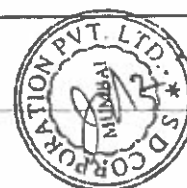


Issuer/Company	S D Corporation Private Limited
Type of Instrument	Redeemable, Secured, rated and unlisted non-convertible debentures ("NCDs"/"Debentures")
Purpose of the Issue	General Corporate Purposes (including refinancing of existing debts)
Subscriber	any funds managed by Franklin Templeton Asset Management (India) Private Limited (through any of its schemes)
Guarantor/SPCPL	Irrevocable, unconditional and continuing corporate guarantee of Shapoorji Pallonji and Company Private Limited.
Put option provider and Put Option Agreement	Cyrus Investments Private Limited and Sterling Investment Corporation Private Limited, jointly and severally. The Put Option Providers shall execute the put option agreement to the satisfaction of the debenture trustee.
Subscription Amount	Up to INR 750 Crores in one or more tranche. Out of which INR 475 Crore shall be the first tranche/initial tranche to be issued in multiple sub-tranches. While INR 275 Crore shall be the other tranche, to be paid in the manner more particularly described in the debenture trust deed. A sum of INR 250 Crore out of INR 275 Crore is at the discretion of the Investor.
Tenor and Redemption Schedule	3 years from the deemed date of allotment of the first sub-tranche of the initial tranche debentures, unless redeemed earlier as per the provisions of the transaction documents to be executed in relation thereto. The Debentures shall be redeemed on the date falling on the expiry of 3 (three) years from the Deemed Date of Allotment of the first sub-tranche of the initial tranche debentures.
Optional Early Redemption	Any Debenture holder may seek redemption in full (without prepayment premium) if: SPCPL rating falls to A or below or a fresh rating is assigned at A or below or rating is suspended or withdrawn. In case of multiple rating agencies rating the Issuer, the lowest rating outstanding shall be considered; and/or NCDs rating falls to A+(SO) or below or a fresh rating is assigned at A+(SO) or below or rating is suspended or withdrawn. In case of multiple rating agencies rating the NCDs, the lowest rating outstanding shall be considered.
Timelines for Optional Early Redemption Notice	An early redemption notice shall be sent within 3 (three) months after the date of occurrence of optional early redemption event
In case Debenture Holder opts for Optional Early Redemption	Payment of outstanding amount in 4 equal tranches: <ul style="list-style-type: none"> • On the expiry of one month after receipt of Optional Early Redemption Notice, the Issuer shall redeem 25% of the outstanding Debentures by paying the principal amount outstanding on such Debentures along with the accrued Coupon and applicable Redemption Premium; • On the expiry of two months after receipt of Optional Early Redemption Notice: the Issuer shall redeem 25% of the outstanding Debentures by paying the principal amount outstanding on such Debentures along with the accrued Coupon and applicable Redemption Premium; • On the expiry of three months after receipt of Optional Early Redemption Notice: the Issuer shall redeem 25% of the outstanding Debentures by paying the principal amount outstanding on such



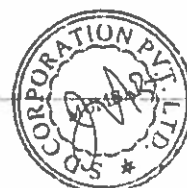
	<p>Debentures along with the accrued Coupon and applicable Redemption Premium; and</p> <ul style="list-style-type: none"> On the expiry of four months after receipt of Optional Early Redemption Notice: the Issuer shall redeem all balance outstanding Debentures by paying the principal amount outstanding on such Debentures along with the accrued Coupon and applicable Redemption Premium and all other amounts payable in terms of this Deed such that the Debenture Holders receive the entire outstanding Debenture Payments.
Credit Rating	The Debentures have been assigned a rating of AA (SO) by CARE. The rating shall be updated annually, to the extent required by and in compliance with Applicable Law.
Debenture Trustee	Axis Trustee Services Limited.
Applicable Coupon Rate and Coupon Reset Events	<p>shall mean such coupon either at original coupon rate or revised coupon rate payable quarterly.</p> <ul style="list-style-type: none"> Original Coupon Rate 11.50% per annum Revised Coupon Rate <p>Shall mean the revised rate of coupon as set out below:</p> <ul style="list-style-type: none"> In case of a rating downgrade of the Debentures from AA (SO) or assignment/downgrade of rating lower than AA (SO) by CARE or by any other rating agency (registered with the SEBI), the applicable Coupon Rate shall be increased by 50 (Fifty) bps per annum for every notch of rating downgrade and shall apply on and from the date of such revision in rating; In case of a rating upgrade of the Debentures from AA (SO) and assignment/upgrade of rating higher than AA(SO) by CARE or by any other rating agency (registered with the SEBI), the applicable Coupon Rate shall be reduced by 50 (Fifty) bps per annum for every notch of rating upgrade and shall apply on and from the date of such revision in rating; In case of non-occurrence of any Deleverage Event as per the relevant timelines, the applicable Coupon Rate shall be increased by 1% per annum. The revised Coupon Rate shall be applicable only until achievement of relevant Deleverage Event and shall be paid along with the immediately succeeding Coupon payment date, and thereafter it shall be re-instated to the applicable Coupon Rate as was applicable prior to such increase.
Redemption Premium	shall mean premium payable on the principal amount of each Debenture outstanding, such that the yield to each holder of the Debenture on the principal amount of each such Debenture held by it (including the Coupon at the Original Coupon Rate paid by the Company on such Debentures), is equal to an IRR of 14.5356% (fourteen point five three five percent).
Default Interest	<ul style="list-style-type: none"> 2% (two percent) compounded quarterly over and above the Coupon
Security	<ul style="list-style-type: none"> Post-dated cheques issued by the Issuer signed by at least one director of the Issuer for the Subscription Amount, Coupon and Redemption Premium (less Coupon); An unconditional, irrevocable and continuing corporate guarantee from the Guarantor;



	<ul style="list-style-type: none"> unencumbered development rights of the Issuer in relation to the property situated at Samata Nagar, Kandivali East, Mumbai 400 101, which shall provide a security cover of 1.5x of outstanding amount of the Debentures or any other assets of the Issuer or any Person (to be identified within 150 days from the deemed date of allotment of the initial tranche debentures and created and perfected within 180 days from the deemed date of allotment of the initial debentures). any such other security as agreed between the parties and as set out in the transaction documents.
Security Cover and Valuation	<ul style="list-style-type: none"> Security cover of 1.5x of the outstanding Debenture payments to be maintained. Valuation of the security to be taken on a periodic basis as may be specified in the transaction documents.
Pre-payment	<ul style="list-style-type: none"> Issuer shall have the right to voluntarily prepay the outstanding NCDs, in full, at any time upon occurrence of Liquidity Event by paying prepayment premium as applicable in the manner set out in the transaction documents. 15 days prior written notice will be given to the NCD Holders in case of exercise of voluntary prepayment. In the event an encumbrance is created over the shares or securities of the Guarantor, in terms of the transaction documents, the Debenture Trustee may at its discretion require the Company to prepay the debentures at the prepayment premium in accordance with transaction documents. In the event of sale of shares / securities of the Put Option Providers (other than any <i>inter se</i> share transfer between Mr. Shapoor Mistry and Mr. Cyrus Mistry) or any asset monetization at the Put Option Providers including sale of shares or other securities held by the Put Option Providers in Tata Sons, in terms of the transaction documents, the Debenture Trustee may at its discretion require the Company to prepay the debentures without payment of prepayment premium in accordance with transaction documents. Illegality <ul style="list-style-type: none"> In case of illegality in relation to the obligors pursuant to change in applicable law (not attributable to any act or omission of any of the Obligor), the debenture holders shall be entitled to early redemption of the debentures without any prepayment premium; In case of illegality in relation to the debenture holders, the obligors shall prepay the debentures without any prepayment premium.
Liquidity Event	<p>Minimum cumulative Rs.1000 crore monetization from any one or combination of the following events</p> <ul style="list-style-type: none"> Monetization of assets in any of the Put option providers Sterling and Wilson Solar IPO Asset monetization plan of real estate division of SPCPL (SPRE) Any Monetization of Assets at subsidiaries of SPCPL and/or Company/subsidiaries of the Company.
Prepayment premium	<ul style="list-style-type: none"> Holding period XIRR of 17 % in case prepayment before 12 months. Holding period XIRR of 16% in case prepayment any time after 12 months and before 24 months



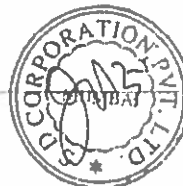
	<ul style="list-style-type: none"> • Holding period XIRR of 15% in case prepayment after 24 months.
Deleverage event	<ul style="list-style-type: none"> • The cumulative Debt at SD Corp shall come down below INR 4500 crore at the end of 12 months from first disbursement and below INR 4000 crore at the end of 24 months from first disbursement from its present levels not exceeding INR 5000 Crore. The reduction can be from liquidity event defined above or any other mode.
Funding Mechanism	<ul style="list-style-type: none"> • The Company shall ensure that at least 10 (ten) calendar days prior to any due date of the payment in relation to the Debentures, the designated account is funded with the necessary amounts to meet the debenture payments on necessary due dates. In the event the Company fails to fund the designated account, the Guarantor and the Put Option Providers shall jointly and severally deposit the necessary amounts in the designated account as are required to meet the debenture payments on the relevant due date on or before 4 days prior to the due date ("Trigger Date") for any debenture payment. In the event the Guarantor and the Put Option Providers fail to fund the designated account on the Trigger Date as stated aforesaid, then the same shall amount to an event of default and the debenture trustee and the debenture holders shall have the right to exercise any of its rights in this regard available to them including but not limited to right of invocation of the Corporate Guarantee or the Put Option Agreement, at its sole discretion. • In the event any redemption amounts are deposited in the designated account in terms of the above mechanism by the Company, the Guarantor and/ or the Put Option Providers, as the case may be, and the Company is desirous of paying the same over to the Debenture Holders on a date prior to the redemption due date, in which case, the Company shall before making the payments of such amounts to the debenture holders, provide at least 1 (one) day prior written notice to the debenture trustee of its intention to make such payments in relation to the redemption / early redemption / pre-payment of debentures and shall accordingly transfer the amounts deposited in the designated account and shall pay the same to the account(s) as indicated by the debenture holders the Company shall be liable to pay the redemption premium, coupon in relation to the Debentures for the period up to the date of payment of such amounts to the debenture holders. • In the event the Guarantor and the Put Option Providers fail to fund the designated account on or before Trigger Date or the Company fails to transfer such amount to the debentures holders on the relevant due date, then the same shall amount to an Event of Default and the Debenture Trustee and the Debenture Holders shall have the right to exercise any of its rights in this regard available to them including but not limited to right of invocation of the Corporate Guarantee or the Put Option Agreement, at its sole discretion. • The Company shall provide necessary viewing rights to the designated account in order to enable the Debenture Trustee and the Debenture Holders to monitor the compliance of this covenant. • Once the Company the Guarantor and / or the Put Option Providers (as the case may be) have deposited the necessary amounts in the designated account as per the above mechanism for making debenture payments on a due date, such amounts cannot be withdrawn by the Company for purposes other than making such payments to the debenture holders as maybe specified in the transaction documents



Financial covenants	<ul style="list-style-type: none"> • Cap on Financial Indebtedness of Put Option Providers: Rs. 10,000 crores in aggregate. • SP Finance Private Limited and/or SC Finance and Investments Private Limited shall not cease to directly or indirectly hold 51% (Fifty One Percent) of the issued and paid-up share capital of SPCPL (calculated on fully diluted basis) and exercises Control over SPCPL. • The Company shall ensure that the Put Option Provider shall jointly continue to hold at least 9% equity stake in Tata Sons on a fully diluted basis
Other covenants	<p>The Company shall ensure that Mr. Amit Thacker shall continue to be director on its board of directors.</p> <ul style="list-style-type: none"> • NCD holders' prior NOC shall be required before creating encumbrance over shares of Corporate Guarantor which NCD holders shall not unreasonably withheld the same and upon creation of the encumbrance as stated aforesaid, the Debenture Trustee shall have the right to call upon the shareholders of the Guarantor to create of pledge over such number of shares or other securities of the Guarantor in favour of the Debenture Trustee on the term and conditions as the Debenture Trustee may deem fit and proper, which shall be no more favourable than those offered by the shareholders / security holders of the Guarantor to such Person in whose favour the encumbrance / pledge is proposed to be created. • Promoter Family Members (Defined term in Debenture Trust Deed) shall continue to be on the Board of Put option provider. • Put option providers shall, jointly, continue to hold at least 9% equity stake in Tata Sons on a fully diluted basis.
Conditions Precedent	<ul style="list-style-type: none"> • An up-to-date certified true copy of the constitutional documents of the Company, the Put Option Providers and SPCPL (being its memorandum of association, articles of association, certificate of incorporation and (if applicable) certificate of commencement of business) and the shareholding pattern and list of directors of the Company, the Put Option Providers and SPCPL shall be provided to the Debenture Holders. • Relevant board resolutions to be passed as per the provisions of the applicable laws; • The Company shall have issued the Private Placement Offer Letter. • A certified true copy of the credit rating letter (a date no later than 30 (Thirty) calendar days prior to the date of subscription to the Debentures) issued by the Rating Agency in a form and manner satisfactory to the Debenture Trustee. • The company, SPCPL and the Put Option Provider shall obtain all consents maybe required from any Person for the entering into the Transaction and for proposed consummation of transaction documents and provide documentary evidence thereof. • Execution of such transaction documents as indicated by the debenture trustee. • Such other conditions precedent as set out in the transaction documents.
Negative Covenants	<p>The Company, guarantor and put option providers shall not undertake the following acts without the prior written consent of the Debenture Trustee:</p> <ul style="list-style-type: none"> • Take any action which results in Change of Control in relation to the Company or SPCPL or Put Option Providers, as more specifically to be specified in the transaction documents in relation to the debentures.



	<ul style="list-style-type: none"> • To create or permit creation of any Encumbrance over shares of SPCPL and Company. • To create or permitting to exist any lien, security interest or other charge or Encumbrance of any kind on any of the security provided in relation to the Debentures. • Any related party transaction of the Company, other than on arm's length basis. • Do any other act, deed or thing that would have or be a Material adverse effect on any of the obligors • Prior consent of debenture holder will be required in case of any change in constitutional documents of Issuer, Guarantor or put option provider which shall not be unreasonably withheld by the NCD holder.
Subordination	<ul style="list-style-type: none"> • All the financial indebtedness of the Company provided by SPCPL group shall be subordinated to the terms of the Debentures and a subordination agreement shall be executed in relation thereto. • All Financial Indebtedness of the Company from any Person forming part of the SPCPL group (to be defined in the debenture trust deed to be executed in relation to the debentures) shall be unsecured and subordinated to the Debentures at all times in terms of the subordination agreement. The Company shall at all times be entitled to repay all financial indebtedness availed by the Company from any person forming part of the SPCPL group without the requirement of any consent / approval from the Debenture Trustee and / or the Debenture Holders so long as no event of default has occurred. Upon the occurrence of any event of default, no payment to any person forming part of the SPCPL group (whether on account of internal borrowing or otherwise) shall be made by the Company till the event of default has been cured to the satisfaction of the Debenture Trustee and the subordinate lenders shall waive all its rights to demand any payments from the Company in such case whether in laws, contract or otherwise.
Other terms	<ul style="list-style-type: none"> • Such other terms, representations, covenants and events of default which are customary to such trades as per transaction documents
Financial Indebtedness	<p>"Financial Indebtedness" means in relation to an entity any indebtedness without double counting for or in respect of:</p> <ul style="list-style-type: none"> a) moneys borrowed; b) Interest and/or redemption premium accrued c) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialized equivalent; d) any amount raised pursuant to any note purchase facility or the Issue of bonds, notes, debentures, loan stock or any similar instrument; e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease; f) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value if payable by a borrower under



	<p>each such transaction shall be taken into account);</p> <p>i) shares which are expressed to be redeemable or (B) any shares or instruments convertible into shares which are the subject of a put option or any form of buyback guarantee granted by the issuer issuing such shares or convertible instruments;</p> <p>j) any obligation under any put option including any form of guarantee, letter of comfort, short fall undertaking, undertaking to fund account, keep fit letter or indemnity in respect of any shares or instruments convertible into shares issued by another entity;</p> <p>k) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and</p> <p>l) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above,</p> <p>II Financial Indebtedness in respect of any of the items referred to in paragraphs (a) to (l) above which the relevant person has irrevocably committed to incur (whether by way of issue of an irrevocable drawdown notice (or equivalent), guarantee of any such Financial Indebtedness which has been similarly committed to be incurred or otherwise), notwithstanding that no actual liability or debt exists at the time of such consideration.</p>
Event of Default	<ul style="list-style-type: none"> • Payment Default • Non-performance • Misrepresentation • Insolvency • Cross-default • Attachment and restraint • Illegality • Cessation of business • Fraud, Wilful misconduct and willful misrepresentation • Security • Material adverse change • Change of control • Legal proceedings • Such other event of default as maybe specified in the transaction documents <p>Cure period to be specified in the transaction document</p>
Consequences of Event of Default	<ul style="list-style-type: none"> • Accelerated redemption of debentures • Enforce the security with put option agreement • Initiate legal proceedings including insolvency • Such other remedies as maybe available under applicable law or set out in the transaction documents
Information Covenants	<ul style="list-style-type: none"> • standalone provisional financial statements for a financial year (including profit and loss accounts, balance sheet and schedules) by no later than 4 (four) months from the end of the relevant financial year for the Company and the Put Option Providers; • stand alone and consolidated audited financial statements for a financial year (including statutory auditors, directors' annual report, profit and loss accounts and a balance sheet and schedules) by no later than 6 (six) months from the end of the relevant financial year for the Company and the Put Option Providers; • standalone provisional financial statements for a financial year (including profit and loss accounts, balance sheet and schedules) by



	<p>no later than 6 (six) months from the end of the relevant financial year for SPCPL;</p> <ul style="list-style-type: none"> • standalone audited financial statements for a financial year (including statutory auditors, directors' annual report, profit and loss accounts and a balance sheet) by no later than 8 (eight) months from the end of the relevant financial year for SPCPL; • consolidated provisional financial statements for a financial year (including profit and loss accounts, balance sheet and schedules) by no later than 8 (eight) months from the end of the relevant financial year for SPCPL; • consolidated audited financial statements for a financial year (including statutory auditors, directors' annual report, profit and loss accounts and a balance sheet) by no later than 9 (nine) months from the end of the relevant financial year for SPCPL; • quarterly management information system of the Company; • end use certificate from a practicing chartered accountant • change in credit rating • such other information as maybe specified in the transaction documents
Representations	<ul style="list-style-type: none"> • Company to provide its present financial indebtedness • Company, put option providers and the guarantor to provide such customary representations and warranties
Assignment	<p>The Company, guarantor or Put Option providers are not entitled to transfer their rights under the respective transaction documents</p> <p>The holders of Debentures shall be entitled to freely sell and transfer the Debentures in the manner set out in the transaction documents</p>
Control	<p>Definition as per SEBI</p> <p>Change in Control for Company, Guarantor and the Put Option Provider to be provided for in the transaction documents.</p>
Inconsistency	<p>In case of discrepancy between this term sheet and the transaction documents, the transaction documents executed in relation to the debentures shall prevail.</p>

<p>Agreed and Accepted: For Franklin Templeton Asset Management (India) Pvt. Ltd</p> <p><i>[Signature]</i></p> <p>Name: _____ Designation: _____ Date: 4th Jan 2019</p>	<p>Agreed and Accepted: For S.D. Corporation Private Limited</p> <p><i>Jignesh Daschi</i></p> <p>Name: _____ Designation: _____ Date: 4th June 2019</p>
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