

Registered Office: Second Floor, M E S Building, Kaloor, Kochi, Ernakulam, Kerala, India - 682017
Tel: 0484 6714800, **Fax:** 0484 6714820, **Email:** inditrade@inditrade.com
CIN: L67120KL1994PLC008265

06th November, 2020

Manager
Department of Corporate Services
BSE Limited,
1st Floor, Dept of Corporate Services,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400001

Scrip Code: 532745

Dear Sir(s),

Sub: Execution of Term Sheet by the Company and Others

Ref: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015

It is hereby informed that the Company, along with its subsidiary, Inditrade Derivatives & Commodities Limited (IDCL) having CIN U66010KL1996PLC010093 has signed a Non-binding Term Sheet with Inthree Access Services Private Limited (IASPL) having CIN:U52100TN2013PTC090074 and Mr. N Karthik, Mr. H Narayanan and Mr. R Ramanathan, on 5th November, 2020 in connection with a proposal for carrying out a retail distribution business of various consumer products, in IDCL.

The details as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. CIR/CFD/CMD4/2015 dated 9th September 2015, have been set out at **Annexure-A** to this letter.

You are requested to take the same on your records.

Thanking You,

Yours Faithfully,

For Inditrade Capital Limited



Vinod Mohan
Company Secretary cum Compliance Officer



Encl.:A/a

Annexure-A

Sr. No	Particulars of Event(s)	Details
(1)	Name(s) of parties with whom the agreement is entered;	Inditrade Derivatives & Commodities Ltd (IDCL), and Inthree Access Services Private Limited (IASPL) along with Mr. N Karthik, Mr. H Narayanan and Mr. R Ramanathan (Confirming Parties)
(2)	Purpose of entering into the agreement;	Retail distribution of various consumer products in IDCL
(3)	Size of agreement;	N.A.
(4)	Shareholding, if any, in the entity with whom the agreement is executed;	Nil
(5)	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	<p>a. Carry out the business of retail distribution of various consumer products and hire a business team accordingly.</p> <p>b. IASPL shall assign the Trademarks namely 'Boonbox' 'Worthit' and 'Brightanagle' along with their underlying rights against a consideration amount of Rs.10 lakhs.</p> <p>c. Development of a customized software based digital distribution platform for IDCL by IASPL for a consideration of Rs.4.90 crore and 25% equity shareholding in IDCL on completion.</p> <p>d. Create an Employee stock option plan and grant options upto 5% of the total equity shares of IDCL to employees of IDCL subject to necessary approvals and conditions.</p>
(6)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	IDCL is a Subsidiary of Inditrade Capital Limited (ICL). IASPL and the other Confirming Parties are not related to ICL or IDCL.
(7)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	N.A.
(8)	In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A.
(9)	In case of loan agreements, details of lender, nature of the loan, total amount of loan	N.A.



	granted, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders for such loan;	
(10)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc;	N.A.
(11)	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	N.A.

