Indicative Term Sheet

This preliminary, indicative and non-binding term sheet ("Term Sheet") sets out the principal terms with respect to the proposed issuance of fully secured redeemable listed and rated non-convertible debentures by Ozone Homes Private Limited ("Issuer") to the Investor (as defined in clause 2 (Investor) below) ("Proposed Transaction").

This Term Sheet is only an expression of the intention of the Parties and will not create any binding agreement. This Term Sheet is intended to serve as the basis for definitive agreements that reflect the Proposed Transaction ("Definitive Agreements") "Transaction Documents"). The subscription to Non-Convertible Debentures by the Investor is subject to (a) legal, financial, tax and technical due diligence of the Issuer; (b) credit rating; (c) internal approvals as required by the Issuer; and (d) such other documents as prescribed under applicable law.

S. No.	HEADS	DESCRIPTION
1.	Issuer	The Issuer is Ozone Homes Pvt Ltd ("Issuer")
2.	Investors/Subscribers	Indiabulls High Yield Fund ("IBHYF"), a trust settled in accordance with the Indian Trusts Act, 1882 and registered under the Securities and Exchange Board of India Act (Alternative Investment Funds) Regulations, 2012 as a category II alternative investment fund, acting through its Investment Manager, Indiabulls Asset Management Company Limited, having its registered office at M-62 & 63, 1st Floor, Connaught Place, New Delhi – 110001 and corporate office at Indiabulls Finance Centre Tower-1, 11st Floor, Senapati Bapat Marg, Elphinstone West, Mumbai – 400013
		Indiabulls India Opportunity Fund ("IBIOF"), a trust settled in accordance with the Indian Trusts Act, 1882 and registered under the Securities and Exchange Board of India Act (Alternative Investment Funds) Regulations, 2012 as a category II alternative investment fund, acting through its Investment Manager, Indiabulls Alternate Investments Limited, having its registered office at M-62 & 63, 1st Floor, Connaught Place, New Delhi – 110001 and corporate office at Indiabulls Finance Centre Tower-1, 11st Floor, Senapati Bapat Marg, Elphinstone West, Mumbai – 400013
3.	Party or Parties	The Investors and the Issuer will individually be referred to as 'Party' and collectively the 'Parties'.
4.	Promoter(s)	Mr S Vasudevan
5.	Type of Instrument	Secured Redeemable Listed Rated Non-Convertible Debentures
6.	Projects	 Dadar - Proposed Joint Development of a total of 63,244 sq.ft. (1.45 acre) of land comprised in C.S. No. 1007 & 1008 (part), of Dadar Naigon Division known as "Matoshree Sadan CHS at Kartak Road, in the municipal limits of Wadala.



		Chennal – Ozone Gardenia, Anna Nagar, Chennal Chennal – Ozone Metrozone, Anna Nagar, Chennal						
7.	Tenor	48 months						
8.	Disbursement Schedule	On Signing of Debenture Documents - INR 85 Crore On execution and registration of JDA agreement for Dadar Project - INR 47 crore On clearance of slums/shops on the road - INR 15 crore On Approval of 4 FSI of Dadar Project - INR 37 crore						
9.	Coupon	The Issuer will, until the Debentures are redeemed or paid off, pay to the Investor interest on the Debentures or such part thereof, as will remain unpaid for the time being, at an interest rate of 14.25% p.a.p.m., payable quarterly at the end of each quarter ("Interest"). Interest will be computed on 'actual/365' basis, on the face value of Issue Amount, outstanding on the Debentures at the respective coupon rate, rounded off to the nearest Rupee.						
10.	Redemption Premium	Fixed Redemption Premium 2.3% p.a.p.m. Variable Redemption Premium — sale consideration fro following units Four 4BHK apartments x 3640 sq.ft. each in Ozone Gardenia Total SBUA = 14,560 sq.ft. Investors shall have the option to replace the above apartmen with 8400 sq.ft. of saleable area from the Dadar project upobtaining atleast the CC for plinth + 5 habitable floors for the sabullding in Dadar Project. Variable Redemption premium shall be calculated as follows on sa realisation of Identified Security -						
		Sale realisation	All inclusive Sale Price	Project	Redemption Premium			
		Any sale realisation upto all inclusive sale price of	15000 26000	Chennai Dadar	100% to Investors			
	il Maide	Any incremental sale realisation above all inclusive sale price of	15000 26000	Chennai	20% of incremental revenue 20% of incremental revenue			





		Both (Fixed and Variable) Redemption Premium is payable along with the payment of Principal amount of NCD
11.	Use of the issue amount	To meet the Issuer's on-going requirement of funds for business activities and general corporate purposes including construction funding for the Chennai project.
12.	Issue Size	The Issuer will issue 1840 fully Secured, Redeemable and Non-Convertible debentures, which will be interest bearing and ruped denominated with par value of INR 10,00,000 (Rupees Ten Lakhs) and will be issued through private placement basis to the Investor on the Allotment Date ("Debentures").
		The Issuer will offer subscription of Debentures for a total amount aggregating INR 184 Crore (Rupees One hundred and eighty four crore) as denominated above ("Issue Amount").
		The Issue shall be subscribed jointly by both Investors subject to following limit –
		 Indiabulls High Yield Fund – 1500 debentures (INR 150 Crs) Indiabulls India Opportunity Fund – 1000 debentures (INR 100 Crs)
		The term of the Debentures will be 48 (Forty Eight) months from the Allotment Date (as defined in clause 26 (Conditions Precedent to Subscription) below)).
		The debentures will be issued in individual co-terminus series, each debenture having par value of INR 10,00,000 to the extent of the disbursement to ISSUER based on various conditions precedent, conditions subsequent, development/ approval milestones and FS scenarios outlined in the definitive agreements.
13.	Issuance and Trading mode of the instrument	Dematerialised Form (Issue on private placement basis)
	mode of the instrument	The Debentures will be mandatorily listed on the Wholesale Debt Market (WDM) segment of the Bombay Stock Exchange or Nationa Stock Exchange with in 15 (Fifteen) days from the Allotment Date which may be extended by additional 15 (Fifteen) days.
		The Debentures will be rated by a SEBI registered credit rating agency prior to allotment and listing.
	Amaga	The Issuer undertakes to ensure that the Debentures shall be listed on the WDM segment of the Bombay Stock Exchange or National Stock Exchange within 15 (Fifteen) days of the Allotment Date which may be extended by additional 15 (Fifteen) days. In case there is a delay in listing beyond 30 (Thirty) days of the Allotment Date than it shall be considered an event of default. The provisions



	Documents.
14. Disbursement	The Issue Amount by Investor will be disbursed into the Escrow Account immediately on the Allotment Date.
15. Identified Security	Development Rights in Dadar Project Total BUA - 186,533 sq.ft. Landowner Share - 50,000 sq.ft. Ozone Share - 136,533 sq.ft Mortgaged to Debenture Holders
	 Identified Units – Units and Undivided share of land 17 x 4 BHK unsold units totalling 61,880 sq.ft. BUA along with proportionate car parking in Ozone Gardenia, Anna Nagar, Chennai and Balance receivable of INR 17 crore.
	 Identified Units – Units and Undivided share of land unsold units totalling 16,143 sq.ft. BUA along with proportionate car parking in Ozone Metrozone, Anna Nagar, Chennai
16. Security	The Debenture outstanding shall be secured by the following security (collectively "Security") in favour of the Debenture Trustee for the benefit of the Investor in the following manner: (a) First exclusive charge and registered mortgage cum Debenture Trust Deed of the Identified Security and Identified Units 2 and 3 ("Identified Security") (as detailed in Annexure 1 herein) along with underlying land and development rights, rights of Issuer under JDA agreements; (b) First charge on all the movable and immovable assets of the Identified Security, both present and future in favour of Debenture Trustee; (c) Hypothecation of receivables from the Identified Security (sold and unsold both) in favour of the Debenture Trustee; (d) Creation of Escrow Account for the Identified Security (sold and unsold both) with a first charge in favour of the Debenture Trustee (to be operated as discussed hereinafter) wherein all cash flows from the Identified Security shall be deposited; (e) Charge/lien over debt service reserve account ("DSRA"). (f) Irrevocable and Unconditional personal guarantee of Mr. S Vasudevan against the total amount outstanding to the Investor ("Personal Guarantee"); (g) Corporate guarantee to be issued by Tuscan Consultants & Developers Private Limited against the total amount outstanding to the Investor ("Corporate Guarantee") (h) Shortfall Undertaking as per details given in clause 18 of this Term Sheet.



(k) The Issuer will also maintain a debenture redemption reserve account pursuant to applicable law.

The Issuer will be required to maintain a security cover equivalent to twice the borrowed amount ("Minimum Cover") during the entire tenor of the Debentures. If the value falls below the Minimum Cover, then Issuer and the Promoter shall offer any other security to the satisfaction of the Investor pursuant to the findings of advisors appointed by the Investor in their due diligence.

In case (a) the Minimum Cover is not maintained during the tenor of the Debentures; and/or (b) the Promoters fail to provide a security top up contemplated above, then without prejudice to the other rights and remedies available to the Investor, the Investor will have the right to enforce any of the Security.

The Issuer would be required to maintain minimum DSRA equivalent to immediate 1 (one) quarter of coupon payment obligation on the Debentures, to be maintained at all times during the tenor of the Debentures. Such DSRA would be created within 1 (one) business day from the Allotment Date.

Shortfall Undertaking Provider/s

Tuscan Consultants & Developers Private Limited and the Promoters

18. Shortfall Undertaking

All obligations of the Issuer, under the Identified Security (Including payments towards the Debentures) shall be supported by a shortfall undertaking from the Shortfall Undertaking Provider/s. During the tenor of the Issue, the Shortfall Undertaking Provider shall ensure that there is no shortfall in cash flows for the Identified Security (Including debt service for the Identified Security under the Issue and other Ioans)

- In the event of a shortfall in cash flows for the Identified Security, either the Shortfall Undertaking Provider or Issuer shall immediately provide/arrange additional funds to meet the shortfall
- Shortfall Undertaking Provider shall provide an undertaking for any cost overrun.
- The Shortfall Undertaking shall be valid for the tenor of the issue

At the option of the holder of the Debentures / upon receiving notice from the Debenture Trustee (who shall be instructed by the Debenture holders), Tuscan Consultants & Developers Private Limited or Promoters will undertake to infuse any additional amount either through Equity or in a form and manner acceptable to the holders of the Debentures into the Issuer as and when required by the Issuer to continue its operations and/or fulfil its financial obligations. There will be no interest, dividend, fees etc. payable by the Issuer on such amounts infused by the Promoters without the prior written approvals of the Debenture holders.









Issuer/ Guarantor



related to the transaction which will be further detailed in the

Definitive Agreements. 26. Conditions Precedent to The Definitive Agreements will contain conditions precedent that Subscription are customary in transactions of this nature and that would need to be completed by the Parties prior to or on the date on which the Investor subscribes to and is allotted the Debentures ("Allotment Date"). Such conditions will include but not be limited to: (a) Execution of all Definitive Agreements/ Documents as listed in Clause 32: (b) JDA agreement between Neumec Reodhar & Issuer (for second tranche of disbursement as per Clause 8) (c) Dadar project to be 100% subsidiary of Ozone Homes Pvt. (d) Transfer of 16,143 sq.ft. of Ozone Metrozone (identified Security 3) from Ozone Projects Pvt Ltd to Ozone Homes Pvt Ltd (e) Appointment of Debenture Trustee & execution of Debenture Trust Deed; (f) Obtaining ISIN for Debentures of Issuer from NSDL & CDSL; (g) Obtaining Credit Rating from SEBI registered credit rating agency; (h) Opening of the Escrow Account; (i) Provision of a detailed cost budget which will specify all costs incurred and the incremental costs to be incurred by the Issuer with regard to Identified Security and Other Sold Apartments; (j) Provision of a certificate from a recognized architect and certified copies of the final master plan confirming the FSI area and saleable area of the Identified Security and other sold apartments; (k) Completion of a physical site survey done certifying the land area and providing a survey plan and all major establishments on the project land, marking the site contours and buildings on the project land; (I) Obtaining of all approvals, permissions and corporate authorizations required by the Parties with respect to the transaction contemplated; (m) Completion of financial, legal, tax and technical due diligence to the satisfaction of the Investor on the Issuer and the project land; (n) Modification of existing mortgage, escrow and charge documents to the effect that existing lender shall have no charge on all the receivables/cash flows, movable and immovable assets of the Identified Security, both present and future. (o) Obtaining no-objection certificate from the existing lenders or any other person for the creation of a first charge by way of a mortgage/hypothecation of cashflow on the Identified Security in favour of the Investor; (p) provision of certificate of net worth from the Promoters;



(q) creation and perfection of security by the Issuer and the Promoter in favour of the Debenture Trustee and in accordance with the Definitive Agreements; (r) any other condition precedent recommended by the advisors of the Investor pursuant to the due diligence conducted by them; and (s) the Investor should be satisfied that there has been no, nor is there likely to be an event or events which, individually or in the aggregate, have had, have, or could reasonably be expected to have a material adverse effect on the Issuer, Tuscan Consultants & Developers Private Limited and /or the Promoter/s, to meet any obligations under this Term Sheet. (t) If the Definitive Documents require the Issuer to incorporate alterations to the articles of association and memorandum of association of the Issuer, the Issuer shall, and the parties shall cause the Issuer to, forthwith cause such changes to be incorporated thereto in a manner satisfactory to the Subscriber.
The Issuer shall within: (a) 15 (Fifteen) days from the Allotment Date or the actual date of booking/sale of the units mentioned in Identified Security, inform all such allottees of units of Identified Security, that the cash flows have been maintained in the Escrow Account in favour of the Debenture Trustee and all payments have to be made to be deposited to the Escrow Account only; (b) 30 (Thirty) days from the Allotment Date, complete all other matters as specified in the Definitive Agreements. Further, the Issuer shall, during the tenor of the Debentures, ensure and cause the entire sale proceeds and buy back/ cancellation proceeds from the Identified Security to be deposited into the Escrow Account only or any other arrangement which shall ensure that security cover is not less than 2 times of outstanding
The Definitive Agreements will contain general covenants that are customary in transactions of this nature and will include but not be limited to: (a) sharing of the business plans of the Issuer with the Investor; (b) restrictions on transfer or otherwise dealing with the immovable properties, leasehold land and/ or leasehold rights over the project land, except with the prior written consent of the Investor the procedure for which will be set out in the Definitive Agreements; (c) restrictions on any change in the shareholding of the Issuer; (d) provision of declaration to the effect that in case the actual total development cost exceeds the amount as per the

		approved business plan, without the corresponding increase in the sale price, then the excess amount will be borne by the Promoters instead of the Issuer, unless otherwise approved by the Investor; (e) Issuer will intimate the Investor if there is a possibility of expenses towards the Identified Security exceeding the amount identified in the business plan, as agreed between the parties; (f) No objection certificate from the Investor would be required for any booking of units, as mentioned in Identified Security Identified Security; (g) Issuer will not change the name of the Issuer or its corporate status without approval of the Investor; (h) Issuer confirming and undertaking to adhere to the entire business plan. The business plan shall be shared with the Subscriber and detailed in the Definitive Agreements (i) Confirmation from the Issuer and Parent Company that all liabilities and/or obligations of the Issuer and Parent Company in relation to the Identified Security (whether accrued, absolute, contingent or otherwise, known to the Issuer and Parent Company, and whether due or to become due) have been disclosed to the Subscriber and there are no undisclosed liabilities of any nature.
29.	Additional Rights:	The Investor will have: (a) such information and at such frequency as mentioned in the Definitive Agreements; (b) the right to access the books of accounts and records of the Issuer and visit the Identified Security at regular intervals at the cost of the Investor; and (c) all other rights as may be specified in the Definitive Agreements.
30.	Event(s) of Default	The Definitive Agreements will set out the 'events of default', which are customary for a transaction of this nature. The consequences of an event of default shall be as detailed in the definitive agreements and shall include without limitation rights to the Investor to enforce Security, sell inventory at an Investor determined price, Investor step in rights etc. If the rating of the Debentures falls below the investment grade, it shall considered as an event of default. Without prejudice to the other rights available to the Subscriber under the Definitive Documents, upon the occurrence of any event of default (as may be set out under the Definitive Documents), the Issuer shall pay a default interest in relation to the Debentures at the rate of 5% (five percent) per annum over the Coupon Rate compounded monthly, which includes normal Coupon payable on
	The state of the s	compounded monthly, which includes normal Coupon payable on

		the debentures, for the period commencing from the date on which the event of default has occurred and expiring on the date on which such event of default is cured.
31.	Term and Termination	Unless extended by the Parties, the Term Sheet has to be signed by 31 st October 2016 ("Relevant Date"), otherwise it will be deemed invalid. Subject to approval of the Parties, if the Definitive Agreements are not executed within 30 (Thirty) days from the Relevant Date, the Term Sheet will stand terminated. The issuer agrees to bear all the issue, due diligence and transaction related expenses
32.	Definitive Agreements/Documents (or Transaction Documents)	1. Debenture Trust Deed 2. Debenture Subscription Agreement 3. Mortgage deed 4. Personal Guarantee 5. Corporate Guarantee 6. Shortfall undertaking 7. Escrow Agreement 8. Deed of Hypothecation 9. Share Pledge 10. Power of Attorneys 11. Demand Promissory Note 12. Private Placement Offer Letter by Issuer 13. Application form by Investor to subscribe the Offer 14. Compliance Certificate 15. Any other ancillary document which the Debenture Trustee may deem fit to be included as a Definitive Agreement in relation to the Debentures.
33.	Exclusivity	For 30 (Thirty) business days from the signing of this Term Sheet, neither the Issuer nor any of its shareholders, Promoter, directors, officers, employees or agents will solicit or participate in negotiations or discussions with respect to any proposals or financial offers or regarding the purchase of or investment in any securities or assets of the Issuer, without the prior written consent of the Investor. The Issuer will notify the Investor immediately if it receives any such inquiry or offer. The Parties may mutually decide to extend this time period by an additional 15 (Fifteen) days.
34.	Confidentiality	The Parties acknowledge and agree that the existence and contents of this Term Sheet and all discussions pursuant to it will constitute confidential information and will not be disclosed to any third party without the consent of the other Party, other than to each Party's professional advisors or as required by law. In all such cases each Party will within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such







		portions of the disclosure or filing as may be requested by the other Party.
35.	Amendment	The Parties may amend the terms of this Term Sheet by mutual consent in writing.
36.	Governing Law and Jurisdiction	This Term Sheet will be governed by and construed in accordance with laws of India and each Party agrees to submit to the exclusive jurisdiction of the courts of Mumbai, India.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS TERM SHEET AS OF THE 13 DAY OF OCTOBER 2016

For Indiabulls High Yield

Fund

Name: Ambar Maheshwari Designation: CEO Private

Equity

For Indiabulls India Opportunity Fund

Name: Amit Thakkar Designation: Director For Ozone Homes Private Limited

Name: Mr. Saurav Chosh Designation: General Manager,

Corporate Strategy

Annexure 1

IDENTIFIED INVENTORY OF PROJECT GARDENIA, TOTALLING TO 61, 880 SQ. FT.

SI No	Unit No	Type	Floor	SBA	Terrace area	UDS	Car Park
1	101	Apartment	1	3,640	-	1,029	3
2	102	Apartment	1	3,640		1,029	3
3	201	Apartment	2	3,640		1,029	3
4	204	Apartment	2	3,640	- 2	1,029	3
:5	302	Apartment	3	3,640	-	1,029	3
6	304	Apartment	3	3,640		1,029	3
7	402	Apartment	4	3,640		1,029	3
8	403	Apartment	4	3,640		1,029	3
9	404	Apartment	4	3,640	-	1,029	3
10	501	Apartment	5	3,640	₩.	1,029	3
11	502	Apartment	5	3,640		1,029	3
12	601	Apartment	б	3,640	E.	1,029	3
13	602	Apartment	6	3,640	- 1	1,029	3
14	701	Apartment	7	3,640		1,029	- 3
15	801	Apartment	8	3,640		1,029	3
16	804	Apartment	8	3,640		1,029	3
17	901	Penthouse	9	3,640	498	1,029	3
				61,880	498	17,493	

IDENTIFIED INVENTORY OF PROJECT METROZONE, TOTALLING TO 16, 143 SQ. FT.

Ozone Projects Private Limited

SI No	Unit No	Tower	Floor	Unit Type	SBA in Sq.Ft.	UDS	Car Park
1	P004	P	GF	2BHK - Typical	1,046	286	1
2	N003	N	GF	2BHK - Typical	1,046	286	1
3	N004	N	GF	2BHK - Typical	1,046	286	1
4	AB604	AB	6	3BHK - Regular	1,555	426	2
5	Y603	Υ	6	4BHK - Typical	2,661	729	2
6	C104	С	1	3BHK - Regular	1,555	426	2
7	AC804	AC	8	3BHK - Regular	1,555	426	2
8	F603	F	6	3BHK - Regular	1,555	426	2
9	Y1301	Y	13	3BHK - Typical	2,062	565	2
10	U1202	U	12	3BHK - Typical	2,062	565	2
	TOTAL				16,143	4,420	



