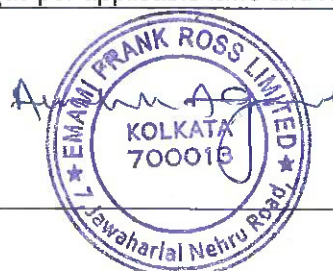


### ANNEXURE III: TERM SHEET

<b>Issuer:</b>	1) Emami Capital Markets Limited 2) Emami Realty Limited 3) Midkot Investments Private Limited 4) TMT Viniyogan Limited 5) Emami Frank Ross Limited
<b>Guarantors:</b>	Diwakar Viniyog, Suntrack Commerce, Bhanu Vyapaar, Prabhakar Viniyog, Raviraj Viniyog, Suraj Viniyog.
<b>Guarantee:</b>	The Guarantors shall provide a corporate guarantee where applicable, guaranteeing the financial obligations of the Issuer
<b>Holders / Investors:</b>	Entities owned by funds managed by Farallon and/or other holders invited by Farallon
<b>Instrument:</b>	Non-convertible bonds (" <b>Bonds</b> ") (specific structure to be determined by the Holders)
<b>Status:</b>	Senior secured
<b>Currency:</b>	Indian Rupees (" <b>INR</b> ")
<b>Amount:</b>	INR 15000,000,000
<b>Maturity Date:</b>	Scheduled Redemption Date - 15 Months (Fifteen months) from the date of issuance of the Bonds from January 24,2020  Voluntary Redemption Period - The Issuers have the right, but not the obligation to redeem all outstanding bonds any time at or prior to the expiry of 15 Months from January 24, 2020.
<b>Payment Schedule:</b>	Bullet repayment on Maturity Date
<b>Cash Interest:</b>	12% per annum, payable every 5 months
<b>Redemption Amount:</b>	As per the Deed
<b>Use of Proceeds:</b>	The Subscription Amount shall be utilized by the Company solely towards: (a) refinancing of Existing Financial Indebtedness; and (b) for payment of costs, fees and expenses in connection with the issue of the Bonds.  Provided however, the Subscription Amount shall not, at any time be utilised for real estate business (as per applicable laws and regulations),



	acquisition of land or for meeting any expenses related to capital markets.
<b>Default Interest:</b>	4% per annum in addition to the Cash Interest
<b>Security:</b>	<p>The Bonds will be secured on a first ranking sole and exclusive basis by:</p> <ul style="list-style-type: none"> <li>(i) An exclusive pledge over 1.0x cover of shares of Emami Limited (HMN IN)("HMN")</li> <li>(ii) All cash flow related to the pledged shares (HMN)</li> <li>(iii) An exclusive pledge over [60%] on a fully diluted basis of shares of Emami Cement Limited ("ECL")</li> <li>(iv) All cash flow related to the sale proceeds of cement company for the Bond repayment (ECL)</li> <li>(v) Cash flow from above (ii and iv) to be escrowed in a specified bank account ("<b>Secured Account</b>") for the sole benefit of the Holders</li> <li>(vi) Lien over Secured Account, and</li> <li>(vii) The Guarantee</li> <li>(viii) Others to be determined</li> </ul>
<b>Testing:</b>	<p>If the HMN shares Security Cover Ratio falls below 0.85 (Value of secured HMN Shares divided by Amount outstanding under Bonds), then the Issuer/Guarantors shall within 3 Business Days provide additional collateral in a manner satisfactory to the Security Agent in the form of either cash and/or HMN Shares, so that the re-computed Security Cover Ratio is at least 1:1 (prior to December 15, 2020). Post December 15, 2020 the HMN shares Security Cover is to be maintained at 1.5x and must be topped up if it falls below 1.25x.</p> <p>If prior to sale of the shares of ECL, the total value of pledged ECL shares) Security Cover falls below 2.0, then the Issuer/Guarantors shall within 3 Business Days provide additional collateral in a manner satisfactory to the Security Agent in the form of either cash and/or additional ECL Shares, so that the re-computed Security Cover Ratio is at least 2:1. Post sale of the ECL Shares, the ECL Security Cover must be maintained in the form of cash collateral at a ratio equal to atleast 1:1,</p> <p>ECL shall be valued quarterly by a Big 4 accounting firm (in case big 4 is not available, a reputed financial firm) appointed by Bond holders. These firm to take binding offer valuation into account.</p>



	The detailed terms and conditions in connection with security cover are as set out in the Bond Trust Deed and the other Transaction Documents.
<b>Special Conditions:</b>	<p>Including but not limited to:</p> <ul style="list-style-type: none"> <li>(i) No top-down</li> <li>(ii) Issuer can take out cash proceed that it receives from the sale of cement asset after leaving 1.0x cash in the secured account; Subject to issuer not being in any default and HMN shares cover is at least 1.0x, such that total cover is greater than 2.0x</li> <li>(iii) Issuer shall have the right to redeem the Bonds by paying agreed redemption amount through Maturity Date</li> <li>(iv) Observer Rights to Bond Holders on the board of directors of ECL upon allotment of the Bonds.</li> <li>(v) No dividend or any direct or indirect payment to shareholder of the Issuer, without approval of the Bond holder</li> <li>(vi) Events of Default as customary for transactions of this nature including Cross default by Emami Group, failure to list Bonds, illegality, Change of control of HMN, Suspension of trading/delisting of shares of HMN</li> <li>(vii) Investment bank to provide Bond access.</li> </ul>
<b>Representations, Warranties and Covenants:</b>	Standard representations, warranties and covenants for an issuance of this type and as required by the Holders
<b>Transferability:</b>	The Bonds are freely transferable by each Bond Holder
<b>Governing Law:</b>	Definitive documentation shall be governed by Indian law

