

# SUMMARY TERM SHEET

Issuer	Vogo Automotive Private Limited
Issue Size	INR 20,50,00,000
Objects of the Issue	Purchase of vehicles for the business of the Company
Instrument	Non-Convertible Debentures (NCD)
Nature and status of Bonds	NA
Issuance Mode	Electronic
Convertibility	Non-Convertible
Trading Mode	NA
Credit Rating	NA
Face Value	INR 1,00,000/- (Rupees One Lakh only) per NCD
Premium/ Discount on Issue	Nil
Issue Price	INR 1,00,000/- (Rupees One Lakh only) per NCD
Premium/ Discount on redemption	NA 7% of the total principal amount of the Debentures
Maturity	31 <sup>st</sup> March, 2022
Redemption/ Maturity Date	31 March 2022
Lock-in-Period	NA
Minimum Application	INR 20,50,00,000/- (Rupees Twenty Crores Fifty Lakhs only)
Put Option	NA
Call Option	(i) The Company shall, upon expiry of Non-Call Period, have an option to redeem all outstanding Debentures (and not part thereof), subject to the payment of a prepayment penalty at the rate of 2% (two percent) of face value of the Debentures outstanding, along with the Discounted Redemption Premium and all



	<p>Debt Outstanding Amounts ("Call Option"), in accordance with the following provisions:</p> <p>A. The Call Option shall be exercised by the Company by issuance of a 30 (thirty) days' prior notice in writing to the Debenture Holders and the Debenture Trustee ("Call Option Notice").</p> <p>B. The Call Option shall be exercised by the Company with respect to entire Debentures and not part thereof.</p> <p>C. The Company shall prepay the entire face value of the Debentures along with the Discounted Redemption Premium and all other Debt Outstanding Amounts on the 31<sup>st</sup> day from the Call Option Notice.</p>
Call Option Price	NA
Call Notification Time	NA
Coupon Rate	14.5%
Step Up/ Step Down Coupon Rate	NA
Coupon Payment Frequency	Interest is payable monthly on outstanding amounts.
Coupon / Interest Payment Date	<p>Interest payment dates are:</p> <p>30-Apr-19, 31-May-19, 30-Jun-19, 31-Jul-19, 31-Aug-19, 30-Sep-19, 31-Oct-19, 30-Nov-19, 31-Dec-19, 31-Jan-20, 29-Feb-20, 31-Mar-20, 30-Apr-20, 31-May-20, 30-Jun-20, 31-Jul-20, 31-Aug-20, 30-Sep-20, 31-Oct-20, 30-Nov-20, 31-Dec-20, 31-Jan-21, 28-Feb-21, 31-Mar-21, 30-Apr-21, 31-May-21, 30-Jun-21, 31-Jul-21, 31-Aug-21, 30-Sep-21, 31-Oct-21, 30-Nov-21, 31-Dec-21, 31-Jan-22, 28-Feb-22 and 31-Mar-22</p>
Coupon Type	Simple
Coupon Reset Process (including rates, spread, effective date, interest rate cap and	NA



floor etc)	
Default Interest Rate	14.5%
Day Count Basis	Any interest, commission, yield or fee accruing under a Financing Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.
Interest on Application Money	14.5%
Listing	Unlisted
Trustees	Vistra ITCL (India) Limited
Depository	NSDL
Registrars	Link Intime India Private Limited
Settlement	The Company shall settle in trust with the Debenture Trustee a sum of INR 5,000/-
Business Day Convention	Business day shall be any day apart from Saturday and Sunday, on which banks are open for general banking purpose
Record Date	NA
Payment Mode	Electronic means
Eligible Investors	NA
Non-Eligible classes of Investors	NA
Transaction Documents	Term Sheet
Conditions precedent to subscription of Bonds	<ol style="list-style-type: none"> <li>1. Holding Board Meeting and General Meeting for issue of Debentures</li> <li>2. Providing offer letter PAS-4</li> </ol>
Conditions subsequent to subscription of Bonds	<ol style="list-style-type: none"> <li>1. Holding a Board Meeting for allotment of shares</li> <li>2. Filing of form PAS-3 for reporting of allotment of shares</li> </ol>





Cross Default	NA
Role and Responsibilities of Trustees	<p>The Debenture Trustee has been appointed for the purposes set out hereinbelow and the Debenture Trustee is authorised to and hereby agrees, that it shall, for the benefit of the Debenture Holders:</p> <ul style="list-style-type: none"> <li>(a) accept, manage and administer the Security Interest and perform all such acts, deeds and things which the Debenture Trustee may, from time to time, deem necessary or appropriate for or incidental to the management and administration of the rights and Security Interest from time to time vested in it as the Debenture Trustee, under, pursuant to or in connection with the Financing Documents, all in accordance with the terms and conditions of this Deed and the other Financing Documents;</li> <li>(b) execute and deliver such Financing Documents as are required to be executed by the Debenture Trustee, to keep in its custody documents, deeds and writings in relation to the properties and /or assets secured in favour of the Debenture Trustee, and do any other act necessary for creation and perfection of the Security Interest under the Financing Documents;</li> <li>(c) take all relevant actions (or refrain from taking any, as the case may be) to preserve the rights and Security Interests constituted under the Financing Documents as and where necessary to do so and refrain from any acts and avoid any omissions which might prejudice the value or the validity or the enforceability of the rights and Security Interests constituted under the Financing Documents, all in accordance with the terms and conditions of this Deed and the other Financing Documents;</li> <li>(d) enforce and foreclose the rights and Security Interest constituted by the Financing Documents and perform all such acts, deeds and things which the Debenture Trustee may, from time to time, deem necessary or appropriate for or incidental to such enforcement and foreclosure of the rights and Security Interest constituted by the Financing Documents, all in accordance with the terms and conditions of this Deed and the other Financing Documents;</li> <li>(e) take whatever action or exercise any rights or remedies that shall be required to be taken or executed by the Debenture Trustee by the terms and provisions of this Deed and/or the other Financing Documents and exercise its rights and perform its duties and obligations under each of the said documents;</li> <li>(f) subject to the terms and provisions of this Deed and the other</li> </ul>



	<p>Financing Documents, take such other action in connection with the foregoing as the Debenture Holders may, from time to time, direct;</p> <p>(g) keep in its custody and hold all the original Financing Documents for the benefit of the Debenture Holders; and</p> <p>(h) ensure that any certificates and reports that are to be issued by the Company, as required herein, are issued on a timely manner, and the circulated to the Debenture Holders from time to time, as well as forthwith upon demand by the Debenture Holders.</p>
Governing Law and Jurisdiction	The terms shall be governed by Indian Laws
Additional Covenants	<p>The Company shall permit officers and representatives of the Debenture Holders and the Debenture Trustee to carry out technical, legal or financial inspections and to visit and inspect during normal business hours with prior notice</p> <p>The Company shall keep such adequate accounting and control systems, management information systems, books of account, and other records</p>
Applicable RBI Guidelines	NA
Prohibition on Purchase/ Funding of Bonds	Na
Issue Opening Date	3 <sup>rd</sup> May, 2019
Issue Closing Date	1 <sup>st</sup> June, 2019
Pay In Dates	4 <sup>th</sup> April, 2019
Deemed Date of Allotment	4 <sup>th</sup> April, 2019

