

Draft Non-Binding Term Sheet

It is expressly understood that this term sheet is indicative and the Transaction contemplated herein is subject to detailed due diligence, including detailed review of the management team, definitive documentation, receipt of all necessary internal, creditor, shareholder and regulatory approvals and satisfaction/waiver of all conditions precedent contained in the definitive documents. The terms of governance outlined below are to be viewed in this context and are merely indicative and will be subject to modification subsequent to due diligence conducted by the Investor.

Nothing contained herein shall constitute an offer to buy or sell the securities described in this Term Sheet, and this Term Sheet is not intended to create a binding agreement, except that the obligations of the Parties set forth in paragraphs captioned "Confidentiality", "Expenses", "Exclusivity", "Non-Binding Effect" and "Governing Law" shall be binding obligations of the Parties and shall survive the termination or expiration of this Term Sheet. Except as provided in the previous sentence, neither Party has any obligation with respect to the Transaction contemplated by this Term Sheet unless and until the Parties execute appropriate mutually acceptable binding and definitive agreements ("Definitive Agreements").

Notwithstanding anything to the contrary, any obligations of the Investor to complete or provide funding for any transaction, whether contemplated herein or otherwise, are subject to its internal or third party approvals (required if any) having been obtained, and the parties having negotiated, approved, executed and delivered the Definitive Agreements and the conditions precedent set forth therein having been satisfied or waived.

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Issuer	Maharishi Ayurveda Products Private Limited ("MAPPL" or "Company")
Investor	UTI Capital and/or its affiliates or nominees including funds managed by UTI Capital and/or its affiliates.
Promoters	Anand P Shrivastava, Pragya Shrivastava, Ram Shrivastava, Richa Shrivastava, Age of Enlightenment Publications, Golden Glades Limited
Investment Amount	INR 50.00 crores in the form of unlisted, rated, secured non-convertible debentures in two tranches (the following split-up is based on the disbursement on August 23, 2018). The exact split-up may have a minor change based on actual date of allotment): <ol style="list-style-type: none"> 1. INR 48.00 Cr in Tranche 1 2. INR 2.00 Cr green shoe tranche 2 based in investor discretion
Disbursement Schedule	To be disbursed in a single tranche upon Closing.
Tenor	4.5 years from investment
Rating	All or part of the debentures to be rated by a rating agency acceptable to Investor
Use of proceeds (of Tranche 1)	<ol style="list-style-type: none"> 1. towards repayment of Religare Finvest Limited loan to MAPPL and Promoters 2. towards working capital of MAPPL 3. towards first interest amount till 31st December 2018 4. towards DSRA 5. towards Upfront Interest Fees (6.3%)
Interest	For first year (till 30 th September 2019), 10% per annum compounding monthly, paid in advance at the beginning of every quarter (first interest payment paid in advance for the period from date of allotment and December 31 2019). Subsequently, 15% per annum compounding monthly, paid in advance at the beginning of every quarter Additional upfront one-time interest of 6.3%
Redemption Premium	Redemption Premium means an amount required to achieve an additional return equivalent to 10% (ten percent) of the Average Annual Net Sales Growth Rate of the Company ('Redemption Premium Rate'), subject to a maximum of 1% (one percent) per annum compounding monthly. For any reference date, the Average Annual Net Sales Growth Rate will be calculated as average of all net sales (consolidated) YOY growth rates of available till date from FY18 onwards and management estimate of the growth rate in the current financial year (projected). Any negative YOY growth rate will be taken as 0% for calculation purposes.
Repayment Structure	<ul style="list-style-type: none"> ▪ Principal moratorium of 48 months ▪ Outstanding principal to be repaid in 6 monthly instalments after principal moratorium.
Security	<ul style="list-style-type: none"> ▪ Exclusive first charge on Mortgage of all current and future fixed and current assets of MAPPL. ▪ Exclusive first charge on Mortgage of following fixed assets (2.9x cover): <ul style="list-style-type: none"> ○ Residential land and buildings at A-214, 215 in New Friends Colony (A-215 will be released upon principal repayment of INR 25 Cr) ○ Commercial property at Banjara Hills Hyderabad ○ School and Commercial land and building at Jabalpur, MP ▪ Hypothecation of all receivables arising out of sale of or the development agreement of the Behror land owned by the Promoters ▪ Pledge of 51% shares of the Issuer. ▪ Personal and Corporate Guarantees of Promoters ▪ Demand promissory note from the Issuer ▪ Exclusive charge over DSRA and Escrow Account
Use of INR 12.5 Cr Proceeds from Golden Glades	<ul style="list-style-type: none"> ▪ INR 2.5 Cr, that is expected to be received by August 2018, to be used by promoter at its discretion ▪ INR 10 Cr, that is expected to be received by December 2018, to be used as follows:

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	<ul style="list-style-type: none"> ○ INR 5 Cr towards mandatory pre-payment towards interest and principal. ○ INR 5 Cr may be received to the Company for Working Capital purposes based on investor discretion.
Escrow Account	<p>All income of MAPPL to be deposited in an Escrow Account. Proceeds from the Escrow Account shall be utilized as follows:</p> <ul style="list-style-type: none"> ▪ First, towards any overdue amounts of this Investment ▪ Second, towards top up of DSRA, if required ▪ Third, towards interest or principal due during the quarter ▪ The balance shall be released to the Issuer for its general corporate purposes <p>In the Event of Default, 100% of the proceeds in Escrow Account shall be utilized towards prepayment of the Investment.</p> <p>If there is a shortfall in the Escrow Account towards amounts due during the relevant quarter, then the same shall be made good by the Issuer from its own sources or by the Promoters from their own sources.</p> <p>Behror receivables shall also be deposited in a designated escrow account.</p>
Prepayment	<p>No voluntary prepayment permitted in 1st year. After 1 year, voluntary prepayment is permitted with a 2% penalty in year 2, 1% penalty in year 3 and 0.5% thereafter subject to 1 quarter notice.</p> <p>Recovery of Long Term Loans and Advances given by MAPPL to related parties and Inter Company Loans and Advances, totalling to 46.22cr as on March 31, 2018, shall be utilized towards mandatory prepayment of the Investment without any penalty. Collections from the development agreement for Behror land or sale of Behror land shall be utilized towards mandatory prepayment of the Investment without any penalty</p>
Debt Service Reserve Account ("DSRA")	<p>The Company shall maintain a DSRA charged to the Investor consisting of the upcoming 3 months of obligations due (Interest + Principal + Redemption Premium) towards the Investment Amount in the immediate quarter. The Company to also maintain Debenture Redemption Reserve in accordance with the terms of the Companies Act, 2013.</p>
Conditions Precedent	<ul style="list-style-type: none"> ▪ NOC from each lender of the Company, if required as per their financing agreements, for issuance of Debentures to the Investor and for transactions contemplated under the Definitive Agreements ▪ Issuer to provide post-dated cheques covering all instalments of the Investment and an undated cheque for the entire Investment Amount + Interest + Redemption Premium (marked as "Not Exceeding ____") ▪ Completion of legal, financial and business due diligence of the Issuer, and valuation of Security, satisfactory to the Investor ▪ Receipt of Investor's internal approvals ▪ Receipt of certified true copy of the board resolution and relevant corporate authorizations of the Company ▪ Non-occurrence of an Event of Default at the time of investment ▪ Any other Conditions Precedent as specified by Investor
Conditions Subsequent	<ul style="list-style-type: none"> ▪ Perfection of charge including statutory filings with regulatory authorities. ▪ End use certificate from reputed chartered accountant within 30 days from the Closing. ▪ Any other conditions as specified by Investor.
Information and Board Representation Rights	<p>Company will share the following with the Investor:</p> <ul style="list-style-type: none"> ▪ Audited annual and unaudited quarterly financial statements of Company

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	<ul style="list-style-type: none"> ▪ Any MIS information reasonably requested by Investor. [Need to agree on MIS format and frequency of submission of such MIS - to be discussed and finalized on definitive documentation stage based on DD] ▪ Details of any litigation, arbitration or administrative proceedings against any of the Promoters, senior management personnel or Company, which are current, threatened or pending and which have or might, if adversely determined, have a material adverse effect; ▪ Any change in authorised signatories of the Company ▪ Investor shall have a right to board representation on the board of directors of Issuer in the Event of Default and Observer rights otherwise. ▪ Any other information / approval matters included in such financing transactions
Affirmative Rights	Customary affirmative rights, including investor approval required for further borrowing, capital expenditure, related party transactions shall be included in the Definitive Agreements.
Business Plan	<p>Investor and the Company to agree on an 'Initial Business Plan' for the tenor of the Investment with yearly and quarterly split-up. Subsequently, the company to take Investor's approval for the yearly business plan with quarterly split-up if the annual business plan differs from the one in the 'Initial Business Plan.</p> <p>A negative deviation more than 5% from the Business Plan, or alterations, shall be construed as a breach and shall be EOD, unless approved by Majority Debenture Holders.</p> <p>Investor and the Company shall also agree on a development and sales plan, including minimum amount to be sold per annum and minimum sale price, for the Behror land which shall form part of the Business Plan.</p>
Representation & Warranties	Representations, warranties and indemnities customary and appropriate for a transaction of this type (including in relation to the business and operations of the Company and its subsidiaries) will be provided by the Promoters and the Company
Exclusivity	Investor requests and the Company and the Promoters agree to an exclusivity period of 60 days commencing from the date of this Term Sheet (the "Exclusivity Period"), during which the Investor and its advisors will conduct due diligence on the Company and negotiate transaction documents with the Company and the Promoters.
Transaction Expenses	<ul style="list-style-type: none"> ▪ The Company shall bear the cost of conducting business, financial and legal due diligence, valuation of security collateral and documentation. ▪ All taxes and duties, including stamp duty and transfer charges, relating to the Investment shall be borne by the Issuer. All payments made by the Issuer to the Investor shall be free and clear of all present and future taxes, duties, levies, charges or deductions of any kind except for statutory tax deduction at source.
Non - Binding Effect	Notwithstanding any other provision of this Term Sheet, none of the provisions of this Term Sheet are intended to be or shall be construed in any way as constituting a legally binding contract or have any other legally binding effect of any nature other than the provisions of clauses: "Exclusivity", "Transaction Expenses", "Non-Binding Effect" and "Governing Law", which shall be legally binding on the Parties
Event of Default	<p>The transaction documents shall have Events of Default, along with cure periods (to be discussed at the time of documentation) if applicable, customary for a transaction of such nature. Events of Default shall include, but not be limited to,</p> <ul style="list-style-type: none"> ▪ Delay in payment of coupon interest, accrued interest (including redemption premium) and principal ▪ Non-approval of or material deviations from or unapproved modifications to the Business Plan ▪ Any default in any credit facility or credit obligation of Issuer or the Promoters.

	<ul style="list-style-type: none"> ▪ Any bank reporting the Issuer or the Promoters or its SPVs as an SMA or NPA or any credit rating downgrade to below B equivalent ▪ Breach of representations and warranties, covenants, misrepresentations, wilful default or fraudulent act by the Company and the Promoters ▪ Any creditor initiating bankruptcy, dissolution, insolvency, liquidation or winding up proceedings in relation to the Issuer and Promoter. ▪ It is or becomes unlawful for the Issuer to perform any of its obligations under any Definitive Agreements to which it is a party, subject to severability clause contained in the Definitive Agreement. ▪ Any material adverse change in the business conditions or operations of Company ▪ Non maintenance of, or shortfall in, DSRA ▪ Utilization of proceeds in Company operating account not in accordance with Business Plan or as pre-approved by Investor <p>In addition to other remedies, in the Event of Default, there shall be a Default interest rate applicable of 1.25% per quarter compounding monthly from the date of default till such default continues and Investor shall have the right to demand immediate repayment of the entire amount outstanding. Further, Investor shall have the power of attorney to sell all or part of the Promoter's share of Behror land to buyer(s) of its choosing at a price of its choosing in order to recover its investment.</p>
Governing Law	<p>This Term Sheet shall be governed by Indian law. All disputes or claims arising out of or in connection with or relating to the binding provisions of this Term Sheet, or the breach, termination or invalidity hereof, shall be finally settled by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996, under the Arbitration Rules. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Mumbai.</p> <p>If any Dispute arises between the parties hereto, the disputing party by way of notice may refer such Dispute. The parties hereto shall mutually within 14 days of the issue of notice by the disputing party appoint a sole arbitrator to resolve the Dispute. If the parties fail to appoint a sole arbitrator, either party may approach the court having jurisdiction to appoint the sole arbitrator. The award rendered in any arbitration commenced hereunder shall be final and conclusive and judgement thereon may be entered in any court having jurisdiction for its enforcement. The arbitrator shall decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the parties) incurred in the arbitration</p>

Signed for Issuer

Name:

Date:

[Signature] 22/08/18

Signed for Promoters

Name:

Date:

[Signature] 22/08/18

Signed for Investor

Name:

Date:

[Signature]
16/8/18

Private & Confidential

UTI Structured Debt Opportunities Fund I