

**Part B**

**Terms and Conditions of Issuance of CCDs**

<b>KEY TERMS</b>	
<b>Issuer/Company</b>	Agarwal Packers and Movers Limited
<b>Promoter(s)</b>	Mr. Ramesh Agarwal; Mr. Rajender Agarwal; Mr. Navneet Agarwal; M/s. Ramesh Kumar Agarwal HUF; M/s. Aggarwal Packers and Logistic Private Limited; M/s. Maxcare Packers and Movers Limited; M/s. Dilli-6 Restaurants and Recreation Home Limited; M/s. APM Infrastructure Private Limited. (Collectively, " <b>Promoters</b> ")
<b>Pledgor</b>	Mr. Rajender Agarwal, Ramesh Agarwal HUF, Mr. Navneet Agarwal, the Company, APM Highway Terminal Private Limited and Maxcare Packers and Movers Private Limited.
<b>Obligor</b>	The Company, Mr. Ramesh Agarwal, Mr. Rajender Agarwal, Mr. Navneet Agarwal, DRS Warehousing (North) Private Limited, Aggarwal Packers and Logistic Private Limited, Maxcare Packers and Movers Private Limited, APM Infrastructure Private Limited and Chhai Hazar Ek Paanch Hazar Ek Packers and Movers Private Limited.
<b>Debenture Trustee</b>	Vistra ITCL India Limited (" <b>Debenture Trustee 2</b> ")
<b>Type of Instrument</b>	INR denominated, unlisted, senior, secured compulsorily convertible debentures to be issued in dematerialized form (" <b>CCDs</b> ")
<b>Facility Purpose/ Use of funds</b>	The proceeds of the CCDs shall be utilized by the Company solely for (a) meeting its working capital, and capital expenditure requirements; (b) for creation of the DSRA - CCDs; (c) acquisition of shares of any synergistic businesses; (d) towards its general corporate purposes; and (e) refinancing the existing term loan facility up to an amount of INR 60,00,00,000 (Indian Rupees Sixty Crores only) provided by Axis Finance Limited to the Company



<b>Nature of Instrument</b>	INR denominated unlisted, senior, secured, compulsorily convertible debentures
<b>Issue Price</b>	At face value of the CCDs i.e., INR 1,00,000 (Indian Rupees One Lakh) each.
<b>Mode of Issue</b>	Preferential allotment on private placement basis
<b>Issue Size</b>	Upto INR 50,00,00,000 (Indian Rupees Fifty Crores only) issued in one or more tranches.
<b>Interest Rate</b>	8.75% (Eight Point Seven Five Percent) per annum compounded monthly and payable quarterly. ("Interest" or "Interest Rate")
<b>Interest Payment Frequency</b>	Quarterly payments
<b>Interest payment dates</b>	February 01, May 01, August 01, and November 01 of each calendar year. ("Interest Payment Date")
<b>Interest Type</b>	Fixed
<b>Coupon Reset Process</b>	N.A.
<b>Default Interest Rate</b>	Additional 2% (Two Percent) per annum over and above the Interest Rate on the outstanding amount from the date of occurrence of an event of default till the date of remedy of such event. The events of default have been defined and specified in detail under the CCD Subscription Agreement.
<b>Tenor</b>	CCDs can be converted into equity shares of the Company at any time after 7 (Seven) years from the date of issuance of the CCDs, at the option of the CCDs Holder, however CCDs shall compulsorily convert into equity shares of the Company at the expiry of 10 (Ten) years from the date of issuance of CCDs.
<b>Conversion</b>	<p>(a) <u>Voluntary Conversion</u>: CCDs Holder at its option, shall have the right to convert the CCDs Holders' CCDs at any time after 7 (Seven) years from the date of issuance of the said CCDs into equity shares of the Company, however CCDs Holders' CCDs shall compulsorily convert into equity shares of the Company at the expiry of 10 (Ten) years from the date of issuance of CCDs Holders' CCDs to the CCDs Holder. In case of an event of default, the Investor shall have the right to convert the CCDs Holders' CCDs in to equity shares of the Company at any time (including prior to the aforesaid period of 7 (Seven) years period) at its sole discretion.</p> <p>(b) Mandatory conversion only in case of an initial public</p>



	<p>offering of the securities of the Company (i.e., offer for listing any Securities on recognizes stock exchange).</p> <p><u>Conversion Price:</u> Subject to Applicable Law and subject to adjustments from time to time as provided herein, CCDs Holders' CCDs shall convert at a price of INR 1,202 (Indian Rupees One Thousand Two Hundred and Two only) per equity share (subject to adjustments from time to time) ("<b>Conversion Price</b>") such that the CCDs Holder receives at least 4,15,973 (four lakh fifteen thousand nine hundred and seventy three) equity shares of the Company constituting 6.71% (six point seven one percent) of the total equity shares on a fully diluted basis.</p>
<b>Anti-dilution Adjustments</b>	<p>(a) The CCDs Holder shall be entitled to anti-dilution adjustments in the manner set out in the CCD Subscription Agreement (Anti Dilution). It is clarified that the adjustments as mentioned in this paragraph (a) is without prejudice and subject to adjustments in shareholding as provided for in paragraphs (b) to (e) below.</p> <p>(b) If, whilst any CCDs Holder's CCDs remains capable of being converted into equity shares, the Company splits, sub-divides (stock split) or consolidates (reverse stock split) the Equity Shares into a different number of shares of the same class, the number of equity shares issuable upon a conversion of the CCDs Holder's CCDs shall, subject to Applicable Law and receipt of requisite written consent from the CCDs Holder, be proportionately increased in the case of a split or sub-division (stock split), and likewise, the number of equity shares issuable upon a conversion of the CCDs Holder's CCDs shall be proportionately decreased in the case of a consolidation (reverse stock split).</p> <p>(c) If, whilst any CCDs Holder's CCDs remains capable of being converted into equity shares, the Company issues bonus shares or makes other distribution of equity shares to the holders of equity shares then the number of equity shares to be issued on any subsequent conversion of CCDs Holder's CCDs shall, subject to Applicable Law and receipt of requisite written consent for the CCDs Holder, be increased proportionately and without payment of additional consideration in relation thereto by the CCDs Holder.</p> <p>(d) If the Company, by re-classification or conversion of securities or otherwise, changes any of the equity shares into the same or a different number of securities of any other class or classes, the right to convert the CCDs Holder's CCDs into equity shares shall thereafter represent the right to acquire such number and kind of</p>



	<p>securities as would have been issuable as the result of such change with respect to the equity shares that were subject to the conversion rights of the CCDs Holder immediately prior to the record date of such re-classification or conversion.</p> <p>(e) If any equity shares are bought back or cancelled or otherwise cease to exist, then, the CCDs Holder, upon the conversion of the CCDs Holder's CCDs at any time after the record date on which the equity shares cease to exist shall receive, in lieu of the number of equity shares that would have been issuable upon such conversion immediately prior to the date of termination of equity shares, the securities or property that would have been received if the right to convert CCDs Holder's CCDs into equity shares had been exercised in full immediately before the date of termination of the equity shares.</p> <p>(f) The CCDs Holder shall be entitled to the cumulative benefit of all adjustments referred to herein and under CCD Subscription Agreement.</p>
<b>Seniority</b>	The CCDs shall rank senior to other shareholders, including any series of equity shares or preference shares or any other convertible instruments issued by the Company
<b>Minimum Application Size</b>	INR 1,00,000/- (Indian Rupees One Lakh only) per CCD (Minimum application is of 1 (one) CCD of face value of INR 1,00,000/- (Indian Rupees One Lakh only) and in multiples of 1 (one) CCD thereafter.)
<b>Issue Timing</b>	<p>Issue Opening Date in relation to each tranche of the CCDs: As per the relevant Supplemental Disclosure Document.</p> <p>Issue Closing Date in relation to each tranche of the CCDs: As per the relevant Supplemental Disclosure Document</p> <p>Deemed Date of Allotment in relation to each tranche of the CCDs: As per the relevant Supplemental Disclosure Document</p> <p>The deemed date of allotment for each tranche of CCDs will be mentioned in the respective Supplemental Disclosure Document issued in respect of each tranche of CCDs. All benefits relating to the CCDs will be available to the CCD Holder from the deemed date of allotment for the respective tranche. The actual Allotment of the CCDs may take place on a date other than the deemed date of allotment under each tranche. The Company reserves the right to keep multiple Allotment date(s)/deemed dates(s) of Allotment at its sole and absolute discretion without any notice. The Deemed Date of Allotment may be changed (advanced/postponed) by the Company at its sole and absolute discretion.</p>





<b>Trading mode of the Instrument</b>	Demat only
<b>Depositories</b>	National Securities Depository Limited/ Central Depository Services Limited
<b>Redemption</b>	The CCDs Holder's CCDs shall not be redeemable by repayment of the CCD subscription amount and Interest. Any and all amounts to be repaid in respect of the CCDs Holder's CCDs shall only be effected by way of the conversion of the CCDs into equity shares of the Company.
<b>Liquidation Preference</b>	<p>Upon the occurrence of a Liquidation Event, the holders of the CCDs shall receive the respective liquidation preference amount in accordance with the terms of the CCD Subscription Agreement.</p> <p>The terms "<b>Liquidation Event</b>" shall mean (A) the liquidation, winding up or dissolution of the Company for any reason whatsoever (including without limitation through a members' or creditors' voluntary winding-up process or a court directed winding-up process), or (B) a sale of the Company and its subsidiaries on a consolidated basis through a merger or consolidation, sale of equity shares or any other securities or other acquisition or any other means (in one transaction or a series of transactions) in which its shareholders do not retain a majority of the voting power of the surviving corporation, or sale, conveyance, lease or other disposition (by license or otherwise) of 50% (Fifty Percent) or more of the Company's assets and/or intellectual properties;</p>
<b>Security</b>	<p>The Interest accrued and payable on the CCDs Holder's CCDs is secured by:</p> <ul style="list-style-type: none"> <li>(a) Post-dated cheques issued by the Company in the name of Debenture Trustee 2 for all schedule Interest payments on CCDs;</li> <li>(b) Creation of first and exclusive charge over DSRA - CCDs;</li> <li>(c) Pledged over 26 % full paid up equity shares of the Company;</li> <li>(d) Non-disposal undertaking by the Mr. Rajender Agarwal, Ramesh Agarwal HUF, Mr. Navneet Agarwal and Aggarwal Packers and Logistic Private Limited over 24% full paid up equity shares of the Company;</li> <li>(e) Non-disposal undertaking by Mr. Ramesh Agarwal, Mr. Rajender Agrawal, Mr. Navneet Agarwal, Aggarwal Packers and Logistic Private Limited, Maxcare Packers and Movers Private Limited, APM Infrastructure Private</li> </ul>



	<p>Limited, DRS Warehousing (North) Private Limited and Chhai Hazar Ek Paanch Hazar Ek Packers and Movers Private Limited with respect to CCDs;</p> <p>(f) Pledge of 49% full paid up equity shares of the DRS Warehousing (North) Private Limited;</p> <p>(g) Non-disposal undertaking by APM Highway Terminal Private Limited over 2% fully paid up equity shares of DRS Warehousing (North) Private Limited;</p> <p>(h) Pledge over 100 % full paid up equity shares of APM Highway Terminal Private Limited;</p> <p>(i) Post-dated cheques/undated cheques form Mr. Ramesh Kumar Agarwal, Mr. Rajender Agarwal, Mr. Navneet Agarwal and APM Infrastructure Private Limited for the entire Put Option amount; and</p> <p>(j) Second ranking charge on the Mortgaged Properties. (collectively "Security")</p>
<b>Reserved Matters</b>	<p>Prior to conversion of CCDs Holder CCDs, a prior written consent of CCDs Holder shall be required on certain reserved matters provided in CCD Subscription Agreement in the manner set out in CCD Subscription Agreement. Upon conversion of CCDs Holder CCDs into equity shares of the Company, CCDs Holder shall continue to be entitled to the right to approve the said reserve matters. The reserved matters have been defined and specified in detail under the CCD Subscription Agreement.</p>
<b>Escrow Accounts and Escrow Mechanism</b>	<p>As per the terms of the Transaction Documents.</p>
<b>Governing Law and Jurisdiction</b>	<p>The Transaction Documents will be governed by and construed in accordance with Indian Law. The place of jurisdiction would be Delhi.</p>

