

TERMS OF THE NON-CONVERTIBLE DEBENTURES (NCDs)

1. STATUS

- a. The NCDs shall be sub-ordinated to Rupee Facility granted by Rupee Lenders with respect to (a) payment of interest, and (b) repayment of capital upon a liquidation of the Company (including in terms of tenor, security (where permitted by the Rupee Lenders in writing) and rights relating to acceleration);
- b. The NCDs are unrated, unsecured and shall not be listed
- c. Servicing of these NCDs is subject to Lender's prior written approval and compliance with RPC under the Existing Financing Documents or as specifically agreed by the Rupee Lenders.
- d. None of the terms of the NCDs can be changed without approval of Rupee Lenders.

2. PURPOSE OF ISSUE

NCDs are being issued to make payment of Total Contract Amount as defined in the CFRP Works Contract signed between the Company and Navayuga Engineering Company Limited on June 3, 2020 and in terms with the Investment Agreement dated June 3, 2020 (as amended from time to time) signed between the Company, Navayuga Road Projects Private Limited, Navayuga Engineering Company Limited, Navayuga Infra Projects Private Limited, Sekura Roads Limited and Edelweiss Infrastructure Yield Plus and for other general corporate purpose.

3. FACE VALUE

Each NCDs shall have a face value of Rs. 1,000/- (Rupees One Thousand only).

4. TERM

- 4.1. The term of the NCDs shall be till November 30, 2032, or such extended term as may be determined by the Board of the Borrower with the prior written consent of the Lender (*Final Redemption Date*).

5. PAYMENTS

The NCD Holders shall be entitled to a non-cumulative interest at an annual coupon rate not exceeding 18% (per cent) on the outstanding value of the NCDs subject to Cash Surplus (after satisfaction of Restricted Payment Conditions ("RPC")/ other conditions under agreements with Rupee Lenders to the satisfaction of the Rupee Lenders) of the Borrower or as allowed

by the Rupee Lenders under Existing Financing Documents and any limit permissible by law (*Coupon Amount*).

The interest shall be paid as a simple interest (on pay-as-able basis) on half yearly basis, on or before the expiry of 45 days from the end of half financial year ending on September 30 and March 31 (i.e. by Nov 14 and May 15) or next succeeding day if the interest payment day falls on a holiday.

The first period shall be from the date of allotment of NCDs to March 31, 2021 and payable on or before May 15, 2021.

It is clarified that the Coupon Rate shall be computed as simple interest on the total amount outstanding in respect of the NCDs at the end of each relevant Interest Period, i.e., on the outstanding value of the NCDs.

Provided that in case of insufficiency of Cash Surplus to make full payment of Coupon Amount for a particular Interest Period, the same shall be carried forward in subsequent Interest Period upto the Final Redemption Date. Such carried forward Coupon Amount shall not earn any further coupon. Any unpaid carried forward Coupon Amount remaining outstanding post Final Redemption Date shall lapse.

The payment of coupon shall be made to the NCD holders whose names appear in the register of debenture holders two working days prior to the coupon payment date.

6. REDEMPTION

6.1. NCDs (including any outstanding Carried forward Coupon Amount) shall be redeemable, in full or part on the following terms:

(i) At any time out of Cash Surplus of the Borrower after satisfaction of Restricted Payment Conditions as defined under Existing Financing Documents and as allowed by the Rupee Lenders; or

(ii) With the prior written consent of the Rupee Lenders

6.2. Redemption Amount will be the outstanding value of the NCDs or a part thereof as the case may be.

6.3. In case Redemption Notice is issued during the Interest Period, Coupon Amount for the Redemption Amount will have to be computed for the period until redemption.

6.4. Redemption Procedure

The NCDs shall be redeemed in the following manner:

6.4.1 The Borrower shall redeem the NCDs upon receipt of a written notice (the *Redemption Notice*) by the NCDs Holders. Subject to compliance with clause 6.1 hereinabove, the redemption of the NCDs shall be completed within a period of 5 (Five) days from the date of receipt of the Redemption Notice.

6.4.2 The Redemption Notice shall specify the amount which each of the NCD Holders shall be entitled to receive pursuant the redemption of the NCDs as also the amount per NCDs which is being redeemed, in each case, in accordance with this paragraph 6.

6.4.3 Within a period of 5 (Five) days from the date of receipt of the Redemption Notice:

6.4.3.1 Subject to compliance with clause 6.1 hereinabove, the Borrower shall make payment to the NCDs of such amounts as may be specified in the Redemption Notice; and

6.4.3.2 The Borrower shall update its register of debenture holders to record the redemption of the NCDs.

6.4. 4 The Borrower shall do all such acts and deeds to give effect to the provisions of this paragraph

7. TRANSFERABILITY

7.1 The NCDs shall, subject to applicable Law and subject to the prior written consent of Rupee Lenders, be freely Transferable at all times, and to any Person.

7.2 Any Person holding any NCDs pursuant to a Transfer of the NCDs in accordance with the terms of this term sheet, shall be deemed to be a party to this arrangement, and shall be bound by the terms of this term sheet, as though such Person were a party to this arrangement from the date hereof and all references to the terms "NCD Holder", as appearing in this term sheet, shall include the transferee of the NCDs. Such NCD Holder shall also enter into a subordination agreement with the Rupee Lenders