



AXIS BANK

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December 13, 2017

Oriental Nagpur Betul Highway Limited

OSE Commercial Block,
Hotel Aloft, Asset 5B, Aerocity,
Hospitality District, IGI Airport,
New Delhi – 110037.

Kind Attn: Mr. Sanjit Bakshi & Mr. Ashok Aggarwal

Dear Sir,

Sub: Proposed Issue of Listed, Secured, Redeemable, Non-Convertible Debentures in form STRPPS of Oriental Nagpur Betul Highway Limited (ONBHL) for amount aggregating to Rs. 139.36 Crores

With reference to our discussion on the proposed issuance, we are pleased to provide key terms for proposed NCD Issue:-

Term Sheet

Borrower / Issuer / Company	Oriental Nagpur Betul Highway Ltd. ("ONBHL")		
Sponsors	Mr. K.S. Bakshi, Mr. Sanjit Bakshi and Mr. P.S. Sethi directly or indirectly holding shares in Promoters		
Promoter	Oriental Structural Engineers Private Limited.		
Promoter Group	The Promoter and its subsidiaries		
Oriental Group	the Company, the Promoter, any Persons Controlled by the Sponsors and Subsidiaries and Affiliates of the Company, the Promoter and any Persons Controlled by the Sponsors		
Instrument / Facility	Listed, Rated, Secured, Redeemable, Rupee Non-Convertible Debentures in the form of Separately Transferable Redeemable Principal Parts ("STRPPs")		
Eligible Investors	Banks, Infra Debt Fund (IDF), Mutual Funds, Insurance companies, Provident Funds, Retiral Funds, Gratuity Funds, Financial Institutions and any other investor permitted by SEBI.		
Face Value	Rs. 1,00,000 per debenture		
Sole Arranger	Axis Bank Limited		
Pay In Date	TBD		
Issue Price	At Face Value		
Current Issue	Series C - Upto Rs. 139.36 crores.		
Series	A	B	C
Issue	Rs. 2510.0 crores	Rs. 276.0 crores	Upto Rs. 139.36 crores



Required Rating		AAA(SO) by CRISIL & CARE
Drawdown Condition		Upfront as NHAI approval in place
Rating	Dual Rated. AAA(SO) by CRISIL & CARE for all Series	
Coupon	For Series C NCDs – 9.00% per annum payable semi annually	
Arranger Fees	0.65% of Series C amount plus applicable taxes	
Use of proceeds	The proceeds of the issue will be used in accordance with NHAI approval vide Letter bearing Reference No. NHAI/BOT/11019/25/2003 dated September 19, 2017.	
Project	Construction of 4-Laning of Nagpur - Betul Section of NH-69 from Km 137.000 To Km 257.000) in the State of Madhya Pradesh and from km 3.000 to km 59.300 in the State of Maharashtra under NHDP Phase IV on Design, Build, Finance, Operate and Transfer (Annuity) Basis	
Debenture Trustee	Axis Trusteeship Services Ltd.	
Escrow Bank	Axis Bank Limited	
Transaction Legal Counsel	J.Sagar and Associates (JSA)	
	The legal counsel charges shall be borne by the Issuer.	
Investor Legal Counsel	Shardul Amarchand Mangaldass	
	The legal counsel charges shall be borne by the Issuer.	
Concession Agreement	Dated August 31, 2010 executed between the Issuer and NHAI.	
Final Maturity	March 30, 2030	
Repayment Schedule	As provided in Annexure I	
Coupon Payment Frequency	Semi-Annually	
Project Documents	As defined in the Concession Agreement	
Base Case Business Plan	The commercial and financial parameters pertaining to operation and maintenance of proposed Project on the basis of which the financial projections are made.	
Security	<p>The Issue, together with Coupon, fees, default interest, additional interest, liquidated damages, costs and other monies whatsoever payable to the Investors and their trustees or any other secured party shall be secured by ("Security"):</p> <p>a) Exclusive charge on all bank accounts (both present and future) including the Escrow Accounts to be established by the Issuer and each of the other accounts including DSRA required to be created by the Issuer under any Project Documents or contract (as per the escrow mechanism</p>	



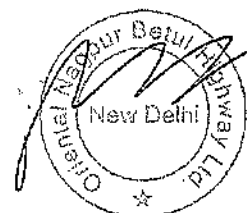
- defined in Concession Agreement) or any account opened otherwise;
- b) Exclusive charge on all the movable and immovable assets of the Issuer (other than Project Assets, as defined in the Concession Agreement) both present and future;
 - c) Exclusive charge on all intangible assets including but not limited to the goodwill, undertaking, uncalled capital, and intellectual property rights of the Issuer both present and future assets (other than the Project Assets, as defined in the Concession Agreement);
 - d) Exclusive charge on the present and future book debts, operating cash flows, receivables, commissions, revenues of whatsoever nature and wherever arising, present and future intangibles, goodwill, uncalled capital (present and future);
 - e) Assignment / Charge to the investors of the security interest on the Issuer's rights, title and interest (i) under Project Documents to the extent covered by and in accordance with the Substitution Agreement, (ii) under any Insurance Contracts; (iii) under any Clearances/Governmental Approvals (iv) under in any letter of credit, guarantee including contractor guarantees and liquidated damages and performance bond provided by any party to the Project Documents; and
 - f) The Promoter Group ("Pledgors") will create Pledge of 51% of the issued, subscribed, paid up and voting equity share capital of the issuer till the tenor of the Debentures.

The above Security shall always be subject to the provisions of the Concession Agreement and the Escrow Agreement.

Security Creation timeline ("Security Due Date") -

The Issuer shall create the Security as mentioned in Pt. (a) to (e) above within [15] days and perfect within [90] days (unless mentioned otherwise) from the Deemed Date of Allotment of Series C

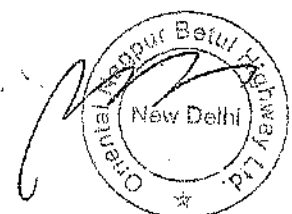
The Promoter shall create pledge in favour of the Debenture Trustee as mentioned in Pt. (f) above within [45] days and perfect the above Security within [90] days from the Deemed Date of Allotment of Series C



	<p>Notwithstanding above, a time period of [60] days from the Date of Allotment shall be provided to the Issuer to enter into Escrow Agreement and Substitution Agreement with NHAI.</p> <p>Incase the Security is not created and perfected within the Security Due Date, additional interest of 2% per annum over and above the Coupon shall be payable by the Issuer.</p> <p>In the event the Issuer and/or the Pledgor fail to create and perfect the Security within [30] days from the Security Due Date, then the Investors may exercise an Early Redemption of the NCDs.</p> <p>The Issuer shall also obtain such Insurance and execute such insurance agreements as advised by Investors' Insurance Advisor. The originals/copies of these contracts (as required by the Debenture Trustee) shall be deposited in the Escrow Bank prior to the Deemed Date of Allotment, and the Escrow Bank shall be designated as the loss payee under these Insurance Contracts within 30 days of the Deemed Date of Allotment. The Issuer further agrees to obtain/renew adequate insurance cover.</p>
<p>Debt Service Reserve Account (DSRA)</p>	<p>The Issuer shall maintain Debt Service Reserve (DSR) of not less than 9 months peak ensuing principal and interest ("Required DSR Amount") in Debt Service Reserve Account (DSRA) throughout the tenure of the NCDs either in form of 100% cash or as combination of cash and a guarantee ("DSRA Guarantee"), wherein the cash component shall be atleast 50% of the total DSR requirements. Promoter can opt to provide the DSRA Guarantee for an amount upto 50% of the total DSR only in the initial 5 years from the Date of Allotment and renew it thereafter based on approval from Debenture Holders.</p> <p>The key considerations for the DSRA Guarantee shall be as under:</p> <ul style="list-style-type: none"> • The DSRA Guarantee shall be unconditional, irrevocable and payable on demand of the Debenture Trustee. • The DSRA Guarantee shall be provided by a non-banking financial company(ies), rated AAA acceptable to CRISIL, CARE and Debenture Trustee. <p>In the event, non banking financial company which has provided the DSRA Guarantee is downgraded below AAA, then the Company/ Promoter shall (a) procure a new</p>



	<p>DSRA Guarantee from a non-banking financial company(ies), rated AAA acceptable to CRISIL, CARE and Debenture Trustee within 75 days from the date of such downgrade in credit rating; or deposit amounts equivalent to the DSRA Guarantee in cash in the DSRA. In the event the Company and/or the Promoter fail to comply with the above within 75 days from the date of the downgrade, then the Trustee would have the right to invoke such DSRA Guarantee.</p> <ul style="list-style-type: none"> • The DSRA Guarantee shall be renewed atleast 1(one) month prior the expiry of such DSRA Guarantee. • Promoter shall bring the cash component of the DSR upto the shortfall in the DSRA. • Further, in case Promoter is unable to bring in Cash or the DSRA Guarantee is not renewed 1 month prior to its expiry date, Debenture Trustee shall invoke the DSRA Guarantee and maintain the proceeds from the DSRA Guarantee in DSRA. • The DSRA Guarantee shall be on a non-recourse basis to the assets of the Issuer. <p>The Cash in the DSRA can be invested by the Trustee on the basis of instructions from the Company in the form of (i) fixed deposits with a bank having a credit rating of atleast AA+, or (ii) liquid debt schemes of mutual funds rated atleast AAA ("Permitted Investments"). Mutual Fund Investments can be done only in demat form wherein demat account shall be specifically opened for this purpose of NCD and shall be operated by Debenture Trustee. Any Interest earned from Permitted Investments shall be transferred to Annuity Receipt Account and shall follow waterfall mechanism.</p> <p>Debenture Redemption Reserve (DRR) shall be subset of DSRA and shall be maintained as per the Companies Act. To the extent of DRR, the principal component of DSRA may be reduced and transferred to DRR Account such that DSRA balance and DRR balance put together shall not be less than 9 months peak ensuing interest and principal payment. DRR shall be used only for repayment of NCDs.</p>
Reserve Accounts	<p>1) The Debt Service Reserve (DSR):</p>



Issuer has the option to keep the DSR requirements in the form of 50:50 as cash and the DSRA Guarantee from a non-banking financial company with a credit rating of atleast AAA by [CRISIL AND CARE] and which is acceptable to Debenture Trustee.

In case of the DSRA Guarantee, Issuer has to option to opt for keeping the DSRA Guarantee only in the initial 5 years from the Pay In Date and renew it thereafter and cannot be more than 50% of the total DSR requirements as mentioned above.

In case of cash DSRA, the DSRA shall be funded upfront on or prior to Pay In Date with the amount specified as DSR above.

2) The Debenture Redemption Reserve (DRR):

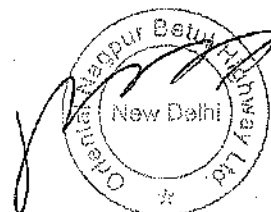
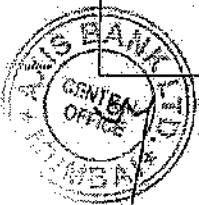
The Issuer shall maintain in the Debenture Redemption Reserve Account ("DRRA") if applicable an amount as required under the Companies Act 2013. For creation and maintenance of DRR, the Issuer shall comply with the provisions of DRR as provided in the Companies Act, 2013 and any Circulars issued thereof.

The DRR stipulated hereinabove shall be maintained at all times as per Applicable Laws.

Debenture Redemption Reserve (DRR) shall be subset of DSRA and shall be maintained as per the Companies Act. To the extent of DRR, the principal component of DSR may be reduced and transferred to DRR Account such that DSRA balance and DRR balance put together shall not be less than 9 months peak ensuing interest and principal payment. DRR shall be used only for repayment of NCDs.

3) Major Maintenance Reserve ("MMR"):

The Issuer shall create adequate provision for the budgeted Major Maintenance amount from the annuity payments and provide for the same over the period as envisaged in the Base Case Business Plan (mentioned in Annexure 3) from the cash

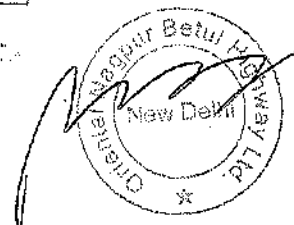


flows of the Project. Any balance remaining in the MMR account after the major maintenance expense scheduled has been completed, shall be retained in the MMR account towards the MMR to be built up in the immediately subsequent MMRA Build Up Period. Once the required MMR in an MMRA Build Up Period has been built up in the MMR account as per the Base Case Business Plan, no further amounts will be required to be built up until the end of such MMRA Build Up Period. This shall be applicable to the second MMRA Build Up Period notwithstanding any withdrawal of funds from the MMR account towards major maintenance expenses.

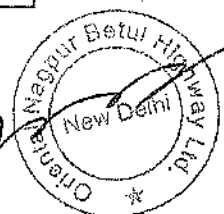
"MMRA Build Up Period" shall mean each period during which the MMR is to be built up in accordance with the Base Case Business Plan, being (a) February 2017 to August 2020, (b) February 2021 to August 2026, and (c) February 2027 until the final redemption date.

4) Construction Reserve Account ("CRA")

- Total Construction Reserve of Rs.35.0 crore shall be maintained in Construction Reserve Account.
- Construction Reserve shall be utilised only for pending work approved by NHAI.
- Amount in Construction Reserve Account shall be utilised only once NHAI approval for commencing the construction / land is made available for remaining construction.
- Pending Work as per Concession Agreement and the 'Punch List Items' specified in the provisional completion certificate dated April 10, 2015 bearing reference number 125014/NSB/PVK/19 issued by the NHAI.
- In case the Issuer has utilised the funds deposited in the Construction Reserve Account, it shall provide the Debenture Trustee with a certificate issued by a chartered accountant which specifies the end-use of such funds within 30 days of such withdrawal. In case such end use certificate is not made available, promoter shall replenish the funds in Construction



	<p>Reserve Account within 30 days from the end of such timelines to provide certificate.</p> <ul style="list-style-type: none"> Construction Reserve Account should not be replenished once utilised to the extent of Rs.35 crores and a certificate issued by a chartered accountant which specifies the end-use of such funds has been provided. Any further requirement shall be bought in by the Promoter. <p>5) Additional Reserve Account ("ARA")</p> <ul style="list-style-type: none"> Additional Reserve of Rs.25.0 crore ("Additional Reserve Amount") shall be created upfront on or prior to Pay In Date and shall be transferred to Additional Reserve Account. Amounts lying to the credit of the Additional Reserve Account can be withdrawn only for the purposes of project maintenance. In case the funds in Additional Reserve Account are utilised during the tenure of NCDs, amounts will be transferred from the Surplus Account to the Additional Reserve Account to ensure the balance in the ARA is Rs. 25 crore. Notwithstanding the above transfer, no funds from Surplus Account shall be transferred and shall be cash trapped until approved by Debenture Trustee and shall be subject to the Restricted Payment Conditions being met. <p>All of the above accounts shall be collectively referred to as "Reserve Accounts". Each of the Reserve Accounts mentioned hereinabove are independent of each other.</p>
<p>Escrow Account / Trust and Retention Account (TRA)</p>	<p>The Issuer shall open and maintain with the Escrow Bank, a "Trust and Retention Account/ Escrow Account" which shall include, inter-alia, the Proceeds Account and Insurance Account. The entire cash flows of the Company (including the bonus payments, if any) shall be pooled into this account. The credits and debits to this account shall be made in accordance with the procedures and priorities described in the Trust and Retention Agreement. The available balances in Escrow Account can be invested in Permitted Investments</p>



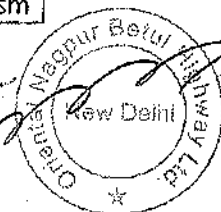
The general priority for application of cash flows will be in accordance with the Concession Agreement.

The Trust and Retention Account shall have the following sub-accounts, unless otherwise specified by the Primary Investor, in the financing documents in accordance with the Escrow Agreement and the Concession Agreement:

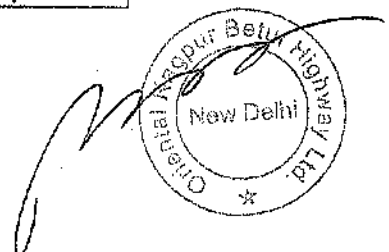
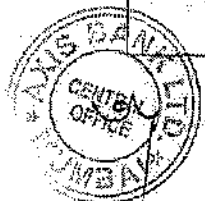
Escrow Account:

1. Issue Proceeds Account (Into which the proceeds of the Issue would be deposited)
2. Annuity Collection Escrow Account (Into which the following would be deposited: all receivables of the Issuer, including proceeds and revenues related to the Project, all payments from NHAI (including annuity and termination payments), all enforcement action proceeds, all funds received from the Promoter(s) and all interest and dividend on any Permitted Investments), which account shall have the below sub-accounts:
 - a) Statutory Dues Account;
 - b) Operations & Maintenance Fund Account;
 - c) NHAI Account;
 - d) Debt Payment Account (Series - A);
 - e) Debt Service Reserve Account;
 - f) Debenture Redemption Reserve Account ("DRRA"); and
 - g) Major Maintenance & Reserve Account;
 - h) Debt Payment Account (Series - B) and Debt Payment Account (Series - C); and
 - i) Surplus Account;
3. Construction Reserve Account (into which Rs.35.0 crores will be deposited)
4. Additional Reserve Account (into which Rs. 25.0 crores will be deposited)
5. Insurance Proceeds Account (into which the proceeds of all insurances would be deposited)

The Escrow Account shall be operated by Debenture Trustee (as per instructions of the Investors) (other than in the manner as may be provided in the Supplementary Escrow Agreement) and shall be in accordance with the provisions of the Escrow Agreements to, inter alia, implement the Waterfall Mechanism

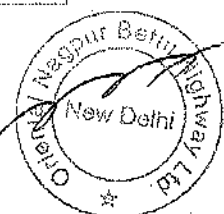


	<p>(in accordance with the Escrow Agreement and the Supplementary Escrow Agreement).</p> <p>Irrevocable Power of Attorney to be executed in favour of the Debenture Trustee to collect all the cash flows and other amounts receivable by the Issuer including the entire annuity, bonus payments and claims settlements, if any, from NHAI and any other person and maintenance of an Escrow Account for collection of annuity directly from NHAI.</p> <p>All amounts received by the Company as NHAI Claim Amounts shall be permitted to be withdrawn from the Escrow Account into the Surplus Cash Account in the manner as may be permitted under the Supplementary Escrow Agreement.</p> <p>All amounts received by the Company towards Change in Scope would be utilized towards payment to contractor in the manner as may be agreed between the parties in the definitive documents.</p>
Waterfall Mechanism	<p>To be stipulated in Escrow Agreement to the satisfaction of the investors and as per NHAI guidelines/requirements.</p> <p>Waterfall Mechanism:</p> <p>The following transfers would take place from the Annuity Collection Escrow Account on a semi-annual basis (each a "Distribution Date", to be specified by the Primary Investor) in accordance with the Concession Agreement the Escrow Agreement and the supplementary escrow agreement, in the following order:</p> <ol style="list-style-type: none"> 1. An amount to be deposited in the Statutory Dues Account such that the balance in the Account is sufficient to meet the taxes for the Project for a period of six Months immediately following the Distribution Date. The Issuer will, prior to each Distribution Date provide an estimate to the Debenture Trustee, duly certified by a Chartered Accountant, of taxes falling due for a period of six months immediately following the Distribution Date for transfer to this account; 2. An amount to be deposited in the Operations & Maintenance Account such that the balance therein is sufficient to meet a) the routine and periodic operation

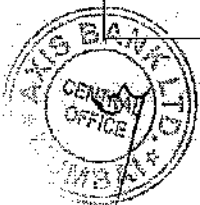


and maintenance expenses in relation to the Project, payable under and in accordance with the O&M agreement for a period of six months immediately following the Distribution Date b) office, administration and insurance expenses (including payments to the trustee's insurance advisor, debenture trustee, ROC filing fees, stamp duty on financing documents, consultant fee and the legal counsel for the issuance) (c) petty cash expenses. All the above payments to be made post certification by an authorised officer of the Company in accordance with Debenture Trust Deed and Base Case Business Plan. Amounts received from NHAI towards Change in Scope would be permitted to be withdrawn for payment to the O&M contractor over and above the amounts mention in the fixed rate O&M agreement and the Base Case Business Plan;

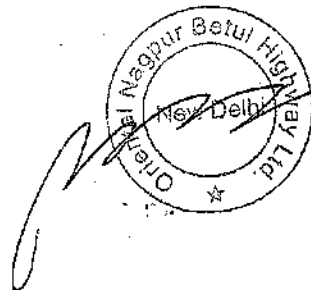
3. An amount to be deposited in the NHAI Account equivalent to the sum of: (i) the O&M expenses and other costs and expenses incurred by NHAI in accordance with the Concession Agreement (as certified by NHAI as due and payable to it) (ii) the Concession Fee due and payable to the NHAI;
4. fixed amount to be deposited into the Debt Payment Account (Series - A) towards payments due to the Debenture Holders of Series A on the immediately succeeding due date;
5. an amount to be deposited in the NHAI Account equivalent to the damages then due and payable by the Company to the NHAI (including recovery due to reduction in scope of work) pursuant to the Concession Agreement;
6. an amount to be deposited into the Debt Service Reserve Account as required to ensure that the balances therein complies with the Debt Service Reserve requirements;
7. an amount to be deposited into the Debenture Redemption Reserve Account as required to maintain the balance of the DRRA in order to comply with the Debenture Redemption Reserve requirements under applicable laws; and
8. an amount to be deposited in the Major Maintenance Reserve Account - amounts to be detailed in the Debenture Trust Deed as per Base Case Business Plan;



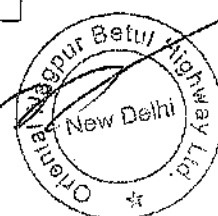
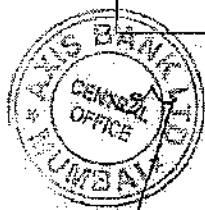
	<p>9. an amount to be deposited in the Construction Reserve account upto only Rs. 20 crore aggregate (from annuity due in February 2017);</p> <p>10. fixed amount to be deposited into the Debt Payment Account (Series – B) and Debt Payment Account (Series – C) towards payments due to the Debenture Holders of Series B and Series C on the immediately succeeding due date;</p> <p>11. Residual amounts, if any, to be transferred to the Surplus Account.</p> <p>Transfers from the Surplus Account shall be carried out as specified in the Supplementary Escrow Agreement. The same shall be elaborated by legal counsel in all the transaction documents.</p> <p>On termination of the Concession Agreement, the waterfall shall be as stipulated in the Concession Agreement and the Escrow Agreement. In the event of termination of the Concession Agreement, any IDF which is holding Debentures shall have first priority (in respect of principal and interest payments) over the termination payments under the Concession Agreement. Only balance remaining after payment of principal and interest due to IDFs (if any) would be paid into the Trust and Retention Account for meeting other obligations of the Issuer, including those owed to the other lenders/investors.</p>
<p>Financial Covenants</p>	<p>The Issuer shall comply with the following financial covenant:</p> <p>Debt Service Coverage Ratio (DSCR) shall not be lower than 1.05 during the tenor of the NCD.</p> <p>“EBITDA” = Earnings before Interest, guarantee fees, Depreciation, Amortization but not including any bonus payments, claims against NHAI raised the Company and payments from NHAI for change of scope of the Project Less: Tax Less: Major Maintenance Reserve built during the year Add: Major Maintenance Expense (if any) during the year</p> <p>“Debt Servicing Requirement” shall include all interest expenses, commitment / guarantee fees, principal repayments in respect of debt / liabilities contracted and shall include interest on working</p>



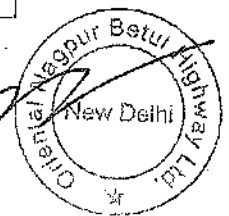
	<p>capital borrowing, if any. It shall not include the debt servicing on unsecured sub-debt/Promoters' loans.</p> <p>"DSCR" would be calculated on each calculation date as per the following formula: <i>EBITDA divided by Debt Servicing Requirement</i>.</p> <p>The DSCR shall be calculated semi-annually, each Testing Date, based on the audited financial statements of the Issuer. Such testing would be done within on or prior to May 30 (for the financial half year ending March 31) (as and when the audited financial statement for the financial half year ending March 31 is made available by the Company) and November 30 (for the half year ending on September 30) (as and when the audited financial statement for the financial half year ending September 30 is made available by the Company) The first such testing would be carried on or prior to November 30, 2017.</p> <p>In case of non-compliance, the Issuer / Promoters shall bring in such additional funds required to meet the resultant gap in DSCR within [30] days failing which it would be treated as an Event of Default, Default Interest shall be applicable and Restricted Payment clause shall come into effect till the Financial Covenants are satisfied to the satisfaction of Debenture Trustee. Any such additional funds to be bought by the Issuer/Promoter shall be invested in Permitted Investments and lien marked to the Debenture Trustee until DSCR is maintained for consecutive 2 testing period.</p>
Joint & Several Promoter Undertaking	<p>The Issuer shall simultaneously ensure that Promoters shall jointly and severally execute an undertaking in favour of the Debenture Trustee, which undertaking shall be in a form and manner satisfactory to the Debenture Trustee, under which the Promoters shall:</p>



1. Promoters to make good any shortfall in monies available post receipt of subscription proceeds to repay the Existing Loans and to meet the Issue related expenses and fees.
2. The Promoters to undertake to make good the shortfall between the termination payments (either paid by NHA) or received from insurance proceeds, as relevant, depending on the termination event) and total secured obligations outstanding in accordance to the terms of Financing Documents.
3. The Promoters to undertake to pay on behalf of the Company additional O&M and Major Maintenance/ Major Replacement costs that the Project may have to incur over and above the amounts estimated as per Base Case Business Plan.
4. The Promoters to undertake to make good any shortfall in Annuity for deductions made by NHA) on account of non-availability of lane in accordance with the Concession Agreement.
5. The Promoters to undertake to make good any damages or reimbursements to be paid by the Company to NHA) in connection with failure to comply with O&M requirements as per Concession Agreement (CA).
6. The Promoters shall undertake to provide/ arrange for shortfall in funds, on non-recourse basis, to complete the construction of the Project (including completion of all Punch List Items) and which have not been satisfied out of the Construction Reserve Account.
7. In case end use certificate is not made available for Construction Reserve Account, promoter shall replenish the funds in Construction Reserve Account within 15 days from the end of such timelines to provide certificate
8. The Promoters to undertake to make good any shortfall in making payments to the Authority towards reduction in scope of the Project.



9. The Promoters to undertake to provide funds for any shortfall in Major Maintenance Reserve in line with the Base Case Business Plan.
10. The Promoters to undertake to maintain the balance in the DSRA at the Required DSR Amount throughout the tenor of the Debentures in case the Issuer fails to maintain the same. This includes an undertaking by the Promoters to renew DSRA Guarantee as described above under Debt Service Reserve. In the event, non banking financial company which has provided the DSRA Guarantee is downgraded below AAA, then the Company/ Promoter shall (a) procure a new DSRA Guarantee from a non-banking financial company(ies), rated AAA acceptable to CRISIL, CARE and Debenture Trustee within 75 days from the date of such downgrade in credit rating; or deposit amounts equivalent to the DSRA Guarantee in cash in the DSRA. In the event the Company and/or the Promoter fail to comply with the above within 75 days from the date of the downgrade, then the Trustee would have the right to invoke such DSRA Guarantee. The obligation to reimburse the non-banking financial companies once the DSRA Guarantee has been Invoked shall be solely that of the Promoters. To the extent, any amount is paid by the Promoters into the Company to settle liabilities solely on the account of delay in receipt of Annuity, such amounts can be treated as Promoter Loan and can be repaid only out of Surplus funds.
11. The Promoters to undertake to ensure that the Company undertakes any capacity augmentation in respect of the Project only with prior approval from Debenture Trustee.
12. The Promoters shall provide an undertaking to forgo dividend / right to claim dividend until 5 years from the Date of Allotment of Series A.
13. Mr. K.S. Bakshi and/or Mr. Sanjit Bakshi shall at all times till the final redemption date be a director on the board of the Promoter and shall maintain control of the Promoter.
14. All amounts contributed by the Promoters over and above the Equity for Project Construction shall be repaid only out of Surplus funds as per Restricted Payment Conditions. Such Equity for Project Construction shall be repaid out of the Surplus once outstanding NCDs are less than Surplus available in Surplus Account. The Promoters shall maintain



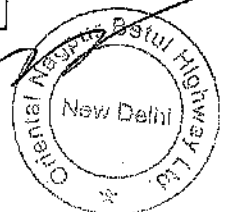
	<p>its existing equity contributions and promoter debt (together called as "Equity for Project Construction") bought in at the time of financial closure for construction until the outstanding debentures are equal to Equity for Project Construction in the Issuer.</p> <p>15. The Promoter shall ensure passing of all such requisite corporate approvals/ shareholder's resolution(s) as may be required by the Lender on case to case basis, including but not limited for the purpose of conversion of outstanding Debentures to equity and / or to give effect to the actions proposed to be taken by the Investor under the regulations/ circulars passed by the various regulatory authorities and/ or statutory bodies from time to time including those passed under the extant guideline issued by RBI for Strategic Debt Restructuring.</p> <p>16. The Promoter undertakes that, unless otherwise provided for herein or in the Transaction Documents, all its obligations under this term sheet or other Financing Documents shall continue till all the debentures are redeemed.</p> <p>In any of the cases above, the Promoters are required to deposit all shortfall payments within 3 (Three) Business Days of demand being made by the Investors/ Debenture Trustee (acting on instructions from the Investors).</p>
<p>Other Terms and Conditions</p>	<p>Throughout the tenure of NCDS:</p> <ol style="list-style-type: none"> 1. The Promoter shall at all times, directly or indirectly by itself and/or through its Subsidiaries, continue to hold at least 74% (seventy four per cent) of the Equity Shares of the Company. 2. (i) The Sponsors shall at all times, directly or indirectly, be the joint legal and beneficial owners of at least 74% (seventy four per cent) of the Issued, fully paid up and voting equity share capital of the Promoter (on a fully diluted basis) provided however, in the event the Promoter does an initial public offer of its shares, the Sponsors shall be required to hold 51% (fifty one per cent) of the issued, fully paid up and voting equity share capital of the Promoter (on a fully diluted basis);



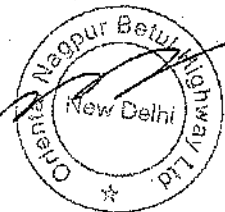
(ii) notwithstanding anything in the Debenture Documents, Mr. K.S. Bakshi and Mr. Sanjit Bakshi shall at all times, directly or indirectly, be the joint legal and beneficial owners of at least 51% (fifty one per cent) of the issued, fully paid up and voting equity share capital of the Promoter Group (on a fully diluted basis).

3. Mr. K.S. Bakshi and Mr. Sanjit Bakshi shall continue to be on the board of directors of the Promoter at all times and shall exercise Control over the management of the Promoter and its subsidiaries, other than as provided in the Debenture Documents.
4. Mr. K.S. Bakshi and/or Mr. Sanjit Bakshi shall continue to be on the Board. Mr. K.S. Bakshi and/or Mr. Sanjit Bakshi shall at all times and shall exercise Control over the management of the Company.
5. The Promoter (either directly or indirectly) shall at all times Control the management of the Company.
6. The Pledgor shall not transfer, sell or dispose-off its shareholding upto 51% (fifty one per cent) of the Equity Shares of the Company (on a fully diluted basis as well as on the basis of fully paid up equity share capital) without the prior approval of the Trustee, other than in accordance with this term sheet or the definitive documents. Issuer shall not undertake any new project or expansion of the existing Project or take assets on lease without prior approval of the Debenture Trustee during the currency of the NCDs.
7. The Promoter and/or the Promoter Group would be permitted to transfer their shareholding in the Company to an InvIT, provided that (a) prior to such transfer the written consent of the Majority Debenture Holders is obtained; (b) the credit rating is re-affirmed at AAA(SO); and (c) the InvIT, the Company and the Promoter and/or Promoter Group do such acts and executed such agreements, documents and deeds to the satisfaction of the Trustee.

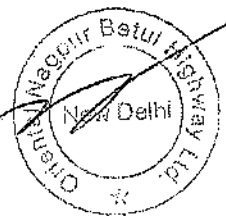
8. Investors/Debenture Holders shall have the right to appoint/substitute the O&M Contractor if either the NHAI or any independent consultant (appointed by the Trustee) has informed the Company or other Project Participants about any non-compliance with any Project Agreement, or the O&M Contractor fails to comply with any notice/intimation by the Independent Engineer in relation to Operation and Maintenance of the Project, within the period (as may be extended) stipulated in such notice/intimation or if in the opinion of the Trustee (acting on Approved Instructions) the Contractor is unable to carry on the relevant activities in accordance with the Project Agreements and the same results of may result in a Event of Default, Potential Event of Default or Material Adverse Effect.;
9. Any changes in the composition of the Issuer's Board of Directors shall be intimated Debenture Holders;
10. The Issuer shall notify the Debenture Holders promptly of any Event of Default or any potential Event of Default;
11. It shall not make any amendments/modifications to or initiate termination proceedings or grant any waiver under any of the Project Agreements
12. It shall not make any payment towards interest and/or the outstanding loan of the Sponsors/Promoters or any unpaid dues including trade payables due to promoters at any time during the currency of the NCD except as permitted in Restricted Payment Conditions clause at the end of the financial year from Surplus Project Cash.
13. Agree to appoint from time to time technical, financial and executive personnel with appropriate qualifications and experience for the key positions for smooth operations of the Project to the satisfaction of the Investors prior to the Issue and the Debenture Trustee(s) until Redemption of all the NCDs;



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| | <p>14. Issuer shall obtain its board approval for this NCD issuance.</p> <p>15. Issuer shall not have any contingent liabilities.</p> <p>16. Debenture Trustee will solely operate and monitor the Escrow Accounts, Trust and Retention Account and shall be charged to Debenture Trustee at all times.</p> <p>17. Issuer has not and shall not provide any sort of undertaking / guarantee to any of its group companies or otherwise that has effect of increasing the liability / debt.</p> <p>18. Debt repayment date shall be atleast 30 days after the Annuity Date.</p> <p>19. Interest on Debt Service Reserve from its investments in Banks shall be ploughed back into DSRA until the DSRA Amount in cash is built up the Required DSRA Amount and thereafter interest shall be paid into the relevant Account as specified in the Supplementary Escrow Agreement.</p> <p>20. Issuer shall ensure that the Escrow Account contains sufficient funds for scheduled NCD Repayment on or prior to 15 days of such repayment. In case the Escrow Account does not contain sufficient balances for this purpose by T-15 days where In T is due date, Debenture Trustee will immediately invoke the guarantee / liquidate the Permitted Investments / transfer Cash from the Debt Service Reserve Account to ensure the Escrow Account should be funded by T-7 days.</p> <p>21. Right to substitute the Concessionaire as per the Substitution Agreement</p> |
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22. For the Project, to obtain all required insurances and make NHA and Escrow Account (Debenture Trustee) as a loss payee;
23. The Issuer shall comply with the applicable law, clearances and any other approvals, licenses, permissions obtained by it. The Issuer shall perform and observe in all material respects all of its covenants and agreements contained in any of the Financing Documents and/or Project Documents to which it is a party, take all reasonable and necessary action to prevent the termination of any of the Financing Documents and/or Project Documents;
24. The Issuer shall ensure that the Project shall, at all times till the redemption of all the NCDs and payment of all amounts due in relation to the Financing Documents, comply with the environmental, health, safety and social (EHSS) requirements, all the applicable Environmental Laws, establish the Environment and Social Management Plan (ESMP) and Clearances issued thereunder, and maintenance of documents to be able to demonstrate compliance with the same to the Debenture Trustee (acting upon the instructions of the Majority Debenture Holders);
25. The Issuer shall not incur any further Financial Indebtedness other than this NCD issuance and/or the trade payables in respect of which grace period for payment has been provided for a period not exceeding 2 (two) months and/or Promoter infusions/contributions (provided that such promoter infusions shall at times till the final redemption date are subordinated to the NCDs) and shall be paid during debenture period only out of Surplus funds.
26. The Issuer shall execute a fixed rate O&M and Major Maintenance/ Major Replacement contract with Oriental Structural Engineers Private Limited prior to the Deemed Date of Allotment subject to price escalation as per Base Case Business Plan for routine and major maintenance/major replacement with for the entire tenor of Debentures. Such contract must be to the satisfaction of the Trustee.
27. The Issuer shall not formulate any scheme of merger, amalgamation, divestment or reconstruction till the final redemption date.
28. The Majority Debenture Holders have rights to appoint technical/ legal consultants at the cost of the Borrower.



29. The Issuer shall ensure passing of all such requisite corporate approvals/ Board resolution(s) as may be required by the Investors on case to case basis, including but not limited for the purpose of conversion of outstanding Debentures to equity under section 62(3) of the Companies Act, 2013 and / or to give effect to the actions proposed to be taken by the Issuer under the regulations/ circulars passed by the various regulatory authorities and/ or statutory bodies from time to time including those passed under the extant guideline issued by RBI for Strategic Debt Restructuring.

30. The Issuer shall submit copies/ originals of Insurance policies with endorsement in favour of Debenture Trustee as loss payee within 30 days of Date of Allotment

31. The Issuer shall submit audited balance sheet/ financial statements of the Issuer as on the Deemed Date of Allotment.

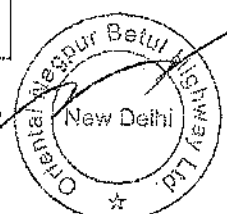
32. The Issuer shall accept any other condition stipulated by the Debenture Trustee for protecting and perfecting the Security created to secure the obligations under the Debenture Documents

33. The Issuer and the Promoter shall disclose all pending or threatened litigations which would incur liability exceeding Rs. 1Crore (Rupees One Crore Only) or above against the Issuer prior to subscription in a form and manner as mentioned in the Disclosure Schedule provided herein below.

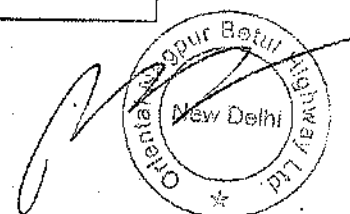
Disclosure Schedule:

Litigation	Date	Details

The NCD facility will be evidenced by a debenture trust deed and other customary documentation satisfactory to the Primary Investor and will contain the customary clauses generally incorporated in such documentation and based on appropriate due diligence; including (but not limited to) conditions subsequent, transfer & assignments, events of default,



	representation and warranties, positive and negative undertakings, increased costs, indemnities, declarations / certificates as required by RBI and other conditions.
Substitution Agreement	An agreement between NHAI, Company and Debenture Trustee pursuant to the terms of the Concession Agreement, whereby the Debenture Trustee is given rights to substitute the Company as the Concessionaire under the Concession Agreement in certain circumstances.
Rating Action	<p>Coupon will be reset if the rating is downgraded during the tenure of the Instrument and shall be increased by 25 basis points for every notch downgrade from the date of such downgrade.</p> <p>Credit Rating revision to AA- or lower by CRISIL and / or CARE or any other rating agency, in that case the debenture holders can exercise the right to call for Mandatory Redemption or increase the Coupon by 50 basis points for every notch downgrade from AA-.</p> <p>In case investors opt to exercise Mandatory Redemption, Issuer shall have 90 days from the Notice to make the payment under this event.</p> <p>In case of multiple rating agencies, lowest rating available shall be considered for the above purpose.</p>
Mandatory Redemption / Early Redemption	<p>The Issuer shall mandatorily redeem the entire NCD upon occurrence of following event(s):</p> <ul style="list-style-type: none"> • The termination of the Concession Agreement. • In the event the Issuer accepts the offer for capacity augmentation without prior approval from Debenture Trustee. • If debentures are not listed within [14] days (to be in line with regulations for listing) from the Deemed Date of Allotment. • Rating Downgrade to AA- or lower (at the option of the Investor/Debenture Trustee).



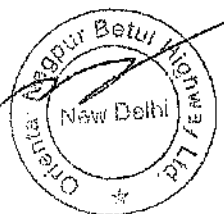
**Restricted Payment
Conditions**

Restricted Payments or outflow of Cash from Surplus Account will be permitted on annual basis when the following conditions ("Restricted Payments Conditions") are fulfilled:

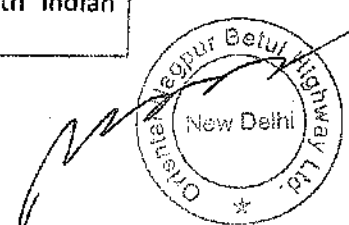
- a) Repayment/Redemption of NCD has commenced in terms of Financing Agreements;
- b) Such payment is permitted by law;
- c) No Event of Default (EoD) or Potential EoD has occurred and is continuing under the Debenture Documents and Project Documents;
- d) All reserves as stipulated are maintained including but not limited to DSRA as stipulated;
- e) The Financial Covenants are complied with;
- f) On trailing semi-annual basis, the DSCR is equal to at least 1.05 on two consecutive Testing Dates, and subject to the Restricted Payment clauses below If, on any prior Testing Date, the DSCR (on the trailing semiannual basis) has fallen below 1.05;
- g) DSR requirements of 9 month peak ensuing Interest and Principal are met and maintained;
- h) No delay for more than 15 days beyond the scheduled annuity payment receipt dates prescribed under the concession in receipt of Annuity from NHAI for more than one such instance out of the last 2 consecutive receipts of annuities.
- i) No reduction in Annuity Amount (except TDS deduction) in the any of the immediate previous two annuities [as provided under the Concession Agreement].
- j) Rating of the NCD is maintained at AAA(SO) by both the rating agencies.
- k) The Issuer has not utilized funds available in the Additional Reserve Account.

Restricted Payments means following:

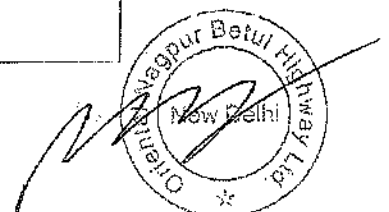
1. all dividends



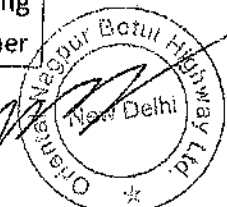
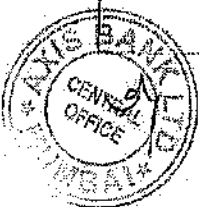
	<p>2. Repayment of Loans and/or advances (including interest and charges thereon) received from Promoter and Promoter Group.</p> <p>3. Extending loans and / or advances to the Oriental Group.</p> <p>4. Investments the Promoter, Promoter Group, Associated Companies of the Promoter and any other entity which is Controlled by the Sponsors, in accordance with Applicable Law.</p> <p>This however shall not include repayment of Equity for Project Construction bought in by the promoter at the time of initial financial closure for project construction.</p> <p>Such Equity for Project Construction shall be repaid out of the Surplus once outstanding NCDs are less than Surplus available in Surplus Account.</p> <p>Withdrawals from the Surplus Account shall be made only once in a Financial Year between the period of October 1 and December 31. The first such payments can be made only between October 1, 2017 to December 31, 2017.</p>
Representations & Warranties	<p>The Issuer shall make representations and warranties customary for the NCD of this nature. The obligations of the Issuer and Promoter in relation to the drawing will be subject to those representations and warranties remaining true and accurate as at the date of the utilization request and on the first day of each Interest Period. Such representations and warranties will include, without limitation, the following:</p> <ul style="list-style-type: none"> a) Status and due authorization; b) Binding obligations; c) Non-conflict with other obligations; d) Power and authority to enter into such Financing Arrangement; e) Governing Law and enforcement; f) No misleading information; g) No default; h) No breach of any material license; i) Ownership and right to use intellectual property; j) Payment of taxes; k) Financial statements prepared in accordance with Indian GAAP;



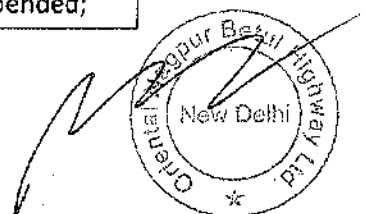
	<p>l) Latest audited accounts fairly represent the financial condition of the Issuer as at the end of the relevant financial period and there has been no adverse change in the financial condition of the Issuer since that date which would have a Material Adverse Effect</p> <p>m) Pari-passu ranking;</p> <p>n) No material proceedings pending or threatened;</p> <p>o) No immunity from suit or other legal proceedings;</p> <p>p) Completeness and accuracy of financial statements</p> <p>q) No winding up action against the Issuer;</p> <p>r) No government or regulatory authority or other third party consents required other than those already obtained; and</p> <p>s) Private and commercial acts, no sovereign or other immunity.</p> <p>t) Third Party Consents.</p> <p>u) Compliance with Applicable Law.</p> <p>v) Validity and Admissibility in evidence.</p> <p>w) No Proceedings pending or threatened.</p> <p>x) Title to the Security.</p> <p>y) Material Adverse Change.</p> <p>z) No Other Business.</p> <p>aa) Defaulters List; ECGC Caution List.</p> <p>bb) Transaction with Affiliates.</p> <p>cc) Security Cover.</p>
Event of Default	<p>The occurrence of any one or more the following events (either in relation to the Issuer and/or the Promoter) would constitute an Event of default (subject to relevant cure period and threshold as may be provided in the Definitive Documents), including without limitation:</p> <p>a) Failure to pay the interest and/or principal amounts due under the NCDs on the due dates.</p> <p>b) The Issuer committing any breach or default in the performance or observance of the covenants of the Financing Documents.</p> <p>c) The Issuer or the counterparties committing any breach or default in the performance or observance of the covenants of the Project Agreements</p> <p>d) Default under the Concession Agreement by either parties or Termination of Concession Agreement;</p>



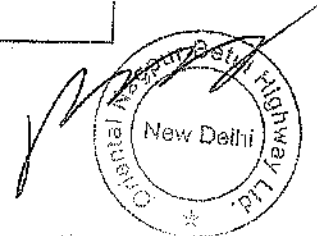
- e) A representation, warranty or statement made in connection with Financing Documents or Project Agreements or in any document delivered by or on behalf of the Issuer is found to be incorrect
- f) Execution or distress being enforced or levied against the whole or any part of the Issuer's property. The Issuer/any of the Promoters ceasing or threatening to cease to carry on the Project.
- g) A receiver being appointed in respect of the whole or any part of the property of the Issuer.
- h) The occurrence of any event or circumstance which is prejudicial to or imperils or depreciates the security given to the Debenture Trustee materially.
- i) Winding-up or dissolution of Issuer;
- j) Security Documents not legally valid and binding;
- k) Material adverse change/ material adverse effect;
- l) Unlawfulness;
- m) Repudiation;
- n) The occurrence of any event or circumstance, which would materially affect the capacity of the Issuer to redeem the NCDs, whether in part or in full.
- o) Security perfection within stipulated time from the deemed date of allotment or any other extended period as approved by Debenture Trustee.
- p) Failure to list or cessation of listing of the NCDs on Recognized Stock Exchanges within the stipulated time.
- q) Breach of any terms and conditions of the Promoters' Undertaking.
- r) If the Issuer has defaulted under any other subsisting agreement executed with the Investors or any other



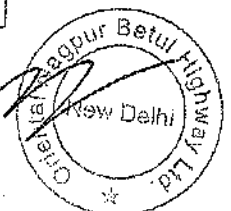
	<p>Debenture Holder and such default has not been remedied or rectified to the satisfaction of the Sole/Lead Subscriber/ Debenture Holders.</p> <p>s) Failure to top-up the DRR account in the event of any shortfall</p> <p>t) Abandonment of the Project by Issuer or NHA;</p> <p>u) Nationalization, unlawfulness or prejudicial change of law;</p> <p>v) Security ceasing to be valid first ranking security;</p> <p>w) Insolvency of Issuer;</p> <p>x) Failure to maintain DSRA throughout the tenure of the NCD.</p> <p>y) Judgements, creditors' process.</p> <p>z) Licenses</p> <p>aa) Cessation of Business of Issuer.</p> <p>bb) Non-maintenance of reserves by Issuer.</p> <p>cc) Insurance</p> <p>The above terms are indicative and shall be defined in detail in the Financing Documents including cure period, consequence & Remedies of Event of Default.</p> <p>Debenture Trustee shall have the right to appoint Nominee Director on the Board of Directors of the Company in case of occurrence of Event of Default.</p>
Consequences to Event of Default	<p>If an Event of Default has occurred, the Subscribers may among others, take one or more of the following actions:</p> <p>a) Accelerate the maturity of the NCDs;</p> <p>b) Enforce the security interests under the Security documents;</p> <p>c) Appoint nominee directors;</p> <p>d) Appoint observers and/or receiver ;</p> <p>e) Declare the commitments to be cancelled or suspended;</p>



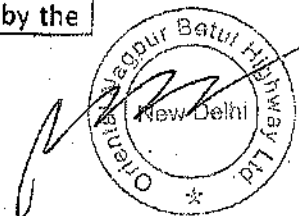
	<p>f) Issue notice regarding the payment of proceeds of any insurance or compensation;</p> <p>g) Issue a notice to the Escrow Agent for restricting any payments for the purposes of drawing any amounts from the balance in the Escrow Account;</p> <p>h) Take steps to exercise all rights as may be available to Subscribers under the Financing Documents and Project Agreements in relation to Project; and</p> <p>i) Exercise of any other rights of the Subscribers under applicable law and as may be detailed in the definitive documents.</p> <p>j) Convert outstanding Debentures to equity</p> <p>Payment under Event of Default shall be made within 5 days from such notice.</p>
Default Interest	<p>The principal amount of the NCDs, Interest thereon or any other monies accruing due under the Issue consequent to the Transaction Documents to be entered into between the Issuer and the Debenture Holders shall, in case the same be not paid on the respective due dates, carry further interest at 2% per annum payable monthly ("Default Interest Rate") over and above the Coupon Rate computed from the respective due date until the date of actual payment (the "Default Interest").</p> <p>Additional interest shall apply for delay in security creation and / or perfection as per the time line stipulated and/or delay in listing in accordance with the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as amended from time to time. ("Additional Interest")</p>
Conditions Precedent	<p>The issuance of the NCD shall be conditional upon satisfactory negotiation and delivery of documentation, compliance with conditions usual and customary to transactions of this nature and reasonably required by the Primary Investor, including but not limited to:</p> <p>a) Execution/Finalization of the Transaction documents (including Promoter Undertakings) in a form and manner to the satisfaction of the Investors;</p>



- b) Receipt of the certified copies of the certificate of Incorporation and constitutional documents of the Issuer, suitably amended as required by the Investors;
- c) The Issuer to provide evidence of the corporate power, authority and required corporate action to enter into, and signing authority of the persons executing the Financing documents on behalf of the Issuer and Promoters;
- d) Appointment of Investors' Legal Counsel ("LLC") and other Consultants including but not limited to O & M Consultant, as agreed to be appointed between the Investors' Agent and the Issuer and satisfactory resolution of all issues raised by them. However, the cost for the same will be borne by the Issuer, subject to any letters or agreements being issued or entered into in relation to such appointment with the consent of the Issuer;
- e) A legal opinion from the LLC on the validity and enforceability of the documents required to be executed prior to initial disbursement;
- f) Approval from NHAI for Series - C NCDs and compliance with the conditions provided in such approval;
- g) The Company shall obtain satisfactory documentary evidence that all punch list items have been completed to the extent required to ensure that there is no adverse impact on the Annuity to be received as per the terms of the Concession Agreement.
- h) Issuer to procure credit rating at a minimum acceptable level of AAA(SO) from CRISIL and CARE
- i) The Investors shall have received from the Company, a certificate that all insurance coverage required by Investors and as customary for projects of this type have been obtained, and are adequate and in full force;
- j) Have confirmed that there is no Event of Default which has happened and has not been cured or waived in accordance with the terms of the relevant Project documents and all representations and warranties made by the Issuer or any of the project parties in each of the Project documents are true or correct;
- k) Confirmed that all project documents are current and conditions therein are complied with and no Event or Potential Event of Default exists;
- l) No breach of any representation or warranty;
- m) Provide documentary evidence that the Issuer has opened a Trust and Retention/Escrow Account and has agreed to



	<p>deposit all the cash inflows of issuer in the said account. All the Project disbursements shall be routed through such TRA/Escrow Account;</p> <p>n) Execution of fixed price Regular Maintenance (O&M) and Major Maintenance contract for the tenure of the NCDs, to the satisfaction of the Subscribers;</p> <p>o) Issuer shall make depository arrangements for issue and holding of the NCDs in dematerialized form;</p> <p>p) Disclosure Document with disclosures as required under applicable laws;</p> <p>q) To execute financing documents to the satisfaction of the Primary Investor/Debenture Trustee;</p> <p>r) Shareholders' resolutions and Board resolutions and other relevant approvals as applicable under the Companies Act 2013;</p> <p>s) The Issuer to give a declaration / undertaking to the effect that none of its directors, is a director or specified near relation of a director of a Bank;</p> <p>t) Certificate from a director of the Issuer providing confirmations, in form and substance satisfactory to the Primary Investor, including but not limited, to the following:</p> <ol style="list-style-type: none"> Non-occurrence of any force majeure event; All representations and warranties being true and correct in all material respects on and as of the date of the Drawdown, before and after giving effect to such Drawdown and to the application of the proceeds there from; No Event of Default or event which, with the giving of notice or passage of time or both, would be an Event of Default, having occurred and continuing, or would result from such drawdown; Absence of any Material Adverse Change and Material Adverse Effect; and Any other mutually acceptable condition as may be determined during detailed due diligence.
Listing	At WDM of BSE / NSE within 14 days of deemed Date of Allotment
Governing Law and Jurisdiction	Law of India and Courts of Mumbai / Delhi
Cost and Expenses	All costs and expenses (including legal fees) incurred by the Investors and the Debenture Trustee and any other finance parties and all VAT or similar tax thereon, shall be paid by the



	Issuer promptly on demand whether or not the Financing Documents are signed. The Issuer shall also be responsible for its own legal costs.
Infrastructure Debt Fund ("IDF")	<p>An Infrastructure Debt Fund ("IDF") would mean and include an Infrastructure debt fund either set up as a company under the Companies Act, 1956, registered with the Reserve Bank of India (RBI) as a non-banking finance company (NBFC) and further classified as an Infrastructure Debt Fund ("IDF-NBFC") or a trust registered with the Securities and Exchange Board of India as a mutual fund, and classified as an Infrastructure Debt Fund ("IDF-MF").</p> <p>In the event of an IDF subscribing to or purchasing the Debentures at any time, additional terms specified in the Debenture Trust Deed and other documentation, as applicable in respect of Debentures held by IDF, shall apply. Any IDF subscribing to or purchasing the Debentures shall as a precondition enter into a Tripartite Agreement as defined below, and all terms specified thereunder shall be applicable to the Debentures held by the IDF.</p> <p>Repayment of principal and interest in respect of Debentures held by IDFs shall have first priority over termination payments under the Concession Agreement and only balance remaining would be paid into the Trust and Retention Account for meeting other obligations of the Issuer including those owed to the other lenders/investors.</p>
Right to withhold Subscription	<p>The Investors reserve the right to withhold the underwritten commitment of the Issue at any time if in its opinion, there occurs any event that adversely affects the viability of the Project or there has been an Event of Default under any Agreement, and/or MOU and/or any other document executed by the Issuer for the purpose of the Project, including but not limited to the Financing Documents.</p> <p>The Investor shall have the unconditional and absolute right to reject the offer to subscribe to the Issue without assigning any reason whatsoever and without giving prior notice to the Issuer at any time.</p> <p>The terms and conditions contained herein are subject to other terms and conditions, as may be incorporated in Financing</p>



	Documents, to be executed pursuant to the acceptance of this Approval Letter
Adverse Market Conditions	The Investor shall have the right to re-negotiate terms and conditions of this Sanction in the event of adverse market conditions in the domestic or international capital market.
General Condition	<p>Additionally, terms and conditions that are usual and customary to a financing of this type and other detailed terms and conditions shall be included in the Financing Documents to be entered in connection with the Debentures.</p> <p>This is not a legal document and the language used herein cannot be construed as an obligation on the part of the Lenders and the Borrower to enter into the Financing Documents in the same stated manner. The Financing Documents shall be finalized by the Lenders. The Lenders reserve the right to make additions/modifications to the terms and conditions listed below, the Financing Documents.</p>

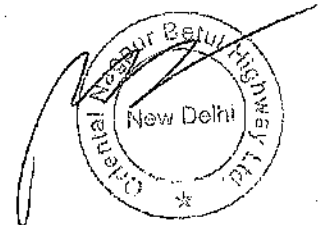
Taxes and Expenses: All the prevailing taxes and expenses related to NCD issuance shall be borne by the Issuer.

Validity of the Offer

The offer is valid till December 31, 2017 and to be extended at mutually agreeable terms. In case of any material adverse changes either in the financial conditions of the Issuer or in the conditions of the Indian debt markets due to, but not limited to, unforeseen catastrophic conditions, which in the reasonable opinion of the Arranger would make it inadvisable to proceed with the deal, then we may need to revise the rates as mutually agreed between us.

Syndication Assistance

Issuer agrees to have meetings, telephonic calls, assist Arranger in form and manner any time after the issuance of Mandate from the Date of Allotment of Series C by the Issuer. Issuer agrees to share the necessary information acceptable to Issuer and Investors.






Axis House
8th Floor, Debt Capital Markets,
Bombay Dyeing Mills Compound,
PB Marg, Worli, Mumbai – 400025
Ph: 022-66043299, Fax: 022-24253800

Clear Market Conditions

Issuer to ensure that, without prior consent of the Arranger, it would not get any other primary issue of NCD/Bonds in India until 180 days from Date of Allotment of Series C by the Issuer.

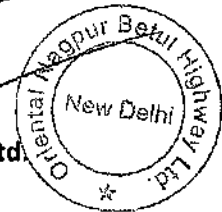
Thanking you,
Yours faithfully,




Vikas Shinde
Senior Vice President, Debt Capital Markets

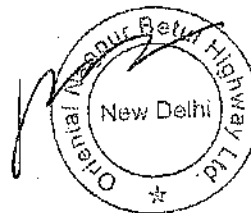
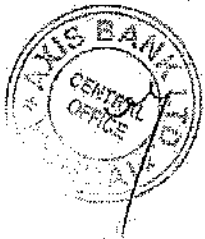
Signed & Accepted


Authorised Signatory
Oriental Nagpur Betul Highway Ltd.



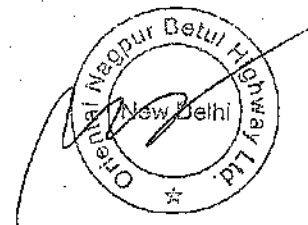
Annexure I

Repayment	Series C NCDs (Rs. in crore)
30-Mar-18	4.10
30-Sep-18	4.20
30-Mar-19	4.40
30-Sep-19	4.90
30-Mar-20	5.10
30-Sep-20	5.20
30-Mar-21	5.10
30-Sep-21	4.80
30-Mar-22	5.00
30-Sep-22	5.10
30-Mar-23	5.40
30-Sep-23	5.50
30-Mar-24	5.70
30-Sep-24	5.80
30-Mar-25	6.00
30-Sep-25	6.90
30-Mar-26	7.20
30-Sep-26	7.40
30-Mar-27	6.20
30-Sep-27	5.50
30-Mar-28	5.70
30-Sep-28	5.80
30-Mar-29	6.00
30-Sep-29	6.10
30-Mar-30	6.26
Total	139.36



Annexure 2 - Base Case Business Plan

Date no Later than 5 business days prior to	Incom e from Semi- Annua l Annuit y	Tran sfer to Statu tory Dues Acco unt	Tran sfer to Oper ation s and Main tena nce Fund Acco unt	Transf er to Debt Payme nt Accou nt (Series A) - Interes t payme nt on Series A debent ures	Transf er to Debt Payme nt Accou nt (Series A) - Redem ption of Series A debent ures	Transf er to Major Mainte nance Reserv e Accou nt	Towar ds Const ructio n Reser ve Acco unt	Trans fer to Debt Paym ent Acco unt (Serie s B) - Interes t paym ent on Serie s B deben tures	Trans fer to Debt Paym ent Acco unt (Serie s B) - Rede mptio n of Serie s B deben tures	Trans fer to Debt Paym ent Acco unt (Serie s C) - Interes t paym ent on Serie s C deben tures	Transf er to Debt Payme nt Accou nt (Series C) - Redem ption of Series C debent ures
	(Rs. Crore)	(Rs. Cror e)	(Rs. Cror e)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)
30-Mar-17	290.80	6.67	9.65	81.40	66.13	25.40	20.00	9.09	7.27		
30-Sep-17	290.80	6.67	9.85	101.18	67.14	25.40	-	11.80	7.38		
30-Mar-18	290.80	8.45	10.11	98.40	70.01	25.40	-	11.47	7.70	3.54	4.10
30-Sep-18	290.80	8.45	10.11	95.50	71.56	25.40	-	11.14	7.87	6.09	4.20
30-Mar-19	290.80	10.07	10.59	92.54	74.68	25.40	-	10.79	8.21	5.90	4.40
30-Sep-19	290.80	10.07	10.59	89.44	83.20	25.40	-	10.43	9.15	5.70	4.90
30-Mar-20	290.80	10.88	11.10	86.00	86.77	25.40	-	10.03	9.54	5.48	5.10
30-Sep-20	290.80	10.88	11.10	82.41	88.94	25.40	-	9.61	9.78	5.25	5.20
30-Mar-21	290.80	12.04	11.64	78.73	87.70	32.50	-	9.18	9.64	5.02	5.10
30-Sep-21	290.80	12.04	11.64	75.10	82.35	32.50	-	8.76	9.05	4.79	4.80
30-Mar-22	290.80	14.24	12.20	71.89	85.92	32.50	-	8.36	9.45	4.57	5.00
30-Sep-22	290.80	14.24	12.20	68.13	87.70	32.50	-	7.94	9.64	4.35	5.10
30-Mar-23	290.80	16.56	12.79	64.50	91.43	32.50	-	7.52	10.05	4.12	5.40
30-Sep-23	290.80	16.56	12.79	60.71	92.98	32.50	-	7.08	10.22	3.87	5.50
30-Mar-24	290.80	19.00	13.41	56.86	96.94	32.50	-	6.63	10.66	3.63	5.70
30-Sep-24	290.80	19.00	13.41	52.85	98.49	32.50	-	6.16	10.83	3.37	5.80
30-Mar-25	290.80	21.00	14.05	48.77	102.78	32.50	-	5.69	11.30	3.11	6.00
30-Sep-25	290.80	21.00	14.05	44.52	118.20	32.50	-	5.19	13.00	2.84	6.90
30-Mar-26	290.80	19.05	14.74	39.62	123.25	32.50	-	4.62	13.55	2.53	7.20
30-Sep-26	290.80	19.05	14.74	34.52	125.27	32.50	-	4.03	13.77	2.20	7.40
30-Mar-27	290.80	17.66	15.47	29.34	105.94	67.20	-	3.42	11.65	1.87	6.20
30-Sep-27	290.80	17.66	15.47	24.95	93.37	67.20	-	2.91	10.27	1.59	5.50
30-Mar-28	290.80	45.09	16.23	21.08	97.40	67.20	-	2.46	10.71	1.34	5.70
30-Sep-28	290.80	45.09	16.23	17.05	98.41	67.20	-	1.99	10.82	1.09	5.80
30-Mar-29	290.80	62.09	17.03	12.98	102.68	67.20	-	1.51	11.29	0.83	6.00
30-Sep-29	290.80	62.09	17.03	8.73	103.54	67.20	-	1.02	11.38	0.56	6.10
30-Mar-30	290.80	65.94	17.83	4.44	107.26	67.20	-	0.52	11.82	0.28	6.26



Annexure 3 – MMR Schedule

Half Year Ending	MMR Period	Opening (Rs. Crore)	Additions (Rs. Crore)
30-Mar-17	First MMR Build-up Period	-	25.40
30-Sep-17		25.40	25.40
30-Mar-18		50.80	25.40
30-Sep-18		76.20	25.40
30-Mar-19		101.60	25.40
30-Sep-19		127.00	25.40
30-Mar-20		152.40	25.40
30-Sep-20		177.80	25.40
30-Mar-21	Second MMR Build-up Period	-	32.50
30-Sep-21		32.50	32.50
30-Mar-22		65.00	32.50
30-Sep-22		97.50	32.50
30-Mar-23		130.00	32.50
30-Sep-23		162.50	32.50
30-Mar-24		195.00	32.50
30-Sep-24		227.50	32.50
30-Mar-25		260.00	32.50
30-Sep-25		292.50	32.50
30-Mar-26		325.00	32.50
30-Sep-26		357.50	32.50
30-Mar-27	Third MMR Build-up Period	-	67.20
30-Sep-27		67.20	67.20
30-Mar-28		134.40	67.20
30-Sep-28		201.60	67.20
30-Mar-29		268.80	67.20
30-Sep-29		336.00	67.20
30-Mar-30		403.20	67.20

Annexure 3 – DSRA and DRR Requirement (combined)

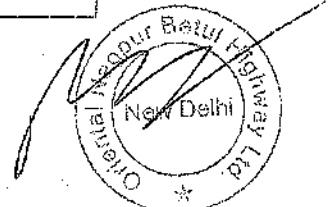
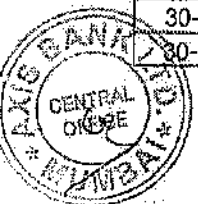
Half Year Ending	DSRA + DRR Requirement for Series-A	DSRA + DRR Requirement for Series-B	DSRA + DRR Requirement for Series-C	Total DSRA + DRR Requirement	Surplus DSRA allowed for appropriation
	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)
30-Mar-17	260.86	28.68	-	289.54	-
30-Sep-17	260.86	28.68	-	289.54	-
30-Mar-18	260.86	28.68	15.88	305.42	-
30-Sep-18	260.86	28.68	15.88	305.42	-



30-Mar-19	260.86	28.68	15.88	305.42	-
30-Sep-19	259.89	28.54	15.77	304.20	1.23
30-Mar-20	255.13	27.98	15.42	298.53	5.67
30-Sep-20	245.99	26.79	14.78	287.56	10.97
30-Mar-21	245.99	26.59	14.60	287.18	0.38
30-Sep-21	245.99	26.59	14.60	287.18	-
30-Mar-22	245.99	26.59	14.60	287.18	-
30-Sep-22	245.99	26.59	14.60	287.18	-
30-Mar-23	245.99	26.59	14.60	287.18	-
30-Sep-23	245.99	26.59	14.60	287.18	-
30-Mar-24	245.99	26.59	14.60	287.18	-
30-Sep-24	245.99	26.59	14.60	287.18	-
30-Mar-25	245.99	26.59	14.60	287.18	-
30-Sep-25	243.80	26.30	14.50	284.59	2.59
30-Mar-26	223.10	23.97	13.26	260.33	24.27
30-Sep-26	192.00	20.51	11.37	223.88	36.45
30-Mar-27	179.40	19.08	10.60	209.09	14.79
30-Sep-27	177.26	18.80	10.45	206.51	2.57
30-Mar-28	175.14	18.53	10.29	203.95	2.56
30-Sep-28	172.74	18.22	10.11	201.08	2.88
30-Mar-29	169.77	17.87	9.90	197.55	3.53
30-Sep-29	85.57	8.57	4.91	99.05	98.49
30-Mar-30	-	-	0.00	-	99.05

Annexure 3 - DRR Requirement

Half Year Ending	DRR Requirement for Series-A	DRR Requirement for Series-B	DRR Requirement for Series-C	Total DRR Requirement
	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)	(Rs. Crore)
30-Mar-17	20.57	2.26		22.83
30-Sep-17	20.57	2.26		22.83
30-Mar-18	21.93	2.41	1.29	25.64
30-Sep-18	21.93	2.41	1.40	25.74
30-Mar-19	25.50	2.80	1.50	29.80
30-Sep-19	25.50	2.80	1.55	29.84
30-Mar-20	26.50	2.91	1.55	30.95
30-Sep-20	26.50	2.91	1.49	30.89
30-Mar-21	25.24	2.78	1.47	29.49
30-Sep-21	25.24	2.78	1.52	29.53
30-Mar-22	26.87	2.95	1.58	31.40
30-Sep-22	26.87	2.95	1.64	31.46
30-Mar-23	28.49	3.13	1.68	33.30
30-Sep-23	28.49	3.13	1.73	33.35



30-Mar-24	30.19	3.32	1.77	35.28
30-Sep-24	30.19	3.32	1.94	35.44
30-Mar-25	36.22	3.98	2.12	42.32
30-Sep-25	36.22	3.98	2.19	42.39
30-Mar-26	34.68	3.81	2.04	40.53
30-Sep-26	34.68	3.81	1.76	40.26
30-Mar-27	28.62	3.15	1.68	33.44
30-Sep-27	28.62	3.15	1.73	33.49
30-Mar-28	30.16	3.32	1.77	35.25
30-Sep-28	30.16	3.32	1.82	35.30
30-Mar-29	31.62	3.48	1.85	36.95
30-Sep-29	31.62	3.48	0.94	36.04
30-Mar-30	-	-	-	-

