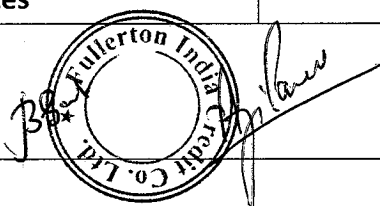


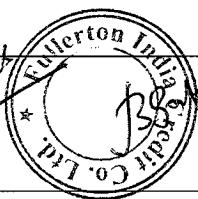
TERM SHEET- SERIES 60

5,000 (FIVE THOUSAND) PARTLY PAID, RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 500,00,00,000/-(RUPEES FIVE HUNDRED CRORE ONLY), ISSUED AT PAR BY FULLERTON INDIA CREDIT COMPANY LIMITED ON PRIVATE PLACEMENT BASIS.

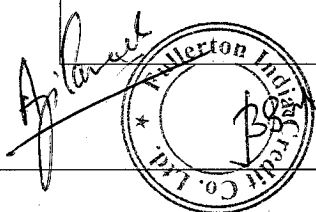
Issuer	Fullerton India Credit Company Limited
Instrument	Partly paid, Listed, Secured, Redeemable, Non-Convertible Debentures.
Issue Size	5,000 (FIVE THOUSAND) PARTLY PAID, RATED, LISTED, SECURED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES OF FACE VALUE RS. 10,00,000/- (RUPEES TEN LAKHS ONLY) EACH AGGREGATING TO RS 500,00,00,000/-(RUPEES FIVE HUNDRED CRORE ONLY), ISSUED AT PAR BY FULLERTON INDIA CREDIT COMPANY LIMITED ON PRIVATE PLACEMENT BASIS
Issuance Form	In Dematerialized Form
Credit Rating	"AA+" by ICRA Limited
Face Value/ Issue Price/ Redemption Price	Rs. 10,00,000/- each
Minimum Application	10 Debenture and in multiples of 1 Debenture thereafter
Tenure	2 years 1 month and 7 days
Maturity Date	20 December 2019
Letter	A letter entered into between the Company and the Initial Investor on or about the date of this Information Memorandum in relation to issue and subscription of commercial papers having nominal value aggregating to INR 4,850,000,000.
Initial Investor	The entity which has executed the Letter (or any of its nominee/ assignee) with the Company in relation to investment in commercial papers.
Initial Subscription Amount	In respect of each Debenture an amount equal to INR 50,000 (aggregating to an amount of INR 250,000,000 in respect of all the Debentures taken together).
Balance Subscription Amount	In respect of each Debenture an amount equal to INR 950,000 (aggregating to an amount of INR 4,750,000,000 in respect of all the Debentures taken together).
First Pay In Date	13 November 2017
Final Pay In Date	means the date specified in the notice provided by the Company to call the Balance Subscription Amount in accordance with the Letter.
Coupon Rate	7.65% p.a.
Interest Payment dates/ Frequency/ Coupon Payment Dates	Payable annually and on maturity



Redemption	The Debentures will be redeemed in full at par on the Maturity Date
Default Interest rate	2% p.a. over the coupon rate
Balance Subscription Call	<p>1. The Company shall have the right to call the Balance Subscription Amount if the following conditions are met:</p> <ul style="list-style-type: none"> (a) the Company has delivered or caused to be delivered to the Debenture Trustee a notice substantially in the form and manner listed in Part II of Schedule IV (Conditions Precedent) of the Debenture Trust Deed no later 2 Business Days prior to the Final Pay In Date; (b) no Event of Default has occurred; (c) no Material Adverse Effect exists, has occurred or could reasonably be expected to occur; and (d) the Company is entitled to call the Balance Subscription Amount in accordance with the Letter. <p>2. The Company shall call the Balance Subscription Amount if the Debenture Holder(s) requests the Company to call the Balance Subscription Amount in accordance with the Letter.</p> <p>3. The notice delivered by the Company to the Debenture Trustee pursuant to the above clause shall, among other things, specify the Final Pay In Date which shall be no later than 2 Business Days from the date of notice. On the Final Pay In Date, each Debenture Holder shall pay the Balance Subscription Amount in respect of each Debenture held by it. The Paid Up Amount in respect of each Debenture shall subsequently be increased by an amount equal to the Balance Subscription Amount after payments are made by the Debenture Holders on the Final Pay In Date.</p> <p>4. In the event that the payment of the Balance Subscription Amount is not made within 10 days of the Final Pay In Date, the Company will, by issuance of a notice in writing to the Debenture Trustee, have the right to forfeit the Initial Subscription Amount. Upon such notice of forfeiture being issued, the Company shall cease to have any obligations in respect of payment of the Debt, redemption of the Debentures and the Debentures shall be deemed to have been unconditionally and unequivocally discharged in full automatically; provided that the Debenture Holders shall be entitled to receive the Interest on the Debentures accrued up to the Final Pay In Date.</p> <p>5. Upon the occurrence of such forfeiture as described in Clause 4 above, the Debenture Trustee shall, within 2 Business Days of receipt of notice of forfeiture from the Company, confirm in writing to the company that the Final Settlement Date has occurred.</p>



	<p>Notwithstanding anything stated above, the Company shall not call the Balance Subscription Amount if:</p> <p>(a) the Company has not offered the commercial papers to the Debenture Holder in accordance with the provisions of the Letter;</p> <p>(b) the Company has violated any conditions for issuance of commercial papers as mentioned in the Letter; or</p> <p>(c) the Company has been able to place the commercial papers under the Letter.</p>
Call Option	None
Put Option	None
Interest on application money	At the respective coupon rate (subject to deduction of tax of source, as applicable) from the date of realization of cheque(s)/ demand draft(s) up to one day prior to the Deemed Date of Allotment.
Listing	The debentures are proposed to be listed on Wholesale Debt Market segment of NSE
Trustee	"CATALYST TRUSTEESHIP LIMITED" (Formerly GDA TRSUTEESHIP LIMITED)
Security	<p>First Pari-Passu Mortgage charge inter se the Debenture Holders over the company's Immovable Property situated at plot No. 248 in Lakshmi Nagar, Sriperumbudur, Kancheepuram, Chennai and</p> <p>Pari-Passu First charge on present and future Movable Assets of the Company (as more particularly described in the Deed of Hypothecation) comprising of Loan receivables of the Company arising out of (including but limited to) Business Loans, Personal Loans and Rural Loans Lease and Hire Purchase transactions currently aggregating to Rs. 12,138.5 Crores as on 30th September 2017 by way of hypothecation pursuant to the Deed of Hypothecation. The Company shall submit to the Debenture Trustee the list of Movable Assets over which a first pari passu charge has been created in favour of the Debenture Trustee (for the benefit of the Debenture Holders) as on the last day of each calendar quarter</p> <p>The security over the Movable Assets shall provide a minimum cover of 100% of the total actual paid up portion of the principal and interest payable amount of Debentures outstanding at any point of time.</p>
Material Adverse Effect	<p>Means a material adverse effect on or material adverse change in:</p> <p>(a) the condition (financial or otherwise), assets, operations, prospects or business of the Company that impacts the ability of the Company to perform and comply with its obligations under any Transaction Document or the commercial papers issued pursuant to the Letter;</p> <p>(b) the validity, legality or enforceability of the Security Interest expressed to be created pursuant to any Security Documents in respect of the Debentures or on the priority and ranking of any of that Security</p>

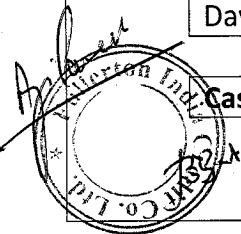


	Interest; or (c) the validity, legality or enforceability of, or the rights or remedies of any Secured Party under, any Transaction Document.
Events of Default	As described in paragraph XII on page 64 of this Disclosure Documents, and as agreed in the Transaction Documents.
Transaction Document	1. Debenture Trust Deed; 2. Debenture Trustee Agreement; 3. Deed of Hypothecation; and 4. This Disclosure Document. Any other document that may be designated as a transaction document by the Debenture Trustee.
Holiday Convention	In case the redemption date falls on a day which is not a Business Day, the payment due shall be made on the preceding working day (the effective date as mentioned above). In case any of the Interest payment date falls on a day which is not a Business Day, the payment due shall be made on the succeeding working day.
Settlement	Payment of interest and principal will be made by way of Cheques/ DD's/ Electronic mode.
Record Date	The 'Record Date' for the Debentures shall be 15 days prior to each interest payment and/ or principal repayment date.
Depository	National Securities Depository Ltd. and Central Depository Services (India) Ltd. (NSDL/ CDSL)
Issue Opens on	13 November-2017
First Pay in Date	13 November-2017
Issue Closing Date	13 November-2017
Deemed Date of Allotment	13 November-2017

Bond Cash Flow**Series 60**

Company	Fullerton India Credit Company Limited
Face Value (per security)	Rs. 10,00,000
Issue date/ Date of allotment	13-November-17
Redemption date	20 December 2019
Coupon Rate	7.65% p.a.
Interest payment	Payable annually and on maturity
Day Count Convention	Actual/ Actual

Cash Flows	Date	No of days in	Amount in Rs.
------------	------	---------------	---------------



		coupon period	
Interest	13 th November 2018	365	1,91,25,000
Interest	13 th November 2019	365	1,91,25,000
Interest	20 th December 2019	37	19,38,699
Total	(Principal+Interest)		

On subscription of Rs. 25,00,00,000 (Rupees Twenty Five Crores Only)

Annexures

Annexure II

Details of Borrowings as on 30th September 2017

(Amt Rs cr)

i. Secured Loan Facilities :

Fullerton India Credit Company Limited

Authorised Signatory

