
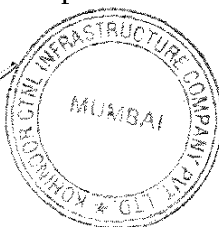


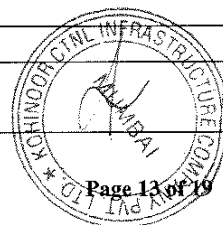
We hereby also declare that on redemption of this Security we will extinguish the securities from the Investors account.

Signature : 
Name : Sheetal Naik
Designation : Company Secretary
Date : 03.06.2019

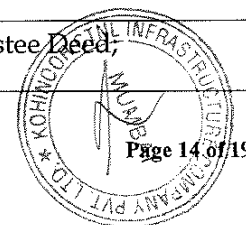


SUMMARY TERM SHEET (Signed Term Sheet Attached) Please confirm details in Term Sheet or specify NA

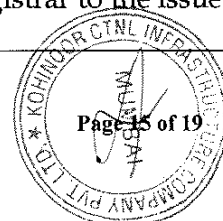
Issuer	Kohinoor CTNL Infrastructure Company Pvt. Ltd.
Issue Size	Rs. 100 Crs (One Hundred crores)
Objects of the Issue	To meet long term its fund requirements to carry business operations
Instrument	Redeemable Secured non – convertible debentures
Nature and status of Bonds	Proposed to be listed
Issuance Mode	Dematerialized
Convertibility	NA
Trading Mode	NA
Credit Rating	BWR B-
Face Value	Rs. 10,00,000/ per Debenture
Premium/ Discount on Issue	NA
Issue Price	Rs. 10,00,000/ per Debenture
Premium/ Discount on redemption	NA
Maturity	16 Months
Redemption/ Maturity Date	30 September 2020
Lock-in-Period	NA
Minimum Application	Minimum 1 (One) and lots of Rs 10,00,000 (INR ten lakhs each).
Put Option	Anytime before 30 September 2020
Call Option	NA
Call Option Price	NA
Call Notification Time	NA



Coupon Rate	The Coupon shall be @ 18% (Eighteen Per Cent) per annum, calculated on the NCD Subscription Amount outstanding on a monthly basis (and unpaid Coupon shall be compounded on a monthly basis)
Step Up/ Step Down Coupon Rate	NA
Coupon Payment Frequency	Quarterly starting from 31 st December 2019
Coupon / Interest Payment Date	31 December 2019, 31 March 2020, 30 June 2020, 30 September 2020
Coupon Type	Cumulating
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc)	NA
Default Interest Rate	If the Company defaults in payment of any due amount, on a Due Date, a default interest at the rate of 2% (two percent) per month shall be payable on such defaulted amount from the date of the default until such time as the due amount is paid and the default is met.
Day Count Basis	2% per annum (Two Percent)
Interest on Application Money	12% per annum (Twelve Percent)
Listing	Proposed to be listed
Trustees	IDBI Trusteeship Services Limited
Depository	NSDL
Registrars	Link Intime India Private Limited
Settlement	Redemption proceeds, comprising of the value of principal and Interest shall be paid by cheque/demand draft/NEFT/RTGS to the holders of the NCDs as on the Record Date.
Business Day Convention	All days (except Saturday, Sunday, any public holiday and any other day on which banks are closed for business in Mumbai).
Record Date	The date, as may be fixed by the Company, which will be 15 (fifteen) days prior to the Redemption Date/Interest Due Date/Early Redemption Date (or any other date as may be decided by the Board or any Committee constituted / to be constituted by the Board) on which the determination of the persons entitled to receive coupon/redemption amount in respect of the Debentures (i.e., persons whose names are registered in the register of Debenture Holders or the relevant Depository) shall be made.
Payment Mode	
Eligible Investors	Qualified Institutional Buyers
Non-Eligible classes of Investors	Other than specified above
Transaction Documents	(a) The Amended and Restated Debenture Trust Deed,



	<p>(b) the Debenture Trustee Agreement;</p> <p>(c) the Information Memorandum;</p> <p>(d) the Escrow Accounts Agreement;</p> <p>(e) Inter Creditor Agreement</p> <p>(f) the Security Documents; and</p> <p>(g) any other document that may be designated as a Transaction Document by the Trustee.</p>
<p>Conditions precedent to subscription of Bonds</p>	<p>In-Principle Approval from BSE Limited to list the Debentures</p> <p>The Issuer shall obtain In-Principle approval from BSE Limited for the purpose of listing the Debentures.</p> <p>Certification from the Cash Monitoring Agency</p> <p>The Trustee shall receive a certificate from the Cash Monitoring Agency in terms of Clause 2.8.2 (<i>Terms of Debentures</i>) of the Debenture Trust Deed, certifying the details of usage of the NCD Subscription Amount received by the Company.</p> <p>Actions to be undertaken by the Company</p> <p>(a) Submission of a statement to the Trustee of proposed usage of the Subsequent Tranche NCD Subscription Amount (as the case may be); and</p> <p>(b) To complete construction and approval milestones within timelines detailed in the Business Plan.</p> <p>Issue related documents</p> <p>Evidence that all necessary regulatory approvals and completion of all filings in connection with issuance and listing of the Subsequent Tranche Debentures has been completed, including:</p> <p>(i) a certified true copy of the credit rating letter;</p> <p>(ii) a certified true copy of the letter of the Stock Exchange granting its in-principle approval for the listing of the Debentures;</p> <p>(iii) evidence that the Company has entered into a tri-partite agreement with the Stock Exchange and the registrar to the issue of Debentures;</p>

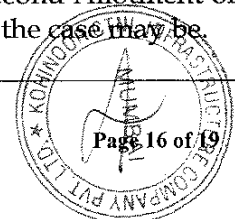


- (iv) evidence that all necessary regulatory approvals and completion of all filings in connection with issuance and listing of the Debentures has been completed; and
- (v) a copy of the duly executed Information Memorandum in respect of the Debentures filed with the Stock Exchange.

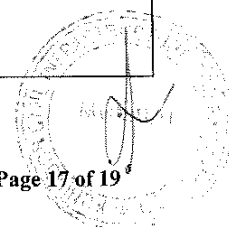
Certificates

Certificates from the Company certifying that:


- a) no Material Adverse Effect has occurred or is likely to occur;
- b) the representations and warranties set out in this Deed continue to be true and correct;
- c) no Event of Default or Potential Event of Default has occurred or is continuing or would result from the proposed issue of the Debentures;
- d) there is no challenge to the Resolution Plan or the implementation thereof;
- e) the constitutional documents of the Company (being its memorandum of association, articles of association, certificate of incorporation and (if applicable) certificate of commencement of business) have not been modified in any manner of form since delivered to the Trustee in accordance with Part A of Schedule 7 of this Deed;
- f) each copy of a document relating to it specified in this Part B of Schedule 7 is correct, complete and in full force and effect as at a date no earlier than the date of the relevant Transaction Document to which it is a party and the Deemed Date of Second Allotment or the Deemed Date of Green Shoe Allotment, as the case may be;
- g) a certificate from each Obligor (by the director in case the Obligor is a corporate entity) certifying that the constitutional documents of the Obligor (being its memorandum of association, articles of association, certificate of incorporation and (if applicable) certificate of commencement of business) have not been modified in any manner of form since delivered to the Trustee in accordance with Part A of Schedule 7 of this Deed; and
- h) A certificate from each Obligor (by the director in case the Obligor is a corporate entity) certifying that each copy of a document relating to it specified in this Part B of Schedule 7 is correct, complete and in full force and effect as at a date no earlier than the date of the relevant Transaction Document to which it is a party and the Deemed Date of Second Allotment or the Deemed Date of Green Shoe Allotment, as the case may be.

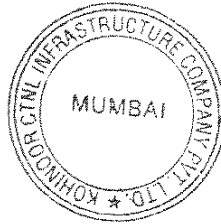


	<p>Other documents and evidence</p> <ul style="list-style-type: none"> (a) The latest financial statements of the Company; (b) Evidence that the Company has maintained and updated all the statutory registers required under the Act and particularly, the register of debenture holders and the register of directors' interests; (c) The Company shall have provided evidence that all fees and expenses due to be paid by the Company to the Trustee will be paid on or before the Deemed Date of Second Allotment, or as agreed between the Company and the Trustee; (d) A copy of any other authorisation or other document, opinion or assurance which the Trustee considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Transaction Document or for the validity and enforceability of any Transaction Document; (e) All relevant statutory, regulatory and other approvals required in connection with the issue, allotment and listing of the Debentures, and in connection with the creation of Security, have been received; and (f) No Material Adverse Effect, Event of Default, Potential Event of Default or challenge to Resolution Plan has occurred and is continuing as of the date of the notice sent by the Company to the Trustee in respect of satisfaction of the Subsequent Tranche Conditions Precedent set out in Debenture Trust Deed.
Conditions subsequent to subscription of Bonds	<ol style="list-style-type: none"> 1. Allotment of Debentures 2. Filing of return of allotment of Debentures in the Form PAS-3 3. Listing of Debentures in BSE Limited
Cross Default	
Role and Responsibilities of Trustees	
Governing Law and Jurisdiction	
Additional Covenants	
Applicable RBI Guidelines	



Prohibition on Purchase/ Funding of Bonds	
Issue Opening Date	May 28, 2019
Issue Closing Date	May 31, 2019
Pay In Dates	May 31, 2019
Deemed Date of Allotment	May 31, 2019


Signature with stamp
Name : Sheetal Naik
Designation : Company Secretary



Date : 03.06.2019
Place : MUMBAI