

**16. ISSUEDetails****a. Summary of Key Terms**

Issuer	Shreeyam Power and Steel Industries Limited								
Instrument	Rated, Listed, Secured, Redeemable, Non-Convertible Debentures								
Nature of instrument	Secured								
Seniority	Senior								
Mode of Placement	Private placement								
Listing	<p>BSE</p> <p>If the Debentures are not listed for any reason whatsoever within 15 (fifteen) calendar days from the Deemed Date of Allotment pursuant to paragraph (a) above, the Issuer shall promptly on demand and in any event not later than 3 (three) Business Days of such demand, indemnify each Debenture Holder as on the last Business Day of that period for any loss or liability incurred or likely to be incurred by that Debenture Holder as a result of such failure to list the Debentures, as determined by that Debenture Holder. For the avoidance of doubt, the amounts payable by the Issuer under this paragraph are in addition to the amounts payable by the Issuer for redemption of the Debentures under the Debenture Trust Deed.</p> <p>The issuer of such debt securities will immediately redeem / buyback the said securities from the FPI if the bonds issued to FPIs are not listed within 15 days of issuance and are not disposed off either by way of sale to a third party or to the issuer</p>								
Purpose/ Objects of the Issue	<p>The Investment Amount shall be utilized towards full and final settlement - OTS (One-time settlement) of outstanding dues of lenders & working capital requirements (as follows):</p> <table border="1"> <thead> <tr> <th>Lender</th><th>OTS Amount (Rs. Crs)</th></tr> </thead> <tbody> <tr> <td>Central Bank of India</td><td>62</td></tr> <tr> <td>Oriental Bank of Commerce</td><td>40</td></tr> <tr> <td>United Bank of India</td><td>35</td></tr> </tbody> </table>	Lender	OTS Amount (Rs. Crs)	Central Bank of India	62	Oriental Bank of Commerce	40	United Bank of India	35
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Rating of the Instrument	“Provisional BWR B- (Outlook: Stable)”								
Issue Size	1270 rated, listed, secured, redeemable, non-convertible Debentures of the face value of INR 10,00,000 (Indian Rupees Ten Lakh) each, aggregating upto INR 1,27,00,00,000 (Indian Rupees One Hundred and Twenty Seven Crores)								
Option to retain over-subscription (Amount)	N.A.								
Face Value	Rs. 10,00,000								
Issue Amount	Rs. 1,27,00,00,000								
Underwritten Amount	The present issue of Debentures is not underwritten.								
Issue Price	Rs. 10,00,000								
Coupon Payment Frequency	Monthly								
Coupon Payment Dates	shall in the first instance mean the period commencing from the Deemed Date of Allotment until the next Coupon Payment Date (both days inclusive) and subsequently the period commencing from the date immediately following the Coupon Payment Date until the next succeeding Coupon Payment Date (both days inclusive) until the Final Settlement Date								
Coupon Type	Fixed								
Interest on Application Money	As the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable.								
Default Interest Rate	In case of default in payment of interest and/or Redemption Amount on due dates, additional interest @ 4% p.a. over the Coupon Rate will be payable by the Issuer for the period of default.								
Maturity Date/ Redemption Date	28 March 2024								
Tenor	5 Years								
Redemption	The Debentures will be redeemed in full at par on the Maturity Date plus fixed interest on the Debentures at the rate of 4% (four per cent) per annum, compounded on a monthly basis and								



	payable as and when any Debentures are redeemed and shall be payable on the Final Redemption Date to ensure the Agreed IRR to the Debenture Holders
Redemption Amount	INR 10,00,000 (Indian Rupees Ten Lakh) per Debenture payable on each of the Redemption Date(s)
Put and Call Option	None
Record Date	15 days prior to each Coupon Payment
Issue Timing	1. Issue Opening Date : March 29, 2019 2. Issue Closing Date: March 29, 2019 3. Pay-in Date: March 29, 2019 4. Deemed Date of Allotment: March 29, 2019
Security	<ul style="list-style-type: none"> • First charge on fixed assets of Issuer • First charge on current assets of Issuer • First charge on escrow account and all other accounts • Pledge of 67.97% shareholding in the Issuer held by the Promoters (including Investment Companies) • Any other assets currently mortgaged / hypothecated with the banks • Personal / Corporate Guarantees of the promoters / promoter companies; • Mortgage over properties located in Gandhidham, State of Gujarat and State of Madhya Pradesh.
Security Creation	<p>Security shall be created within 45 days from the Deemed Date of Allotment.</p> <p>The Issuer shall maintain security cover of one time of the aggregate face value amount of Debentures outstanding, to be maintained at all times during the tenor of the Debentures.</p>
Coupon Rate	18% p.a. p.m.
Issuance mode of the Instrument	Only in dematerialised form
Trading mode of the Instrument	Only in dematerialised form
Settlement mode of the Instrument	Payment of interest and Redemption Amount will be made by way of RTGS/ NEFT/ any other electronic mode / any other permissible mode of payment.
Depository	CDSL



Covenants	<p>The covenants of the Issuer are set out in Schedule V of the Debenture Trust Deed. The Covenants to be maintained during the tenor of the NCDs among others including the:</p> <p>The Issuer shall not create or permit to subsist any Encumbrance over any of the Secured Property (other than any Security created pursuant to the Transaction Documents).</p> <p>The Issuer and the Promoter agree that in the event the Issuer requires any amounts in excess of the Issue Proceeds for payment of the OTS Amount to the Existing CDR Lender, the Promoter shall make the same available by way of equity contribution.</p> <p>The Issuer shall not and shall ensure that neither the Promoters nor any other Obligor shall enter into any amalgamation, demerger, merger or corporate reconstruction save and except: (a) any amalgamation, demerger, merger or corporate reconstruction of Promoter or any other Obligor with any other Obligor (in each case, excluding the Issuer); and (b) any amalgamation, demerger, merger or corporate reconstruction of any member of an Obligor into the Issuer and where, pursuant to such merger, the Issuer is the resultant entity, save and except the merger between (i) NSIL Infotech Limited; (ii) NSIL Finance Limited; (iii) NSIL Power Limited (iv) Ruchi Power Corporation Limited (v) Ruchi Integrated Steel (I) Limited; and (vi) Vinu Multi Trade Private limited, wherein NSIL Infotech Limited is the resultant company.</p> <p>The Issuer shall procure that no substantial change is made to the general nature of the business of the Issuer or Promoter or any other Obligor from that carried on at the date of this Deed. As on the date of this Deed, the Issuer, Promoters and other Obligors are engaged generally in the business of providing financial services.</p>
Events of Default (EoD)	<p>The indicative list shall include inter alia:</p> <ul style="list-style-type: none"> • Non-payment of nay amount on the Due Date; • Non receipt of Gujarat Industrial Development Corporation ("GIDC") approval for security creation in 45 days' time • Non-payment of Rs.25 crores through sale of Pithampur plant by March 2021or through issue of fresh equity



	<ul style="list-style-type: none"> • Extension of export obligations is not obtained in 90 days' time • Any adverse action against the promoters under the allegation of GST evasion in National Steel • Non creation of charges within 45 days • Non receipt of No dues certificate within 30 days • Breach of any of the terms and conditions of the Transaction Documents • Revocation of any statutory approval for operating the Project by any governmental authority, including municipal authorities • Non-payment of any statutory dues • Occurrence of any material adverse effect (as defined in the Transaction Documents) • Non-payment of any agreed payment installments towards the Investment • Any breach in the utilization of proceeds from issue of debentures • Breach of any representations, warranties, covenants of the Transaction Documents • Change in control or management of the Issuer without prior written consent of the Identified Investor • Misrepresentation • If any representation or warranty made by Issuer or its promoter proves to have been incorrect or misleading in any respect when made or deemed to be made. • Change in title to or the right to possess a portion of the assets of the Issuer • Initiation of any fresh insolvency proceedings against the Issuer • Other conditions customary to the transaction of this nature • Any other conditions as set out in the Transaction Documents
Consequences of EoD	<p>The indicative list shall include inter alia</p> <ul style="list-style-type: none"> • Right to enforce the Security under the Security Documents • Right to appoint 1 director / observer on board • Right to review the management set-up and/or organisation of the Issuer by appointing a statutory/ independent/ concurrent auditor/ consultants and require the Issuer to restructure it as may be considered necessary by the Debenture Holders • Early redemption to be triggered • Right to take all possible recovery actions including CIRP action under IBC



	<ul style="list-style-type: none"> • Debenture Holders have the right to sell the NCDs
Listing	Within 15 (fifteen) days on the WDM segment of BSE
Day Count Basis	<p>Actual/Actual Basis</p> <p>Interest payable on the Debentures will be calculated on the basis of actual number of days elapsed in a year of 365 or 366 days as the case may be.</p>
Expenses	All expenses associated with this transaction (including without limitation, legal, printing, auditors' fees, agency fees, trustee fees and listing fees) will be for the account of the Issuer.
Transaction Documentation	<p>The Issuer has arranged to execute/ executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> 1. Certified true copy of the Board Resolution 2. Certified true copy of the Shareholder Resolution for issuing Debentures via Private Placement 3. Consent Letter from Link Intime India Private Limited to act as Registrar for the Issue 4. Consent Letter from Vistra ITCL (India) Private Limited to act as Debenture Trustee for the Issue 5. Debenture Trustee Agreement 6. Debenture Trust Deed 7. Security Documents 8. Rating Letter by Brickworks Rating India Private Limited 9. Tripartite Agreement between the Issuer, the Registrar and CDSL for offering Depository option to the investors <p>Private placement offer cum application letter in format of Form PAS 4, as per the Companies Act, 2013</p>
Provisions relating to cross default clause	<p>Any Financial Indebtedness of the Issuer or other Obligors is not paid when due nor within any originally applicable grace period.</p> <p>Any Financial Indebtedness of the Issuer or other Obligors is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).</p>



	<p>Any commitment for any Financial Indebtedness of the Issuer or other Obligors is cancelled or suspended by a creditor of the Issuer or other Obligors (as applicable) as a result of an event of default (however described).</p> <p>Any creditor of the Issuer or other Obligors becomes entitled to declare any Financial Indebtedness of the Issuer or other Obligors (as applicable) due and payable prior to its specified maturity as a result of an event of default (however described).</p> <p>Any event of default (howsoever described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments relating to any Financial Indebtedness of the Issuer or other Obligors.</p>
Conditions Precedent to Disbursement	<p>The conditions precedent to disbursement amongst others include the following:</p> <ol style="list-style-type: none"> 1. Submission of charter documents of the Issuer. 2. Resolutions under Section 179 of the Companies Act, 2013 from the security providers. 3. Resolutions of the shareholders of the Issuer under Sections 180 (1) (a) and 180(1)(c) of the Companies Act, 2013. 4. A certificate from a practicing-chartered accountant confirming that there are no claims or liabilities pending, initiated or threatened under Section 281(1)(ii) of the Income Tax Act, 1961. 5. A certificate of the Issuer (signed by an authorized signatory of the Issuer) confirming points set out in Schedule II of the Debenture Trust Deed. 6. Receipt of a credit rating for the Debentures from a Credit Rating Agency. 7. A copy of the acknowledgment of receipt of an application made to the income tax authorities by the Issuer for clearance under Section 281(1) (ii) of Income Tax Act, 1961.
Conditions Subsequent to Disbursement	<ol style="list-style-type: none"> 1. Certified true copy of the resolution of the Board or any duly constituted committee of



	<p>the Board under Section 42 of the Companies Act.</p> <ol style="list-style-type: none"> 2. Certified true copy of the resolution of the Board or any duly constituted committee of the Board approving the allotment of the Debentures to the identified investors. 3. Evidence in a form and manner satisfactory to the Debenture Trustee of the charge created over the existing security has been released and necessary filings with the ROC in relation to the modification of charge have been made 4. Maintain a record in Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures 5. Submission of a certificate from an auditor evidencing the end use of the Debentures, to be furnished to Debenture Trustee within 30 (thirty) days from the Deemed Date of Allotment.
Governing Law	<p>The Debentures are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof will be subject to the exclusive jurisdiction of the courts at Mumbai in India.</p>