

# Term Sheet

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| Issuer                      | Greenko Clean Energy Projects Private Limited ("GCEPPL", "Issuer" or "Borrower")   |
| Sponsors                    | <ol style="list-style-type: none"> <li>1. Glory Corporation Ltd,</li> <li>2. Greenko Mauritius,</li> <li>3. Greenko Energy Holdings (GEH)</li> </ol> <ul style="list-style-type: none"> <li>• Glory Corporation Ltd which is wholly owned subsidiary of Greenko Mauritius;</li> <li>• Greenko Mauritius is a wholly owned subsidiary of Greenko Energy Holdings ("GEH")</li> </ul> |
| Sole Arranger & Underwriter | Yes Bank Ltd   |
| Instrument                  | Unlisted, Rated, Unsecured Non Convertible Bonds ("NCDs" or "Bonds" or "Facility")   |
| Issue Size                  | INR 200 Crores (Rupees Two Hundred Crores Only)  |
| Credit Rating               | A+(SO)/Stable or above from CARE Ratings   |
| Face Value of NCDs          | Rs.1,00,000 (Rupees One Lakhs) per NCD   |
| Issue Price of NCDs         | Rs.1,00,000 (Rupees One Lakhs) per NCD   |
| Tenor/Redemption Date       | 1 year 1 day from Deemed Date of Allotment   |
| Redemption / Repayment      | Bullet at maturity   |
| Put / Call Option           | NA   |
| Coupon Rate                 | 10% p.a  |
| Interest Payment Frequency  | Semi-annual  |
| Purpose of NCD              | Proceeds of the Issue will be used for working capital and for giving advances to project vendors for project execution works and in ordinary course of business. Issue proceeds will not be used for investing in real estate and capital markets.  |
| Security                    | Unsecured  |
| Listing                     | Unlisted   |
| Default Rate                | In case of default in payment of any monies accruing due on the respective due dates, the defaulted amount thereof shall carry Default Interest, which shall be a rate of 2% per annum over and above the Coupon rate in respect of any amounts which have not been paid on the respective Due Dates   |
| Arranger Fees               | 0.5% of Issuance Amount plus applicable taxes  |
| Pay-in Date                 | 29 <sup>th</sup> September, 2017   |
| Deemed Date of Allotment    | 29 <sup>th</sup> September, 2017   |
| Day Count Basis             | Actual/actual  |
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| <b>Business Day</b>                            | Means any day of the week (excluding Saturdays, Sundays, and any other day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881)) on which banks and money markets are open for general business in Mumbai   |
| <b>Business Day Convention</b>                 | In case any Due Date falls on a day which is not a Business Day the payment to be made on such Due Date shall be made on the next Business Day, except where the Redemption Date falls on a day which is not a Business Day, in which case all payments to be made on the Redemption Date (including accrued Coupon), shall be made on the immediately preceding Business Day |
| <b>Guarantor</b>                               | Greenko Energies Private Ltd ("GEPL")   |
| <b>Corporate Guarantee</b>                     | Unconditional, irrevocable and continuing Corporate Guarantee from the Guarantor for the timely payment of all payment obligations, including the interest and principal, under the NCDs  |
| <b>Invocation of Corporate Guarantee</b>       | In case of 'Funding Shortfall Event', the Debenture Trustee will invoke the Corporate Guarantee by giving notice, through fax/email to Guarantor on the same day as the 'Funding Shortfall Event' and which is deemed to be received on the same day as sent by the Debenture Trustee.  |
| <b>Funding Shortfall Event</b>                 | A 'Funding Shortfall Event' shall be deemed to have occurred if the Designated Account is not funded with interest, redemption proceeds & any other amount due under the NCDs by 4.00pm, 5 (Five) Business Days before the respective due date.   |
| <b>Designated Account</b>                      | A separate current account to be opened and maintained with Yes Bank Ltd that would be used to service the Debenture Payments. The Debenture Holders shall have exclusive charge over the Designated Account.   |
| <b>Shareholding &amp; Management Covenants</b> | <ul style="list-style-type: none"> <li>• GEH to maintain minimum shareholding of 51%, directly or indirectly, in the Guarantor and the Issuer</li> <li>• GEH to maintain management control (as per Companies Act 2013) in the Guarantor and the Issuer</li> </ul>  |
| <b>Financial Covenants</b>                     | No financial indebtedness other than these NCDs at the Issuer as long as the NCDs are outstanding except in the form of unsecured and subordinated loans from the Greenko Group and vehicles loans up to Rs.3 crore (Such loans can be repaid subject to no event of default or breach of financial or other covenants under the NCDs)  |
| <b>Rating Acceleration</b>                     | In case the credit rating of the instrument is revised downwards to BBB+(SO) or lower by any rating agency, (whether publicly or privately), each Debenture Holder shall have a right to seek acceleration/early redemption.  |

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|                     | <p>In the event any debenture holder seeks early redemption, the Issuer shall be obligated to redeem the NCDs within 30 days of notice of such acceleration.</p>   |
| Restricted Payments | <p>Restricted Payments to include for the Issuer and GEPL:</p> <ul style="list-style-type: none"> <li>• Declaration or distribution of return on equity to shareholders</li> <li>• Redemption of shares or any action having equivalent effect</li> <li>• Redemption/ prepayment of any group company loans or advances</li> <li>• Deposits to secure any financial indebtedness at any group company</li> </ul> <p>Restricted Payments can be made as long as there is no payment default.</p>  |
| Events of Default   | <p>Events of default as stated in the Debenture Trust Deed or other documents in relation to the Debentures (together with Debenture Trust Deed referred to as the "Debenture Documents"), including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Non-payment of any amount due under the Issue on the respective due dates.</li> <li>2. Failure of the Issuer to redeem the NCDs within the stipulated timelines, upon occurrence of Rating Acceleration</li> <li>3. Cross default towards repayment obligation on account of principal amount and/or interest thereon on existing or future borrowings.</li> <li>4. Any default by Greenko Dutch BV or Greenko Investment Company under the documents relating to the bonds issued by them</li> <li>5. Insolvency or winding-up (whether voluntarily or compulsorily) of the Issuer or Guarantor.</li> <li>6. Breach of any Financial Covenants stated herein beyond the stipulated cure period.</li> <li>7. Breach of Ownership Covenants or any other covenant as set forth in the Transaction Documents.</li> <li>8. Breach of any representations and warranties.</li> <li>9. Failure by company to pay any sum under any final judgment or final order passed by court of competent jurisdictions and the same is not appealed against by the Company</li> </ol> |

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|  | <p>10. Unlawfulness</p> <p>11. Repudiation of Transaction Documents</p> <p>12. Cessation of Business</p> <p>13. Material audit qualifications and litigations</p> <p>14. Suspension of Ratings</p> <p>15. Amendment of Transaction Documents without prior approval of the Debenture Trustee</p> <p>16. Declaration as Wilful Defaulter</p> <p>17. Non-maintenance of requisite security cover</p> <p>18. If the Majority Debenture Holders concur that a Material Adverse Event has occurred.</p> <p>Any other events and with such cure periods as may be advised by Debenture Trustee/investors, and as captured in the Debenture Trust Deed.</p> <p>Cure Period of 90 days for events, other than those specified in items (1), (2), (3) &amp; (4) for which no cure period is available.</p>  |
| Consequences of Event of Default                         | <p>The consequences of default will, include but not be limited to the following:</p> <p>a. Declare that all or part of the redemption amounts and other monies which are due or payable in terms of the Debenture Documents to the Debenture Holders or the Debenture Trustee, be immediately due and payable, whereupon they shall become immediately due and payable;</p> <p>b. accelerate all payments due from the Issuer to the Debenture Holders and the Debenture Trustee, and declare all redemption amounts and all other monies which are due or payable in terms of the Debenture Documents to the Debenture Holders or the Debenture Trustee, wholly or partly, to be immediately due and payable;</p> <p>c. Exercise such other rights as may be available to the Debenture Holders and the Debenture Trustee under the Debenture Documents, any other contracts or agreements or applicable Laws or in equity or otherwise.</p> |
| Mode of Issuance & Timelines for allotment of Debentures | <p>Dematerialised and to be allotted within two(2) working days from the Deemed Date of Allotment</p>  |

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| <b>Resolutions required</b>           | The Issuer should ensure that all the consents and resolutions required to issue NCDs and providing Guarantee from Guarantor are in place prior to the issue.  |
| <b>Conditions Precedent</b>           | <p>Shall include the following:</p> <ul style="list-style-type: none"> <li>• Delivery of relevant constitutional documents and corporate authorizations as advised by Legal Counsel</li> <li>• Execution of all the Transaction Documents to the satisfaction of Sole Arranger</li> <li>• No Event of Default has occurred</li> <li>• There is no material adverse effect and there are no circumstances existing which could give rise, with the passage of time or otherwise, to a material adverse effect.</li> <li>• Any other conditions as the Investors and/or the Debenture Trustee may require.</li> <li>• Signing of Information Memorandum</li> <li>• Obtaining credit rating and furnishing Rating Letter &amp; Rating rationale</li> <li>• Obtaining consent of Debenture Trustee to act as Debenture Trustee</li> <li>• Opening of Designated Account with Yes Bank Ltd</li> </ul> <p>Such other conditions/documents required by the Debenture Trustee / investors, and as may be mutually agreed and captured in the Debenture Trust Deed.</p> |
| <b>Transaction Documents</b>          | <ol style="list-style-type: none"> <li>1. Information Memorandum/Disclosure Document/PAS-4</li> <li>2. Debenture Trustee Agreement</li> <li>3. Debenture Trust Deed</li> <li>4. Corporate Guarantee</li> <li>5. Rating Letter</li> <li>6. Security Creation document (if any) including hypothecation deed and forms for filing of charge</li> <li>7. Debenture Trustee Consent Letter</li> </ol> <p>Any other document as agreed between the Issuer and the Debenture Trustee</p>   |
| <b>Representations and Warranties</b> | <p>Each Obligor will make representations usual for instruments of this nature, in respect of itself and other members of the Group (as applicable) including but not limited to each of the following representations, on the date of the Debenture Trust Deed:</p>   |

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|                                       |                   | <ul style="list-style-type: none"> <li>(a) Status;</li> <li>(b) Binding obligations;</li> <li>(c) non conflict with other obligations;</li> <li>(d) power and authority;</li> <li>(e) validity and admissibility in evidence;</li> <li>(f) governing law and enforcement;</li> <li>(g) no default;</li> <li>(h) no misleading information;</li> <li>(i) financial statements;</li> <li>(j) pari passu ranking;</li> <li>(k) good title to assets;</li> <li>(l) legal and beneficial ownership</li> <li>(m) security creates interest and ranking it is</li> <li>(n) expressed to create;</li> <li>(o) no proceedings pending or threatened; and</li> <li>(p) authorised signatories</li> </ul>  |
| <b>Trustees</b>                       |                   | To be appointed based on mutual agreement   |
| <b>Transaction Counsel</b>            | <b>Legal</b>      | To be appointed based on mutual agreement   |
| <b>Expenses</b>                       |                   | All expenses related to the issue including but not limited to costs relating to stamp duty, legal and other expenses etc. will be to the account of the Issuer   |
| <b>Material Adverse Circumstances</b> | <b>Adverse</b>    | <p>"Material Adverse Effect" or "Material Adverse Event" means an event or circumstance which shall have occurred (or an event which is likely to result in a material adverse change) in -</p> <ul style="list-style-type: none"> <li>a. The financial or business conditions of the Issuer or Guarantor</li> <li>b. The ability of the Issuer or Guarantor to perform its obligations under any debenture document or Project documents or</li> <li>c. The validity legality or enforceability of any Debenture or any of the Debenture Documents, the rights and remedies of any finance party under any of the Transaction Documents.</li> </ul> <p>Majority Debenture Holders shall have the absolute discretion to determine whether a Material Adverse Event has occurred.</p> |
| <b>Majority Debenture Holders</b>     | <b>Debtenture</b> | Majority Debenture Holders for the purpose of this Term Sheet shall mean Debenture holders holding equal to or more than 75% of the value of each individual series of the Debentures at that point of time.  |
| <b>Clear Market Provision</b>         |                   | Not applicable  |



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| <b>Exclusivity</b>                    | During the validity of the Offer, the "Sole Arranger" will have the exclusive right to arrange the Issue. In the event potential investors approach the Issuer directly, the Issuer should direct them to the Sole Arranger. |
| <b>Publicity &amp; Communication</b>  | On successful conclusion of the transaction, the Sole Arranger reserves the right to issue publicity material such as tombstones, advertisements etc. after discussion with the Issuer.                                      |
| <b>Governing Law and Jurisdiction</b> | Governing law: laws of India<br>Jurisdiction: courts and tribunals at Mumbai   |
| <b>Validity of Offer Letter</b>       | Not applicable   |

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*H.V. Kulkarni*

