

8 ANNEXURES

8.1. DETAILED TERM SHEET

Company / Issuer	ONGC Petro additions Limited (OPaL) ("Company")
Sponsor	Oil and Natural Gas Corporation Limited (ONGC) ("Sponsor")
Project	1.1 MMTPA Petrochemicals Complex in the Special Economic Zone (SEZ) at Dahej, Gujarat
Type of Instrument	Debentures
Nature of the Instrument	The Debenture shall mean an instrument which is compulsorily convertible into equity capital of the Company by the Sponsor/Equity Investor in accordance with the terms mentioned herein.
Mode of Issue	Private Placement on a fully paid up basis
Listing	Unlisted
Issue Size	Upto Rs 1,671 Crore
Issuance Mode	Demat only. Demat credit to be received within 15 days of the Debentures Pay-in-Date.
Depository	NSDL or CDSL
Settlement Mode	Payment of monies (i.e. the principal amount, coupon amount and any other amount outstanding under this transaction) shall be made by way of credit through RTGS/NEFT system.
Sole arranger	SBI Capital Markets Ltd (SBICAP)
Debenture Trustee	SBICAP Trustee Company Limited
Drawdown	Drawdown is subject to Conditions Precedent to Subscription being satisfied.
Availability Period	Six months from the Signing Date. Any undrawn amounts at the end of this period shall lapse automatically.
Signing Date	The date on which the DTD/DSA are signed and executed by the parties to such deed or agreement thereto.
Use of Funds	The Company shall use the proceeds for part financing the Project expenditures and repayment of existing credit facility(ies), availed by the Company from banks/financial institutions.
Principal Investor(s)	Insurance Companies/ Mutual Funds/ Financial Institutions/ Banks who will subscribe Debentures at the time issuance by the Issuer.
Permitted Investor (s)	Permitted Investor (s) shall mean any of the following entities: a. Scheduled commercial banks having a minimum net-worth of Rs 5000 Crore; b. Insurance companies regulated by the IRDA; c. Domestic mutual funds with a minimum AUM of Rs 5000 Crore; and d. Provident Funds with a minimum corpus of Rs 100 Crore.

Investor (s)	Principal Investor and Permitted Investor (s), collectively.
Equity Investors	Strategic/Financial investors or any other investor as identified by the Sponsor/Company who is willing to acquire equity stake in the Company.
Parties	The Company, the Sponsor, the Debenture Trustee and the Investor(s) are collectively referred to hereinafter as the 'Parties'.
Deemed Date of Allotment	The Deemed Date of Allotment shall be the Pay-in-Date.
Pay-in-Date	The Pay-in Date shall be the date falling within 2 Business Day from the date of the execution of the Debenture Trust Deed & Options Agreement
Subscription Amount	The total amount aggregating up to the Issue Size payable by the Principal Investor(s) to the Company as consideration for the Debentures issued to the Principal Investor (s), in accordance with the terms of this term sheet/Debenture Trust Deed/Debenture Subscription Agreement, as applicable.
Face Value	Rs 1 Crore per Debenture
No of Units	Upto 1,671 Debentures
Tenure	36 (thirty six) months from the Deemed Date of Allotment
Coupon Type	Fixed; To be paid annually
Coupon Rate	7.6829% p.a. payable annually to the Investor(s)
Coupon Payment Date	12 months from the Pay-in-Date and yearly thereafter. Additionally, the accrued but unpaid coupon shall be paid on buy-out date/ accelerated buy-out option date/ mandatory put option date/ accelerated put option date.
Coupon Frequency	Annual
Registrar	Beetal Financial & Computer Services (P) Ltd
Rating of Instrument	The Debentures have been rated as 'IND AAA (SO)' by India Ratings & Research Private Limited and as 'ICRA AAA (SO)' by ICRA Limited.
Allotment of Debentures	a) The Principal Investor (s) shall remit the Subscription Amount on the Pay-in-Date (s). b) The Company shall allot and credit the Debentures in dematerialised form within 15 business days from the Pay-in-Date (s).
Buy-out Option with the Sponsor	a) The Sponsor shall have the right to buy-out the Debentures at Face Value at the end of 24 th , 30 th and 35 th month from the Deemed Date of Allotment with a prior notice of 30 days given to the Investor(s) for such buy-out; b) Coupon amount accrued and due but unpaid till the date of

	<p>the Buy-out shall be paid to the Investor (s) on the date of the Buy-out. The Investor (s) shall also be paid, on the date of the Buy-out, any amount that has been due/outstanding and not paid by the Company in reference to the Debentures till the date of the Buy-out;</p> <p>c) The Buy-out Option can be exercised by the Sponsor for the outstanding Debentures amount or a minimum of Rs 100 Crore of the Debentures issued and in whole number multiples of Rs 50 Cr;</p> <p>d) The allocation amount of such Buy-out shall be on pro-rata basis among Investor(s); and</p> <p>e) The Buy-out Option exercised by the Sponsor shall be binding on the Investor (s) and not optional in nature.</p>
Accelerated Buy-Out Option with the Sponsor	<p>a) In the event the Company / Sponsor identifies an Equity Investor (s) and receives a binding term sheet from the Equity Investor (s), at any time after 6 months from the Deemed Date of Allotment, the Sponsor may, with a prior written notice of 30 days to the Debenture Trustee, buy-out Debentures at Accelerated Buy-out Price (total consideration) from the Investor (s) in accordance with the Accelerated Buy-Out Formula as set out in Annexure 8.2 of this Information Memorandum;</p> <p>b) The allocation amount of such Buy-out shall be on pro-rata basis among Investor(s);</p> <p>c) The Accelerated Buy-Out Option exercised by the Sponsor shall be binding on the Investor (s) and not optional in nature.</p>
Accelerated Buy-Out Option Yield	<p>a) In case the Accelerated Buy-Out Option is exercised between 6th Month and 29th Month from Deemed Date of Allotment, the Sponsor would exercise the Accelerated Buy-Out Option and buy out the Debentures at the First Accelerated Buy-Out Option Yield in accordance with the Accelerated Buy-Out Option Formula as set out in Annexure 8.2 of this Information Memorandum.</p> <p>b) In case the Accelerated Buy-Out Option is exercised on or after 29th Month from Deemed Date of Allotment, the Sponsor would exercise the Accelerated Buy-Out Option and buy out the Debentures at the Second Accelerated Buy-Out Option Yield in accordance with the Accelerated Buy-Out Option Formula as set out in Annexure 8.2 of this Information Memorandum.</p>
First Accelerated Buy-Out Option Yield	Linear Interpolation between the two Benchmark yields, for tenors which are closest to the balance tenor of the Debentures,

	as reflected in Reuters "INCORPFIX" or equivalent page for AAA at 5.00 pm, 3 business days before the payment due date
Second Accelerated Buy-Out Option Yield	Benchmark yield, for a tenor which is closest to the balance tenor of the Debentures, as reflected in Reuters "INCDFIX=RR" or equivalent page at 5.00 pm, 3 business days before the payment due date
Mandatory Put Option with the Investor (s)	<p>a) In the event that the Sponsor has not procured an Equity Investor who has, or the Sponsor by itself has not, acquired all the Debentures from the Investor (s) prior to the expiry of 35 months from the Deemed Date of Allotment of Debentures, the Sponsor will mandatorily, and without requiring any notice or intimation in this regard, buy the outstanding Debentures for the aggregate Face Value of the Debentures and the accrued/ outstanding but unpaid amounts (including but not limited to unpaid coupon amount), if any, at the end of 35th month from the Deemed Date of Allotment ("Mandatory Put Option"). Such Mandatory Put Option shall be mandatorily exercised by the Investor (s) for the entire outstanding Debentures amount;</p> <p>b) The Mandatory Put Option set out above, shall be binding on the Sponsor and not optional in nature and shall not be dependent on any notice being delivered to the Sponsor; and</p> <p>c) The Debenture Trustee shall give a prior notice of 60 days to the Sponsor in regards to the Mandatory Put Option. However, the obligation of the Sponsor under the Mandatory Put Option shall remain, independent of any such notice being given to the Sponsor.</p>
Accelerated Put Option available to the Investor (s)	<p>a) Accelerated Put Option may be exercised by the Investor(s) on the Sponsor in case of non-payment of coupon amount due and payable on the applicable Coupon Payment Dates wherein such default continues for a period of 5 days (including the Coupon Payment Date) from such Coupon Payment Date; and</p> <p>b) Accelerated Put Option shall be applicable on the entire amount of the outstanding principal amount of Debentures and any other dues due to the Investor(s).</p>
Service Account	The Issuer shall create a no lien service account with State Bank of India for servicing the coupon payments till conversion of the entire/ whole of the Debentures into equity, corresponding to the outstanding Debentures held by the Investor (s).

	<p>Interest Payment Mechanism:</p> <p>c) 1 (one) business day prior to each Coupon Payment Date, the Issuer shall fund service account equal to the requisite amount of coupon payment due</p> <p>d) 1(one) business day prior to each Coupon Payment Date, the Debenture Trustee shall issue notice to the Sponsor with a request to get the service account funded either by the Issuer or itself with the requisite amount on or before Coupon Payment Date.</p> <p>The Sponsor unconditionally and irrevocably shall be liable to get the service account funded with the requisite amount on or before the relevant Coupon Payment Date at such notice from the Debenture Trustee.</p>
Transfer	<p>(a) In case of exercise of Buy-out Option/ Accelerated Buy-Out Option, the Sponsor, by itself, or through any other affiliate or Equity Investor (s) nominated by the Sponsor, may acquire the outstanding Debentures.</p> <p>(b) In case of Mandatory Put Option and/or the Accelerated Put Option, the Sponsor shall be mandatorily required to buy the outstanding Debentures held by the Investor(s).</p> <p>(c) The Debentures, if required by the Principal Investor (s), maybe transferred only to the Permitted Investor at any time during the Tenure. Provided that such Permitted Investor (s) shall be permitted to transfer the Debentures to any of the Investor (s).</p> <p>(d) The Principal Investor (s) shall advise the Sponsor/Issuer within 15 days from the said transfer.</p> <p>(e) The transfer shall be for a minimum amount of 5% of the Issue Size by the Principal Investor and thereafter in multiple of Rs 50 Crore.</p>
Conversion Option	<p>The Debentures will not have any conversion option for the period it is held by the Investor(s).</p> <p>On exercise of any of the following, the conversion option shall be effective:</p> <p>a) Buy-out Option;</p> <p>b) Accelerated Buy-Out Option</p> <p>c) Mandatory Put Option;</p> <p>d) Accelerated Put Option</p> <p>Sponsor/Equity Investor shall have the unilateral right to convert the Debentures held by them to equity of the Company.</p>

Conversion Terms for Debentures	Debentures shall be automatically and compulsorily converted into ordinary equity shares of the Company at the end of the Tenure; provided however in the event that the Investors continue to hold the Debentures at the end of the Tenure, for any reason whatsoever, the conversion of the Debentures shall not happen until such time as the Sponsor has acquired the Debentures from the Investor. Further, in the event, the Sponsor exercises the Buy-out Option/Accelerated Buy-Out Option or when the Debentures are transferred to Equity Investor(s), the Sponsor may require the Company to convert the Debentures including the coupon amount and any other fee paid to the Investor (s) by the Sponsor into ordinary equity shares of the Company, before the end of the Tenure of the Debentures. Such conversion shall occur at the Conversion Price.
Conversion Price	One Debenture with Face Value of Rs 1 Crore (Rupees One Crore) shall be converted into 10 lakh (Ten Lakh) equity shares of Rs 10/- each of the Issuer. The amount of coupon and any other fee paid to Investor by the Sponsor shall be converted to equivalent number of Equity shares of the Issuer such that face value of each equity share is Rs 10/-.
Ranking of shares	The equity shares issued upon conversion of the Debentures shall rank pari-passu in all respect with the equity shares existing at the time of such conversion, including with respect to voting rights, bonus and rights shares.
Conditions Precedent To Subscription	<p>The obligation of the Principal Investor (s) to subscribe to the Debentures is subject to, among other things, to the execution of definitive Debenture Subscription Agreement/Debenture Trust Deed and Option agreement between the Principal Investor (s)/Debenture Trustee, Sponsor and the Company (as applicable) in the form and manner satisfactory to the Investor.</p> <p>It shall also be conditional on the Company and the Sponsor to comply with the following conditions to the satisfaction of the Debenture Trustee / Principal Investor (s) :-</p> <p>a) No restriction on allotment/transfer of Debentures/Shares permitted as per this term sheet:</p> <p>The Company shall provide an undertaking that the allotment of the Debentures/ shares shall not be vetoed or in any way objected to or obstructed to by the Company and any transfers as per the terms of Debenture Trust Deed/Debenture Subscription Agreement shall be duly recorded in the</p>

	<p>Company's corporate records.</p> <p>b) Statutory Approval(s) for investment by the Investor(s)</p> <p>The Company shall obtain all requisite corporate and other approvals and comply with all regulatory requirements as may be required for allotment of the Debentures/ equity shares upon conversion.</p> <p>c) Corporate Authorizations</p> <ul style="list-style-type: none"> • The Company shall get the necessary resolutions/approvals passed by it's board of directors and from it's shareholders for issue and allotment of Debentures as required under the applicable laws. • The Sponsor shall get the necessary resolutions/approvals passed by it's board of directors for the put option obligation. • Certificate from company secretary of both the Company as well as the Sponsor stating that section 185 and section 186 of Companies Act, 2013 shall not be attracted by providing put-option to the Investors. <p>d) Sponsor Undertakings:</p> <p>The Sponsor shall execute an Options Agreement providing for the following:</p> <ul style="list-style-type: none"> • To get the Service Account funded as per the terms and condition of this term sheet; • To pay Default Interest in case the Issuer is not able to pay the Default Interest within the defined timeline and as per the terms and conditions of this term sheet; and
Transaction Documents	<p>Customary documents for such Debenture issuance, including:</p> <ul style="list-style-type: none"> • Debenture Trust Deed ("DTD")/Debenture Subscription Agreement ("DSA") setting out the terms of issuance of Debentures set out in this term sheet; • Option agreement setting out the terms of the Mandatory Put Option, Accelerated Put Option, Buy-Out Option and Accelerated Buy-Out Option; • Debenture Trustee Appointment Agreement setting out the terms of appointment of Debenture Trustee and the rights and duties of the Debenture Trustee;

Events of Default	<ul style="list-style-type: none"> • Information Memorandum; and • Legal Opinion as to capacity and enforceability. • Non-payment under the Mandatory Put Option/ Accelerated Put Option by the Sponsor; • Default in performance of covenants and conditions of this term sheet/ the Transaction Documents wherein such default continues for a period of 30 days; • Supply of misleading information/breach of representations and warranties; • Liquidation or dissolution of the Company/Sponsor; and • Non-payment of coupon amount. <p>For the period of default, the Issuer shall pay an interest (which shall in addition to the Coupon Rate) at the rate of 1% (one per cent) per annum ("Default Interest") on the outstanding Debentures from the date of the default until such default is waived or remedied, whichever is earlier. In case, the Issuer fails to pay the Default Interest, Sponsor shall pay the same to the Investor (s) no later than 5 days from the receipt of demand notice from the Debenture Trustee/ Investor (s).</p>
Consequences of Event of Default	<p>If any of the Events of Default occur and are continuing, then the Debenture Trustee shall (acting on the instructions of majority of Investor (s)), by giving a written notice of 15 days to the Company and Sponsor, have the option to:</p> <ul style="list-style-type: none"> a) Exercise Accelerated Put Option; or b) Require the Company/Sponsor to arrange for a new investor (s) to purchase the Debentures. <p>These remedies to the Debenture Trustee shall be cumulative in nature, i.e. the Debenture Trustee (acting on the instructions of majority of Investor (s)) shall have the right to exercise all the options together.</p>
Representations and Warranties and Covenants	<p>The Company shall represent and warrant as under:</p> <ol style="list-style-type: none"> 1. To the best of its knowledge, the information furnished by the Company to the Debenture Trustee / Investor(s) from time to time is true and correct and is not misleading in any material respect; 2. The Company has full power, capacity and authority to execute, deliver and perform the rights and obligations provided in the DTD/DSA and has taken all necessary action to allot the Debentures/equity shares to the

Investor(s)/ Debenture Trustee on the terms and conditions contained in the DTD/DSA and to authorize the execution, delivery and performance of the DTD/DSA;

3. Nothing in the DTD/DSA conflicts with the Memorandum and Articles of Association of the Company or to the best of its knowledge with any other agreement, contract or obligation of the Company and no prior permission, sanction or consent from any person whosoever is required for performance of obligations hereunder by the Company;
4. The Company has obtained all necessary material licenses and permits and has entered into requisite arrangements as prudent for its business and shall from time to time apply for and obtain all necessary material licenses and permits and enter into such further agreements as required by it;
5. The Subscription Amount or any part thereof shall be utilized solely for the purposes as per this term sheet;
6. To the best of its knowledge, no event or condition which could have a material adverse impact on the Company or its business has occurred or is subsisting and no notice in connection therewith has been served on the Company;
7. The obligation to comply with the terms of the DTD/DSA shall constitute a legal, valid and binding obligation on the Company, enforceable against the Company in accordance with the terms hereof;
8. As on the date of signing the DTD/DSA, there are no outstanding share warrants to be issued nor is there any outstanding obligation on the Company to issue equity shares to any person against any amounts received except to the extent disclosed by the Company or for share application money received from the existing equity investors;
9. To the best of its knowledge, as on the date of signing the DTD/DSA, no resolution has been passed, petition has been presented or order has been made for administration or winding up or for the appointment of a receiver or provisional liquidator of the Company;
10. The Company's use of any intellectual property including trade secrets or confidential information, will not expose the Company or the Investor(s)/ Debenture Trustee to any infringement claims and the Company has the valid legal and contractual right to all concessions, trademarks, copyrights, trade names, patents, designs and other proprietary information and/or license agreements

	<p>necessary for the conduct of its business as now conducted and as proposed to be conducted, without any known conflict with rights of third parties; and</p> <p>11. As on the date of the signing of the Debenture Trust Deed/Debenture Subscription Agreement, the Company/Sponsor is not in default under any loan, guarantee or debt with any financial institution, bank or any other creditor to which either of them is a party or which is binding upon any of them or any of the assets or revenues of any of them.</p> <p>The Company shall expressly agree and acknowledge that the above representations and warranties shall remain in force till the termination of the DTD/DSA or till such period as the Investor(s) holds Debentures, in the Company, whichever is earlier.</p>
Accounts, Records and Reports	<p>The financial accounts of the Company shall be prepared in accordance with Indian GAAP. Audited annual accounts shall be provided within a period of 180 days from the end of the relevant fiscal year.</p>
Confidentiality	<p>The DTD/DSA shall contain provisions customary to this type of transaction regarding the confidentiality of proprietary and other information with respect to each of the Party, which is shared between the Parties. Parties agree that they shall treat this term sheet and all subsequent commercial details disclosed by either of them as confidential and shall not disclose it to any other person unless it is required to do so for fulfilling their obligations under this term sheet and/or it is required to do so under any applicable law. The confidentiality obligations and limitations on use of Confidential Information, as set forth in this term sheet, shall terminate after 24 (twenty four) months from the date of execution of this term sheet between the Parties or signing of the Transaction Documents whichever is earlier.</p> <p>Notwithstanding anything contained herein above, the Company and the Sponsor agree, accept and consent for the disclosure and sharing by the Investor (s) of all or any information and data relating to the Company and the Sponsor or any credit facilities, including but not limited to information relating to default, if any, committed by the Company and/or the Sponsor, in the discharge of their obligations, as the Investor (s) may deem appropriate and necessary to disclose and</p>

	<p>furnish, to the RBI and/or any agency/credit bureau and/or authorized in this behalf by RBI, to its professional advisers and consultants and to its service providers, third party or otherwise, through written or oral communication including paper publication and/or as required under applicable law, at the order of a court of law, or any statutory, regulatory or supervisory authority with whom it customarily complies.</p> <p>The Company and the Sponsor also accept that RBI or any other agency so authorized, any statutory, regulatory or supervisory authority, may use, process, disseminate the said information and data disclosed by the Investor (s) in such manner as they deemed fit by them in any particular circumstances and shall not hold the Investor (s) at all responsible or liable in this regard.</p>
<p>Indemnity</p>	<p>The Company as well as the Sponsor hereby indemnify and hold harmless Debenture Trustee, Investor (s), their affiliates, directors, officers, employees and personnel from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or based upon:</p> <ul style="list-style-type: none"> i. any untrue statement or misrepresentation of a material fact contained in the term sheet/Transaction Documents / other material provided by the Company/Sponsor or an omission to state a material fact therein; and ii. any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Company/Sponsor or their directors, employees, personnel or representatives. <p>The Party intending to seek Indemnity shall give notice to the other party(ies). In case of any claim for Indemnity based upon the commencement of legal action against the party(ies) seeking Indemnity, such Party(ies) shall notify, within 30 days, the Indemnifying Party(ies) in writing of the commencement thereof, and the omission so to notify the indemnifying Party(ies) shall relieve such indemnifying Party(ies) from any</p>

	<p>liability under this clause as to the particular item for which indemnification is being sought, but not from any other liability which it may have to the other Party(ies).</p> <p>Notwithstanding the generality of the foregoing, in no circumstances shall the Investor (s) or any of its affiliates or its or their respective directors, employees or representatives be liable for any indirect, special, punitive, consequential or incidental losses, claims or damages arising out of or in any manner connected with this arrangement or for any loss attributable to any of the party.</p>
Severability	<p>If one or more of the provisions hereof shall be void, invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions herein contained shall not be affected or impaired in anyway. Each Party hereto shall, in any such event, execute such additional documents as the other Party may reasonably request in order to give valid, legal and enforceable effect to any provision hereof which is determined to be invalid, illegal or unenforceable.</p>
Other terms	<ol style="list-style-type: none"> 1. The Company shall not, without the consent of the Debenture Trustee , acting on the instructions of majority of the Investor (s): <ol style="list-style-type: none"> a) Effect any change in rights for Debentures/equity shares (directly or indirectly); b) Effect any material change in scope of the business other than as envisaged in the Information Memorandum; 2. The Company shall provide an end use certificate from its statutory auditor/ chartered accountant certifying that the Debentures proceeds have been utilized for the stipulated purposes within 30 days of the Pay-in-Date (s); 3. Certificate from Company stating that the loans prepaid from the Debentures proceeds are standard in the existing lenders book, to be provided prior to utilization of Debentures proceeds for repaying the loans. Additionally the Company shall arrange for certificate from existing lenders whose loans will be repaid from the Debentures proceeds confirming that the facilities provided to Company are standard in their books within 60 days from the utilisation of Debentures proceeds for repaying the loans; and 4. Certificate from Company stating the purpose for which the loans were taken from the existing bankers, which are to be repaid from the Debentures proceeds, to be provided prior to utilization of Debentures proceeds for repaying the loans.

	Additionally the company shall arrange for an end use certificate from its statutory auditor/chartered accountant stating the purpose for which the loans which are to be repaid from Debentures proceeds, were taken from the existing lenders, within 30 days from the utilisation of Debentures proceeds for repaying the loans.
Governing Law	This term sheet, DTD/DSA and Transaction Documents shall be governed by, and construed in accordance with the laws of India.
Arbitration	If any dispute, difference, claim or question shall at any time arise between the Parties on the DTD/DSA or any clause or matter herein contained or their respective rights, claims or liabilities hereunder in relation to or arising out of or concerning the DTD/DSA, such dispute, difference, claim or question shall be referred to arbitration. Each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The venue of arbitration shall be Delhi and the proceedings shall be in the English language.
Jurisdiction	All legal proceedings, as permitted under applicable law, arising out of or under the term sheet, DTD/DSA and Transaction Documents shall be subject to the jurisdiction of the courts of Delhi.
Validity	This term sheet remains valid upto 30 days from the bid submission date i.e. 21 st April 2017.
Memorandum and Article of Association	<p>The Company shall undertake to amend the Memorandum and Articles of Association of the Company to incorporate the terms of DTD/DSA/put option (if required) to the maximum extent permitted under the Companies Act.</p> <p>Such amendments in the Memorandum and Articles of Association of the Company, shall be made within 90 days from the first Deemed Date of Allotment.</p>
Binding	<p>The Investor acknowledges that this term sheet, once accepted, shall constitute a binding agreement with respect to the proposed investment.</p> <p>Upon execution of the term sheet, the Parties shall proceed in good faith to prepare, negotiate and execute the definitive documents of the agreements reflected in this term sheet no later than 30 days from the date of bidding as per the Request</p>

for Proposal (RFP) i.e. 21st April 2017 issued by the Issuer, with each party using all reasonable efforts to complete before that date; provided that the failure to agree upon such documentation shall not void this term sheet, which shall then be implemented by each party in good faith. This term sheet, definitive documents, and any other legal documentation made under this term sheet or the definitive documentation shall be subject to the Indian law.

ONGC Petro additions Limited
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8.2. ACCELERATED BUY-OUT OPTION FORMULA

- A. In case the Accelerated Buy-Out Option is exercised between 6th Month and 29th Month from Deemed Date of Allotment

$$R = \frac{P + C_m}{(1 + Y)^T} + \sum_{k=1}^N \left(\frac{C_k}{(1 + Y)^{M_k}} \right)$$

Where,

R= Accelerated Buy-Out Price per Debenture at exercise of Accelerated Buy-Out option
(total consideration)

P = Face value per Debenture

C_k = Coupon per Debenture on the relevant Coupon payment date

C_m = Coupon per Debenture payable at Mandatory put option

T = (Mandatory Put Option date - Accelerated Buy-Out Option exercise date)/365

M_k = (Relevant coupon payment date - Accelerated Buy-Out Option exercise date)/365

N = Number of remainder scheduled coupon payments, excluding any coupon payable
at Mandatory Put-option date

Y = First Accelerated Buy-Out option exercise yield

- B. In case the Accelerated Buy-Out Option is exercised on or after 29th Month from Deemed Date of Allotment

$$R = [P(1 + C * N/365)] / (1 + Y * T/365)$$

R= Accelerated Buy-Out Price per Debenture at exercise of Accelerated Buy-Out option
(total consideration)

P = Face value per Debenture

C = Coupon Rate in %

N = Mandatory Put-Option Date - Last interest payment date

T = Mandatory Put Option date - Accelerated Buy-Out Option exercise date

Y = Second Accelerated Buy-Out Option Exercise Yield

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