ZETWERK

CORPORATE ACTION INFORMATION FORM

(For Debt instruments - Allotment)

Ref. No. : 2019-20/001

Date : 5- Nov-2019

To,
Vice President
National Securities Depository Limited
Trade World, A Wing
Kamala Mills Compound, Lower Parel
Mumbai – 400013.

We wish to execute corporate action to **credit** the following securities to the accounts in NSDL. The details of the securities allotted are given below:

ISIN	INE09PO07024
Security Description	Secured Debentures
Allotment Date	25/10/2019
Face Value per security	Rs.500000
Distinctive Numbers	Blacksoil Capital Private Limited : 0191-0370 Blacksoil Asset Management Private Limited: 0371-0390
Whether this issue is placed through Electronic Book Provider (EBP) Mechanism	(~~Yes~~/No)
If through EBP, name of Electronic Book Provider	Not applicable
Funds Settlement (Tick any one as applicable)	☐ Through Clearing corporation ☑ Through Issuer's Escrow Bank
If through Clearing Corporation, name of clearing corporation	Not applicable

Allotment Details	*No. of records*	*No. of Securities (Quantity)*
Electronic Form – NSDL	2	200
Electronic Form – CDSL		
Physical Form		
Total Allotted	2	200

I, Amrit Pratik Acharya, Director of Zetwerk Manufacturing Businesses Private Limited declare that:

The issuer has obtained all the necessary approvals for the aforesaid issue of securities and is in compliance with all the applicable rules and regulations. The allotment is in terms of Board Resolution dated 25th October 2019

Signature

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

Zetwerk Manufacturing Businesses Private Limited
CIN: U74999KA2017PTC128777 | **Mail:** info@zetwerk.com | **Web:** www.zetwerk.com
Registered Office: No 461, Oriental Towers, 1st Floor, 17th Cross, Sector 4, HSR Layout, Bangalore - 560102

ZETWERK

Annexure A

Date: 05/11/2019

To,
The Managing Director,
National Securities Depository Limited.
Trade World, 4th floor,
Kamala Mills Compound,
Senapati Bapat Marg,
Lower Parel,
Mumbai - 400 013

Dear Sir,

We intend to issue securities under existing ISIN as per details given below. We hereby declare that there is no modification in terms or structure of the issue viz. change in terms of payment, change in interest pay-out frequency etc. and are pari passu with the bonds / debentures under the following ISIN wherein the new securities being issued.

Details of current issue:

ISIN	INE09PO07024
Date of Allotment *(in DD-MM-YYYY)*	25/10/2019
Date of Maturity *(in DD-MM-YYYY)*	30/04/2021
Allotment Quantity	200
Issue Price (in Rs.)	500000
Face Value (in Rs.)	500000
Issue Size (in Rs. Crs.)	10
Certificate Nos./~~Distinctive Nos. (From – To)~~	Blacksoil Capital Private Limited: D003 Blacksoil Asset Management Private Limited: D004

Issuance history under the aforesaid ISIN *(including current issue)*:

Sr. No.	Date of Allotment	Allotment Quantity	Cumulative Quantity	Issue Price (in Rs.)	Issue Size (in Rs. Crs.)	Cumulative Issue Size (in Rs. Crs.)
1.	25-10-2019	200	200	500000	10	10

For Zetwerk Manufacturing Businesses Private Limited

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

Name: AMRIT PRATIK ACHARYA
Designation: DIRECTOR

ZETWERK

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS (THE "BOARD") OF ZETWERK MANUFACTURING BUSINESSES PRIVATE LIMITED (THE "COMPANY") HELD AT THE REGISTERED OFFICE AT NO. 461 ORIENTAL TOWERS, 17TH CROSS, 4TH SECTOR, 1ST FLOOR, HSR LAYOUT, BANGALORE 560102 KARNATAKA, INDIA ON FRIDAY, 25TH OCTOBER, 2019 FROM 11.00 AM TO 11.30 AM:

- **ALLOTMENT OF SECURITIES PURSUANT TO PRIVATE PLACEMENT UNDER THE COMPANIES ACT, 2013:**

The Chairman informed the Board that the Company was in need of funds to meet its working capital requirements and other general corporate purposes and the promoters had approached Blacksoil Capital Private Limited and Blacksoil Asset Management Private Limited to invest in the Company.

It was noted that at the Board Meeting held on 16th October, 2019, the Board had approved to issue 200 (Two Hundred) secured, redeemable, unlisted, unrated non-convertible debentures ("**Debentures**") of a face value of INR 5,00,000 (Rupees Five Lakh Only) each, of the aggregate nominal value of INR 10,00,00,000 (Rupees Ten Crores Only) through Private Placement, with such terms and conditions as set out in the debenture trust and hypothecation deed executed on 23rd October, 2019 to Blacksoil Capital Private Limited and Blacksoil Asset Management Private Limited and circulated Private Placement offer Letter cum Application form.

The Board noted that the Company has received Rs.10,00,00,000/- (Indian Rupees Ten Crores Only) in respect of 200 (Two Hundred) secured, redeemable, unlisted, unrated non-convertible debentures ("**Debentures**") subscribed by Blacksoil Capital Private Limited and Blacksoil Asset Management Private Limited. A copy of the Bank Account statement was placed before the Board confirming the receipt of the amount and same was taken on record. Accordingly, it was decided to allot the Debentures to the Blacksoil Capital Private Limited and Blacksoil Asset Management Private Limited by passing following resolutions:

"**RESOLVED THAT** pursuant to the provisions of Section 42, 71, 179(3)(c) of the Companies Act, 2013 and other applicable provisions if any, of the Companies Act, 2013 and the rules made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) and pursuant to Debenture Subscription Agreement (DSA) dated 23rd October, 2019 entered between the company and Blacksoil Capital Private Limited and Blacksoil Asset Management Private Limited, 200 (Two Hundred) secured, redeemable, unlisted, unrated non-convertible debentures ("**Debentures**") of a face value of INR 5,00,000 (Rupees Five Lakh Only) each, of the aggregate nominal value of INR 10,00,00,000 (Rupees Ten Crores Only), be allotted as under:

Name of the Allottee(s)	Number of Debentures	Distinctive Numbers	Debenture Certificate Number
Blacksoil Capital Private Limited	180	0191 - 0370	D003
Blacksoil Asset Management Private Limited	20	0371 - 0390	D004
Total	**200**		

"**RESOLVED FURTHER THAT** the Debenture Certificates in the format approved, bearing the above said numbers be issued to the Debenture holder, duly signed by Mr. Amrit Pratik Acharya and Mr. Srinath Ramakkrushnan, Directors and countersigned by Mr. Ankit Fatehpuria, Authorized Signatory of the Company."

"**RESOLVED FURTHER THAT** anyone of the Directors, be and are hereby severally authorized to execute and deliver on behalf of the Company all deeds, documents, declarations, undertakings and other writings and to do all such other acts, deeds and things as may be required with regard to the debenture issue."

//Certified True Copy//

For Zetwerk Manufacturing Businesses Private limited

Amrit Pratik Acharya
Director (DIN: 08132431)

ZETWERK MANUFAC... BUSINESSES PVT. LTD. ★

FORM NO. PAS-3

Return of Allotment

[Pursuant to section 39(4) and 42 (9) of the CompaniesAct, 2013 and rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014]

सत्यमेव जयते

Form language (●) English ( ) Hindi

Refer the instruction kit for filing the form.

1.(a) *Corporate Identity Number (CIN) of company: U74999KA2017PTC128777 [Pre-fill]

(b) Global Location Number (GLN) of Company:

2.(a) Name of the company: ZETWERK MANUFACTURING BUSINESSES PRIVATE LIMITED

(b) Address of the Registered office of the company:
No. 461 Oriental Towers, 17th Cross, 4th Sector,
1st Floor, HSR Layout,
Bangalore
Bangalore
Karnataka
560102

(c) *Email ID of the company: rsrinath@zetwerk.in

3. Securities allotted payable in cash

*Number of allotments: 1

1 (i)* Date of allotment: 25/10/2019 (DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution: (DD/MM/YYYY)

(b) SRN of Form No. MGT-14:

Particulars	☐ Preference shares	☐ Equity shares without Differential rights	☐ Equity Shares with differential rights	☒ Debentures
Brief particulars of terms and conditions				In accordance with terms of issue annexed
Number of securities allotted				200
Nominal amount per security (in Rs.)				500000.00
Total nominal amount (in Rs.)				100,000,000
Amount paid per security on application (excluding premium) (in Rs.)				500000.00
Total amount paid on application (excluding premium) (in Rs.)				100,000,000
Amount due and payable on allotment per security (excluding premium) (in Rs.)				0.00
Total Amount payable on allotment (excluding premium) (in Rs.)				0.00
Premium amount per security due and payable (if any) (in Rs.)				0.00
Total premium amount due and payable (if any) (in Rs.)				0.00
Premium amount paid per security (if any)				0.00
Total premium amount paid (if any) (in Rs.)				0.00
Amount of discount per security (if any) (in Rs.)				0.00
Total discount amount (if any) (in Rs.)				0.00
Amount to be paid on calls per security (if any) (excluding premium) (in Rs.)				0.00
Total amount to be paid on calls (if any) (excluding premium) (in Rs.)				0.00

4. Securities allotted for consideration other than cash

* Number of allotments

(i)* Date of allotment (DD/MM/YYYY)

(ii)(a) Date of passing shareholders' resolution (DD/MM/YYYY)

(b) SRN of Form No. MGT-14

Particulars	Preference shares	Equity shares without Differential rights	Equity Shares with differential rights	Debentures
Number of securities allotted				
Nominal amount per security (in Rs.)				
Total nominal amount (in Rs.)				
Amount to be treated as paid up on each security (in Rs.)				
Premium amount per security (if any) (in Rs.)				
Total premium amount (if any) (in Rs.)				
Amount of discount per security (if any) (in Rs.)				
Total discount amount (if any) (in Rs.)				

(iv)* Details of consideration

Consideration for which such securities have been allotted	Description of the consideration	Value (amount in Rs.)
(a) Property and assets acquired		
(b) Goodwill		
(c) Services (give nature of services)		
(d) Conversion of Debentures		
(e) Conversion of Loans		
(f) Other items (to be specified)		

(v)* Whether an agreement or contract is executed in writing for allotting securities for consideration other than cash
(if yes, attach a copy of such agreement or contract). ◯ Yes ◯ No

(vi) Whether valuation report of the Valuated person has been obtained.

◯ Yes ◯ No

5. Bonus shares issued

(a) Date of allotment (DD/MM/YYYY)

(b) Number of bonus shares

(c) Nominal amount per share (in Rs.)

(d) Amount to be treated as paid up per share (in Rs.)

(e) * Date of passing shareholders' resolution (DD/MM/YYYY)

(f) * SRN of Form No MGT-14

6. In respect of private placement

(a) Category to whom allotment is made:

- ☐ Existing shareholders
- ☐ Employee
- ☐ Directors
- ☐ Qualified Institutional Buyers
- ☒ Others

(b) Declaration that in respect of preferential allotment or private placement the company has:

- ☒ allotted securities to less than two hundred persons in aggregate in a financial year excluding exempted categories;
- ☒ offered such securities through private placement offer letter and no prospectus or any other public advertisement has been issued for the same;
- ☒ completed allotment in respect of earlier private placement offers;
- ☒ received money payable on subscription of such securities through cheque or demand draft or other banking channels but not in cash;
- ☒ made such offers only to the persons whose names were recorded by the company prior to such invitation and such persons have received such offer by name;
- ☒ Maintained a complete record of such offers and acceptances in Form No. PAS-5.

7.* Capital structure of the company after taking into consideration the above allotment(s) of shares:

Particulars	Authorized capital of the company	Issued capital of the company	Subscribed capital	Paid up capital
Number of equity shares	117,000	100,062	100,062	100,062
Nominal amount per equity share	1	1	1	1
Total amount of equity shares	117,000.00	100,062.00	100,062.00	100,062.00
Number of preference shares	125,000	113,051	113,051	113,051
Nominal value per preference share	10	10	10	10
Total amount of preference shares	1,250,000.00	1,130,510.00	1,130,510.00	1,130,510.00
Unclassified shares				
Total amount of unclassified shares (in Rs.)				
Total	1,367,000.00	1,230,572.00	1,230,572.00	1,230,572.00

8.* Debt Structure of the company after taking into consideration the above allotment(s) of debentures/ other security:

Particulars	Total number of securities	Nominal value per unit of security	Total amount
Debentures	390	1000000/500000	290,000,000
Secured loans			282,000,000
Others, specify	0	0	0

9.*Whether complete list of allottees has been enclosed as an attachment. (●) Yes ( ) No

In case No, then submit the details of all the allottees in a CD separately.

Attachments

List of attachments

1.* List of allottees. Attach separate list for each allotment (refer instruction kit for format).If not attached, then it shall be submitted separately in a CD. Attach

2.*Copy of Board or shareholders' resolution. Attach

Zetwerk_List of Allottes.pdf
Zetwerk_BM Extract_Allotment of shares.pdf
Zetwerk_FORM PAS5.pdf

6. Complete record of private placement offers and acceptences in Form PAS-5. Attach

Remove attachment

7. Optional attachment(s), if any. Attach

Declaration

I am authorized by the Board of Directors of the Company vide resolution no * 05 dated * 25/10/2019 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:

1. All the required attachments have been completely, correctly and legibly attached to this form.
2. The list of allottees is correct and complete as per records of the company.
3. Where the securities are issued other than cash, the contract as well as list of allottees and any other contract of sale, or a contract for services or other consideration in respect of which that allotment is made is attached herewith. If not, then an attachment has been attached by the company mentioning all the particulars of the contract in writing.

*** To be digitally signed by**

AMRIT PRATIK ACHARYA

* Designation Director

* Director identification number of the director; or DIN or PAN of the manager or CEO or CFO; or Membership number of the Company Secretary 08132431

Certificate by practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that;

i. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
ii. All the required attachments have been completely and legibly attached to this form.

*** To be digitally signed by**

* ○ Chartered accountant (in whole-time practice) or ○ Cost accountant (in whole-time practice) or ○ Company secretary (in whole-time practice)

* Whether associate or fellow ○ Associate ○ Fellow

* Membership number

* Certificate of practice number

Note: Attention is also drawn to provisions of Section 448 of the Act which provide for punishment for false statement and certification.

Modify | Check Form | Prescrutiny | Submit

This eForm has been taken on file maintained by the registrar of companies through electronic mode and on the basis of statement of correctness given by the filing company.

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

MINISTRY OF CORPORATE AFFAIRS
RECEIPT
G.A.R.7

SRN : R08246464 **Service Request Date :** 25/10/2019

Payment made into : ICICI Bank

Received From :

Name : VIVEK HEGDE

Address : No.86, 1st Floor, 2nd Main
Samvruddhi Enclave Kumaraswamy Layout 2nd Stage
Bangalore, Karnataka
India - 560061

Entity on whose behalf money is paid

CIN: U74999KA2017PTC128777

Name : ZETWERK MANUFACTURING BUSINESSES PRIVATE LIMITED

Address : No. 461 Oriental Towers, 17th Cross, 4th Sector,
1st Floor, HSR Layout,
Bangalore, Karnataka
India - 560102

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form PAS-3	Normal	400.00
	Total	400.00

Mode of Payment: Credit Card- ICICI Bank

Received Payment Rupees: Four Hundred Only

Note –The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices offices and Fees) Rules, 2014)

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

RBL BANK

PAYMENT ADVICE

Date :	07/11/2019
Amount :	***1,180.00***
UTR No :	RATNN19311090143
Beneficiary Name :	NSDL
Product :	NEFT
Customer Reference No :	

THIS IS SYSTEM GENERATED ADVICE, HENCE SIGNATURE NOT REQUIRED.

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

July 01, 2019 No. BCPL 14/FY 19-20

(Terms of NCDs)

Terms	Final Terms
Issuer	Zetwerk Manufacturing Businesses Private Limited
Instrument	Secured Non-Convertible Debentures (NCDs) of face value INR 5 Lakh to be issued in dematerialized form
Anchor Investor	Blacksoil Capital Private Limited
Transaction Administrator	Blacksoil Asset Management Private Limited
Investment Amount	INR 10 Crores (Rupees Ten Crores) in one tranche
Minimum Subscription	Anchor Investor shall subscribe and hold minimum 20% of the total issued NCDs till the final redemption
Investment Tenor	18 months from allotment date of disbursement
Moratorium	9 months
Interest Rate	• 14.00 % p.a. (payable monthly) on the outstanding investment amount, derived as MCLR + Spread of 2.00% • MCLR is the floating benchmark lending rate of the Anchor Investor determined by it in its sole discretion and is subject to quarterly reset at its sole discretion, subject to a cap and floor of 100 bps. MCLR currently is 12.00%. • Issuer specifically waives notice of variation of MCLR. Any change in the MCLR of the Anchor Investor shall be deemed to be sufficient notice to the Issuer of the variation in MCLR. Provided however, the specific date on which MCLR will be reset shall be communicated to the Issuer 7 working days prior to the reset date. • Transaction Administrator may with intimation to the Issuer vary the Spread on account of deterioration in credit quality/ rating of the Issuer or otherwise as assessed by Transaction Administrator from time to time.
Use of Proceeds	Business Expansion and Working Capital
Debenture Redemption	Debentures shall be redeemed in 11.11% of the face value principal installments from the 10th to the 17th month and 11.12% in the 18th month
Call Option (Ex. GST)	a) Call option cannot be exercised in the first 12 months of allotment b) Issuer can exercise call option post 12 months but before the end of the 18th month from date of allotment without any prepayment charges; c) Minimum amount for exercise of Call option is INR 100 Lakhs d) Notice period of 15 days for exercise of Call option
Transaction Cost	• All transaction costs, is to be borne by the Issuer including, but not limited to, NCD issue costs, Security Creation cost, initial and annual debenture trustee cost • Applicable legal cost for drafting & finalization of documents • Applicable Stamp duty & Registration cost will be payable by Issuer over & above
Security	a) Pari Passu charge on all existing & future fixed and current assets of the Issuer, including but not limited to inventory, receivables, rental deposits, Brand and IP b) Minimum Security Cover of 1.5x to be maintained at all times of the Investment (Security Cover to be defined as value of [all tangible fixed assets including investment in subsidiaries (if any) + receivables (not greater than 90 days) + inventory (if any) + unencumbered Cash & cash equivalents]divided by outstanding loan amount) c) Post-dated cheques from the Issuer d) Demand promissory notes from the Issuer e) Undertaking for Non Disposal of shares f) Personal Guarantee of the Promoters

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

Financial Covenants	• Covenants to be tested on Trailing 3 months basis
	  ○ Issuer shall maintain minimum average monthly net sales (based on last 3 months) run rate of INR 10 Crore
	  ○ Gross Margin to be maintained at minimum 3%
	  ○ Order Book to be maintained at more than 50 crores
	  ○ Debtors over 180 days at any given point shouldn't be equal to or exceeds over 5% of total debtors
	  ○ Maximum EBIDTA Burn of the company shall not be more than INR 1.25 crores. EBITDA burn amount shall be revised based on mutual discussion post next round of equity funding
	• The Issuer needs to maintain 3 (Three) months unencumbered liquidity based on last 3 months average cash burn [Cash burn would be defined as EBITDA+ plus Debt servicing which shall include debt repayments + interest expense.] [Liquidity can be maintained in either cash in bank, DSRA deposit with Transaction Administrator or any other liquid instrument]
	• The Issuer to maintain Net worth of INR 45 Crore during the tenure of the facility
	• Debt to equity ratio should not exceed 1x (inclusive of Blacksoil Debt), post which written consent will be required from the Debenture Trustee for availing further debt
	
	The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such other covenants, as it may deem fit

Debenture Trustee	• Will be appointed as mutually decided by the Anchor Investor and Issuer
Escrow Mechanism	Post event of default due to breach in any of the terms of Financial covenants and/ or Material default, Escrow mechanism to be set up in the company, where all receivables in proportion to overall loan outstanding will be routed (minimum 3x of the next instalment amount) in the escrow account and it will be subject to Dues & DSRA recoup where 1X instalment of the next month will be blocked from 15th of the month till the end of the month
Penal Interest	4% p.m. higher than the applicable interest rate on outstanding balances
Defaults	• Material Default • Monitoring Obligation Default • Other Defaults
Cure Period for Material Defaults	Nil
Cure Period for Monitoring Obligation Defaults	15 days
Cure Period for Other Defaults	30 days
Validity	This term sheet is valid for 15 days from its Issue Date. Terms of this Term sheet will expire, if disbursement does not take place within 45 days of execution of term sheet

Please note that the above-mentioned terms are subject to modifications at the time of documentation stage. Terms related to representation & warranties and other general clauses will be covered in the transaction documents.

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

Accepted by Anchor Investor

Accepted by Issuer

General Terms

1. List of Documents to be executed:
    a. Debenture Trust and Hypothecation Deed;
    b. Transaction Administrator Agreement
    c. PoA for Hypothecation;
    d. Non Disposal Agreements
    e. Escrow Agreement
    f. Personal Guarantee of Promoter
    g. Any other undertakings, notes, letters, writings, agreements, deeds and documents as may be necessary and are customary to the nature of the Facility and as required by the Lender to its satisfaction in respect of the Facility

2. Condition Precedent for Initial Disbursement
    a. Appointment of Transaction Administrator
    b. Obtaining ISIN
    c. Offer letter for subscription
    d. Completion of satisfactory financial, legal and commercial due diligence
    e. Satisfactory CIBIL or any other credit information companies reports as mandated by RBI, MCA and other checks of Issuer as applicable
    f. Completion of 'Know Your Customer' requirements to the satisfaction of the Anchor Investor/Transaction Administrator;
    g. Requisite Board and Shareholder resolutions;
    h. Amend the articles of association and memorandum of association of the Issuer to remove any enforcement restrictions (if any);
    i. Net worth certificates of Issuer as on 31-03-2019;
    j. DSRA Deposit with Transaction Administrator;
    k. Demand Promissory Note;
    l. Payment of Upfront Fee;
    m. Post Dated Cheques (PDC) including principal, coupon and Transaction Administrator Fees;
    n. All transaction cost to be paid before the disbursement;
    o. Disbursement request letter before utilisation;
    p. Signed Monthly Business plan for next 12 months (On the letter head of the Issuer);
    q. At least 90 % of achievement of budget for May and June 2019;
    r. CA and Directors' certificates as specified under the definitive documents;
    s. NOCs from existing lenders (if any) for taking the Facility and creation of Security
    t. Creation of Security;
    u. CA certificate for compliance and payment of all Statutory Dues prior to disbursement
    v. Execution of all Transaction Documents
    w. Opening and Operationalization of Escrow Account
    x. The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such other Condition Precedent, as they may deem fit

3. Condition Subsequent
    a. Perfection of the security by filing of necessary charge with ROC within 30 days;
    b. CA certificate for end use certificate within 30 days from the date of disbursement and quarterly post that till the time all funds are not utilized (investment in FD/ liquid instruments will not be considered as utilization)
    c. The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such other Condition Subsequent, as they may deem fit

4. Information Obligations
    a. Monthly MIS, Key Balance Sheet line items and bank statements of all the bank accounts operational by the Issuer and group entities shall be submitted to the Anchor Investor/Transaction Administrator within 15 days of the end of the month;
    b. Submission of covenant satisfaction letter including calculations where required certified by the Management monthly and by a Chartered Accountant quarterly
    c. Board minutes extract for any borrowing related matter; KMP, Updated Business Plan
    d. A copy of audited financials of Issuer shall be submitted to the Anchor Investor/ Transaction Administrator within 3 months from the end of each financial year thereafter;
    e. CA certificate to be provided quarterly for compliance with all Statutory Dues

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

f. The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such other information obligation, as they may deem fit

5. Other Covenants
    a. The interest payable by the Issuer, shall be inclusive of Tax Deducted at Source under Income Tax Act ("TDS"):
    b. The Issuer shall directly pay TDS on a monthly basis, by electronic mode in the specified form, to the Income Tax Authorities, who will generate and provide challans to the Issuer and it is the obligation of the Issuer to submit the same to the Anchor Investor/Transaction Administrator within 10 days of the month end
    c. Consent required for the Issuer from the Anchor Investor/Transaction Administrator for any further borrowing from any other debt provider
    d. The Issuer cannot undertake guarantee obligations on behalf of any other entity without the prior written consent of the Anchor Investor/Transaction Administrator
    e. The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such other covenants, as it may deem fit.

6. Material Default
    a. Delay or non-repayment of principal & interest payment as per the repayment schedule;
    b. Failure to replenish the DSRA within 5 Business Days of utilisation of any amount from the DSRA;
    c. Financial Cross default
    d. Failure to maintain & operate Escrow
    e. Termination of Transaction Administrator

7. Monitoring Obligation Defaults
    a. Failure to provide Information Obligations
    If the Monitoring Obligations Default occurs, a 15 days' notice will be served to the Issuer to rectify the non-compliance. If the rectification is not done within 15 days from the date of notice, then 1% p.a. (on the Outstanding Due) will be charged additionally from the date of notice (Coupon will increase by 1%p.a.). If this continues for more than 3 months, then 3% p.a. will be charged from the date of notice (on the Outstanding Due) (Coupon will increase by 3% p.a.)

8. Other Default
    a. Non-Compliance & Non-Fulfilment of obligations;
    b. Termination of any KMP, including but not limited to CEO
    c. Misrepresentation or Breach of any Representation, Warranty or Covenant undertaking, or Failure to Perform, Fraud
    d. Non payment of statutory dues
    e. Dilution of promoter's stake on account of secondary sale
    f. Any event or circumstance, which could result in a Material Adverse Effect or any other default as stated in the documents (to be defined during deal documentation)
    g. Non-financial cross default leading to a MAE;
    h. Insolvency; & Insolvency Proceedings; Judgments and Creditor's process; Material litigation; Expropriation;
    i. Cessation of business; Change of control; Unlawfulness or change in law;
    j. Repudiation of transaction documents;
    k. Material Audit qualification;
    l. Failure to create or perfect security; and
    m. Opening of further bank accounts without written consent of the Anchor Investor/Transaction Administrator
    n. The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such other defaults, as it may deem fit.
    o. Sexual Harassment complaint against any KMP
    p. The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such Other Default, as they may deem fit

    For Other Defaults the Transaction Administrator/Debenture Trustee shall give a notice to the Issuer asking them to explain the stand within 30 days. If the Transaction Administrator/Debenture Trustee is not satisfied with the explanation provided then the Debenture Trustee shall call it a Default and take necessary steps as per Consequences of Defaults

9. Consequences of Defaults:
    a. Charge Penal Interest on overdue instalment amount

b. Assignment of Facility to any third party (including competitor);
c. Cancellation of the Facility (or any part);
d. Apply for winding up/dissolution of the Issuer;
e. Resolution as per SARFESI Act
f. Filing of Insolvency proceedings
g. Appoint a Receiver;
h. Declare all debentures to be due and payable immediately;
i. Disclose the details of default or about the Issuer to RBI/CIBIL/any other credit information companies reports as mandated by RBI;
j. Appoint Nominee Director/Board Observer provided the dues are not paid in full for over 30 days;
k. The Anchor Investor/Transaction Administrator shall have the right to stipulate in the documentation such other Consequences of Defaults, as it may deem fit.

10. Representation and Warranties of the Issuer
    a. Legal authority to execute the Transaction Documents
    b. Compliance with all applicable laws
    c. Validity of Issuer's constitution and corporate documents
    d. Maintenance and accuracy of statutory registers and books
    e. Non-existence of material litigation, material adverse effect or event of default;
    f. Due filing of all taxes;
    g. Title to properties and assets
    h. Solvency of the Issuer
    i. Transaction does not trigger any event of default at the time of disbursement or cross default
    j. Valid, enforceable and rightful creation and perfection of security
    k. Names of Issuer and its directors do not figure in any wilful defaulters list

ZETWERK MANUFACTURING BUSINESSES

ZETWERK MANUFACTURING BUSINESSES PVT. LTD.

Gmail

Integrated Enterprises <alpha123information@gmail.com>

Debenture Allotment

Shruti Tated <shruti.t@zetwerk.com> Thu, Nov 7, 2019 at 6:03 PM
To: IEIL <alpha123information@gmail.com>
Cc: giri <giri@integratedindia.in>, Ankit Fatehpuria <ankit.f@zetwerk.com>

Hi,

Please refer the documents for executing corporate action for allotment of debentures:-

1) Corporate Action form and Annexure in attached format - Attached.
2) Certified copy of Broad Resolution.- Attached
3) Certified copy of Pass-III and Counter receipt - Attached
4) Term Sheet Certified copy.- Attached
5) Demat Account details for credit:-

Applicant	No. of debentures	DP Name	DP ID
Blacksoil Capital Private Limited	180	HDFC Bank	IN30154954651807
Blacksoil Asset Management Private Limited	20	HDFC Bank	IN30154958230548

6) Payment of Rs.1000 Plus GST to NSDL.- Attached
7) In case of tranche allotment Master Broad resolution certified copy required. - Not applicable

Regards,
Shruti

On Mon, Nov 4, 2019 at 3:53 PM IEIL <alpha123information@gmail.com> wrote:
[Quoted text hidden]

Corporate Action Docs.zip
3360K