

Term Sheet for proposed NCD facility

Issuer /	ECL Finance Limited ("ECLF")
Borrower/Company	
Promoter/Sponsor	Edelweiss Financial Services Limited
Debenture Trustee	SBICAP Trustee Company Limited
Type of Instrument	Secured Redeemable Non-Convertible Debt in the nature of Debentures
	(the "Debenture"/"NCDs") with terms and conditions specified in this
	term sheet and the documents executed/issued pursuant to this Term
	sheet.
Nature of Instrument	Secured
Seniority	Senior Debt
Objects of the Issue &	To meet ongoing funding requirement for Company's business activities
Details of the Utilization	including working capital requirements, on-lending activities etc. The
of the Proceeds	issue proceeds shall not be used for any purpose for which bank finance
	to NBFCs is not allowed as per RBI guidelines.
	Company undertakes that proceeds of the present Issue shall not be used
	for any purpose which may be in contravention of the regulations/
	guidelines/ norms issued by the RBI/ SEBI/ RoC/ Stock Exchange.
	End use of the Issue to be evidenced with a certificate from an
	independent Chartered Accountant to be furnished to Debenture Trustee
	within 30 (Thirty) days of the allotment of Debentures
Mode of Issue	Private placement basis to Eligible Investors.
Eligible Investors	The following categories of investors, when specifically approached, are
	eligible to apply for this private placement of Debentures
	Individuals Hindy Undivided Family
	Hindu Undivided FamilyTrust
	Limited Liability Partnerships
	Partnership Firm(s)
	 Portfolio Managers registered with SEBI
	Association of Persons
	Companies and Bodies Corporate including Public Sector
	Undertakings • Commercial Banks
	Scheduled Banks
	Regional Rural Banks
	Financial Institutions
	• FPIs
	Insurance Companies
	Mutual Funds Annual and initial and investigations. Behaviores.
Listing	Any other investor eligible to invest in these Debentures To be listed on Bombay Stock Exchange within 20 days from the Deemed
Listing	Date of Allotment. The Issuer shall ensure that the NCDs are listed on the
	Wholesale Debt Market segment of the BSE Limited as early as after
	Deemed Date of Allotment as practicable and in any event within 20 days
	of the Deemed Date of Allotment. The Issuer shall be responsible for the
Dating of the Instrument	costs of such listing of the NCDs.
Rating of the Instrument	CRISIL AA / Stable (pronounced "CRISIL Double A Stable") by CRISIL Limited and
	Limited and



	[ICRA] AA (pronounced as "ICRA Double A") rating with Stable Outlook by ICRA Limited.
Issue Size	Rs.180 crores (Rupees One Hundred Eighty Crores only)
Bid Opening Date	22 nd June, 2018 i.e. Friday
Bid Closing Date	22 nd June, 2018 i.e. Friday
Pay-in Date	25 th June, 2018 i.e. Monday
Deemed Date of Allotment	25 th June, 2018 i.e. Monday
Issue Price	At Par
Face Value	INR 30 lakh per debenture INR 30 lakhs and in multiples of Rs. 30 lakhs thereafter
Minimum Application and in multiples of Debt	ink 30 takiis and in muttiples of ks. 30 takiis thereafter
securities thereafter	
Redemption Date/	Redemption will happen in three annual equal instalments starting from
Redemption Schedule	Tuesday i.e. 25 th June, 2019, Thursday i.e. 25 th June, 2020 and on Friday
Reachiperon serieuate	i.e. 25 th June, 2021
Redemption Amount	At par
Redemption	Not Applicable
Premium/Discount	
Discount at which security	Not Applicable
is issued and the effective	
yield as a result of such	
discount	IDEC Book (month NCID : Covered of 0 EEW), as weeth an Country Boost
Coupon rate	IDFC Bank 6 month MCLR + Spread of 0.55%; as reset on Coupon Reset Date from time to time
	IDFC Bank 6 month MCLR on 21 st June, 2018 is taken to be 8.70% as
	published on the website of IDFC bank i.e. <u>www.idfcbank.com</u> .
	As on 21st June the coupon shall be 9.25% p.a. payable annually
Floor and Cap on coupon	A floor and cap of 0.40% shall be maintained on the coupon rate i.e. the
	coupon on any reset date shall not go above 9.65% and shall not go below 8.85%
Coupon reset dates	The Coupon shall be reset on the IDFC Bank MCLR Reset Date.
	((DEC D. 1. HC) D. 1. D.
	"IDFC Bank MCLR Reset Date" shall mean expiry of every 6 months from
	the date of pay-in.
	Coupon reset dates are:
	25 th December, 2018, 25 th June, 2019; 25 th December, 2019; 25 th June, 2020 and 25 th December, 2020.
Coupon Payment Dates	Coupon shall be paid annually on
Coupon rayment bates	• 25 th June, 2019; 25 th June, 2020 and 25 th June, 2021
	Coupon Payment will be made on Coupon Payment Date at annualized
	rate worked out as average of last two Coupon Rates immediately
	preceding the Coupon Payment Date.
Record Date	7 days prior to each Coupon Payment Date and redemption date. The
	date, as may be fixed by the Company, which will be 7 days prior to the
	Redemption Date 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 NSDL/CDSL record) shall be made.



Spread	
Spread	0.55% (Fixed for the tenor of the instrument)
Day Count Basis	Actual/Actual
Interest on Application Money	To be paid to investors at Coupon Rate from the date of realization of subscription money upto one day prior to the Deemed Date of Allotment. Such interest is payable within seven business days from the Deemed Date of Allotment.
Default Interest Rate	Refer 'Default in Payment' topic in Other Terms
Put Date	No put option for the first 17 months of the Debentures. Thereafter, Put option shall be available if the coupon rate hits the Floor or cap rate i.e. 8.85% p.a. or 9.65% p.a respectively. This put option shall be available at every coupon reset dates starting
	from 25 th December, 2019 and subsequently on 25 th June, 2020 and 25 th December, 2020.
Put Price	At par.
Call Date	No call option for the first 17 months from the allotment date. Thereafter call option shall be available if the coupon rate hits the floor or cap rate of i.e. 8.85% p.a or 9.65% p.a. respectively. This call option shall be available at every reset dates starting from 25 th December, 2019 and subsequently on 25 th June, 2020 and 25 th December, 2020.
Call Price	At par.
Put Notification Time & record Date for put exercise	In case of exercise of the put option, the investor shall give put exercise notice within 7 days of the coupon reset date on which the put is triggered. The full amount along with any principal and interest shall be paid on the 30 th day of coupon reset date from which the put is exercised.
Call Notification Time	In case of exercise of call option, the issuer shall give a call exercise notice within 7 days of the coupon reset date on which the call is triggered. The full amount along with any principal and interest due shall be paid on the 30 th day of coupon reset date from which the call is exercised.
Revised Interest Rate/	Without prejudice to the other rights of the Debenture Trustee:
Modified Interest	 a) In case of default of payment of interest and / or principal redemption on the due date, additional interest @ 2% p.a. over the coupon rate will be payable by the Issuer from the date of the occurrence of such default until the default is cured or the Debentures are redeemed pursuant to such default, as applicable; b) In case of non-creation/perfection of Security within the stipulated time frame, additional interest @ 1% p.a over and above the coupon rate would be payable by the Issuer from the date of the expiry of the stipulated timelines until the security is created/perfected, as applicable, to the satisfaction of the Debenture Trustee; c) In case of delay in listing of the debt securities beyond 20 days from the Deemed Date of Allotment, the Issuer will pay additional interest of at least 2 % p.a. over the coupon rate from the expiry of 20 days from the Deemed Date of Allotment till due listing of such NCDs
Issuance mode of the Instrument	Demat only
Trading mode of the	Demat only
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Instrument	
Depository	NSDL and / or CDSL
Settlement mode of the Debentures	Redemption proceeds comprising of the value of Principal & Interest shall be done by RTGS/cheque/NEFT/NACH to the holders of the NCDs as on the Record Date.
Holiday Convention	Means a day (other than a Sunday or a Bank holiday) on which banks are open for general business in Mumbai. If any due date falls on a day which is not a Business Day, the payment to be made on such due date shall be made on the immediately succeeding Business Day, except if such due date is for the payment of principal, in which case the payment to be made on such due date (including accrued Coupon) shall be made on the immediately preceding Business Day. The foregoing is subject to any directions, notifications or instructions issued by the Securities and Exchange Board of India.
Security /Security description.	Pari-passu mortgaged and charge with the existing lenders of the Company over premises situated at Flat No. B/301, Real Home in Building no. 11, in the layout of 'Madhuban Township' on the land forming part of the housing project known as 'Madhuban Township' on land bearing survey no. 90, Hissa No. 12 & 13, Survey No. 91, Hissa No. 1, Village Gokhiware, in Taluka Vasai, District Thane and the receivables of the Company. Security Cover of 1x times. Pari-passu charge on the receivables of the Company to the extent equal to the 1 time of NCDs. The Company shall execute all relevant documents and create security upfront and perfect the aforesaid security for the Debentures within a period of 90 days from the Deemed Date of Allotment.
Security Creation/Perfection Time Period	Deed of Hypothecation and mortgage will be executed upfront, ROC filing to be done in 30 days, 90 days for security perfection.
Financial Covenants / Mandatory Early Redemption	 If the credit rating is downgraded by 2 notches or more from the current level (ICRA/CRISIL AA/Stable) or is withdrawn by any rating agency; and/or If the Edelweiss Financial Services limited (EFSL) holding goes below 51%. the Debenture Holders shall have the right to ask for an early redemption of the NCDs. Such Mandatory Early Redemption shall be made by the Issuer within 15 days from the date of notice seeking such prepayment.
Negative Covenants	The Company hereby covenants with the Debenture Trustee that the Company shall not for so long as any amount remains outstanding under the Debentures, (except as may otherwise be previously agreed to in writing by the Debenture Trustee (acting upon the receipt of the prior written approval of the Majority Debenture Holder(s)): (i) Change the general nature and conduct of its business from that which is permitted under constitutional documents.
	 (ii) Engage in or undertake any re-organisation and / or recapitalisation of any sort including but not limited to merger, spinoffs, demerger, consolidation, reorganisation, amalgamation, capital reduction and liquidation, except as permitted under the Transaction Documents or except where the aforesaid transactions is likely to result in the decrease in more than 10% of the net worth (calculated as per the last audited balance sheet of the company);



	(iii)	Enter into any material compromise or arrangement or cettlement
	(iii)	Enter into any material compromise or arrangement or settlement with any of its creditors that would prejudicially affect the interests of the Debenture Holder(s).
	(iv)	Make any amendments the constitutional documents an in a manner which would prejudicially affect the interests of the Debenture Holder(s).
	(v)	Declare or pay any dividend to its shareholders during any
	()	financial year unless (i) it has paid the amounts then due and payable on the Debentures, or has made provisions satisfactory to the Debenture Trustee for making such payments.
	(vi)	Wind-up, liquidate or dissolve its affairs.
	(vii)	dilute/change/transfer the shareholding of the Company that results in Sponsors' shareholding falling below 51% (on fully diluted basis) or change in Management Control of the Company.
		"Management Control" with relation to the Company shall mean -
		(a) holding by any person directly or indirectly of more than 50% of the voting share capital of the Company and ability of that person to direct or cause direction of the management and policies of the Company, whether by operation of law or by contract or otherwise; or
		(b) the ability of that person to appoint or cause the appointment of more than 50% of the directors on the Board of the Company and ability of that person to direct or cause direction of the management and policies of the Company, whether by operation of law or by contract or otherwise;
	(viii)	declare any dividend on its share capital or pay interest on loans / quasi equity from Promoters, associate companies and/or strategic investors if any due and unpaid amount under this issuance;
	(ix)	if the Issuer fails to meet its obligations to pay interest and/or installments and/or other monies due to the Debenture Holders which shall have become due and as long as it is in such default; or
	(x)	If an Event of Default has occurred and is continuing; or
	(xi) (xii)	Issuer is not in compliance of the Financial Covenants; or If the Restricted Payments are not permitted under Applicable
	, ,	Laws.
	(xiii)	The compliance to the Restricted Payment Conditions shall be certified by the Debenture Trustee.
Other conditions	(i)	The Issuer shall deliver to the Debenture Trustee in form and
		detail satisfactory to the Debenture Trustee and in such number of copies as the Debenture Trustee may request:
		a. unaudited semi-annual profit and loss statements and
		balance sheets, within sixty days, or such other period as reasonably required by the Debenture Trustee, of the close
		of each semi-annual period;
		b. independently audited annual accounts within six months, or such other period as reasonably required by the Debenture Trustee, of the close of each financial year; and
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	a such other state was to the such as the
	c. such other statement or statements or information pertaining to the operations of the Borrower as the Debenture Trustee may reasonably require, within such period as required by the Debenture Trustee
	 (ii) The Issuer irrevocably undertakes and agrees with the Debenture Trustee/Debenture Holders, that the Debenture Holders in their sole discretion shall have a right to revise the Applicable Rate of Interest as the Debenture Holders may deem fit and appropriate, in case of any increase / variation in the un-hedged foreign currency exposure of the Borrower. The Issuer shall be liable to pay to the Debenture Holders redemption premium on the amount prepaid by the Issuer to the Debenture Trustee. The Company shall provide a certificate from a Chartered Accountant/Company Secretary certifying that the utilization of proceeds of the issue is for purposes permitted by RBI (iii) The NCDs shall be rated by SEBI registered credit rating agency within 3 months of the relevant disbursement. (iv) In case of any inconsistency between the provisions of this term sheet and other Transaction Documents, the provisions contained in this term sheet shall prevail to the extent of such
	inconsistency. (v) "Notwithstanding anything to the contrary contained in the Debenture Trust Deed dated July 13, 2015 with SBICap Trustee Company Limited (the "DTD"), any reference to term 'Special Resolution' under DTD, in relation to the matters relating to Financial Covenants and Conditions (as defined under DTD), Financial Covenants / Mandatory Early Redemption as mentioned hereunder and other matters specific to this this issuance shall mean the consent in writing of the Debenture Holder(s)/Beneficial Owner(s) representing not less than three-fourths in value of the nominal amount of the Debentures for the time being outstanding under this issuance only. Such special resolution shall be passed at a Meeting of Debenture Holder(s)/Beneficial Owner(s) convened in accordance with the provisions set out in the Fourth Schedule to the DTD, provided however, the term" Majority Debenture Holders" as specified therein shall be construed as mentioned herein above.
	For the purpose of above, reference to "Debentures" under the Debenture Trust Deed dated July 13, 2015, shall mean "Debentures issued and for the time being outstanding under this issuance only."
Transaction Documents	Including but not limited to the following documents: 1. Letter appointing Trustee, as Trustee to the Debenture holders
	 ("Debenture Trustee"). 2. Letter appointing Registrar and Transfer Agent ("Registrar"). 3. Memorandum & Articles of Association of the Company. 4. Board Resolution authorizing issue of Debentures offered under terms of the Disclosure Document. 5. Resolution passed in general meeting, authorizing the offer of securities
	 6. Letter from Rating agencies conveying the credit rating for the Debentures of the Company 7. Detailed Rating rationale adopted by CRISIL Ltd and/or ICRA Ratings
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	Ltd and Debenture Trust Deed executed between the Company and
	Trustee Company Limited
	8. Debenture Trust Deed
	9. Information Memorandum or Shelf Disclosure Document as
	applicable
	10. Deed of Hypothecation; if required
	11. Mortgage documents;
	12. Any other documentation as may be desired by the Arranger and
	mutually agreed with Borrower
Conditions Precedent to	The Issuer will complete conditions precedent to the Issue which will
Disbursement	include, amongst others, the following in form and substance satisfactory
	to the Debenture Trustee/Debenture Holder
	1. Furnished certified copies of the memorandum and articles of
	association (or equivalent constitutive documents);
	2. Board resolutions, shareholders resolution and other Statutory
	compliances;
	3. The Company shall have signed and delivered Information
	Memorandum and PAS 4 under the Companies Act 2013.
	4. Executed the Debenture Trustee Agreement and the Debenture
	Trust Deed
	5. Furnished specimen signatures for person(s) authorised in the
	board resolutions referred to in (b) above;
	` ' '
	6. receipt by the Issuer of all relevant consents (corporate,
	shareholder, regulatory if any) for issuance of NCD;
	7. Debenture Trustee consent letter;
	8. procured and furnished the in principal listing approvals from the
	NSE or BSE Limited;
	9. KYC of the issuer and signatories;
	10. Rating letter not more than 30/60 days old from the date of pay-
	in and rating rationale not more than 180 days older from the
	date of pay-in from the aforementioned Rating Agency
	11. Borrowing Power resolution under section 180(1)(c) confirming
	from the Company Secretary that this NCD issue is within the
	limits authorized as per section 180(1)(c);
	12. Resolution u/s180(1)(a) or non-applicability certificate, as the
	case may be.
	13. Any other documents required as per Companies Act 2013 or any
Condition C. I	other rules and regulations required by RBI/SEBI.
Condition Subsequent to	The Issuer shall ensure that the following documents are executed/
Disbursement	activities are completed:
	1. The letter of allotment, indicating allotment of the Debentures, will
	be credited in dematerialised form within 2 (Two) Business Days from
	the Deemed Date of Allotment. The aforesaid letter of allotment
	shall be replaced with the actual credit of Debentures, in
	dematerialised form, within a maximum of 90 (Ninety) days from the
	Deemed Date of Allotment.
	2. Listing of NCDs within 20 days from Deemed Date of Allotment
	3. End use certificate to be provided within 30 days of Deemed Date of
	2. Indiase certificate to be provided within 30 days of beenied bate of



	Allotment.
	 4. Deed of Hypothecation and Mortgage will be executed upfront, ROC filing to be done in 30 days from the date of execution of Deed of Hypothecation and 90 days for security perfection from Deemed Date of Allotment. 5. Ceding Pari passu charges from existing lenders within 90 days of Deemed Date of Allotment receipt by the Issuer of all relevant consents towards creation and perfection of the Security to the satisfaction of the Debenture Trustee
Representations &	As set out in Debenture Trust Deed dated July 13, 2015. Information
Warranties	Memorandum dated June 20, 2018 ;
Material Adverse Effect Clause:	"Material Adverse Effect" shall mean the consequence of any event or circumstance which in the sole opinion of the Debenture Holders is or is likely to be: (i) adverse to the ability of the Issuer/Company or its to perform or comply with its obligations under this Agreement and/or the other Transaction Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Issuer/Company.
Events of Default	An Event of Default shall occur upon the happening of any event or circumstances mentioned in DTD dated July 13, 2015 and IM dated June 20, 2018, including those mentioned hereunder: a) Breach of the covenants including all Covenants mentioned in Debenture Trust Deed b) Cross default with any of the Edelweiss group entities c) Issuer does not pay, on the due date, any amount payable pursuant to any of the Transaction Documents; d) If Issuer voluntarily or compulsorily goes into liquidation or ever has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking; e) If Issuer commences a voluntary proceeding under any applicable bankruptcy, insolvency, winding up or other similar law now or hereafter in effect, or admits inability to pay its respective debts as they fall due, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment of or the taking of possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of its respective property
	 The authority or permission to carry on the material business of the Company has been revoked by the competent Government Authority and such revocation has not been quashed/ withdrawn within 30 (thirty) calendar Days from the date of such revocation and which has a Material Adverse Effect on the Company as a whole. Any corporate action, legal proceedings or other procedure or step is taken seeking protection in relation to the Company under any law OR the Company refers itself under any law providing protection as a relief undertaking:
	relief undertaking;. 3. The Transaction Documents in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the



Consequence of EOD/ breach of any covenants including any financial	 Company. 4. "An event of total loss or acquisition or takeover by the government of all or substantially all of the assets of the Issuer or material portion of the assets of the Issuer. 5. If in the opinion of the Debenture Trustee, the Security created over the Secured Assets or any part thereof, is in jeopardy. As per Debenture Trust Deed.
covenants	
Approvals	The Issuer agrees to comply with all applicable laws in respect of the Issue. The Issuer will be responsible for taking all the necessary authorizations and / or approvals internal, external regulatory, statutory or otherwise.
Issue Documentation:	 Letter appointing SBICAP Trustee Company Limited, as Trustee to the Debenture holders ("Debenture Trustee"). Letter appointing Karvy Computershare Private Limited as Registrar and Transfer Agent ("Registrar"). Debenture Trust Deed to be executed between the Company and the Debenture Trustee. Memorandum & Articles of Association of the Company. Resolution dated June 20, 2018 passed by the Debenture Allotment Committee authorizing issue of Debentures offered under terms of the Disclosure Document. Resolution dated March 22, 2018 passed by the members authorizing the issue of NCD. Letter from Rating agency(s) conveying the credit rating for the Debentures of the Company (not more than 1 month old from the deemed date of allotment). Rating rationale pertaining to the NCDs. Any other documentation in form and substance customary for Transactions of this nature Security documents
Role and Responsibilities of Debenture Trustee	As per Debenture Trust Deed dated July 13, 2015 entered with SBICAP Trustee Company Limited
Other Expenses	All other expenses viz. Stamp Duty of issuance, Legal fees, Trustee fee, Registrar fee etc. will be to the account of the Issuer.
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.

Funds Settlement

• The participants should complete the funds pay-in to the designated bank account of Indian Clearing Corporation Ltd (ICCL) by 10:30 am on T+1 day.



• The participants must ensure to do the funds pay-in from their same bank account which is updated by them in the BSE BOND (EBP) platform while placing the bids.

The Designated Bank Accounts of ICCL are as under:

> ICICI Bank :

Beneficiary Name: INDIAN CLEARING CORPORATION LTD

Account Number: ICCLEB
IFSC Code: ICIC0000106
Mode: NEFT/RTGS

> YES Bank:

Beneficiary Name: INDIAN CLEARING CORPORATION LTD

Account Number: ICCLEB IFSC Code: YESBOCMSNOC

Mode: NEFT/RTGS

