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Annexure A1 - Terms of Series A2 NCDs

The Series A2 NCDs shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the Securities Subscription Agreement dated June 18, 2020 ("**Securities Subscription Agreement**").

I. Face Value

Each Series A2 NCDs shall be of a face value of INR 10,00,000 (Indian Rupees Ten Lakhs only).

II. Tenure

The tenure of the Series A2 NCDs shall be mutually decided at the time of issuance of the Series A2 NCDs, provided however that the tenure shall not extend beyond the Term of Series A1 Debentures.

III. Voting Rights

The Series A2 NCDs shall not have any voting rights.

IV. Security

The Series A2 NCDs shall be secured by the Security in the manner prescribed under the Securities Subscription Agreement. The specific terms and conditions of the Security Interest created on the Hypothecated Properties in favor of the Debenture Trustee are set forth in the Security Documents.

V. Interest

Each Series A2 NCDs shall be entitled to Interest as per the Interest Rate. The Interest shall be payable at monthly rests on the last day of each month.

VI. Redemption of Series A2 NCDs

The Series A2 NCDs shall be redeemed on the Principal Payment Dates in accordance with the redemption schedule, as maybe mutually agreed between the Parties prior to the Second Closing Date, provided however that all Series A2 NCDs shall be redeemed in full within the Term.

VII. Transferability

HELLA INFRA MARKET LTD

CIN NO.: U45309MH2016PLC283737



69 A/3 Brindavan Society,
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Debenture Holders can transfer Series A2 NCDs in accordance with the terms of the Securities Subscription Agreement.

VIII. Penal Interest

In the event of occurrence of an Event of Default, the Company shall be liable to pay the Penal Interest over and above the Interest Rate (computed from the date of occurrence of such Event of Default) from the date of occurrence of the Event of Default till the date it is cured and/or until the Secured Obligations have been fully discharged by the Obligors.

IX. Prepayment Premium

- (a) The Company shall not have a right to prepay the Series A2 NCDs before expiry of 18 (eighteen) months from the Second Closing Date.
- (b) Subject to sub-paragraph (a) above, the Company may prepay the Series A2 NCDs after giving 10 (ten) days advance notice in writing to the Debenture Trustee and the Debenture Holders.
- (c) Subject to sub-paragraph (a) and (b) above, prepayment for redemption of the Series A2 NCDs at any time after the expiry of the 18 (eighteen) months from the Second Closing Date shall carry a Prepayment Premium at the rate of 2% (two percent) on the outstanding Principal Amount of Series A2 NCDs.

X. General Covenant

The Company covenants with the Subscriber that it shall pay to the Debenture Holders the Principal Amount due on the scheduled Principal Payment Date, Interest, Penal Interest (if applicable), on the Series A2 NCDs as stipulated and in accordance with the terms of the Securities Subscription Agreement and other Transaction Documents.

Redemption of Series A2 NCDs shall be proportionate to the investment made by each Debenture Holder.

XI. Business Day Convention

On each Due Date, the Company shall, and the Obligors shall cause the Company to, pay, without any notice or demand from the Debenture Holders / Debenture Trustee, the Amount Due, including the Principal Amounts, Interest, Penal Interest, on the Series A2 NCDs which is due and payable on such Due Date.

If the Due Date in respect of any Amount Due payable on the Series A2 NCDs under the

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Securities Subscription Agreement falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Due Date for such payment.

XII. Variation

The Debenture Trustee, the Company and the Promoter may, at any time, mutually agree to change / modify the terms of the Series A2 NCDs, if required.

For **Hella Infra Market Limited**



Name : Souvik Pulakesh Sengupta
Designation : Director
DIN : 07248395
Place : Thane, Maharashtra
Date : July 23, 2020

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