

Eris
Eris Lifesciences Ltd.

Date: December 1, 2017

To The Department of Corporate Services BSE Limited Phiroze Jeejeebhoy Towers Dalal Street Mumbai- 400001 Security Code: 540596	To National Stock Exchange of India Limited Exchange Plaza Bandra Kurla Complex Bandra (E) Mumbai-400051 Symbol: ERIS
---	--

SUBJECT: INTIMATION UNDER REGULATION 30 AND OTHER APPLICABLE REGULATIONS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 (SEBI LODR, 2015)


Dear Sir/Madam,

Pursuant to the requirement of Regulation 30 of SEBI (LODR), 2015 (read with Paragraph (B) (5) of Part A of Schedule III), and SEBI Circular CIR/CFD/CMD/4/2015 September 09, 2015, the attached disclosure may be taken on record, which is self-explanatory.

The details of the same will be disclosed on the website of the Company.

Thanking You,

For Eris Lifesciences Limited


Sachin Shah
 Chief Financial Officer

Enclosed : as above

Registered & Corporate Office:

8th Floor, Commerce House - IV, Prahlad Nagar, Ahmedabad - 380 015, Gujarat, India

Phone: +91 - 79 - 30451111 / 30179400 - 03 Fax: +91 - 79 - 30179404 / 30451001 Email: eris@erislifesciences.com Web Site: www.eris.co.in

CIN: L24232GJ2007PLC049867

Annexure A

Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Sr. No	Details of events required to be disclosed	Disclosure
1.	Name of the parties with whom the loan facility and related agreements have been entered:	Lender: Axis Bank Limited Borrower: Eris Lifesciences Limited List of agreements relating to the term loan facility executed between the Lender and the Borrower (“Loan Facility Agreements”): <ul style="list-style-type: none">• Term Loan Agreement dated -30th November, 2017• Deed of Hypothecation dated -30th November, 2017;
2.	Purpose of entering into the agreements:	To avail a term loan facility of INR 400,00,00,000 (Indian Rupees Four Hundred Crores) for part financing acquisition of business undertaking of the domestic formulation business containing brands / trademarks / assets of Strides Shasun Limited.
3.	Size of agreement:	INR 400,00,00,000 (Indian Rupees Four Hundred Crores)
4.	Shareholding, if any, in the entity with whom the agreement is executed:	Nil
5.	Significant terms of the agreement (in brief):	The terms of the Loan Facility Agreements includes inter alia, the following actions: <ul style="list-style-type: none">a. All restrictions/ covenants (positive/negative)/ customary terms and conditions as generally applicable for borrowing of funds of similar type and scale.b. The Lender may <i>inter alia</i> review the management structure and/or appoint a nominee to the board of directors of the Borrower, on the occurrence of an event of default under the loan facility agreements.

6.	Whether, the said parties are related to promoter/promoter group/group companies in any manner:	No
7.	Whether the transaction would fall within related party transactions?	No
8.	Details of lender:	Axis Bank Limited, a company, incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at 'Trishul', 3 rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat, through its Corporate Banking Branch, 12, A wing, First Floor, Mittal Tower, Nariman Point, Mumbai 400 021.
9.	Nature of the loan	Rupee term loan
10.	Total amount of loan granted and total amount outstanding:	Amount Granted: INR 400,00,00,000 (Indian Rupees Four Hundred Crores) Amount Outstanding: INR 400,00,00,000 (Indian Rupees Four Hundred Crores)
11.	Date of execution of the loan agreement/sanction letter:	Sanction letter dated 30 th November, 2017 Loan Facility Agreements: As set out in Sr. No. 1 above.

12.	Details of the security provided to the lenders for such loan:	<p>The Borrower is required include inter alia to create the following security for securing the loan facility:</p> <ol style="list-style-type: none"> 1) Exclusive charge on the current assets of the Borrower, present and future; 2) Exclusive charge on the immovable fixed assets of the Borrower, present and future 3) Exclusive charge on the movable assets of the Borrower at Guwahati plant, present and future 4) Exclusive charge on the assets/ brands/ trademarks/ IP being acquired under the transaction 5) Creation of DSRA by earmarking of existing OD limit backed by FD/ Fixed Maturity Plans (FMPs) / Debt Mutual Funds etc, equivalent to one quarter installment and interest 6) Any other security required to create charge over the business undertaking of domestic formulation business containing Brands/Trademarks/assets of the Wholly Owned Subsidiary proposed to be acquired from Strides Shasun Ltd shall be obtained. <p>Additionally, the promoters of the Borrower are required to provide a shortfall undertaking for the term loan.</p>
13.	Any other disclosures related to such agreements, viz, details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Nil