



TERMS OF CCDs

A summary of the terms of the CCDs offered to IFC is set out below. All capitalized terms used herein but not defined shall have the meaning given to them under the Shareholders' Agreement, dated 10th May, 2019, executed amongst the Company, Deepak Fertilizers and Petrochemicals Corporation Limited and IFC (as amended from time to time) (the **Shareholders' Agreement**).

1. FORM AND STATUS OF THE IFC CCDs

Each IFC CCD shall be a fully paid compulsorily convertible debenture having a face value and issue price of Rupees One Million (INR 1,000,000) each.

2. COUPON

- 2.1. The IFC CCDs shall bear coupon at the rate of eight percent (8%) percent per annum calculated on their face value commencing from the date of their subscription, payable on a semi-annual basis on January 15th and July 15th of each Financial Year.
- 2.2. The Coupon shall accrue from day to day and be calculated on the basis of actual number of days elapsed from the date of subscription of relevant IFC CCDs and a year of three hundred and sixty five (365) days (or three hundred and sixty six (366) days in case of a leap year).

3. TERM

3.1. Compulsory Conversion on Maturity Date

- (a) Any IFC CCDs that have not been converted into equity shares pursuant to Paragraph 3.2 below shall be compulsorily convertible into equity shares of the Company at the end of ten (10) years from the date of subscription of the relevant IFC CCDs ("**Maturity Date**").
- (b) On the Maturity Date, the Company shall forthwith convert the relevant IFC CCDs into the number of equity shares as determined in accordance with the relevant conversion price specified in Paragraph 4 of Schedule 6 of the Shareholders' Agreement.

3.2. Voluntary Conversion

Any time after the expiry of fifty one (51) months from the Tranche 1 Subscription Date, all or any of the relevant IFC CCDs shall be convertible into equity shares of the Company at a price as determined in accordance with Paragraph 4 of Schedule 6 of the Shareholders' Agreement at the option of the holder thereof by delivering a written notice (the "**Conversion Notice**") to the Company.



3.3. Compulsory Conversion upon Listing

In the event the Company proposes a Listing at any time after the Tranche 1 Subscription Date in accordance with the provisions of the Shareholders' Agreement, then, subject to the Company having obtained prior written consent of IFC (in terms of Section 2.03 (*IFC Consent Matters*) of the Shareholders' Agreement), immediately prior to filing of a red herring prospectus with the Securities Exchange Board of India/ concerned Authority in connection with such Listing, or such later date as may be permitted by Securities Exchange Board of India/ concerned authority in accordance with the Applicable Laws, all IFC CCDs that have not been converted into equity shares pursuant to Paragraph 3.2 above shall convert into equity shares (in accordance with Paragraph 4 below) without any further act by or on behalf of the holder of IFC CCDs.

- 3.4. For the purposes of conversion of the IFC CCDs, a valuer shall be appointed in the manner specified in Paragraph 3.9 of Schedule 6 of the Shareholders' Agreement.

4. CONVERSION PRICE

The Conversion Price for the IFC CCDs shall be determined in the manner set forth in Paragraph 4 of Schedule 6 of the Shareholders' Agreement.

5. LIQUIDATION PREFERENCE

The holders of IFC CCDs shall have a liquidation preference right upon the occurrence of a Liquidation Event (*as defined below*) in the manner set forth in Paragraph 5 of Schedule 6 of the Shareholders' Agreement.

6. TRANSFERABILITY

The IFC CCDs shall be freely transferable subject to the terms of the Shareholders' Agreement.

7. RANKING

Notwithstanding anything to the contrary contained herein, the IFC CCDs shall rank senior to all the equity or preference share capital of the Company.

