

I. Terms of issue of Unsecured Compulsorily Convertible Debentures (CCDs)- Series 1

The unsecured CCDs issued by the Company shall be subject to the terms and conditions contained below. The terms and conditions set out below shall be deemed to be incorporated as a part of the debenture certificates issued to the holder of the CCDs as if endorsed on the reverse of each debenture certificate representing the CCDs.

Capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Agreement.

1. **Face Value:** Rs. 400 per CCD
2. **Issue Price:** Rs. 400 per CCD
3. **Tenor / Term:** Unless converted in accordance with the terms hereof, the term of the CCDs shall be for a period of 10 years from the date of allotment of the CCD.
4. **Status:**
 - (i) Subject to the Applicable Law and provisions of the Agreement, CCDs constitute direct, unsecured and unconditional obligations of the Company and shall at all times rank *pari passu*, without any preference or priority amongst themselves. The CCDs shall rank subordinate to any working capital or term loan facilities availed by the Company.
 - (ii) The CCDs shall not carry any voting rights, unless converted. The Equity Shares allotted on conversion of the CCDs in terms hereof shall be subject to the provisions of Article of Association of the Company and shall rank *pari passu* in all respects with the then existing Equity Shares.
5. **Coupon:**
 - (i) Subject to Applicable Law, each CCD shall, up to the date of conversion, carry the same coupon as the CCDs issued to the Investor under this Agreement, as may be updated and amended from time to time.
 - (ii) The interest will be accrued, due and payable annually at the end of each financial year (unless the Board of Directors determine an earlier payout) (“**Coupon Payment Date**”) from the Distributable Cash Flows of the Company. For the avoidance of doubt, it is clarified that no interest shall be accrued, due and payable until the Company has Distributable Cash Flows on the relevant Coupon Payment Date. To the extent that there are insufficient Distributable Cash Flows at the end of any financial year, the balance unpaid coupon would be accrued solely in the year in which there are sufficient Distributable Cash flows and will be paid solely out of subsequent year’s Distributable Cash Flows, as and when available.

- (iii) Further, it is clarified that the right to receive the payment of the relevant coupon shall arise only on the availability and to the extent of the Distributable Cash flows with the Company on the relevant Coupon Payment Date and such coupon shall be due and payable to the then holder of the CCD as per the Payment Terms in Clause 6 below. Interest on the CCDs shall be accrued on a *pari passu* basis along with the interest on the OCDs based on the aggregate outstanding face value of the CCDs and OCDs.
- (iv) “Distributable Cash Flows” shall mean (i) cash flows available to debenture holders for interest servicing after provision or deduction of any statutory costs including due taxes, financing costs (interest and principal payments due to lenders), project expenses and reserve for working capital requirements, (ii) any funds infused by a new investor which are to be utilized for payments to debenture holders, and (iii) any excess proceeds available from the loan facility availed by the Company from an external third party lender which are to be utilized for payments to debenture holders.” It is hereby clarified that any coupon payouts to be made to the debenture holders shall be subject to prior consent of the external third party lender.
- (v) It is expected that the Company will not have the Distributable Cash Flows to service the debt for a period of up to 2 years from the date of issuance or any other period as may be decided by the Board of Directors of the Company (“**Initial Period**”). Accordingly, no coupon shall be accrued, due or payable to the CCD holders during the Initial Period.
- (vi) The CCD’s will carry a preferential right with respect to the payment of the coupon over the payment of dividends on Equity Shares. It is clarified that the CCD holders shall not be entitled to any dividends distributed to the shareholders of the Company.

6. **Payment terms**

- (i) After the Initial Period, once the coupon is accrued, due and payable as per Clause 5 above, such coupon shall be payable to the CCD holders within 15 business days.
- (ii) The coupon shall be paid subject to applicable withholding taxes under the IT Act. Withholding taxes shall be considered as a coupon distribution to the holders of CCD’s.

7. **No Encumbrance:** The CCDs are issued free of all encumbrances, together with all rights now or hereafter attaching thereto.

8. **Transferability:** The CCDs shall be freely transferrable and marketable subject to the transfer restrictions provided in the Agreement.

9. **Conversion into Equity Shares:**

- (i) At the option of the CCD holders, the CCDs may be fully convertible into Equity Shares at or any time before completion of 9 (nine) years and 360 (three hundred and

sixty days) from the date of allotment of CCDs in one or more tranches. No CCDs shall be converted into equity shares without the prior consent of the Investor.

- (ii) Each CCD shall be converted into 11 Equity Shares. If the CCDs are converted into Equity Shares prior to the CCD holders having a right to receive any coupon on the CCDs (as per Clause 5 above), the CCD holders shall not be entitled to any coupon on the CCDs.
- 10. Governing Law:** The CCDs shall be governed and construed in accordance with the laws of India.
- 11. Registration:** As soon as practicable and in any event no later than 2 (two) Business Days after the date of conversion of the CCDs, the Company will register the CCD holder as holder of the relevant number of Equity Shares in the Company's register of members. The Company shall, in relation to the conversion of the CCDs into Equity Shares, make all necessary filings with the Ministry of Corporate Affairs within the timelines prescribed under Applicable Law.
- 12. Compliance with Laws:** The Company shall ensure that the issue, allotment and/or conversion of the CCDs are in accordance with all Applicable Law, including but not limited to the provisions of the Companies Act. The Company shall obtain / file all relevant consents, approvals and authorizations, if any, that may be required for the issue, allotment and/or conversion of the CCDs, and shall within 5 (five) Business Days of conversion give copies thereof to the holder of the CCDs.
- 13. Authority of Company to issue Equity Shares on Conversion:** If at any time the authorized share capital of the Company is not sufficient to effect the complete conversion of the then outstanding CCDs, the Company shall take all corporate actions as may be necessary to increase the Company's authorized share capital and to issue the Equity Shares to be issued pursuant to the conversion of CCDs including, without limitation, obtaining requisite shareholder approval(s) for necessary amendments to the Charter Documents of the Company and for issue of Equity Shares pursuant to conversion of the CCDs.
- 14. Stamp Duty and Taxes**
- (i) The Company shall pay to the relevant authorities any applicable fees including stamp duty arising on conversion (consequent issue of Equity Shares), the issue and allotment of each Equity Share pursuant to conversion.
 - (ii) All amounts payable by the Company under these terms of CCDs will be made after deduction for or on account of any Tax or levy, as applicable.
- 15. Amendments:** Subject to Applicable Law, the rights, privileges and conditions attached to the CCDs and the Equity Shares (when issued) may be varied, modified or abrogated in accordance with the provisions of the restated Articles only with the prior written consent of the holders of the CCDs.

