Suzlon Energy Ltd.
One Earth, Hadapsar, Pune - 411 028, India

SUZLON
POWERING A GREENER TOMORROW

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9th July 2014

The National Stock Exchange of India Limited
"Exchange Plaza"
Bandra-Kurla Complex, Bandra (East),
Mumbai-400051.

BSE Limited,
P.J. Towers,
Dalal Street,
Mumbai-400001.

Sub.: USD 200 million zero coupon convertible bonds due October 2012 (the "0% October 2012 Bonds"), the USD 20.8 million 7.5% convertible bonds due October 2012 (the "7.5% October 2012 Bonds"), the USD 90 million zero coupon convertible bonds due July 2014 (the "0% July 2014 Bonds") and the USD 175 million 5% convertible bonds due April 2016 (the "5% April 2016 Bonds", and together with the 0% October 2012 Bonds, 7.5% October 2012 Bonds and the 0% July 2014 Bonds, the "Existing Bonds") issued by Suzlon Energy Limited (the "Company").

This is further to our letters dated 3rd May 2014 and 17th June 2014. The meetings of the holders of the respective series of Existing Bonds were held on 9th July 2014. Pursuant to the consent solicitation by the Company in relation to the Existing Bonds and the consent solicitation memorandum and information memorandum each dated 17th June 2014, the Company has announced to the holders of the Existing Bonds that the proposed restructuring of the Existing Bonds, including the terms and conditions of the new foreign currency convertible bonds (the "**Restructured Bonds**") has been approved by the holders of the Existing Bonds in their respective meetings.

The Company has also received the approval of the Corporate Debt Restructuring Empowered Group for the restructuring proposal and the approval of the Reserve Bank of India, subject to specified conditions.

The issue size of the Restructured Bonds will be USD 546,916,000. Subject to the satisfaction of certain conditions precedent, the Restructured Bonds are expected to be issued on 15th July2014 (the "**Settlement Date**") and will accordingly mature on 16th July 2019. The 0% October 2012 Bonds, the 7.5% October 2012 Bonds and the 0% July 2014 Bonds will cease to exist in full on the Settlement Date.

Pursuant to the proposed restructuring, USD 146,200,000 of the principal amount of the 5% April 2016 Bonds will also be substituted by Restructured Bonds on the Settlement Date and USD 28,800,000 of the principal amount of the 5% April 2016 Bonds will remain outstanding following such substitution.

A copy of the press release in the subject matter along with the pricing announcement containing details, and annexing the terms and conditions, of the Restructured Bonds is enclosed herewith.

This is for your information as also for the information of your members and the public at large.

Thanking you,

Yours faithfully,
For Suzlon Energy Limited

G. S. Vaidya

Authorised Signatory.

Enclosed: As above

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Suzlon Bondholders across all four series approve FCCB restructuring proposal

- **Issue of new Foreign Currency Convertible Bonds (FCCBs)**: USD 546.916 million maturing on 16th July, 2019
- **Conversion Price:** Rs. 15.46/share
- **Coupon Rate:** 3.25% for first 18 months, 5.75% for balance 42 months
- **Yield:** ~5% *(0% redemption premium on maturity)*
- **Effect of the Substitution:** 100% of the 0% October 2012 Bonds, 7.5% October 2012 Bonds and the 0% July 2014 Bonds and approximately 83% of the 5% April 2016 Bonds will be substituted with new FCCBs due 2019; while approximately USD 28.8 million of the 5% April 2016 Bonds will remain outstanding

Pune 9th July 2014: Suzlon Group, the world's fifth largest* wind turbine maker, today announced that the holders of each series of its Existing Bonds (due in October 2012, July 2014 and April 2016) have approved the proposed restructuring of the Existing Bonds including the terms and conditions of the new foreign currency convertible bonds. The company had earlier announced receipt of approval from the Corporate Debt Restructuring Empowered Group and the Reserve Bank of India for the restructuring.

Pursuant to the approvals received, 100% of 0% October 2012 bonds, the 7.5% October 2012 bonds and 0% July 2014 bonds will cease to exist and will be substituted by the new FCCBs on 15th July 2014 (the "**Settlement Date**"), subject to the satisfaction of certain conditions precedent.

In respect of the USD 175 million 5% April 2016 series, only approximately USD 28.8 million in principal value will remain outstanding; the remaining holders of the 5% April 2016 series have opted to substitute their existing bonds with the new foreign currency convertible bonds, which substitution will also be completed on the Settlement Date, , subject to the satisfaction of certain conditions precedent.

Speaking on the occasion the **Chairman Mr. Tanti said** "The bondholders, by approving the restructuring have reposed confidence in Suzlon and paved the path for growth. We recently embarked on a high growth trajectory by reclaiming our number one spot in domestic markets. With optimism in the global economy coupled with the company's strategic developments, we are confident of maintaining sustainable growth in the next three years. "

Speaking on the development, **Mr. Kirti Vagadia,** Group Head – Corporate Finance– **Suzlon Group** said: "with this, Suzlon now successfully completes its last leg of comprehensive liability management program that we initiated in 2012. In the circumstances, the agreed bond restructuring package is an optimum solution for all our stake-holders. The Suzlon Group remains thankful to the secured lenders and bondholders for their patience and constructive approach for this arrangement."

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About Suzlon Group:

The Suzlon Group is ranked as the world's fifth largest* wind turbine supplier, in terms of cumulative installed capacity and market share, at the end of 2013. The company's global spread extends across Asia, Australia, Europe, Africa and North and South America with over 24000 MW (@24 GW)of wind energy capacity installed, operations across over 30 countries and a workforce of over 10,000. The Group offers one of the most comprehensive product portfolios – ranging from sub-megawatt onshore turbines at 600 Kilowatts (KW), to the world's largest commercially-available offshore turbine at 6.15 MW – with a vertically integrated, low-cost, manufacturing base. The Group – headquartered at Suzlon One Earth in Pune, India – comprises Suzlon Energy Limited and its subsidiaries, including Senvion SE. Visit us at www.suzlon.com

Source: *MAKE Report: Global Wind Turbine OEM 2013 Market Share.

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Notes to Editors:
FCCBs: USD 200 million zero coupon convertible bonds due October 2012 (the "0% October 2012 Bonds"), the USD 20.8 million 7.5% convertible bonds due October 2012 (the "7.5% October 2012 Bonds"), the USD 90 million zero coupon convertible bonds due July 2014 (the "0% July 2014 Bonds") and the USD 175 million 5% convertible bonds due April 2016 (the "5% April 2016 Bonds", and together with the 0% October 2012 Bonds, 7.5% October 2012 Bonds and the 0% July 2014 Bonds, the "Existing Bonds")

Pricing Announcement dated 9 July 2014

Suzlon Energy Limited (the "Issuer")

Issue of U.S.$546,916,000 Step-up Convertible Bonds due 2019 (the "**Bonds**")

This document constitutes the Pricing Announcement described in the Consent Solicitation Memorandum dated 17 June 2014 (the "**Consent Solicitation Memorandum**").

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Information Memorandum dated 17 June 2014 (the "**Information Memorandum**"), unless specified otherwise.

This Pricing Announcement sets out certain key information in relation to the Bonds and annexes the final complete Terms and Conditions of the Bonds and supplements, and must be read in conjunction with, the Consent Solicitation Memorandum and the Information Memorandum. Full information on the Issuer and the Bonds is only available on the basis of the combination of the Consent Solicitation Memorandum, the Information Memorandum and this Pricing Announcement.

Further to the Extraordinary Resolutions being approved by the Bondholders at each of the Bondholder Meetings, set out below is the pricing information in relation to the Bonds.

The Terms and Conditions of the Bonds are set out in Annex A hereto.

(A) Issue size

The issue size of the New Bonds is U.S.$546,916,000.

(B) Issue date

15 July 2014

(C) Maturity Date

16 July 2019

(D) Interest Payment Dates

16 July and 16 January in each year

(E) Conversion Period

25 August 2014 to 9 July 2019

(F) Early Redemption Amount

Interest Payment Date	**Early Redemption Amount**
	U.S.$
16 January 2015	1,008.50
16 July 2015	1,017.16
16 January 2016	1,026.03
16 July 2016	1,022.63

Interest Payment Date	Early Redemption Amount
	U.S.$
16 January 2017	1,019.13
16 July 2017	1,015.56
16 January 2018	1,011.89
16 July 2018	1,008.13
16 January 2019	1,004.29

(G) Substitution amount in respect of each U.S.$1,000

Set out below is the amount being substituted in respect of each U.S.$1,000 of the Issuer's existing bonds (being the Accreted Amount (as defined in the Consent Solicitation Memorandum) plus accrued but unpaid interest and default interest in respect of each U.S.$1,000 as at 15 July 2014).

	Accreted Amount plus accrued but unpaid interest and default interest in respect of each U.S.$1,000 as at 15 July 2014
Zero Coupon October 2012 Bonds	U.S.$1,680.42
Interest Bearing October 2012 Bonds	U.S.$2,295.21
2014 Bonds	U.S.$1,339.79
2016 Bonds[1]	U.S.$1,173.93

Notes:

1. In relation to Bondholders that participate in the Voluntary Substitution.

The ratio for the Interest Substitution (as defined in the Consent Solicitation Memorandum) for 2016 Bondholders that do not participate in the Voluntary Substitution shall be U.S.$107.776 in respect of each U.S.$1,000 as at 15 July 2014.

If the aggregate principal amount of the Bonds mathematically derived for allocation to a Bondholder is an amount which is not a multiple of U.S.$1,000, such Bondholder will receive Bonds rounded down to the nearest U.S.$1,000. The Issuer will not pay any cash or other compensation for any existing bonds which are so rounded down. Bondholders whose Bonds are required to be rounded down will suffer a loss of not more than U.S.$999 per Electronic Instruction due to such rounding down.

(H) ISINs and Common Codes

Common Code for the New Bonds represented by the Restricted Global Certificate	108133287
ISIN for the New Bonds represented by the Restricted Global Certificate	XS1081332873

Common Code for the New Bonds represented by the Unrestricted Global Certificate	108133252
ISIN for the New Bonds represented by the Unrestricted Global Certificate	XS1081332527

ANNEX A

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 which will (subject to completion) appear on the reverse of each of the definitive certificates evidencing the Bonds.

The issue of U.S.$546,916,000 Step Up Convertible Bonds due 2019 (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 with the Bonds) of Suzlon Energy Limited (the "**Issuer**"), was authorised by resolutions of the Board of Directors of the Issuer on 3 May 2014 and by the shareholders of the Issuer on 20 September 2013. The Bonds are constituted by a trust deed (as amended or supplemented from time to time) (the "**Trust Deed**") dated on or about 15 July 2014 and made between the Issuer 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 has entered into a paying, conversion and transfer agency agreement (as amended or supplemented from time to time, (the "**Agency Agreement**") dated on or about 15 July 2014 with The Bank of New York Mellon, London Branch as principal paying and conversion agent (the "**Principal Agent**"), The Bank of New York Mellon (Luxembourg) S.A. as registrar (the "**Registrar**") and transfer agent and the other paying, conversion and transfer agents appointed under it (each a "**Paying Agent**", "**Conversion Agent**", "**Transfer Agent**" (references to which shall include the Registrar) and together with the Registrar 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**", "**Registrar**" and "**Agents**" below are references to the principal agent, registrar and 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 during normal business hours at the registered office of the Trustee being at the date hereof at One Canada Square, 40th Floor, London, E14 5AL, United Kingdom and at the specified offices of each of the Agents. 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 the Agency Agreement applicable to them.

1 Status

The Bonds constitute direct, unsubordinated, unconditional and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the Bonds 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.$1,000 each and integral multiples 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 (as defined in Condition 3.1) of Bondholders which the Issuer will procure to be kept by the Registrar.

Upon issue, the Bonds will be represented by Global Certificates deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear Bank S.A./N.V. and Clearstream

Banking, société anonyme. The Conditions are modified by certain provisions contained in the Global Certificates. Except in the limited circumstances described in the Global Certificates, owners of interests in Bonds represented by the Global Certificates 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 of Bondholders as described in Condition 3. The holder of any Bond will (except 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 to be kept at the specified office of the Registrar and in accordance with the terms of the Agency Agreement a register on which shall be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers of the Bonds (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 a Global Certificates 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 or exchange 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 other relevant 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 other relevant 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 (but free of charge to the holder) to the address specified in the form of transfer. The form of transfer is available at the specified office of the Principal Agent.

Except in the limited circumstances described in the Global Certificates, 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 or redeemed, a new Certificate in respect of the Bonds not so transferred, exchanged, converted or redeemed

will, within seven business days of delivery of the original Certificate to the Registrar or other relevant Agent, be made available for collection at the specified office of the Registrar or such other relevant 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 or redeemed (but free of charge to the holder) to the address of such holder appearing on the Register.

3.3.3 For the purposes of these Conditions (except for Condition 4.3, Condition 7, Condition 8.5 and Condition 8.7), "**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 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 principal on the Bonds; (ii) after a Conversion Notice (as defined in Condition 6.2) has been delivered with respect to a Bond; (iii) after a Relevant Event Put Exercise Notice (as defined in Condition 8.4) has been deposited in respect of such a Bond; (iv) after a Delisting Put Notice (as defined in Condition 8.5) has been deposited in respect of such a Bond; (v) after the Non-Permitted Conversion Price Adjustment Event Purchase Right (as defined in Condition 8.7) has been exercised in respect of such Bonds; or (vi) during the period of seven days ending on (and including) any record date in respect of any 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. A copy of the current regulations will be mailed (free of charge to the holder and at the Issuer's expense) by the Registrar to any Bondholder upon request.

4 Negative Pledge and Security

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

(i) the Issuer will not 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;

(ii) the Issuer will procure that no Subsidiary (as defined below) 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 or any

Subsidiary's International Investment Securities, or to secure any guarantee of or indemnity in respect of any of the Issuer's or any Subsidiary's International Investment Securities; and

(iii) the Issuer will procure that no other person gives any guarantee of, or indemnity in respect of, any of the Issuer's or any Subsidiary's International Investment Securities,

unless, at the same time or prior thereto, the Issuer'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 however that, the following Security shall be excluded from the terms of this Condition 4.1:

(i) the Second Lien (as defined below);

(ii) the Issuer or any Subsidiary may create or permit to subsist Security upon the whole or any part of its undertaking, assets or revenues, present or future to secure a guarantee or indemnity or credit enhancement provided by a non-Group (as defined in the Trust Deed) third party in respect of International Investment Securities issued by the Issuer or any Subsidiary for the purpose of using the proceeds from any such issuance in the following order:

(a) **first,** in or towards the repayment or prepayment of any of its existing senior debt or debt with an original maturity prior to the Maturity Date (as defined in Condition 8.1) with a new maturity beyond the Maturity Date provided that such repayment or prepayment is to the CDR (as defined in Condition 6.3) lenders under the CDR Scheme (as defined below) (such debt, the "**CDR Debt**") in order to meet the Security Conditions (as defined below) or the refinancing of such CDR Debt (provided that such refinancing does not impair the Bondholders' rights to a springing Second Lien as set out in Condition 4.2 below); and

(b) **secondly,** in or towards the repayment or prepayment of any of its existing senior debt or debt with an original maturity prior to the Maturity Date with a new maturity beyond the Maturity Date (such debt, the "**Other Senior Debt**") or the refinancing of such Other Senior Debt (provided that such refinancing does not impair the Bondholders' rights to a springing Second Lien as set out in Condition 4.2 below).

(iii) any funds made available to the Issuer or any of its Subsidiaries by any member of the Senvion Group (as defined below), from the proceeds of an issuance of International Investment Securities by a member of the Senvion Group, raised by creating or permitting to subsist Security upon the whole or any part of the undertaking, assets or revenues, present or future of such member of the Senvion Group to secure a guarantee or indemnity or credit enhancement provided by a non-Group third party in respect of such International Investment Securities, for the purpose of the Issuer or its Subsidiaries using the proceeds from any such issuance in the following order:

(a) **first,** in or towards the repayment or prepayment of any of its CDR Debt in order to meet the Security Conditions or the refinancing of such CDR Debt (provided that such refinancing does not impair the Bondholders' rights to a springing Second Lien as set out in Condition 4.2 below); and

(b) **secondly,** in or towards the repayment or prepayment of any of its Other Senior Debt or the refinancing of such Other Senior Debt (provided that such refinancing does not

impair the Bondholders' rights to a springing Second Lien as set out in Condition 4.2 below).

4.2 Subject to receipt of regulatory approvals, the Issuer shall execute a springing second lien (the "Second Lien") in favour of a suitably qualified security trustee of national or international repute appointed by the Issuer (in prior consultation with the Trustee) (the "Security Trustee") acting on behalf of the Bondholders over all the domestic assets of the Issuer and its Indian Subsidiaries (as defined below) that are secured for the benefit of the Issuer's Secured Lenders (as defined below) in accordance with the requirements of the master restructuring agreement dated 28 March 2013 in respect of the CDR Scheme and any other financing documents signed by non-CDR lenders in accordance with Condition 4.3 and, subject to (a) the written consent of the Secured Lenders, and (b) the Issuer:

(i) prepaying of an amount of approximately U.S$1.158 billion to the CDR lenders under the CDR Scheme; and

(ii) achieving a minimum Asset Coverage Ratio (as defined below) in excess of 1.33:1.

((i) and (ii) together, the "**Security Conditions**").

4.3 Subject to the Conditions set out in Condition 4.2 being fulfilled (without prejudice to Condition 10.1.4), the springing Second Lien will be implemented as follows:

(i) the Issuer shall notify the Monitoring Institution and the Trustee in writing within 5 business days of the Security Conditions having been complied with;

(ii) the Issuer shall also inform the Trustee of the receipt of the written approval of the Secured Lenders within 5 business days of receipt of the same; and

(iii) the Issuer shall create the Second Lien within 90 days from the date on which all the Conditions set out in Condition 4.2 have been satisfied (the "**Springing Second Lien Implementation Date**").

4.4 On or prior to the Springing Second Lien Implementation Date, the Security Trustee and the Secured Lenders or any duly authorised agent of the Secured Lenders will enter into an intercreditor agreement in form and substance satisfactory to all the parties thereto (the "Intercreditor Agreement").

The Intercreditor Agreement, which will be governed by Indian law, will establish the subordination of the security held pursuant to the Second Lien only to the first-ranking security held by the Secured Lenders and which may be amended from time to time to add other Secured Lenders or parties representing such Secured Lenders. The Intercreditor Agreement will not include (i) any financial covenants in relation to the Issuer for the benefit of the Bondholders; (ii) any covenants in relation to security except as set out in these Conditions; or (iii) any voting rights for Bondholders in relation to any determination, consent or waiver to be made by the Secured Lenders with respect to the secured assets.

The Intercreditor Agreement will also include waiver of the Bondholders' right to enforce the security before the Secured Lenders. The Security Trustee will deliver a no objection certificate at the time of signing the Intercreditor Agreement to the Secured Lenders, consenting to any potential asset sales in accordance with the CDR Scheme.

For the purposes of these Conditions:

"**Asset Coverage Ratio**" means the result, expressed as a fraction, obtained by dividing the aggregate of tangible fixed assets (excluding revaluation reserves) and capital work-in-progress and current

assets, which have been secured on first *pari passu* charge basis, by the aggregate loans (both fund based and non-fund based) (which are secured on first *pari passu* charge basis against such tangible fixed assets and capital work-in-progress and current assets), of the Issuer and its Indian Subsidiaries. The book value of the assets shall be calculated on the basis of the latest annual audited financial statements submitted by the Issuer and its Indian Subsidiaries to the Monitoring Institution in accordance with generally accepted accounting principles in India ("**Indian GAAP**") and the Asset Coverage Ratio shall accordingly be tested annually.

"**business day**" shall mean a day on which commercial banks are open for business in New York City, London and Mumbai.

"**Indian Subsidiaries**" means, collectively, Suzlon Structures Limited, Suzlon Power Infrastructure Limited, Suzlon Generators Limited, Suzlon Gujarat Wind Park Limited, SE Electricals Limited, Suzlon Wind International Limited and SE Blades Limited or any other entity, each of which, together with the Issuer, are, or become, borrowers under the master restructuring agreement dated 28 March 2013 entered into with the CDR lenders (the "**CDR Scheme**").

"**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% 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.

"**Monitoring Institution**" means the bank appointed as the monitoring institution under the CDR Scheme.

"**Secured Lenders**" means the CDR lenders and any senior lenders that have the benefit of the security over the assets of the Issuer and its Indian Subsidiaries.

"**Senvion Group**" means Senvion SE and its subsidiaries.

"**Subsidiary**" means any company or other business entity of which the Issuer owns or controls (either directly or through one or more other subsidiaries) more than 50% 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 the Issuer recognises in its consolidated accounts 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 the Issuer.

Provided that, for the purpose of this Condition 4, no member of the Senvion Group will be considered a Subsidiary.

5 Interest

5.1 Interest Rate

The Bonds bear interest (i) at the rate of 3.25% per annum, from (and including) 15 July 2014 (the "**Closing Date**") up to (but excluding) 16 January 2016, calculated by reference to the principal amount thereof and payable semi-annually in arrear on 16 July and 16 January in each year (each an "**Interest Payment Date**"), commencing with the Interest Payment Date falling on 16 January 2015 (the "**First Interest Payment Date**") and the last payment of interest at such rate will be made on 16 January 2016, in respect of the period from (and including) the Closing Date to (but excluding) 16

January 2016; and (ii) at the rate of 5.75% per annum, from (and including) 16 January 2016 to the Maturity Date, calculated by reference to the principal amount and payable semi-annually in arrear on each Interest Payment Date, commencing with the Interest Payment Date falling on 16 July 2016 except that the last payment of interest will be made on the Maturity Date in respect of the period from (and including) 16 January 2019 to (but excluding) the Maturity Date, and such final payment of interest will amount to U.S.$1,004.29 per U.S.$1,000 principal amount of Bonds.

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 or, if none, the Closing 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 due presentation thereof, payment of principal is improperly withheld or refused, in which event interest will continue to accrue as provided in these Conditions.

6 Conversion

6.1 Conversion Right

6.1.1 Conversion Period

(i) 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 Condition 6.1.1(ii)) on and after 25 August 2014 up to the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on 9 July 2019 (but, except as provided in Conditions 6.1.4 and 10, in no event thereafter) or if such Bond shall have been called for redemption 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 (the "**Conversion Period**").

(ii) Conversion Rights may not be exercised in relation to any Bond during the period (each, a "**Closed Period**") commencing on: (a) the date falling 21 days prior to the date of the Issuer's annual general shareholders' meeting and ending on the date of that meeting, (b) the date falling 30 days prior to an extraordinary shareholders' meeting and ending on the date of that meeting, (c) the date that the Issuer notifies BSE Limited (the "**BSE**") or National Stock Exchange of India Limited (the "**NSE**" and together with the BSE, the "**Indian Exchanges**") of the record date for determination of the 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; (d) on such date and for such period as determined by Indian law applicable from time to time that the Issuer is required to close its stock transfer books; or (e) in circumstances where the exercise of the Conversion Right would fall during the period commencing on a record date in respect of any payment of interest on the Bonds and ending on the relevant Interest Payment Date (both days inclusive). The Issuer will give notice of any such period to the Trustee, the Bondholders and the Conversion Agent at the beginning of each such period.

The Issuer shall provide to the Trustee, the Bondholders and the Conversion Agent notice of any meeting of the Issuer's board of directors 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 (a) in respect of a Bond where the Bondholder shall have exercised its right to require the Issuer to redeem such Bond pursuant to Condition 8.4 or 8.5; or (b) 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.

The number of 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 ₹60.225 = U.S.$1.00 (the "**Fixed Exchange Rate**")) by the Conversion Price in effect at the Conversion Date (both as hereinafter defined).

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 of all its obligations in respect thereof, the relevant Bondholder shall have no further rights in respect of such Bond and the obligations of the Issuer in respect thereof shall be extinguished.

6.1.2 Fractions of Shares:

Fractions of Shares will not be issued on conversion and no cash adjustments will be made in respect thereof. Notwithstanding the foregoing, in the event of a consolidation or reclassification of Shares by operation of law or otherwise occurring after the Closing Date which reduces the number of 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 City) 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 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.

However, if upon mandatory conversion pursuant to Condition 8.2 or if the Conversion Right in respect of more than one Bond is exercised at any one time such that shares to be issued on conversion are to be registered in the same name, the number of such shares to be issued in

respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being converted and rounded down to the nearest whole number of Shares.

6.1.3 Conversion Price and Conversion Ratio:

The price at which Shares will be issued upon conversion, as adjusted from time to time, (the "**Conversion Price**") will initially be ₹15.46 but will be subject to adjustment in the manner provided in Condition 6.3.

The "**Conversion Ratio**" is equal to the principal amount of the Bonds divided by the then Conversion Price translated into U.S. dollars at the Fixed Exchange Rate.

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 for redemption on the date fixed for redemption thereof, (b) any Bond has become due and payable prior to the Maturity Date 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 are deposited for conversion prior to such date shall be converted on the relevant Conversion Date (as defined in Condition 6.2.1(iii)) 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**":

As used in these Conditions, the expression "**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 to be issued on conversion of the Bonds means only "**Shares**" as defined in sub-clause (1) above.

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 between 9.00 a.m. and 3.00 p.m. (local time on any business day) at the specified office of any Conversion Agent a notice of conversion (a "**Conversion Notice**") in duplicate in the form (for the time being current) obtainable from the specified office of each Agent, together with (a) the relevant

Certificate; and (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. A Conversion Notice deposited outside the hours of 9.00 a.m. to 3.00 p.m. 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 during the normal business hours on the next business day following such business 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 depositary participant under the Depositories Act, 1996 of India (the "**1996 Depositories Act**"), for the purposes of receiving the Shares.

(ii) The holder of any Bond which is to be mandatorily converted pursuant to Condition 8.2 shall deliver a Conversion Notice relating to its holding of Bonds and deposit it, together with the relevant Certificate and in the manner aforesaid, no later than the business day before the end of the Mandatory Conversion Notice Period (as defined in Condition 8.2) for the Bonds.

(iii) 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 consents to such withdrawal.

Conversion Rights may only be exercised in respect of the whole of the principal amount of a Bond.

6.2.2 Stamp Duty etc.:

A Bondholder delivering a Certificate in respect of a Bond for conversion must pay directly to the relevant authorities any taxes and capital, stamp, issue and registration duties arising on conversion (other than any taxes or capital or stamp duties payable in India and, if relevant, in the place of the Alternative Stock Exchange (as defined below), by the Issuer in respect of the allotment and issue of Shares and listing of the Shares on the Indian Exchanges 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 Shares on conversion of the Bonds and all charges of the Agents and the share transfer agent for the Shares ("**Share Transfer Agent**") in connection with conversion.. The Trustee and the Agent are under no obligation to determine whether a Bondholder or the Issuer is liable to pay or has paid any taxes including stamp, issue, registration or similar taxes and duties or the amounts payable (if any) in connection with this Condition 6.2.2 and shall not be liable for any failure by any Bondholder or the Issuer to make such payment to the relevant authorities or determine the sufficiency or insufficiency of any amount so paid.

6.2.3 Delivery of Shares:

(i) Upon exercise by a Bondholder of its Conversion Right for Shares, the Issuer will, on or with effect from the relevant Conversion Date, enter the name of the relevant Bondholder or his/their nominee in the register of members of the Issuer in respect of such number of Shares to be issued upon conversion (notwithstanding any retroactive adjustment of the Conversion Price 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 or of his/their nominee, to be credited with such number of relevant Shares to be issued upon conversion (notwithstanding any retroactive adjustment of the Conversion Price 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 record of the beneficial holders of shares, maintained by the depository registered under the 1996 Depositories Act with whom the Issuer has entered into a depository agreement and, subject to any applicable limitations then imposed by Indian laws and regulations, shall procure the Share Transfer Agent 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, premium (if any) and interest (including default interest (if any)) on the Bonds.

(ii) In the case of Bonds mandatorily converted in accordance with Condition 8.2 in respect of which Conversion Notices have not been received by a Conversion Agent or the Principal Agent on the business day immediately following the Mandatory Conversion Notice Period, the Issuer will, as soon as reasonably practicable thereafter, register, or procure the registration of, an agent of the Issuer, located in Mumbai in accordance with Condition 8.2, as holder of the relevant number of Shares in the Issuer's share register and will make a certificate or certificates for the relevant Shares available for collection at the office of the Issuer's share registrar (as specified herein), together (in either case) with any other securities, property or cash required to be delivered upon conversion and such assignments and other documents (if any) as may be required by law to effect the transfer thereof.

(iii) If the Conversion Date in relation to any Bond shall be 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 Condition 6.3, but before the relevant adjustment becomes effective under the relevant Condition (a "**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 Shares ("**Additional Shares**") as, together with the Shares issued or to be issued on conversion of the relevant Bond, is equal to the number of 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 Shares references in Conditions 6.2.3(i) and (iii) to the Conversion Date shall be deemed to refer to the date upon which the Retroactive Adjustment becomes effective (notwithstanding that the date upon which it becomes effective falls after the end of the Conversion Period).

(iv) The Shares issued upon conversion of the Bonds will in all respects rank *pari passu* with the Shares in issue on the relevant Conversion Date (except for any right excluded by mandatory provisions of applicable law) and such 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 Shares of the Issuer in issue as if such Shares had been in issue throughout the period to which such rights relate. A holder of Shares issued on conversion of Bonds shall not be entitled to any rights the record date for which precedes the relevant Conversion Date.

(v) Save as provided in Condition 6.2.2, no payment or adjustment shall be made on conversion for any interest which otherwise would have accrued on the relevant Bonds since the last Interest Payment Date preceding the Conversion Date relating to such Bonds (or, if such Conversion Date falls before the first Interest Payment Date, since the Closing Date).

6.2.4 Interest on Conversion:

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 (a "**Share Distribution 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 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 Share Distribution Record Date, interest shall accrue at the rate provided in Condition 5.1 on Bonds in respect of which Conversion Rights shall have been exercised and in respect of which the Conversion Date falls after such Share Distribution Record Date and on or prior to the Interest Payment Date next following such Share Distribution Record Date, 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.

6.3 Adjustments to Conversion Price

The Conversion Price will be subject to adjustment in the following events set out in Condition 6.3.1 to Condition 6.3.14.

Provided however, that no adjustment will be made to the Conversion Price for a CDR Preferential Issue:

"**CDR**" means corporate debt restructuring.

"**CDR Preferential Issue**" means issuances of Shares or compulsorily convertible debentures ("**CCDs**") to the CDR lenders undertaken pursuant to the terms of the master restructuring agreement

dated 28 March 2013 between the CDR lenders, the Issuer, the Indian Subsidiaries, the Issuer (as the borrowers' agent) and the State Bank of India (as the monitoring institution), which amount and/or number of Shares or CCDs shall not exceed the amount and/or the number of Shares or CCDs set out below and shall not have an issue price of less than ₹18.51:

Details	**Amount (₹ in million)**	**No. of Shares or CCDs (approximately) (in million)**
CDR lenders.....	4,500	243.2

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 Shares (other than by way of a dividend in Shares), (b) make a bonus issue of its Shares, (c) divide its outstanding Shares, (d) consolidate its outstanding Shares into a smaller number of Shares, or (e) re-classify any of its 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 the adjustment described in this Condition 6.3.1, shall be entitled to receive the number of Shares and/or other securities of the Issuer which such holder would have held or have been entitled to receive after the happening of any of the events described above had such Bond been converted immediately prior to the happening 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 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 happening 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 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 Shares as a dividend in Shares or make a distribution of Shares which is treated as a capitalisation issue for accounting purposes under Indian GAAP (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:

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

where:

NCP	=	the Conversion Price after such adjustment.
OCP	=	the Conversion Price before such adjustment.
N	=	the number of 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 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 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, 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 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 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 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 Shares to be issued pursuant to such dividend, bonus issue or free distribution.

6.3.4 Capital Distribution:

Adjustment:

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

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

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 Share on the date on which the relevant Dividend 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 Dividend by the number of Shares entitled to receive the relevant Dividend (or, in the case of a purchase of Shares or any receipts or certificates representing shares by or on behalf of the Issuer, by the number of Shares in issue immediately prior to such purchase), of the Dividend distribution attributable to one 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 shareholders entitled to receive the relevant Dividend; provided that (a) in the case of such a Dividend which must, under applicable law 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 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 (b) if the Fair Market Value of the relevant Dividend cannot be determined until the record date fixed for the determination of shareholders 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:

"**Dividend**" means any dividend or distribution 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 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 Shares (or amount of property or assets, as the case may be) which may be issued or delivered is determined) of such 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 Shares falling within Condition 6.3.2 shall be disregarded; and

(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 Shares by or on behalf of the Issuer, the Volume Weighted Average Price per Share (before expenses) on any one day in respect of such purchases exceeds the Current Market Price per Share by more than 5% 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 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 Shares purchased by or on behalf of the Issuer exceeds the product of (i) the Current Market Price per Share determined as aforesaid and (ii) the number of Shares so purchased.

"**Fair Market Value**" means, with respect to any property on any date, the fair market value of that property as determined in good faith by an Independent Financial Institution provided, that (i) the Fair Market Value of a cash Dividend paid or to be paid shall be the amount of such cash Dividend; (ii) the Fair Market Value of any other cash amount shall be equal to such cash amount; (iii) where shares, options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by the Independent Financial Institution) the fair market value of such shares, options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants 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 or other rights are publicly traded; and in the case of (i) 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 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).

"**Independent Financial Institution**" means an independent or commercial bank of international repute selected by the Issuer (at the expense of the Issuer) and notified to the Trustee in writing.

"**Volume Weighted Average Price**" or "**VWAP**" means, in respect of a Share on any Trading Day, or series of Trading Days, the order book volume-weighted average price appearing on or

derived from Bloomberg (or any successor service) page SUEL IN or such other source as shall be determined to be appropriate by an Independent Financial Institution on such Trading Day, or series of Trading Days, provided that on any Trading Day where such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share 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.

"**cash Dividend**" means (i) any Dividend which is to be paid in cash and (ii) 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.

6.3.5 Rights Issues to Shareholders:

Adjustment: If the Issuer shall grant, issue or offer to the holders of Shares rights entitling them to subscribe for or purchase Shares, which expression shall include those 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 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 Share at such record date; or

(b) at a consideration per Share receivable by the Issuer which is fixed after the record date mentioned below and is less than the Current Market Price per Share on the date the Issuer fixes the said consideration,

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

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

where:

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

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

n = the number of Shares initially to be issued upon exercise of such rights at the said consideration being (aa) the number of Shares which underwriters have agreed to underwrite as referred to below or, as the case may be, (bb) the number of 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 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 Share specified in (a) or, as

the case may be, (b) above.

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 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 Shares of rights entitling them to subscribe for or purchase Shares, any 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 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.

If, in connection with a grant, issue or offer to the holders of Shares of rights entitling them to subscribe for or purchase Shares, any such 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 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 Shares warrants entitling them to subscribe for or purchase Shares:

(a) at a consideration per 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 Share at such record date; or

(b) at a consideration per Share receivable by the Issuer which is fixed after the record date mentioned above and is less than the Current Market Price per Share on the date the Issuer fixes the said consideration, then the Conversion Price in effect (in a case within (a) above) on the record date for the determination of shareholders entitled to receive such warrants or (in a case within (b) above) on the date the Issuer fixes the said consideration shall be adjusted in accordance with the following formula:

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

where:

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

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

the said consideration.

n = the number of Shares initially 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 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 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 Share specified in (a) or, as the case may be, (b) above.

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 Shares of warrants entitling them to subscribe for or purchase 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.

If, in connection with a grant, issue or offer to the holders of Shares of warrants entitling them to subscribe for or purchase 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 Issues of rights or warrants for equity-related securities to Shareholders:

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

(a) at a consideration per 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 Share at such record date; or

(b) at a consideration per 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 Share on the date the Issuer fixes the said consideration,

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

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

where:

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

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

n = the number of 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 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 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 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 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 Share specified in (a) or, as the case may be, (b) above.

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.

Rights or warrants not taken up by Shareholders: If, in connection with a grant, issue or offer to the holders of Shares of rights or warrants entitling them to subscribe for or purchase securities convertible into or exchangeable for 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 Shares or rights or warrants entitling them to subscribe for or purchase securities convertible into or exchangeable for 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 Shares of capital stock of the Issuer (other than Shares), assets (excluding any Dividends), evidences of its indebtedness or rights or warrants to subscribe for or purchase 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:

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

where:

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

CMP	=	the Current Market Price per Share on the record date for the determination of shareholders entitled to receive such distribution.
fmv	=	the fair market value (as determined by an 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 by an appraiser appointed by such court) of the portion of the equity share capital shares of capital stock, assets, rights or warrants so distributed applicable to one Share less any consideration payable for the same by the relevant shareholder.

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 applicable law 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 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:

Adjustment: If the Issuer shall issue any securities convertible into or exchangeable for Shares (other than the Bonds, 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 Share receivable by the Issuer (determined as provided in Condition 6.3.16) shall be less than the Current Market Price per 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, 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:

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

where:

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

N	=	the number of 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 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 Shares which the aggregate consideration receivable by the Issuer would purchase at such Current Market Price per 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 Shares (other than Shares issued upon conversion or exchange of any convertible or exchangeable securities (including the Bonds) 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 cash,

for a consideration per Share receivable by the Issuer (determined as provided in Condition 6.3.16) less than the Current Market Price per Share on the date in India on which the Issuer fixes the said consideration (or, if the issue of such Shares 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 issue of such additional Shares shall be adjusted in accordance with the following formula:

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

where:

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

N	=	the number of 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 Shares.
n	=	the number of additional Shares issued as aforesaid.
v	=	the number of 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 Share.

Effective date of adjustment: Such adjustment shall become effective as of the calendar day in India of the issue of such additional 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 Shares or securities convertible into or exchangeable for Shares and the consideration per Share receivable by the Issuer (determined as provided in Condition 6.3.16) shall be less than the Current Market Price per 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:

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

where:

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

N	=	the number of 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 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 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 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 the Issuer or any Subsidiary for all or any portion of the Shares shall expire and such tender or exchange offer shall involve the payment by the Issuer or such Subsidiary of consideration per Share having a Fair Market Value at the last time (the "**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 Share, as of the Expiration Date, the Conversion Price shall be adjusted in accordance with the following formula:

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

where:

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

N = the number of Shares outstanding (including any tendered or exchanged Shares) on the Expiration Date.

CMP = Current Market Price per Share as of the Expiration Date.

fmv = the Fair Market Value of the aggregate consideration payable to the holders of Shares based on the acceptance (up to a maximum specified in the terms of the tender or exchange offer) of all Shares validly tendered or exchanged and not withdrawn as of the Expiration Date (the Shares deemed so accepted up to any such maximum, being referred to as the "**Purchased Shares**").

n = the number of Purchased Shares.

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

Tender or exchange offer not completed: If the Issuer is obligated to purchase 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 Shares or any securities convertible into or exchangeable for, or which carry rights to subscribe for or purchase 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, then, in any such case, the Issuer shall promptly notify the Trustee in writing thereof and the Issuer shall consult with an 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 Independent Financial Institution appointed under the 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 Shares or rights or warrants in respect of, or securities convertible into or exchangeable for, two or more classes of share capital comprising Shares, then, for the purposes of this Condition, the formula:

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

shall be restated as:

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

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

6.3.15 Certain Definitions:

For the purposes of these Conditions:

the "**Closing Price**" of the Shares for each Trading Day shall be the last reported transaction price of the Shares on the BSE for such day or, if no transaction takes place on such day, the average of the closing bid and offered prices of Shares for such day as furnished by a leading independent securities firm licensed to trade on the BSE selected from time to time by the Issuer and notified to the Trustee in writing for the purpose.

"**Current Market Price**" per Share on any date means the average of the daily Closing Prices of the relevant Shares for the 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 Shares, then the relevant Current Market Price for Shares shall be the price for that class of Shares the issue of which (or of rights or warrants in respect of, or securities convertible into or exchangeable for, that class of 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 Independent Financial Institution shall in its absolute discretion deem appropriate and fair to compensate for the effect thereof.

"**Trading Day**" means a day when the BSE 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 Shares are not listed or admitted to trading on such exchange) no such closing bid and offered prices are furnished as aforesaid.

If the Shares are no longer listed on the BSE but are still listed on the NSE, references in the above definitions to the BSE shall be deemed to be the NSE, and if the Shares are no longer listed on the BSE or the NSE and have been listed on another stock exchange as required by Condition 6.4.1, references in the above definitions to the BSE 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 Shares for cash, the consideration shall be the amount of such cash;

(b) in the case of the issue of 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 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 Shares, 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 Share receivable by the Issuer shall be such aggregate consideration divided by the number of 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 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 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 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 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 Shares which such aggregate consideration receivable by the Issuer could purchase at the relevant Current Market Price per 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 Shares or of securities convertible into or exchangeable for Shares or of rights or warrants to subscribe for or purchase Shares or securities, to the extent that the number of such Shares or securities taken into account for the purposes of calculating such adjustment exceeds the number of such Shares in issue at the time relevant for ascertaining the number of outstanding Shares for the purposes of computing the later adjustment, such excess 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% of the then current Conversion Price; provided that any adjustment which by reason of this Condition 6.3.18 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 but for the provisions of this Condition 6.3.18) in any subsequent adjustment. All calculations under this Condition 6.3 shall be made to the nearest ₹0.01 with ₹0.005 being rounded up to the next ₹0.01. Except as otherwise set out in Condition 6.3.19, the Issuer may reduce the Conversion Price (but is not obliged to do so) at any time in its absolute discretion, subject to compliance with all applicable Indian laws.

6.3.19 Minimum Conversion Price:

Notwithstanding the provisions of this Condition, the Issuer covenants that:

(a) the Conversion Price shall not be reduced below the par value of the Shares (₹2 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 Shares; and

(b) it will not take any corporate or other action which might result in the Conversion Price being reduced pursuant to Conditions 6.3.1 to 6.3.14 below the level permitted by applicable Indian laws and regulations from time to time (if any) or (ii) applicable Indian regulatory authorities.

6.3.20 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.

6.3.21 Upward adjustment:

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

6.3.22 Trustee not obliged to monitor:

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists under this Condition 6.3 and will not be responsible to Bondholders for any loss arising from any failure by it to do so.

The Trustee and the Agents shall be under no obligation to calculate, determine or verify the number of Shares to be issued upon conversion of the Bonds or verify the Issuer's or the Independent Financial Institution's determination of such number of Shares or method used in such determination and neither the Trustee nor the Agents shall be responsible to Bondholders or any other person for any loss arising from any failure to do so or for any delay of the Issuer or the Independent Financial Institution in making such determination or any erroneous determination by the Issuer or the Independent Financial Institution.

6.3.23 Approval of Trustee:

The Issuer shall within 3 days of the adjustment event send the Trustee a certificate setting out particulars relating to adjustment of the Conversion Price. The Issuer shall also cause a notice containing the same information to be sent to Bondholders, such notice to be provided to the Trustee in writing before it is given to Bondholders.

6.3.24 Independent Financial Institution:

If the Issuer fails to select an Independent Financial Institution when required in this Condition 6.3, the Trustee may (at its absolute discretion) select such an Independent Financial Institution at the expense of the Issuer.

6.3.25 Depositary Receipts:

If the Issuer shall have outstanding a depositary receipt facility programme or facility in respect of its Shares (a "**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 (a "**DR Election**") that the Shares to be issued on conversion be represented by depositary receipts ("**DRs**") and to receive DRs instead of such Shares. A DR Election shall be made in the relevant Conversion Notice in such form as the Issuer may require. The number of DRs to be issued on exercise of Conversion Rights in respect of which the relevant Bondholder shall have duly made a 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 Shares represented by each DR on such Conversion Date.

Fractions of a DR will not be issued and neither will a Share (where at the relevant time a DR represents more than one Share) or any fraction of a 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 DRs are to be issued to the same person, the number of such 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 DRs.

Where 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 DR Facility (the "**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 Issuer has entered into a depositary agreement and (ii) cause the relevant number of DRs to be issued by the DR Depositary pursuant to the relevant DR Facility to the relevant Bondholder or his/their nominee.

DRs will be issued in book-entry form or in certificated form as provided in the relevant 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 a 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 DR Facility in respect of the deposit of the relevant Shares pursuant to such DR Facility.

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

If a Retroactive Adjustment shall occur in relation to the exercise of Conversion Rights in relation to any Bond in respect of which a 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 DRs (if any) (the "**Additional DRs**") as, together with the DRs issued or to be issued on conversion of the relevant Bond is equal to the number of DRs which would have been required to be issued on conversion of such Bond (together with any fraction of a 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.

DRs issued upon conversion of the Bonds will in all respects rank *pari passu* with all other DRs under the relevant DR Facility then in issue on the relevant Conversion Date, except that the DRs or, as the case may be, the Additional 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 Shares represented by such DRs or, as the case may be, Additional 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 DR Facility (including any provisions thereof relating to the deposit of Shares) to issue Shares to be represented by DRs upon conversion of Bonds in

respect of which a DR Election shall have been made, such DR Election shall be ineffective and there shall be issued to such Bondholder (or as specified in the relevant Conversion Notice) Shares as if such 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 Shares or, if it does, to enable the Shares to be eligible for deposit pursuant thereto. The Issuer shall be entitled to impose such conditions and restrictions on the deposit of 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 Shares pursuant to any such facility or programme.

6.3.26 Employee Share Option Scheme:

No adjustment will be made to the Conversion Price where Shares or options to subscribe or acquire Shares are issued, offered, allotted, appropriated, modified or granted to or for the benefit of employees or former employees (including directors) of the Issuer or its Subsidiaries or any associated company of the Issuer (as set out in the relevant employee stock option plan), or persons related to such employees or former employees (including directors) or former employees, directly or indirectly, pursuant to any employee stock option scheme or plan approved by shareholders in general meeting and otherwise adopted in accordance with and complying with all applicable provisions of relevant Indian laws and regulations and official guidelines of any relevant governmental or official body except to the extent that such issues in any period of 12 months amount to, or entitle such persons to receive Shares in excess of 3% of the average number of Shares outstanding during such period of 12 months.

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 of the Bondholders or with the prior written consent 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 obtain and maintain a listing of the Bonds on the Singapore Exchange Securities Trading Limited (the "**Singapore Stock Exchange**"), (b) to maintain a listing for all the issued Shares on the Indian Exchanges, (c) to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights attaching to the Bonds on the Indian Exchanges, and (d) 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 the Bonds and the Shares issued on the exercise of the Conversion Rights, on an alternative stock exchange as the Issuer may from time to time (with the prior written consent of the Trustee) determine (the "**Alternative Stock Exchange**") and will forthwith give notice to the Bondholders in accordance with Condition 17 below of the listing or delisting of the Shares or the Bonds (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 Shares liable to be issued on conversion of the Bonds without breaching any foreign ownership restrictions in India applicable to the Shares and will ensure that all such Shares will be duly and validly issued as fully-paid;

(iii) it will pay the expenses of the issue or delivery of, and all expenses of obtaining listing for, 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 (except, in each case, as permitted by law);

(v) 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 Shares of the Issuer, provided always that the Issuer shall not be prohibited from purchasing its Shares to the extent permitted by law;

(vi) it will not take any corporate or other action pursuant to Conditions 6.3.1 to 6.3.14 that would cause the Conversion Price to be adjusted to a price which would render conversion of the Bonds into Shares at such adjusted Conversion Price to be in contravention of applicable law or subject to approval from the Reserve Bank of India, the Ministry of Finance of the Indian Government 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 a legal counsel in India of international repute, 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 Shares at such adjusted Conversion Price would not require approval of the Reserve Bank of India, the Ministry of Finance of the Indian Government 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 of their Non-Permitted Conversion Price Adjustment Event Repurchase Right, as defined in and pursuant to Condition 8.7;

(vii) it will not acquire or retire for value any Shares;

(viii) it will not retire for value prior to its repayment or maturity date any loans and/or securities *pari passu* with or subordinated to the Bonds (provided that, for the purpose of this Condition 6.4.1(viii), the Bonds will be presumed to be in unsecured form throughout their term); and

(ix) it will not declare or pay any dividends or make any payments or repayments of any kind to its shareholders, for so long as any Bonds are outstanding.

6.4.2 The Issuer undertakes that so long as any Bond remains outstanding it shall provide to the Trustee:

(a) on an annual basis and in addition to its regular stock exchange reporting requirements, the details of amounts prepaid to the CDR lenders and the Asset Coverage Ratio in order to enable the Trustee to monitor the Security Conditions;

(b) (i) its semi-annual financial information prepared in accordance with Clause 41 of the listing agreements entered into with the Indian Exchanges in respect of each semi-annual fiscal period within 3 months of the end of the relevant semi-annual fiscal period, and (ii) its annual report containing audited financial statements in respect of each fiscal year within 6 months from the end of the relevant fiscal year reported on by the auditors and prepared in accordance with Indian GAAP and if so requested, certified by two directors of the Issuer (in each case in English language); and

(c) a copy of all publicly available notices, statements and documents which are issued to its Shareholders or its creditors as soon as practicable (but not later than 30 days) after their date of issue.

6.4.3 The Issuer 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 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 tradable on the BSE and the NSE until the listing occurs.

6.5 Notice of Change in Conversion Price

The Issuer shall give notice 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. 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.

6.6 Conversion upon Change of Control

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

$$NCP = \frac{OCP}{1 + (CP \times {}^{c}/_{t})}$$

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 shall be the Conversion Price applicable on the relevant Conversion Date in respect of any conversion pursuant to this Condition 6.6.

Conversion Premium ("**CP**")	=	10% expressed as a fraction.
c	=	the number of days from and including the first day of the Change of Control Conversion to but excluding 16 July 2019
t	=	the number of days from and including 15 July 2014 to but excluding 16 July 2019

provided that the Conversion Price shall not be reduced pursuant to this Condition 6.6 below the level permitted by applicable Indian laws and regulations from time to time (if any).

If the last day of a Change of Control Conversion Period shall fall during a Closed Period, the 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 and Condition 8.4,

"**control**" means (a) the acquisition or control of more than 50% 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;

a "**Change of Control**" occurs when:

(a) any person or persons (excluding the 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 100% owned direct or indirect Subsidiaries;

"**Promoter Group**" means Tulsi R. Tanti, Tanti Holdings Limited, Gita T. Tanti, Tulsi R. Tanti (as karta of Tulsi Ranchhodbhai HUF), Tulsi R. Tanti (as karta of Ranchhodbhai Ramjibhai HUF) and jointly by Tulsi R. Tanti, Vinod R. Tanti and Jitendra R. Tanti, Vinod R. Tanti, Jitendra R. Tanti, Sangita V. Tanti, Lina J. Tanti, Girish R. Tanti, Rambhaben Ukabhai, Vinod R. Tanti (as karta of Vinod Ranchhodbhai HUF), Jitendra R. Tanti (as karta of Jitendra Ranchhodbhai HUF), Pranav T. Tanti, Nidhi T. Tanti, Radha G. Tanti, Aarav G. Tanti (through guardian Girish R. Tanti), Aanya G. Tanti (through guardian Girish R. Tanti), Rajan V. Tanti, Brij J. Tanti, Trisha J. Tanti, Girish R. Tanti (as karta of Girish Ranchhodbhai HUF), Suruchi Holdings Private Limited, Sugati Holdings Private Limited and Samanvaya Holdings Private Limited; 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 happening of any contingency).

7 Payments

7.1 Principal and Interest

(i) Payment of principal, interest and premium (if any) 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 City mailed to the registered address of the Bondholder if it does not have a registered account, in each case, in accordance with provisions of the Agency Agreement. Such payment will only be made after surrender of the relevant Certificate at the specified office of any of the Agents. If an amount which is due on the Bonds is not paid in full, the Registrar will annotate the Register with a record of the amount (if any) paid.

(ii) 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 15th 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 City 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.

7.2 Registered Accounts

For the purposes of this Condition, 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 below) 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 any applicable laws and regulations in the place of payment, but without prejudice to the provisions of Condition 9. 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 (as defined below), 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 Default Interest and Delay in Payment

(i) If the Issuer fails to pay any sum in respect of the Bonds when the same becomes due and payable under these Conditions, interest shall accrue on the overdue sum at the rate of 5.94% per annum (being the yield to maturity plus default interest) from the due date. Such default interest shall accrue on the basis of the actual number of days elapsed and a 360-day year.

RBI regulations may require the Issuer to obtain the prior approval of the RBI before making any such default interest payments. Such approval may or may not be forthcoming.

(ii) 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, "**business day**" means a day other than a Saturday or Sunday on which commercial banks are open for business in Mumbai, New York City and London 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 the Bonds at their principal amount on 16 July 2019 (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 8.3 below (but without prejudice to Condition 10).

8.2 Mandatory Conversion at the Option of the Issuer

8.2.1 On or at any time after the date falling 15 July 2016, and on or prior to 15 January 2018 (the "**First Phase**"), the Issuer may, having given not less than 30 nor more than 60 days' notice to the Bondholders, the Trustee and the Principal Agent (such notice the "**Mandatory Conversion Notice**" and such period the "**Mandatory Conversion Notice Period**") which notice shall be irrevocable, mandatorily convert the Bonds in part (but subject to not converting more than U.S.$182,305,333.33) pursuant to a single Mandatory Conversion Notice, into Shares at the then prevailing Conversion Price. The Issuer may deliver a Mandatory Conversion Notice only if the Volume Weighted Average Price (converted into U.S. dollars at the Prevailing Rate) of the Shares on each day during a period of not less than 30 Trading Days prior to the date on which such Mandatory Conversion Notice is delivered, was at least 175% of the applicable Conversion Price (converted into U.S. dollars at the Fixed Exchange Rate). Such notice may not be given more than 14 days after the end of such period of 30 Trading Days.

8.2.2 On or at any time after 15 January 2018 and on or prior to 17 May 2019 (the "**Second Phase**"), the Issuer may, having provided a Mandatory Conversion Notice in accordance with the Mandatory Conversion Notice Period to the Bondholders, the Trustee and the Principal Agent, which notice shall be irrevocable, mandatorily convert the Bonds in part (but subject to not converting more than U.S.$182,305,333.33) pursuant to a single Mandatory Conversion Notice, into Shares at the then prevailing Conversion Price. The Issuer may deliver a Mandatory Conversion Notice only if the Volume Weighted Average Price (converted into U.S. dollars at the Prevailing Rate) of the Shares on each day during a period of not less than 30 Trading Days prior to the date on which such Mandatory Conversion Notice is delivered, was at least 150% of the applicable Conversion Price (converted into U.S. dollars at the Fixed Exchange Rate). Such notice may not be given more than 14 days after the end of such period of 30 Trading Days.

If the Issuer exercises its option to exercise the mandatory conversion more than once during the term of the Bonds, there must be a six month period between the delivery of any two Mandatory Conversion Notices.

In the case of mandatory conversion in accordance with this condition, the Bonds to be converted will be converted on a *pro rata* basis (which will result in the face value of each Bond being marked down in part) or otherwise in accordance with the rules of Euroclear and Clearstream, Luxembourg in the case of mandatory conversion of the Bonds represented by Global Certificates.

Any Mandatory Conversion Notice shall specify (i) the expiry date of the Mandatory Conversion Notice Period; (ii) the Cut-Off Date (as defined herein); (iii) a confirmation that the conditions to a mandatory conversion in accordance with this Condition have been satisfied; and (iv) the then applicable Conversion Price. The Mandatory Conversion Notice shall also specify further details of the conversion, including instructions to Bondholders regarding the time period in which Bondholders must deposit and surrender their respective Certificates and the duly signed and completed Conversion Notice at the specified office of the relevant Conversion Agent or the Principal Agent.

The Issuer's right to mandatorily convert under this Condition 8.2 does not affect a holder's right to exercise its Conversion Right hereunder (which shall remain in full force and effect

during the Mandatory Conversion Notice Period) provided that in no event shall the Conversion Date fall after the date for mandatory conversion hereunder. Upon the expiry of the Mandatory Conversion Notice Period, the Issuer will be bound (subject to and in accordance with Condition 6) to convert the Bonds to which such notice relates into Shares and the date of expiry of such period shall be deemed to be the Conversion Date. The holders of the Bonds to be so converted shall be deemed to have exercised their Conversion Rights and the provisions of Condition 6 apply *mutatis mutandis*.

If on the business day immediately following the Mandatory Conversion Notice Period (the "**Cut-Off Date**"), Conversion Notices have not been received by the relevant Conversion Agent or the Principal Agent in respect of any Bonds outstanding ("**Relevant Bonds**"), the Relevant Bonds shall be converted into Shares in accordance with these Conditions at the applicable Conversion Price and such Shares shall be delivered to an agent of the Issuer located in Mumbai (the "**Share Agent**"). Certificates for such Shares will be issued by the Issuer in the name of an agent of the Issuer and deposited at the office of the Share Agent and the Issuer will be responsible for all fees and charges for the issue of such Certificate or Certificates. All of the Shares delivered, or to be delivered, on such conversion shall be sold by, or on behalf of, the Share Agent as soon as practicable, and (subject to any necessary consents being obtained, and to the deduction by the Share Agent of any amount which it determines to be payable in respect of its liability to taxation and the payment of any capital, stamp, transfer, issue or registration duties (if any) and any costs incurred by the Share Agent in connection with the transfer, delivery and sale thereof) the net proceeds of sale together with accrued interest (if any) payable under Condition 6, and any cash in lieu of fractions and any other amount payable by the Issuer in respect of the relevant exercise in respect of the Relevant Bonds (the "**Net Proceeds**") shall be held by the Share Agent for the benefit of the Bondholders so entitled and distributed rateably to the holders of such Relevant Bonds.

Immediately following the sale of Shares by the Share Agent, the Issuer shall forthwith notify Bondholders of such sale and provide details of the Net Proceeds available for distribution to Bondholders so entitled. The Issuer's obligation to pay the principal and interest on the Bonds shall not be satisfied unless and until the relevant Shares or Net Proceeds (as applicable) attributable to the Bonds converted pursuant to Condition 8.2 shall have been delivered to the applicable Bondholder.

The Trustee shall not be required to take any steps to ascertain or verify whether any of the events described in Conditions 8.2.1 and 8.2.2 has occurred. The Trustee and the Issuer shall have no responsibility to any person for the manner in which such sale is effected or if the aggregate sale proceeds fall short of the principal amount of the Relevant Bonds. The Trustee shall have no liability in respect of the exercise or non-exercise of the right of the Issuer to mandatorily convert any Bonds pursuant to this Condition 8.2 or the timing of such exercise or in respect of any such sale of Shares whether for the timing of any such sale or the price at which any such Shares are sold, or the inability to sell any such Shares or otherwise.

8.2.3 If at any time the aggregate principal amount of the Bonds outstanding is less than 10% 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 (as defined below) together with accrued but unpaid interest to such date, on the date fixed for redemption. The Issuer will give at least 30 days' but not more than 60 days' prior notice to the holders for such redemption.

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.

8.3 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, of the Bonds at their Early Redemption Amount together with accrued but unpaid interest to such date, on the date fixed for redemption ("**Tax Redemption Date**"), if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that the Issuer has or will become obliged to pay additional amounts in respect of payments of interest on the Bonds pursuant to 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 the Closing Date, and (ii) such obligation cannot be avoided by the Issuer 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 would be obliged to pay such additional amounts were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee a certificate signed by two directors of the Issuer stating that the obligation referred to in (i) above cannot be avoided by the Issuer (taking reasonable measures available to it); and an opinion of independent legal or tax advisors of recognised international standing 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 as sufficient evidence thereof in which event it 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 but unpaid interest to such date, on the Tax Redemption 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 of principal or interest 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 Indian Government 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 Indian Government or any authority thereof or therein having power to tax prior to the Closing Date 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 election (the "**Bondholder's Tax Election Notice**"), 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 a Relevant Event (as defined below) and to the extent permitted by applicable law, each Bondholder will have the right at such Bondholder's option to require the Issuer to redeem in whole but not in part such Bondholder's Bonds on the Relevant Event Put Date at their Early Redemption Amount together with accrued but unpaid interest to such date. To exercise such right, the relevant Bondholder 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 ("**Relevant Event Put Exercise Notice**") together with the Certificate evidencing the Bonds to be redeemed by not later than 30 days following a Relevant Event, 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 "**Relevant Event Put Date**" shall be the fourteenth day after the expiry of such period of 30 days as referred to above.

8.4.2 A Relevant Event Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds which form the subject of the Relevant Event Put Exercise Notices delivered as aforesaid on the Relevant Event Put Date.

8.4.3 The Trustee shall not be required to take any steps to ascertain whether a Relevant Event or any event which could lead to the occurrence of a Relevant Event has occurred and shall not be responsible or liable to Bondholders for any loss arising from any failure by it to do so.

8.4.4 No later than seven days after becoming aware of a Relevant Event, the Issuer shall procure that notice regarding the Relevant Event shall be delivered to Bondholders (in accordance with Condition 17) stating: (i) the Relevant Event Put Date; (ii) the date of such Relevant Event and, briefly, the events causing such Relevant Event; (iii) the date by which the Relevant Event Put Exercise Notice (as defined above) must be given; (iv) the redemption amount and the method by which such amount will be paid; (v) the names and specified offices of all Paying Agents; (vi) briefly, the Conversion Right and the then current Conversion Price; (vii) the procedures that Bondholders must follow and the requirements that Bondholders must satisfy in order to exercise the Relevant Event Put Right or Conversion Right; and (viii) that a Relevant Event Put Exercise Notice, once validly given, may not be withdrawn.

8.4.5 For the purposes of this Condition 8:

(i) 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 100% owned direct or indirect Subsidiaries;

(ii) "**Relevant Event**" occurs when there has been a Change of Control (as defined in Condition 6.6) in the Issuer; and

(iii) "**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 of Bonds on the Maturity Date, 100% of the principal amount of such Bonds, or (ii) in the case of a redemption of the Bonds pursuant to Condition 8 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 the immediately preceding Interest Payment Date, or, if none, the Closing Date, 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**") for the Bondholder a gross yield of 4.94% 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 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 a 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 x $(1 + r/2)^{d/p}$ - 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 to be redeemed prior to 16 January 2015, U.S.$1,000)

Interest Payment Date	**Early Redemption Amount**
16 January 2015	U.S.$ 1,008.50
16 July 2015	U.S.$ 1,017.16
16 January 2016	U.S.$ 1,026.03
16 July 2016	U.S.$ 1,022.63
16 January 2017	U.S.$ 1,019.13
16 July 2017	U.S.$ 1,015.56
16 January 2018	U.S.$ 1,011.89
16 July 2018	U.S.$ 1,008.13
16 January 2019	U.S.$ 1,004.29

r	=	4.94 %, expressed as a fraction.
d	=	number of days 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.

p	=	180
AI	=	the accrued interest on a Bond in the principal amount of U.S.$1,000 from and including the immediately preceding Bonds Interest Payment Date (or if the Determination Date is before the first Bonds 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 Condition 8 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 Bond shall be the Early Redemption Amount of such Bond as described above, as though references to the Determination Date had been replaced by references to the Tax Redemption Date or Put Date or Non-Permitted Conversion Price Adjustment Date, as applicable, and interest shall accrue at the rate provided for in Condition 5.1 on the principal amount of such Bond to such date. The calculation of the Early Redemption Amount in accordance with this Condition will continue to be made (as well after as before judgment) until the Tax Redemption Date or Put Date or Non-Permitted Conversion Price Adjustment Date, as applicable, unless such date falls on or after the Maturity Date, in which case the amount due and payable shall be 100% of the principal amount of the Bonds together with interest thereon (inclusive of interest payable pursuant to Condition 5) at the rate of 5.94% per annum from and including the Maturity Date to but excluding the Tax Redemption Date or Put Date or Non-Permitted Conversion Price Adjustment Date, as applicable.

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 the Shares cease to be listed or admitted to trading on the BSE or 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 less than all) 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 interest but unpaid to such date (the "**Delisting Put Price**").

8.5.2 Promptly after becoming aware of a Delisting, the Issuer shall procure that notice regarding the Delisting Put Right shall be given to 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 Delisting Put 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 specified offices of all Paying Agents;

(vi) the Conversion Right and the then current Conversion Price;

(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 Delisting Put Notice, once validly given, may not be withdrawn.

8.5.3 To exercise its rights to require the Issuer to redeem its Bonds, the Bondholder must deliver a written irrevocable notice of the exercise of such right (a "**Delisting Put Notice**"), in the then current form obtainable from the specified office of any Paying Agent, to any Paying Agent 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 Delisting Put Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds which form the subject of the Delisting Put Notices delivered as aforesaid on the Delisting Put Date.

8.5.5 The Trustee 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 shall not be responsible or liable to Bondholders for any loss arising from any failure by it 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 City, 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 8.5, payment of the applicable redemption amount 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 (in the location of the relevant Paying Agent) 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 Paying Agent holds on the Put Date (as defined below) money sufficient to pay the applicable redemption monies of Bonds for which notices have been delivered in accordance with the provisions hereof upon exercise of such right, then, whether or not such Certificate is delivered to the 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). "**Put Date**" shall mean the Relevant Event 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(vi) 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 and the Trustee 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 (or any portion of the principal amount thereof which is U.S.$1,000 and any integral multiple thereof) of such Bondholder's Bonds at a price equal to their Early Redemption Amount (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.

For the purposes of this Condition 8.7, "**business day**" shall mean a day on which commercial banks are open for business in New York City, 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.

8.8 Future Equity Issuances

The net proceeds of any equity or equity-linked issuance by the Issuer ("**Equity Issuance Proceeds**") after the satisfaction of the Security Conditions will be utilised by the Issuer (subject to compliance with prevalent RBI regulations or subject to obtaining RBI approval) to make an offer to Bondholders to repurchase all or a part of their Bonds, on a *pro rata* basis, as follows:

8.8.1 if a fresh convertible bond offering or an offering of any other similar unsecured convertible instrument is undertaken by the Issuer at any time during the term of the Bonds, 100% to repurchase the Bonds at the Early Redemption Amount, if approved by the RBI or permitted under the applicable Indian regulations, or, failing which, such price that is lower than the Early Redemption Amount as the RBI may approve;

8.8.2 if a straight equity issuance is undertaken by the Issuer within six to twelve months from the Maturity Date, at least 75% to repurchase the Bonds at the Early Redemption Amount, if approved by the RBI or permitted under the applicable Indian regulations or, failing which, such price that is lower than the Early Redemption Amount as the RBI may approve; and

8.8.3 if a straight equity issuance is undertaken by the Issuer within six months from the Maturity Date, 100% to repurchase the Bonds at the Early Redemption Amount, if approved by the RBI or permitted under the applicable Indian regulations, or, failing which, such price that is lower than the Early Redemption Amount as the RBI may approve.

The Issuer shall utilise the Equity Issuance Proceeds to make an offer to the Bondholders to repurchase the Bonds on a *pro rata* basis in accordance with the applicable RBI regulations. If required, the Issuer shall seek approval of the RBI to utilise the Equity Issuance Proceeds.

On receipt of RBI approval to utilise the Equity Issuance Proceeds in the manner provided in this Condition 8.8, the Issuer shall, having given not less than 30 nor more than 60 days' notice to Bondholders, the Trustee and the Principal Agent (which notice shall be irrevocable), repurchase the Bonds, in accordance with applicable regulations, in whole or in part. Upon the expiry of any such notice, the Issuer will be bound to repurchase the Bonds at the Early Redemption Amount, if approved by the RBI or permitted under the applicable Indian regulations, or, failing which, such price that is lower than the Early Redemption Amount as the RBI may approve.

The offer to repurchase using the Equity Issuance Proceeds shall be made to all Bondholders and each Bondholder may accept such offer at its option.

If RBI approval is not obtained or if any Equity Issuance Proceeds remains after the Issuer's offer, the Equity Issuance Proceeds will be pre-approved by the CDR lenders for payment to Bondholders on the Maturity Date.

Upon receipt of the Equity Issuance Proceeds by the Issuer, they will be placed into an account secured for the benefit of the Bondholders. On the Maturity Date, the Equity Issuance Proceeds will be applied in redeeming the Bonds without the need for procuring CDR lenders' approval.

8.9 Purchases

The Issuer or any of its 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 or the relevant Subsidiary is required to submit to the Registrar for cancellation any Bonds so purchased. If purchases are made by tender, the tender must be available to all Bondholders alike.

8.10 Cancellation

All Bonds which are redeemed or converted or purchased by the Issuer or any of its 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.

8.11 Redemption Notices

All notices to Bondholders given by or on behalf of the Issuer pursuant to this Condition will be given in accordance with Condition 17, and specify the Conversion Price as at the date of the relevant notice, the closing price of the Shares (as quoted on the BSE) as at the latest practicable date prior to the publication of the notice, 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 Condition 8.2 or Condition 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.

8.12 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, any Relevant Event Put Exercise Notice or Delisting Put Notice given by a Bondholder pursuant to Condition 8.4 or 8.5 and any relevant notice given by a Bondholder pursuant to Condition 8.7) is given pursuant to this Condition 8, the first of such notices to be given shall prevail.

9 Taxation

9.1 All payments of principal, premium (if any) and interest (including default interest (if any)) made in respect of the Bonds by the Issuer 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 in respect of Indian withholding tax on premium or interest payments at the rate of up to 10.00% (plus applicable surcharge on such tax payable, education cess and higher and secondary education cess on the income tax and surcharge) the Issuer will increase the

amount of premium or interest paid by it to the extent required so that the amount of premium or interest received by Bondholders (without prejudice to Condition 7.3) amounts to the relevant amount of the premium or interest payable pursuant to Condition 5 or 8.

9.3 In the event that any such withholding or deduction in respect of principal or any such additional withholding or deduction in excess of 10.00% (plus applicable surcharge on such tax payable, education cess and higher and secondary education cess on the income tax and surcharge) in respect of premium or interest is required, the Issuer will pay such additional amounts by way of principal, premium or interest 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:

9.3.1 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

9.3.2 (in the case of a payment of principal or premium) 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; or

9.3.3 where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of November 26 to 27, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

9.3.4 presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Bond to another Paying Agent or Conversion Agent in a Member State of the European Union.

9.4 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 and cheques despatched or payment made.

9.5 References in these Conditions to principal, premium and interest shall be deemed also to refer to any additional amounts which may be payable under this Condition or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Trust Deed.

The provisions of this Condition 9 shall not apply in respect of any payments of interest which fall due after the relevant Tax Redemption Date in respect of any Bonds which are the subject of a Bondholder election pursuant to Condition 8.3.

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% 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 pre-funded by the Bondholders to its satisfaction), give notice to the Issuer that the Bonds are, and they shall accordingly thereby become, immediately due and repayable at their Early Redemption Amount together with accrued interest (if any) to the date of payment (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 amounts due in respect of the Bonds and is subsisting for a period of more than seven days;

10.1.2 failure by the Issuer to deliver the Shares as and when such Shares are required to be delivered following conversion of a Bond;

10.1.3 failure by the Issuer to perform or comply with one or more of its other obligations in the Bonds or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 15 days after written notice of such default shall have been given to the Issuer by the Trustee.

10.1.4 failure to implement the springing Second Lien within 90 days once the Security Conditions have been satisfied, subject to regulatory approvals;

10.1.5 any security, once created, ceases to be in full force and effect or does not create the security which it purports to create with the ranking and priority it is expressed to have;

10.1.6 occurrence of an event of default in respect of making required payments when due or, as the case may be, within any applicable grace period in respect of any present or future indebtedness for or in respect of monies borrowed or raised by the Issuer or any of its Material Subsidiaries, and if such default is subsisting for a period of more than 30 days, or acceleration on obligations, in an aggregate amount greater than U.S.$25,000,000;

10.1.7 other than pursuant to the ongoing CDR Scheme, or in accordance with the terms of an agreement with its senior lenders prior to the Closing Date (or any future amendment to the CDR Scheme or such agreement with its senior lenders), the Issuer or any Material Subsidiary is (or is, or could be, declared by 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 a material part of (or a particular type of) its debts, proposes or makes an agreement for the deferral, rescheduling or other readjustment of all of (or a particular type of) its debts (or of any part which it will or might otherwise be unable to pay), 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 or any of its Material Subsidiaries;

10.1.8 legal process is levied and an adverse order is passed and enforced against a material part of the property, assets or revenues of the Issuer or any Material Subsidiary and such process has not been stayed within a period of 45 days;

10.1.9 (i) an order for winding up has been passed in respect of the Issuer or any Material Subsidiary and no appeal against such order has been filed by the Issuer or the Material Subsidiary, as the case may be, within a period of 60 days from the date of the order; or (ii) insolvency proceedings against the Issuer or any Material Subsidiary have commenced and an official liquidator is appointed;

10.1.10 an encumbrancer takes possession or an administrative or other receiver or an administrator is appointed of the whole or a material part of the property, assets or revenues of the Issuer or any of its Subsidiaries (as the case may be) and is not discharged within 90 days;

10.1.11 it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed;

10.1.12 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 or any of its Subsidiaries; 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 the foregoing paragraphs.

For the purposes of this Condition 10:

"**Material Subsidiary**" means:

(a) any Subsidiary of the Issuer that meets the following two tests, each determined under Indian GAAP:

(i) whose gross revenues, as shown by the then latest accounts (consolidated where applicable) of such Subsidiary, constitute at least 5% of the consolidated gross revenues of the Issuer, as shown by the then latest consolidated accounts of the Issuer; and

(ii) whose gross assets, as shown by the then latest accounts (consolidated where applicable) of such Subsidiary, constitute at least 5% of the total consolidated gross assets of the Issuer, as shown by the then latest consolidated accounts of the Issuer;

provided that:

in the case of a Subsidiary acquired, or a company becoming a Subsidiary, (A) after the end of the financial period to which the latest consolidated accounts of the Issuer relates, the reference to the then latest consolidated accounts of the Issuer for the purposes of the calculation above shall, until consolidated accounts of the issuer for the financial period in which the acquisition is made or, as the case may be, in which the relevant company becomes a Subsidiary are published, be deemed to be a reference to the then latest consolidated accounts of the Issuer adjusted (on a pro forma basis if required) to consolidate the latest accounts of all such subsequently acquired Subsidiaries in such accounts; or (B) prior to the end of the financial period to which the latest consolidated accounts of the Issuer relates, the reference to the then latest consolidated accounts of the Issuer for the purposes of the calculation above shall be deemed to be a reference to the then latest consolidated accounts of the Issuer adjusted (on a pro forma basis if required) to consolidate the latest accounts of all such acquired Subsidiaries in such accounts as if such companies had been Subsidiaries for the whole of the financial period to which the latest consolidated accounts of the Issuer relates; or

(b) any Subsidiary of the Issuer to which is transferred all or substantially all of the assets of a Subsidiary which immediately prior to such transfer was a Material Subsidiary, provided that the Material Subsidiary which so transfers its assets shall forthwith upon such transfer cease to be a Material Subsidiary.

10.2 Notwithstanding receipt of any payment after the acceleration of the Bonds, a Bondholder may exercise its Conversion Right by depositing a Conversion Notice with a Conversion Agent or Paying Agent during the period from and including the date of a default notice with respect to an event specified in Condition 10.1.2 (at which time the Issuer will notify the Bondholders of the number of 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.

If any converting Bondholder deposits a Conversion Notice pursuant to this Condition 10 in 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, for the purposes of such Bondholder's exercise of its Conversion Right pursuant to this Condition 10.

If the Conversion Right attached to any Bond is exercised pursuant to this Condition 10, the Issuer will deliver Shares (which number will be disclosed to such Bondholder as soon as practicable after the Conversion Notice is given) in accordance with the Conditions, except that the Issuer shall have 10 business days (as defined in Condition 7.6) before it is required to register the converting Bondholder (or its designee) in its register of members as the owner of the number of Shares to be delivered pursuant to this Condition and an additional five business days (as defined in Condition 7.6) from such registration date to make payment in accordance with the following paragraph.

If the Conversion Right attached to any Bond is exercised pursuant to this Condition 10, the Issuer shall, at the request of the converting Bondholder subject to regulatory approval, pay to such Bondholder an amount in United States dollars (converted from Rupees at the Prevailing Rate) (the "Default Cure Amount"), equal to the product of (x) (i) the number of Shares that are required to be delivered by the Issuer to satisfy the Conversion Right in relation to such converting Bondholder minus (ii) the number of Shares that are actually delivered by the Issuer pursuant to such Bondholders' Conversion Notice and (y) the Closing Price of the 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.

The "Prevailing Rate" shall be the arithmetic average of the spot rates for the purchase of U.S. dollars with Rupees quoted by the State Bank of India on each of the relevant Trading Days or if such rate is not available on such Trading Day, such rate prevailing on the immediately preceding day on which such rate is so available.

The "**Share Price**" means the Closing Price of the Shares on the Conversion Date.

11 Consolidation, amalgamation or merger

The Issuer will not consolidate with, merge or amalgamate into or transfer its assets substantially as an entirety to any corporation or convey or transfer its properties and assets substantially as an entirety to any person (the consummation of any such event, a "**Merger**"), unless:

(i) the corporation formed by such Merger or the person that acquired such properties and assets shall expressly assume, by a supplemental trust deed, all obligations of the Issuer under the Trust Deed, the Agency Agreement and the Bonds and the performance of every covenant and agreement applicable to it contained therein and to 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 Shares which would have become liable to be issued upon conversion of such Bond immediately prior to such consolidation, amalgamation, merger, sale or transfer;

(ii) immediately after giving effect to any such Merger, no Event of Default shall have occurred or be continuing or would result therefrom; and

(iii) 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.

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 premium (if any)) 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 as it may think fit to enforce repayment of the Bonds and to enforce the provisions of the Trust Deed, 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% 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 pre-funded to its satisfaction. No Bondholder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound to do so, fails to do so within a reasonable period and such failure shall be continuing.

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. 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% 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, premium or interest (including default interest) payable in respect of the Bonds (including the Early Redemption Amount or 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, or (v) 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%, or at any adjourned such meeting not less than 25%, 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% 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 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 modifications will be notified by the Issuer to the Bondholders as soon as practicable thereafter.

14.3 Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Bondholders, to 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. In the case of such a substitution the Trustee may agree, without the consent of the Bondholders, to a change of the law governing the Bonds and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Bondholders. 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 (including but not limited to those in relation to any proposed modification, authorisation, waiver or substitution) 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 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, in absence of manifest error, in the Trustee's opinion, be conclusive and binding on all parties) notwithstanding that such certificate or report and/or engagement letter or other document entered into by the Trustee and/or the Issuer 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 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 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 as the Issuer and such Agent may reasonably 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 except for the first payment of interest on them 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 and forming a single series with the Bonds. Any further securities forming a single series with the outstanding securities of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the written consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of securities of other series where the Trustee so decides.

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 or published at the Issuer's expense in a leading newspaper having general circulation in Asia (which is expected to be the Asian Wall Street Journal). Such notices shall be deemed to have been given on the later of the date of such publications. Any such notice shall be deemed to have been given on the later of the date of such publication and the seventh day after being so mailed, as the case may be.

So long as the Bonds are represented by Global Certificates and such Global Certificates is held on behalf of Euroclear or Clearstream or the Alternative Clearing System (as defined in the form of Global Certificates), notices to Bondholders shall be given by delivery of the relevant notice to Euroclear or Clearstream 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 the Registrar 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 any Agent or the Registrar and to appoint additional or other Agents or a replacement Registrar. The Issuer will at all times maintain (i) a Principal Agent, (ii) a Registrar outside the United Kingdom, (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, Transfer and Conversion Agent and shall be referred to in these Conditions as the "**Singapore Agent**") and (iv) a Paying Agent and Conversion Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing the Savings Directive (2003/48/EC) or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000. Notice of any such termination or appointment, of any changes in the specified offices of any Agent or the Registrar 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 45 days' notice will be given.

So long as the Bonds are listed on the Singapore Stock Exchange and the rules of that exchange so require, in the event that the Global Certificates are exchanged for Certificates in definitive form, the Issuer shall appoint and maintain a paying agent in Singapore, where the Bonds may be presented or surrendered for payment or redemption. In addition, in the event that the Global Certificates is exchanged Certificates in definitive form, 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 Certificates in definitive form, 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 pre-funded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer without accounting for any profit.

20 **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of this Bond 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 or the Bonds, the Issuer has in the Trust Deed irrevocably submitted to the courts of England and in relation thereto has appointed Suzlon Wind Energy Limited, now at Global House, 5A Sandy's Row, London E1 7HW, United Kingdom as its agent for service of process in England. Nothing shall affect the right to serve process in any other manner permitted by law.