borrowings being raised by the Company pursuant to the issuance of the Debentures is within the limits authorised by way of a shareholders special resolution under Section 180(1)(c) of the Companies Act, 2013 8. The security proposed to be created by the Company to secure the Debentures is within the limits authorised by way of a shareholders special resolution under Section 180(1)(a) of the Companies Act, 2013 9. The Issuer should also ensure that any and all regulations pertaining to this issuance are complied with before the pay-in date. <p>There shall not be, in the opinion of the Debenture Trustee, a Material Adverse Effect and there shall not be any circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect</p>
Conditions Subsequent to Disbursement	<p>As is customary for a transaction of this nature, including but not limited to the following:</p> <p>(a) allotment of Debentures and credit of Debentures units in Investor's demat</p>



	<p>account</p> <p>(b) completion of listing of Debentures on the Stock Exchange</p> <p>(c) Creation of security</p> <p>(d) At the end of 120 (One Hundred Twenty) days from the Deemed Date of Allotment, the Company shall submit to the Debenture Trustee a certificate from an independent chartered accountant with respect to the use of the proceeds raised through the issue of Debentures</p> <p>Income tax clearance u/s 281 of the Income Tax Act, 1961 in respect of the properties which are to be made subject to security to be provided within 90 (Ninety) days from Deemed Date of Allotment</p>
Delay in execution of Transaction Documents	<p>The documents which are proposed to be executed in relation to the Issue are as follows:</p> <ol style="list-style-type: none"> 1. Debenture Trustee Agreement for capturing the appointment of the Debenture Trustee; 2. Debenture Trust Deed for capturing the detailed Terms & Conditions of the Debentures; 3. Deed of Hypothecation for capturing the creation of security over the moveable properties of the Company, in favour of the Debenture Trustee for the benefit of the Debenture Holders; 4. Such other documents as mutually agreed by and between the Company and the Debenture Trustee. <p>The Company will ensure that all Transaction Documents are executed, in a form and manner satisfactory to the Debenture Trustee, on or prior to the expiry of 90 (Ninety) calendar days from the Deemed Date of Allotment.</p> <p>In case of any delay in the execution of the Transaction Documents by the Company, the Company shall, at the option of the Investor, either: (i) redeem the Debentures on the last date on which the Company was to execute the Transaction Documents in question and return the subscription amounts to the Investors, with an interest at the Coupon rate; or (ii) continue with the Debentures and pay to the Investors, a penal interest at the Default Interest rate stipulated herein.</p>
Approvals	<p>The Issuer agrees to comply with all applicable rules and regulations in respect of the transaction. The Issuer will be responsible for taking all the necessary authorizations and / or approvals internal, external regulatory, statutory or otherwise.</p>
Event of Default	<p>Upon the occurrence of Event of Default the investors will be entitled to demand a redemption / repayment or to accelerate the financing.</p> <p>Event of default shall include EODs customary to transaction of this nature including but not limited to the following:</p> <ol style="list-style-type: none"> 1. Failure to pay amounts due under the Debentures; 2. Failure to create all the security, required for the Debentures within a maximum period of 60 (Sixty) calendar days from the Deemed Date of Allotment; 3. Failure to maintain required security cover; 4. Failure to comply with any of the Financial Covenants; 5. Breach of any other Covenants, Representations and Warranties; 6. Cross Default (including actions initiated by other lenders) by the Issuer, or its subsidiaries on any of its Financial Indebtedness subject to threshold of INR 10 Crore; 7. Any information given by the Company in the Information Memorandum, the Transaction Documents and/or other information furnished is or proves to be misleading or incomplete or incorrect in any material respect; 8. If the properties and assets offered as security to the Trustee/Debenture Holder(s)/Beneficial Owner(s) for the Debentures are not insured or kept under-insured by the Company 9. If an attachment or distress is levied on the assets, which are secured in favour of the Debenture Trustee or any part thereof and / or certificate



	<p>proceedings are taken or commenced against the said assets for recovery of any dues from the Issuer.</p> <ol style="list-style-type: none"> 10. If the Company ceases or threatens to cease to carry on its business or gives notice of its intention to do so. 11. If, in the opinion of the Debenture Trustee, the security is in jeopardy. 12. If the Company is declared a sick undertaking under the provisions of the Section 3(1)(o) of the Sick Industrial Undertakings (Special Provisions) Act, 1985 or if a reference has been made to BIFR by a creditor under the said legislation; 13. If the Company, without the previous consent in writing of the Debenture Trustee, makes or attempts to make any alteration in the provisions of its Memorandum and/or Articles of Association which might in the opinion of the Debenture Trustee detrimentally affect the interests of the Debenture Holders 14. Any Transaction Document once executed and delivered, ceases to be in full force and effect or fails to provide the Debenture Trustee and the Debenture Holders with the security interests or priority intended to be created thereby or any other obligations purported to be secured thereby or any part thereof shall being disaffirmed by or on behalf of the Company or any other party thereto; 15. The Company enters into any re-schedulement, assignment, arrangement or composition or compromise with its creditors in relation to its Financial Indebtedness or commits any act of insolvency or any other act, the consequence of which may lead to the insolvency or winding up of the Company (whether voluntary or otherwise). 16. A petition for the reorganization, arrangement, adjustment, winding up or composition of Financial Indebtedness of the Company is filed or has been admitted or the Company makes an assignment for the benefit of its creditors generally. 17. If one or more judgments or decrees have been rendered or entered against the Company and such judgments involve in the aggregate, a liability which could, in the opinion of the Debenture Trustee, result in a Material Adverse Effect; 18. The occurrence of Material Adverse Effects 19. Repudiation of any Transaction Document or any term of the Transaction Documents by the Issuer. <p>Except for point (1), (2), (3), (4), (10), (12) and (19) there shall be 30 days cure period for all the above EOD.</p>
Expenses	The Borrower shall bear all expenses for consummating the transaction including but not limited to legal, accounting, payment of regulatory charges and technical due diligence (excluding expenses incurred towards Issue Rating)
Taxation	All taxes as per law excluding Income Tax, as and when applicable on the instrument from time to time shall be borne by the Company.
Provision Related to Cross Default	As set out under Events of Default
Role and Responsibilities of the Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders
Other Conditions	To be mutually decided between the Issuer & Sole Arranger and Underwriter to the issue. The issuer also undertakes that current terms of the issue are either similar or superior to the last NCD issuance of the issuer. The detail terms of the current transaction will be covered in the Information Memorandum and/or Debenture Trust Deed.

