

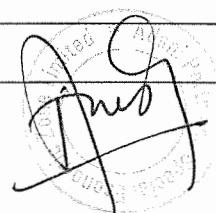
PARTICULARS OF THE OFFER

Authority for the placement

This private placement of Debentures is being made pursuant to the resolution of the board of directors of the Company passed at its meeting held on 6th February, 2019 which has approved the placement of Debentures up to Rs. 2000 Crores in one or more tranches on private placement basis.

The present issue of Rs. 155 Crores is within the general borrowing limits in terms of the resolution passed under Section 180(1)(c) of the Companies Act, 2013, at the General Meeting by the shareholders of the Company held on 11th August, 2015 giving their consent to the borrowing by the Directors of the Company from time to time not exceeding Rs. 35,000 Crore (Rupees Thirty Five Thousand Crore).

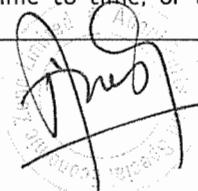
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| Issuer / Borrower | Adani Ports and Special Economic Zone Limited (APSEZ) |
| Investor Legal Counsel | Cyril Amarchand Mangaldas or any other replacement acting for the Debenture Holders, as appointed by the Debenture Holders. |
| Promoter | Promoter Shall collectively mean and refer to Mr. Gautam S. Adani and Mr. Rajesh S. Adani. |
| Adani Group | " Adani Group " means Mr. Gautam S. Adani, any Person who is related to Mr. Gautam S. Adani by blood or marriage and any combination of those Persons acting together. |
| Debenture Trustee | IDBI Trusteeship Services Limited, being a SEBI registered trustee |
| Type of Instrument | Rated, Secured, Taxable, Listed, Redeemable, Non-Convertible Debentures ("NCDs" or "Issue") with terms and conditions specified in this term sheet and the documents executed/issued pursuant to this Term sheet (the 'Issue Documents') |
| Nature of Instrument | Secured |
| Seniority | Senior Debt |
| Mode of Issue | Private placement basis to Eligible Investors |
| Mode of payment | Online |
| Eligible Investors | 1. Companies, Body Corporate and Societies, authorized to invest in debentures. 2. Insurance Companies and Trusts authorized to invest in Bonds. 3. Commercial Banks, Financial Institutions, Co-operative Banks, Regional Rural Banks etc. 4. Non-Banking Finance Companies and Residuary Non-Banking Finance Companies 5. Mutual funds 6. Provident Fund, Chit Funds 7. SEBI registered foreign institutional investors ("FIIs") and sub-accounts of FIIs 8. Any other investor authorized to invest in these Debentures. |
| Purpose and Objective | The fund raised through this Issue will be utilized for capital expenditure, working capital purpose, repayment of existing loans, and general corporate purposes. The Company undertakes that the proceeds of the current Issue shall not be used for any purpose which may be in contravention of the regulations/guidelines/norms issued by RBI/SEBI/RoC/BSE. |
| Listing | To be listed on Bombay Stock Exchange within 20 days from the Deemed Date of Allotment. The Issuer shall ensure that the NCDs are listed on the Wholesale Debt Market segment of the BSE Limited as early after Deemed Date of Allotment as practicable and in any event within 20 days of the Deemed Date of Allotment. The Issuer shall be responsible for the costs of such listing of the NCDs. |
| Rating of the Instrument | AA+@ by ICRA ("Rating Agency") |
| Issue Size | INR 155 Crores Series-1 : INR 70 Crore Series-2 : INR 85 Crore |
| Coupon Rate | 7.5% p.a. |
| Interest on Application Money | - |
| Issue Opening Date | 28 th February 2020 |
| Issue Closing Date | 28 th February 2020 |
| Pay-in Date | 28 th February 2020 |
| Deemed Date of Allotment | 28 th February 2020 |
| Redemption Date | Series-1 : 23 rd April 2021 Series-2 : 15 th June 2021 |
| Coupon Payment Dates | Series-1 : 01 st March 2021, & 23 rd April 2021 Series-2 : 01 st March 2021, & 15 th June 2021 |



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| Day Count Basis | Actual/ Actual |
| Record Date | 15 days prior to each Coupon Date and Redemption Date |
| Redemption Amount | To be redeemed on face value. Series-1 : INR 70 Crore Series-2 : INR 85 Crore |
| Redemption Premium /Discount | NIL |
| Issue Price | At Par |
| Relevant date with reference to which the price has been arrived at; | Not Applicable |
| Face Value | Rs 10 lakhs per instrument |
| Minimum Application and in multiples of Debt securities thereafter | 1 Debentures and in multiple of 1 thereafter |
| Tenor | Series-1 : 420 days Series-2 : 473 days |
| Default Interest Rate/Additional Interest | Without prejudice to the other rights of the Debenture Trustee a) In case of default of payment of interest and / or principal redemption on the due date, additional interest @ 2% p.a. over the coupon rate will be payable by the Issuer from the date of the occurrence of such default until the default is cured or the Debentures are redeemed pursuant to such default, as applicable; b) In case of non-creation/perfection of Security within the stipulated time frame, additional interest @ 2% p.a over and above the coupon rate would be payable by the Issuer from the date of the expiry of the stipulated timelines until the security is created/perfected, as applicable, to the satisfaction of the Debenture Trustee; c) In case of delay in listing of the debt securities beyond 20 days from the Deemed Date of Allotment, the Issuer will pay additional interest of at least 1 % p.a. over the coupon rate from the expiry of 30 days from the Deemed Date of Allotment till due listing of such NCDs |
| Issuance mode of the Instrument | Demat only |
| Trading / Settlement mode of the Instrument | Demat only |
| Depository | NSDL and / or CDSL |
| Security /Security description. | The Debentures shall be secured by way of Pari-Passu charge on the fixed assets of Coal Terminal Project of Adani Ports and Special Economic Zone Limited located at Mundra Gujarat (Described in more detail in Debenture Trust Deed). Further, security cover will be at least 1.10 times of the outstanding book value of the NCDs at all times during the tenure of NCDs. |
| Further Borrowing | Subject to the applicable regulations, the Company shall be entitled, from time to time, to make further issue of Debentures, other debt securities (whether pari passu or junior to the Debentures) from financial institutions, banks and/or any other person(s) without any further approval from or notice to the Debenture holders/Debenture Trustee, if such indebtedness doesn't results in a breach of the Financial Covenants and/or an Event of Default. However, consent of Debenture Holder will be required for creating/ceding pari-passu charge over security which is already mortgaged in favour of Debenture Trustee in respect of NCDs as defined in the Debenture Trust Deed. No approval of Debenture Trustee would be needed, subject to minimum 1.10 Security Cover being maintained during the currency of the Debenture which shall be intimated to the Debenture Trustee at least 5 days prior to such additional borrowing. |
| Financial Covenant | 1. Security Cover Ratio Shall be maintained at least at 1.10x. 2. Net Gearing Ratio (on consolidated basis) shall be less than 3.00x. |
| Status | The obligations of the Issuer under the Issue Documentation will constitute direct, senior, secured and unconditional obligations of the Issuer. |
| Transaction Documents | Including but not limited to the following documents: 1. Debenture Trust Deed 2. Information Memorandum 3. Debenture Trustee Appointment Agreement; and |



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| | Any other documentation as may be desired by the Debenture Trustee and mutually agreed with Issuer |
| Conditions Precedent to Disbursement | As per Debenture Trust Deed |
| Condition Subsequent to Disbursement | The Issuer shall ensure that the following documents are executed/ activities are completed: 1. Credit of demat account(s) of the allottee(s) by the number of Bonds allotted 2. Listing of NCDs within 20 days from Deemed Date of Allotment |
| Representations & Warranties | As per Debenture Trust Deed |
| Events of Default | Events of Default appropriate for an issue of this nature, including but not limited to: 1. Failure to pay the amounts due under the NCDs (save for technical default which is not remedied within a maximum period of 3 working days); 2. Failure on part of the Issuer to comply with any of its material obligations under any Debenture Documents other than outlined hereunder to which it is a party and the same, if capable of remedy, is not remedied within 5 (five) days of failure by the Issuer to comply with such obligations, or a waiver is not obtained by the Issuer from the Debenture Trustee; 3. Invalid security or Security in jeopardy; 4. Unlawfulness or unenforceability of security; 5. Any material representations or warranties are found to be untrue or misleading when made. 6. Any order is passed in respect of Insolvency, Winding Up, or Insolvency Proceedings of Issuer; 7. Any application/petition for Winding up of the Issuer, including initiation of any proceedings for winding up or for attachment, which has not been stayed or dismissed within 30 days of initiation of the proceedings; 8. Failure to list or cessation of listing or suspension of trading of the NCDs on the BSE, (save for technical default which is not remedied within a maximum period of 3 working days); 9. The Government Of India or any other relevant governmental authority declares a general moratorium or "standstill" in respect of the payment or repayment of any financial indebtedness owed by the Issuer; 10. Any governmental or other authority (whether de jure or de facto) nationalizes, compulsorily acquires, expropriates or seizes all or any part of the business or assets of the Company; 11. Cross default for indebtedness of the Issuer exceeding Rs. 25 Crores; 12. Enforcement proceedings and attachment of Issuer; 13. Cessation of business of Issuer; 14. Repudiation of Issuer; 15. Unlawfulness of Issuer; 16. Material adverse change suspension/revocation/cancellation of any licenses / permits / leases necessary for carrying on the business of the Issuer or asset companies, for which a stay order or approval is not obtained beyond a period of 30 days; 17. Cessation of business of Issuer or gives notice of their intention to do so; |
| Consequence of EOD/ breach of any covenants including any financial covenants : | In case of EOD & breach of any covenants including any Financial Covenants leading to an EOD, the NCD shall become forthwith payable. In addition to the above, upon the occurrence of an Event of Default the Debenture Trustee shall have the right, to: (a) enforce any Security created pursuant to the Security Documents in accordance with the terms thereof; and/or (b) appoint a nominee director on behalf of all lenders of the company; and/or (c) exercise such other rights and remedies as may be available to the Debenture Trustee under Applicable Law and/or the Financing Documents |
| Approvals | The Issuer will ensure that all authorizations/regulatory approvals and statutory approvals that pertain to this transaction will be in place prior to the issue of the NCDs, including, without limitation, Trustee consent, and any authorizations or approvals under the Companies Act, 1956/2013, and the SEBI (Disclosure and Investor Protection) Guidelines, 2000, each as amended from time to time, or any other relevant regulation. |



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| Additional Amounts / Taxation: | All payments shall be subject to tax deduction at source as applicable under the Income Tax Act, 1961, and such tax deduction shall be made by the Issuer unless a tax exemption certificate/document is lodged at the registered office of the Issuer before relevant record date in respect of a Coupon Payment Date, or any other relevant date. |
| Issue Documentation: | Documentation shall be in form and substance customary for transactions of this nature and satisfactory to all parties, including, but not limited to, a Debenture Trust Deed and Placement/Information Memorandum containing conditions precedent, representations and warranties, covenants, events of default, material adverse change, cross default, provision of information on request of any holder of the NCDs, and default interest and any other terms and conditions that may be provided for in the above documentation or any other documentation as may be required by the Debenture Trustee. |
| Role and Responsibilities of Debenture Trustee | As per Debenture Trust Deed |
| Other Expenses | All other expenses viz. stamp duty of issuance, legal fees, trustee fee, registrar fee etc. will be to the account of the Issuer. |
| Governing Law and Jurisdiction | Indian laws. Non-exclusive jurisdiction of the courts of Mumbai |
| The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered valuer | Not applicable |
| Name and address of the valuer who performed valuation of the securities offered, and basis on which the price has been arrived at along with report of the registered valuer | Not applicable |
| Relevant date with reference to which the price has been arrived at | Not applicable |
| Intention of the promoters, directors or key managerial personnel to subscribe to the offer | Not applicable |
| Change in control, if any, in the company that would occur consequent to the private placement | Not applicable |
| Number of persons to whom allotment on preferential basis/ private placement/ right issue has already been made during the year, in terms of number of securities as well as price | Not applicable |

