

Brookfield Properties

LIST OF ALLOTEES

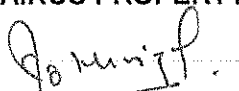
Table A

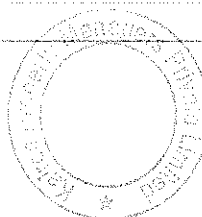
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| Name Of the Company | Kairos Property Managers Private Limited |
| Date of Allotment | October 22, 2021 |
| Type of Securities allotted | Unlisted, unsecured, redeemable Non-Convertible Debentures |
| Nominal amount per security (in Rs.) | 1,00,000/- |
| Premium/ (Discount) amount per security (in Rs.) | Nil |
| Total number of allottees | 1 |
| Terms | As per Annexure 1 |

Table B (List of allottees, applicable in case of allotment of securities payable in cash)

| Name & occupation of allottee | Address of the allottee | Nationality | Number of securities allotted | Total amount paid (including premium in Rs.) | Total amount to be paid on calls (including premium) outstanding(in Rs.) |
|--|--|-------------|-------------------------------|--|--|
| Project Diamond FPI Holdings (DIFC) Limited PAN: AALCP8423C Occupation: NA Email: ashwath.vikram@brookfield.com | Unit 02, Level 16, ICD Brookfield Place, Dubai International Financial Centre, Dubai, United Arab Emirates | Dubai | 10 | Rs. 10,00,000 (Rupees Ten Lakhs only) | N.A. |

For KAIROS PROPERTY MANAGERS PRIVATE LIMITED


SANGEETA POKHRIYAL
COMPANY SECRETARY
MEMBERSHIP NO: A26048
ADDRESS: TOWER 5A, CANDOR OFFICE PARKS,
TIKRI, SECTOR 48, GURGAON-122018, HARYANA



KAIROS PROPERTY MANAGERS PRIVATE LIMITED

Registered Address: 401 & 402, 4th Floor, Delphi A, Orchard Avenue, Powai, Mumbai - 400076.

T: +022 49458800, 022 68457900 E: kairos.legal@brookfield.com W: www.kairosproperty.co.in CIN: U74999MH2017PTC292512

ANNEXURE 1: NON-CONVERTIBLE DEBENTURE TERMS

Terms of the Non-Convertible Debentures ("NCDs") allotted by Kairos Property Managers Private Limited ("Company")

1. Terms of Subscription of Non-Convertible Debentures

- 1.1. The Subscriber shall subscribe to the Non-Convertible Debentures to be issued by the Company on a private placement basis upon payment of Debenture Subscription Amount and the Company shall allot the Non-Convertible Debentures on Completion. The Non-Convertible Debentures shall be issued in dematerialised form and the Company shall credit the depository participant account of the Subscriber held with a depository participant, at the cost and expense to be borne by the Company.
- 1.2. The Non-Convertible Debentures are non- marketable. The Company does not intend to and shall not list the Non-Convertible Debentures on any recognised stock exchange in or outside India.

2. Payment of Interest

- 2.1. Subject to Applicable Laws, the Company shall pay to the Subscriber interest on the face value of each Non-Convertible Debentures at the rate of 12% (Twelve percent) per annum compounded annually (or any such arm's length rate as may be mutually acceptable to the Subscriber and the Board of Directors of the Company) and shall become due at the end of each financial year("Interest").
- 2.2. Such Interest shall accrue annually and shall become payable only on availability of Free Cash Flow for payment of Interest. In the event Free Cash Flows are lower than the calculated Interest for a particular period, the same will be accumulated and shall accrue and be paid from Free Cash Flows of subsequent periods.

For the purpose of this Clause, "Free Cash Flows" means surplus cash available with the Company after discharging all its known liabilities arising in the ordinary course of business (including any taxes) and before payment of any dividend to the shareholders.

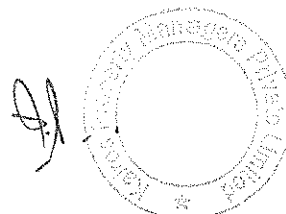
The Free Cash Flows shall be exclusively determined by the Board of the Company and their decision in this respect shall be final. It shall be the prerogative of the Board of the Company to determine the date and quantum of Interest to be paid to the Subscriber considering the Free Cash Flows of the Company.

- 2.3. Interest and other charges shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and a year of 365 (Three Hundred and Sixty Five) days.
- 2.4. Any Interest accrued and due on the Non-Convertible Debentures up to the date of redemption of Non-Convertible Debentures shall be payable along with the redemption proceeds.
- 2.5. All payments to be made by the Company to the Subscriber under the Non-Convertible Debenture Terms shall be made to the Subscriber or such other place(s) or to such other accounts(s) as the Subscriber may notify to the Company.

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3. Purpose

The proceeds of the Non-Convertible Debentures shall be used for acquisition of shares and other general corporate purpose/working capital requirement. Provided however that the proceeds of the Non-Convertible Debentures shall be not utilised for investment in real estate business, capital markets and purchase of land and for any other purpose prohibited by RBI.

4. Security

The Non-Convertible Debentures shall be unsecured.

5. Tenure

The tenure of the Non-Convertible Debentures shall be 10 (ten) years from the date of the issuance of the Non-Convertible Debentures ("Tenure").

6. Redemption

The Non-Convertible Debentures shall be redeemed by the Company at par together with Interest accrued and due and all other monies payable in relation to the Non-Convertible Debentures either at the option of the Subscriber or the Company. If the Non-Convertible Debentures are not redeemed earlier, the Non-Convertible Debentures shall be compulsorily redeemed at the end of the Tenure.

7. Tax

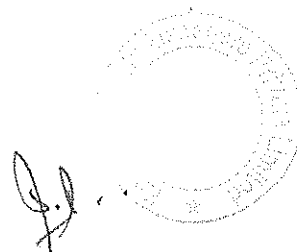
All payments by or on behalf of the Company in relation to Interest on the Non-Convertible Debentures shall be subject to applicable withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within India or any authority therein or thereof having power to tax.

8. Event of Default

The following events shall constitute an event of default under this Agreement:

- (i) Default by the Company in payment of redemption amount and interest to the Subscriber in terms of this Agreement; or
- (ii) Material breach by the Company of the terms and conditions of this Agreement.

Upon occurrence of an Event of Default which is not cured by the Company within the time period permitted by the Subscriber, the Subscriber shall have the right to accelerate redemption of all payments in relation to the Non-Convertible Debentures and take such other action as may be permitted under Applicable Law.



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