

JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED

TERMS AND CONDITIONS OF SERIES A DEBENTURES

The Series A Debentures issued and allotted to the Series A Debenture Holders pursuant to the terms of the Debenture Trust Deed shall be subject to the terms and conditions set out hereunder and the Debenture Trust Deed and the Shelf Disclosure Document and the relevant Pricing Supplement(s) and other related offer documents. The terms and conditions set out in this **Part A of Schedule 19** (*Terms and Conditions of Series A Debentures*) shall also be an integral part of the Series A Debentures. Terms capitalised in this **Part A of Schedule 19** but not defined hereunder shall have the same meaning as set out under the Debenture Trust Deed.

1. STATUS

The Series A Debentures constitute direct and unconditional obligations of the Company and shall at all times rank *pari passu* inter se without any preference or priority of one over the other or others of them.

2. ISSUE PRICE

The face value of each Series A Debenture is Rs. 100 (Rupees One Hundred only). On the First Closing Date, the Series A Debentures shall be issued at a discount of Rs. 10.52 (Rupees Ten and Fifty Two Paise only) per Series A Debenture i.e. at Rs 89.48 (Rupees Eighty Nine and Forty Eight Paise) per Series A Debenture. After the First Closing Date, the Series A Debentures shall be issued at a discount of Rs. 5 (Rupees Five only) per Series A Debenture i.e. at Rs 95 (Rupees Ninety Five) per Series A Debenture.

3. FORM

The Series A Debentures shall be rated, Rupee denominated, unsecured, redeemable non convertible debentures.

4. REDEMPTION DATE

All the Series A Debentures shall be redeemed upon the expiry of 8 (eight) years from the First Closing Date ("**Final Redemption Date**") (unless extended by mutual written agreement between the holders of Series A Debentures and the Series B Debentures), unless redeemed earlier in accordance with the terms of the Transaction Documents.

5. PRIORITY IN CLAIMS

The payment to the Series A Debentures shall be made in accordance with the Transaction Documents.



6. INTEREST RATE

- 6.1. Interest on Series A Debentures shall be payable from the Distributable Amounts in accordance with the terms of the Debenture Trust Deed..

7. REDEMPTION PRICE

- 7.1. The redemption price in respect of the Series A Debentures shall be calculated and paid in the manner described under the Debenture Trust Deed.
- 7.2. On the Final Redemption Date, the Company shall redeem Series A Debentures by making payments in accordance with Debenture Trust Deed.

8. OTHERS

Any Series A Debentures redeemed pursuant to this paragraph 2 (Redemption) of this Schedule shall not be reissued by the Company to the Series A Debenture Holders.

9. MODE OF PAYMENTS

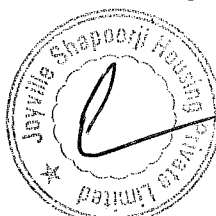
- 9.1. The payments towards Series A Debentures will be made to the sole holder of any Series A Debentures and in case of joint holders to the one whose name stands first in Register of Beneficial Owners. Such payments will be made to the person whose name appears in the Register of Beneficial Owners maintained by the Depositories on the Record Date.
- 9.2. The payments towards Series A Debentures to be made to the Debenture Holders holding Series A Debentures, including payment upon redemption shall be made by the Company using the services of electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) into the Debenture Holders' respective bank accounts notified to the Company from time to time, provided however that, where direct credit, ECS, RTGS, or NEFT service is not available, such payment shall be made by the Company by way of bank draft or demand drafts.

10. UNSECURED

The Series A Debentures are unsecured.

11. ASSET COVER

The Company shall during the currency of the Series A Debentures maintain an asset cover of at least 100% as required under the Debt Listing Regulations.



12. TRANSFER OF DEBENTURES

- 12.1. The Series A Debentures shall be transferable and such transfer of Series A Debentures would be in accordance with the rules/procedures as prescribed by the Depository and the relevant rules and regulations of SEBI and shall also be subject to the terms of the Investment Agreement.
- 12.2. Any transfer by the Series A Debenture Holders to any third party shall entitle such party to retain the same rights and responsibilities attached with the Series A Debentures as those afforded to the transferor.

13. VARIATION OF SERIES A TERMS AND CONDITIONS

The Series A Terms and Conditions may be amended, varied or modified only in accordance with the provisions of the Debenture Trust Deed.

14. BUYBACK

The Company shall not be entitled to buy back the Series A Debentures.

15. NO FRACTIONAL ALLOTMENT

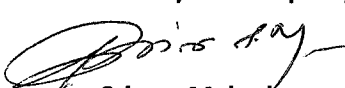
No fractional Series A Debentures shall be issued on account of funding amounts in the Global Contribution Ratio. If the number of Series A Debentures to be issued calculated in accordance with the funding amount for Series A Debentures, results in a fraction, then:

- (i) If the fraction is up to 0.49, then the number of Series A Debentures shall be rounded off to the lower number; and
- (ii) If the fraction is 0.5 or more, then the number of Series A Debentures shall be rounded off to the higher number.

16. COMPLIANCE WITH LAWS

The Company shall ensure that the issue and allotment of the Series A Debentures are in accordance with all Applicable Laws, including but not limited to the provisions of the Act.

For Joyville Shapoorji Housing Private Limited


Sriram Mahadevan
Director



TERMS AND CONDITIONS OF SERIES B DEBENTURES

The Series B Debentures issued and allotted to the Series B Debenture Holders pursuant to the terms of the Debenture Trust Deed shall be subject to the terms and conditions set out hereunder and the Debenture Trust Deed and the Shelf Disclosure Document and the relevant Pricing Supplement(s) and other related offer documents. The terms and conditions set out in this **Part B of Schedule 19 (Terms and Conditions of Series B Debentures)** shall also be an integral part of the Series B Debentures. Terms capitalised in this **Part B of Schedule 19** but not defined hereunder shall have the same meaning as set out under the Debenture Trust Deed.

1. STATUS

The Series B Debentures constitute direct and unconditional obligations of the Company and shall at all times rank *pari passu* inter se without any preference or priority of one over the other or others of them.

2. ISSUE PRICE

The face value of each Series B Debenture is Rs. 100 (Rupees One Hundred only). The Series B Debentures shall be issued at a discount of Rs. 5 (Rupees Five only) per Series B Debenture i.e. at Rs 95 (Rupees Ninety Five) per Series B Debenture.

3. FORM

The Series B Debentures shall be rated, Rupee denominated, unsecured, redeemable non convertible debentures.

4. REDEMPTION DATE

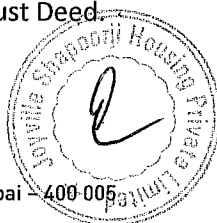
All the Series B Debentures shall be redeemed upon the expiry of 8 (eight) years from the First Closing Date ("**Final Redemption Date**") (unless extended by mutual written agreement between the holders of Series A Debentures and the Series B Debentures), unless redeemed earlier in accordance with the terms of the Transaction Documents.

5. PRIORITY IN CLAIMS

The payment to the Series B Debentures shall be made in accordance with the Transaction Documents.

6. INTEREST RATE

- 6.1. Interest on Series B Debentures shall be payable from the Distributable Amounts in accordance with the terms of the Debenture Trust Deed.



7. REDEMPTION PRICE

- 7.1. The redemption price in respect of the Series B Debentures shall be calculated and paid in the manner described under the Debenture Trust Deed.
- 7.2. On the Final Redemption Date, the Company shall redeem Series B Debentures by making payments in accordance with Debenture Trust Deed.

8. OTHERS

Any Series B Debentures redeemed pursuant to this paragraph 2 (Redemption) of this Schedule shall not be reissued by the Company to the Series B Debenture Holders.

9. MODE OF PAYMENTS

- 9.1. The payments towards Series B Debentures will be made to the sole holder of any Series B Debentures and in case of joint holders to the one whose name stands first in Register of Beneficial Owners. Such payments will be made to the person whose name appears in the Register of Beneficial Owners maintained by the Depositories on the Record Date.
- 9.2. The payments towards Series B Debentures to be made to the Debenture Holders holding Series B Debentures, including payment upon redemption shall be made by the Company using the services of electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) into the Debenture Holders' respective bank accounts notified to the Company from time to time, provided however that, where direct credit, ECS, RTGS, or NEFT service is not available, such payment shall be made by the Company by way of bank draft or demand drafts.

10. UNSECURED

The Series B Debentures are unsecured.

11. ASSET COVER

The Company shall during the currency of the Series B Debentures maintain an asset cover of at least 100% as required under the Debt Listing Regulations.

12. TRANSFER OF DEBENTURES

- 12.1. The Series B Debentures shall be transferable and such transfer of Series B Debentures would be in accordance with the rules/procedures as prescribed by the Depository and the relevant rules and regulations of SEBI and shall also be subject to the terms of the Investment Agreement.
- 12.2. Any transfer by the Series B Debenture Holders to any third party shall entitle such party to retain the same rights and responsibilities attached with the Series B Debentures as those afforded to the transferor.



13. VARIATION OF SERIES B TERMS AND CONDITIONS

The Series B Terms and Conditions may be amended, varied or modified only in accordance with the provisions of the Debenture Trust Deed.

14. BUYBACK

The Company shall not be entitled to buy back the Series B Debentures.

15. NO FRACTIONAL ALLOTMENT

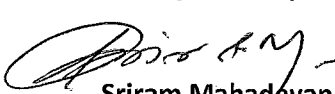
No fractional Series B Debentures shall be issued on account of funding amounts in the Global Contribution Ratio. If the number of Series B Debentures to be issued calculated in accordance with the funding amount for Series B Debentures, results in a fraction, then:

- (i) If the fraction is up to 0.49, then the number of Series B Debentures shall be rounded off to the lower number; and
- (ii) If the fraction is 0.5 or more, then the number of Series B Debentures shall be rounded off to the higher number.

16. COMPLIANCE WITH LAWS

The Company shall ensure that the issue and allotment of the Series B Debentures are in accordance with all Applicable Laws, including but not limited to the provisions of the Act.

For Joyville Shapoorji Housing Private Limited


Sriram Mahadevan
Director

