

Date: 21<sup>st</sup> February, 2023

To,  
The Manager - Listing Department  
**BSE Limited**  
1<sup>st</sup> Floor, Phiroze Jeejeebhoy Towers,  
Dalal Street, Fort, Mumbai – 400001

<b>ISIN</b>	INE065I07023
<b>Scrip Code</b>	973382
<b>Scrip ID</b>	733OICPL26

Dear Sir/Madam,

**Subject: Intimation under Regulation 51 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

Pursuant to the approval of the the Board of Directors (“**Board**”) of One International Center Private Limited (the “**Company**”), in its meeting held on 16<sup>th</sup> February, 2023, the Board had decided to alter certain terms and conditions of the redeemable, rated, listed, secured, non-convertible bonds (“**Bonds**”) of the Company (including alteration in the date of the coupon and date of redemption payment of the Bonds and alteration in the rights or privileges of the holders of the Bonds).

Accordingly, the Company has received the approval of IDBI Trusteeship Services Limited (“**Bond Trustee**”) and Deutsche Bank A.G., Mumbai Branch (“**Bond Holders**”) to alter certain terms and conditions of the Bonds issued by the Company, as per Regulation 59 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Basis the approval received from the Bond Holders and the Bond Trustee, the Company will apply to BSE Limited for its approval, in accordance with Regulation 59 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The consents given by the Bond Trustee and Bond Holders are enclosed herewith as Annexure 1 and 2 respectively.

This is for your information and records.

**For One International Center Private Limited**  
*(formerly known as Indiabulls Real Estate Company Private Limited)*

RITU YATENDER VERMA  
Digitally signed by RITU  
YATENDER VERMA  
Date: 2023.02.21  
17:45:53 +05'30'

**Ritu Yatender Verma**  
**Company Secretary and Compliance Officer**

**Place:** Mumbai

**One International Center Private Limited (formerly known as Indiabulls Real Estate Company Private Limited)**

**Registered Office:** 448-451 Indiabulls House, Udyog Vihar Phase V, Gurugram, Haryana, 122016

**Corporate Office:** One International Center, Tower - 1, 10<sup>th</sup> Floor, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Mumbai, Maharashtra - 400013

Telephone: +91 22 68315500 | E-mail: [info@nucleusofficeparks.com](mailto:info@nucleusofficeparks.com) | Website: [www.nucleusofficeparks.com](http://www.nucleusofficeparks.com) | CIN: U70101HR2005PTC077759

CIN : U65991MH2001GOI131154

Ref : 54644/ITSL/OPR/22-23

Date : February 20, 2023

To,

**One International Center Private Limited**

One BKC', C Wing, 407, Plot No. C-66, G Block,

Bandra Kurla Complex, Bandra (E),

Mumbai – 400051, Maharashtra, India

**Email:** Gaurav.malik@nucleusofficeparks.com

**Attention:** Mr. Gaurav Malik

CC:

**Deutsche Bank A.G., Mumbai Branch**

14<sup>th</sup> Floor, The Capital,

C70, G Block, Bandra Kurla Complex,

Mumbai, Maharashtra – 400098, India

**Email:** Sanjeev.bajpai@db.com

**Attention:** Mr. Sanjeev Bajpai

**Sub: Consent and no objection for material modification to certain terms and conditions in relation to the Bonds (as defined below).**

1. This has reference to the bond trust deed dated August 09, 2021 (the “**Bond Trust Deed**”) (as amended and/or restated from time to time) executed between One International Centre Private Limited (the “**Company**”) and IDBI Trusteeship Services Limited (“**Bond Trustee**”), pursuant to which the Company had issued and allotted 4,710 redeemable, listed, rated, secured non-convertible bonds of a nominal value of INR 10,00,000 (Indian Rupees Ten Lakhs only) each on a private placement basis, aggregating to INR 471,00,00,000 (Indian Rupees Four Hundred and Seventy One Crore only) (“**Bonds**”) which were subscribed by Deutsche Bank A.G., Mumbai Branch (“**Bond Holders**”) in full, on the terms and conditions set out in the Bond Trust Deed and other documents in relation to the Bonds.
2. Capitalised terms used but not defined in this letter shall have the meaning ascribed to such terms under the Bond Trust Deed.
3. We further refer to the request letter dated February 17, 2023 issued by the Company for seeking consent and no objection for material modification to certain terms and conditions in relation to the Bonds (“**Request Letter**”) as annexed in Annexure A hereto.



## IDBI Trusteeship Services Ltd.

CIN : U65991MH2001GOI131154



4. We further refer to the consent letter dated February 20, 2023 issued by the Bond Holders providing its consent and no objection to the proposed material modifications as set out in the Request Letter including the amendments and/ or modifications as more particularly set out under the amendments and/or restatement documents in relation to the Bonds.
5. Pursuant to the receipt of consent of the Bond Holders and in accordance with the Bond Trust Deed and the applicable law, including the regulations issued by Securities and Exchange Board of India ("SEBI"), we, IDBI Trusteeship Services Limited, as the Bond Trustee, hereby unconditionally and irrevocably consent to the proposed material modifications as set out in the Request Letter including the amendments and/ or modifications as more particularly set out under the amendments and/or restatement documents in relation to the Bonds.
6. Upon receipt of the approval of the stock exchange (where the Bonds are listed) in accordance with Regulation 59 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the terms and conditions of the Bonds including the terms of the Bond Trust Deed and other Bond documents shall stand amended.

For IDBI Trusteeship Services Limited

A handwritten signature in blue ink is written over a horizontal line. To the right of the signature is a circular blue stamp with some illegible text inside.

(Authorized signatory)

Name: Hiren Kalinani

**Annexure A**

**Copy of the Request Letter**

**ONE**  
INTERNATIONAL  
CENTER

February 17, 2023

To,  
**IDBI Trusteeship Services Limited ("Bond Trustee")**  
Universal Insurance Building, Ground Floor,  
Sir P.M. Road, Fort, Mumbai – 400001  
E-mail: nikhil@idbitrustee.com; gaurav.jeswani@idbitrustee.com  
**Attention:** Mr. Gaurav Jeswani / Mr. Nikhil Lohana

**Deutsche Bank A.G., Mumbai Branch ("Bond Holders")**  
14<sup>th</sup> Floor, The Capital,  
C70, G Block, Bandra Kurla Complex,  
Mumbai, Maharashtra – 400098, India  
Email: Sanjeev.bajpai@db.com

**Attention:** Mr. Sanjeev Bajpai

**Sub: Request for modification and consent from the Bond Trustee and the Bond Holders for materially modifying certain terms and condition in relation to the Bonds (as defined below)**

This has reference to the bond trust deed dated August 09, 2021 (the "**Bond Trust Deed**") (as amended and/or restated from time to time) executed between One International Centre Private Limited (the "**Company**") and the Bond Trustee, pursuant to which the Company had issued and allotted 4,710 redeemable, listed, rated, secured non-convertible bonds of a nominal value of INR 10,00,000 (Indian Rupees Ten Lakhs only) each on a private placement basis, aggregating to INR 471,00,00,000 (Indian Rupees Four Hundred and Seventy One Crore only) ("**Bonds**") which were subscribed by the Bond Holders in full, on the terms and conditions set out in the Bond Trust Deed and other documents in relation to the Bonds.

Capitalised terms used but not defined in this letter shall have the meaning ascribed to such terms under the Bond Trust Deed.

The Bonds (ISIN - INE065107023) were listed on the Bombay Stock Exchange (**BSE**) on August 18, 2021.

We would like to inform you that the Company is proposing to avail a rupee term loan facility for an aggregate principal amount of up to INR 650,00,00,000 (Indian Rupees Six Hundred and Fifty Crore Only) ("**Facility**") from Aditya Birla Finance Limited and Axis Bank Limited ("**Lenders**", which term shall

One International Center Private Limited (formerly known as Indiabulls Real Estate Company Private Limited)  
Registered Office: 448-451 Indiabulls House, Udyog Vihar Phase V, Gurugram, Haryana, 122001  
Corporate Office: One International Center, Tower - 1, 10<sup>th</sup> Floor, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Mumbai,  
Maharashtra - 400013

Telephone: +91 22 68305500 | E-mail: info@nucleusofficeparks.com | Website: www.nucleusofficeparks.com | CIN: U70101HR2005PTC07775

include their transferees, novates and assigns) on the terms and conditions set out in the facility agreement dated February 16, 2023 executed by, *inter alia*, the Company and the Lenders ("Facility Agreement") and other financing documents in relation to the Facility. One of the terms of the Facility Agreement is to create and perfect first ranking *pari passu* charge over all the assets of the Company in relation to the Project (as defined below) and such charge shall be shared with the Bond Trustee (acting for the benefit of the Bond Holders) on a *pari passu* basis.

The Company proposes to materially modify the terms and conditions of the Bonds. The Board of Directors of the Company have accorded its approval for the proposed material modifications on February 16, 2023. Accordingly, we hereby request the Bond Trustee and the Bond Holders to provide their consent and no objections *inter alia* for the proposed material modifications to the terms and conditions of the Bonds as set out below:

- **Security Name:** 9.18%, Fully paid, Secured, Listed, Rated, Redeemable Non-Convertible Bonds
- **Coupon Rate:** 9.18% per annum with monthly servicing. Coupon shall be sum of: a) 3 months T-Bill rate published by Financial Benchmarks India Private Limited; and b) the Margin. Margin percentage will be arrived by reducing the T-Bill Rate prevailing at the end of day of initial drawdown under the Facility from 9.18%. T-Bill Rate to be reset on the following dates every year (i.e., April 30, July 31, October 30 and the date falling on the expiry of 12 months from the date of first disbursement under the Facility and every anniversary thereafter). Margin shall be fixed throughout the tenor of the Bonds. Provided however that the Bond Trustee reserves the right to reset the Margin during the tenure of the Bonds on the occurrence of the following:
  - (i) RBI enhancing the standard provisioning requirements/ risk weightage for banking assets/ similar lending assets only to the extent of the change to compensate for the increased cost incurred, suffered and/or attributable to the relevant Bond Holders;
  - (ii) credit rating of the Company downgrades below "BBB-" (non-investment grade); or
  - (iii) changes in externally prevailing directives of regulatory authorities/ RBI only to the extent of the change to compensate for the increased cost incurred, suffered and/or attributable to the relevant Bond Holders.
- **Coupon Payment Dates:** At the end of each calendar month from April 01, 2023 and until March 31, 2023, the Coupon shall be payable by the Company on a quarterly basis.
- **Coupon payment frequency:** Quarterly, starting from September 30, 2021 till March 31, 2023 and monthly starting from April 01, 2023 till end of the Tenor.
- **Description regarding Security:** A first ranking charge over right, title and interest of the Company over:
  - (i) a registered mortgage on the entire Project and the Project Land, both present and future, together with all structures and appurtenances thereon and thereunder;

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- (ii) a charge on all the movable fixed assets of the Company in relation to the Project (excluding current assets), both present and future;
- (iii) a charge on current assets and receivables of the Company in relation to the Project of whatsoever nature and wherever arising, both present and future; and
- (iv) a charge over the escrow account, surplus account and interest service reserve account (or any account in substitution thereof) and all funds deposited therein from time to time or other securities (if any) representing all amounts credited thereto.

The aforesaid security shall be a first ranking security for the benefit of the Bond Holders and shall be pari passu inter se the Bond Holders and the Lenders.

'Project' shall mean Tower 4 of 'One International Center' located on the Project Land.

'Project Land' shall mean proportionate undivided share of the Company in relation to the Project on the Land.

'Land' shall mean land admeasuring 31, 417.97 square metres (but excluding the land for the parking lot) bearing Final Plot No. 612 and 613 of TPS IV situated at Senapati Bapat Marg, in the Mahim Division in 'G North' Ward, within the Registration District of Town Planning Mumbai."

- **Tenor:** 66 months 5 days from the Deemed Date of Allotment (August 12, 2021)
- **Redemption Date:** The redemption dates are set out in the table below:

Sr. No.	Redemption Date	% of outstanding amount to be redeemed
1	17-Feb-2026	33.33%
2	17-Aug-2026	33.33%
3	17-Feb-2027	33.34%

- **Other terms:** certain other modifications or changes to the existing terms of the Bonds *inter alia* in relation to voluntary redemption of the Bonds, mandatory redemption of the Bonds, events of defaults and certain other undertakings/ covenants as more particularly set out under the amendments and/or restatement documents.

In accordance with Clause 18 (*Modifications and Waivers*) read with Schedule 2 (*Provisions for the meetings of the Bond Holders*) of the Bond Trust Deed, we request the Bond Holders and the Bond Trustee to provide their consent for modifying the material terms of the Bonds and amending and/ or restating the Bond Trust Deed and the other Bond documents.

We request you to the place the above on record.

One International Center Private Limited (formerly known as Indiabulls Real Estate Company Private Limited)  
 Registered Office: 448-451 Indiabulls House, Udyog Vihar Phase V, Gurugram, Haryana, 122001  
 Corporate Office: One International Center, Tower - 1, 10<sup>th</sup> Floor, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Mumbai, Maharashtra - 400013

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We look forward to your consent and no objection to the proposed material modifications as set out in this letter.

For **One International Center Private Limited**



**Prakash Gupta**  
Director

**DIN: 05357983**

**Address: B-9, Sai Minar, Sai Baba Complex,  
Goregaon (East) Mumbai-400063, Maharashtra, India.**

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**IDBI Trusteeship Services Ltd.**

CIN : U65991MH2001GOI131154







February 20, 2023

To,  
**One International Centre Private Limited**  
One BKC, C Wing, 407, Plot No. C-66, G Block,  
Bandra Kurla Complex, Bandra (E),  
Mumbai – 400051, Maharashtra, India

Deutsche Bank AG  
The Capital, 14th Floor,  
C-70 / G Block, Bandra Kurla Complex,  
Bandra East, Mumbai 400051  
Tel +91 (22) 7180 4444

**Email:** Gaurav.malik@nucleusofficeparks.com

**Attention:** Mr. Gaurav Malik

CC:

**IDBI Trusteeship Services Limited**

Universal Insurance Building, Ground Floor,  
Sir P.M. Road, Fort, Mumbai - 400001

**E-mail:** nikhil@idbitrustee.com; gaurav.jeswani@idbitrustee.com

**Attention:** Mr. Gaurav Jeswani / Mr. Nikhil Lohana

**Sub: Consent and no objection for material modification to certain terms and conditions in relation to the Bonds (as defined below).**

1. This has reference to the bond trust deed dated August 09, 2021 (the “**Bond Trust Deed**”) (as amended and/or restated from time to time) executed between One International Centre Private Limited (the “**Company**”) and IDBI Trusteeship Services Limited (“**Bond Trustee**”), pursuant to which the Company had issued and allotted 4,710 redeemable, listed, rated, secured non-convertible bonds of a nominal value of INR 10,00,000 (Indian Rupees Ten Lakhs only) each on a private placement basis, aggregating to INR 471,00,00,000 (Indian Rupees Four Hundred and Seventy One Crore only) (“**Bonds**”) which were subscribed by Deutsche Bank A.G., Mumbai Branch (“**Bond Holders**”) in full, on the terms and conditions set out in the Bond Trust Deed and other documents in relation to the Bonds.
2. Capitalised terms used but not defined in this letter shall have the meaning ascribed to such terms under the Bond Trust Deed.
3. We further refer to the request letter dated February 17, 2023 issued by the Company for seeking consent and no objection for material modification to certain terms and conditions in relation to the Bonds (“**Request Letter**”) as annexed in Annexure A hereto.



4. In accordance with the terms of the Bond Trust Deed and the applicable law, including the regulations issued by Securities and Exchange Board of India (“SEBI”), we, Deutsche Bank A.G., Mumbai Branch, as 100% holders of the Bonds, hereby unconditionally and irrevocably consent to the proposed material modifications as set out in the Request Letter including the amendments and/or modifications as more particularly set out under the amendments and/or restatement documents in relation to the Bonds.
5. Upon receipt of the approval of the stock exchange (where the Bonds are listed) in accordance with Regulation 59 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the terms and conditions of the Bonds including the terms of the Bond Trust Deed and other Bond documents shall stand amended.

**For Deutsche Bank A.G., Mumbai Branch**

Agarwal  
(Authorized signatory)

Name: ANVI AGARWAL



Saboo  
(Authorized signatory)

Name: NILESH SABOO



20 February 2023

## Annexure A

### Copy of the Request Letter



February 17, 2023

To,  
**IDBI Trusteeship Services Limited (“Bond Trustee”)**  
Universal Insurance Building, Ground Floor,  
Sir P.M. Road, Fort, Mumbai – 400001  
**E-mail:** nikhil@idbitrustee.com, gaurav.jeswani@idbitrustee.com  
**Attention:** Mr. Gaurav Jeswani / Mr. Nikhil Lohana

**Deutsche Bank A.G., Mumbai Branch (“Bond Holders”)**  
14<sup>th</sup> Floor, The Capital,  
C70, G Block, Bandra Kurla Complex,  
Mumbai, Maharashtra – 400098, India  
**Email:** Sanjeev.bajpai@db.com

**Attention:** Mr. Sanjeev Bajpai

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We would like to inform you that the Company is proposing to avail a rupee term loan facility for an aggregate principal amount of up to INR 650,00,00,000 (Indian Rupees Six Hundred and Fifty Crore Only) (“**Facility**”) from Aditya Birla Finance Limited and Axis Bank Limited (“**Lenders**”, which term shall

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Maharashtra - 400013

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include their transferees, novates and assigns) on the terms and conditions set out in the facility agreement dated February 16, 2023 executed by, *inter alia*, the Company and the Lenders (“**Facility Agreement**”) and other financing documents in relation to the Facility. One of the terms of the Facility Agreement is to create and perfect first ranking *pari passu* charge over all the assets of the Company in relation to the Project (*as defined below*) and such charge shall be shared with the Bond Trustee (acting for the benefit of the Bond Holders) on a *pari passu* basis.

The Company proposes to materially modify the terms and conditions of the Bonds. The Board of Directors of the Company have accorded its approval for the proposed material modifications on February 16, 2023. Accordingly, we hereby request the Bond Trustee and the Bond Holders to provide their consent and no objections *inter alia* for the proposed material modifications to the terms and conditions of the Bonds as set out below:

- **Security Name:** 9.18%, Fully paid, Secured, Listed, Rated, Redeemable Non-Convertible Bonds
- **Coupon Rate:** 9.18% per annum with monthly servicing. Coupon shall be sum of: a) 3 months T-Bill rate published by Financial Benchmarks India Private Limited; and b) the Margin. Margin percentage will be arrived by reducing the T-Bill Rate prevailing at the end of day of initial drawdown under the Facility from 9.18%. T-Bill Rate to be reset on the following dates every year (i.e., April 30, July 31, October 30 and the date falling on the expiry of 12 months from the date of first disbursement under the Facility and every anniversary thereafter). Margin shall be fixed throughout the tenor of the Bonds. Provided however that the Bond Trustee reserves the right to reset the Margin during the tenure of the Bonds on the occurrence of the following:
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  - (ii) credit rating of the Company downgrades below “BBB-” (non-investment grade); or
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- **Coupon Payment Dates:** At the end of each calendar month from April 01, 2023 and until March 31, 2023, the Coupon shall be payable by the Company on a quarterly basis.
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Maharashtra - 400013

- (ii) a charge on all the movable fixed assets of the Company in relation to the Project (excluding current assets), both present and future;
- (iii) a charge on current assets and receivables of the Company in relation to the Project of whatsoever nature and wherever arising, both present and future; and
- (iv) a charge over the escrow account, surplus account and interest service reserve account (or any account in substitution thereof) and all funds deposited therein from time to time or other securities (if any) representing all amounts credited thereto.

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‘**Project**’ shall mean Tower 4 of ‘One International Center’ located on the Project Land.

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We request you to place the above on record.

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 Corporate Office: One International Center, Tower - 1, 10<sup>th</sup> Floor, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Mumbai, Maharashtra - 400013

We look forward to your consent and no objection to the proposed material modifications as set out in this letter.

For **One International Center Private Limited**



**Prakash Gupta**

**Director**

**DIN: 05357983**

**Address:** B-9, Sai Minar, Sai Baba Complex,  
Goregaon (East) Mumbai-400063, Maharashtra, India.

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