



The key indicative terms of the proposed debenture issue are as follows:

Particular	Details
Issuer/Company/Developer	Om Omega Shelters Private Limited
Promoter(s)	Mr Vipul Shah, Mr Dhaval Shah
Project	'Parinee Eminence' comprising of 1 Sale Building and 1 Rehab Building and located at Dainik Shivneri Marg, Worli.
Object of the Issue	The Issuer shall use the proceeds from the issue of the Debentures towards project expenses.
Type of Instrument	Unlisted Unrated Redeemable Senior Secured Non-Convertible Debentures
Issue amount	Up to Rs. 150 Crores
Tenor	60 months from the Date of First Allotment
Issue Price	Rs 1,000 per NCD
Repayment	The repayment of the NCDs shall be done from the Project Cashflows before the end of Tenor
Redemption Price	The NCDs shall be redeemed at a Redemption Premium calculated as equivalent to the Sale Value of Charged Assets after reducing the Selling Costs
Redemption Schedule	100% by the end of the Tenor
Step-in rights	The Investor shall have step-in rights including but not limited to change of developer, appointing a development manager or sole selling agent or marketing agents, reset of sales price at regular intervals to improve sales velocity and bulk inventory sales in case of Event of Default as detailed in the definitive documents. Appropriate documentation in this regard, if required to be entered into along-with transaction documentation
Project Monitoring Consultant	The Issuer shall appoint a suitable Project Monitoring Consultant in consultation with Investor and Existing Lenders to monitor the progress of the Project, usage of funds and release of Funds. The cost of such consultants will be borne by the Issuer.
Event of Default	Events of Default shall be defined in definitive documents and shall be linked to the Redemption Schedule and sales, collection and construction milestones, compliances and covenants as may be stipulated in the definitive documents
Security	<ul style="list-style-type: none"> • First and exclusive ranking floating mortgage on 42,857 sq. ft. of RERA Carpet Area in the project "Parinee Eminence" • Personal Guarantee of Mr. Vipul Shah, Mr. Dhaval Shah • Promissory Notes, as applicable • Registration of charges with ROC (within 30 days of 1st investment)
Key Conditions Precedent	<ul style="list-style-type: none"> • Satisfactory completion of Technical Due Diligence and Legal Due Diligence • Execution of all definitive agreements including but not limited to Debenture Trust Deed, Demand Promissory Note, Escrow Agreement, Security creation documents, Undertakings, Power of Attorney(s) and any other



Particular	Details
	documentation shall be completed prior to Disbursement of the First Tranche <ul style="list-style-type: none"> Opening of Escrow Account for routing all proceeds from Debenture Subscription and Sales Necessary Corporate Authorizations
Key Conditions Subsequent	<ul style="list-style-type: none"> Filing of necessary charges with ROC within 30 days of first allotment Provide End Use Certificate on utilization of funds within 30 days of first allotment File PAS-3 with ROC within 15 days of first allotment
Investment Schedule	<ul style="list-style-type: none"> The NCD's shall be issued in tranches. The first tranche shall be 10% of the Issue Amount. The second tranche shall be 10% of the Issue Amount which shall be invested within 3 months of the first allotment. The balance tranches shall be issued if there is a deficit in the cash flow as per the business plan envisaged by the Issuer.
Covenants	The Definitive Documents will have standard Covenants and Undertakings customary to this type of transaction
Negative Covenants	The Definitive Documents will have standard negative covenants.
Representation & Warranties	The Definitive Documents shall contain customary representation and warranties, conditions, covenants, and indemnities.
Documentation	Documentation shall be in form and substance customary for investment transactions of this nature like DTD, mortgage deed and any such document as required by legal counsel.
Costs & Expenses	All costs, expenses, charges, fees and all out of pocket expenses (including without limitation stamp duty, registration fees, inspection charges, Project Monitoring Consultants fee and charges, audit fees, Security creation costs etc.) shall be the account of and/or borne, paid by the Company and shall not be reimbursed by the Investor whether or not the NCDs or any part thereof are issued
Assignment	The NCDs' so issued will be fully marketable. The Investor reserves right to assign the NCDs' to any other entity without any intimation to or permission of the Issuer / Company
Non- Exhaustive	This document is not exhaustive and captures only the broad terms of the transaction contemplated herein. Other terms, such as protective provisions, covenants, event of default etc shall be stipulated in Definitive Agreements.
Confidentiality	These terms provided herein are strictly confidential for the sole use of the recipient and the information contained herein should not be disclosed, disseminated or reproduced in whole or in part to any other party outside of the intended purpose

For Om Omega Shelters Private Limited

M. S. S. S.

Authorized Signatory