

## **TERMS & CONDITONS OF NON-COVERTIBLE DEBENTURES**

<b>TERMS &amp; CONDITIONS OF NCD</b>	
Security Name	Secured Redeemable Non-Convertible Debenture ("NCD") Omkara PS 06/2021-22 Trust
Issuer	Omkara Assets Reconstruction Private Limited
Amount to be raised	INR 44 Crore
Eligible Investors	<p>The following categories of investors, when specifically approached, are eligible to apply for this private placement of Debentures:</p> <ul style="list-style-type: none"> <li>• Resident Individuals,</li> <li>• Hindu Undivided Family,</li> <li>• Trust,</li> <li>• Limited Liability Partnerships, Partnership Firm(s),</li> <li>• Portfolio Managers and Foreign Institutional Investors (FII) registered with SEBI,</li> <li>• Association of Persons,</li> <li>• Companies and Bodies Corporate including Public Sector Undertakings.</li> <li>• Commercial Banks, Regional Rural Banks, Financial Institutions,</li> <li>• Insurance Companies,</li> <li>• Mutual Funds/ Alternative Investment Fund (AIF),</li> <li>• Foreign Portfolio Investor(s) (FPI) and any other investor eligible to invest in these Debentures</li> </ul>
Face Value	INR 10,00,000/- Per Debenture
No. of Debentures	440
Issue Date	26-08-2021
Redemption Date	02-04-2025
Tenure	The tenure of the NCDs will be from Deemed Date of Allotment till 02-04-2025
Coupon (XIRR)	16.00% XIRR
Payment of Interest	<p>On premature redemption or quarterly basis whichever is earlier.</p> <p>The issuer shall ensure that at least an amount equivalent to quarterly interest is paid to all the investors either in form of pre-mature redemption or interest as the case may be.</p>



Security	<ul style="list-style-type: none"> <li>• Pledge of Security Receipts (SR'(s)) held by Omkara in OMKARA PS 06/2021-22 Trust namely IndusInd Bank Limited (“<b>Financial Institution</b>”) or such other SRs as may be agreed by all the debenture holders</li> <li>• All management fees and any recovery incentive invoiced by the Company to Financial Institution pertaining to the aforementioned Security Receipts shall be received in an Escrow Account</li> </ul>
Number of SR pledged	<p>The Face Value per SR is INR 1,000.</p> <p>The number of SR pledged are as follows:</p> <ul style="list-style-type: none"> <li>• Omkara PS 06/2021-22 Trust – 5,98,467</li> </ul>
Security Cover	The SR pledged provides a security cover of minimum of 1.35x of the amount of issuance of NCD at time of issuance of NCDs and shall not fall below 1x of Debenture Outstanding at all times till final redemption of NCDs
Pre-payment	All recovery and fees received shall be utilized for prepayment. However quarterly interest shall be serviced irrespective of receipt of any recovery and fees
Pre-payment penalty	No pre-payment penalty shall be charged for any amount prepaid towards servicing the NCD
Release of pledged SR	For every recovery made from the trust, SR worth the same amount as per Net Asset Value (“NAV”) last declared will be released
Escrow Account	<p>An escrow account in the name of Omkara will be maintained as stated:</p> <ul style="list-style-type: none"> <li>• The Management fees and any recovery incentive invoiced by Omkara to Financial Institution and pertaining to the above mentioned trust shall be received in the escrow account.</li> <li>• In addition, any recovery done under the trust will also be deposited in the escrow account</li> <li>• All amounts so collected shall be utilized by the Escrow Agent to pay to the NCD holders in proportion to the NCDs held</li> <li>• All amounts collected towards the escrow account shall be intimated to the Debenture Trustee by the Escrow Agent.</li> <li>• Further, the Debenture Trustee shall intimate to the Escrow Agent the amounts to be paid to each debenture holder with bifurcation of such amount towards the Principal &amp; Interest</li> </ul>



Invoice & Fees	The Invoice to be raised towards any fees viz. Management Fees and Recovery Incentive Fees to be received directly from Financial Institution as per the Trust Deed dated 25 <sup>th</sup> June, 2021 executed with both the parties
Redemption premium	The NCD will be redeemed at a premium so as to give a return of 16% XIRR to NCD holders
Repayment schedule	<ul style="list-style-type: none"> <li>Domestic Investors: Any payments done through recovery prior to expiry of the quarter shall first allocated towards interest payable till that date and balance if any towards principal amount.</li> <li>Foreign Investors: Any payments required to be made to FPI shall be made on quarterly basis unless amount payable is Rs. 1,00,00,000 (Rupees One Crore). For clarity if the recovery amount entitlement for foreign investors is less than Rs. 1,00,00,000 (Rupees One Crore) in a quarter, minimum quarterly interest will be paid. However, if the recovery amount entitlement for foreign investors is Rs. 1,00,00,000 (Rupees One Crore) or more in a quarter than such amount shall be payable to foreign Investors.</li> </ul>
Put Option	NCD Holders will have a right to call upon the Company to redeem the NCDs anytime after August 30, 2024. In such case, the Company shall be liable to pay all debenture outstanding till date of payment within a period of seven (7) days from exercise of such Put Option by NCD Holder/s
Option to Buy	Omkara shall have the option to buy the entire outstanding payable, if any to debenture holders at any time till the Redemption Date by giving a notice of not less than fifteen (15) days to the denture holders
Recovery Schedule of the Accounts	<p>The indicative recovery rate is a percentage of the outstanding NAV that shall be recovered towards the portfolio of accounts held by Financial Institution:</p> <ul style="list-style-type: none"> <li>The indicative recovery for 1<sup>st</sup> year is set at 50%, for 2<sup>nd</sup> Years is set at 75% and for 3<sup>rd</sup> year is set as 90% of the entire value of accounts.</li> <li>Further, any change in the indicative recovery pattern may affect the cash flows illustrated ahead in Annexure A.</li> <li>However, all the NCD's shall be redeemed on or before the expiry of 3<sup>rd</sup> year.</li> </ul>
Governing Law & Jurisdiction	The Debentures offered are subject to provisions of the Companies Act, 2013 read with Companies (Share Capital and Debentures) Rules, 2014, Companies (Prospectus and Allotment of Securities) Rules, 2014 as may be applicable, Securities Contract Regulation Act, 1956, , Securities and Exchange Board of India (Depositories and Participant) Regulations, 2018; the Securitization and Reconstruction of Financial Assets and Enforcement



	<p>of Security Interest Act, 2002, the Foreign Exchange Management (Debt Instruments) Regulations, 2019, and Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019 as amended from time to time and related rules and regulations in terms of this Disclosure Document, pledge of SRs in dematerialized form and any other related matters arising out of subscription of the Debentures. Instructions contained in the Application Form and other terms and conditions as may be incorporated in the Trustee Agreement and the Trust Deed and such other laws as may be applicable, guidelines, notifications and regulations relating to the issue and allotment of securities issued from time to time by the Government of India, Reserve Bank of India (RBI), Securities and Exchange Board of India and, or any other authorities and other documents that may be executed in respect of these Debentures. The Debenture holders, by purchasing the Debentures, agree that the competent courts at Mumbai and New Delhi shall have exclusive jurisdiction with respect to matters relating to the Debentures.</p>
<p>Risk Factors associated with Debentures</p>	<p>The securities are created based on complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behavior of the securities selected for hedging may significantly differ from the returns predicted by the mathematical models.</p> <p>The principal amount is subject to the credit risk of the issuer whereby the investor/Debenture Holder may or may not recover all or part of the funds in case of default by the Issuer.</p>

Place: Mumbai

Date: 20/08/2021

Stamp



*Sujata Mukherjee*  
 Signature of authorised signatory  
 Name: Sujata Mukherjee

Designation: Company Secretary