



(भारत सरकार का एक उद्योग)
[A Government of India Enterprise]

ओ एन जी सी मंगलूर पेट्रोकेमिकल्स लिमिटेड

(मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड की सहायक कंपनी)

ONGC Mangalore Petrochemicals Ltd.

(A Subsidiary of Mangalore Refinery & Petrochemicals Ltd.)

एमएसईजेड पेमुदे, मंगलूर - ५७४ ५०९ MSEZ, Permude, Mangaluru - 574 509.

CIN : U40107KA2006GOI041258 दूरभाष Direct Line: 0824-2872000, फैक्स Fax: 0824-2872005. Website: www.ompl.co.in

Letter of Offer

FOR PRIVATE CIRCULATION ONLY

Serial Number: 2

Date: March 3, 2020

FORM NO PAS-4

PRIVATE PLACEMENT OFFER LETTER

[Pursuant to section 42 and rule 14(3) of Companies (Prospectus and Allotment of Securities) Rules, 2014]

PART - A

To

Tata AIG General Insurance Company Limited,
15th Floor, Tower A, Peninsula Business Park,
Ganpatrao Kadam Marg, Lower Parel,
Mumbai - 400013

Attention: Mr. Vinay Rao, Chief Investment Officer

Letter of offer in relation to the issue and allotment of 1,000 (One Thousand) unsecured, rated, unlisted (and which shall continue to be unlisted unless otherwise mandatorily required by applicable law) fully paid-up, non-redeemable, fully and compulsorily convertible debentures ("Debentures") of ONGC Mangalore Petrochemicals Limited ("OMPL", "Issuer" or "Company") aggregating to Rs. 1000,00,00,000 (Rupees One Thousand Crore) on a private placement basis (the "Issue").

Interpretation:

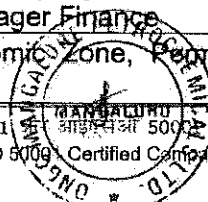
(A) In case of any inconsistency between the terms and provisions of this Letter of Offer and the Debenture Trust Deed, the terms of the Debenture Trust Deed shall prevail.

1. GENERAL INFORMATION

a. Name, address, website and other contact details of the company indicating both registered office and corporate office;

Company Name	ONGC Mangalore Petrochemicals Limited ("OMPL" or "the Company")
Corporate Identity Number	U40107KA2006GOI041258
Promoters/ Sponsors	Mangalore Refinery and Petrochemicals Limited ("MRPL") Oil and Natural Gas Corporation Limited ("ONGC")
Website	http://ompl.co.in
Registered and Corporate office address	Mangalore Special Economic Zone, Permude, Karnataka 574509
Contact Details	Shri. Surendra Nayak, Chief Financial Officer Shri. K B Shyam Kumar, Company Secretary Shri. Hareesh Shetty, Manager Finance
Project Location	Mangalore Special Economic Zone, Permude, Karnataka 574509

एक आईएसओ 9001, आईएसओ 14001, बीएस ओएसएसएस 18001, आईएसओ 50001, रिफाइनरी कंपनी
AN ISO 9001, ISO 14001, BS OHSAS 18001 & ISO 50001 Certified Company



b. Date of incorporation of the company;

Incorporation Date	December 19, 2006
Commercial Operation Date	October 1, 2014

c. Business carried on by the company and its subsidiaries with the details of branches or units, if any;

OMPL does not have any subsidiary.

OMPL is promoted by MRPL and ONGC for setting up of aromatic complex for production of Para Xylene ("Px") and Benzene as a forward integration in the value chain of Mangalore refinery.

The Aromatic Complex is situated over 442 acres of land and is fully integrated with MRPL. The greenfield project is designed to produce 905 KTPA of Paraxylene and 273 KTPA of Benzene along with a self-sustained facility with capacity to generate 72 MW of power. The all-weather Mangalore Port is only 14 km from OMPL plant and is connected by dedicated pipeline, enabling hassle free export & import of products and feed stocks.

The project is using Heavy Naphtha and Aromatic Rich Streams (A7, A8 and A9) as feedstock (majorly supplied by MRPL) to produce Paraxylene and Benzene. The company's sales mix is dominated by paraxylene (~65% of overall sales) and benzene (~17%), with the other by-products being used either for captive consumption as a fuel or sold back to MRPL. Paraxylene is a key ingredient in the production of intermediates used to make polyester for fabric and PET (polyethylene terephthalate) chips for carbonated soft drink and water bottles. Benzene is one of the most basic petrochemicals and has a huge network of downstream industries. It is majorly used as an intermediate for the production of highly valuable products like Styrene / Polystyrene, Phenol (Cumene route), Nylon (Cyclohexane-Caprolactum route), Aniline, Linear Alkyl Benzene(LAB) and other derivatives.

d. Brief particulars of the management of the Company;

The Company has core team of qualified and experienced executives to manage the project. A brief profile of the key management personnel in the Company is as follows:

- ▶ **Shri S S Nayak** is the Chief Executive Officer of OMPL. He has more than 33 years of experience in Oil & Gas industry. His core expertise includes Power Plant & Utility O&M, Project Management, Reliability Improvement, Commissioning & Design Engineering. Before joining OMPL, he was associated with IOCL.
- ▶ **Shri P P Chainulu** is the Chief Operating Officer of OMPL with over 31 years of vast experience in Oil & Gas industry. He has core expertise in Commercial, Project Management, Commissioning, Instrumentation Control Systems O&M & IT Management. He has worked with ONGC before starting his stint with OMPL.
- ▶ **Shri Surendra Nayak** is the Chief Financial Officer of OMPL. He has more than 20 years of Oil & Gas industry experience, with core expertise in Corporate Finance & Accounts, Management Reporting, Project Finance, Marketing Finance, Internal Control & Risk Management.
- ▶ **Shri K B Shyam Kumar** is the Company Secretary of the Company. Shri Shyam Kumar is a Member of the Institute of Company Secretaries of India and holding Master degree in Commerce and Bachelor degree in Law and has more than 20



years of experience in corporate secretarial, legal, accounting and corporate financing etc. He joined the Company in August 2014 after working with housing finance, manufacturing and infrastructure companies.

- **Shri Pundarikaksha** is working as Head of commercial in OMPL. He has over 27 years of experience in Oil & Gas industry. His core expertise includes Project Management, Contracts & Procurement. Before joining OMPL he was associated with Reliance.
- **Shri Pradeep Kumar** is working as Head of operations in OMPL. He has over 22 years of experience in Oil & Gas industry with core expertise in with core expertise in CCR Operations, Commissioning & Process Engineering.
- **Shri Pramod Kunnath** is the Head of marketing of OMPL. He has over 23 years of experience with key expertise in International Trade, Global Contracts & Logistics Management. He has worked with IPCL and Reliance before joining OMPL
- **Shri Prashant Kulkarni** has over 18 years of experience in Oil & Gas industry with core expertise in Design Basis, Production Planning & Commissioning. He is currently working as Head of technical service in OMPL.

e. Names, addresses, DIN and occupations of the directors;

The Board of Directors of the Company as on date are as under:

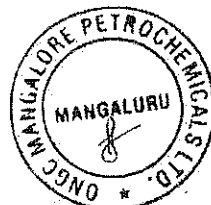
Sr No	Name	Designation	DOB	PAN	Date of Appointment	Address	DIN	Occupation
1	Shri Shashi Shanker	Chairman	02-03-1961	ADEPS7718L	11-10-2017	ONGC Ltd. Deendayal Urja Bhawan, Nelson Mandela Marg, Vasant Kunj, New Delhi 110070	06447938	Professional
2	Shri Venkatesh Madhava Rao	Director	11-01-1965	ACBPR8921L	01-04-2015	MRPL Ltd. Kuthethoor P.O., Via Katipalla, Mangalore , Karnataka- 575030	07025342	Professional
3	Shri Rajesh Shyamsunder Kakkar	Director	14-04-1961	AEWPK4343J	15-05-2018	ONGC Ltd. Deendayal Urja Bhawan, Nelson Mandela Marg, Vasant Kunj, New Delhi 110070	08029135	Professional



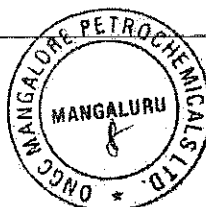
Sr No	Name	Designation	DOB	PAN	Date of Appointment	Address	DIN	Occupation
4	Shri Sanjay Kumar Moitra	Director	04-05-1960	AADPM0620P	15-05-2018	ONGC Ltd. Deendayal Urja Bhawan, Nelson Mandela Marg, Vasant Kunj, New Delhi 110070	08065998	Professional
5	Smt Alka Mittal	Director	27-08-1962	AAAPM0311Q	28-08-2015	ONGC Ltd. Deendayal Urja Bhawan, Nelson Mandela Marg, Vasant Kunj, New Delhi 110070	07272207	Professional
6	Shri Mundanat Vinayakumar	Director	29-05-1960	AAVPV4246N	14-11-2018	MRPL Ltd. Kuthethoor P.O., Via Katipalla, Mangalore, Karnataka-575030	08225553	Professional
7	Smt Pomila Jaspal	Director	11-01-1964	AAHPJ5574B	26-11-2019	MRPL Ltd. Kuthethoor P.O., Via Katipalla, Mangalore, Karnataka-575030	08436633	Professional

f. Management's perception of risk factors;

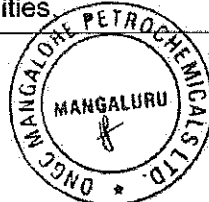
The Debentures (compulsorily convertible into the Company's equity shares) to be issued by the Company are backed by *inter alia* a put option to the Investors on the Sponsor for the purchase of the Debentures against the aggregate face value of the Debentures and accrued and outstanding but unpaid amounts (including the unpaid Coupon thereon) as described in the terms contained herein. The Debenture instrument itself will give assured return to the Investors and provide downside protection through the above mentioned option available to Investors on MRPL and ONGC. In this manner, the Investors are protected from the Company's risks. Potential investors should carefully consider all the risk factors in this private placement offer cum application letter for evaluating the Company and its business and the Debentures before making any investment decision relating to the Debentures. The Company believes that the factors described below represent the principal risks inherent in investing in the Debentures, but does not represent that the statements below regarding risks of holding the Debentures are exhaustive. Further to this, various other risk factors relating to the Company have been enumerated below -



Risk Factor	Description
Repayment is subject to the credit risk of the Issuer and the Sponsors	<p>The Debentures will be brought back by the Sponsors at the end of the tenure. Further Sponsors shall be liable to service Coupon in the event the Company is unable to do so. Repayment is therefore subject to the credit risk of the Company and the Sponsor.</p> <p>Potential investors should therefore be aware that receipt amounts that may be due in respect of the Debentures is subject to the credit risk of the (a) Company and (b) the Sponsors. Potential investors assume the risk that the Company and the Sponsors will not be able to satisfy their obligations under the Debentures. In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Company or/and Sponsors, the payment of sums due from the Company on the Debentures may not be made or may be substantially reduced or delayed</p>
The secondary market for the debentures may be illiquid	The Debentures may be very illiquid and no secondary market may develop in respect thereof. Even if there is a secondary market for the Debentures, it is not likely to provide significant liquidity.
Credit risk & rating downgrade risk	The rating agency has assigned the credit ratings to the Debentures taking into account the credit enhancement provided by the Sponsors. In the event of deterioration in the financial health of the Company or/and the Sponsors who are providing credit enhancement in respect of the Debentures, there is a possibility that the rating agency may downgrade the rating of the Debentures. In such cases, potential investors may incur losses on re-valuation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.
Tax considerations and legal considerations	Special tax considerations and legal considerations may apply to certain types of investors. Potential investors are urged to consult with their own financial, legal, tax and other professional advisors to determine any financial, legal, tax and other implications of this investment.
Accounting considerations	Special accounting considerations may apply to certain types of taxpayers. Potential investors are urged to consult with their own accounting advisors to determine implications of this investment.
Change of Business	OMPL may get merged with one of the group companies of ONGC and thereafter there may be consequential impact on the nature of OMPL's business.
Material changes in regulations to which the issuer is subject could impair the issuer's ability to meet payment or other	The Company is subject generally to changes in Indian law, as well as to changes in government regulations and policies and accounting principles. Any changes in the regulatory framework could adversely affect the profitability of the Issuer or its future financial performance, by requiring a restructuring of its activities, increasing costs or otherwise.



Risk Factor	Description
obligations	
Legality of purchase	Potential investors of the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates or for compliance by that potential investor with any law, regulation or regulatory policy applicable to it.
Political and economic risk in India & the world	The Company is incorporated in India, and the majority of its assets and employees are located in India. An uncertain economic situation, in India and globally, could result in a further slowdown in economic growth, investment and consumption. A slowdown in the rate of growth in the Indian economy and the global economy could result in lower demand for credit and other financial products and services and higher defaults. Any slowdown in the growth or negative growth of sectors where the Company has a relatively higher exposure could adversely impact its performance. Any such slowdown could adversely affect its business, prospects, results of operations and financial condition.
Dependency on MRPL for feedstock supply	OMPL is largely dependent on MRPL for the feedstock namely Naptha and aromatics. Although, OMPL and MRPL teams engage in integrated planning on a regular basis to ensure a continuous streamlined supply of feedstock from MRPL to OMPL, the loss of, or the reduction, delay or cancellation of such feedstock sourcing arrangement with MRPL could have a material adverse effect on the Issuer's business. Under such circumstances, the Issuer may have difficulty securing comparable source of feedstock from other sources.
Availability of Natural gas	The OMPL plant is designed to run on Natural Gas. Company has already entered into Gas Transmission agreement with GAIL. Currently Natural Gas is not available, and It is expected that Natural Gas shall be available to the complex from April 2020. But any delay in the availability of Natural Gas could have adverse effect on the financial projected.
Cyclical downturns in the refining and petrochemical industry	A significant portion of the Company's revenue is attributable to sales of petro-chemical products in the international market and affected by adverse movement in international prices, the prices of which are affected by worldwide prices of feedstock (naphtha) and end products (paraxylene and benzene). Historically, the prices of feedstock and end products have been cyclical and sensitive to relative changes in supply and demand, the availability of feedstock and general economic conditions.
Operating Risk	The operation of the Company is subject to certain risks generally associated with oil, petroleum and petrochemicals businesses, and the related receipt, distribution, storage and transportation of feedstock, products and wastes. The hazards include, but are not limited to explosions, fires, earthquakes and other natural disasters, mechanical failures, accidents, acts of terrorism, operational problems, transportation interruptions, chemical or oil spills, discharges of toxic or hazardous substances or gases, and other environmental risks. These hazards can cause personal injury and loss of life, environmental damage and severe damage to or destruction of property and equipment, and may result in the limitation or interruption of the company's business operations and the imposition of civil or criminal liabilities.



Risk Factor	Description
Potential risk of strikes, work stoppage or any dispute with employees	The Issuer continues to maintain a cordial relationship with the members of its workforce. However, there can be no assurance that the Issuer will not experience disruptions to its operations due to disputes or other problems with its work force, if they arise in the future, which may adversely affect its business.

- g. Details of default, if any, including therein the amount involved, duration of default and present status, in repayment of –

Sr No	Particulars	Details
A	Statutory dues	No Default
B	Debentures and interest thereon	No Default
C	Deposits and interest thereon	Not applicable
D	Loan from any bank or financial institution and interest thereon	No Default

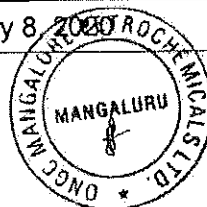
- h. Name, designation, address and phone number, email ID of the nodal/ compliance officer of the company, if any, for the private placement offer process;

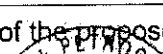
Sr No	Name	Designation	Address	Contact Number
1	Shri K.B. Shyam Kumar	Company Secretary	Mangalore Special Economic Zone, Permude, Karnataka 574509	shyamkumar@omplindia.com 0824-2872120
2	Shri Surendra Nayak	Chief Financial Officer	Mangalore Special Economic Zone, Permude, Karnataka 574509	surendra@omplindia.com 0824-2872003
3	Shri Hareesh Shetty	Manager, Finance	Mangalore Special Economic Zone, Permude, Karnataka 574509	hareeshashetty@omplindia.com 0824-2872079

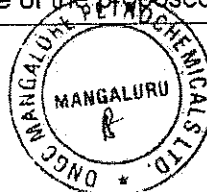
- i. Any default in Annual Filing of the Company under the Companies Act, 2013 or the rules made thereunder: NIL

2. PARTICULARS OF THE OFFER

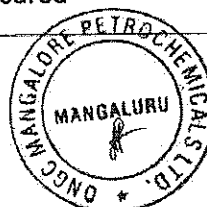
Sr No	Particulars	Details
A	Financial position of the Company for the last 3 financial years	As described in Section 4
B	Date of passing of board resolution	January 28, 2020
C	Date of passing of resolution in the	February 8, 2020



Sr No	Particulars	Details										
	general meeting, authorizing the offer of securities											
D	Kinds of securities offered (i.e. whether share or debenture) and class of security; the total number of shares or other securities to be issued	1,000 (One Thousand), unsecured, rated, unlisted, fully paid up, non-redeemable, fully and compulsorily convertible debenture										
E	Price at which the security is being offered including the premium, if any, along with justification of the price	Face value at Rs. 1,00,00,000/- per debenture (One Crore), issued at par.										
F	Name and address of the valuer who performed valuation of the security offered and basis on which the price has been arrived at along with report of the registered valuer	Not applicable										
G	Relevant Date with reference to which the price has been arrived at	Not Applicable										
H	The class or classes of persons to whom the allotment is proposed to be made	<table><tr><th>Name of the Investor</th><th>Category</th></tr><tr><td>Federal Bank</td><td>Scheduled Commercial Bank</td></tr><tr><td>Tata Insurance Limited</td><td>Insurance Company</td></tr><tr><td>AIG General Company</td><td>Insurance Company</td></tr><tr><td>Kotak Mahindra Prime Limited</td><td>Non-Banking Finance Company</td></tr></table>	Name of the Investor	Category	Federal Bank	Scheduled Commercial Bank	Tata Insurance Limited	Insurance Company	AIG General Company	Insurance Company	Kotak Mahindra Prime Limited	Non-Banking Finance Company
Name of the Investor	Category											
Federal Bank	Scheduled Commercial Bank											
Tata Insurance Limited	Insurance Company											
AIG General Company	Insurance Company											
Kotak Mahindra Prime Limited	Non-Banking Finance Company											
I	Intention of promoters, directors or key managerial personnel to subscribe to the offer (applicable in case they intend to subscribe to the offer)	The promoters will not be subscribing the Debentures however as backstopping support they may acquire the Debentures pursuant to exercise of Put Option or Accelerated Put Option or the Accelerated Buy Out Option.										
J	Amount which the company intends to raise by way of securities	Rs. 1,000,00,00,000/- (Rupees One Thousand Crore)										
K	Terms of raising of securities: Duration, if applicable, Rate of dividend or rate of interest, mode of payment and repayment	Refer summary of terms of issue as below										
L	Proposed time in which the allotment shall be completed	Within 15 days of receipt of allotment money.										
M	Purposes and objects of the offer	OMPL envisages raising fund through issuance of debenture (CCD) for repayment of existing credit facility(ies) of the Company and general working capital purposes										
N	The names of the proposed allottees	Name of the proposed allottees: 										



Sr No	Particulars	Details																					
	and the percentage of post private placement capital that may be held by them	<ul style="list-style-type: none">Federal BankTata AIG General Insurance Company LimitedKotak Mahindra Prime Limited Since (a) the conversion of CCDs will be done at a price which has not been determined at present and (b) the transaction documents contemplate exercise of Put Option at the end of term of the Debentures which will consequently result in Debentures being held by the Sponsors or nominees of such Sponsors it is not possible to determine and disclose the post issue shareholding pattern at present.																					
O	The change in control, if any, in the Company that would occur consequent to the private placement	Not applicable																					
P	The number of persons to whom allotment on preferential basis/ private placement/ rights issue has already been made during the year, in terms of number of securities as well as price	<table><tr><th>Sl no</th><th>Name of the allottees</th><th>No. of shares of Rs.10/- each with a premium of Rs.2/- per share</th><th>Distinctive No.</th></tr><tr><td>1</td><td>MRPL</td><td>21,25,07,138</td><td rowspan="4">2127625103 to 2544291067</td></tr><tr><td>2</td><td>ONGC</td><td>20,41,58,605</td></tr><tr><td>3</td><td>Shri Bhavesh Goel</td><td>111</td></tr><tr><td>4</td><td>Shri Aditya Kumar Mishra</td><td>111</td></tr><tr><td></td><td>Total</td><td>41,66,65,965</td><td></td></tr></table>	Sl no	Name of the allottees	No. of shares of Rs.10/- each with a premium of Rs.2/- per share	Distinctive No.	1	MRPL	21,25,07,138	2127625103 to 2544291067	2	ONGC	20,41,58,605	3	Shri Bhavesh Goel	111	4	Shri Aditya Kumar Mishra	111		Total	41,66,65,965	
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1	MRPL	21,25,07,138	2127625103 to 2544291067																				
2	ONGC	20,41,58,605																					
3	Shri Bhavesh Goel	111																					
4	Shri Aditya Kumar Mishra	111																					
	Total	41,66,65,965																					
Q	The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer	Not applicable.																					
R	Proposed time schedule for which the offer letter is valid	Issue opening date: 12:00 p.m. March 4, 2020 Issue Closing date: 5:00 p.m. March 5, 2020																					
S	Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of such objects	NIL																					
T	Principle terms of assets charged as security, if applicable	Unsecured																					



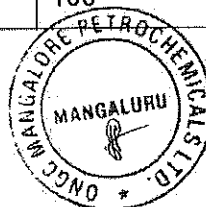
Sr No	Particulars	Details
U	The details of significant and material orders passed by the Regulators, Courts and Tribunals impacting the going concern status of the Company and its future operations	NIL
V	Mode of Payment	<p>Electronic clearing services (ECS)/ credit through RTGS system/funds transfer, wherein the subscription amounts on the Debentures issued by the Company should be paid into:</p> <p>Bank account number of the Issuer: 920020015653236</p> <p>Name and address of the Issuer's bank: Axis Bank Limited, Mangalore, Essel Tower, Ground Floor, Bunts Hostel Circle, Mangaluru 575003</p> <p>IFSC number of the Issuers' bank: UTIB0000077</p>

Conflict

In case of any repugnancy, inconsistency or where there is a conflict between the conditions as are stipulated in this Private Placement Offer Letter and the Transaction Documents, the provisions as contained in Transaction Documents shall prevail and override the provisions of this Private Placement Offer Letter.

Pre-issue and post issue shareholding pattern of the Company:

S.NO	Category	Pre-issue		Post-issue*	
		No. of shares held	(%) of Shareholding	No. of shares held	(%) of Shares holding
A.	Promoter's holding				
1	Indian	Nil	Nil		
	Individual				
	Bodies Corp.				
A	ONGC	1,24,66,53,746	48.99807896		
B	MRPL	1,29,76,32,398	51.00172755		
	Sub-total	2,54,42,86,144	100		
2	Foreign Promoters	Nil	Nil		
	Sub Total (A)	2,54,42,86,144	100		



B.	Non-Promoter's holding				
1	Institutional Investors/ Insurance Companies/ Mutual Funds/ Financial /Institutions/ Banks/Body Corporate (NonPromoter)	Nil			
2	Non-Institutional Investors				
	Private corporate Bodies				
	Directors and Relatives				
	Indian Public	4923	0.00019349		
	Others [including Non- resident Indians(NRIs)]				
	Sub-total (B)	4923	0.00019349		
	Grand Total (A+B)	2,54,42,91,0 67	100.0000000		

*Since the conversion of CCDs will be done at a price which has not been determined at present it is not possible to determine and disclose the post issue shareholding pattern.

Summary of the terms of the issue

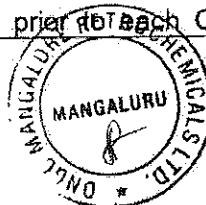
Company / Issuer	ONGC Mangalore Petrochemicals Limited ("Company")
Sponsor	MRPL and ONGC ("Sponsor")
Type of Instrument	Compulsorily Convertible Debentures ("CCD")
Nature of the Instrument	The Debenture shall mean an instrument which is compulsorily convertible into equity capital of the Company by the Sponsor/nominees of the Sponsors in accordance with the terms mentioned herein.
Mode of Issue	Private Placement on a fully paid up basis
Listing	Unlisted
Issuance Mode	Demat only. Demat credit to be received within 15 days of the Debentures Pay-in-Date.
Depository	NSDL or CDSL
Settlement Mode	Payment of monies (i.e. the principal amount, coupon amount and any other amount outstanding under this transaction) shall be made by way of credit through RTGS/NEFT system.
Drawdown	Drawdown is subject to Conditions Precedent to Subscription being satisfied.
Availability Period	Three months from the Signing Date. Any undrawn amounts at the end of this period shall lapse automatically.
Signing Date	The date on which the DTD are signed and executed by the parties to such deed or agreement thereto.
Debenture Trustee	SBICAP Trustee Company Limited
Use of Funds	The Company shall use the proceeds for repayment of existing credit facility(ies), availed by the Company and general working capital purposes.
Nominees	Shall mean any Person that may be identified by the Sponsors, who



	will either (i) fulfill the obligations of the Sponsors pursuant to the Put Option (as defined in the Option Agreement) or the Accelerated Put Option (as defined in the Option Agreement) (as applicable); or (ii) exercise the rights of the Sponsors under the Accelerated Buy Out Option (as defined in the Option Agreement);
Parties	The Company, the Sponsor, the Debenture Trustee and the Investor(s) are collectively referred to hereinafter as the 'Parties'.
Deemed Date of Allotment	The Deemed Date of Allotment shall be the Pay-in-Date
Pay-in-Date	The date of disbursement (s) made by Investor (s) for subscribing to the Debentures shall be referred to as the Pay-in-Date (s)
Subscription Amount	The total amount aggregating up to the Issue Size payable by the Principal Investor(s) to the Company as consideration for the Debentures issued to the Principal Investor (s), in accordance with the terms of this term sheet/Debenture Trust Deed, as applicable.
Face Value	Rs 1 Crore per Debenture.
No of Units	1,000
Tenure	36 (thirty-six) months from the Deemed Date of Allotment; with mandatory Put / Call Option at the end of the 35 th month.
Coupon Payment Date	shall mean with respect to the first coupon period 31 March, 2020 thereafter on 30 th June, 30 th September, 31 st December and 31 st March of each year.
Rating of Instrument	<p>The Debentures are expected to be assigned a rating of AAA (CE).</p> <p>The Company unconditionally agrees and undertakes to get the Debentures rated by any of the two Credit Rating Agency/ies mentioned in the definition of 'Credit Rating Agency, provided below this clause, as per following timelines:</p> <ol style="list-style-type: none"> 1. Rating of Debentures, by the first Credit Rating Agency shall be obtained before first issuance of the Debentures. 2. Rating of Debentures, by the second Credit Rating Agency shall be obtained within 30 days from first issuance of the Debentures. <p>For the purpose of this clause, "Credit Rating Agency" shall mean and refer to the domestic credit rating agencies such as Credit Analysis and Research Limited, CRISIL Limited, India Ratings and ICRA Limited and such other credit rating agencies identified and/or recognized by the Reserve Bank of India from time to time.</p>
Allotment of Debentures	<ol style="list-style-type: none"> a) The Investor (s) shall remit the Subscription Amount on the Pay-in-Date (s). b) The Company shall allot and credit the Debentures in dematerialized form within 15 business days from the Pay-in-Date (s).
Accelerated Buy Out Option with the Sponsor	<ul style="list-style-type: none"> ▪ Upon signing of a binding term sheet for equity infusion in the Issuer at any time prior to the expiry of 35 months from the Deemed Date of Allotment, the Sponsor may, with a prior written notice of 15 days to the Debenture Trustee, buy-out Debentures at Face Value ("Accelerated Buy Out of Securities") from the Investor (s); ▪ Coupon amount accrued and due but unpaid till the date of the Accelerated Buy Out shall be paid to the Investor (s) as on the date of the Accelerated Buy Out. ▪ The Sponsors will have a right to buy-out the CCDs (partly or fully at Face Value) at any point of time. On exercising such



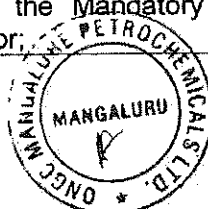
	<p>accelerated buy-out option prior to the 12th month of the instrument, the Investors will be compensated through Yield Protection Premium for the balance period until the end of 12 months from the Pay-in date.</p> <ul style="list-style-type: none"> The Yield Protection Premium will be calculated as follows for each Debenture – $\left[(\text{Face Value of a Debenture}) \times (\text{Coupon rate} - 1 \text{ yr G-sec rate}) \times (\text{No. of days till end of 12 months} / 365) \right] / \left[(1 + 1 \text{ yr G-sec rate}) ^ {(\text{No. of days till end of 12 months} / 365)} \right]$
“Put Option” or Mandatory Buy-out by the Sponsor	<p>a) In the event that the Sponsor has not procured a Nominee who has, or the Sponsor by itself has not, acquired all the Debentures from the Investor (s) prior to the expiry of 35 months from the Deemed Date of Allotment of Debentures, the Sponsor will mandatorily, and without requiring any notice or intimation in this regard, buy the outstanding Debentures for the aggregate Face Value of the Debentures and the accrued/ outstanding but unpaid amounts (including but not limited to unpaid coupon amount), if any, at the end of 35th month from the Deemed Date of Allotment (“Mandatory Buy-out”). Purchase of Debentures shall be undertaken mandatorily by the Sponsor for the entire outstanding Debentures amount;</p> <p>b) The Mandatory Buy-out set out above, shall be binding on the Sponsor and not optional in nature and shall not be dependent on any notice being delivered to the Sponsor; and</p> <p>c) The Debenture Trustee shall give a prior notice of 60 days to the Sponsor in regards to the Mandatory Buy-out. However, the obligation of the Sponsor under the Mandatory Buy-out shall remain, independent of any such notice being given to the Sponsor.</p> <p>d) Sponsors’ liability: The liability of each Sponsor shall be limited to its proportionate shareholding in OMPL, i.e. the Sponsors will not be joint and severally liable</p>
Accelerated Put Option available to the Investor (s)	<p>a) Accelerated Put Option may be exercised by the Investor(s) on the Sponsor in case of non-payment of coupon amount due and payable on the applicable Coupon Payment Dates wherein such default continues for a period of 1 (one) Business Days (including the Coupon Payment Date) from such Coupon Payment Date; and</p> <p>b) Accelerated Put Option shall be applicable on the entire outstanding principal amount of Debentures and any other dues due to the Investor(s).</p>
Service Account	<p>The Issuer shall create a no lien service account with an acceptable banker for servicing the coupon payments till conversion of the entire/ whole of the Debentures into equity, corresponding to the outstanding Debentures held by the Investor (s).</p> <p>Interest Payment Mechanism:</p> <p>a) 1 (one) business day prior to each Coupon Payment Date, the Issuer shall fund service account equal to the requisite amount of coupon payment due</p> <p>b) 1(one) business day prior to each Coupon Payment Date, the</p>



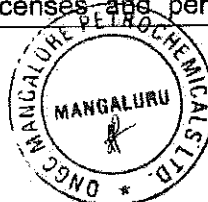
	<p>Debenture Trustee shall issue notice to the Sponsor with a request to get the service account funded either by the Issuer or itself with the requisite amount on or before Coupon Payment Date.</p> <p>The Sponsor unconditionally and irrevocably shall be liable to get the service account funded with the requisite amount on or before the relevant Coupon Payment Date at such notice from the Debenture Trustee.</p>
Transfer	<p>(a) In case of exercise of Accelerated Buy-out Option, the Sponsor, by itself, or through any other affiliate or Nominees (s) nominated by the Sponsor, may acquire the outstanding Debentures.</p> <p>(b) In case of Mandatory Buy-out and/or the Accelerated Put Option, the Sponsor or its Nominees shall be mandatorily required to buy the outstanding Debentures held by the Investor(s).</p> <p>(c) The Debentures, if required by the Principal Investor (s), maybe transferred only to the Permitted Investor at any time during the Tenure. Provided that such Permitted Investor (s) shall be permitted to transfer the Debentures to any of the Principal Investor (s)/ other Permitted Investor(s).</p>
Conversion Option	<p>The Debentures will not have any conversion option for the period it is held by the Investor(s).</p> <p>On exercise of any of the following, the conversion option shall be effective:</p> <p>a) Accelerated Buy-out Option; b) Mandatory Buy-out; c) Accelerated Put Option;</p> <p>Sponsor/ Nominee shall have the unilateral right to convert the Debentures held by them to equity of the Company.</p>
Conversion Terms for Debentures	<p>Debentures shall be automatically and compulsorily converted into ordinary equity shares of the Company at the end of the Tenure; provided however in the event that the Investors continue to hold the Debentures at the end of the Tenure, for any reason whatsoever, the conversion of the Debentures shall not happen until such time as the Sponsor has acquired the Debentures from the Investor. Further, in the event, the Sponsor exercises the Accelerated Buy-out Option or when the Debentures are transferred to Nominee(s), the Sponsor may require the Company to convert the Debentures including the coupon amount and any other fee paid to the Investor (s) by the Sponsor into ordinary equity shares of the Company, before the end of the Tenure of the Debentures. Such conversion shall occur at the Conversion Price.</p>
Conversion Price	<p>To be decided 35 months from date of issuance or within 30 days of the exercise of the following, whichever is earlier</p> <p>a) Accelerated Buy-out Option; b) Mandatory Buy-out; c) Accelerated Put Option;</p>
Ranking of shares	<p>The equity shares issued upon conversion of the Debentures shall rank pari-passu in all respect with the equity shares existing at the time of such conversion, including with respect to voting rights, bonus and rights shares.</p>



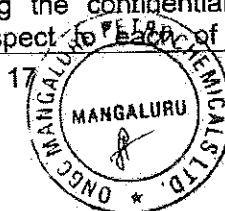
Conditions Precedent To Subscription	<p>The obligation of the Principal Investor (s) to subscribe to the Debentures is subject to, among other things, to the execution of definitive Debenture Trust Deed and Option agreement between the Principal Investor (s)/Debenture Trustee, Sponsor and the Company (as applicable) in the form and manner satisfactory to the Investor. It shall also be conditional on the Company and the Sponsor to comply with the following conditions to the satisfaction of the Debenture Trustee / Principal Investor (s):-</p> <p>a) No restriction on allotment/transfer of Debentures/Shares permitted as per this term sheet:</p> <p>The Company shall provide an undertaking that the allotment of the Debentures/ shares shall not be vetoed or in any way objected to or obstructed to by the Company and any transfers as per the terms of Debenture Trust Deed shall be duly recorded in the Company's corporate records.</p> <p>b) Statutory Approval(s) for investment by the Investor(s)</p> <p>The Company shall obtain all requisite corporate and other approvals and comply with all regulatory requirements as may be required for allotment of the Debentures/ equity shares upon conversion.</p> <p>c) Corporate Authorizations</p> <ul style="list-style-type: none"> • The Company shall get the necessary resolutions/approvals passed by it's board of directors and from it's shareholders for issue and allotment of Debentures as required under the applicable laws. • The Sponsor shall get the necessary resolutions/approvals passed by it's board of directors for the put option obligation. • Certificate from independent chartered accountant or practising company secretary stating that section 185 and section 186 of Companies Act, 2013 shall not be attracted by providing put-option to the Investors.
Transaction Documents	<p>Customary documents for such Debenture issuance, including:</p> <ul style="list-style-type: none"> • Debenture Trust Deed ("DTD") setting out the terms of issuance of Debentures set out in this term sheet; • Option agreement setting out the terms of the Mandatory Buy-out, Accelerated Put Option, and the Accelerated Buy-Out Option; • Debenture Trustee Agreement setting out the terms of appointment of Debenture Trustee and the rights and duties of the Debenture Trustee; and • Service Account Agreement setting out the terms of operation of the Service Account. • Private Placement Offer Letter (PAS-4) • Pricing Supplement setting out the applicable coupon rate in respect of each series of debentures.
Events of Default	<ul style="list-style-type: none"> • Non-payment under the Mandatory Buy-out/ Accelerated Put Option by the Sponsor;



	<ul style="list-style-type: none"> • Default in performance of covenants and conditions of this term sheet/ the Transaction Documents wherein such default continues for a period of 30 days; • Supply of misleading information/breach of representations and warranties; • Liquidation or dissolution of the Company/Sponsor; and • Non-payment of coupon amount. <p>For the period of default, the Issuer shall pay an interest (which shall in addition to the Coupon Rate) at the rate of 1% (one per cent) per annum ("Default Interest") on the outstanding Debentures from the date of the default until such default is waived or remedied, whichever is earlier. In case, the Issuer fails to pay the Default Interest, Sponsor shall pay the same to the Investor (s) no later than 7 days from the receipt of demand notice from the Debenture Trustee/ Investor (s).</p>
Consequences of Event of Default	<p>If any of the Events of Default occur and are continuing, then the Debenture Trustee shall (acting on the instructions of majority of Investor(s)) , by giving a written notice of 15 days to the Company and Sponsor, have the option to:</p> <ol style="list-style-type: none"> a) Exercise Accelerated Put option in case of non-payment of coupon amount; or b) Require the Company/Sponsor to arrange for a new investor (s) to purchase the Debentures. <p>These remedies to the Debenture Trustee shall be cumulative in nature, i.e. the Debenture Trustee (acting on the instructions of majority of Investor (s)) shall have the right to exercise all the options together.</p>
Representations and Warranties and Covenants	<p>The Company shall represent and warrant as under:</p> <ol style="list-style-type: none"> 1. To the best of its knowledge, the information furnished by the Company to the Debenture Trustee / Investor(s) from time to time is true and correct and is not misleading in any material respect; 2. The Company has full power, capacity and authority to execute, deliver and perform the rights and obligations provided in the DTD and has taken all necessary action to allot the Debentures/equity shares to the Investor(s)/ Debenture Trustee on the terms and conditions contained in the DTD and to authorize the execution, delivery and performance of the DTD; 3. Nothing in the DTD conflicts with the Memorandum and Articles of Association of the Company or to the best of its knowledge with any other agreement, contract or obligation of the Company and no prior permission, sanction or consent from any person whosoever is required for performance of obligations hereunder by the Company; 4. The Company has obtained all necessary material licenses and permits and has entered into requisite arrangements as prudent for its business and shall from time to time apply for and obtain all necessary material licenses and permits and enter into such



	<p>further agreements as required by it;</p> <ol style="list-style-type: none"> 5. The Subscription Amount or any part thereof shall be utilized solely for the purposes as per this term sheet; 6. To the best of its knowledge, no event or condition which could have a material adverse impact on the Company or its business has occurred or is subsisting and no notice in connection therewith has been served on the Company; 7. The obligation to comply with the terms of the DTD shall constitute a legal, valid and binding obligation on the Company, enforceable against the Company in accordance with the terms hereof; 8. As on the date of signing the DTD, there are no outstanding share warrants to be issued nor is there any outstanding obligation on the Company to issue equity shares to any person against any amounts received except to the extent disclosed by the Company or for share application money received from the existing equity investors; 9. To the best of its knowledge, as on the date of signing the DTD, no resolution has been passed, petition has been presented or order has been made for administration or winding up or for the appointment of a receiver or provisional liquidator of the Company; 10. The Company's use of any intellectual property including trade secrets or confidential information, will not expose the Company or the Investor(s)/ Debenture Trustee to any infringement claims and the Company has the valid legal and contractual right to all concessions, trademarks, copyrights, trade names, patents, designs and other proprietary information and/or license agreements necessary for the conduct of its business as now conducted and as proposed to be conducted, without any known conflict with rights of third parties; and 11. As on the date of the signing of the Debenture Trust Deed, the Company/Sponsor is not in default under any loan, guarantee or debt with any financial institution, bank or any other creditor to which either of them is a party or which is binding upon any of them or any of the assets or revenues of any of them. <p>The Company shall expressly agree and acknowledge that the above representations and warranties shall remain in force till the termination of the DTD or till such period as the Investor(s) holds Debentures, in the Company, whichever is earlier.</p>
Accounts, Records and Reports	<p>The financial accounts of the Company shall be prepared in accordance with Indian Accounting Standards. Quarterly financial statements shall be provided to the Debenture Trustee within a period of 90 days from the end of the relevant quarter. Audited annual accounts shall be provided within a period of 180 days from the end of the relevant fiscal year.</p>
Confidentiality	<p>The DTD shall contain provisions customary to this type of transaction regarding the confidentiality of proprietary and other information with respect to each of the Party, which is shared</p>



	<p>between the Parties. Parties agree that they shall treat this term sheet and all subsequent commercial details disclosed by either of them as confidential and shall not disclose it to any other person unless it is required to do so for fulfilling their obligations under this term sheet and/or it is required to do so under any applicable law. The confidentiality obligations and limitations on use of Confidential Information, shall terminate after 24 (twenty four) months from the date of execution of the Transaction Documents.</p> <p>Notwithstanding anything contained herein above, the Company agree, accept and consent for the disclosure and sharing by the Investor (s) of all or any information and data relating to the Company or any credit facilities, including but not limited to information relating to default, if any, committed by the Company, in the discharge of their obligations, as the Investor (s) may deem appropriate and necessary to disclose and furnish, to the RBI and/or any agency/credit bureau and/or authorized in this behalf by RBI, to its professional advisers and consultants and to its service providers, third party or otherwise, through written or oral communication including paper publication and/or as required under applicable law, at the order of a court of law, or any statutory, regulatory or supervisory authority with whom it customarily complies.</p> <p>The Company also accept that RBI or any other agency so authorized, any statutory, regulatory or supervisory authority, may use, process, disseminate the said information and data disclosed by the Investor (s) in such manner as they deemed fit by them in any particular circumstances and shall not hold the Investor (s) at all responsible or liable in this regard.</p>
Indemnity	<p>The Company as well as the Sponsor hereby indemnify and hold harmless Debenture Trustee, Investor (s), their affiliates, directors, officers, employees and personnel from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or based upon:</p> <ol style="list-style-type: none"> any untrue statement or misrepresentation of a material fact contained in the term sheet/Transaction Documents / other material provided by the Company/Sponsor ; and any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Company/Sponsor or their directors, employees, personnel or representatives. <p>The Party intending to seek Indemnity shall give notice to the other party(ies). In case of any claim for Indemnity based upon the commencement of legal action against the party(ies) seeking Indemnity, such Party(ies) shall notify, within 30 days, the Indemnifying Party(ies) in writing of the commencement thereof, and the omission so to notify the indemnifying Party(ies) shall relieve such indemnifying Party(ies) from any liability under this clause as to</p>



	<p>the particular item for which indemnification is being sought, but not from any other liability which it may have to the other Party(ies).</p> <p>Notwithstanding the generality of the foregoing, in no circumstances shall the Investor (s) or any of its affiliates or its or their respective directors, employees or representatives be liable for any indirect, special, punitive, consequential or incidental losses, claims or damages arising out of or in any manner connected with this arrangement or for any loss attributable to any of the party.</p>
Severability	<p>If one or more of the provisions hereof shall be void, invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions herein contained shall not be affected or impaired in anyway. Each Party hereto shall, in any such event, execute such additional documents as the other Party may reasonably request in order to give valid, legal and enforceable effect to any provision hereof which is determined to be invalid, illegal or unenforceable.</p>
Other terms	<ol style="list-style-type: none"> 1. The Company shall not, without the consent of the Debenture Trustee, acting on the instructions of majority of the Investor (s): <ol style="list-style-type: none"> a) Effect any change in rights for Debentures/equity shares (directly or indirectly); b) Effect any material change in scope of the business 2. The Company shall provide an end use certificate from its statutory auditor/ chartered accountant certifying that the Debentures proceeds have been utilized for the stipulated purposes within 30 days of the Pay-in-Date (s);
Governing Law	<p>This term sheet, DTD and Transaction Documents shall be governed by, and construed in accordance with the laws of India.</p>
Arbitration	<p>If any dispute, difference, claim or question shall at any time arise between the Parties on the DTD or any clause or matter herein contained or their respective rights, claims or liabilities hereunder in relation to or arising out of or concerning the DTD, such dispute, difference, claim or question shall be referred to arbitration. Each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The venue of arbitration shall be Delhi and the proceedings shall be in the English language.</p>
Jurisdiction	<p>All legal proceedings, as permitted under applicable law, arising out of or under the term sheet, DTD and Transaction Documents shall be subject to the exclusive jurisdiction of the courts of Delhi or Mumbai or Mangalore.</p>
Expenses	<p>The Company shall bear all costs, charges and expenses in connection with or relating to the Issue (including but not limited to costs of investigation of title, legal fees, professional charges, and stamp duty).</p>
Memorandum and Article of Association	<p>The Company shall undertake to amend the Memorandum and Articles of Association of the Company to incorporate the terms of DTD /put option (if required) to the maximum extent permitted under the Companies Act, prior to the issuance of Debentures.</p>



	Such amendments in the Memorandum and Articles of Association of the Company, if required for the purpose of issuance of the Debentures, shall be made within 90 days from the first Pay-in-Date.
Non-Binding	The Parties acknowledge that this summary of terms is not intended to be a complete statement of their agreements with respect to the proposed investment and is not binding upon either party. The terms and conditions herein shall become binding when incorporated into definitive documents executed by and delivered to the Parties. Upon execution of the term sheet, the Parties shall proceed in good faith to prepare and negotiate the definitive documents. Notwithstanding the foregoing, however, the Parties acknowledge and agree that the provisions of Confidentiality are binding on and are enforceable against the Parties in accordance with Indian laws applicable to contracts made and to be performed entirely within that jurisdiction whether or not the Parties elect to proceed or consummate the proposed investment and shall survive any termination of this term sheet.

3. DISCLOSURES WITH REGARD TO INTEREST OF DIRECTORS, LITIGATION ETC.

- i. Any financial or other material interest of the directors, promoters or key managerial personnel in the offer and the effect of such interest in so far as it is different from the interests of other persons.

NIL

- ii. Details of any litigation or legal action pending or taken by any Ministry or Department of the Government or a statutory authority against any promoter of the offeree company during the last three years immediately preceding the year of the circulation of the offer letter and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action shall be disclosed.

NIL

- iii. Remuneration of directors (during the current year and last three financial years);

Amount in Rs. Lacs

Directors	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Shri D K Saraf (till 30.09.2017)	-	-	NA	NA
Shri Shashi Shanker	NA	-	-	-
Shri Hariharan Kumar (till 31.05.2018)	-	-	-	NA
Shri Venkatesh Madhava Rao	-	-	-	-
Shri A K Sahoo (till 11.12.2018)	-	-	-	NA
Shri Rajesh Kakkar	NA	NA	-	-
Shri V P Mahawar (till 28.02.2018)	-	-	NA	NA
Shri Sanjay Moitra	NA	NA	-	-
Smt. Alka Mittal	-	-	-	-
Shri Mundanat Vinaykumar	NA	NA	-	-
Smt Pomila Jaspal	NA	NA	NA	-



Directors	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Shri M M Chitale (sitting fees only) (till 27.03.2017)	1.20	NA	NA	NA
Shri GM Ramamurthy (sitting fees only) (till 27.03.2017)	2.50	NA	NA	NA
Shri Santosh Nautiyal (sitting fees only) (till 27.03.2017)	3.05	NA	NA	NA
Total	6.75	-	-	-

* Remuneration mentioned for FY 2019-20 is calculated upto December 2019

OMPL does not provide any remuneration to the directors. Only sitting fees has been paid.

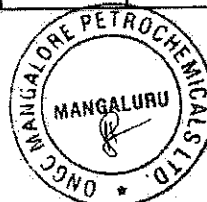
- iv. Related party transactions entered during the last three financial years immediately preceding the year of circulation of offer letter including with regard to loans made or, guarantees given or securities provided

• Details of related party transaction

Rs. Crore					
Sr No	Name	Nature of transaction	FY 2017	FY 2018	FY 2019
1	MRPL	Purchase of products	4,662.47	4,316.95	5,957.98
		Sale of products	898.70	1,062.11	1,586.33
		Services received – facilitation charges	3.67	4.44	6.88
		Interest charges for delayed payments	5.71	-	-
		Services & Supplies received- power & others	0.00	10.75	19.32
		Deputation services received	-	1.66	0.30
		Deputation services rendered	-	1.24	0.12
2	Mangalore SEZ Ltd.	Supplies and services received	20.45	37.87	39.19
		Capital advance for corridor	7.57	-	-
		Security deposit for 2MVA power	-	0.81	-
		Lease rent	2.34	2.34	2.34
3	HPCL	Purchase of products	385.72	347.48	28.16

• Compensation of Key Management Personal

• Compensation of Key Management Personnel				
Sr No	Name	FY 2017	FY 2018	FY 2019
1	Chief Executive Officer	-	-	0.65*
2	Chief Financial Officer	0.55^	0.62^	0.56^^



Sr No	Name	FY 2017	FY 2018	FY 2019
3	Company Secretary	0.30	0.30	0.33
4	Independent Directors	0.07	-	-

* Chief Executive Officer is appointed w.e.f 1st October 2018

^ CFO was holding additional charge of CEO

^^ includes reimbursement of Rs. 0.21Crore towards secondment of personnel from holding company w.e.f. 1st October 2018.

• Details of transaction with others (Government related entities)

Rs. Crore

Sr No	Name	Nature of transaction	FY 2017	FY 2018	FY 2019
1	Bridge and Roof Co. (India) Ltd	Services	1.41	0.68	-
2	Engineers India Limited	Services	-	1.89	1.70
3	National Insurance Company Limited	Insurance Premium	1.22	1.21	2.94
4	Karnataka State Pollution Control Board	Services	0.18	0.01	0.01
5	New Mangalore Port Trust	Post Services	4.96	6.72	8.42
6	Balmer Lawrie & Co. Ltd.	Services	0.61	0.32	0.53
7	New India Assurance Company Limited	Services	11.62	11.76	4.14
8	Central Warehousing Corporation	Services	-	0.05	0.01
9	Bharat Petroleum Corporation	Supply of Goods	-	0.14	0.67
10	Gail India Ltd.	Supply of Goods	-	0.18	0.09

- v. Summary of reservations or qualifications or adverse remarks of auditors in the last five financial years immediately preceding the year of circulation of offer letter and of their impact on the financial statements and financial position of the company and the corrective steps taken and proposed to be taken by the company for each of the said reservations or qualifications or adverse remark

NIL. There are no such qualifications/adverse remarks of auditors in the last five financial years

- vi. Details of any inquiry, inspections or investigations initiated or conducted under the Companies Act or any previous company law in the last three years immediately preceding the year of circulation of offer letter in the case of company and all of its subsidiaries. Also, if there were any prosecutions filed (whether pending or not) fines imposed, compounding of offences in the last three years immediately preceding the year of the offer letter and if so, section-wise details thereof for the company and all of its subsidiaries

NIL

- vii. Details of acts of material frauds committed against the company in the last three years, if any, and if so, the action taken by the company

NIL



4. FINANCIAL POSITION OF THE COMPANY

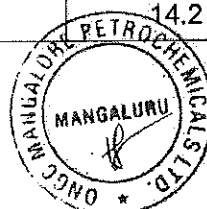
- a. Size of the Present Issue: Issue and allotment of 1,000 (One Thousand) unsecured, rated, unlisted fully paid-up, non-redeemable, fully and compulsorily convertible debentures ("Debentures") of ONGC Mangalore Petrochemicals Limited ("OMPL", "Issuer" or "Company") aggregating to Rs. 1000,00,00,000 (Rupees One Thousand Crore) on a private placement basis
- b. the capital structure of the company in the following manner in a tabular form –
- (i) a) the authorised, issued, subscribed and paid up capital (number of securities, description and aggregate nominal value);

Sl. No.	Particulars	No. of Securities	Description	Total Share Capital (Rs. Crores)
a.	Authorised Capital	3,20,00,00,000	Equity Shares	3,200.00
	Issued Capital	2,54,42,92,166	Equity Shares	2,544.29
	Subscribed Capital	2,54,42,91,067	Equity Shares	2,544.29
	Paid up Capital	2,54,42,91,067	Equity Shares	2,544.29
b.	paid up capital (after the offer)	2,54,42,91,067	Equity Shares	2,544.29
	paid up capital (after conversion of convertible instruments (if applicable))	^		
c.	Share Premium Account (before the offer)	NA	NA	424.44
	Share Premium Account (After the offer)	NA	NA	424.44

^Since the conversion of CCDs will be done at a price which has not been determined at present it is not possible to determine and disclose the post issue shareholding pattern.

- (ii) the details of the existing share capital of the issuer company in a tabular form, indicating therein with regard to each allotment, the date of allotment, the number of shares allotted, the face value of the shares allotted, the price and the form of consideration. Provided that the issuer company shall also disclose the number and price at which each of the allotments were made in the last one year preceding the date of the offer letter separately indicating the allotments made for considerations other than cash and the details of the consideration in each case;

Sr. No.	Date of Allotment	No of shares allotted	Face Value	Price at which shares were allotted	Form of consideration, details
A	16.01.2007	50,000	10	10	Cash
B	28.02.2015	97,99,75,500	10	10	Allotment made against advance against equity
C	28.02.2015	89,76,00,000	10	14.2	Cash



Sr. No.	Date of Allotment	No of shares allotted	Face Value	Price at which shares were allotted	Form of consideration, details
D	21.11.2018	24,99,99,602	10	12	Cash
E	21.06.2019	41,66,65,965	10	12	Cash

No allotment has made in the last one year preceding the date of the this letter of offer for considerations other than cash.

- c. Profits of the company, before and after making provision for tax, for the three financial years immediately preceding the date of circulation of offer letter;

Sr No	Particulars (Rs. Crores)	FY 2017	FY 2018	FY 2019
1	Profit Before Tax	(493.28)	(475.85)	74.19
2	Profit After tax	(366.19)	(447.10)	22.89

- d. Dividends declared by the company in respect of the said three financial years; interest coverage ratio for last three years (Cash profit after tax plus interest paid/interest paid)

Sr No	Particulars	FY 2017	FY 2018	FY 2019
1	Dividend declared by the Company	-	-	-
2	Interest Coverage ratio ((PAT+ Dep+ Interest)/ Interest)	NA	NA	1.55

- e. A summary of the financial position of the company as in the three audited balance sheets immediately preceding the date of circulation of offer letter;

Rs. Crores

FY ending on	March 31, 2017 (Aud.)	March 31, 2018 (Aud.)	March 31, 2019 (Aud.)
Share Capital	1,877.63	1,877.63	2,127.63
Other Equity	(1,118.80)	(1,565.64)	(1,494.45)
Total equity	758.82	311.99	633.17
Non-Current Liability			
Long term borrowing	3,775.17	2,979.20	714.85
Provision	6.49	5.97	12.42
Total Non-Current Liability	3,781.65	2,985.17	727.28
Current Liability			
Short term borrowing	2,851.34	3,183.88	3,445.85
Trade payable	244.90	308.33	324.45
Other financial liability	461.13	949.20	2,628.49
Other current liability	2.45	1.41	1.20
Other short term provision	0.23	0.42	0.81
Total Current Liability	3,560.05	4,443.23	6,400.79
Total Liability	8,100.53	7,740.39	7,761.24

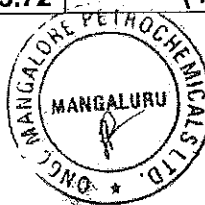


FY ending on	March 31, 2017 (Aud.)	March 31, 2018 (Aud.)	March 31, 2019 (Aud.)
Non-Current Assets			
Property plant & equipment	6,080.29	5,800.85	5,628.64
Intangible Assets	0.67	0.67	0.71
CWIP	0.04	14.60	12.80
Non-Current Financial assets	3.54	2.40	2.40
DTA	787.35	815.95	765.41
Other Non-Current Assets	328.03	316.02	307.25
Total Non-Current Assets	7,199.92	6,950.49	6,717.21
Inventories	397.79	520.72	514.40
Receivables	197.75	145.39	357.84
Cash & Cash Equivalent	12.99	0.02	2.08
Short term Loans & Advances	-	0.36	0.36
Other current financial assets	34.44	0.18	0.09
Current tax assets (net)	0.24	0.27	0.05
Other Current Assets	257.40	122.97	169.21
Total Current Assets	900.61	789.90	1,044.04
Total Assets	8,100.53	7,740.39	7,761.24

f. Audited Cash Flow Statement for the three years immediately preceding the date of circulation of offer letter;

Rs. Crores

FY ending on	March 31, 2017 (Aud.)	March 31, 2018 (Aud.)	March 31, 2019 (Aud.)
Cash flow from Operating Activities			
Cash flow from Operations	(317.62)	465.30	658.69
Cash flow from Investing Activities			
Payments for property, plant and equipment	104.24	(16.88)	(53.45)
Payments for intangible assets	(0.01)	(0.07)	(0.08)
Interest received	0.18	0.21	0.04
Dividend received from mutual funds	1.27	1.09	0.71
Total Cash flow from Investing	105.68	(15.66)	(52.79)
Cash flow from Financing Activities			
Proceeds from Equity Share Capital	-	-	299.70
Proceeds from long-term borrowings	1,999.74	0.90	19.37
Repayment of long-term borrowings	(370.56)	(307.87)	(827.88)
Proceeds from short-term borrowings	14,487.22	16,046.89	17,392.30
Repayment of short-term borrowings	(15,438.23)	(15,767.69)	(17,087.02)
Finance costs	(454.45)	(434.85)	(400.31)
Total Cash flow from Financing	223.72	(462.61)	(603.84)



FY ending on	March 31, 2017 (Aud.)	March 31, 2018 (Aud.)	March 31, 2019 (Aud.)
Net Increase / (Decrease) in Cash	11.78	(12.97)	2.06
Opening Cash Balance	1.21	12.99	0.02
Closing Cash Balance	12.99	0.02	2.08

- g. Any change in accounting policies during the last three years and their effect on the profits and the reserves of the company.

During last three years, there is only one change in the Accounting Policy on Revenue Recognition due to the introduction of new Ind AS 115 i.e. Revenue from contracts with customers applicable from 1st April 2018. However, there is no effect on the profits and reserves of the Company



PART - B

(To be filled by the Applicant)

- (i) **Name of Applicant:** _____
- (ii) **Father's Name:** N.A.
- (iii) **Complete Address including Flat/House:**

- (iv) **Phone Number:** _____
- (v) **E mail id if any:** _____
- (vi) **PAN Number:** _____
- (vii) **Bank Account Details:** _____

Signature: _____

Initial of the officer of the company designated to keep the record:



5. A DECLARATION BY THE DIRECTOR THAT-

I, as the Director of the Company, hereby confirms that:

- a. the company has complied with the provisions of the Companies Act, 2013 and the rules made thereunder;
- b. the compliance with the Companies Act, 2013 and the rules does not imply that payment of dividend or interest or repayment of debentures, if applicable, is guaranteed by the Central Government;
- c. the monies received under the offer shall be used only for the purposes and objects indicated in the private placement offer cum application letter ;

I am authorized by the Board of Directors of the Company vide resolution number 78.14 dated 28-01-2020 to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been complied with. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the promoters subscribing to the Memorandum of Association and Articles of Association

It is further declared and verified that all the required attachments have been completely, correctly and legibly attached to this form.

For ONGC Mangalore Petrochemicals Limited


Authorized Signatory

Date: March 3, 2020

Place: Mangaluru

Attachments:

- A. Copy of board resolution dated 28.01.2020
- B. Copy of shareholders resolution dated 08.02.2020





(भारत सरकार का एक उद्यम)
(A Government of India Enterprise)

ओ एन जी सी मंगलूर पेट्रोकेमिकल्स लिमिटेड

(मंगलूर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड की सहायक कंपनी)

ONGC Mangalore Petrochemicals Ltd.

(A Subsidiary of Mangalore Refinery & Petrochemicals Ltd.)

एमएसईजेड पेमुदे, मंगलूर - ५७४ ५०९ MSEZ, Permude, Mangaluru - 574 509.

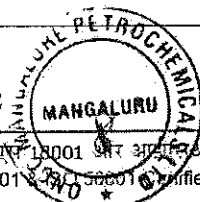
CIN : U40107KA2006GOI041258 दूरभाष Direct Line: 0824-2872000, फैक्स Fax: 0824-2872005. Website: www.ompl.co.in

Contact Person: Shri. Surendra Nayak; E-Mail: surendra@omplindia.com

PRICING SUPPLEMENT TO BE READ IN CONJUNCTION WITH PRIVATE PLACEMENT OFFER LETTER
<p>PRICING AND OTHER TERMS AND CONDITIONS SUPPLEMENTAL TO PRIVATE PLACEMENT OFFER LETTER DATED March 03, 2020 ("OFFER LETTER") FOR ISSUE OF UNLISTED, RATED, UNSECURED, FULLY PAID-UP, NON-REDEEMABLE, DEMATERIALIZED COMPULSORILY CONVERTIBLE DEBENTURES ("DEBENTURES") OF FACE VALUE INR 1,00,00,000 (RUPEES ONE CRORE ONLY) EACH, AGGREGATING TO Rs. 1000,00,00,000 (RUPEES ONE THOUSAND CRORE ONLY) (THE "ISSUE") TO BE ISSUED ON PRIVATE PLACEMENT BASIS ("PRICING SUPPLEMENT").</p> <p>This Pricing Supplement is to be read in conjunction with the Offer Letter. Specific terms contained in this Pricing Supplement will prevail over general terms contained in the Offer Letter. In the event of inconsistency between the Offer Letter and this Pricing Supplement, the contents of this Pricing Supplement shall prevail over the contents of the Offer Letter in the context of the Issue. All capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Offer Letter read with the debenture trust deed dated February 28, 2020 between the Company and the Debenture Trustee as amended from time to time ("Debenture Trust Deed").</p>
GENERAL RISKS
<p>Potential investors are advised to read the Offer Letter carefully before taking an investment decision in this Issue. For taking an investment decision, investors must rely on their own examination of the Company and the Issue, including the risks involved.</p>
NOTE
<p>This Pricing Supplement is neither a prospectus nor a statement in lieu of a prospectus. This Pricing Supplement is only intended for restricted distribution to recipients directly and specifically addressed through a communication by the Company, for their information and use in connection with a private placement, and should not be construed to be an offer, invitation or solicitation to the public or to any persons ineligible to participate in the Issue, for subscription to the Debentures or any other securities of the Company, under any law for the time being in force.</p>

(A) Summary Terms of Offer / Pricing Termsheet

Security Name	Unlisted, Unsecured, Rated, Fully Paid-up, Non-Redeemable Dematerialised Compulsorily Convertible Debentures of face value Rs. 1,00,00,000 (Rupees One Crore Only) each of ONGC Mangalore Petrochemicals Limited
Issuer / Company	ONGC Mangalore Petrochemicals Limited
Type of Instrument	Unlisted, Unsecured, Rated, Fully Paid-up, Non-Redeemable Dematerialised Compulsorily Convertible Debentures
Nature of Instrument	Compulsorily Convertible Debentures
Mode of Issue	Private Placement
Debenture Trustee	SBICAP Trustee Company Limited
Issue Size	Rs. 1000,00,00,000 (Rupees one thousand crore only)
Issue Price	At par
Face Value	Rs. 1,00,00,000 (Rupees One Crore Only) per Debenture
Tenor	36 (thirty six) calendar months commencing from the Deemed Date of Allotment



Coupon Rate for Series II Debentures	8.50% p.a. to be paid quarterly (Fixed coupon type)
Issue Timing 1. Pay-in Date 2. Deemed Date of Allotment	1. March 05, 2020 2. March 05, 2020
Use of Proceeds, Security & Other Terms and Conditions	As mentioned in the Offer Letter, read with the Debenture Trust Deed.
Bank account and RTGS details of the Company	Bank account number: 920020015653236 Name and address of the bank: Axis Bank Limited, Mangalore, Essel Tower, Ground Floor, Bunts Hostel Circle, Mangaluru 575003 IFSC number: UTIB0000077

(B) MATERIAL CHANGES TO THE INFORMATION PROVIDED IN THE OFFER LETTER

There is no material change in disclosures contained in the Offer Letter.

FOR AND ON BEHALF OF ONGC MANGALORE PETROCHEMICALS LIMITED

Venkatiah
AUTHORISED SIGNATORY

Place: Mangaluru

Date: March 03, 2020

