

TERMSHEET

Summary of Description of INR Bonds

Issuer	SEI Aditi Power Private Limited (the "Issuer"), a company incorporated under the Indian Companies Act, 2013 and having its registered office at Menon Eternity, 10th Floor, New #165, Old #110, St Mary's Road, Alwarpet, Chennai – 600 018.
Bonds Offered	INR 2077,000,000, 9.50% secured, non-convertible debentures, due 2027 (the "INR Bonds").
INR Bond Trustee	IDBI Trusteeship Services Limited
INR Bond Holders	Greenko Dutch B.V. and any transferee thereof that is eligible under applicable laws to subscribe to or hold the INR Bonds.
Majority INR Bond Holders	INR Bond Holders holding at least 75% of the aggregate outstanding nominal value of the INR Bonds.
Financial Support Providers	(1) The companies set out in Annex A hereto, and (2) Any subsidiary of Greenko Energy Holdings, if such entity has issued Rupee denominated bonds to the INR Bond Holder (excluding such entities which have not refinanced, repaid or discharged their outstanding rupee denominated indebtedness, within three months from the date of issuance of such Rupee denominated bonds to the INR Bond Holders) which owns a project with a rated capacity of 20.0 MW or more as set forth in the commissioning certificate for such project, but excluding the Issuer.
Issue Date	The date on which the INR Bonds are issued.
Maturity Date	10 years from the Issue Date.
Business Day	Any day other than a Saturday, Sunday or a public holiday on which banks are open for business in Mumbai.
Interest	The INR Bonds will bear interest at a rate of 9.50% per annum, payable semi-annual in arrears on 10 th July and 10 th January of each year, commencing 10 th January 2018 ("Bond Interest Payment Date"). The rate of interest shall be reset by mutual agreement between the Issuer and the INR Bond Trustee (acting on the instructions of the Majority INR Bond Holders) on the date falling one year after the Issue Date and every year thereafter.



If no agreement is reached between the Issuer and the INR Bond Trustee prior to the reset date, the existing rate of interest shall continue to be applicable.

Use of Proceeds

The proceeds of the offering will be used by the Issuer for the purposes and in the order of priority, mentioned below:

- (a) first, to pay transaction expenses;
- (b) second, to repay its Existing Project Indebtedness in full (other than existing subordinated shareholder loans) within 5 Business Days from the Issue Date; and
- (c) third, to repay the existing loans availed from its shareholders and/or group companies, and for operating expenses and working capital requirements.

“Existing Project Indebtedness” means the indebtedness incurred by the Issuer in relation to the establishment and development of the project as on the Issue Date, details of which shall be set out in a dedicated Schedule in the INR Bond Trust Deed.

Ranking

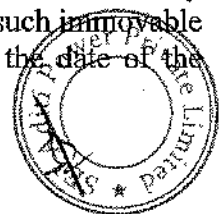
The INR Bonds will be:

- (a) unsubordinated obligations of the Issuer;
- (b) rank at least pari passu in right of payment with all unsubordinated indebtedness of the Issuer (subject to any priority rights of such unsubordinated indebtedness pursuant to applicable law); and
- (c) secured by first priority charge on the Collateral.

Collateral

The obligations of the Issuer under the INR Bonds will be secured by a first priority mortgage/charge on all immovable properties (other than any forest land) and movable properties of the Issuer (other than accounts receivables, current assets and any related escrow accounts), as permissible under applicable law. For the avoidance of doubt, no security (by way of pledge or otherwise) will be created over the securities of the Issuer, or over the securities held by the Issuer in any other entity.

The security for the benefit of the INR Bond Holders will be created by the Issuer for the exclusive benefit of the INR Bond Holders within a period of 3 months from the Issue Date. In respect of immovable property, which is agricultural land, the Issuer (wherever applicable) will take commercially reasonable steps for creation of security over such immovable property within a period of 6 months from the date of the



non-agricultural land conversion related approval for the entire immovable property of the projects of the Issuer.

The Issuer is permitted to create an exclusive charge over its accounts receivables, current assets and any related escrow accounts into which such accounts receivables shall be deposited in favour of its working capital lenders.

The Issuer undertakes that the following shall be excluded from the definition of accounts receivables for the purposes of its working capital facilities, and shall not be deposited into any escrow account that is exclusively secured in favour of the working capital lenders:

- (i) proceeds of issuance of the INR Bonds and any other additional INR denominated bonds/non-convertible debentures to be issued to the person/entity that is the INR Bond Holder on the Issue Date or its successors;
- (ii) proceeds of any Financial Support received by it; and
- (iii) proceeds of any permitted shareholder loans or investments.

Financial Support

The Issuer shall ensure that each of the Financial Support Providers (other than the Financial Support Provider listed in item (2) of the definition of Financial Support Providers on page [10]) shall enter into an agreement with the INR Bond Trustee on or before the Issue Date ("Financial Support Agreement"). Under the terms of the Financial Support Agreement:

- (a) at any time prior to the occurrence of a Financial Support Trigger Event, the Issuer shall; and
- (b) at any time after the occurrence of a Financial Support Trigger Event, the INR Bond Trustee shall

have the right to notify the Financial Support Providers and, the Financial Support Providers shall be under an unconditional and irrevocable obligation to, jointly and severally, provide funds to the Issuer to meet its obligations under the INR Bonds.

The Financial Support Provider listed in item (2) of the definition of Financial Support Providers, shall execute a Financial Support Agreement on the date on which it qualifies as a Financial Support Provider.

Such funds (the "Financial Support") shall be provided by subscribing to equity/quasi-equity/subordinated debt instruments issued by the Issuer or by way of inter-corporate



deposits or loans.

The obligations of the Financial Support Providers under the Financial Support Agreement shall be for the benefit of the Issuer, the INR Bond Trustee and INR Bond Holders (including, for the avoidance of doubt, their successors and permitted assigns).

Each Financial Support Provider and the Issuer shall ensure that it remains eligible under applicable law and shall obtain all necessary corporate actions and authorisations in order to provide and receive the Financial Support within the time periods set out below.

Each of the Financial Support Providers shall indemnify the Issuer and the INR Bond Trustee for any failure to comply with its obligations under the Financial Support Agreement.

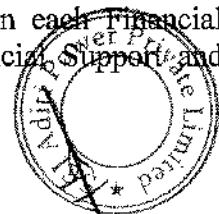
The Financial Support Providers shall acknowledge that the undertaking to provide Financial Support constitutes the legal, valid and binding obligations of each Financial Support Provider and the Issuer, enforceable in accordance with its terms irrespective of any:

- (a) change in the constitution, shareholding or otherwise of the Issuer or the Financial Support Providers;
- (b) merger of the Issuer or the Financial Support Providers with any other corporate entity;
- (c) any bankruptcy, insolvency or restructuring of the Issuer or the Financial Support Providers;
- (d) amendments, waivers or extensions made or given under the INR Bond Documents; or
- (e) any other similar event.

Financial Support Agreement shall also contain customary representations and shall provide for liquidated damages payable by the Financial Support Providers in respect of any failure by them to perform their obligations.

“Financial Support Trigger Event” means:

- (i) default in the payment of principal of (or premium, if any, on) the INR Bonds by the Issuer when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise. In such a case, on the due date for payment, the INR Bond Trustee shall be entitled to make a call on each Financial Support Provider to provide Financial Support and



Financial Support shall be provided to the Issuer within 1 day of demand such that the Issuer receives cash in an amount equal to all amounts due and payable under the INR Bonds; or

- (ii) default in the payment of interest on any INR Bonds by the Issuer when it becomes due and the continuance of any such failure for 27 days. In such a case each, on the 28th day the INR Bond Trustee shall be entitled to make a call on each Financial Support Provider to provide Financial Support and Financial Support shall be provided to the Issuer within 2 days of demand such that the Issuer receives cash in an amount equal to the aggregate amount of interest due and payable under the INR Bonds.

Right of Early Redemption at the option of the INR Bond Holder

Each INR Bond Holder shall have the right, after a period of 3 years from the Issue Date, to require the Issuer to redeem all or some of the INR Bonds held by it at 100% of the par value (together with accrued but unpaid interest and such redemption premium (if any) as may be agreed between the Issuer and the INR Bond Holders but not exceeding 5% of value of the INR Bonds being redeemed) by delivering 5 Business Days' prior notice in writing to the Issuer.

Right of Early Redemption at the option of the Issuer

The Issuer shall have the right to redeem the INR Bonds after a period of 3 years from the Issue Date, after delivering at least 5 Business Days' prior notice in writing to the INR Bond Trustee. All such redeemed INR Bonds will be redeemed at 100% of the par value (together with accrued but unpaid interest and such redemption premium (if any) as may be agreed between the Issuer and the INR Bond Holders but not exceeding 5% of value of the INR Bonds being redeemed).

Mandatory Redemption Events .

- (a) Illegality

If, at any time, it becomes unlawful or contrary to any law or regulation for the INR Bond Holder to fund or maintain its investment in the INR Bonds, the INR Bond Holder may by at least 5 Business Days' prior notice in writing to the Issuer require the Issuer to redeem all the INR Bonds held by such INR Bond Holder at 100% of the par value (together with accrued but unpaid interest).

- (b) *Change in Control*

If at any time the Issuer ceases to be a Subsidiary of Greenko Energy Holdings, the INR Bond Holder may by at least 10 Business Days' prior notice in writing to the Issuer require the Issuer to redeem all the INR



Bonds held by such INR Bond Holder at 101% of the par value (together with accrued but unpaid interest).

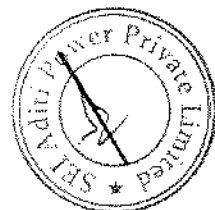
“Subsidiary” means, with respect to any specified Person:

- (1) any corporation, association or other business entity of which, on a fully diluted basis, more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders’ agreement that effectively transfers voting power) to vote in the election of directors, managers or Trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof);
- (2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof); or
- (3) any corporation, association or other business entity which is consolidated in the financial statements of such Person in accordance with GAAP.

Events of Default

The following shall constitute events of default:

- (1) default in the payment of principal of (or premium, if any, on) the INR Bonds when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise;
- (2) default in the payment of interest on any INR Bonds when it becomes due and the continuance of any such failure for 30 days;
- (3) any indebtedness of Greenko Energy Holdings (on a standalone basis) in excess of USD 100,000,000 is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual default, event of default, or any similar event (however described);
- (4) default in compliance with its obligations to undertake a Mandatory Redemption upon occurrence of a Mandatory Redemption Event;



- (5) defaults under the Transaction Documents (other than a default specified in clause (1), (2) or (3) above) and continuance for 60 consecutive days after written notice is given;
- (6) passage of 60 consecutive days following entry of the final judgment or order against the Issuer that causes the aggregate amount for all such final judgments or orders outstanding and not paid or discharged to exceed USD 10.0 million (or Dollar Equivalent thereof);
- (7) an involuntary case or other proceeding commenced against the Issuer seeking the appointment of a receiver, trustee, etc. and remains undismissed and unstayed for 60 consecutive days, or an order for relief is entered under any bankruptcy or other similar law; and
- (8) the Issuer:
 - (a) commences a voluntary case under any bankruptcy or other similar law, or consents to the entry of an order for relief in an involuntary case;
 - (b) consents to the appointment of a receiver, trustee, etc; or
 - (c) effects any general assignment for the benefit of creditors.

Covenants and undertakings

The proceeds of issue of the INR Bonds shall be utilized for the purposes and in the order of priority set out under "Use of Proceeds" above, and any use of the issue proceeds for operating expenses and working capital requirements or any payments in relation to the shareholder loans/loans availed from the group companies shall be made by the Issuer only after the Existing Project Indebtedness has been repaid in full.

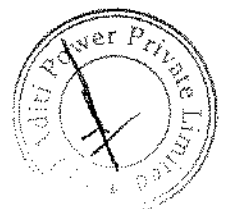
Subscription

The initial paid up value of the INR Bonds will be INR 5,000 per INR Bond (aggregating to INR 103,850,000). On the Issue Date, 20,770 partly paid up INR Bonds will be issued and allotted to the INR Bond Holder. The balance value will be paid by the INR Bond Holder subsequently.

Representations and Warranties

Customary representations and warranties for a transaction of this nature, to include but not limited to:

- (a) Status;



- (b) Binding Obligations;
- (c) Power and Authority;
- (d) Validity and Admissibility in Evidence;
- (e) Non-conflict with Other Obligations;
- (f) Taxes and No Filing or Stamp Taxes;
- (g) No Default;
- (h) Compliance with Applicable Law;
- (i) Pari Passu Ranking; and
- (j) Legal and Beneficial Ownership.

Conditions Precedent

The following conditions precedent will have to be complied with:

- (i) receipt of relevant board and shareholders' approvals by the Issuer and relevant Financial Support Providers;
- (ii) constitutional documents;
- (iii) specimen signatures;
- (iv) borrowing certificate - a certificate (as applicable) confirming that issuance of INR Bonds would not cause any borrowing or similar limit binding on the Issuer to be exceeded;
- (v) financial statements;
- (vi) all representations and warranties are true on and as of the date of issuance of the INR Bonds, before and after giving effect to such and to the application for the proceeds there from, as though made on and as of such date;
- (vii) no event of default or potential event of default has occurred and is continuing, or will result from the issuance of the INR Bonds;
- (viii) payment of all fees, costs and expenses incurred in connection with the issuance of the INR Bonds including costs for the preparation of the Transaction Documents; and



- (ix) legal opinions of external counsel in a form acceptable to the INR Bond Holders.

Transaction Documents

Documentation will include but not be limited to:

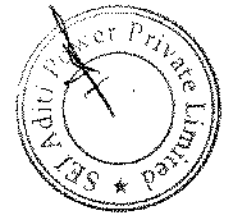
- (a) INR Bond Trust Deed;
- (b) INR Bond Trustee Agreement;
- (c) Security Documents;
- (d) Associated fee letters; and
- (e) Any other relevant documentation required by the INR Bond Holders.

Governing Law

Indian law.

Jurisdiction

Non exclusive jurisdiction of the courts of Hyderabad.



ANNEX A
FINANCIAL SUPPORT PROVIDERS

1. AMR Power Private Limited
2. Rithwik Energy Generation Private Limited
3. Hemavathy Power & Light Private Limited
4. Ratnagiri Wind Power Projects Private Limited
5. Fortune Five Hydel Projects Private Limited
6. Greenko Rayala Wind Power Private Limited
7. Greenko Budhil Hydro Power Private Limited
8. SEI Sriram Power Private Limited
9. SEI Aditi Power Private Limited
10. SEI Bheem Private Limited
11. SEI Diamond Private Limited
12. SEI Phoebus Private Limited
13. SEI Venus Private Limited
14. Sunborne Energy Andhra Private Ltd.
15. SEI Adhavan Power Private Limited
16. Jed Solar Parks Private Limited
17. SEI Kathiravan Power Private Limited
18. SEI Suryashakti Power Private Limited
19. Poly Solar Parks Private Limited

