

CONFIDENTIAL – INDICATIVE KEY TERMS

Instrument	: Unlisted Non-Convertible Debentures ("NCD")
Issuer	: Redkite Capital Pvt Ltd ("Redkite")
Sponsor	: Mr. Naresh Jain
Investors	: Funds managed by SSG Advisers LLP ("SSG" or "Investor").
Underlying Company	: Tourism Finance Corporation of India ("TFCI")
Debenture Trustee	: Beacon
Currency	: Indian Rupee ("INR")
Issue Amount	: Upto INR 300 million (30 NCDs of face value INR 10.0 Million each) in one or more tranches. First tranche being INR 180 million
Issue Date / Deemed Date of Allotment	: For First Tranche Before 20 July 2019
Use of Proceeds	: Refinance of loan and interest amount outstanding to Aditya Birla Capital
Total Returns	: IRR of 24% p.a. compounded on quarterly basis. Coupon as defined below. Balance as PIK.
Coupon	: First 12 months – 4% payable quarterly Post 12 months – 6% payable quarterly
Maturity	: 4.0 years from the deemed date of allotment, subject to Put/Call Arrangement.
Repayment	: Bullet on Maturity
Put/Call Agreement	: On a 6 monthly basis after 24 months, starting from end of 24 th month.
Business Day	: Any day when banks are generally open for business in Mumbai
Security	: 1. Pledge over 3487000 shares of TFCI
Default Interest	: In case of any default on repayment of the redemption amounts (principal or interest), interest to be computed @ 26% p.a. on the defaulted amount for the period of default.
Representation and Warranties	: Standard representation and warranties for transactions of this nature including but not limited to: 1. binding obligations; 2. non-conflict with other obligations; 3. power and authority; 4. validity and admissibility in evidence; 5. taxes; 6. no default; 7. compliance with applicable law; 8. no misleading information; 9. financial statements; 10. litigation; 11. no immunity; 12. solvency;
Undertaking	: Standard Undertakings customary for transactions of this nature including but not limited to: 1. No further indebtedness at Issuer except as permitted. 2. Restriction on business, mergers, investments etc.



	<ol style="list-style-type: none"> 3. Capital structure and business; 4. Constitutional documents; 5. Restricted payments - (without prior written approval from Investors) no dividend payments allowed from Issuer; 6. Taxes; 7. Compliance with applicable laws, including RBI and SEBI (as applicable) and sanctions, ABC and AML;
Information Undertaking	<p>: The Issuer will provide Information Undertakings, including, but not limited to the following with respect to Redkite:</p> <ol style="list-style-type: none"> 1. As soon as they become available, but in any event, within 120 days of the end of its financial year its audited financial consolidated statements; 2. As soon as they become available, but in any event, within 45 days after the end of each quarter of each of its financial years its financial statements, certified by a director of the Issuer as fairly representing its financial conditions; 3. Perusal rights to the minutes of shareholders and board meetings and meetings of any subcommittees of the board 4. The ratings obtained by the Issuer from any credit rating agencies and any revision in the rating to be promptly disseminated to the Investors; 5. Details of any material litigation, arbitration or administrative proceedings; 6. Notice of any event of default or potential event of default. 7. Such other information regarding the financial condition, business and operations of the Issuer and its unlisted subsidiaries as the Investor may reasonably request 8. Information received by it as shareholder of TFCI
Events of Default	<p>: Standard Events of Default for transactions of this nature and applicable to the Issuer including but not limited to:</p> <ol style="list-style-type: none"> 1. A delisting event (or a proposal to delist) of TFCI 2. Sponsor losing control over Redkite (will be documented as mandatory prepayment event) 3. Payment Default 4. Failure to comply with provisions of security 5. Breach of representation & warranties 6. Failure to comply with obligations of the Issuer outlined in the final documentation of this facility 7. Cross default for all borrowings of Issuer, subject to a minimum aggregate and per borrowing threshold amount 8. Insolvency of Issuer 9. Unlawfulness (illegality will be documented as a mandatory prepayment event) 10. Security or collateral not in full force and effect 11. Material adverse effect (to be defined in more precise detail in final documentation) 12. Material litigation (to be defined in more precise detail in final documentation)
Conditions Precedents	<p>: As are customary for transactions of this nature but not limited to:</p> <ol style="list-style-type: none"> 1. Constitutional documents and corporate authorisations including board and shareholders resolutions and certificates. 2. Execution of documentation in a form and manner satisfactory to the Investor & Issuer.



	<p>3. Copies of all authorisations from Governmental authorities and/or third parties, if required in connection with the documentation.</p> <p>4. Payment of stamp duty, as applicable.</p>
Conditions Subsequent	<p>: 1. Security creation as stated above.</p> <p>2. Others – TBD</p>
Costs and Taxes	<p>: Costs: All costs, including but not limited to stamp duty, fees for due diligence, documentation and legal opinion, trusteeship expenses, rating agency fees, listing expenses, all reasonable out of pocket expenses related to travel/hotel etc., shall be borne by the Issuer.</p> <p>Taxes: All payments made by the Issuer under this Issuance shall be paid free and clear of all present and future taxes, levies, duties, imposts, withholdings, and deductions of whatever nature. Should such deductions be applied, Issuer shall gross up its payments such that the recipients shall receive the same after tax return as if there is no such withholdings. Any value added tax or similar tax chargeable on amounts due to the Investors in connection with this Issuance shall be paid by the Issuer.</p>
Jurisdiction and Governing Law of definitive agreements	<p>: Indian law and subject to the jurisdiction of the courts and tribunals of Mumbai</p>
Confidentiality	<p>: The contents of this document and any attachment hereto are strictly confidential. Unless otherwise stipulated in this document, no part of this document may be released to any other person without the prior written consent of SSG</p>
Non-Definitive; Non-Binding	<p>: These indicative terms are not intended to be, and does not constitute, a legally binding agreement between the parties hereto, except the this section and the sections headed "Confidentiality," "Fees" and "Costs and Taxes" which section shall be binding and governed by Indian law and subject to the jurisdiction of courts in Mumbai.</p> <p>These indicative terms does not contain all the terms to be included in the definitive agreements. Notwithstanding anything to the contrary, any obligations of SSG to complete or provide funding for any transaction, whether contemplated herein or otherwise, are subject to the receipt of internal approvals, completion of due diligence to the satisfaction of SSG in its sole discretion, and the parties having negotiated, approved, executed and delivered the appropriate definitive agreements.</p>

Signed and Accepted on behalf of

Nitin Jain
For Redkite

Redkite Capital Pvt Ltd (Redkite)
As Issuer
Authorized Signatory



Hanumanth

SSG Advisors LLP
On behalf of Investors
Authorized Signatory



Annexure A: Principal, Coupon & PIK:

Date	Coupon	PIK	Principal
12-Jul-2019	-		
30-Sep-2019	-		
31-Dec-2019	3,412,603		
31-Mar-2020	1,814,795		
30-Jun-2020	1,814,795		
30-Sep-2020	2,722,192		
31-Dec-2020	2,751,781		
31-Mar-2021	2,751,781		
30-Jun-2021	2,692,603		
30-Sep-2021	2,722,192		
31-Dec-2021	2,751,781		
31-Mar-2022	2,751,781		
30-Jun-2022	2,692,603		
30-Sep-2022	2,722,192		
31-Dec-2022	2,751,781		
31-Mar-2023	2,751,781		
11-Jul-2023	2,692,603	215,852,364	180,000,000

