

Date: April 02, 2024

To,
The Manager – Listing Department
BSE Limited
1st Floor, Phiroze Jeejeebhoy Towers,
Dalal Street, Fort, Mumbai– 400001

ISIN	INE065I07031
Scrip Code	973382
Scrip ID	918OICPL27

Dear Sir/Madam,

Subject: Intimation under (i) Regulation 15(7) of the Securities and Exchange Board of India (Issue and listing of Non-Convertible Securities) Regulations, 2021; (ii) Regulation 51 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 (“Listing Regulations”)

- We refer to the issuance of 4,710 rated, listed, redeemable, secured non-convertible bonds (“**Bonds**”) issued pursuant to the bond trust deed dated August 9, 2021 (“**Original Bond Trust Deed**”), as amended and restated pursuant to an amendment and restatement deed dated March 13, 2023 (“**Amended and Restated Bond Trust Deed**”) executed between One International Center Private Limited (“**Company**”) and IDBI Trusteeship Services Limited (collectively the Original Bond Trust Deed and Amended and Restated Bond Trust Deed are referred to as the “**Bond Trust Deed**”).
- Pursuant to the provisions of Regulation 51 of the Listing Regulations and Regulation 15(7) of Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, we hereby inform you that the Company in its Board Meeting held today i.e, Tuesday, April 02, 2024 has decided to exercise its early redemption right in respect of the Bonds and the details are as follows:

Name of the Issuer	Scrip ID	ISIN	The nominal value of each Bond which shall be redeemed	Early redemption exercise period	Payment Date for early redemption
One International Center Private Limited	918OICPL27	INE065I07031	INR 5,30,785.563	April 23, 2024 – April 25, 2024	April 25, 2024

- Further in compliance with Regulation 15(6) of Securities and Exchange Board of India (Issue and listing of Non-Convertible Securities) Regulations, 2015, a notice to this effect has been given to IDBI Trusteeship Services Limited as the bond trustee for the Bonds and the holders of the Bonds intimating the Company's intent of redeeming the said Bonds (in full) on April 25, 2024. The early redemption notice issued to the Bond Trustee and Bond Holders is attached herewith as **Annexure I**.

This is for your information and records.

Thanking You,

For One International Center Private Limited

Neha Wason
Company Secretary and Compliance Officer

CONFIRMATION REQUEST LETTER

April 2, 2024

To:

Deutsche Bank A.G

Deutsche Bank House, Hazarimal Somani Marg
Fort Mumbai
Mumbai – 400001

Attention: Mr. Nilesh Saboo / Abhishek Bansal

and

IDBI Trusteeship Services Limited

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

Re: Issue of 4710 rated, listed redeemable, secured non-convertible bonds issued pursuant to the bond trust deed dated August 9, 2021 (“Original Bond Trust Deed”), as amended and restated pursuant to an amendment and restatement deed dated March 13, 2023 (“Amended and Restated Bond Trust Deed”) executed between One International Center Private Limited (“Company”) and IDBI Trusteeship Services Limited (the “Bond Trust Deed”)

1. We refer to the issuance of 4710 rated, listed redeemable, secured non-convertible bonds issued by the Company and subscribed to by Deutsche Bank A.G (“**Existing Bond Holder**”) pursuant to the Bond Trust Deed executed between the Company and IDBI Trusteeship Services Limited (“**Existing Bonds**”).
2. The Company is in the process of availing financial assistance (“**New Facility**”) from one or more persons (collectively the “**New Creditors**”) on the terms and conditions to be agreed between the New Creditors and the Company, for the purpose of, *inter alia*, redeeming the outstanding principal amount together with accrued interest thereon in full and final settlement of the Existing Bonds.
3. In this regard, please note that we have provided the Existing Bond Holder, a right of first offer vide our email dated February 20, 2024, in terms of Paragraph 1.18 (I) (*Affirmative Covenants*) of Schedule 4 (*Covenants and Undertakings*) of the Bond Trust Deed and as you are aware the Company and the Existing Bond Holder has agreed that the Company may avail the New Facility from the New Creditors.
4. The New Facility is proposed to be secured by the Company by an encumbrance over *inter alia*:
 - (a) Tower 4 of ‘One International Center’ situated on land admeasuring 31, 417.97 square metres (*but excluding the land for the separate public parking lot building for Municipal Corporation of Greater Mumbai (MCGM) situated on land admeasuring 90,687.99 square metres on Final Plot No.612, 613 of TPS -4 situated at Senapati Bapat Marg, in the Mahim Division in ‘G North’ Ward, within the Registration District of Town Planning Mumbai*) 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 (“**Project**”);
 - (b) all the movable fixed assets of the Company in relation to the Project, in each case both present and future;
 - (c) current assets and rent receivables of the Company in relation to the Project of whatsoever nature and wherever arising, in each case both present and future; and

One International Center Private Limited

Registered Office: One International Center, Tower - 1, Plot No. 612-613, Senapati Bapat Marg, Elphinstone Road, Delisle Road, Mumbai - 400013, Maharashtra, India

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(d) certain bank accounts of the Company into which the lease rentals in relation to the Project will be deposited and the debt service reserve account to be maintained in connection with the New Facility.

(together the “**Secured Assets**”).

5. The Secured Assets are currently secured for the benefit of the Existing Bond Holder in connection with the Existing Bonds (“**Existing Security**”).
6. Please note that the encumbrance over the Secured Assets to secure the New Facility shall become effective immediately upon redemption of Existing Bonds by the Company in full.
7. We propose to redeem the Existing Bonds in full on April 25, 2024 without payment of any Break Costs (*as defined in the Bond Trust Deed*) or any prepayment penalty (howsoever described).
8. We request you to kindly confirm the following in the format annexed hereto, as early as possible:
 - (a) the Company borrowing further amounts pursuant to the New Facility and utilizing, *inter alia*, the proceeds of the New Facility to redeem the Existing Bonds in full, without any Break Costs or prepayment penalty (howsoever described);
 - (b) release of the Existing Security upon redemption of the Existing Bonds in full;
 - (c) termination of all contractual and escrow arrangements governing any bank accounts of the Company (as amended from time to time) executed pursuant to the Existing Bonds (upon redemption of the Existing Bonds in full); and
 - (d) the Company to do all other acts and deeds and execute all other documents, forms and instruments as may be required in connection with the New Facility.

For and on behalf of **One International Center Private Limited**



Authorised Signatory



CONDITIONAL NO – OBJECTION LETTER

To:

One International Center Private Limited

One International Center Tower-1
Plot No. 612-613, Senapati Bapat Marg
Elphinstone Road, Delise Road
Mumbai 400013
Maharashtra, India

With a copy to:

IDBI Trusteeship Services Limited

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

With a copy to:

Deutsche Bank A.G.

Deutsche Bank House, Hazarimal Somani Marg
Fort Mumbai
Mumbai – 400001

Attention: Mr. Sunil Kumar Tibra

Re: Issue of 4710 rated, listed redeemable, secured non-convertible bonds issued pursuant to the amended and restated bond trust deed dated March 13, 2023 between One International Center Private Limited (“Company”) and IDBI Trusteeship Services Limited (the “Bond Trustee”) (the “Bond Trust Deed”).

1. We refer to the Company’s letter dated April 2, 2024 requesting our confirmation for, *inter alia*, redemption of the Existing Bonds in full (“Request Letter”). Terms defined in the Request Letter shall have the same meaning in this letter.
2. We confirm that the total outstanding, which are due and payable to us in relation to and towards the full and final settlement of the Existing Bonds as on April 25, 2024 (the “Original Prepayment Date”) is Rs [●] (consisting of an aggregate principal amount of INR [●], interest amounts of INR [●] and INR [●] towards applicable costs, charges or expenses due (in terms of the Bond Trust Deed), if any) or in the event the prepayment is made after the Original Prepayment Date, the total outstanding calculated as per the terms of the Bond Trust Deed and as communicated by us on your written request, each referred to as the “Early Redemption Amount”. We hereby waive and confirm that no Break Costs or prepayment penalty (howsoever described) shall be payable by the Company in connection with the redemption of the Existing Bonds (in full) in the event the Early Redemption Amount is deposited in the bank account referred to in paragraph 4 below (“Bank Account”) on or before the Original Prepayment Date.
3. We hereby also unanimously confirm that on the date on which the Company deposits (or causes to be deposited) the Early Redemption Amount in full in the Bank Account (“Prepayment Date”):
 - (a) we shall issue and/or cause the Bond Trustee to issue a no-dues certificate confirming the full and final settlement of the Existing Bonds by the Company within 3 business days from Prepayment Date;



- (b) all the Existing Security, shall forthwith stand released and extinguished and, notwithstanding anything to the contrary in the Bond Trust Deed or any other instrument, on and from the Prepayment Date, the Existing Security shall no longer be available as security for any of the Existing Bonds and all assets of the Company forming part of the Existing Security will be free and discharged from all encumbrances, claims, demands and liabilities from us or any other person acting for our benefit or on our behalf in relation to the Existing Bonds. We shall accordingly release or cause to release the Existing Security, without the need for any further action or consent, within 5 business days from the Prepayment Date; and
- (c) all existing contractual or escrow arrangements governing any bank accounts (as amended) shall forthwith stand terminated and neither we nor any other person acting for our benefit or on our behalf shall have any rights, title, interest, benefits, claims or demands in, to and under such bank accounts and escrow arrangements upon the Early Redemption Amount being deposited in full in the Bank Account on the Prepayment Date.

4. The bank account in which the relevant Early Redemption Amount (in full) should be deposited by the Company is as follows:

Beneficiary Name	[●]
Account No.	[●]
Account Name	[●]
Bank	[●]
Account Type	[●]
IFS Code	[●]

5. This conditional no-objection shall not impair or affect rights, powers or remedies of the Bond Holders under any Bond Documents (including the Bond Trust Deed), or Applicable Law, that in each case have accrued prior to the Prepayment Date all of which remain and shall continue in full force and effect.
6. We shall not raise any claim for payment of any monies due in respect of the Existing Bonds or in relation to the Existing Security provided that the Early Redemption Amount being deposited in full in the Bank Account on the Prepayment Date.

Yours sincerely,

For and on behalf of **Deutsche Bank A.G.**

Authorised Signatory