

**NCP COMMERCIALS PRIVATE LIMITED**  
 Ground Floor, Lodha Excelus, New Cuffe Parade, Wadala, Mumbai -400037

**Term Sheet**

**SUMMARY TERM SHEET**

Issuer	NCP Commercials Private Limited
Issue Size	Rs. 100,00,00,000/- (Rs Hundred Crore Only)
Objects of the Issue	(i) working capital and general corporate purposes.
Instrument	Non-Convertible Debentures
Nature and status of Bonds	Unsecured, unlisted, redeemable and cumulative non-convertible debentures.  Rank <i>pari passu</i> at all times and subordinate to the existing loan facilities obtained by NCP Commercials Private Limited.
Issuance Mode	Private placement
Convertibility	Non-convertible
Trading Mode	Unlisted
Credit Rating	NA
Face Value	Rs. 1,00,00,000/-
Premium/ Discount on Issue	No
Issue Price	Rs. 1,00,00,000/-
Premium/ Discount on redemption	Premium of 11.50%
Maturity	December 23, 2029
Redemption/ Maturity Date	Please refer to <u>Annexure 1</u> .
Lock-in-Period	Not Applicable
Minimum Application	Not Applicable
Put Option	Not Applicable
Call Option	Not Applicable
Call Option Price	Not Applicable
Call Notification Time	Not Applicable
Coupon Rate	Not Applicable
Step Up/ Step Down Coupon Rate	Not Applicable
Coupon Payment Frequency	Not Applicable
Coupon / Interest Payment Date	Not Applicable
Coupon Type	Not Applicable
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	Not Applicable
Default Interest Rate	12%
Day Count Basis	Actual/ Actual
Interest on Application Money	Not Applicable
Listing	Unlisted
Trustees	Not Applicable

Regd. Off.: Ground Floor, Lodha Excelus, Wadala Truck Terminal Road, New Cuffe Parade, Mumbai -400037 | CIN: U70100MH2018PTC306223



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Depository	National Securities Depository Limited
Registrars	Skyline Financial Services Pvt. Ltd.
Settlement	Not Applicable
Business Day Convention	A day other than Saturday, Sunday and public holidays, on which the Stock Exchange and banks are normally open for business in Mumbai, India and Singapore
Record Date	3 (three) calendar days prior to the proposed date on which any payments are required to be made in respect of the Debentures to the Debenture Holders
Payment Mode	Bank Transfer
Eligible Investors	Credit Solutions India Trust
Non-Eligible classes of Investors	Not Applicable
Transaction Documents	Debenture subscription agreement dated December 13, 2019 executed between Credit Solutions India Trust and NCP Commercials Private Limited.
Conditions precedent to subscription of Bonds	The list of the conditions precedent are set forth in the debenture subscription agreement
Conditions subsequent to subscription of Bonds	No
Cross Default	Not applicable
Role and Responsibilities of Trustees	Not applicable
Governing Law and Jurisdiction	Indian law and courts of Mumbai, India will have exclusive jurisdiction. The Transaction Documents shall be governed and construed exclusively in accordance with the laws of India.
Additional Covenants	<ul style="list-style-type: none"> <li>(i) NCP Commercials Private Limited shall create and at all times maintain a reserve for the redemption of the Debentures in accordance with the Companies Act, 2013; and</li> <li>(ii) The list of other covenants of NCP Commercials Private Limited is set forth in the debenture subscription agreement.</li> </ul>
Applicable RBI Guidelines	Foreign Exchange Management (Debt Instruments) Regulations, 2019
Prohibition on Purchase/ Funding of Bonds	Not applicable
Issue Opening Date	17 <sup>th</sup> September, 2020
Issue Closing Date	31 <sup>st</sup> March, 2021
Pay In Dates	Not applicable
Date of Allotment	28 <sup>th</sup> September, 2020

For NCP COMMERCIALS PRIVATE LIMITED.

For NCP Commercials Private Limited



Date : 16<sup>th</sup> September, 2020

Director /Authorised Signatories

Vishal Kumar  
Director

Place : Mumbai

**ANNEXURE 1**

1. The Debentures shall be redeemed by payment of the Redemption Amounts on or before the expiry of the Tenor.
2. The Company shall be entitled to redeem all or any part of the Debentures and prepay the Redemption Amounts or any part thereof, if the prepayment is approved by all the Debenture Holders in writing, at any time prior to the expiry of the Tenor. The prepayment of the Redemption Amounts shall not be subject to any prepayment penalty. For avoidance of doubt it is clarified that the Debentures shall not be deemed to be fully redeemed by the Company until the entire Redemption Amounts are received in full by the Debenture Holders in their respective bank accounts.
3. Unless redeemed prior to the expiry of the Tenor, in accordance with the terms and conditions of this Agreement, the Company shall mandatorily redeem all and not less than all the Debentures and repay to the Debenture Holders, the Redemption Amount, on the date of expiry of the Tenor, unless otherwise agreed between the Debenture Holders in writing.
4. It is agreed that, (a) any amounts paid by the Company on the Debentures shall be paid proportionately to all the Debenture Holders and shall not be paid to the exclusion of any of the Debenture Holders; and (b) the Debentures shall not be deemed to be redeemed by the Company until the entire Redemption Amounts are received by the Debenture Holders in their respective bank accounts.

