

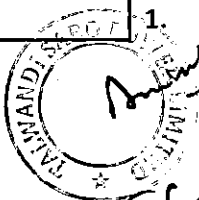
Terms of the Issue

Date of passing resolution in general meeting	EOGM dated 22 nd November, 2016
Date of passing of Board Resolution	25 th November 2016
Kind of Security	Secured, Rated, Redeemable, Taxable, Non-Convertible Debentures
Security	(i) Secured by way of first pari-passu charge on the specific movable and/or immovable Fixed Assets, as may be identified and notified by the Issuer to the Security Trustee from time to time, with minimum asset coverage of 1 time of the aggregate face value of Bonds outstanding at any point of time. (ii) Corporate Guarantee of Vedanta Limited
Price at which the security is being offered including the premium, if any, along with justification of the price	The security will be issued At par
Value of Security	N.A.
Issue Size	Rs. 300 Crores
Tenor	2 Years & 363 Days
Redemption Date	29 November 2019
Coupon Rate (payable per annum)	8.20% p.a.
Coupon Payment Dates/Frequency	Coupon Payment Dates 01-Dec-17 01-Dec-18 29-Nov-19
Settlement	At Par
Validity / Pay in	The pay-in would be applicable upto 01 st December, 2016.
Purpose and Objects of the Issue	Proceeds of the issue may be utilised for repayment / prepayment of existing debt, various capex / operational payments and for general corporate purposes. Issue proceeds will not be used for acquisition of Land or for investing in Capital Markets
Contribution being made by the promoters or directors as part of the offer or separately in furtherance of such objects	No contributions have been made by the promoters or directors of the Issuer, either as part of the offer or separately in furtherance of such objects.
Deemed Date of Allotment	01/12/2016
Minimum Subscription and multiples of Debt Securities	Minimum 1 Debenture of Rs. 10,00,000 each or multiples therefore

Put Option Date	NA								
Put Option Price	NA								
Call Option Date	NA								
Call Option Price	NA								
Put Notification Time	NA								
Call Notification Time	NA								
Listing	The NCD shall be listed on the Wholesale Debt Market segment of NSE. In case of delay in listing beyond 15 days from the Deemed Date of Allotment, the Company will pay penal interest of 1% p.a. over the coupon rate from the expiry of 30 days from the Deemed Date of Allotment till the date of listing.								
Mode of issuance	Only in Dematerialized form								
Mode of Trading	Only in Dematerialized form								
Depository	NSDL/ CDSL								
Rating of the Instrument	"CRISIL AA-(SO) Stable" by CRISIL								
Settlement by way of	Cheque/DD/RTGS/NEFT/Electronic Transfer								
Issue Timing:	<table border="1"> <tr> <td>1. Issue Opening Date</td><td>01/12/2016</td></tr> <tr> <td>2. Issue Closing Date</td><td>01/12/2016</td></tr> <tr> <td>3. Pay – in – Date</td><td>01/12/2016</td></tr> <tr> <td>4. Deemed date of Allotment</td><td>01/12/2016</td></tr> </table>	1. Issue Opening Date	01/12/2016	2. Issue Closing Date	01/12/2016	3. Pay – in – Date	01/12/2016	4. Deemed date of Allotment	01/12/2016
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4. Deemed date of Allotment	01/12/2016								
Name & Address of the Debenture Trustee	Vistra ITCL (India) Limited The IL&FS Financial Centre, Wadia International Centre P B Marg, Worli Mumbai – 400025								

Other Details

Security Name	8.20% TSPL Nov 2019
Issuer	Talwandi Sabo Power Limited
Type of Instrument	Secured, Rated, Non-Convertible, Non-Cumulative, Redeemable, Debenture (NCD)
Nature of Instrument	Secured
Seniority	Senior
Arranger	Direct
Mode of Issue	Private Placement
Eligible Investors	The following categories of investors, specifically approached, are eligible to apply for this private placement of NCD's: 1. Scheduled Commercial Banks;



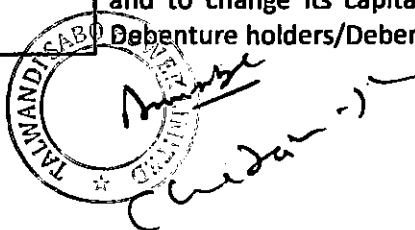
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	<ol style="list-style-type: none"> 2. Financial Institutions; 3. Insurance Companies; 4. Primary/ State/ District/ Central Co-operative Banks (subject to permission from RBI); 5. Regional Rural Banks; 6. Mutual Funds; 7. Companies, Bodies Corporate authorised to invest in Debentures; 8. Trusts, Provident Funds, Gratuity, Superannuation & Pension Funds, subject to their Investment guidelines. 9. Any other investor(s) authorized to invest in the private placement.
Option to retain oversubscription	NIL
Step Up/ Step Down Coupon Rate	N.A.
Redemption Amount	At par (Rs.10,00,000 per NCD)
Coupon Type	Fixed
Coupon Reset Process	None
Day Count Basis	<p>Actual/Actual Basis</p> <p>Interest payable on the NCD's will be calculated on the basis of actual number of days elapsed in a year of 365 or 366 Days as the case may be.</p>
Interest on application money	At the coupon rate (subject to deduction of tax of source, as applicable) from the date of realization of cheque(s) / demand draft(s) up to one day prior to the Deemed Date of Allotment.
Default Interest Rate	In case of default in payment of interest and/or principal redemption on the due dates, additional interest @ 2% p.a. over the Coupon Rate will be payable by the Company till the date of cure of the concerned default.
Redemption Premium / Discount	NIL
Issue Price	Rs.10,00,000 per NCD
Discount at which security is issued and the effective yield as a result of such discount	N.A., as the security is being issued at par
Face Value	Rs.10,00,000 per NCD
Minimum Application	1 NCD of the face value of Rs.10,00,000 each and in multiple of 1 thereafter
Details of the utilization of the Proceeds	<p>Proceeds of the issue may be utilised for repayment / prepayment of existing debt, various capex / operational payments and for general corporate purposes.</p> <p>Issue proceeds will not be used for acquisition of Land or for investing in Capital Markets</p>



(Signature)

Business Day Convention	<p>A "Business Day"/ "Working Day" shall be a day on which commercial banks are open for business in the city of Mumbai.</p> <p>If any Coupon Payment Date, except the last coupon payment date, falls on a day that is not a Business Day, the payment shall be made by the Issuer on the immediately succeeding Business Day.</p> <p>If the Redemption Date, also being the last Coupon Payment Date, of the Bonds falls on a day that is not a Business Day, the redemption proceeds shall be paid by the Issuer on the immediately preceding Business Day along with the interest accrued on the Bonds until the date of maturity.</p> <p>In the event the Record Date falls on a day which is not a Business Day, the immediately preceding Business Day will be considered as the Record Date.</p>
Record Date	15 Days prior to each Coupon Payment / Redemption Date.
Security Creation	<p>The Company shall execute a Debenture Trust Deed in Form No. SH.12 or as near thereto as possible, in favour of the Debenture Trustee within sixty days of Deemed Date of Allotment of the Bonds and submit with Stock Exchange and Debenture Trustee / Bondholders, within five working days of execution of the same for uploading on its website.</p> <p>In the event of delay in execution of Debenture Trust Deed within sixty days of Deemed Date of Allotment of the Bonds, the Company shall refund the subscription with the Coupon Rate or pay penal interest at the rate of 2.00% p.a. over the Coupon Rate till these conditions are complied with, at the option of the Bondholders.</p> <p>The Company shall create charge over specific fixed assets and file the same with ROC within 180 days of the deemed date of allotment. Provided that the charge as mentioned before has been created and filed with ROC, the company shall complete other procedural formalities, if any applicable, within 180 days from deemed date of allotment. (Debenture Trust Deed to be executed within 60 days. 180 days is applicable for security creation for providing minimum 1 time security cover.)</p>
Future Borrowings and Automatic Approvals to the Issuer	<p>As long as the Company maintains the stipulated security cover in respect NCDs, the Company shall be entitled to borrow/ raise loans or avail of financial assistance in whatever form and also issue Debentures / Notes / other securities in any manner and to change its capital structure without the consent of Debenture holders/Debenture Trustee.</p>

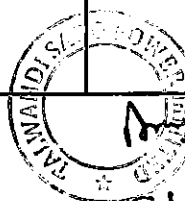


	<p>Further, the Company shall not be required to obtain debenture holders/ debenture trustee consent for creating pari passu charge on the assets given as a security or otherwise for further borrowings till the time stipulated security cover/Asset cover is maintained.</p> <p>In case, pari passu letter for any charge creation is requested by the Issuer, Debenture Trustee shall be empowered to issue the same without seeking consent from the Debenture holders, as long as the Issuer satisfies the above requirement of minimum security cover maintenance by way of a practicing Chartered Accountant's certificate.</p> <p>The Issuer Company shall not be required to obtain any approval/consent /NOC from the NCD holders / Debenture Trustee for any merger / amalgamation /restructuring scheme of the Issuer, by whatever name called, within the Vedanta Group.</p>
Transaction Documents	<ol style="list-style-type: none"> 1. Letter appointing Vistra ITCL (India) Limited, as Trustees to the Bondholders; 2. Debenture Trusteeship Agreement; 3. Debenture Trust Deed; 4. Rating Letter from CRISIL Ratings and another rating agency; 5. Letter appointing Registrar; 6. In-principle approval of Stock Exchange for listing of Bonds; <p>Tripartite Agreement between the Issuer; Registrar and NSDL for issue of Bonds in dematerialized form</p>
Conditions Precedent to Disbursement	<p>The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:</p> <ol style="list-style-type: none"> 1. Written consent letter from Vistra ITCL (India) Limited, conveying their consent to act as Trustees for the Bondholders; 2. Execution of Debenture Trustee Agreement 3. In-principle listing approval from NSE, for listing of Bonds; 4. Rating Letter from CRISIL Ratings and another rating agency; 5. Written consent letter from Karvy Computershare, conveying their consent to act as Registrar to the issue 6. Board and Shareholders Resolution of the Issuer as required under the Companies Act 2013 for issuance of the NCDs

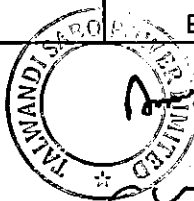


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	<ol style="list-style-type: none"> 7. A certified true copy of the special resolution of the shareholders of the Issuer approving the private placement of the Debentures under rule 14 (2) (a) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 8. A certified true copy of the special resolution of the shareholders of the Issuer under section 180(1) (c) of the Companies Act, 2013 setting out the borrowing limit applicable to the Issuer 9. Compliance with all applicable laws and regulations pertaining to the issuance of the NCD.
<p>Conditions Subsequent to Disbursement</p>	<p>The Issuer shall ensure that the following documents are executed/ activities are completed as per time frame mentioned elsewhere in this Private Placement Offer Letter:</p> <ol style="list-style-type: none"> 1. Ensuring that the payment made for subscription to the Bonds is received from the bank account of the person/ entity subscribing to the Bonds and keep record of the bank accounts from where payments for subscriptions have been received. In case of subscription to the Bonds to be held by joint holders, application monies is received from the bank account of the person whose name appears first in the Application Form; 2. Maintaining a complete record of private placement offers in Form PAS-5 and filing the such record along with Private Placement Offer Letter in Form PAS-4 with the Registrar of Companies with fee as provided in Companies (Registration Offices and Fees) Rules, 2014 and with Securities and Exchange Board of India, within a period of thirty days of circulation of the Private Placement Offer Letter; 3. Filing a return of allotment of Bonds with complete list of all Bondholders in Form PAS-3 under section 42 of the Companies Act, 2013, with the Registrar of Companies within thirty days of the Deemed Date of Allotment along with fee as provided in the Companies (Registration Offices and Fees) Rules, 2014; 4. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within two working days from the Deemed Date of Allotment; 5. Making listing application to BSE within 15 days from the Deemed Date of Allotment of Bonds and seeking listing permission within 20 days from the Deemed Date of Allotment of Bonds; 6. Executing the Debenture Trust Deed in Form No. SH.12 or as near thereto as possible, in favour of the Trustee within sixty days of Deemed Date of Allotment of the Bonds and submit with NSE within five working days of execution of the same for uploading on its website.




Event of Defaults	<p>1. Default in payment of monies due in respect of interest/principal in respect of the NCDs;</p> <p>2. Default in payment of any other monies including costs, charges and expenses incurred by the Trustees.</p> <p>In case, the above events of default happen and continue without being remedied for a period of 30 days after the dates on which the monies specified in (i) and (ii) above become due, it will necessitate repayment before stated maturity.</p>
Role and Responsibilities of Debenture Trustee	<p>The Trustees shall perform its duties and obligations and exercise its rights and discretions, in keeping with the trust reposed in the Trustees by the holder(s) of the Bonds and shall further conduct itself, and comply with the provisions of all applicable laws. The Trustees shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trusteeship Agreement, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty.</p>
Governing Law and Jurisdiction	<p>The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of district courts of Mumbai, Maharashtra</p>
Covenants	<ol style="list-style-type: none"> 1. Security Creation: In the event of delay in execution of Debenture Trust Deed within sixty days of Deemed Date of Allotment of the Bonds, the Company shall refund the subscription with the Coupon Rate or pay penal interest at the rate of 2.00% p.a. over the Coupon Rate till these conditions are complied with, at the option of the Bondholders. 2. Default in Payment: In case of default in payment of interest and/ or principal redemption on the due dates, the Company shall pay additional interest at the rate of 2.00% p.a. over the Coupon Rate for the defaulting period i.e. the period commencing from and including the date on which such amount becomes due and upto but excluding the date on which such amount is actually paid. 3. Delay in Listing: The Company shall make listing application to NSE within 15 days from the Deemed Date of Allotment of the Bonds and seek listing permission within 20 days from the Deemed Date of Allotment of Bonds. In case of delay in listing of the Bonds beyond 20



	<p>days from the Deemed Date of Allotment, the Company shall pay penal interest at the rate of 1.00% p.a. over the Coupon Rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of Bonds to the Bondholder(s).</p> <p>The interest rates mentioned in above three covenants shall be independent of each other.</p>
Debenture Redemption Reserve	The Company shall create a Debenture Redemption Reserve, out of the profits of the Company for payment of dividend, for the purpose of redemption of Bonds and shall invest or deposit the sums, in pursuance of clause (7) of rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, as applicable and amended from time to time.
Interest Tax, Service Tax, levies and duties	Income Tax or such other tax as may be required to be deducted at source under the Income Tax Act or any other applicable Act/Rules shall be deducted from the interest payable by the company.
Other Expenses	Any expenses that may be incurred towards executing of this transaction including NCD issuance, security creation, custodial services, payment of stamp duty, fees for legal , accounting , due diligence and others shall be borne by the Issuer

For Talwandi Sabo Power Limited

(Authorised Signatories)



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