

NOT FOR DISTRIBUTION TO ANY PERSON RESIDENT OR LOCATED IN THE UNITED STATES OF AMERICA

This Announcement does not constitute an offer to buy, or a solicitation of an offer to sell, any Bonds (as defined below) and no such offer, solicitation, purchase or sale shall be made in the United States or any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful.



Sintex Industries Limited

(Incorporated with limited liability under the laws of the Republic of India)

ANNOUNCEMENT

AMENDMENTS TO THE TERMS AND CONDITIONS OF THE U.S.\$110,000,000 7.00 PER CENT. STEP DOWN CONVERTIBLE BONDS DUE 2022 (ISIN: XS1414094927) (THE “BONDS”) ISSUED ON 25 MAY 2016 PURSUANT TO CONDITION 6.3.28 OF THE TERMS AND CONDITIONS OF THE BONDS

Pursuant to a Composite Scheme of Arrangement between Sintex Industries Limited (the “**Issuer**”), Sintex Plastics Technology Limited, Sintex-BAPL Limited and Sintex Infra Projects Limited and their respective shareholders and creditors (the “**Scheme**”), a Spin-Off (as defined in the terms and conditions of the Bonds (the “**Conditions**”)) has occurred following which the new company, Sintex Plastics Technology Limited (the “**Guarantor**”) shall guarantee the Issuer's obligations under the Conditions of the Bonds and Bondholders, on exercising their conversion right in accordance with the Conditions of the Bonds, will receive Issuer Shares and Guarantor Shares (each as defined in the Conditions).

The Scheme has been approved with the requisite majority by the equity shareholders, the secured creditors (including debentureholders) and the unsecured creditors of the Issuer at their respective court convened meetings held on 17 January 2017. Upon the coming into effect of the Scheme, Spin-Off Securities shall be issued by the Guarantor in accordance with clause 19.11 of the Scheme.

Accordingly, in order to give effect to the provisions of Condition 6.3.28 of the Bonds, the Issuer has sought approval from the holders of the Bonds (the “**Bondholders**”) to make the necessary amendments (the “**Proposed Amendments**”) to the Conditions, the trust deed dated 25 May 2016 (the “**Trust Deed**”) relating to the Bonds and the agency agreement dated 25 May 2016 (the “**Agency Agreement**”) relating to the Bonds, including, *inter alia*:

- (a) amending the conversion provisions pursuant to Condition 6 such that the Bonds are convertible into Guarantor Shares (as defined in the Amended Conditions (as defined below)) in addition to Issuer Shares (as defined in the Amended Conditions), in accordance with the Guarantor Share Entitlement (as defined in the Amended Conditions) provided under the Amended Conditions;

- (b) providing a guarantee (the “**Guarantee**”) by the Guarantor in respect of the Issuer’s obligations under the Bonds pursuant to Clause 4 of the Amended Trust Deed (as defined below); and
- (c) amending the redemption provisions appearing in Condition 8.

The Proposed Amendments were put forward by an extraordinary resolution (the “**Extraordinary Resolution**”) at a meeting of the Bondholders duly convened by the Issuer on 14 March 2017 at 11.00 a.m. (Singapore time) (the “**Meeting**”).

The Issuer wishes to inform the Bondholders that:

- (1) the Extraordinary Resolution was passed by the requisite majority of votes cast at the Meeting;
- (2) the Issuer has obtained approval from the National Company Law Tribunal for the Scheme (the “**NCLT Approval**”);
- (3) the Issuer has obtained the approval of the Reserve Bank of India for the Proposed Amendments (the “**RBI Approval**”); and
- (4) pursuant to the passing of the Extraordinary Resolution, the NCLT Approval and the RBI Approval, the Issuer has implemented the Proposed Amendments by (a) amending the Conditions (the “**Amended Conditions**”) to provide for the Proposed Amendments; (b) entering into (a) an amended and restated trust deed dated 23 May 2017 (the “**Amended Trust Deed**”) relating to the Bonds; and (c) entering into an amended and restated agency agreement dated 23 May 2017 relating to the Bonds.

The Amended Conditions come into effect as of 23 May 2017 and a copy of the Amended Conditions is appended below.

By Order of the Board



Hitesh T. Mehta
Company Secretary
23 May 2017

Amended Terms and Conditions of the Bonds

The following other than the words in italics is the text of the Terms and Conditions of the Bonds substantially as they will appear on the reverse of each of the definitive certificates evidencing the Bonds:

The issue of U.S.\$110,000,000 in aggregate principal amount of 7.00 per cent. Step Down Guaranteed Convertible Bonds due 2022 (the “**Bonds**”, which term shall include, unless the context requires otherwise, any further Bonds issued in accordance with Condition 16 and consolidated and forming a single series therewith) of Sintex Industries Limited (the “**Issuer**”) and guaranteed by Sintex Plastics Technology Limited (the “**Guarantor**”), was authorised by a resolution of the Board of Directors of the Issuer passed on 19 May 2016, by the shareholders of the Issuer at an annual general meeting of shareholders held on 31 August 2015 and by a resolution of a committee of the Board of Directors of the Issuer dated 19 May 2016. The Guarantor has (pursuant to a resolution of the Board of Directors of the Guarantor on 15 May 2017) authorised the giving of the Guarantee in respect of the Bonds. The Bonds are constituted by an amended and restated trust deed (as further amended or supplemented from time to time) (the “**Trust Deed**”) dated 23 May 2017 and made between the Issuer, the Guarantor and The Bank of New York Mellon, London Branch as trustee for the holders of the Bonds (the “**Trustee**”, which term shall, where the context so permits, include all other persons for the time being acting as trustee or trustees under the Trust Deed). The Issuer and the Guarantor have entered into an amended and restated paying, conversion and transfer agency agreement (as further amended or supplemented from time to time, the “**Agency Agreement**”) dated 23 May 2017 with the Trustee, The Bank of New York Mellon, London Branch as principal paying agent and principal conversion agent (the “**Principal Agent**”), The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the “**Registrar**”) and as transfer agent (the “**Transfer Agent**”) and the other paying agents, conversion agents and transfer agents appointed under it (each a “**Paying Agent**”, a “**Conversion Agent**” or a “**Transfer Agent**” (as applicable) and, together with the Registrar, the Transfer Agent and the Principal Agent, the “**Agents**” (which shall, where applicable, include the Singapore Agent (as defined in Condition 18)) relating to the Bonds. References to the “Principal Agent”, the “Paying Agents” (which expression shall include the Principal Agent), the “Conversion Agents” (which expression shall include the Principal Agent), the “Registrar”, the “Transfer Agent” and the “Agents” below are references to the principal agent, the paying agents, the conversion agents, the registrar, the transfer agent and the agents for the time being for the Bonds. The statements in these terms and conditions (these “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed. Unless otherwise defined, terms used in these Conditions have the meaning specified in the Trust Deed. Copies of the Trust Deed and of the Agency Agreement are available for inspection at the principal place of business in London of the Trustee being at the date of issue of the Bonds at One Canada Square, London E14 5AL, United Kingdom and at the specified office of the Principal Agent between the hours of 9:00 a.m. and 3:00 p.m. (London time), Monday to Friday (other than public holidays). The Bondholders are entitled to the benefit of the Trust Deed and are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and those provisions of the Agency Agreement applicable to them.

1 Guarantee and Status

1.1 Guarantee

The Guarantor has unconditionally and irrevocably guaranteed (the "**Guarantee**") the due payment of all sums, including principal, premium (if any) and interest and any additional amounts expressed to be payable by the Issuer under the Trust Deed and the Bonds, and the due and punctual performance of all the Issuer's obligations under the Trust Deed and the Bonds. The obligations of the Guarantor in respect of the Guarantee are contained in the Trust Deed.

1.2 Status

The Bonds and the Guarantee constitute direct, unsubordinated, unconditional and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and the Guarantor, respectively, and shall at all times rank pari passu and without any preference or priority among themselves. The payment obligations of the Issuer and the Guarantor under the Bonds and the Guarantee, respectively, shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to Condition 4, at all times rank at least equally with all of its other present and future direct, unsubordinated, unconditional and unsecured obligations.

2 Form, Denomination and Title

2.1 Form and Denomination

The Bonds are issued in registered form in the denomination of U.S.\$200,000 each or in integral multiples of U.S.\$1,000 in excess thereof. A bond certificate (each a "**Certificate**") will be issued to each Bondholder in respect of its registered holding of Bonds. Each Bond and each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Bondholders (the "**Register**") which the Issuer will procure to be kept by the Registrar.

Upon issue, the Bonds will be represented by a Global Certificate registered in the name of a nominee of, and deposited with, a common depositary for Euroclear Bank SA/NV and Clearstream Banking S.A. The Conditions are modified by certain provisions contained in the Global Certificate. Except in the limited circumstances described in the Global Certificate, owners of interests in Bonds represented by the Global Certificate will not be entitled to receive definitive Certificates in respect of their individual holdings of Bonds. The Bonds are not issuable in bearer form.

2.2 Title

Title to the Bonds passes only by transfer and registration in the Register as described in Condition 3. The holder of any Bond will (except as ordered by a court of competent jurisdiction or as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the holder. In these Conditions, "**Bondholder**" and (in relation to a Bond) "**holder**" means the person in whose name a Bond is registered.

3 Transfers of Bonds; Issue of Certificates

3.1 Register

The Issuer will cause the Register to be kept at the specified office of the Registrar and will cause the Registrar in accordance with the terms of the Agency Agreement to enter the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and all transfers of the Bonds in the Register.

Each Bondholder shall be entitled to receive only one Certificate in respect of its entire holding of Bonds.

3.2 Transfers

Subject to Conditions 3.5 and 3.6 and the terms of the Agency Agreement, a Bond may be transferred or exchanged by delivery of the Certificate issued in respect of that Bond, with the form of transfer on the back duly completed and signed by the holder or his attorney duly authorised in writing, to the specified office of the Registrar or any of the Transfer Agents. No transfer of title to a Bond will be valid unless and until entered on the Register.

Transfers of interests in the Bonds evidenced by the Global Certificate will be effected in accordance with the rules of the relevant clearing systems.

3.3 Delivery of New Certificates

3.3.1 Each new Certificate to be issued upon a transfer of Bonds will, within seven business days (at the place of the relevant specified office) of receipt by the Registrar or, as the case may be, any Transfer Agent of the original Certificate and the form of transfer duly completed and signed, be made available for collection at the specified office of the Registrar or such Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Bonds (free of charge to the holder and at the Issuer's expense) to the address specified in the form of transfer. The form of transfer is available at the specified office of the Registrar or the Transfer Agent.

Except in the limited circumstances described in the Global Certificate, owners of interests in the Bonds will not be entitled to receive physical delivery of Certificates.

3.3.2 Where only part of a principal amount of the Bonds (being that of one or more Bonds) in respect of which a Certificate is issued is to be transferred, exchanged, converted, redeemed or repurchased, a new Certificate in respect of the Bonds not so transferred, exchanged, converted, redeemed or repurchased will, within seven business days (at the place of the relevant specified office) of delivery of the original Certificate to the Registrar or the relevant Transfer Agent, be made available for collection at the specified office of the Registrar or such Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Bonds not so transferred, exchanged, converted, redeemed or repurchased (free of charge to the holder and at the Issuer's expense) to the address of such holder appearing on the Register.

- 3.3.3 For the purposes of these Conditions (except for Condition 7 and Condition 8), **“business day”** shall mean a day other than a Saturday or Sunday on which banks are open for business in the city in which the specified office of the Registrar (if a Certificate is deposited with it in connection with a transfer or conversion) or the Agent with whom a Certificate is deposited in connection with a transfer or conversion, is located.

3.4 Formalities Free of Charge

Registration of a transfer of Bonds and issuance of new Certificates will be effected without charge by or on behalf of the Issuer or any of the Agents, but upon (i) payment (or the giving of such indemnity and/or security and/or prefunding as the Issuer or any of the Agents may require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer; and (ii) the Issuer or the relevant Transfer Agent being satisfied that the regulations concerning transfer of Bonds have been complied with.

3.5 Restricted Transfer Periods

No Bondholder may require the transfer of a Bond to be registered (i) during the period of seven days ending on (and including) the due date for any redemption of the Bonds; (ii) after a Conversion Notice (as defined in Condition 6.2.1) has been delivered with respect to a Bond; (iii) after a Change of Control Put Exercise Notice (as defined in Condition 8.4.1) has been deposited in respect of such a Bond; (iv) after a Purchase Notice (as defined in Condition 8.5.3) has been deposited in respect of such a Bond; (v) after the Non-Permitted Conversion Price Adjustment Event Repurchase Right (as defined in Condition 8.7) has been exercised in respect of such Bond; or (vi) during the period of seven days ending on (and including) any Interest Record Date (as defined in Condition 7.1) in respect of payment of interest on the Bonds, each such period being a **“Restricted Transfer Period”**.

3.6 Regulations

All transfers of Bonds and entries on the Register will be made subject to the detailed regulations concerning transfer of Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Trustee and the Registrar, or by the Registrar, with the prior written approval of the Trustee. A copy of the current regulations will be mailed (free of charge to the holder at the Issuer's expense) by the Registrar to any Bondholder upon request.

4 Negative Pledge

So long as any Bond remains outstanding (as defined in the Trust Deed):

- 4.1 neither the Issuer nor the Guarantor will create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest (**“Security”**) upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any International Investment Securities (as defined below), or to secure any guarantee or indemnity in respect of any International Investment Securities;

- 4.2 each of the Issuer and the Guarantor will procure that no Subsidiary of the Issuer or the Guarantor or other person creates or permits to subsist any Security upon the whole or any part of the undertaking, assets or revenues present or future of that Subsidiary or other person to secure any of the Issuer's, the Guarantor's or any of their respective Subsidiaries' International Investment Securities, or to secure any guarantee of or indemnity in respect of any of the Issuer's, the Guarantor's or any of their respective Subsidiaries' International Investment Securities; and
- 4.3 each of the Issuer and the Guarantor will procure that no other person gives any guarantee of, or indemnity in respect of, any of the Issuer's, the Guarantor's or any of their respective Subsidiaries' International Investment Securities,

unless, at the same time or prior thereto, the Issuer's and the Guarantor's obligations under the Bonds and the Trust Deed (a) are secured equally and rateably therewith to the satisfaction of the Trustee, or (b) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Bondholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders, provided that the Trustee is under no obligation to make any such determination without seeking the instructions of the Bondholders.

For the purposes of these Conditions:

"International Investment Securities" means any present or future indebtedness in the form of, or represented by, bonds, debentures, notes or other investment securities which (i) are denominated in a currency other than Rupees or are by their terms payable, or confer a right to receive payment, in any currency other than Rupees, or are denominated or payable in Rupees and more than 50 per cent. of the aggregate principal amount thereof is initially distributed outside India, and (ii) are for the time being, or are intended to be or capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over the counter or other securities market, in each case, outside India; and

"Subsidiary" means any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such company or other business entity or any company or other business entity which that person recognises in its consolidated financial statements as a subsidiary, jointly controlled entity or associated company under Indian law, regulations or generally accepted accounting principles from time to time, or which should have its accounts consolidated with those of that person.

5 Interest

5.1 Interest

- 5.1.1 The Bonds bear interest (i) at the rate of 7.00 per cent. per annum, from 25 May 2016 (the **"Closing Date"**) up to 25 May 2018, calculated by reference to the principal amount thereof and payable semi-annually in arrear in equal instalments on 25 May and 25 November in each year (each an **"Interest Payment Date"**), commencing with the Interest Payment Date falling on 25 November 2016 (the

“**First Interest Payment Date**”) and the last payment of interest at such rate will be made on 25 May 2018, in respect of the period from (and including) 25 November 2017 to (but excluding) 25 May 2018; and (ii) at the rate of 3.50 per cent. per annum, from 25 May 2018 to the Maturity Date, calculated by reference to the principal amount and payable semi-annually in arrear in equal instalments on each Interest Payment Date, commencing with the Interest Payment Date falling on 25 November 2018.

- 5.1.2 The amount of interest payable in respect of any period which is shorter than an Interest Period shall be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

“**Interest Period**” means the payment period beginning on (and including) the Closing Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

5.2 **Accrual of Interest**

Each Bond will cease to bear interest (i) where the Conversion Right shall have been exercised by a Bondholder, from the Interest Payment Date immediately preceding the relevant Conversion Date (subject in any such case as provided in Condition 6.2.4) or (ii) where such Bond is redeemed or repaid pursuant to Condition 8 or Condition 10, from the due date for redemption or repayment thereof unless, upon surrender of the Certificate representing such Bond, payment of principal is improperly withheld or refused, in which event interest will accrue as provided under the definition of “Early Redemption Amount” in Condition 8.2.

6 **Conversion**

6.1 **Conversion Right**

6.1.1 **Conversion Period:**

Subject as hereinafter provided, Bondholders have the right to convert their Bonds into Shares at any time during the Conversion Period referred to below.

The right of a Bondholder to convert any Bond into Shares is called the “**Conversion Right**”. Subject to and upon compliance with the provisions of this Condition, the Conversion Right attaching to any Bond may be exercised, at the option of the holder thereof, at any time (subject to the next paragraph) on and after 5 July 2016 up to the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on 15 May 2022 (but, except as provided in Condition 6.1.4, in no event thereafter) or if such Bond shall have been called for redemption by the Issuer before the Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than seven business days (at the place aforesaid) prior to the date fixed for redemption thereof or if notice requiring redemption has been given by the holder of such Bond pursuant to Condition 8.4, Condition 8.5 or

Condition 8.7 then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice (the “**Conversion Period**”).

Conversion Rights may not be exercised in relation to any Bond during the period commencing on: (i) the date falling 21 days prior to the date of the Issuer’s or the Guarantor’s annual general shareholders’ meeting, as the case may be, and ending on the date of that meeting, (ii) the date falling 30 days prior to an extraordinary shareholders’ meeting of the Issuer or the Guarantor, as the case may be, and ending on the date of that meeting, (iii) the date that the Issuer or the Guarantor notifies BSE Limited (the “**BSE**”) or The National Stock Exchange of India Limited (the “**NSE**”) of the record date for determination of its shareholders entitled to receipt of dividends, subscription of shares due to capital increase or other benefits, and ending on the record date for the distribution or allocation of the relevant dividends, rights and benefits, (iv) on such date and for such period as determined by Indian law applicable from time to time that the Issuer or the Guarantor is required to close its stock transfer books or (v) in circumstances where the exercise of the Conversion Right would fall during the period commencing on an Interest Record Date (as defined in Condition 7.1.2) in respect of any payment of interest on the Bonds and ending on the relevant Interest Payment Date (both days inclusive) each such period being a “**Closed Period**”. The Issuer or, as the case may be, the Guarantor will give notice of any such period to the Bondholders and each Conversion Agent at the beginning of each such period.

The Issuer or, as the case may be, the Guarantor shall provide to the Trustee, the Bondholders and each Conversion Agent notice of any meeting of the Issuer’s or, as the case may be, the Guarantor’s Board which is convened to consider the declaration of any dividends, subscription of shares due to capital increase or other benefits, at the same time notice of such meeting is announced in India.

Conversion Rights may not be exercised (i) in respect of a Bond where the Bondholder shall have exercised its right to require the Issuer to redeem such Bond pursuant to Conditions 8.4, or 8.7 or (ii) except as provided in Condition 6.1.4 and Condition 10, in each case following the giving of notice by the Trustee pursuant to Condition 10.

Upon the exercise of Conversion Rights in relation to any Bond, the relevant Bondholder shall be entitled to receive both Issuer Shares and Guarantor Shares, in each case, as determined in accordance with this Condition 6.1.1.

The number of Issuer Shares to be issued on conversion of a Bond will be determined by dividing the principal amount of the Bond to be converted (translated into Rupees at the fixed rate of Rs.67.4463 = U.S.\$1.00 (the “**Fixed Exchange Rate**”)) by the Conversion Price in effect at the Conversion Date (both as hereinafter defined).

The number of Guarantor Shares to be issued on conversion of a Bond (the “**Guarantor Share Entitlement**”) will be determined as follows:

- (a) in the event of a conversion upon a Guarantor Change of Control in accordance with Condition 6.6.2, by reference to the table set out in Condition 6.6.2;
- (b) in the event of a conversion price reset under Conditions 6.7.1 or 6.7.2, the Adjusted Guarantor Share Entitlement as determined by the formula set out in Conditions 6.7.1 and 6.7.2 respectively;
- (c) in the event of any default pursuant to Condition 10.1.12 and a Bondholder exercises its Conversion Right in accordance with Condition 10.2, as determined by an independent investment bank or commercial bank of international repute selected by the Guarantor (at the expense of the Guarantor) and notified in writing to the Trustee (in these Conditions, a **“Guarantor Independent Financial Institution”**); and
- (d) in all other situations, 731.8392 Guarantor Shares to be issued per U.S.\$1,000 of Bonds in respect of which the Conversion Right has been exercised.

A Conversion Right may only be exercised in respect of one or more Bonds. If more than one Bond held by the same holder is converted at any one time by the same holder, the number of Shares to be issued upon such conversion will be calculated on the basis of the aggregate principal amount of the Bonds to be converted.

Upon exercise of Conversion Rights in relation to any Bond and the fulfilment by the Issuer and the Guarantor of all their respective obligations in respect thereof, the relevant Bondholder shall have no further rights in respect of such Bond and the obligations of the Issuer and the Guarantor in respect thereof shall be extinguished.

6.1.2 Fractions of Shares:

- (a) Fractions of Issuer Shares will not be issued on conversion and no cash adjustments will be made in respect thereof. However, if the Conversion Right in respect of more than one Bond is exercised at any one time such that Issuer Shares to be issued on conversion are to be registered in the same name, the number of such Issuer Shares to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Issuer Shares. Notwithstanding the foregoing, in the event of a consolidation or reclassification of Issuer Shares by operation of law or otherwise occurring after 20 May 2016 which reduces the number of Issuer Shares outstanding, the Issuer will upon conversion of Bonds pay in cash (in U.S. dollars by means of a U.S. dollar cheque drawn on a bank in New York) a sum equal to such portion of the principal amount of the Bond or Bonds evidenced by the Certificate deposited in connection with the exercise of Conversion Rights, aggregated as provided in Condition 6.1.1, as corresponds to any fraction of an Issuer Share not issued if such sum exceeds U.S.\$10.00 (which sum shall be translated into U.S. dollars at the Fixed Exchange Rate). Any such sum shall be paid not later than 14

business days in Mumbai after the relevant Conversion Date by transfer to a U.S. dollar account with a bank in New York City specified in the relevant Conversion Notice (as defined in Condition 6.2.1). For the avoidance of doubt, this provision does not apply to the portion of the principal amount of any Bond or Bonds for which Guarantor Shares are deliverable on conversion.

- (b) Fractions of Guarantor Shares will not be issued on conversion and no cash adjustments will be made in respect thereof. However, if the Conversion Right in respect of more than one Bond is exercised at any one time such that Guarantor Shares to be issued on conversion are to be registered in the same name, the number of such Guarantor Shares to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Guarantor Shares. Notwithstanding the foregoing, in the event of a consolidation or reclassification of Guarantor Shares by operation of law or otherwise occurring after 25 May 2016 which reduces the number of Guarantor Shares outstanding, the Guarantor will upon conversion of Bonds pay in cash (in U.S. dollars by means of a U.S. dollar cheque drawn on a bank in New York) a sum equal to such portion of the principal amount of the Bond or Bonds evidenced by the Certificate deposited in connection with the exercise of Conversion Rights, aggregated as provided in Condition 6.1.1, as corresponds to any fraction of a Guarantor Share not issued if such sum exceeds U.S.\$10.00 (which sum shall be translated into U.S. dollars at the Fixed Exchange Rate). Any such sum shall be paid not later than 14 business days in Mumbai after the relevant Conversion Date by transfer to a U.S. dollar account with a bank in New York City specified in the relevant Conversion Notice. For the avoidance of doubt, this provision does not apply to the portion of the principal amount of any Bond or Bonds for which Issuer Shares are deliverable on conversion.

6.1.3 Conversion Price:

The price at which Issuer Shares will be issued upon conversion (the “**Conversion Price**”) is as at 23 May 2017 Rs.92.16 per Issuer Share (the “**Initial Conversion Price**”) but will be subject to adjustment in the manner provided in Conditions 6.3, 6.6 and 6.7.

6.1.4 Revival and/or Survival after Default:

Notwithstanding the provisions of Condition 6.1.1, if (a) the Issuer shall default in making payment in full in respect of any Bond which shall have been called or put for redemption on the date fixed for redemption thereof, (b) any Bond has become due and payable prior to the Maturity Date (as defined in Condition 8.1) by reason of the occurrence of any of the events referred to in Condition 10 or (c) any Bond is not redeemed on the Maturity Date in accordance with Condition 8.1, the Conversion Right attaching to such Bond will revive and/or will continue to be

exercisable up to, and including, the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on the date upon which the full amount of the moneys payable in respect of such Bond has been duly received by the Principal Agent or the Trustee and notice of such receipt has been duly given to the Bondholders and, notwithstanding the provisions of Condition 6.1.1, any Bond in respect of which the Certificate and Conversion Notice (as defined in Condition 6.2.1) are deposited for conversion prior to such date shall be converted on the relevant Conversion Date (as defined in Condition 6.2.1(ii)) notwithstanding that the full amount of the moneys payable in respect of such Bond shall have been received by the Principal Agent or the Trustee before such Conversion Date or that the Conversion Period may have expired before such Conversion Date.

6.1.5 Meaning of “Shares”:

- (a) As used in these Conditions, the expression “**Shares**” means the Issuer Shares and the Guarantor Shares.
- (b) As used in these Conditions, the expression “**Issuer Shares**” means (1) shares of the class of share capital of the Issuer which, at the date of the Trust Deed, are designated as equity shares of the Issuer with full voting rights, together with shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Issuer; and (2) fully-paid and non-assessable shares of any class or classes of the share capital of the Issuer authorised after the date of the Trust Deed which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or winding-up of the Issuer; provided that, subject to the provisions of Condition 11, shares of the Issuer to be issued on conversion of the Bonds means only “Issuer Shares” as defined in sub-clause (a) above of this Condition 6.1.5.
- (c) As used in these Conditions, the expression “**Guarantor Shares**” means (1) shares of the class of share capital of the Guarantor which, at the date of the Trust Deed, are designated as equity shares of the Guarantor with full voting rights, together with shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Guarantor; and (2) fully-paid and non-assessable shares of any class or classes of the share capital of the Guarantor authorised after the date of the Trust Deed which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or winding-up of the Guarantor; provided that, subject to the provisions of Condition 11, shares of the

Guarantor to be issued on conversion of the Bonds means only “Guarantor Shares” as defined in sub-clause (a) above of this Condition 6.1.5.

6.2 Conversion Procedure

6.2.1 Conversion Notice:

- (i) To exercise the Conversion Right attaching to any Bond, the holder thereof must complete, execute and deposit at his own expense during normal business hours (being between 9:00 a.m. and 3:00 p.m. (London time) Monday to Friday (other than public holidays)) at the specified office of any Conversion Agent a notice of conversion (in these Conditions, a “**Conversion Notice**”) in duplicate in the form (for the time being current) obtainable from the specified office of each Conversion Agent, together with (a) the relevant Certificate; (b) certification by the Bondholder, in the form obtainable from any Conversion Agent, as may be required under the laws of the Republic of India or the jurisdiction in which the specified office of such Conversion Agent shall be located; and (c) confirmation that any amounts required to be paid by the Bondholder under Condition 6.2.2 have been so paid. A Conversion Notice deposited after 3:00 p.m. London time or on a day which is not a business day at the place of the specified office of the relevant Conversion Agent shall for all purposes be deemed to have been deposited with that Conversion Agent between 9:00 a.m. to 3:00 p.m. (London time) at such place on the next business day following such day. Any Bondholder who deposits a Conversion Notice during a Closed Period will not be permitted to convert the Bonds into Shares (as specified in the Conversion Notice) until the next business day after the end of that Closed Period, which (if all other conditions to conversion have been fulfilled) will be the Conversion Date for such Bonds notwithstanding that such date may fall outside of the Conversion Period. A Bondholder exercising its Conversion Right for Shares will be required to open a depository account with a depository participant under the Depositories Act (Act 22), 1996 of India (the “**1996 Depositories Act**”), for the purposes of receiving the Shares.
- (ii) The conversion date in respect of a Bond (the “**Conversion Date**”) must fall at a time when the Conversion Right attaching to that Bond is expressed in these Conditions to be exercisable (subject to the provisions of Condition 6.1.4) and will be deemed to be the date of the surrender of the Certificate in respect of such Bond and delivery of such Conversion Notice and, if applicable, any payment to be made or indemnity given under these Conditions in connection with the exercise of such Conversion Right. A Conversion Notice once delivered shall be irrevocable and may not be withdrawn unless the Issuer and the Guarantor consent to such withdrawal.

6.2.2 Stamp Duty etc.:

A Bondholder delivering a Certificate in respect of a Bond for conversion must pay directly to the relevant tax authorities any taxes and capital, stamp, issue and registration duties arising on conversion (other than any taxes or capital or stamp or registration duties payable in India and, if relevant, in the place of any Alternative Stock Exchange, by the Issuer and the Guarantor in respect of the allotment and issue of their respective Shares and listing of their respective Shares on the Indian Exchanges (as defined in Condition 6.4.1(i)) on conversion) (the “**Taxes**”) and such Bondholder must pay all, if any, taxes arising by reference to

any disposal or deemed disposal of a Bond in connection with such conversion. The Issuer will pay all other expenses arising on the issue of Issuer Shares on conversion of the Bonds and all charges of the Agents and the share transfer agent for the Issuer Shares (the “**Issuer Share Transfer Agent**”) in connection with conversion. The Guarantor will pay all other expenses arising on the issue of Guarantor Shares on conversion of the Bonds and all charges of the Agents and the share transfer agent for the Guarantor Shares (the “**Guarantor Share Transfer Agent**”, and together with the Issuer Share Transfer Agent, the “**Share Transfer Agents**”) in connection with conversion. Neither the Trustee nor any Agent shall be responsible for determining whether any such expenses, taxes or duties are payable or the amount of such expenses, taxes or duties or for paying or procuring the payment of any such expenses, taxes or duties and none of them shall be responsible or liable for any failure by any Bondholder, the Issuer or the Guarantor to pay such expenses, taxes or duties.

6.2.3 Delivery of Shares:

- (i) Upon exercise by a Bondholder of its Conversion Right for Shares, the Issuer and the Guarantor will, on or with effect from the relevant Conversion Date, enter the relevant Bondholder or his/their nominee in the register of members of the Issuer and the Guarantor in respect of such number of Issuer Shares and Guarantor Shares to be issued upon conversion (notwithstanding any retroactive adjustment of either the Conversion Price or the Guarantor Share Entitlement referred to below prior to the time it takes effect) and will, as soon as practicable, and in any event not later than 40 days after the Conversion Date, cause the relevant securities account of the Bondholder exercising his Conversion Right for Shares or of his/their nominee, to be credited with such number of relevant Issuer Shares and Guarantor Shares to be issued upon conversion (notwithstanding any retroactive adjustment of either the Conversion Price or the Guarantor Share Entitlement referred to below prior to the time it takes effect) and shall further cause the name of the concerned Bondholder or its nominee to be registered accordingly, in the relevant register of beneficial owners, maintained by such depository registered under the 1996 Depositories Act with whom each of the Issuer and the Guarantor have entered into a depository agreement and, subject to any applicable limitations then imposed by Indian laws and regulations, shall procure the Share Transfer Agents to, as soon as practicable, and in any event within 14 business days in Mumbai of the Conversion Date, despatch or cause to be despatched to the order of the person named for that purpose in the relevant Conversion Notice at the place and in the manner specified in the relevant Conversion Notice (uninsured and the risk of delivery at any such place being that of the converting Bondholder), a U.S. dollar cheque drawn on a branch of a bank in New York City in respect of any cash payable pursuant to Condition 6.1.2 required to be delivered on conversion and such assignments and other documents (if any) as required by law to effect the transfer thereof.

The crediting of the Shares to the relevant securities account of the converting Bondholder will be deemed to satisfy the Issuer’s obligation to pay the principal and interest (if any) on the Bonds (subject as provided in Condition 6.2.4).

- (ii) If the Conversion Date in relation to any Bond shall be on or after the record date for any issue, distribution, grant, offer or other event as gives rise to the adjustment of the Conversion Price pursuant to Conditions 6.3, 6.6 or 6.7, but before the relevant adjustment becomes effective under the relevant Condition (an “**Issuer Retroactive Adjustment**”), upon the relevant adjustment becoming effective the Issuer shall procure the issue to the converting Bondholder (or in accordance with the instructions contained in the Conversion Notice (subject to applicable exchange control or other laws or other regulations)), such additional number of Issuer Shares (“**Additional Issuer Shares**”) as, together with the Issuer Shares issued or to be issued on conversion of the relevant Bond, is equal to the number of Issuer Shares which would have been required to be issued on conversion of such Bond if the relevant adjustment to the Conversion Price had been made and become effective as at such Conversion Date immediately after the relevant record date and in such event and in respect of such Additional Issuer Shares references in Conditions 6.2.3(i) and 6.2.3(iv) to the Conversion Date shall be deemed to refer to the date upon which the Issuer Retroactive Adjustment becomes effective (notwithstanding that the date upon which it becomes effective falls after the end of the Conversion Period).
- (iii) The Issuer Shares issued upon conversion of the Bonds will in all respects rank *pari passu* with the Issuer Shares in issue on the relevant Conversion Date (except for any right excluded by mandatory provisions of applicable law) and such Issuer Shares shall be entitled to all rights the record date for which falls on or after such Conversion Date to the same extent as all other fully-paid and non-assessable Issuer Shares in issue as if such Issuer Shares had been in issue throughout the period to which such rights relate. A holder of Issuer Shares issued on conversion of Bonds shall not be entitled to any rights the record date for which precedes the relevant Conversion Date.
- (iv) The Guarantor Shares issued upon conversion of the Bonds will in all respects rank *pari passu* with the Guarantor Shares in issue on the relevant Conversion Date (except for any right excluded by mandatory provisions of applicable law) and such Guarantor Shares shall be entitled to all rights the record date for which falls on or after such Conversion Date to the same extent as all other fully-paid and non-assessable Guarantor Shares in issue as if such Guarantor Shares had been in issue throughout the period to which such rights relate. A holder of Guarantor Shares issued on conversion of Bonds shall not be entitled to any rights the record date for which precedes the relevant Conversion Date.

6.2.4 Interest on Conversion:

- (i) If any notice requiring the redemption of any of the Bonds is given pursuant to Condition 8.2 on or after the fifteenth business day prior to a record date which has occurred since the last Interest Payment Date (or in the case of the first Interest Period, since the Closing Date) in respect of any dividend or distribution payable in respect of the Shares where such notice specifies a date for redemption falling on or prior to the date which is 14 days after the Interest Payment Date next following such record date, interest shall accrue at the rate provided in Condition 5.1 on the Bonds in respect of which Conversion Rights shall have been exercised and in respect of which the Conversion Date falls after such record date and on or prior to the Interest Payment Date next following such record date in respect of such distribution, in each case from and including the preceding Interest Payment

Date (or, if such Conversion Date falls before the First Interest Payment Date, from the Closing Date) to but excluding such Conversion Date. The Issuer shall pay any such interest by not later than 14 days after the relevant Conversion Date by transfer to a U.S. dollar account maintained by the payee with a bank in New York City in accordance with instructions given by the relevant Bondholder in the relevant Conversion Notice.

- (ii) Notwithstanding anything contained in Condition 5.2(i), from the Closing Date until 25 May 2018, if any notice requiring conversion of any of the Bonds is delivered by a Bondholder on or after an Interest Payment Date, interest shall accrue on the Bonds at the rate provided in Condition 5.1 up to the date of the Conversion Notice and not the last Interest Payment Date immediately preceding the date of such Conversion Notice. The Issuer shall pay any such interest by not later than 14 days after the relevant Conversion Date by transfer to a U.S. dollar account maintained by the payee with a bank in New York City in accordance with instructions given by the relevant Bondholder in the relevant Conversion Notice.

6.3 Adjustments to Conversion Price

The Conversion Price will be subject to adjustment in the following events:

6.3.1 Free Distribution, Bonus Issue, Division, Consolidation and Re-classification of Shares:

Adjustment: If the Issuer shall (a) make a free distribution of Issuer Shares (other than by way of a dividend in Issuer Shares), (b) make a bonus issue of Issuer Shares, (c) divide the outstanding Issuer Shares, (d) consolidate the outstanding Issuer Shares into a smaller number of Issuer Shares, or (e) re-classify any of the Issuer Shares into other securities of the Issuer, then the Conversion Price shall be appropriately adjusted so that the holder of any Bond, the Conversion Date in respect of which occurs after the coming into effect of any adjustment described in this Condition 6.3.1, shall be entitled to receive the number of Issuer Shares and/or other securities of the Issuer which such holder would have held or have been entitled to receive after the occurrence of any of the events described above had such Bond been converted immediately prior to the occurrence of such event (or, if the Issuer has fixed a prior record date for the determination of shareholders entitled to receive any such free distribution or bonus issue of Issuer Shares or other securities issued upon any such division, consolidation or re-classification, immediately prior to such record date), but without prejudice to the effect of any other adjustment to the Conversion Price made with effect from the date of the occurrence of such event (or such record date) or any time thereafter.

Effective date of adjustment: An adjustment made pursuant to this Condition 6.3.1 shall become effective immediately on the relevant event referred to above becoming effective or, if a record date is fixed therefor, immediately after such record date; provided that in the case of a free distribution or bonus issue of Issuer Shares which must, under applicable laws of India, be submitted for approval to a general meeting of shareholders or be approved by a meeting of the Board of Directors of the Issuer before being legally paid or made, and which is so approved after the record date fixed for the determination of shareholders entitled to receive

such distribution or issue, such adjustment shall, immediately upon such approval being given by such meeting, become effective retroactively to immediately after such record date.

6.3.2 Declaration of Dividend in Shares:

Adjustment: If the Issuer shall issue Issuer Shares as a dividend in Issuer Shares or make a distribution of Issuer Shares which is treated as a capitalisation issue for accounting purposes under Indian generally accepted accounting principles (including, but not limited to, capitalisation of capital reserves and employee stock bonus), then the Conversion Price in effect when such dividend and/or distribution is declared (or, if the Issuer has fixed a prior record date for the determination of shareholders entitled to receive such dividend and/or distribution, on such record date) shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N}{N + n} \right]$$

where:

NCP	=	the Conversion Price after such adjustment.
OCP	=	the Conversion Price before such adjustment.
N	=	the number of Issuer Shares outstanding, at the time of issuance of such dividend and/or distribution (or at the close of business in Mumbai on such record date as the case may be).
n	=	the number of Issuer Shares to be distributed to the shareholders as a dividend and/or distribution.

Effective date of adjustment: An adjustment made pursuant to this Condition 6.3.2 shall become effective immediately on the relevant event referred to in this Condition 6.3.2 becoming effective or, if a record date is fixed therefor, immediately after such record date; provided that in the case of a dividend in Issuer Shares which must, under applicable laws of India, be submitted for approval to a general meeting of shareholders of the Issuer or be approved at a meeting of the Board of Directors of the Issuer before being legally paid or made, and which is so approved after the record date fixed for the determination of shareholders entitled to receive such dividend, such adjustment shall, immediately upon such approval being given by such meeting, become effective retroactively to immediately after such record date.

6.3.3 Concurrent Adjustment Events:

If the Issuer shall declare a dividend in, or make a free distribution or bonus issue of, Issuer Shares which dividend, issue or distribution is to be paid or made to shareholders as of a record date which is also:

- (a) the record date for the issue of any rights or warrants which requires an adjustment of the Conversion Price pursuant to Conditions 6.3.5, 6.3.6 or 6.3.7;
- (b) the day immediately before the date of issue of any securities convertible into or exchangeable for Issuer Shares which requires an adjustment of the Conversion Price pursuant to Condition 6.3.9;
- (c) the day immediately before the date of grant, offer or issue of any Issuer Shares which requires an adjustment of the Conversion Price pursuant to Condition 6.3.10 or, if applicable, the record date for determination of stock dividend entitlement as referred to in Condition 6.3.10;
- (d) the day immediately before the date of issue of any rights, options or warrants which requires an adjustment of the Conversion Price pursuant to Condition 6.3.11; or
- (e) determined by the Issuer and notified by the Issuer to the Trustee in writing to be the relevant date for an event or circumstance which requires an adjustment to the Conversion Price pursuant to Condition 6.3.13,

then (except where such dividend, bonus issue or free distribution gives rise to a retroactive adjustment of the Conversion Price under Conditions 6.3.1 and 6.3.2) no adjustment of the Conversion Price in respect of such dividend, bonus issue or free distribution shall be made under Conditions 6.3.1 and 6.3.2, but in lieu thereof an adjustment shall be made under Conditions 6.3.5, 6.3.6, 6.3.7, 6.3.9, 6.3.10, 6.3.11 or 6.3.13 (as the case may require) by including in the denominator of the fraction described therein the aggregate number of Issuer Shares to be issued pursuant to such dividend, bonus issue or free distribution.

6.3.4 Capital Distribution:

Adjustment:

- (a) If the Issuer shall pay or make to its shareholders any Capital Distribution (as defined below), then the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{CMP - fmv}{CMP} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

- CMP = the Current Market Price (as defined in Condition 6.3.15 below) per Issuer Share on the date on which the relevant Dividend (as defined below) is first publicly announced.
- fmv = the portion of the Fair Market Value (as defined below), with such portion being determined by dividing the Fair Market Value of the aggregate Capital Distribution by the number of Issuer Shares entitled to receive the relevant Capital Distribution (or, in the case of a purchase of Issuer Shares or any receipts or certificates representing shares

by or on behalf of the Issuer, by the number of Issuer Shares in issue immediately prior to such purchase), of the Capital Distribution attributable to one Issuer Share.

- (b) If the Issuer shall pay or make to its shareholders any Extraordinary Cash Dividend then, in such case, the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{CMP - C}{CMP} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

CMP = the Current Market Price per Issuer Share on the date on which the relevant Dividend is first publicly announced; and

C = the Extraordinary Cash Dividend attributable to one Issuer Share.

Effective date of adjustment

Any adjustment pursuant to this Condition 6.3.4 shall become effective immediately after the record date for the determination of the Shareholders of the Issuer entitled to receive the relevant Dividend; provided that (1) in the case of such a Dividend which must, under the applicable laws of India, be submitted for approval to a general meeting of the Shareholders of the Issuer or be approved by a meeting of the Board of Directors of the Issuer before such Dividend may legally be made and is so approved after the record date fixed for the determination of shareholders entitled to receive such Dividend, such adjustment shall, immediately upon such approval being given by such meeting, become effective retroactively to immediately after such record date and (2) in the case of Condition 6.3.4(a), if the Fair Market Value of the relevant Capital Distribution cannot be determined until the record date fixed for the determination of the Shareholders of the Issuer entitled to receive the relevant Dividend, such adjustment shall, immediately upon such Fair Market Value being determined, become effective retroactively to immediately after such record date.

If such Dividend is not so paid, the Conversion Price shall again be adjusted to be the Conversion Price which would then be in effect if such Dividend had not been approved.

For the purposes of this Condition 6.3.4, “**Capital Distribution**” means any Dividend other than (1) a cash Dividend or (2) any Dividend made to the Shareholders of the Issuer as a result of a Spin-Off.

In making any calculation for the purposes of this Condition 6.3.4, such adjustments (if any) as an independent investment bank or commercial bank of international

repute selected by the Issuer (at the expense of the Issuer) and notified in writing to the Trustee (in these Conditions, an “**Issuer Independent Financial Institution**”) considers appropriate shall be made to reflect any consolidation or subdivision of any Issuer Share or the issue of Issuer Shares by way of capitalisation of profits or reserves, or any like or similar event or any adjustment to the Conversion Price.

For the purposes of this Condition 6.3.4, an “**Extraordinary Cash Dividend**” shall be any cash Dividend where the total amount of:

- (A) such Dividend, prior to the deduction of any (1) withholding tax and (2) any corporate tax and dividend distribution tax attributable to that Dividend (the “**Relevant Dividend**”); and
- (B) all other cash Dividends paid or made on the Issuer Shares in the 365 consecutive day period prior to the date the Relevant Dividend is first publicly announced (other than any cash Dividends or portion thereof previously deemed to be an Extraordinary Cash Dividend) (the “**previous dividends**”), except that where the first date of public announcement for Dividends for two different fiscal years has occurred in such 365-day period, such Dividends relating to the earlier fiscal year will be disregarded for the purpose of determining the previous dividends ((A) and (B) together being the “**total current Dividend**”),

exceeds on a per Issuer Share basis 120 per cent. of the aggregate of all cash Dividends (other than any cash Dividend or portion thereof previously determined to be an Extraordinary Dividend) paid or made on the Issuer Shares in respect of the fiscal year immediately preceding the fiscal year in respect of which the Relevant Dividend is paid or made. For the avoidance of doubt, the Extraordinary Dividend shall be the amount, on a per Issuer Share basis, of the excess of the total current Dividend over the percentage referred to above (but shall not exceed the amount of the Relevant Dividend), and all amounts referred to in this Condition 6.3.4 are on a per Issuer Share basis.

For the purposes of this Condition 6.3.4:

“**cash Dividend**” means (1) any Dividend which is to be paid in cash, but other than falling within paragraph (B) of the definition of “Spin-Off” and (2) any Dividend determined to be a cash Dividend pursuant to paragraph (A) of the definition “Dividend”, and for the avoidance of doubt, a Dividend falling within paragraph (C) of the definition “Dividend” shall be treated as not being a cash Dividend.

“**Dividend**” means any dividend or distribution (including a Spin-Off) of cash or other property or assets or evidences of the Issuer’s indebtedness, whenever paid or made and however described provided that:

- (A) where a cash Dividend is announced which is to be, or may at the election of a shareholder or shareholders be, satisfied by the issue or delivery of Issuer Shares or other property or assets, or where a capitalisation of profits or reserves is announced which is to be, or may at the election of a shareholder or shareholders be, satisfied by the payment of a Dividend, then for the purposes of this definition the Dividend in question shall be treated as a Dividend of (i) such cash Dividend or (ii) the Fair Market Value (on the date of announcement of such Dividend or date of

capitalisation (as the case may be) or, if later, the date on which the number of Issuer Shares (or amount of property or assets, as the case may be) which may be issued or delivered is determined) of such Issuer Shares or other property or assets if such Fair Market Value is greater than the Fair Market Value of such cash Dividend;

- (B) any tender or exchange offer falling within Condition 6.3.12 and any issue or distribution of Issuer Shares falling within Condition 6.3.2 shall be disregarded;
- (C) a purchase or redemption of ordinary share capital by or on behalf of the Issuer shall not constitute a Dividend unless, in the case of purchases of Issuer Shares by or on behalf of the Issuer, the Volume Weighted Average Price per Issuer Share (before expenses) on any one day in respect of such purchases exceeds the Current Market Price per Issuer Share by more than 5 per cent. either (1) on that day (or if such day is not a Trading Day, the immediately preceding Trading Day), or (2) where an announcement (excluding for the avoidance of doubt for these purposes, any general authority for such purchases or redemptions approved by a general meeting of shareholders of the Issuer or any notice convening such a meeting of shareholders) has been made of the intention to purchase Issuer Shares at some future date at a specified price, on the Trading Day immediately preceding the date of such announcement, in which case such purchase shall be deemed to constitute a Dividend (but not a cash Dividend) to the extent that the aggregate price paid (before expenses) in respect of such Issuer Shares purchased by or on behalf of the Issuer exceeds the product of (I) the Current Market Price per Issuer Share determined as aforesaid and (II) the number of Issuer Shares so purchased; and
- (D) a dividend or distribution that is a Spin-Off shall be deemed to be a Dividend other than a cash Dividend which is paid or made by the Issuer.

“Fair Market Value” means, with respect to any asset, security, option, other right or property on any date, the fair market value of that asset, security, option, other right or property as determined in good faith by an Issuer Independent Financial Institution provided, that (1) the Fair Market Value of a cash Dividend paid or to be paid shall be the amount of such cash Dividend; (2) the Fair Market Value of any other cash amount shall be equal to such cash amount; and (3) where shares, options, warrants, Spin-Off Securities or other rights are publicly traded in a market of adequate liquidity (as determined by the Issuer Independent Financial Institution) the fair market value of such shares, options, warrants, Spin-Off Securities or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants, Spin-Off Securities or other rights during the period of five Trading Days on the relevant market commencing on the first such Trading Day such shares, options, warrants, Spin-Off Securities or other rights are publicly traded; and in the case of (1) translated into Rupees (if declared or paid in a currency other than Rupees) at the rate of exchange used to determine the amount payable to shareholders who were paid or are to be paid or are entitled to be paid the cash Dividend in Rupees; and in any other case, converted into Rupees (if expressed in a currency other than Rupees) at such rate of exchange as may be determined in good faith by an Issuer Independent Financial Institution to be the spot rate ruling at the close of business on that date (or if no such rate is available on that date the equivalent rate on the immediately preceding date on which such a rate is available).

“Spin-Off” means:

- (A) a distribution of Spin-Off Securities by the Issuer to its shareholders as a class; or
- (B) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted) by any entity (other than the Issuer) to the shareholders of the Issuer as a class pursuant to any arrangements with the Issuer or any of its Subsidiaries.

“Spin-Off Securities” means equity share capital of an entity other than the Issuer or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Issuer.

“Volume Weighted Average Price” means, in respect of an Issuer Share or, as the case may be, a Spin- Off Security on any Trading Day, the order book volume-weighted average price of an Issuer Share or, as the case may be, a Spin-Off Security appearing on or derived from Bloomberg (or any successor service) page SINT IN or such other source as shall be determined to be appropriate by an Issuer Independent Financial Institution on such Trading Day, provided that on any such Trading Day where such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Issuer Share or, as the case may be, a Spin-Off Security in respect of such Trading Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Trading Day on which the same can be so determined.

6.3.5 Rights Issues to Shareholders:

Adjustment: If the Issuer shall grant, issue or offer to the holders of Issuer Shares rights entitling them to subscribe for or purchase Issuer Shares, which expression shall include those Issuer Shares that are required to be offered to employees and persons other than shareholders in connection with such grant, issue or offer:

- (a) at a consideration per Issuer Share receivable by the Issuer (determined as provided in Condition 6.3.16) which is fixed on or prior to the record date mentioned below and is less than the Current Market Price per Issuer Share at the record date; or
- (b) at a consideration per Issuer Share receivable by the Issuer which is fixed after the record date mentioned below and is less than the Current Market Price per Issuer Share on the date the Issuer fixes the said consideration,

then the Conversion Price in effect (in a case within (a) above of this Condition 6.3.5) on the record date for the determination of shareholders entitled to receive such rights or (in a case within (b) above of this Condition 6.3.5) on the date the Issuer fixes the said consideration shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N + v}{N + n} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

- N = the number of Issuer Shares outstanding (having regard to Condition 6.3.16) at the close of business in India (in a case within (a) above of this Condition 6.3.5) on such record date or (in a case within (b) above of this Condition 6.3.5) on the date the Issuer fixes the said consideration.
- n = the number of Issuer Shares initially to be issued upon exercise of such rights at the said consideration being (aa) the number of Issuer Shares which underwriters have agreed to underwrite as referred to below or, as the case may be, (bb) the number of Issuer Shares for which applications are received from shareholders as referred to below save to the extent already adjusted for under (aa).
- v = the number of Issuer Shares which the aggregate consideration receivable by the Issuer (determined as provided in Condition 6.3.16) would purchase at such Current Market Price per Issuer Share specified in (a) of this Condition 6.3.5 or, as the case may be, (b) above of this Condition 6.3.5.

Effective date of adjustment: Subject as provided below, such adjustment shall become effective immediately after the latest date for the submission of applications for such Issuer Shares by shareholders entitled to the same pursuant to such rights or (if later) immediately after the Issuer fixes the said consideration but retroactively to immediately after the record date mentioned above.

Rights not taken up by Shareholders: If, in connection with a grant, issue or offer to the holders of Issuer Shares of rights entitling them to subscribe for or purchase Issuer Shares, any Issuer Shares which are not subscribed for or purchased by the persons entitled thereto are underwritten by other persons prior to the latest date for the submission of applications for such Issuer Shares, an adjustment shall be made to the Conversion Price in accordance with the above provisions which shall become effective immediately after the date the underwriters agree to underwrite the same or (if later) immediately after the Issuer fixes the said consideration but retroactively to immediately after the record date mentioned above in this Condition 6.3.5.

If, in connection with a grant, issue or offer to the holders of Issuer Shares of rights entitling them to subscribe for or purchase Issuer Shares, any such Issuer Shares which are not subscribed for or purchased by the underwriters who have agreed to underwrite as referred to above or by the shareholders entitled thereto (or persons to whom shareholders have transferred such rights) who have submitted applications for such Issuer Shares as referred to above are offered to and/or subscribed by others, no further adjustment shall be made to the Conversion Price by reason of such offer and/or subscription.

6.3.6 Warrants issued to Shareholders:

Adjustment: If the Issuer shall grant, issue or offer to the holders of Issuer Shares warrants entitling them to subscribe for or purchase Issuer Shares:

- (a) at a consideration per Issuer Share receivable by the Issuer (determined as provided in Condition 6.3.16) which is fixed on or prior to the record date for the determination of shareholders entitled to receive such warrants and is less than the Current Market Price per Issuer Share at such record date; or
- (b) at a consideration per Issuer Share receivable by the Issuer which is fixed after the record date mentioned above and is less than the Current Market Price per Issuer Share on the date the Issuer fixes the said consideration,

then the Conversion Price in effect (in a case within (a) above of this Condition 6.3.6) on the record date for the determination of shareholders entitled to receive such warrants or (in a case within (b) above of this Condition 6.3.6) on the date the Issuer fixes the said consideration shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N + v}{N + n} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

N = the number of Issuer Shares outstanding (having regard to Condition 6.3.17) at the close of business in India (in a case within (a) above of this Condition 6.3.6) on such record date or (in a case within (b) above of this Condition 6.3.6) on the date the Issuer fixes the said consideration.

n = the number of Issuer Shares to be issued upon exercise of such warrants at the said consideration which, where no applications by shareholders entitled to such warrants are required, shall be based on the number of warrants issued.

Where applications by shareholders entitled to such warrants are required, the number of such Issuer Shares shall be calculated based upon (aa) the number of warrants which underwriters have agreed to underwrite as referred to below or, as the case may be, (bb) the number of warrants for which applications are received from shareholders as referred to below save to the extent already adjusted for under (aa).

v = the number of Issuer Shares which the aggregate consideration receivable by the Issuer (determined as provided in Condition 6.3.16) would purchase at such Current Market Price per Issuer Share specified in (a) of this Condition 6.3.6 or, as the case may be, (b) above of this Condition 6.3.6.

Effective date of adjustment: Subject as provided below, such adjustment shall become effective (i) where no applications for such warrants are required from shareholders entitled to the same, upon their issue and (ii) where applications by shareholders entitled to the same are required as aforesaid, immediately after the latest date for the submission of such applications or (if later) immediately after the Issuer fixes the said consideration but in all cases retroactively to immediately after the record date mentioned above.

Warrants not subscribed for by Shareholders: If, in connection with a grant, issue or offer to the holders of Issuer Shares of warrants entitling them to subscribe for or purchase Issuer Shares in the circumstances described in (a) and (b) of this Condition 6.3.6, any warrants which are not subscribed for or purchased by the shareholders entitled thereto are underwritten by others prior to the latest date for the submission of applications for such warrants, an adjustment shall be made to the Conversion Price in accordance with the above provisions which shall become effective immediately after the date the underwriters agree to underwrite the same or (if later) immediately after the Issuer fixes the said consideration but retroactively to immediately after the record date mentioned above in this Condition 6.3.6.

If, in connection with a grant, issue or offer to the holders of Issuer Shares of warrants entitling them to subscribe for or purchase Issuer Shares, any warrants which are not subscribed for or purchased by the underwriters who have agreed to underwrite as referred to above or by the shareholders entitled thereto (or persons to whom shareholders have transferred the right to purchase such warrants) who have submitted applications for such warrants as referred to above are offered to and/or subscribed by others, no further adjustment shall be made to the Conversion Price by reason of such offer and/or subscription.

6.3.7 Rights or Warrants for Equity-related Securities to Shareholders:

Adjustment: If the Issuer shall grant, issue or offer to the holders of Issuer Shares rights or warrants entitling them to subscribe for or purchase any securities convertible into or exchangeable for Issuer Shares:

- (a) at a consideration per Issuer Share receivable by the Issuer (determined as provided in Condition 6.3.16) which is fixed on or prior to the record date mentioned below and is less than the Current Market Price per Issuer Share at such record date; or
- (b) at a consideration per Issuer Share receivable by the Issuer (determined as aforesaid) which is fixed after the record date mentioned below and is less than the Current Market Price per Issuer Share on the date the Issuer fixes the said consideration,

then the Conversion Price in effect (in a case within (a) above of this Condition 6.3.7) on the record date for the determination of shareholders entitled to receive such rights or warrants or (in a case within (b) above of this Condition 6.3.7) on

the date the Issuer fixes the said consideration shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N + v}{N + n} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

- N = the number of Issuer Shares outstanding (having regard to Condition 6.3.17) at the close of business in India (in a case within (a) above of this Condition 6.3.7) on such record date or (in a case within (b) above of this Condition 6.3.7) on the date the Issuer fixes the said consideration.
- n = the number of Issuer Shares initially to be issued upon exercise of such rights or warrants and conversion or exchange of such convertible or exchangeable securities at the said consideration being, in the case of rights, (aa) the number of Issuer Shares initially to be issued upon conversion or exchange of the number of such convertible or exchangeable securities which the underwriters have agreed to underwrite as referred to below or, as the case may be, (bb) the number of Issuer Shares initially to be issued upon conversion or exchange of the number of such convertible or exchangeable securities for which applications are received from shareholders as referred to below save to the extent already adjusted for under (aa) and which, in the case of warrants, where no applications by shareholders entitled to such warrants are required, shall be based on the number of warrants issued. Where applications by shareholders entitled to such warrants are required, the number of such Issuer Shares shall be calculated based upon (x) the number of warrants which underwriters have agreed to underwrite as referred to below or, as the case may be, (y) the number of warrants for which applications are received from shareholders as referred to below save to the extent already adjusted for under (x).
- v = the number of Issuer Shares which the aggregate consideration receivable by the Issuer (determined as provided in Condition 6.3.16) would purchase at such Current Market Price per Issuer Share specified in (a) of this Condition 6.3.7 or, as the case may be, (b) above of this Condition 6.3.7.

Effective date of adjustment: Subject as provided below, such adjustment shall become effective (a) where no applications for such warrants are required from shareholders entitled to the same, upon their issue and (b) where applications by shareholders entitled to the warrants are required as aforesaid and in the case of

convertible or exchangeable securities by shareholders entitled to the same pursuant to such rights, immediately after the latest date for the submission of such applications or (if later) immediately after the Issuer fixes the said consideration; but in all cases retroactively to immediately after the record date mentioned above in this Condition 6.3.7.

Rights or warrants not taken up by Shareholders: If, in connection with a grant, issue or offer to the holders of Issuer Shares of rights or warrants entitling them to subscribe for or purchase securities convertible into or exchangeable for Issuer Shares in the circumstances described in this Condition 6.3.7, any convertible or exchangeable securities or warrants which are not subscribed for or purchased by the shareholders entitled thereto are underwritten by others prior to the latest date for the submission of applications for such convertible or exchangeable securities or warrants, an adjustment shall be made to the Conversion Price in accordance with the above provisions which shall become effective immediately after the date the underwriters agree to underwrite the same or (if later) immediately after the Issuer fixes the said consideration but retroactively to immediately after the record date mentioned above.

If, in connection with a grant, issue or offer to the holders of Issuer Shares or rights or warrants entitling them to subscribe for or purchase securities convertible into or exchangeable for Issuer Shares, any convertible or exchangeable securities or warrants which are not subscribed for or purchased by the underwriters who have agreed to underwrite as referred to above or by the shareholders entitled thereto (or persons to whom shareholders have transferred such rights or the right to purchase such warrants) who have submitted applications for such convertible or exchangeable securities or warrants as referred to above are offered to and/or subscribed by others, no further adjustment shall be made to the Conversion Price by reason of such offer and/or subscription.

6.3.8 Other Distributions to Shareholders:

Adjustment: If the Issuer shall distribute to the holders of Issuer Shares or capital stock of the Issuer (other than Issuer Shares), assets (excluding any Dividends), evidences of its indebtedness or rights or warrants to subscribe for or purchase Issuer Shares or securities (excluding those rights and warrants referred to in Conditions 6.3.5, 6.3.6 and 6.3.7), then the Conversion Price in effect on the record date for the determination of shareholders entitled to receive such distribution shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N + v}{N + n} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

CMP = the Current Market Price per Issuer Share on the record date for the determination of shareholders entitled to receive such distribution.

fmv = the Fair Market Value of the distribution applicable to one Issuer Share (which shall take into account the consideration receivable for the same by the Issuer).

Effective date of adjustment: Such adjustment shall become effective immediately after the record date for the determination of shareholders entitled to receive such distribution. Provided that (a) in the case of such a distribution which must, under the applicable laws of India, be submitted for approval to a general meeting of shareholders of the Issuer or be approved by a meeting of the Board of Directors of the Issuer before such distribution may legally be made and is so approved after the record date fixed for the determination of shareholders entitled to receive such distribution, such adjustment shall, immediately upon such approval being given by such meeting, become effective retroactively to immediately after such record date and (b) if the Fair Market Value of the shares of capital stock, assets, rights or warrants so distributed cannot be determined until after the record date fixed for the determination of shareholders entitled to receive such distribution, such adjustment shall, immediately upon such Fair Market Value being determined, become effective retroactively to immediately after such record date.

6.3.9 Issue of Convertible or Exchangeable Securities other than to Shareholders or on Exercise of Warrants:

Adjustment: If the Issuer shall issue any securities convertible into or exchangeable for Issuer Shares (other than the Bonds (which term shall for this purpose exclude any further Bonds issued pursuant to Condition 16), or in any of the circumstances described in Condition 6.3.7 and Condition 6.3.11) or grant such rights in respect of any existing securities and the consideration per Issuer Share receivable by the Issuer (determined as provided in Condition 6.3.16) shall be less than the Current Market Price per Issuer Share on the date in India on which the Issuer fixes the said consideration (or, if the issue of such securities is subject to approval by a general meeting of shareholders of the Issuer, on the date on which the Board of Directors of the Issuer fixes the consideration to be recommended at such meeting), then the Conversion Price in effect immediately prior to the date of issue of such convertible or exchangeable securities shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N + v}{N + n} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

- N = the number of Issuer Shares outstanding (having regard to Condition 6.3.17) at the close of business in India on the day immediately prior to the date of such issue.
- n = the number of Issuer Shares to be issued upon conversion or exchange of such convertible or exchangeable securities at the initial conversion or exchange price or rate.
- v = the number of Issuer Shares which the aggregate consideration receivable by the Issuer would purchase at such Current Market Price per Issuer Share.

Effective date of adjustment: Such adjustment shall become effective as of the calendar day in India corresponding to the calendar day at the place of issue on which such convertible or exchangeable securities are issued.

6.3.10 Other Issues of Shares:

Adjustment: If the Issuer shall issue any Issuer Shares (other than Issuer Shares issued upon conversion or exchange of any convertible or exchangeable securities (including the Bonds (which term shall for this purpose exclude any further Bonds issued pursuant to Condition 16)) issued by the Issuer or upon exercise of any rights or warrants granted, offered or issued by the Issuer or in any of the circumstances described in any preceding provision of this Condition 6.3), for a consideration per Issuer Share receivable by the Issuer (determined as provided in Condition 6.3.16) less than the Current Market Price per Issuer Share on the date in India on which the Issuer fixes the said consideration (or, if the issue of such Issuer Shares is subject to approval by a general meeting of shareholders of the Issuer, on the date on which the Board of Directors of the Issuer fixes the consideration to be recommended at such meeting), then the Conversion Price in effect immediately prior to the issue of such additional Issuer Shares shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N + v}{N + n} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

- N = the number of Issuer Shares outstanding (having regard to Condition 6.3.17) at the close of business in India on the day immediately prior to the date of issue of such additional Issuer Shares.
- n = the number of additional Issuer Shares issued as aforesaid.
- v = the number of Issuer Shares which the aggregate consideration receivable by the Issuer (determined as provided in Condition

6.3.16) would purchase at such Current Market Price per Issuer Share.

Effective date of adjustment: Such adjustment shall become effective as of the calendar day in India of the issue of such additional Issuer Shares.

6.3.11 Issue of Equity-related Securities:

Adjustment: If the Issuer shall grant, issue or offer options, warrants or rights (excluding those rights and warrants referred to in Conditions 6.3.5, 6.3.6, 6.3.7 and 6.3.8) to subscribe for or purchase Issuer Shares or securities convertible into or exchangeable for Issuer Shares and the consideration per Issuer Share receivable by the Issuer (determined as provided in Condition 6.3.16) shall be less than the Current Market Price per Issuer Share on the date in India on which the Issuer fixes the said consideration (or, if the offer, grant or issue of such rights, options or warrants is subject to approval by a general meeting of shareholders, on the date on which the Board of Directors of the Issuer fixes the consideration to be recommended at such meeting), then the Conversion Price in effect immediately prior to the date of the offer, grant or issue of such rights, options or warrants shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N + v}{N + n} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

- | | | |
|---|---|--|
| N | = | the number of Issuer Shares outstanding (having regard to Condition 6.3.17) at the close of business in India on the day immediately prior to the date of such issue. |
| n | = | the number of Issuer Shares to be issued on exercise of such rights or warrants and (if applicable) conversion or exchange of such convertible or exchangeable securities at the said consideration. |
| v | = | the number of Issuer Shares which the aggregate consideration receivable by the Issuer (determined as provided in Condition 6.3.16) would purchase at such Current Market Price per Issuer Share. |

Effective date of adjustment: Such adjustment shall become effective as of the calendar day in India corresponding to the calendar day at the place of issue on which such rights or warrants are issued.

6.3.12 Tender or Exchange Offer:

Adjustment: In case a tender or exchange offer made by or on behalf of the Issuer or any Subsidiary of the Issuer for all or any portion of the Issuer Shares shall

expire and such tender or exchange offer shall involve the payment by the Issuer or such Subsidiary of consideration per Issuer Share having a Fair Market Value at the last time (the “**Issuer Expiration Date**”) tenders or exchanges could have been made pursuant to such tender or exchange offer (as it shall have been amended) that exceeds the Current Market Price per Issuer Share, as of the Issuer Expiration Date, the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = OCP \times \left[\frac{N \times CMP}{fmv + [(N - n) \times CMP]} \right]$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2.

- N = the number of Issuer Shares outstanding (including any tendered or exchanged Issuer Shares) on the Issuer Expiration Date.
- CMP = Current Market Price per Issuer Share as of the Issuer Expiration Date.
- fmv = the Fair Market Value of the aggregate consideration payable to the holders of Issuer Shares based on the acceptance (up to a maximum specified in the terms and not withdrawn as of the Issuer Expiration Date (the Issuer Shares deemed so accepted up to any such maximum, being referred to as the “**Purchased Issuer Shares**”).
- n = the number of Purchased Issuer Shares.

Effective date of adjustment: Such adjustment shall become retroactively effective immediately prior to the opening of business on the day following the Issuer Expiration Date.

Tender or exchange offer not completed: If the Issuer is obligated to purchase Issuer Shares pursuant to any such tender or exchange offer, but the Issuer is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price which would then be in effect if such tender or exchange offer had not been made.

6.3.13 Analogous Events and Modifications

If (a) the rights of conversion or exchange, purchase or subscription attaching to any options, rights or warrants to subscribe for or purchase Issuer Shares or any securities convertible into or exchangeable for, or which carry rights to subscribe for or purchase Issuer Shares are modified (other than pursuant to and as provided in the terms and conditions of such options, rights, warrants or securities as originally issued) or (b) the Issuer determines that any other event or circumstance has occurred which has or would have an effect on the position of the Bondholders

as a class compared with the position of the holders of all the securities (and options and rights relating thereto) of the Issuer, taken as a class which is analogous to any of the events referred to in Conditions 6.3.1 to 6.3.12 (both inclusive), then, in any such case, the Issuer shall promptly notify the Trustee in writing thereof and the Issuer shall consult with an Issuer Independent Financial Institution as to what adjustment, if any, should be made to the Conversion Price to preserve the value of the Conversion Right of Bondholders and will make any such adjustment. All costs, charges, liabilities and expenses incurred in connection with the appointment, retention, consultation and remuneration of any Issuer Independent Financial Institution appointed under these Conditions shall be borne by the Issuer.

6.3.14 Simultaneous Issues of Different Classes of Shares:

In the event of simultaneous issues of two or more classes of share capital comprising Issuer Shares or rights or warrants in respect of, or securities convertible into or exchangeable for, two or more classes of share capital comprising Issuer Shares, then, for the purposes of this Condition 6.3, the formula

$$NCP = OCPx \left[\frac{N + v}{N + n} \right]$$

shall be restated as

$$NCP = OCPx \left[\frac{N + v1 + v2 + v3}{N + n1 + n2 + n3} \right]$$

where v1 and n1 shall have the same meanings as “v” and “n” but by reference to one class of Issuer Shares, v2 and n2 shall have the same meanings as “v” and “n” but by reference to a second class of Issuer Shares, v3 and n3 shall have the same meanings as “v” and “n” but by reference to a third class of Issuer Shares and so on.

6.3.15 Certain Definitions:

For the purposes of these Conditions:

“**Alternative Stock Exchange**” means at any time (i) in the case of the Shares, if they are not at that time listed and traded on the Indian Exchanges, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in and (ii) in the case of the Bonds, if they are not at that time listed and traded on the Singapore Exchange Securities Trading Limited, the principal stock exchange or securities market on which the Bonds are then listed or quoted or dealt in;

“**Closing Price**” for a Trading Day means: (i) in the case of the Issuer Shares, the last reported transaction price of the Issuer Shares on the NSE for such day or, if no transaction takes place on such day, the average of the closing bid and offered prices of Issuer Shares for such Trading Day as furnished by a leading independent securities firm licensed to trade on the NSE selected from time to time by the Issuer and notified in writing to the Trustee for the purpose, or (ii) in the case of any Spin-

Off Securities, the last reported transaction price of such Spin-Off Securities on the BSE or the NSE, as the case may be, for such day or, if no transaction takes place on such day, the average of the closing bid and offered prices of such Spin-Off Securities for such Trading Day as furnished by a leading independent securities firm licensed to trade on the BSE or the NSE, as applicable, selected from time to time by the Issuer and notified in writing to the Trustee for the purpose;

“Current Market Price” per Issuer Share on any date means the average of the daily Closing Prices of the relevant Issuer Shares for five consecutive Trading Days (as defined below) ending on and including the Trading Day immediately preceding such date. If the Issuer has more than one class of share capital comprising Issuer Shares, then the relevant Current Market Price for Issuer Shares shall be the price for that class of Issuer Shares the issue of which (or of rights or warrants in respect of, or securities convertible into or exchangeable for, that class of Issuer Shares) gives rise to the adjustment in question.

If during the said five Trading Days or any period thereafter up to but excluding the date as of which the adjustment of the Conversion Price in question shall be effected, any event (other than the event which requires the adjustment in question) shall occur which gives rise to a separate adjustment to the Conversion Price under the provisions of these Conditions, then the Current Market Price as determined above shall be adjusted in such manner and to such extent as an Issuer Independent Financial Institution shall in its absolute discretion deem appropriate and fair to compensate for the effect thereof;

“Promoters” means the promoters of the Issuer and the Guarantor being Dinesh Patel, Arun Patel, Rahul Patel, Amit Patel, BVM Finance Private Limited, Kolon Investment Private Limited and Opel Securities Private Limited;

“Promoter Group” means the promoter group of the Issuer and the Guarantor as determined in terms of Regulation 2(1)(zb) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009; and

“Trading Day” means a day when the NSE is open for business, but does not include a day when (a) no such last transaction price or closing bid and offered prices is/are reported and (b) (if the relevant Shares are not listed or admitted to trading on such exchange) no such closing bid and offered prices are furnished as aforesaid.

If the relevant Shares are no longer listed on the NSE but are still listed on the BSE, references in the above definitions to the NSE shall be deemed to be the BSE, and if the relevant Shares are no longer listed on the NSE or the BSE and have been listed on another stock exchange as required by Condition 6.4.1, references in the above definitions to the NSE will be taken as references to the Alternative Stock Exchange.

6.3.16 Consideration Receivable by the Issuer:

For the purposes of any calculation of the consideration receivable by the Issuer pursuant to Conditions 6.3.5, 6.3.6, 6.3.7, 6.3.9, 6.3.10 and 6.3.11 above, the following provisions shall be applicable:

- (a) in the case of the issue of Issuer Shares for cash, the consideration shall be the amount of such cash;
- (b) in the case of the issue of Issuer Shares for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by an Issuer Independent Financial Institution or, if pursuant to applicable law of India such determination is to be made by application to a court of competent jurisdiction, as determined by such court or an appraiser appointed by such court, irrespective of the accounting treatment thereof;
- (c) in the case of the issue (whether initially or upon the exercise of rights or warrants) of securities convertible into or exchangeable for Issuer Shares, the aggregate consideration receivable by the Issuer shall be deemed to be the consideration received by the Issuer for such securities and (if applicable) rights or warrants plus the additional consideration (if any) to be received by the Issuer upon (and assuming) the conversion or exchange of such securities at the initial conversion or exchange price or rate and (if applicable) the exercise of such rights or warrants at the initial subscription or purchase price (the consideration in each case to be determined in the same manner as provided in this Condition 6.3.16) and the consideration per Issuer Share receivable by the Issuer shall be such aggregate consideration divided by the number of Issuer Shares to be issued upon (and assuming) such conversion or exchange at the initial conversion or exchange price or rate and (if applicable) the exercise of such rights or warrants at the initial subscription or purchase price;
- (d) in the case of the issue of rights or warrants to subscribe for or purchase Issuer Shares, the aggregate consideration receivable by the Issuer shall be deemed to be the consideration received by the Issuer for any such rights or warrants plus the additional consideration to be received by the Issuer upon (and assuming) the exercise of such rights or warrants at the initial subscription or purchase price (the consideration in each case to be determined in the same manner as provided in this Condition 6.3.16) and the consideration per Issuer Share receivable by the Issuer shall be such aggregate consideration divided by the number of Shares to be issued upon (and assuming) the exercise of such rights or warrants at the initial subscription or purchase price;
- (e) if any of the consideration referred to in any of the preceding paragraphs of this Condition 6.3.16 is receivable in a currency other than Rupees, such consideration shall (in any case where there is a fixed rate of exchange between the Rupees and the relevant currency for the purposes of the issue of the Issuer Shares, the conversion or exchange of such securities or the exercise of such rights or warrants) be translated into Rupees for the purposes of this Condition 6.3.16 at such fixed rate of exchange and shall (in all other cases) be translated into Rupees at the mean of the exchange rate quotations (being quotations for the cross rate through U.S. dollars if no direct rate is quoted) by a leading bank in India for buying and selling

spot units of the relevant currency by telegraphic transfer against Rupees on the date as of which the said consideration is required to be calculated as aforesaid;

- (f) in the case of the issue of Issuer Shares (including, without limitation, to employees under any employee bonus or profit sharing arrangements) credited as fully paid out of retained earnings or capitalisation of reserves at their par value, the aggregate consideration receivable by the Issuer shall be deemed to be zero (and accordingly the number of Issuer Shares which such aggregate consideration receivable by the Issuer could purchase at the relevant Current Market Price per Issuer Share shall also be deemed to be zero); and
- (g) in making any such determination, no deduction shall be made for any commissions or any expenses paid or incurred by the Issuer.

6.3.17 Cumulative Adjustments:

If, at the time of computing an adjustment (the “**later adjustment**”) of the Conversion Price pursuant to any of Conditions 6.3.2, 6.3.5, 6.3.6, 6.3.9, 6.3.10 and 6.3.11 above, the Conversion Price already incorporates an adjustment made (or taken or to be taken into account pursuant to the proviso to Condition 6.3.18) to reflect an issue of Issuer Shares or of securities convertible into or exchangeable for Issuer Shares or of rights or warrants to subscribe for or purchase Issuer Shares or securities, to the extent that the number of such Issuer Shares or securities taken into account for the purposes of calculating such adjustment exceeds the number of such Issuer Shares in issue at the time relevant for ascertaining the number of outstanding Issuer Shares for the purposes of computing the later adjustment, such excess Issuer Shares shall be deemed to be outstanding for the purposes of making such computation.

6.3.18 Minor Adjustments:

No adjustment of the Conversion Price shall be required if the adjustment would be less than 1 per cent. of the then current Conversion Price; provided that any such adjustment is not required to be made shall be carried forward and taken into account (as if such adjustment had been made at the time when it would have been made) in any subsequent adjustment. All calculations under this Condition 6.3, Condition 6.6 and Condition 6.7 shall be made to the nearest Rs.0.01 with Rs.0.005 being rounded up to the next Rs.0.01.

6.3.19 Minimum Conversion Price:

Notwithstanding the provisions of this Condition 6, the Issuer covenants that the Conversion Price shall not be reduced below the par value of the Issuer Shares (Re.1 at the date hereof) as a result of any adjustment made hereunder unless under applicable law then in effect Bonds may be converted at such reduced Conversion Price into legally issued, fully-paid and non-assessable Issuer Shares. In addition, the Issuer covenants that it will not take any corporate or other action which might result in the Conversion Price being reduced pursuant to this Condition 6 below the level permitted by (a) applicable Indian laws and regulations from time to time (if any) or (b) applicable Indian regulatory authorities.

6.3.20 Optional Adjustment:

Except as otherwise set out in Condition 6.3.19, the Issuer may at its option and as permitted by applicable law, at any time and from time to time reduce the Conversion Price in such circumstances and by such amount as it may determine. Any such adjustment shall become effective as of the date determined by the Issuer and shall be notified to Bondholders in accordance with Condition 17 and to the Trustee in writing as soon as practicable.

6.3.21 Reference to “fixed”:

Any references herein to the date on which a consideration is “fixed” shall, where the consideration is originally expressed by reference to a formula which cannot be expressed as an actual cash amount until a later date, be construed as a reference to the first day on which such actual cash amount can be ascertained.

6.3.22 Upward Adjustment:

No adjustment involving an increase in the Conversion Price will be made, except in the case of a consolidation of the Issuer Shares, as referred to in Condition 6.3.1.

6.3.23 Employee Share or Stock Option Scheme:

No adjustment shall be required to the Conversion Price where Issuer Shares or other securities or options, rights or warrants for Issuer Shares or other securities are issued, offered, allotted, appropriated, modified or granted to employees (including directors) or former employees of the Issuer or persons related to such employees (including directors) or former employees, directly or indirectly, pursuant to an employee share or stock option scheme generally duly existing now or in the future or as required by law; provided that such Issuer Shares or other securities or options, rights or warrants for Issuer Shares or other securities do not involve or relate to the issuance, offer, allotment, appropriation, modification or granting of Issuer Shares in excess of two per cent. of the issued and outstanding Issuer Shares of the Issuer as of the Closing Date, during the tenure of any such employee share or stock option scheme.

6.3.24 Trustee and the Agents Not Obligated to Monitor:

Neither the Trustee nor the Agents shall be under any duty (i) to monitor whether any event or circumstances falling within this Condition 6.3, Condition 6.6, Condition 6.7 or Condition 10.2 has occurred or exists which may require an adjustment to be made to the Conversion Price or the Guarantor Share Entitlement or (ii) to calculate or verify any calculation or make or verify any determination or adjustment in connection with the Conversion Price or the Guarantor Share Entitlement and each of the Trustee and each Agent shall be entitled to assume that no such event or circumstance has occurred until the Trustee has received express notice in writing to the contrary from the Issuer, and neither the Trustee nor any Agent will be liable or responsible to Bondholders or any other person for any loss arising from any failure by any of them to do so or for any failure or delay by the Issuer, the Guarantor or any Issuer Independent Financial Institution or Guarantor Independent Financial Institution in making any determination, adjustment or

calculation or for any erroneous determination, adjustment or calculation in connection with the Conversion Price or the Guarantor Share Entitlement.

6.3.25 Approval of Trustee:

The Issuer shall send (i) the Trustee a certificate setting out particulars relating to each adjustment of the Conversion Price or (ii) procure the Guarantor to send the Trustee a certificate setting out particulars relating to each adjustment of the Guarantor Share Entitlement, which shall, in each case, specify the information required in Condition 6.5. The Issuer and/or the Guarantor shall also cause a notice containing the same information to be sent to Bondholders, such notice to be approved by the Trustee before it is given to Bondholders.

6.3.26 Independent Financial Institution:

- (i) If the Issuer fails to select an Issuer Independent Financial Institution when required in this Condition, the Trustee may (at its absolute discretion and without liability) but shall not be obliged to, select such an Issuer Independent Financial Institution at the expense of the Issuer.
- (ii) If the Guarantor fails to select a Guarantor Independent Financial Institution when required in this Condition, the Trustee may (at its absolute discretion and without liability) but shall not be obliged to, select such a Guarantor Independent Financial Institution at the expense of the Guarantor.

6.3.27 Depositary Receipts

- (i) If the Issuer shall have outstanding a depositary receipt facility programme or facility in respect of the Issuer Shares (an “**Issuer DR Facility**”) on the date of conversion of any Bonds, then, subject to the terms and conditions of the relevant facility or programme and to applicable laws and regulations and to such amendments to these Conditions as the Issuer and the Trustee shall consider to be appropriate, each Bondholder will have the right in respect of the exercise of Conversion Rights to elect (an “**Issuer DR Election**”) that the Issuer Shares to be issued on conversion be represented by depositary receipts (“**Issuer DRs**”) and to receive Issuer DRs instead of such Issuer Shares. An Issuer DR Election shall be made in the relevant Conversion Notice in such form as the Issuer may require. The number of Issuer DRs to be issued on exercise of Conversion Rights in respect of which the relevant Bondholder shall have duly made an Issuer DR Election shall be determined by dividing the principal amount of the relevant Bond to be converted by the Conversion Price in effect on the relevant Conversion Date and dividing the resulting number by the number of Issuer Shares represented by each Issuer DR on such Conversion Date.

Fractions of an Issuer DR will not be issued and neither will an Issuer Share (where at the relevant time an Issuer DR represents more than one Issuer Share) or any fraction of an Issuer Share be issued and no cash payment or adjustment will be made in respect thereof. However, if the Conversion Right in respect of more than one Bond is exercised at any one

time such that Issuer DRs are to be issued to the same person, the number of such Issuer DRs to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Issuer DRs.

Where Issuer DRs are to be issued, the Issuer will, as soon as practicable, and in any event not later than 30 days after the relevant Conversion Date (i) cause the name of the depositary in respect of the relevant Issuer DR Facility (the “**Issuer DR Depositary**”), or its custodian, to be registered in the record of the depositors maintained by the depositary registered under the 1996 Depositaries Act with whom the Issuer has entered into a depositary agreement and (ii) cause the relevant number of Issuer DRs to be issued by the Issuer DR Depositary pursuant to the relevant Issuer DR Facility to the relevant Bondholder or his/their nominee.

Issuer DRs will be issued in book-entry form or in certificated form as provided in the relevant Issuer DR Facility, and may bear such legends and be subject to such restrictions on transfer as the Issuer shall determine to be necessary to comply with applicable laws and regulations.

A Bondholder exercising Conversion Rights and making an Issuer DR Election must deliver at its expense to the specified office of any Conversion Agent all and any certificates and other documents as may be required pursuant to the relevant Issuer DR Facility in respect of the deposit of the relevant Issuer Shares pursuant to such Issuer DR Facility.

The Issuer will pay all expenses, charges and fees of the custodian for the Issuer DR Depositary and of the Issuer DR Depositary in connection with the deposit of the relevant Issuer Shares and issue of the Issuer DRs on conversion.

If an Issuer Retroactive Adjustment shall occur in relation to the exercise of Conversion Rights in relation to any Bond in respect of which an Issuer DR Election shall have been duly made, the Issuer shall, conditional upon the relevant adjustment becoming effective procure that there shall be issued to the relevant Bondholder (or in accordance with instructions contained in the Conversion Notice) such additional number Issuer DRs (if any) (the “**Additional Issuer DRs**”) as, together with the Issuer DRs issued or to be issued on conversion of the relevant Bond is equal to the number of Issuer DRs which would have been required to be issued on conversion of such Bond (together with any fraction of an Issuer DR not so issued) if the relevant adjustment to the Conversion Price had been made and become effective on and as of the relevant Conversion Date.

Issuer DRs issued upon conversion of the Bonds will in all respects rank *pari passu* with all other Issuer DRs under the relevant Issuer DR Facility then in issue on the relevant Conversion Date, except that the Issuer DRs or, as the case may be, the Additional Issuer DRs so issued will not rank

for any right where the record date or other due date for the establishment of entitlement in respect of the Issuer Shares represented by such Issuer DRs or, as the case may be, Additional Issuer DRs falls prior to the relevant Conversion Date.

If the Issuer determines that it would be contrary to applicable laws or regulations or would be contrary to the terms of the relevant Issuer DR Facility (including any provisions thereof relating to the deposit of Issuer Shares) to issue Issuer Shares to be represented by Issuer DRs upon conversion of Bonds in respect of which an Issuer DR Election shall have been made, such Issuer DR Election shall be ineffective and there shall be issued to such Bondholder (or as specified in the relevant Conversion Notice) Issuer Shares as if such Issuer DR Election had not been made.

The Issuer is under no obligation to establish and/or maintain any depositary facility or programme in respect of the Issuer Shares or, if it does, to enable the Issuer Shares to be eligible for deposit pursuant thereto. The Issuer shall be entitled to impose such conditions and restrictions on the deposit of Issuer Shares pursuant to any such facility or programme as it may determine, and may agree with the Trustee such changes to these Conditions as may be appropriate in respect of or relating to the deposit of Issuer Shares pursuant to any such facility or programme.

- (ii) If the Guarantor shall have outstanding a depositary receipt facility programme or facility in respect of the Guarantor Shares (an “**Guarantor DR Facility**”) on the date of conversion of any Bonds, then, subject to the terms and conditions of the relevant facility or programme and to applicable laws and regulations and to such amendments to these Conditions as the Guarantor and the Trustee shall consider to be appropriate, each Bondholder will have the right in respect of the exercise of Conversion Rights to elect (a “**Guarantor DR Election**”) that the Guarantor Shares to be issued on conversion be represented by depositary receipts (“**Guarantor DRs**”) and to receive Guarantor DRs instead of such Guarantor Shares. A Guarantor DR Election shall be made in the relevant Conversion Notice in such form as the Guarantor may require. The number of Guarantor DRs to be issued on exercise of Conversion Rights in respect of which the relevant Bondholder shall have duly made a Guarantor DR Election shall be determined by reference to the Guarantor Share Entitlement in effect on the relevant Conversion Date and dividing the resulting number by the number of Guarantor Shares represented by each Guarantor DR on such Conversion Date.

Fractions of a Guarantor DR will not be issued and neither will a Guarantor Share (where at the relevant time a Guarantor DR represents more than one Guarantor Share) or any fraction of a Guarantor Share be issued and no cash payment or adjustment will be made in respect thereof. However, if the Conversion Right in respect of more than one Bond is

exercised at any one time such that Guarantor DRs are to be issued to the same person, the number of such Guarantor DRs to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Guarantor DRs.

Where Guarantor DRs are to be issued, the Guarantor will, as soon as practicable, and in any event not later than 30 days after the relevant Conversion Date (i) cause the name of the depositary in respect of the relevant Guarantor DR Facility (the “**Guarantor DR Depositary**”), or its custodian, to be registered in the record of the depositors maintained by the depositary registered under the 1996 Depositories Act with whom the Guarantor has entered into a depositary agreement and (ii) cause the relevant number of Guarantor DRs to be issued by the Guarantor DR Depositary pursuant to the relevant Guarantor DR Facility to the relevant Bondholder or his/their nominee.

Guarantor DRs will be issued in book-entry form or in certificated form as provided in the relevant Guarantor DR Facility, and may bear such legends and be subject to such restrictions on transfer as the Guarantor shall determine to be necessary to comply with applicable laws and regulations.

A Bondholder exercising Conversion Rights and making a Guarantor DR Election must deliver at its expense to the specified office of any Conversion Agent all and any certificates and other documents as may be required pursuant to the relevant Guarantor DR Facility in respect of the deposit of the relevant Guarantor Shares pursuant to such Guarantor DR Facility.

The Guarantor will pay all expenses, charges and fees of the custodian for the Guarantor DR Depositary and of the Guarantor DR Depositary in connection with the deposit of the relevant Guarantor Shares and issue of the Guarantor DRs on conversion.

If a Guarantor Retroactive Adjustment (as defined in Condition 10.2) shall occur in relation to the exercise of Conversion Rights in relation to any Bond in respect of which a Guarantor DR Election shall have been duly made, the Guarantor shall, conditional upon the relevant adjustment becoming effective procure that there shall be issued to the relevant Bondholder (or in accordance with instructions contained in the Conversion Notice) such additional number Guarantor DRs (if any) (the “**Additional Guarantor DRs**”) as, together with the Guarantor DRs issued or to be issued on conversion of the relevant Bond is equal to the number of Guarantor DRs which would have been required to be issued on conversion of such Bond (together with any fraction of a Guarantor DR not so issued) if the relevant adjustment to the Guarantor Share

Entitlement had been made and become effective on and as of the relevant Conversion Date.

Guarantor DRs issued upon conversion of the Bonds will in all respects rank *pari passu* with all other Guarantor DRs under the relevant Guarantor DR Facility then in issue on the relevant Conversion Date, except that the Guarantor DRs or, as the case may be, the Additional Guarantor DRs so issued will not rank for any right where the record date or other due date for the establishment of entitlement in respect of the Guarantor Shares represented by such Guarantor DRs or, as the case may be, Additional Guarantor DRs falls prior to the relevant Conversion Date.

If the Guarantor determines that it would be contrary to applicable laws or regulations or would be contrary to the terms of the relevant Guarantor DR Facility (including any provisions thereof relating to the deposit of Guarantor Shares) to issue Guarantor Shares to be represented by Guarantor DRs upon conversion of Bonds in respect of which a Guarantor DR Election shall have been made, such Guarantor DR Election shall be ineffective and there shall be issued to such Bondholder (or as specified in the relevant Conversion Notice) Guarantor Shares as if such Guarantor DR Election had not been made.

The Guarantor is under no obligation to establish and/or maintain any depository facility or programme in respect of the Guarantor Shares or, if it does, to enable the Guarantor Shares to be eligible for deposit pursuant thereto. The Guarantor shall be entitled to impose such conditions and restrictions on the deposit of Guarantor Shares pursuant to any such facility or programme as it may determine, and may agree with the Trustee such changes to these Conditions as may be appropriate in respect of or relating to the deposit of Guarantor Shares pursuant to any such facility or programme.

6.3.28 Conversion following a Spin-Off

In the event of a Spin-Off (whether as a result of a court-sanctioned demerger, scheme of arrangement or otherwise) pursuant to which the Issuer's shareholders or as the case may be, the Guarantor's shareholders shall receive any Spin-Off Securities, the Issuer or, as the case may be, the Guarantor shall procure: (i) that any new company ("**NewCo**") created pursuant to such Spin-Off shall enter into a supplemental trust deed pursuant to which NewCo shall unconditionally and irrevocably guarantee the due payment of all sums expressed to be payable by the Issuer or, as the case may be, the Guarantor under the Trust Deed and the Bonds and (ii) that each Bondholder shall receive, on subsequent exercise of its Conversion Rights (pursuant to Condition 6), in addition to the Shares receivable pursuant to Condition 6.1.3, such number of Spin-Off Securities as such Bondholder would have been entitled to had it held such number of Shares received on exercise of such Conversion Rights as at the relevant date for such Spin-Off (pursuant to the relevant share entitlement ratio under the scheme of

arrangement or other court-sanctioned measure for such Spin-Off (the “**Share Entitlement Ratio**”)).

6.4 Undertakings

6.4.1 The Issuer has undertaken in the Trust Deed, *inter alia*, that so long as any Bond remains outstanding, save with the approval of an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders or with the approval of the Trustee where, in the opinion of the Trustee, it is not materially prejudicial to the interests of Bondholders to give such approval:

- (i) it will use its best endeavours (a) to maintain a listing for all the issued Issuer Shares on the BSE and the NSE (together, the “**Indian Exchanges**”), (b) to obtain and maintain a listing for all the Issuer Shares issued on the exercise of the Conversion Rights attaching to the Bonds on the Indian Exchanges, and (c) if the Issuer is unable to obtain or maintain such listings, or maintenance of such listings is unduly onerous, to obtain and maintain a listing for all of the issued Issuer Shares on an Alternative Stock Exchange as the Issuer may from time to time (with prior written notice to the Trustee) determine, and the Issuer will forthwith give notice to the Bondholders in accordance with Condition 17 and to the Trustee in writing of the listing or delisting of the Issuer Shares (as a class) by any of such stock exchanges;
- (ii) it will use its best endeavours to obtain and maintain a listing of the Bonds on the Singapore Exchange Securities Trading Limited (the “**Singapore Stock Exchange**”) and if the Issuer is unable to obtain or maintain such listing, or the maintenance of such listing is unduly onerous to obtain and maintain a listing for the Bonds on an Alternative Stock Exchange, and the Issuer will forthwith give notice to the Bondholders in accordance with Condition 17 and to the Trustee in writing of the listing or delisting of the Bonds by any such stock exchange;
- (iii) it will reserve, free from any other pre-emptive or other similar rights, out of its authorised but unissued ordinary share capital the full number of Issuer Shares liable to be issued on conversion of the Bonds without breaching any foreign ownership restrictions in India applicable to the Issuer Shares and will ensure that all Issuer Shares will be duly and validly issued as fully-paid;
- (iv) it will pay the expenses of the issue and delivery of, and all expenses of obtaining listing for, Issuer Shares arising on conversion of the Bonds;
- (v) it will not make any reduction of its ordinary share capital or any uncalled liability in respect thereof or of any share premium account or capital redemption reserve fund (except, in each case, as permitted by applicable law and results in (or would, but for the provision of these Conditions relating to rounding or the carry forward of adjustments, result in) an adjustment to the Conversion Price or is otherwise taken into account for the purposes of determining whether such an adjustment should be made);
- (vi) it will not make any offer, issue or distribute or take any action the effect of which would be to reduce the Conversion Price below the par value of the Issuer Shares, provided always that the Issuer shall not be prohibited from purchasing any Issuer Shares to the extent permitted by law; and

- (vii) it will not take any corporate or other action pursuant to Conditions 6.3.1 to 6.3.14 (both inclusive) or 6.7 that would cause the Conversion Price to be adjusted to a price which would render conversion of the Bonds into Issuer Shares at such adjusted Conversion Price to be in contravention of applicable law or subject to approval from the Reserve Bank of India (the “**RBI**”), the Ministry of Finance, Government of India and/or any other governmental/regulatory authority in India. The Issuer also covenants that prior to taking any action which would cause an adjustment to the Conversion Price, the Issuer shall provide the Trustee with an opinion of an independent legal counsel in India of international repute, approved by the Trustee in writing, upon which the Trustee may fully rely without any liability whatsoever, stating that the Conversion Price as proposed to be adjusted pursuant to such action, is in conformity with applicable law and that the conversion of the Bonds to the Issuer Shares at such adjusted Conversion Price would not require approval of the RBI, the Ministry of Finance, the Government of India and/or any other governmental/regulatory authority in India (the “**Price Adjustment Opinion**”). To the extent that an event triggering an adjustment to the Conversion Price occurs and the Issuer is unable to provide the Trustee with a Price Adjustment Opinion, the Issuer shall give notice to Bondholders (copying the Guarantor) of their Non-Permitted Conversion Price Adjustment Event Repurchase Right, as defined in and pursuant to Condition 8.7.

6.4.2 The Issuer has also given certain other undertakings in the Trust Deed for the protection of the Conversion Rights.

6.4.3 The Guarantor has undertaken in the Trust Deed, *inter alia*, that so long as any Bond remains outstanding, save with the approval of an Extraordinary Resolution of the Bondholders or with the approval of the Trustee where, in the opinion of the Trustee, it is not materially prejudicial to the interests of Bondholders to give such approval:

- (i) it will use its best endeavours (a) to maintain a listing for all the issued Guarantor Shares on the Indian Exchanges, (b) to obtain and maintain a listing for all the Guarantor Shares issued on the exercise of the Conversion Rights attaching to the Bonds on the Indian Exchanges, and (c) if the Guarantor is unable to obtain or maintain such listings, or maintenance of such listings is unduly onerous, to obtain and maintain a listing for all of the issued Guarantor Shares on an Alternative Stock Exchange as the Guarantor may from time to time (with prior written notice to the Trustee) determine, and the Guarantor will forthwith give notice to the Bondholders in accordance with Condition 17 and to the Trustee in writing of the listing or delisting of the Guarantor Shares (as a class) by any of such stock exchanges;
- (ii) it will reserve, free from any other pre-emptive or other similar rights, out of its authorised but unissued ordinary share capital the full number of Guarantor Shares liable to be issued on conversion of the Bonds without breaching any foreign ownership restrictions in India applicable to the Guarantor Shares and will ensure that all Guarantor Shares will be duly and validly issued as fully-paid;
- (iii) it will pay the expenses of the issue and delivery of, and all expenses of obtaining listing for, Guarantor Shares arising on conversion of the Bonds;

- (iv) it will not make any reduction of its ordinary share capital or any uncalled liability in respect thereof or of any share premium account or capital redemption reserve fund;
- (v) it will not take any corporate or other action that would lead to the occurrence of any event set out in Condition 6.3 (as if all references therein to “Issuer” and “Issuer Shares” were to “Guarantor” and “Guarantor Shares” respectively), including but not limited to:
 - (a) making a free distribution of Guarantor Shares;
 - (b) making a bonus issue of Guarantor Shares;
 - (c) dividing the outstanding Guarantor Shares;
 - (d) consolidating the outstanding Guarantor Shares;
 - (e) re-classifying any of the Guarantor Shares into other securities of the Guarantor;
 - (f) issuing Guarantor Shares as a dividend in Guarantor Shares or making a distribution of Guarantor Shares which is treated as a capitalisation issue for accounting purposes under Indian generally accepted accounting principles (including, but not limited to, capitalisation of capital reserves and employee stock bonus);
 - (g) declaring a dividend;
 - (h) paying or making to its shareholders any Capital Distribution (as defined in Condition 6.3.4);
 - (i) distributing to the holders of Guarantor Shares or capital stock of the Guarantor (other than Guarantor Shares), assets, evidence of its indebtedness or rights or warrants to subscribe for or purchase Guarantor Shares or securities;
 - (j) issuing any securities convertible into or exchangeable for Guarantor Shares (other than the Bonds (which term shall exclude any further Bonds issued pursuant to Condition 16)) or granting such rights in respect of any existing securities; and
 - (k) issuing any Guarantor Shares or other securities or options, rights or warrants for Guarantor Shares or other securities are issued, offered, allotted, appropriated, modified or granted to employees (including directors) or former employees of the Guarantor or persons related to such employees (including directors) or former employees, directly or indirectly, pursuant to an employee share or stock option scheme generally duly existing now or in the future or as required by law.

6.4.4 The Guarantor has also given certain other undertakings in the Trust Deed for the protection of the Conversion Rights.

The Shares issued upon conversion of the Bonds are expected to be listed on the NSE and the BSE and will be tradable on such stock exchange once listed thereon, which is expected to occur within 40 days after the relevant Conversion Date. The Issuer and the Guarantor will make due application in respect of such listing

within five days following the relevant Conversion Date. If there is any delay in obtaining the approval of the NSE and the BSE to list such Shares, they shall not be tradeable on the NSE and the BSE until the listing occurs.

6.5 Notice of Change in Conversion Price

- 6.5.1 The Issuer shall give notice in writing to the Trustee and the Conversion Agents and to the Bondholders in accordance with Condition 17 and, for so long as the Bonds are listed on the Singapore Stock Exchange and the rules of the Singapore Stock Exchange so require, the Issuer shall also give notice to the Singapore Stock Exchange, of any change in the Conversion Price as soon as practicable. Any such notice relating to a change in the Conversion Price shall set forth the event giving rise to the adjustment, the Conversion Price prior to such adjustment, the adjusted Conversion Price and the effective date of such adjustment.
- 6.5.2 The Guarantor shall give notice in writing to the Issuer, the Trustee and the Conversion Agents and to the Bondholders in accordance with Condition 17 and, for so long as the Bonds are listed on the Singapore Stock Exchange and the rules of the Singapore Stock Exchange so require, the Guarantor shall procure that the Issuer gives notice to the Singapore Stock Exchange, of any change in the Guarantor Share Entitlement as soon as practicable. Any such notice relating to a change in the Guarantor Share Entitlement shall set forth the event giving rise to the adjustment, the Guarantor Share Entitlement prior to such adjustment, the adjusted Guarantor Share Entitlement and the effective date of such adjustment.

6.6 Conversion upon Change of Control

- 6.6.1 If an Issuer Change of Control (as defined below in this Condition 6.6.1) shall have occurred, the Issuer shall give notice of that fact to the Trustee in writing and to the Bondholders (the “**Issuer Change of Control Notice**”) in accordance with Condition 17 within seven days after it becomes aware of such Issuer Change of Control. Following the giving of an Issuer Change of Control Notice, upon any exercise of Conversion Rights such that the relevant Conversion Date falls within 30 days following an Issuer Change of Control, or, if later, 30 days following the date on which the Issuer Change of Control Notice is given to Bondholders (such period, the “**Issuer Change of Control Conversion Period**”), the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = \frac{OCP}{1 + \left(cp \times \frac{C}{T} \right)}$$

where:

NCP and OCP have the meanings ascribed thereto in Condition 6.3.2. For the avoidance of doubt, OCP for the purposes of this Condition 6.6.1 shall be the Conversion Price applicable on the relevant Conversion Date in respect of any conversion pursuant to this Condition 6.6.1.

Conversion Premium (“CP”) = 20 per cent., expressed as a fraction.

- C = the number of days from and including the first day of the Issuer Change of Control Conversion Period to but excluding 25 May 2022.
- t = the number of days from and including 25 May 2016 to but excluding 25 May 2022,

provided that the Conversion Price shall not be reduced pursuant to this Condition 6.6.1 below the level permitted by (a) applicable Indian laws and regulations from time to time (if any) or (b) applicable Indian regulatory authorities.

If the last day of an Issuer Change of Control Conversion Period shall fall during a Closed Period, the Issuer Change of Control Conversion Period shall be extended such that its last day will be the fifteenth day following the last day of a Closed Period.

For the purposes of this Condition 6.6.1 and Condition 8.4:

“**control**” means (a) the acquisition or control of more than 50 per cent. of the Voting Rights of the issued share capital of the Issuer or (b) the right to appoint and/or remove all or the majority of the members of the Issuer’s Board of Directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise;

an “**Issuer Change of Control**” occurs when:

- (a) any person or persons (other than the Promoters or Promoter Group), acting together, acquires control, directly or indirectly, of the Issuer; or
- (b) the Issuer consolidates with or merges into or sells or transfers all or substantially all of the Issuer’s assets to any other person or persons, acting together;

a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include the Issuer’s Board of Directors or any other governing board and does not include the Issuer’s wholly-owned direct or indirect Subsidiaries; and

“**Voting Rights**” means the right generally to vote at a general meeting of shareholders of the Issuer (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency).

- 6.6.2 If a Guarantor Change of Control (as defined below in this Condition 6.6.2) shall have occurred, the Guarantor shall give notice of that fact to the Trustee in writing and to the Bondholders (the “**Guarantor Change of Control Notice**”) in accordance with Condition 17 within seven days after it becomes aware of such Guarantor Change of Control. Following the giving of a Guarantor Change of Control Notice, upon any exercise of Conversion Rights such that the relevant Conversion Date falls within 30 days following a Guarantor Change of Control,

or, if later, 30 days following the date on which the Guarantor Change of Control Notice is given to Bondholders (such period, the “**Guarantor Change of Control Conversion Period**”), the Guarantor Share Entitlement per U.S.\$1,000 of Bonds in respect of any Conversion Date falling within the relevant six-month period below shall be as set out in the table below:

Six Months Ending	Guarantor Share Entitlement per U.S.\$1,000 of Bonds
25 May 2017	853.8235
25 November 2017	841.5316
25 May 2018	829.4401
25 November 2018	817.1481
25 May 2019	805.0565
25 November 2019	792.7646
25 May 2020	780.6062
25 November 2020	768.3143
25 May 2021	756.2227
25 November 2021	743.9307
25 May 2022	731.8392

In the event there has been any reset of the Guarantor Share Entitlement pursuant to Condition 6.7, the relevant Guarantor Share Entitlement amount in the table above shall be further adjusted by multiplying such amount by the Conversion Price prior to such adjustment and dividing the same by the relevant adjusted Conversion Price as determined in accordance with Condition 6.7.

If the last day of a Guarantor Change of Control Conversion Period shall fall during a Closed Period, the Guarantor Change of Control Conversion Period shall be extended such that its last day will be the fifteenth day following the last day of a Closed Period.

For the purposes of this Condition 6.6.2 and Condition 8.4:

“**control**” means (a) the acquisition or control of more than 50 per cent. of the Voting Rights of the issued share capital of the Guarantor or (b) the right to appoint and/or remove all or the majority of the members of the Guarantor’s Board of Directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise;

an “**Guarantor Change of Control**” occurs when:

- (c) any person or persons (other than the Promoters or Promoter Group), acting together, acquires control, directly or indirectly, of the Guarantor; or
- (d) the Guarantor consolidates with or merges into or sells or transfers all or substantially all of the Guarantor’s assets to any other person or persons, acting together;

a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include the Guarantor’s Board of Directors or any other governing board and does not include the Guarantor’s wholly-owned direct or indirect Subsidiaries; and

“**Voting Rights**” means the right generally to vote at a general meeting of shareholders of the Guarantor (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency).

6.7 Conversion Price Reset

6.7.1 If the aggregate of (1) the arithmetic average of the Closing Price of the Issuer Shares (the “**First Issuer Reset Reference Price**”) during the period of 10 consecutive Trading Days immediately prior to 45 days before 25 November 2018 (the “**First Reset Date**”) and (2) the arithmetic average of the Closing Price of the Guarantor Shares (the “**First Guarantor Reset Reference Price**”) during the period of 10 consecutive Trading Days immediately prior to the First Reset Date is less than the Conversion Price in effect on the First Reset Date (taking into account any adjustments as described in Conditions 6.3 and 6.6 which may have occurred prior to the First Reset Date),

- (i) the Conversion Price shall be adjusted to be the higher of (A) the aggregate of the First Issuer Reset Reference Price and the First Guarantor Reset Reference Price; or (B) the First Floor Price (as defined below). This will become the adjusted Conversion Price with effect from the First Reset Date. The “**First Floor Price**” for the conversion of Bonds is Rs.84.43125 (being 90 per cent. of the Initial Conversion Price); and
- (ii) the Guarantor Share Entitlement shall be adjusted in accordance with the following formula:

$$\text{Adjusted Guarantor Share Entitlement} = \frac{OGSE \times OCP}{NCP}$$

where:

OGSE = the Guarantor Share Entitlement before such adjustment.

OCP = the Conversion Price before such adjustment.

NCP = the adjusted Conversion Price as determined in Condition 6.7.1(i) above.

6.7.2 If the aggregate of (1) the arithmetic average of the Closing Price of the Issuer Shares (the “**Second Issuer Reset Reference Price**”) during the period of 10 consecutive Trading Days immediately prior to 45 days before 25 November 2019 (the “**Second Reset Date**”) and (2) the arithmetic average of the Closing Price of the Guarantor Shares (the “**Second Guarantor Reset Reference Price**”) during the period of 10 consecutive Trading Days immediately prior to the Second Reset Date is less than the Conversion Price in effect on the Second Reset Date (taking into account any adjustments as described in Conditions 6.3 and 6.6 which may have occurred prior to the Second Reset Date),

- (i) the Conversion Price shall be adjusted to be the higher of (a) the aggregate of the Second Issuer Reset Reference Price and the Second Guarantor Reset Reference Price; or (b) the Second Floor Price (as defined below). This will become the adjusted Conversion Price with effect from the Second Reset Date. The “**Second Floor Price**” for the conversion of Bonds is Rs.75.05 (being 80 per cent. of the Initial Conversion Price); and
- (ii) the Guarantor Share Entitlement shall be adjusted in accordance with the following formula:

$$\text{Adjusted Guarantor Share Entitlement} = \frac{OGSE \times OCP}{NCP}$$

where:

OGSE = the Guarantor Share Entitlement before such adjustment.

OCP = the Conversion Price before such adjustment.

NCP = the adjusted Conversion Price as determined in Condition 6.7.2(i) above.

6.7.3 Each such adjusted Conversion Price shall be rounded downwards, if necessary, to the nearest Rupee provided that:

- (i) the adjustment events set out in Conditions 6.3 and 6.6 shall apply, *mutatis mutandis*, to adjustments hereunder to ensure that appropriate adjustments shall be made to the Conversion Price as so adjusted to reflect any events set out in Conditions 6.3 and 6.6;
- (ii) the Conversion Price shall not be reduced below the then par value (currently Re.1 per Issuer Share) of the Issuer Shares unless under applicable law then in effect the Bonds could be converted at such reduced Conversion Price into legally issued, fully paid and non- assessable Issuer Shares; and

- (iii) for the avoidance of doubt, any such adjustment to the Conversion Price shall only be a downward adjustment.

Any such adjustments shall become effective as of the relevant Reset Date and shall be notified by the Issuer to the Bondholders in accordance with Condition 17 and to the Trustee in writing at any time before the relevant Reset Date.

7 Payments

7.1 Principal and Interest

- 7.1.1 Payment of principal, premium and interest (including default interest (if any)) shall be made (subject to surrender of the relevant Certificates at the specified office of any Transfer Agent or of the Registrar if no further payment falls to be made in respect of the Bonds represented by such Certificates) in the manner provided in Condition 7.1.2.
- 7.1.2 Interest on the Bonds due on an Interest Payment Date will be paid on the due date for the payment of interest to the holder shown on the Register at the close of business on the seventh day before the due date for the payment of interest (the “**Interest Record Date**”). Payments of interest on each Bond will be made by transfer to the registered account of the Bondholder or by U.S. dollar cheque drawn on a bank in New York mailed to the registered address of the Bondholder if it does not have a registered account, in each case, in accordance with the terms of the Agency Agreement.
- 7.1.3 If the amount of principal being paid upon surrender of the relevant Certificate is less than the outstanding principal amount of such Certificate, the Registrar will annotate the Register with the amount of principal so paid and will (if so requested by the Issuer or a Bondholder) issue a new Certificate with a principal amount equal to the remaining unpaid outstanding principal amount. If the amount of interest being paid is less than the amount then due, the Registrar will annotate the Register with the amount of interest so paid.

7.2 Registered Accounts

For the purposes of this Condition 7, a Bondholder’s “**registered account**” means the U.S. dollar account maintained by or on behalf of it with a bank in New York City, details of which appear on the Register at the close of business on the second business day (as defined in Condition 7.6) before the due date for payment, and a Bondholder’s “**registered address**” means its address appearing on the Register at that time.

7.3 Applicable Laws

All payments are subject in all cases to (i) any applicable laws and regulations in the place of payment, but without prejudice to the provisions of Condition 9 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition

9 below) any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

7.4 Payment Initiation

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a business day, for value on the first following day which is a business day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the due date for payment (or, if it is not a business day, the immediately following business day) or, in the case of a payment of principal, if later, on the business day on which the relevant Certificate is surrendered at the specified office of an Agent.

7.5 Delay In Payment

Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a business day, if the Bondholder is late in surrendering its Certificate (if required to do so) or if a cheque mailed in accordance with this Condition arrives after the due date for payment.

7.6 Business Day

In this Condition 7, “**business day**” means a day other than a Saturday or Sunday on which commercial banks are open for business in London, Singapore, Mumbai, New York City and the city in which the specified office of the Principal Agent is located and, in the case of the surrender of a Certificate, in the place where the Certificate is surrendered.

8 Redemption, Purchase and Cancellation

8.1 Maturity

Unless previously redeemed, converted or purchased and cancelled as provided herein, the Issuer will redeem each Bond at 106.3324 per cent. of its principal amount on 25 May 2022 (the “**Maturity Date**”) together with accrued interest, if any, calculated in accordance with Condition 5.1. The Issuer may not redeem the Bonds at its option prior to that date except as provided in Condition 8.2 or Condition 8.3 below (but without prejudice to Condition 10).

8.2 Redemption at the Option of the Issuer

If at any time the aggregate principal amount of the Bonds outstanding is less than 20 per cent. of the aggregate principal amount originally issued (including any Bonds issued pursuant to Condition 16), the Issuer shall have the option to redeem such outstanding Bonds in whole but not in part at their Early Redemption Amount together with accrued and unpaid interest (calculated up to but excluding the date of redemption) to the date fixed for redemption. The Issuer will give at least 30 days’ but not more than 60 days’ prior notice to the Bondholders, the Trustee and the Principal Agent of such redemption (which notice shall be irrevocable).

RBI regulations at the time of redemption may require the Issuer to obtain the prior approval of the RBI before providing notice for or effecting such a redemption prior to the Maturity Date. Such approval may or may not be forthcoming.

In these Conditions, “**Early Redemption Amount**” of a Bond, for each U.S.\$1,000 principal amount of the Bonds, is determined so that it represents (i) in the case of a redemption on the Maturity Date, U.S.\$1,063.324 together with unpaid accrued interest from and including the immediately preceding Interest Payment Date to but excluding the date fixed for redemption, or (ii) in the case of a redemption of the Bonds pursuant to any of Conditions 8.2, 8.3, 8.4, 8.5 or 8.7, as the case may be, or if the Bonds become due and payable pursuant to Condition 10, the amount which is determined to be the amount which, together with unpaid accrued interest from and including the immediately preceding Interest Payment Date or, if none, the Closing Date to but excluding the date fixed for redemption, and after taking into account any interest paid in respect of such Bonds in preceding periods, represents for the Bondholder on the relevant date for determination of the Early Redemption Amount (the “**Determination Date**”) a gross yield of 5.70 per cent. per annum calculated on a semi-annual basis. The applicable Early Redemption Amount for each U.S.\$1,000 principal amount of Bonds is calculated by the Principal Agent in accordance with the following formula, rounded (if necessary) to two decimal places with 0.005 being rounded upwards (provided that if the date fixed for redemption is an Interest Payment Date (as set out below), such Early Redemption Amount shall be as set out in the table below in respect of such Interest Payment Date):

Early Redemption Amount = Previous Redemption Amount $\times (1 + r/2)d/p$ - AI.

Previous Redemption Amount = the Early Redemption Amount for each U.S.\$1,000 principal amount on the Interest Payment Date immediately preceding the date fixed for redemption as set out below (or if the Bonds are redeemed prior to 25 November 2016, U.S.\$1,000)

Interest Payment Date	Early Redemption Amount (U.S.\$)
25 November 2016	993.500
25 May 2017	986.815
25 November 2017	979.939
25 May 2018	972.867
25 November 2018	983.094

Interest Payment Date	Early Redemption Amount (U.S.\$)
25 May 2019	
.....	993.612
25 November 2019	
.....	1,004.430
25 May 2020	
.....	1,015.556
25 November 2020	
.....	1,027.000
25 May 2021	
.....	1,038.769
25 November 2021	
.....	1,050.874
25 May 2022	
.....	1,063.324

r = 5.700 per cent. expressed as a fraction.

d number of days from and including the immediately preceding Interest Payment Date (or if the Bonds are to be redeemed on or before 25 November 2016, from and including the Closing Date) to, but excluding, the date fixed for redemption, calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

p the number of days from and including the immediately preceding Interest Payment Date (or, if none, the Closing Date) to but excluding the next Interest Payment Date.

AI the accrued interest on a Bond determined in accordance with and pursuant to Condition 5.1 in the principal amount of U.S.\$1,000 from and including the immediately preceding Interest Payment Date (or if the Determination Date is before the first Interest Payment Date, from and including the Closing Date) to but excluding the Determination Date, calculated on the basis of a 360 day year consisting of 12 months of 30 days each and in the case of an incomplete month, the number of days elapsed.

If the Early Redemption Amount payable in respect of any Bond upon its redemption pursuant to any of Conditions 8.2, 8.3, 8.4, 8.5 or 8.7 or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Bonds shall be the Early Redemption Amount of such Bonds as described above, as though references to the Determination Date had been replaced by references to the Relevant Date (as defined in Condition 9.3), and interest shall accrue at the rate provided for in Condition 5.1 on the principal amount of such Bonds to the Relevant Date. The calculation of the Early Redemption Amount in accordance with this Condition 8.2 will continue to be made (as well after as before judgement) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be 106.3324 per cent. of the principal amount of the Bonds together with interest thereon (inclusive of interest payable pursuant to Condition 5.1) at the rate of 7.70 per cent. per annum from and including the Maturity Date to but excluding the Relevant Date.

Any calculation of the Early Redemption Amount pursuant to this Condition 8.2 shall, save in the case of manifest error, be final and binding upon all parties and the Bondholders

8.3 Redemption for Taxation Reasons

8.3.1 At any time the Issuer may, having given not less than 30 nor more than 60 days' notice to the Bondholders (which notice shall be irrevocable) redeem all, and not some only subject to Condition 8.3.3, of the Bonds at their Early Redemption Amount together with accrued and unpaid interest to the date fixed for redemption (the "**Tax Redemption Date**"), if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that the Issuer or, if the Guarantee were called, the Guarantor has or will become obliged to pay additional amounts as referred to in Condition 9 as a result of any change in, or amendment to, the laws or regulations of India or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 20 May 2016, and (ii) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Bonds or, as the case may be, the Guarantee then due. Prior to the publication of any notice of redemption pursuant to this Condition 8.3.1, the Issuer or, as the case may be, the Guarantor shall deliver to the Trustee (a) a certificate signed by two Directors of the Issuer or, as the case may be, the Guarantor stating that the obligation referred to in (i) above of this Condition 8.3.1 cannot be avoided by the Issuer or, as the case may be, the Guarantor (taking reasonable measures available to it) and (b) an opinion of independent legal or tax advisors of recognised international standing acceptable to the Trustee to the effect that such change or amendment has occurred (irrespective of whether such amendment or change is then effective), and the Trustee shall be entitled to accept such certificate

and opinion without further enquiry or liability to Bondholders or any other person as sufficient and conclusive evidence thereof, in which event the same shall be conclusive and binding on the Bondholders.

- 8.3.2 Upon the expiry of any such notice, the Issuer will be bound to redeem the Bonds at their Early Redemption Amount together with accrued and unpaid interest calculated up to but excluding the Tax Redemption Date, on such date.
- 8.3.3 If the Issuer gives a notice of redemption pursuant to this Condition 8.3, each Bondholder will have the right to elect that his Bond(s) shall not be redeemed and that the provisions of Condition 9 shall not apply in respect of any payment to be made in respect of such Bond(s) which falls due after the relevant Tax Redemption Date whereupon no additional amounts shall be payable in respect thereof pursuant to Condition 9 and payment of all amounts shall be made subject to the deduction or withholding of the taxation required to be withheld or deducted by the Government of India or any authority thereof or therein having power to tax. For the avoidance of doubt, any additional amounts which had been payable in respect of the Bonds as a result of the laws or regulations of the Government of India or any authority thereof or therein having power to tax prior to 20 May 2016 will continue to be payable to such Bondholders. To exercise such right, the holder of the relevant Bond must complete, sign and deposit at the specified office of any Paying Agent a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of any Paying Agent together with the Certificate evidencing the Bonds on or before the day falling 10 days prior to the Tax Redemption Date.

RBI regulations at the time of redemption may require the Issuer to obtain the prior approval of the RBI before providing notice for or effecting such a redemption prior to the Maturity Date. Such approval may or may not be forthcoming.

8.4 Redemption for Change of Control

- 8.4.1 Following the occurrence of an Issuer Change of Control or a Guarantor Change of Control and to the extent permitted by applicable law, the holder of each Bond will have the right at such holder's option to require the Issuer to redeem all but not some only of such holder's Bonds on the Change of Control Put Date at their Early Redemption Amount together with accrued and unpaid interest calculated up to but excluding the Change of Control Put Date on the Change of Control Put Date. To exercise such right, the holder of the relevant Bond must complete, sign and deposit at the specified office of any Paying Agent a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of any Paying Agent (a "**Change of Control Put Exercise Notice**") together with the Certificate evidencing the Bonds to be redeemed by not later than 30 days following an Issuer Change of Control or a Guarantor Change of Control, or, if later, 30 days following the date upon which notice thereof is given to Bondholders by the Issuer in accordance with Condition 17. The "**Change of Control Put Date**" shall be the fourteenth day after the expiry of such period of 30 days as referred to above.

- 8.4.2 A Change of Control Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds which form the subject of the Change of Control Put Exercise Notices delivered as aforesaid on the Change of Control Put Date.
- 8.4.3 Neither the Trustee nor any Agent shall be required to take any steps to ascertain whether an Issuer Change of Control or a Guarantor Change of Control or any event which could lead to the occurrence of an Issuer Change of Control or a Guarantor Change of Control has occurred and none of them will be responsible or liable to Bondholders or any other person for any loss arising from any failure by any of them to do so.
- 8.4.4 No later than seven days after becoming aware of an Issuer Change of Control or a Guarantor Change of Control, the Issuer or the Guarantor, as applicable, shall procure that notice regarding the Issuer Change of Control or the Guarantor Change of Control, as the case may be, shall be delivered to the Trustee in writing and to the Bondholders (in accordance with Condition 17) stating: (i) the Change of Control Put Date; (ii) the date of such Issuer Change of Control or Guarantor Change of Control and, briefly, the events causing such Issuer Change of Control or Guarantor Change of Control; (iii) the date by which the Change of Control Put Exercise Notice must be given; (iv) the redemption amount and the method by which such amount will be paid; (v) the names and addresses of all Paying Agents; (vi) briefly, the Conversion Right and the then current Conversion Price and Guarantor Share Entitlement; (vii) the procedures that Bondholders must follow and the requirements that Bondholders must satisfy in order to exercise their rights under this Condition 8.4 or Conversion Right; and (viii) that a Change of Control Put Exercise Notice, once validly given, may not be withdrawn.

RBI regulations at the time of redemption may require the Issuer to obtain the prior approval of the RBI before providing notice for or effecting such a redemption prior to the Maturity Date. Such approval may or may not be forthcoming.

8.5 Delisting Put Right

- 8.5.1 In the event any Shares cease to be listed or admitted to trading or suspended for a period exceeding 30 days on the BSE and NSE (a “**Delisting**”) each Bondholder shall have the right (the “**Delisting Put Right**”), at such Bondholder’s option, to require the Issuer to redeem all but not some only of such Bondholder’s Bonds on the twentieth business day after notice has been given to Bondholders regarding the Delisting referred to under Condition 8.5.2 below or, if such notice is not given, the twentieth business day after the Delisting (the “**Delisting Put Date**”) at their Early Redemption Amount together with accrued and unpaid interest (calculated up to but excluding the Delisting Put Date) (the “**Delisting Put Price**”) on the Delisting Put Date.
- 8.5.2 Promptly after becoming aware of a Delisting and in any event within seven days of a Delisting, the Issuer or the Guarantor, as applicable, shall procure that notice regarding the Delisting Put Right shall be given to the Trustee in writing and to the Bondholders (in accordance with Condition 17) stating:

- (i) the Delisting Put Date;
 - (ii) the date of such Delisting and, briefly, the events causing such Delisting;
 - (iii) the date by which the Purchase Notice (as defined below) must be given;
 - (iv) the Delisting Put Price and the method by which such amount will be paid;
 - (v) the names and addresses of all Paying Agents;
 - (vi) the Conversion Right and the then current Conversion Price and Guarantor Share Entitlement;
 - (vii) the procedures that Bondholders must follow and the requirements that Bondholders must satisfy in order to exercise the Delisting Put Right or Conversion Right; and
 - (viii) that a Purchase Notice, once validly given, may not be withdrawn.
- 8.5.3 To exercise its rights to require the Issuer to redeem or purchase (subject to applicable laws) its Bonds, the Bondholder must deliver a written irrevocable notice of the exercise of such right (a “**Purchase Notice**”), in the then current form obtainable from the specified office of any Paying Agent, to any Paying Agent together with the certificate evidencing the Bonds to be redeemed on any business day prior to the close of business at the location of such Paying Agent on such day and which day is not less than 10 business days prior to the Delisting Put Date.
- 8.5.4 A Purchase Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds which form the subject of the Purchase Notices delivered as aforesaid on the Delisting Put Date.
- 8.5.5 The Trustee and the Agents shall not be required to take any steps to ascertain whether a Delisting or any event which could lead to the occurrence of a Delisting has occurred and none of them will be responsible or liable to Bondholders or any other person for any loss arising from any failure by any of them to do so.
- 8.5.6 For the purposes of this Condition 8.5, “**business day**” shall mean a day on which commercial banks are open for business in New York, London and Mumbai.

RBI regulations at the time of redemption may require the Issuer to obtain the prior approval of the RBI before providing notice for or effecting such a redemption prior to the Maturity Date. Such approval may or may not be forthcoming.

8.6 Redemption Following Exercise of a Put Option

Upon the exercise of any put option specified in Condition 8.4 or Condition 8.5, payment of the applicable redemption amount (including accrued and unpaid interest) shall be conditional upon (i) the Issuer obtaining all approvals required by law and (ii) delivery of the Bondholder’s Certificate (together with any necessary endorsements) to any Paying Agent on any business day together with the delivery of any other document(s) required by these Conditions, and will be made promptly following the later of the date set for redemption and the time of delivery of such Certificate. If the relevant Paying Agent holds on the Put Date (as defined below in this Condition 8.6) money sufficient to pay the applicable redemption monies of Bonds (including accrued and unpaid interest)

for which notices have been delivered in accordance with the provisions of these Conditions upon exercise of such right, then, whether or not such Certificate is delivered to such Paying Agent, on and after such Put Date, (a) such Bond will cease to be outstanding; (b) such Bond will be deemed paid; and (c) all other rights of the Bondholder shall terminate (other than the right to receive the applicable redemption monies (including accrued and unpaid interest)). “**Put Date**” shall mean the Change of Control Put Date or the Delisting Put Date, as applicable.

8.7 Non-Permitted Conversion Price Adjustment Event Repurchase Right

To the extent permitted by applicable law, unless the Bonds have been previously redeemed, converted or purchased and cancelled, if the Issuer is unable to provide the Trustee with a Price Adjustment Opinion as set forth in Condition 6.4.1(vii) prior to the occurrence of an event triggering an adjustment to the Conversion Price (a “**Non-Permitted Conversion Price Adjustment Event**”), the Issuer shall, within 10 business days after the occurrence of the relevant event triggering such adjustment, notify the Bondholders in accordance with Condition 17 and the Trustee in writing of such Non-Permitted Conversion Price Adjustment Event, and each Bondholder shall have the right (the “**Non-Permitted Conversion Price Adjustment Event Repurchase Right**”), at such Bondholder’s option, to require the Issuer to repurchase all but not some only of such Bondholder’s Bonds at a price equal to their Early Redemption Amount together with accrued and unpaid interest calculated up to but excluding the Non-Permitted Conversion Price Adjustment Date (as defined hereinafter in this Condition 8.7) (the “**Non-Permitted Conversion Price Adjustment Event Repurchase Price**”), on the date set by the Issuer for such repurchase (the “**Non-Permitted Conversion Price Adjustment Date**”), which shall be not less than 30 days nor more than 60 days following the date on which the Issuer notifies the Bondholders of the Non-Permitted Conversion Price Adjustment Event.

RBI regulations at the time of repurchase may require the Issuer to obtain the prior approval of the RBI before providing notice for or effecting such a repurchase prior to the Maturity Date. Such approval may or may not be forthcoming.

8.8 Purchases

The Issuer, the Guarantor or any of their respective Subsidiaries may, if permitted under the laws of India, at any time and from time to time purchase Bonds at any price in the open market or otherwise. The Issuer, the Guarantor or the relevant Subsidiary is required to submit any Bonds so purchased to the Registrar for cancellation. If purchases are made by tender, the tender must be available to all Bondholders alike. Any Bonds so purchased, while held by or on behalf of the Issuer, the Guarantor or any of their respective Subsidiaries, shall not entitle the relevant Bondholder to vote at any meetings of the Bondholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Bondholders or for, among other things, the purposes of Conditions 10, 13 or 14(a).

8.9 Cancellation

All Bonds which are redeemed or converted or purchased by the Issuer, the Guarantor or any of their respective Subsidiaries will forthwith be cancelled. Certificates in respect of

all Bonds cancelled will be forwarded to or to the order of the Registrar and such Bonds may not be reissued or resold.

8.10 Redemption Notices

All notices to Bondholders given by or on behalf of the Issuer pursuant to this Condition 8 will be given in accordance with Condition 17, and shall specify the Conversion Price and the Guarantor Share Entitlement as at the date of the relevant notice, the Closing Price of the Issuer Shares and the Guarantor Shares as at the latest practicable date prior to the publication of the notice, the accrued interest (if any) to the date fixed for redemption, the date for redemption, the manner in which redemption will be effected and the aggregate principal amount of the Bonds outstanding as at the latest practicable date prior to the publication of the notice.

No notice of redemption given under Conditions 8.2 or 8.3 shall be effective if it specifies a date for redemption which falls during a Closed Period or within 15 days following the last day of a Closed Period.

8.11 Multiple Notices

If more than one notice of redemption (which shall include any notice given by the Issuer pursuant to Condition 8.2 or Condition 8.3 and any Change of Control Put Exercise Notice or Delisting Put Notice given by a Bondholder pursuant to Conditions 8.4 or 8.5) is given pursuant to this Condition 8, the first of such notices to be given shall prevail.

9 Taxation

9.1 Subject to Condition 9.2 below, all payments in respect of the Bonds by the Issuer or, as the case may be, the Guarantor will be made free from any restriction or condition and without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of India or any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is compelled by law.

9.2 Where such withholding or deduction is imposed or levied, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as will result in the receipt by the Bondholders of the amounts which would otherwise have been receivable in the absence of such withholding or deduction, except that no such additional amount shall be payable in respect of any Bond:

9.2.1 to a holder (or to a third party on behalf of a holder) who is subject to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of his having some connection with India otherwise than merely by holding the Bond or by the receipt of amounts in respect of the Bond; or

9.2.2 (in the case of a payment of principal) if the Certificate in respect of such Bond is surrendered more than 30 days after the Relevant Date except to the extent that the holder would have been entitled to such additional amount on surrendering the relevant Certificate for payment on the last day of such period of 30 days.

- 9.3 For the purposes hereof, “**Relevant Date**” means the date on which such payment first becomes due except that if the full amount payable has not been received by the Trustee or the Principal Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Bondholders in accordance with Condition 17 and cheques despatched or payment made.
- 9.4 References in these Conditions to principal and interest shall be deemed also to refer to any additional amounts which may be payable under this Condition 9 or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Trust Deed.

10 Events of Default

- 10.1 The Trustee at its discretion may, and if so requested in writing by the holders of not less than 25 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject to being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer and the Guarantor that the Bonds are, and they shall accordingly thereby become, immediately due and repayable at their Early Redemption Amount together with accrued and unpaid interest (calculated up to but excluding the date fixed for redemption), (subject as provided below and without prejudice to the right of Bondholders to exercise the Conversion Right in respect of their Bonds in accordance with Condition 6) if any of the following events (each an “**Event of Default**”) has occurred:
- 10.1.1 a default is made in the payment of any sum due in respect of the Bonds;
- 10.1.2 failure by the Issuer to deliver the Issuer Shares or the failure by the Guarantor to deliver the Guarantor Shares or the failure by any of them to procure delivery of any relevant Spin-Off Securities (if applicable) as and when such Issuer Shares or Guarantor Shares or Spin-Off Securities, as the case may be, are required to be delivered following conversion of a Bond;
- 10.1.3 the Issuer or, as the case may be, the Guarantor does not perform or comply with one or more of its other obligations in the Bonds or the Trust Deed (other than in respect of Condition 6.4.3(v)) which default is incapable of remedy or, if capable of remedy, is not remedied within 15 days after written notice of such default shall have been given to the Issuer and the Guarantor by the Trustee;
- 10.1.4 the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend, payment of all or substantially all of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all or substantially all of (or all of a particular type of) its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in

respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer, the Guarantor or any of their respective Subsidiaries;

- 10.1.5 (i) any other present or future indebtedness of the Issuer, the Guarantor or any of their respective Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Issuer, the Guarantor or any of their respective Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 10.1.5 have occurred equals or exceeds U.S.\$20 million or its equivalent (as determined on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which such indebtedness becomes due and payable or is not paid or any such amount becomes due and payable or is not paid under any such guarantee or indemnity);
- 10.1.6 a distress, attachment, execution or other legal process is levied, enforced or sued out on or against a material part of the property, assets or revenues of the Issuer, the Guarantor or any of their respective Subsidiaries and is not discharged or stayed within 30 days;
- 10.1.7 an order is made or an effective resolution passed for the winding-up or dissolution, judicial management or administration of the Issuer, the Guarantor or any of their respective Subsidiaries, or the Issuer, the Guarantor or any of their respective Subsidiaries ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Bondholders, or (ii) in the case of a Subsidiary, whereby the undertaking and assets of the Subsidiary are transferred to or otherwise vested in the Issuer, the Guarantor or another of their respective Subsidiaries;
- 10.1.8 an encumbrancer takes possession or an administrative or other receiver or an administrator is appointed in respect of the whole or a material part of the property, assets or revenues of the Issuer, the Guarantor or any of their respective Subsidiaries (as the case may be) and is not discharged within 30 days;
- 10.1.9 it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed;
- 10.1.10 the Guarantee is not (or is claimed in writing by the Guarantor not to be) in full force or effect;

- 10.1.11 any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer, the Guarantor or any of their respective Subsidiaries;
- 10.1.12 the Guarantor takes any corporate or other action in breach of Condition 6.4.3(v);
or
- 10.1.13 any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of Conditions 10.1.1 to 10.1.12 (both inclusive).
- 10.2 If the Bonds have become due and payable pursuant to Condition 10.1, then notwithstanding Condition 6.1 and receipt of any payment after the acceleration of the Bonds and provided that no Conversion Notice has been delivered pursuant to Condition 6.1.4, a Bondholder may exercise its Conversion Right in accordance with this Condition 10.2 by depositing a Conversion Notice (unless with respect to Condition 10.1.2 a Conversion Notice has already been deposited) with a Conversion Agent during the period from and including the date of a default notice with respect to an event specified in Condition 10.1 (at which time the Issuer will notify the Bondholders of the number of Issuer Shares and Guarantor Shares per Bond to be delivered upon conversion, assuming all the then outstanding Bonds are converted) to and including the 30th business day after such payment.

In the event of any default pursuant to Condition 10.1.12 and a Bondholder exercises its Conversion Right in accordance with this Condition 10.2, the number of Guarantor Shares to be delivered as determined pursuant to Condition 6.1.1 will be adjusted by a Guarantor Independent Financial Institution to take into account the impact of such action by the Guarantor on the market price of the Guarantor Shares (each a “Guarantor Retroactive Adjustment”). Upon any such adjustment by the Guarantor Independent Financial Institution, the Guarantor shall give notice in writing to the Trustee, the Conversion Agents and the Bondholders in accordance to Condition 17 of any such change in the Guarantor Share Entitlement as soon as practicable and such notice shall set forth the details specified in Condition 6.5.2.

If any converting Bondholder deposits a Conversion Notice pursuant to this Condition 10 on the business day prior to, or during, a Closed Period, the Bondholder’s Conversion Right shall continue until the business day following the last day of the Closed Period, which shall be deemed the Conversion Date (notwithstanding that such a date may fall outside the Conversion Period), for the purposes of such Bondholder’s exercise of its Conversion Right pursuant to this Condition 10.2.

If the Conversion Right attached to any Bond is exercised pursuant to this Condition 10.2 or if an Event of Default has occurred pursuant to Condition 10.1.2, the Issuer shall at the option of the converting Bondholder (notice of exercise of such option to be delivered to any Conversion Agent in writing) in lieu of delivery of the relevant Shares pay to such Bondholder an amount in U.S. dollars (converted from Rupees at the Prevailing Rate) (the “**Default Cure Amount**”), equal to the product of (x) (i) the number of Issuer Shares and Guarantor Shares that are required to be delivered by the Issuer and the Guarantor,

respectively, to satisfy the Conversion Right in relation to such converting Bondholder minus (ii) the number of Issuer Shares and Guarantor Shares that are actually delivered by the Issuer and the Guarantor, respectively, pursuant to such Bondholders' Conversion Notice and (y) (i) in the case of Issuer Shares, the Closing Price of the Issuer Shares on the Conversion Date and (ii) in the case of Guarantor Shares, the Closing Price of the Guarantor Shares on the Conversion Date; provided that if such Bondholder has received any payment under the Bonds pursuant to this Condition 10, the amount of such payment shall be deducted from the Default Cure Amount. Payment of the Default Cure Amount (as defined in Condition 7.6) shall be paid by the Issuer to the converting Bondholder on the third business day following the date on which notice of exercise of the option to receive the Default Cure Amount is delivered.

RBI regulations at the time of redemption may require the Issuer to obtain the prior approval of the RBI before providing notice for or effecting such a redemption prior to the Maturity Date, and such approval may or may not be forthcoming.

11 Consolidation, Amalgamation or Merger

Each of the Issuer and the Guarantor will not consolidate with, merge or amalgamate into or transfer all or substantially all of its assets to any corporation or convey or transfer its all or substantially all of its properties and assets to any person (the consummation of any such event, a “**Merger**”), unless:

- (i) the Issuer or, as the case may be, the Guarantor shall be solvent immediately prior thereto;
- (ii) prior thereto the Issuer or, as the case may be, the Guarantor shall have notified the Trustee in writing and the Bondholders in accordance with Condition 17 of such event;
- (iii) the corporation formed by such Merger or the person that acquired such properties and assets shall, upon consummation of the Merger, be solvent and shall expressly assume, by a supplemental trust deed, all obligations of the Issuer or, as the case may be, the Guarantor under the Trust Deed, the Agency Agreement and the Bonds and the performance of every covenant and agreement applicable to it contained therein and shall ensure that the holder of each Bond then outstanding will have the right (during the period when such Bond shall be convertible) to convert such Bond into the class and amount of shares, cash and other securities and property receivable upon such consolidation, amalgamation, merger, sale or transfer by a holder of the number of Issuer Shares or Guarantor Shares, as the case may be, which would have become liable to be issued upon conversion of such Bond immediately prior to such consolidation, amalgamation, merger, sale or transfer;
- (iv) immediately after giving effect to any such Merger, no Event of Default shall have occurred or be continuing or would result therefrom; and
- (v) the corporation formed by such Merger, or the person that acquired such properties and assets, shall expressly agree, among other things, to indemnify each holder of a Bond against any tax, assessment or governmental charge payable by withholding or deduction thereafter imposed on such holder solely as a consequence of such Merger with respect to the payment of principal and interest on the Bonds.

Such supplemental trust deed shall provide for adjustments which will be as nearly equivalent as may be practicable to the adjustments provided for in the foregoing provisions of Condition

6, except that if the Issuer or, as the case may be, the Guarantor is the surviving entity, no supplemental trust deed will need to be executed. The Trustee shall be entitled to require from the Issuer or, as the case may be, the Guarantor such opinions, consents, documents and other matters at the expense of the Issuer or, as the case may be, the Guarantor in connection with the foregoing as it may consider appropriate and may rely on such opinions, consents and documents without liability to any person.

The Trustee shall be entitled to rely conclusively on any certification of solvency signed by a Director of the Issuer or, as the case may be, the Guarantor or a director of the corporation formed by such consolidation, amalgamation, merger or the entity or person which acquired such properties or assets (as applicable), without any further investigation and without regard to the financial condition, profits or prospects of the Issuer or, as the case may be, the Guarantor or such entity or person (as applicable), and it shall not be responsible or liable to the Bondholders or any other person for so doing.

The above provisions of this Condition 11 will apply in the same way to any subsequent consolidations, amalgamations, mergers, sales or transfers.

12 Prescription

Claims in respect of amounts due in respect of the Bonds will become prescribed unless made within 10 years (in the case of principal) and five years (in the case of interest) from the relevant date for payment. Neither the Trustee nor the Agents will be responsible or liable for any amounts so prescribed.

13 Enforcement

At any time after the Bonds have become due and repayable, the Trustee may, at its discretion and without further notice, take such proceedings against the Issuer or the Guarantor as it may think fit to enforce repayment of the Bonds and to enforce the provisions of the Trust Deed and/or the Guarantee, but it will not be bound to take any such proceedings unless (i) it shall have been so requested in writing by the holders of not less than 25 per cent. in principal amount of the Bonds then outstanding or shall have been so directed by an Extraordinary Resolution of the Bondholders and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder will be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing and no direction inconsistent with such written request or Extraordinary Resolution has been given to the Trustee.

14 Meetings of Bondholders, Modification, Waiver and Substitution

14.1 Meetings

The Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Bonds or the provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Trustee if requested in writing to do so by Bondholders holding not less than 10 per cent, in principal amount of the Bonds for the time being outstanding and

subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing in the aggregate over 50 per cent. in principal amount of the Bonds for the time being outstanding or, at any adjourned such meeting, two or more persons being or representing Bondholders whatever the principal amount of the Bonds so held or represented unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to modify the due date for any payment in respect of the Bonds, (ii) to reduce or cancel the amount of principal or interest (including default interest) payable in respect of the Bonds (including the method of calculation thereof), (iii) to change the currency of payment of the Bonds, (iv) to modify or cancel the Conversion Rights or the put options specified in Condition 8, (v) to modify or cancel the Guarantee or (vi) to modify the provisions concerning the quorum required at any meeting of the Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 75 per cent., or at any adjourned such meeting not less than 25 per cent., in principal amount of the Bonds for the time being outstanding. An Extraordinary Resolution passed at any meeting of Bondholders will be binding on all Bondholders, whether or not they are present at the meeting. The Trust Deed provides that a written resolution signed by or on behalf of the holders of not less than 90 per cent. of the aggregate principal amount of Bonds outstanding shall be as valid and effective as a duly passed Extraordinary Resolution.

14.2 Modification and Waiver

The Trustee may (but shall not be obliged to) agree, without the consent of the Bondholders, to (i) any modification (except as mentioned in Condition 14.1 above) to, or the waiver or authorisation of any breach or proposed breach of, the Bonds, the Agency Agreement or the Trust Deed which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Bondholders or (ii) any modification to the Bonds or the Trust Deed which, in the Trustee's opinion, is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of law. Any such modification, waiver or authorisation will be binding on the Bondholders and, unless the Trustee agrees otherwise, any such modification, waiver or authorisation will be notified by the Issuer to the Bondholders as soon as practicable thereafter. The Trustee's agreement may be subject to any condition that the Trustee requires, including but not limited to obtaining, at the expense of the Issuer and/or the Guarantor, opinion(s) of any investment bank or legal or other expert and being indemnified and/or secured and/or prefunded to its satisfaction.

14.3 Substitution

The Trust Deed contains provisions permitting the Trustee to agree, but it shall not be obliged to so agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, and subject to the prior consent of the Bondholders, to (a) the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Bonds and (b) the substitution of any other company in place of the Guarantor, or of any

previous substituted company, as the guarantor under the Trust Deed and the Bonds. In such event, the Issuer shall give notice to Bondholders in accordance with Condition 17.

14.4 Interests of Bondholders

In connection with the exercise of its functions, rights, powers and discretions (including but not limited to those in relation to any proposed modification, authorisation, waiver or substitution) under or in connection with the Bonds, the Agency Agreement or the Trust Deed, the Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer, the Guarantor or the Trustee, any indemnification or payment in respect of any tax consequences of any such exercise upon individual Bondholders except to the extent provided for in Condition 9 and/or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

14.5 Certificates/Reports

Any certificate or report of any expert or other person called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of these Conditions or the Trust Deed may be relied upon by the Trustee as sufficient evidence of the facts therein (and shall be conclusive and binding on all parties) notwithstanding that such certificate or report and/or any engagement letter or other document entered into by the Trustee and/or the Issuer and/or the Guarantor and/or any other person in connection therewith contains a monetary or other limit on the liability of the relevant expert or person in respect thereof. The Trustee shall not be responsible to Bondholders or any other person for any loss occasioned by acting on or refraining from acting in reliance on such certificate or report.

15 Replacement of Certificates

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Registrar or any other Agent upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity and/or security as the Issuer and/or such Agent may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

16 Further Issues

The Issuer may from time to time without the consent of the Bondholders create and issue further securities either having the same terms and conditions as the Bonds in all respects and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Bonds) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Bonds include (unless the context requires otherwise) any other securities issued pursuant to this Condition 16 and forming a single series with the Bonds. Any further securities forming a single series with the Bonds constituted by the Trust Deed or any deed supplemental to it shall be constituted by a deed supplemental to the Trust Deed.

17 Notices

All notices to Bondholders shall be validly given if mailed to them at the Issuer's expense at their respective addresses in the register of Bondholders maintained by the Registrar and published in a leading newspaper at the Issuer's expense having general circulation in (i) Asia (which is expected to be the *Asian Wall Street Journal* and (ii) Europe (which is expected to be the *Financial Times*). Any such notice shall be deemed to have been given on the later of the date of the last publication and the seventh day after being so mailed.

So long as the Bonds are represented by the Global Certificate and the Global Certificate is held on behalf of Euroclear Bank SA/NV or Clearstream Banking S.A. or the Alternative Clearing System (as defined in the form of the Global Certificate), notices to Bondholders shall be given by delivery of the relevant notice to Euroclear Bank SA/NV or Clearstream Banking S.A. or the Alternative Clearing System, for communication by it to entitled accountholders in substitution for notification as required by the Conditions.

18 Agents

The names of the initial Agents and their specified offices are set out below. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of the Registrar and any other Agent and to appoint additional replacement and/or other Agents. The Issuer and the Guarantor will at all times maintain (i) a Principal Agent, (ii) a Registrar outside the United Kingdom and (iii) an Agent having a specified office in Singapore where the Bonds may be presented or surrendered for payment or redemption, so long as the Bonds are listed on the Singapore Stock Exchange and the rules of that exchange so require (and such agent in Singapore shall be a Paying Agent, Transfer Agent and Conversion Agent and shall be referred to in these Conditions as the “**Singapore Agent**”). Notice of any such termination or appointment, of any changes in the specified offices of any Agent and of any change in the identity of the Registrar or the Principal Agent will be given promptly by the Issuer to the Bondholders in accordance with Condition 17 and in any event not less than 30 days' notice will be given.

Principal Agent

The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
United Kingdom

Registrar and Transfer Agent

The Bank of New York Mellon SA/NV, Luxembourg Branch
Vertigo Building-Polaris
2-4, rue Eugène Ruppert
L-2453 Luxembourg

In addition, in the event that the Global Certificate is exchanged for definitive Certificates, announcement of such exchange shall be made through the Singapore Stock Exchange and such

announcement will include all material information with respect to the delivery of the definitive Certificates, including details of the Singapore Agent.

19 Indemnification

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking proceedings to enforce repayment unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or the Guarantor and any entity related to the Issuer or the Guarantor and the Trustee shall be entitled to retain and shall not in any way be liable to account to the Issuer, the Guarantor, the Bondholders or any other person for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

Each Bondholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer or the Guarantor, and the Trustee shall not at any time have any responsibility for the same and each Bondholder shall not rely on the Trustee in respect thereof.

Whenever the Trustee is required or entitled by the terms of the Trust Deed, the Agency Agreement or these Conditions to exercise any discretion or power, take any action, make any decision or give any direction, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision or giving any such direction, to seek directions from the Bondholders by way of Extraordinary Resolution, and the Trustee shall not be responsible for any loss or liability incurred by the Issuer, the Guarantor, the Bondholders or any other person as a result of any delay in it exercising such discretion or power, taking such action, making such decision or giving such direction as a result of seeking such direction from the Bondholders or in the event that no direction is given to the Trustee by the Bondholders.

20 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

21 Governing Law

The Bonds, the Trust Deed and the Agency Agreement and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of England. In relation to any legal action or proceedings arising out of or in connection with the Trust Deed, the Guarantee or the Bonds, each of the Issuer and the Guarantor has in the Trust Deed irrevocably submitted to the courts of England and in relation thereto has appointed Hackwood Secretaries Limited, now at One Silk Street, London, EC2Y 8HQ, as its agent for service of process in England. Nothing shall affect the right to serve process in any other manner permitted by law.