

**DEBENTURE TRUST DEED**

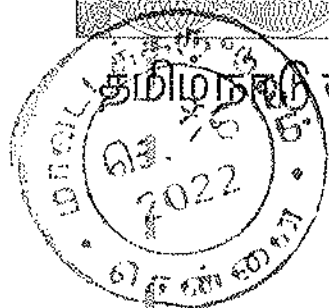
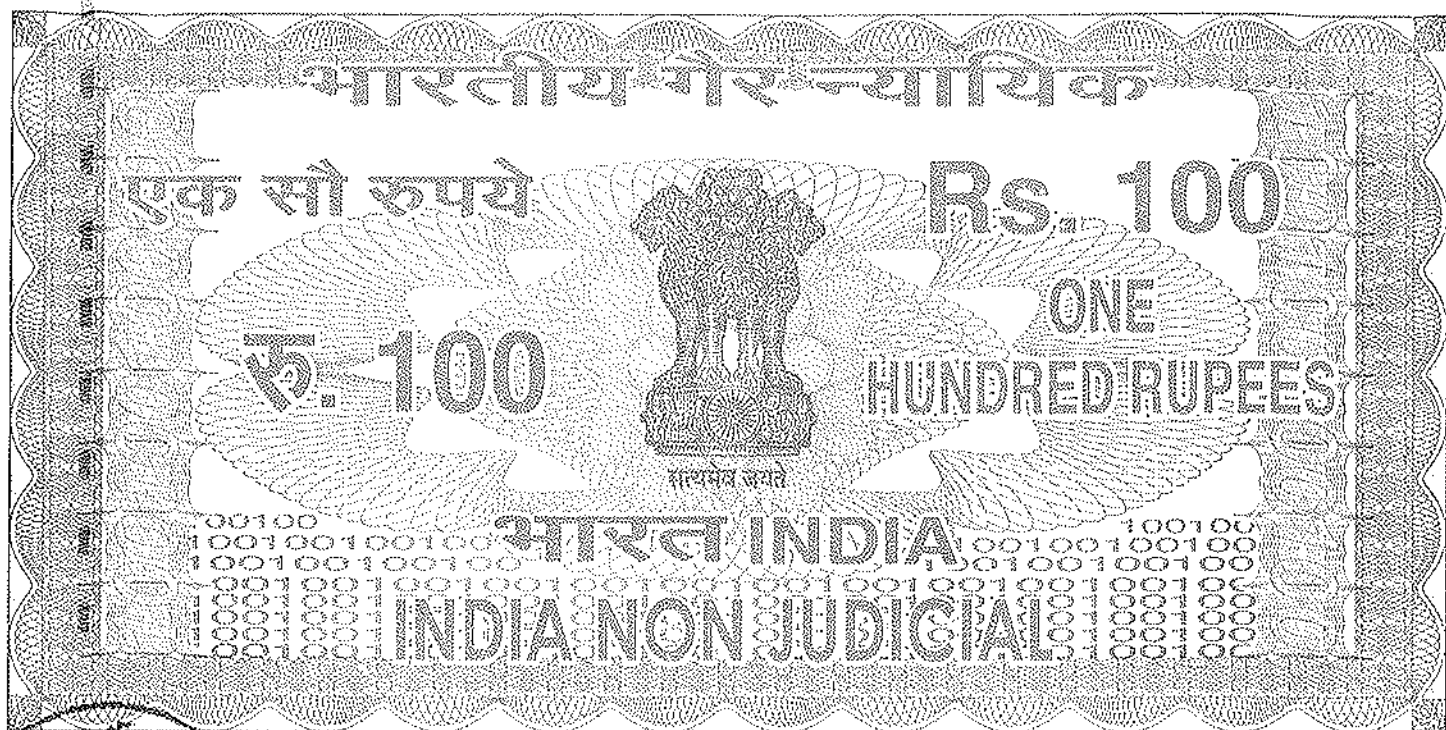
**BETWEEN**

**CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED  
("COMPANY")**

**AND**

**IDBI TRUSTEESHIP SERVICES LIMITED ("TRUSTEE")**

**DATED FEBRUARY 22, 2023**



CHENNAI TAMILNADU  
13 JAN 2023



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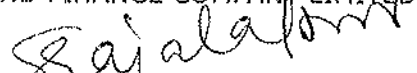
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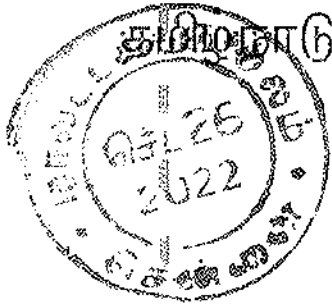
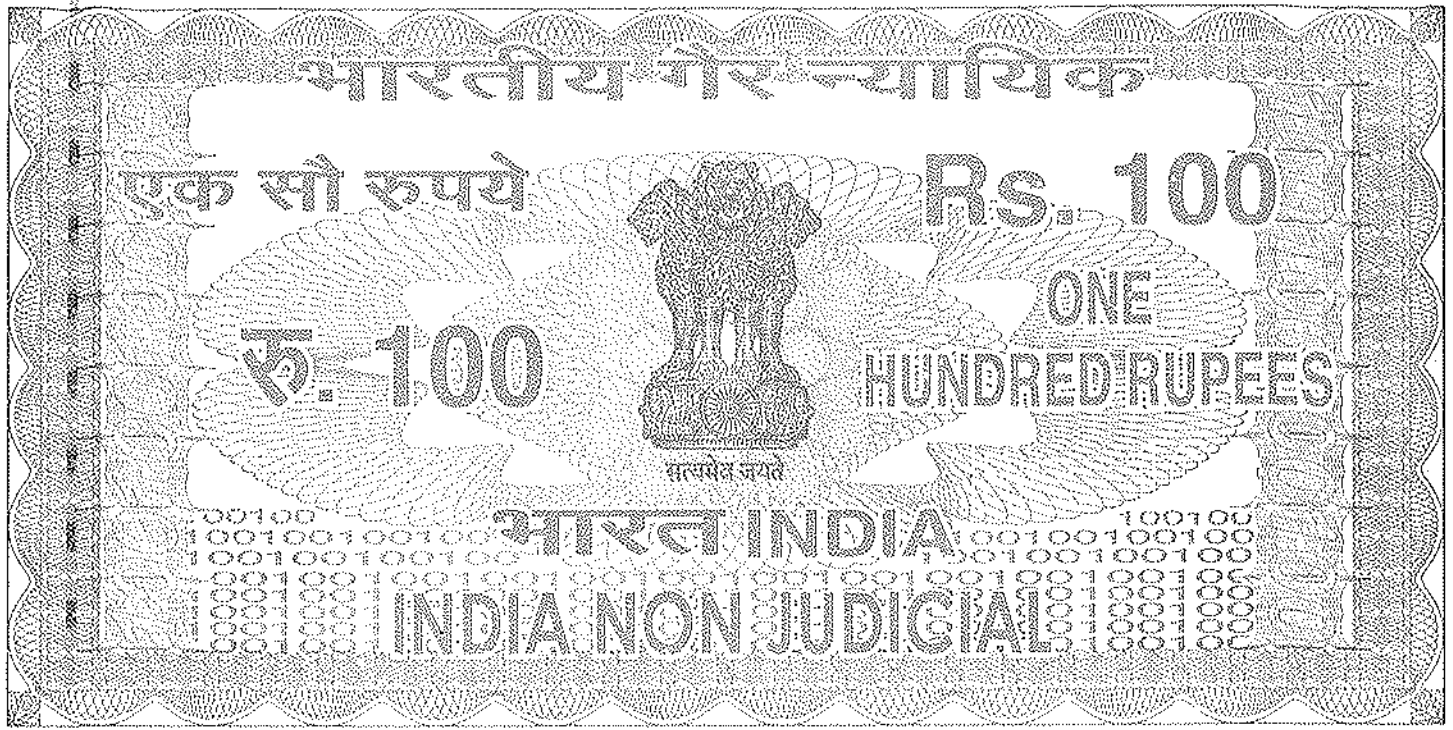
The Non-judicial Stamp forms an integral part of the Debenture Trust Deed dated 22<sup>nd</sup>, February, 2023 entered between Cholamandalam Investment and Finance Company Limited and IDBI Trusteeship Services Limited.

FOR IDBI TRUSTEESHIP SERVICES LTD.

  
AUTHORISED SIGNATORY

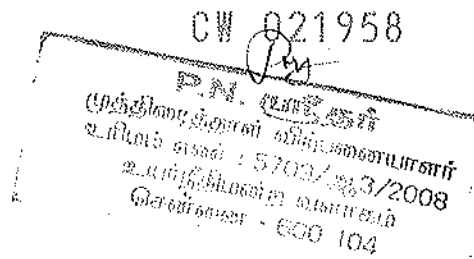
For CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED

  
Authorised Signatory / ies



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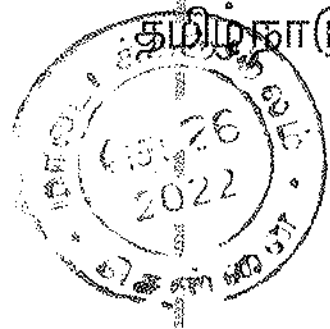
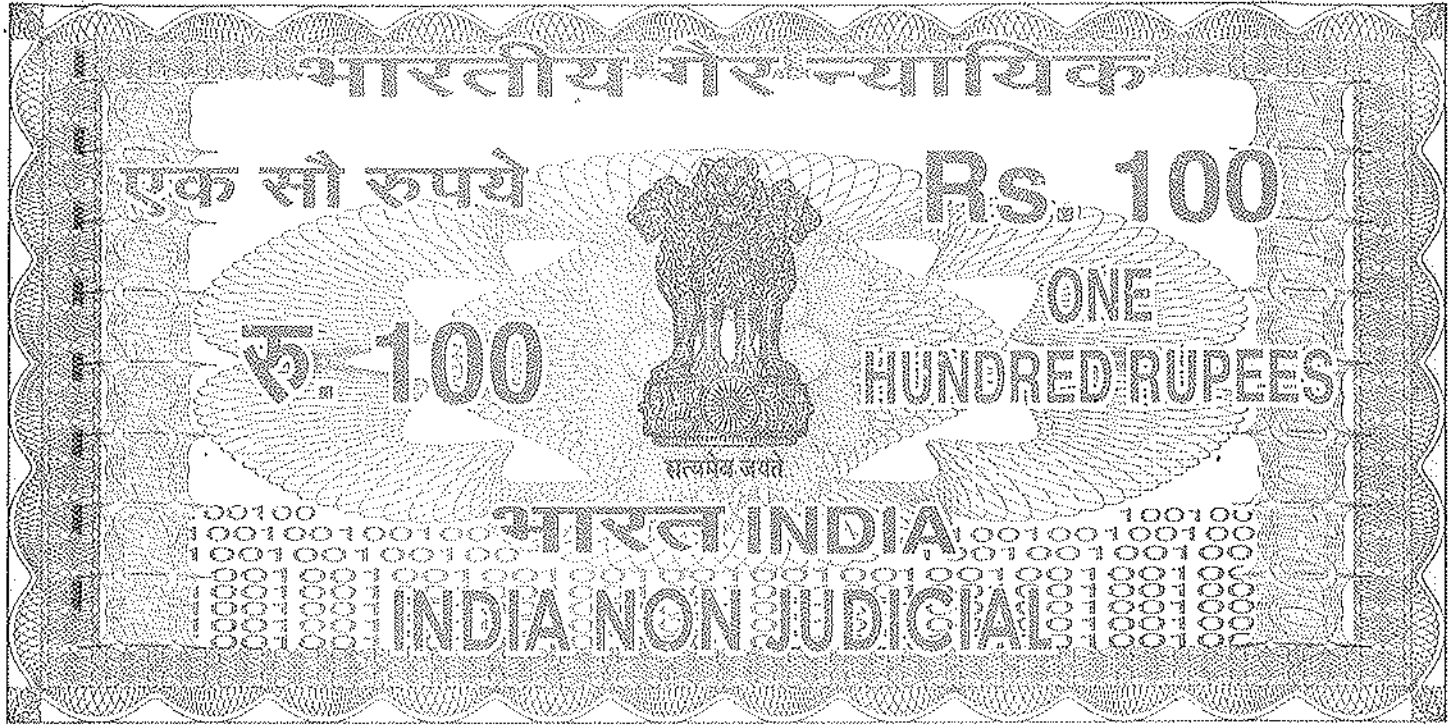
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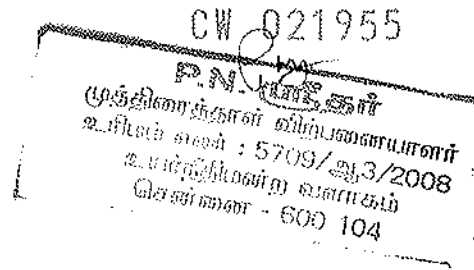
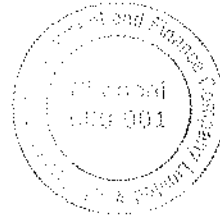
AUTHORISED SIGNATORY

For CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED

*Sapalal*  
Authorised Signatory / les



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FOR IDBI TRUSTEESHIP SERVICES LTD.

*[Signature]*  
AUTHORISED SIGNATORY

For CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED

*[Signature]*  
Authorised Signatory / ies

## DEBENTURE TRUST DEED

This **DEBENTURE TRUST DEED** is made at Chennai on this 22<sup>nd</sup> day of February, 2023.

### BETWEEN

1. **CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED**, a company incorporated under the Companies Act, 1956, and a validly existing company under the Companies Act, 2013, having a corporate identity number (CIN) L65993TN1978PLC007576 and having its registered office situated at Dare House, No.2, N.S.C. Bose Road, Parrys, Chennai 600 001, Tamil Nadu, India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, to be deemed to include its successors and permitted assigns) of the **ONE PART**,  
**AND**
2. **IDBI TRUSTEESHIP SERVICES LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and a validly existing company under the Companies Act, 2013 with corporate identity number (CIN) U65991MH2001GOI131154 and having its registered office situated at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai 400001 (hereinafter referred to as the "**Trustee**" or "**Debenture Trustee**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and assigns for the time being hereof) of the **OTHER PART**.

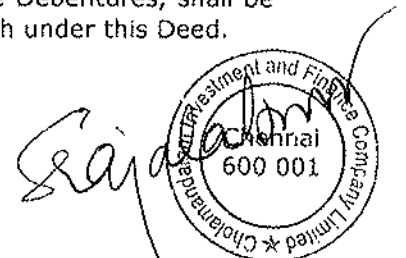
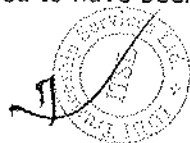
The parties mentioned above are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

### W H E R E A S:

1. The Company is a non-deposit taking non-banking finance company registered with RBI and engaged in the business of providing vehicle finance, loan against property, home loans and corporate finance to its customers.
2. The authorised, issued, subscribed and paid-up capital of the Company as on 31<sup>st</sup> December, 2022 is as follows:

<b>AUTHORISED:</b>	<b>(Rs.)</b>
120,00,00,000 Equity shares of Rs.2/- each	2400000000.00
500,00,00,000 Preference shares of Rs.100/- each	5000000000.00
<b>ISSUED AND FULLY PAID UP:</b>	
82,24,89,986 Equity shares of Rs.2/- each	1644979972.00
<b>SUBSCRIBED &amp; PAID-UP CAPITAL</b>	
82,18,06,216 Equity shares of Rs.2/- each	1643612432.00
Add: Forfeited shares value	654000.00
<b>Total</b>	<b>1644266432.00</b>

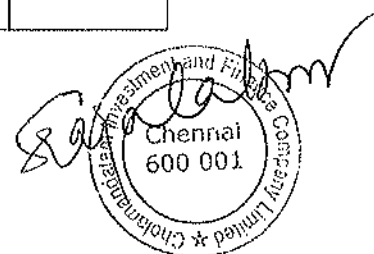
3. In terms of regulation 14 of the SEBI (Debenture Trustee) Regulations, 1993 (as amended from time to time), requirement of all matters contained in section 71 of the Companies Act, 2013 and Form SH-12 specified under the Companies (Share Capital and Debentures) Rules, 2014 to be incorporated and the information to be included as: (i) Part A relating to statutory/ standard information pertaining to the Debentures; and (ii) Part B relating to details specific to the Debentures, shall be deemed to have been incorporated as such and complied with under this Deed.



4. One of the terms of the issue of the Debentures is that the payment and due discharge of the Debt shall be secured by a first ranking exclusive charge by way of hypothecation on Charged Receivables under the Deed of Hypothecation and such other Security Interest on such assets as may be agreed between the Company and the Trustee.
5. The Company has appointed the Trustee as the debenture trustee in relation to the Debentures, and the Trustee has consented, to act as trustee for the Debenture Holders pursuant to the Debenture Trustee Agreement and in accordance with the requirements of the Companies Act, 2013 and the rules made thereunder, SEBI ILNCS Regulations, and SEBI (Debenture Trustee) Regulations, 1993, as amended from time to time.
6. With a view to augment the resources of the Company for general corporate purposes, financing activities, business operations, working capital, repayment of existing treasury maturities as and when required and to be eligible for bank financing purpose, the Company has offered 55,200 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each aggregating to Rs.552,00,00,000/- (Rupees Five Hundred and Fifty Two crores only), and 5,000 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each issued at a premium of Rs.1,00,050/- each aggregating to Rs.50,02,50,000/- (Rupees Fifty crores and Two lakhs Fifty thousand only), under series 633 on private placement basis to a specified class of subscribers. The Company reserves the right to increase/ decrease the size of the issue. In case of over subscription, the basis of allotment shall be decided on first come first served basis.
7. The Company has pursuant to:
  - i. the approval of its board of directors in terms of the resolutions passed under Section 179(3)(c) of the Companies Act, 2013 at the meeting of its board of directors held on 29<sup>th</sup> July, 2022, for the issuance of the Debentures; and
  - ii. approval of its shareholders in terms of special resolution passed on 29<sup>th</sup> July, 2022 under Section 180(1)(c) of the Companies Act, 2013 for overall borrowing limit of Rs.1,10,000 Crores (the present issuance of the Debentures is within the limit),

issued and allotted 55,200 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each aggregating to Rs.552,00,00,000/- (Rupees Five Hundred and Fifty Two crores only), and 5,000 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each issued at a premium of Rs.1,00,050/- each aggregating to Rs.50,02,50,000/- (Rupees Fifty crores and Two lakhs Fifty thousand only), under series 633 on private placement basis as below:

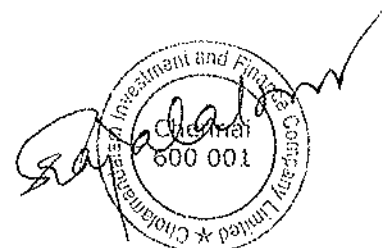
Debenture Allottees	No. of Debentures	Amt (Rs. In crs.)	Series/ Dist. Nos. (Both Inclusive)	Deemed date of allotment	Tenor	Rate of Interest / Frequency	Date of Redemption	Security / Asset Cover
ICICI Bank Limited	20,500	205.00	Series 633 1 – 20500	23-02-2023	1128 days	8.50% / Annual and on maturity	27-03-2026	VF Loan Receivables /LAP. The value of receivables is determined based on the net exposure outstanding and be reviewed on a quarterly basis
HDFC Bank Limited	17,500	175.00	20501-38000					
State Bank of India	5,000	50.00	38001-43000					
Max Life Insurance Co Ltd.	5,000	50.025 (Rs.50.02 5 crs – inflow amount)	43001-48000					



Debenture Allottees	No. of Debentures	Amt (Rs. in crs.)	Series/ Dist. Nos. (Both Inclusive)	Deemed Date of allotment	Tenor	Rate of Interest / Frequency	Date of Redemption	Security / Asset Cover
NPS Trust A/C UTI Retirement Solutions Pension Fund Scheme State Govt	3,000	30.00	48001-51000	23-02-2023	1128 days	8.50% / Annual and on maturity	27-03-2026	VF Loan Receivables /LAP. The value of receivables is determined based on the net exposure outstanding and be reviewed on a quarterly basis
Kotak Mahindra General Insurance Company Limited	2,500	25.00	51001-53500					
NPS Trust A/C UTI Retirement Solutions Pension Fund Scheme Central Govt	2,000	20.00	53501-55500					
Aditya Birla Sun Life Insurance Company Limited	1,500	15.00	55501-57000					
Magma HDI General Insurance Company Limited	1,500	15.00	57001-58500					
Universal Sompo General Insurance Company Limited	1,500	15.00	58501-60000					
A K Capital Finance Limited	200	2.00	60001-60200					
<b>TOTAL</b>	<b>60,200</b>	<b>602.025</b>						

Subscriber(s) are hereinafter collectively referred to as the "**Debenture Holder(s)**").

8. The Debentures are rated as ICRA AA+ stable from ICRA Ltd. and IND AA+ from India Ratings Ltd.
9. Security Cover: The Company undertakes to maintain the Minimum Security Cover during the entire tenure of the Debentures.
10. The Debentures are subject to the provisions of the Companies Act, 2013 and rules framed therein, memorandum and articles of association of the Company, terms of the Disclosure Document (as defined hereinafter), SEBI ILNCS Regulations, SEBI LODR Regulations, the Depositories Act, 1996 and any relevant statutory guidelines, rules and regulations framed thereunder.
11. The Company has made arrangements with Depositories for the issue of the Debentures in dematerialised form. Each Debenture Holder will hold the Debentures in dematerialised form and deal with the same as per the provisions of the Depositories Act, 1996/ rules as notified by the Depositories from time to time.
12. Accordingly, the Company will credit the Debentures to the demat account(s) of the Debenture Holder(s), within the stipulated time as per the listing agreement executed by the Company with National Stock Exchange of India (NSE) in accordance with the timelines prescribed under the Transaction Documents and Applicable Laws.
13. This Deed, amongst others, sets out the terms on which the Debentures are being issued, the rights and powers of the Trustee and the terms and conditions on which the Trust Property is to be held and administered by the Trustee for the benefit of the Secured Parties.



**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

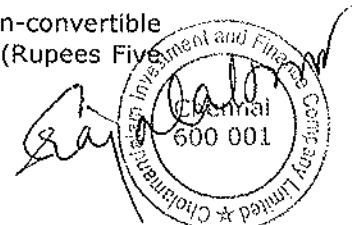
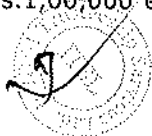
**PART A: STATUTORY/ STANDARD INFORMATION**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In these presents unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meanings:

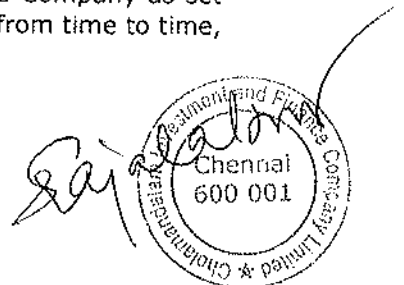
- (a) **"Act"** means The Companies Act, 2013 and for any matters or affairs prior to the notification of the relevant provisions of the Companies Act, 2013, the Companies Act, 1956 and shall include the rules, regulations, circulars and notifications issued thereunder and any other statutory amendment or re-enactment thereof.
- (b) **"Applicable Law(s)"** means all applicable laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any governmental authority or person acting under the authority of any governmental authority and/ or of any statutory authority, and specifically including, the RBI, SEBI and/ or of a stock exchange, whether in effect on the date of this Deed or thereafter.
- (c) **"Business Day"** means a day (other than Saturday, Sunday and/ or a bank holiday) on which banks and stock exchanges are open for general business in Mumbai.
- (d) **"Company Loan Documents"** means:
  - (i) any loan agreement or agreements in connection with subscription of non-convertible debentures (together with any amendment or supplemental agreement thereto) entered into between the Company and any other person in relation to the loans extended by the Company, as amended, modified or altered from time to time; and
  - (ii) all other agreements, instruments, undertakings, indentures, deeds and writings and other documents (whether for advance of the loans extended by the Company or creation of any Security Interest or taking of any collateral whatsoever in respect thereof) executed or entered into by the Company with any other Person in relation, or pertaining to the transaction contemplated by, or in connection with the loans extended by the Company, as amended, modified and supplemented from time to time.
- (e) **"Company Customers"** means any person to whom the Company extends loans in its ordinary course of business pursuant to the Company Loan Documents.
- (f) **"Charged Receivables"** shall have the meaning ascribed to such term in the Deed of Hypothecation.
- (g) **"Coupon"** means interest payable on the Debentures at the Coupon Rate in accordance with the terms set out in this Deed.
- (h) **"Coupon Rate"** means an interest rate as specified in the Term Sheet till the Debt has been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Trustee in accordance with the terms of the Transaction Documents.
- (i) **"Debentures"** means the 55,200 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each aggregating to Rs.552,00,00,000/- (Rupees Five



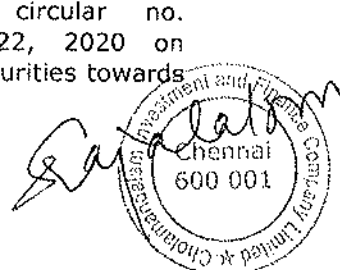


Hundred and Fifty Two crores only), and 5,000 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each issued at a premium of Rs.1,00,050/- each aggregating to Rs.50,02,50,000/- (Rupees Fifty crores and Two lakhs Fifty thousand only), under series 633 in one or more series constituted and issued or to be issued by the Company to the Debenture Holders in terms of the Disclosure Document and pursuant to this Deed.

- (j) **"Debenture Trustee Agreement"** means the debenture trustee agreement dated on or about the date hereof entered into between the Company and the Trustee for the appointment of the Trustee as a trustee for the Debenture Holders.
- (k) **"Debenture Holder(s)"** means the several persons/ bodies who are, for the time being owners of the Debentures, holding Debentures in electronic (dematerialised) form, whose names appear in the register of beneficial owner(s) held by the Depository viz., NSDL and/ or CDSL as the case may be and/ or whose names are entered in the register of Debenture Holder(s), as hereinafter mentioned.
- (l) **"Debenture Regulations"** means the SEBI ILNCS Regulations, the SEBI LODR Regulations and all the rules, regulations, notifications, circulars, press notes or orders, issued by SEBI or any other governmental authority in relation to, or in connection with, non-convertible debentures.
- (m) **"Debt"** means at any time all nominal value i.e. principal amount, coupon and any other amounts payable by the Company to the Secured Parties or any other person, pursuant to the terms of the Transaction Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).
- (n) **"Deed"** means this debenture trust deed (together with all its Schedules), as may be amended, modified, supplemented, novated and/ or restated from time to time.
- (o) **"Deemed Date of Allotment"** with respect to each series of Debentures, has the meaning ascribed to it under each Term Sheet.
- (p) **"Deed of Hypothecation"** means the unattested deed of hypothecation entered into or to be entered into between the Company and the Trustee creating a first ranking and exclusive charge on the Charged Receivables by way of hypothecation.
- (q) **"Disclosure Document"** means a shelf disclosure document, or any information memorandum and any updates, if any, each Term Sheet and each Offer Letter issued or to be issued by the Company in connection with the issue of the Debentures on a private placement basis in accordance with Applicable Laws.
- (r) **"Depository"** means National Securities Depositories Limited ("**NSDL**") and/ or Central Depository Services (India) Limited ("**CDSL**"), as the case may be.
- (s) **"EBP Circular"** means the circular titled 'Electronic book mechanism for issuance of securities on private placement basis' (SEBI/HO/DDHS/CIR/P/2018/05) dated 5 January 2018 issued by SEBI, as amended, supplemented or revised from time to time.
- (t) **"Event of Default"** means the occurrence of an event or circumstance specified as such in Clause 7 (*Events of Default*) other than Clauses 7.15 (*Remedies and Costs and Expenses*).
- (u) **"Financial Covenants"** means covenants to be complied by the Company as set out under Clause 5 (Financial Covenants) and as the same may, from time to time, be modified in accordance with these presents.

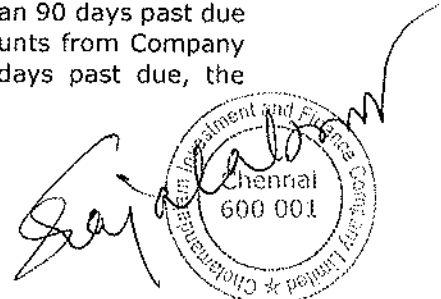


- (v) **"Financial Quarter"** means a period commencing on the day immediately following one Quarter End Date and ending on (and including) the next Quarter End Date.
- (w) **"Financial Year"** means accounting period commencing from April 1<sup>st</sup> of each year till March 31<sup>st</sup> of the next year.
- (x) **"Final Settlement Date"** means the date when all the Debt has been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Trustee in accordance with the terms of the Transaction Documents.
- (y) **"Further Pari Passu Indebtedness"** means the financial indebtedness to be availed by the Company by way of credit facilities or non-convertible debentures, as the case may be, to the extent expressly permitted under the Transaction Documents, which shall be secured by way of a first ranking *pari passu* Security Interest on all the Charged Receivables (or part thereof).
- (z) **"Majority Debenture Holders"** means such number of Debenture Holders collectively holding not less than 75% (Seventy Five per cent.) of the nominal value of the Debentures then outstanding.
- (aa) **"Offer Letter"** means the private placement offer letter in Form PAS-4 in accordance with the Companies Act and the rules made thereunder.
- (bb) **"Permitted Encumbrance"** means: (i) the Security granted or to be granted under the Security Documents; and (ii) the Security granted or to be granted in the ordinary course of business of the Company, including Security granted or to be granted for any Further Pari Passu Indebtedness, sale, assignment or securitisation of non-performing assets or covered bond transactions.
- (cc) **"Quarter End Date"** means any of March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> in any year, as applicable.
- (dd) **"RBI"** means the Reserve Bank of India, established under the Reserve Bank of India Act 1934 of India.
- (ee) **"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Receivables.
- (ff) **"Receivables"** means all and any of the monies, cash flows, receivables, proceeds accruing to the Company, amounts owing to, and receivable by the Company and/or any person on its behalf, all book debts, present or future, arising from/ in connection with the business of the Company, both present and future, payable by or on behalf of the Company Customers to the Company, pursuant to a rupee loan, or any external commercial borrowing, lent and advanced by the Company pursuant to the Company Loan Documents as are Standard Assets, including without limitation:
  - (a) all principal amounts;
  - (b) all amounts on account of interest (including, without limitation, default or additional interest); and
  - (c) all prepayment amounts and amounts due on account of termination and/ or prepayment including liquidated damages and break costs, if any.
- (gg) **"Recovery Expense Fund"** shall mean fund contributed by the Company towards creation of a recovery expense fund as required to be created in terms of the Regulation 15(1)(h) of SEBI ILNCS Regulations and circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020 on "Contribution by Issuers of listed or proposed to be listed debt securities towards



creation of "Recovery Expense Fund" issued by SEBI, as amended from time to time.

- (hh) "**Repay**" shall include "Redemption" and vice-versa and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.
- (ii) "**SEBI**" means the Securities and Exchange Board of India.
- (jj) "**SEBI Debenture Circulars**" shall mean circulars regarding debt instruments and debenture trustees issued by SEBI bearing reference numbers (i) SEBI/HO/DDHS/CIR/P/2020/198 and dated October 5, 2020; (ii) SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 and dated October 13, 2020; (iii) SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020; (iv) SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 and dated November 3, 2020; and (v) SEBI/HO/MIRSD/CRADT/CIR/P/2020/230 and dated November 12, 2020 read in conjunction with SEBI circular no. SEBI/HO/MIRSD/MIRSD\_CRADT/CIR/P/2022/67 dated May 19, 2022 and (vi) SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021.
- (kk) "**SEBI ILNCS Regulations**" means the Securities and Exchange Board of India (Issue and Listing of Non-convertible Securities) Regulations, 2021, as may be amended, modified or supplemented from time to time.
- (ll) "**SEBI LODR Regulations**" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended, modified or supplemented from time to time.
- (mm) "**Security Cover**" shall mean the Receivables as are Standard Assets whose value shall be equal to at least 1 (one) time the amounts outstanding under the Debentures.
- (nn) "**Security**" means the Security Interest and rights created or to be created in terms of this Deed and other Security Document.
- (oo) "**Security Interest**" means any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, guarantee, assignment, deed of trust, title retention, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economical or financial effect similar to the undertakings or security net arrangement, any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any person, and any adverse claim as to title, possession or use.
- (pp) "**Secured Parties**" shall collectively mean the Trustee and the Debenture Holders.
- (qq) "**Security Documents**" means the following:
- (i) the Deed of Hypothecation;
- (ii) any other document entered into from time to time for creation of, or evidencing the creation of, any Security Interest for the benefit of the Secured Parties and designated as a 'Security Document' by the Trustee and the Company.
- (rr) "**Standard Asset**" shall mean receivables that are not more than 90 days past due and shall include such receivables where upon receipt of amounts from Company Customers towards such receivables as are more than 90 days past due, the



amounts so received are sufficient to ensure that such receivable is less than 90 days past due.

- (ss) **"Stressed Assets Framework"** means the Reserve Bank of India's Prudential Framework for Resolution of Stressed Assets dated June 7, 2019, as amended, modified, clarified, supplemented or replaced from time to time by any rules, regulations, notifications, circulars, press releases or orders by the RBI or any other governmental authority in this regard.
- (tt) **"Subscription Amount"** means the aggregate amount up to Rs.602,02,50,000/- (Rupees Six Hundred and Two Crores and Two Lakhs Fifty Thousand only), paid by the Debenture Holders towards subscription of the Debentures.
- (uu) **"Terms and Conditions"** means covenants and conditions on the part of the Company to be observed and performed as set out in the First Schedule and as the same may, from time to time, be modified in accordance with these presents.
- (vv) **"Transaction Documents"** means:
  - (i) this Deed;
  - (ii) the Debenture Trustee Agreement;
  - (iii) each Disclosure Document;
  - (iv) each Security Document; and
  - (v) any other document that may be designated as a Transaction Document by the Trustee and the Company.
- (ww) **"Term Sheet"** means each term sheet or pricing supplement which may be issued pursuant to a Disclosure Document.
- (xx) **"Trust Property"** means the Initial Contribution, and all other security (including any substitution or replacement thereof) created or to be created, now or in the future, by any the Company or any other person under or pursuant to any Security Document in favour of the Trustee, all of the Trustee's rights under and pursuant to any Transaction Document and all sums received by the Trustee under or pursuant any Transaction Document (save for any sums received solely for its own account), all monies received by it out of, whether prior to or as a result of enforcement of the security created hereunder or under any Security Document or the exercise of rights and remedies under any Transaction Document.

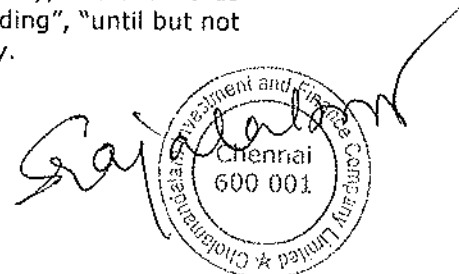
## 1.2 Interpretation

Unless a contrary indication appears, any reference in this Deed to:

- (a) The recitals and Schedules constitute an integral and operative part of this Deed.
- (b) Unless the context otherwise requires, reference to a Clause and/ or a Schedule is to a clause and/ or schedule of this Deed and reference to a paragraph is to a paragraph of a Schedule to this Deed.
- (c) Headings to Clauses, Schedules and parts and paragraphs of the Schedules are for convenience only and do not affect the interpretation of this Deed.
- (d) Reference to any statute or statutory provision shall include:



- (i) all statutory instruments or orders including subordinate or delegated legislation (whether by way of rules, regulations, notifications, bye-laws and guidelines) made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
  - (ii) such provision and any provision under (i) above, each as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Deed and (to the extent liability thereunder may exist or can arise) shall include any past statute or statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the statute or statutory provision referred to has directly or indirectly replaced.
- (e) Reference to any document includes an amendment to that document, but disregarding any amendment made in breach of this Deed.
  - (f) Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.
  - (g) Words denoting the singular shall include the plural and vice versa.
  - (h) Words denoting any gender include all genders.
  - (i) Reference to the word "include" or "including" shall be construed without limitation.
  - (j) References to a "person" or "Person" (or to a word importing a person) shall be construed so as to include:
    - (k) individual, sole proprietorship, firm, partnership, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any governmental authority or other entity or organisation (whether or not in each case having separate legal personality);
  - (l) that person's successors in title, legal heirs, executors, and permitted transferees and permitted assignees; and
  - (m) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorised representatives.
  - (n) Reference to a "Party" to any document includes that Party's successors, legal heirs, executors and permitted transferees and permitted assignees, as the case may be.
  - (o) Words "hereof", "herein", "hereto", "hereunder" and words of similar import when used with reference to a specific clause in this Deed shall refer to such clause in this Deed and when used otherwise than in connection with specific clauses shall refer to this Deed as a whole.
  - (p) In the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively, and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including" respectively.



- (q) Where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.
- (r) Any consent, approval, determination, waiver or finding to be given or made by any Debenture Holder shall be made or given by such Debenture Holder in its sole discretion.
- (s) Any reference to the Trustee shall be a reference to the Trustee in its capacity as the trustee of the Debenture Holders.
- (t) Unless a contrary indication appears, a term used in any other Transaction Document or in any notice or certificate given under or in connection with any Transaction Document has the same meaning in that Transaction Document, notice or certificate as in this Deed.
- (u) Words and expressions defined in the Terms and Conditions shall, where used in these presents, have the same meanings save where such meaning would render the same inconsistent with the definitions in this Clause.
- (v) The terms or provisions as contained in this Deed are subject to the provisions of the SEBI (Debenture Trustee) Regulations, 1993, SEBI ILDS Regulations, SEBI LODR Regulations and the Companies Act, 2013 and the rules made thereunder, as amended from time to time.
- (w) Any approval, authorisation, consent, waiver, direction, instruction given, or any action taken by the Debenture Trustee will be with the prior consent of the Majority Debenture Holder or as per this Deed.

## 2. APPOINTMENT OF THE TRUSTEE AND DECLARATION OF TRUST

### 2.1 Appointment of the Trustee

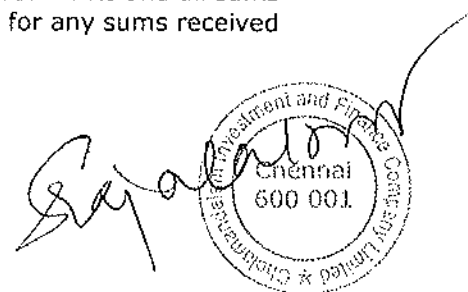
The Company has appointed IDBI Trusteeship Services Limited as the Trustee pursuant to the Debenture Trustee Agreement. The Trustee has agreed and hereby re-affirms that it shall act as the debenture trustee for the benefit of the Secured Parties and their successors, transferees and assigns under the trust created pursuant to Clause 2.2 (*Declaration of trust by the Trustee*) below.

### 2.2 Declaration of Trust by the Trustee

The Company hereby settles in trust with the Trustee the sum of Rs.1,000/- (Rupees One Thousand Only) as the initial corpus of the trust established under this Deed ("**Initial Contribution**"). The Trustee hereby declares and confirms that it has, simultaneously with the execution of this Deed, kept apart the Initial Contribution of the trust created in terms of this Deed, to have and hold the same together with all additions or accretions thereto including the investments representing the same, subject to the provisions herein contained.

The Trustee hereby declares that in relation to the Debenture Holders, it shall, as the case may be, hold:

- (a) the Initial Contribution;
- (b) the Security Interest created under the Security Documents;
- (c) all of its rights under or pursuant to the Transaction Documents and all sums received by it under the Transaction Documents (save for any sums received solely for its own account); and



- (d) all monies received by it out of, whether prior to or as a result of enforcement of the security created under the Transaction Documents or the exercise of rights and remedies under the Transaction Documents,

upon trust and for the benefit of the Secured Parties and subject to the provisions contained herein, for due payment and discharge of the Debt.

### **3. POWERS AND DUTIES OF THE TRUSTEE**

#### **3.1 Power of the trustee to invest unclaimed amount**

After provision for payment and satisfaction of the Debentures is made by the deposit in a Bank as aforesaid, the Trustee may invest the same in any of the investments herein authorised.

#### **3.2 Trustee's rights to carry on business**

On the occurrence of any Event of Default and upon the security hereby constituted becoming enforceable and after the Trustee shall have made entry or taken possession of the Charged Receivables and until the Charged Receivables shall be sold, called in, collected, the Trustee though not bound to may, if they shall think fit so to do but not otherwise, and with the consent of the Debenture holder(s) either: (a) themselves carry on and manage the business of the Company in and with the Charged Receivables or any of them; or (b) appoint a Receiver to carry on and manage the same and the Trustee or the Receiver may manage and conduct the same as they shall in their discretion think fit.

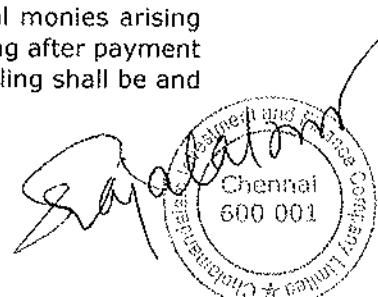
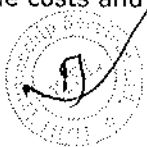
#### **3.3 Power of Trustee to borrow**

The Trustee may pursuant to a Majority Resolution, raise or borrow moneys on the security of the Charged Receivables or any part thereof ranking either in priority or *pari passu* or subsequent to these presents as the Trustee with such consent or sanction shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise of any powers duties or obligations of the Trustee or the Receiver or otherwise in relation to the Charged Receivables or these presents or for the purpose of paying off or discharging any charges for the time being on the Charged Receivables or any part thereof or any costs charges and expenses which shall be incurred by the Trustee under or by virtue of these presents and the Trustee may raise and borrow such moneys as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Trustee shall think fit.

#### **3.4 Power of Trustee to permit the Company to deal with properties**

On the occurrence of any of the Events of Defaults and after the Security becomes enforceable, the Trustee may, at the cost and request of the Company, and with the consent of the Debenture Holder(s) do or concur with the Company in doing all or any of the things which the Company might have done in respect of the Charged Receivables and particularly, but not by way of limitation may sell, call in, collect, convert, lease, purchase, substitute, exchange, surrender, develop, deal with or exercise any right in respect of all or any of the Charged Receivables upon such terms and for such consideration as the Trustee deem fit.

PROVIDED THAT all property of any description and all net capital monies arising from or receivable upon any such dealing as aforesaid and remaining after payment there from of the costs and expenses of and incidental to such dealing shall be and



become part of the Charged Receivables and shall be paid to or vested in or specifically charged in favour of the Trustees in such manner as the Trustee shall require.

### **3.5 Authorised investments**

Any moneys which under the trust or powers herein contained ought to be invested by the Trustee may be invested in the name of the Trustee or under the legal control of the Trustee in any of the investments by law authorised for investment of trust moneys for the time being in force in India with power to vary and transpose such investments and in so far as the same shall not be invested shall be placed on deposit in the name of the Trustee in scheduled bank or banks.

### **3.6 Power of Trustee upon execution being levied**

In addition to the powers hereinbefore given, the Trustee may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Charged Receivables which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Company or be otherwise in jeopardy. Where a Receiver is appointed under this Clause, the provisions of Clauses 3.3 and 3.2 hereof shall apply *mutatis mutandis* and the Trustee may at any time give up possession or discharge the Receiver.

### **3.7 Trustee may give up possession**

If and when the Trustee shall have made an entry into or taken possession of the Trust Properties under the powers conferred upon the trustee by these presents, the Trustee, with the authority of a Majority Resolution or with the consent in writing of the Majority Debentures Holders may at any time afterwards give up possession of the Charged Receivables or any of them or any part or parts thereof to the company either unconditionally or upon such terms and conditions as may be specified in such resolution or consent.

### **3.8 Application of monies from business**

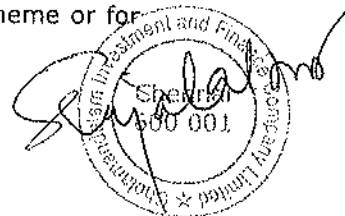
The Trustee shall out of the monies received by the Trustee in carrying on the business as mentioned in Clause 3.2 above, and out of the rents, profits and income of the Charged Receivables, pay and discharge the costs, charges and expenses incurred in carrying on the business including the remuneration of the Receiver (if any) and in the management of the Charged Receivables or in the performance or exercise or the attempted performance or exercise of the powers and duties under these presents and all other outgoings which the Trustee or Receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under these presents.

### **3.9 When trustee may interfere**

Until the happening of any of the Events of Default set out in Clause 7 hereunder the Trustee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Company or its business or the custody, care, preservation or repair of the Charged Receivables or any part thereof.

### **3.10 Claim for compensation monies**

In the event of the government taking over the management of the Company and/ or the Charged Receivables and/ or the entire undertaking of the Company and/ or in the event of nationalisation of the Company or its business or a moratorium being passed or in case the running of the business of the Company or its management or control is taken away either as part of any unemployment relief scheme or for





any other reason whatsoever, or under the provisions of The Industries (Development and Regulation) Act, 1951 or under any other Act, the Trustee shall be entitled to receive the whole of the compensation, upto the value of the Security, to which the company shall be entitled and to apply the same or a sufficient portion thereof in accordance with provisions set out in Clause 8.2 and all monies secured hereunder shall become immediately payable and the security created hereunder shall become enforceable.

**3.11 Purchasers and persons dealing with trustee not put on enquiry**

No purchaser or other persons dealing with the Trustee or any Receiver appointed by them or their attorneys or agents shall be concerned to inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains due on the Security of these presents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any sale, calling in, collection or conversion or to see to the application of any money paid to the Trustee or Receiver and in the absence of *mala fides* on the part of such purchaser or other person such dealing be valid and effectual accordingly and the remedy of the Company or its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.

**3.12 Receipt of Trustee to be effectual discharge**

Upon any such sale, calling in, collection or conversion as aforesaid and upon any other dealing or transaction under the provisions herein contained the receipt of the Trustee for the purchase money of any of the Charged Receivables sold and for any other monies paid otherwise howsoever to them shall effectually discharge the purchaser or purchasers or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.

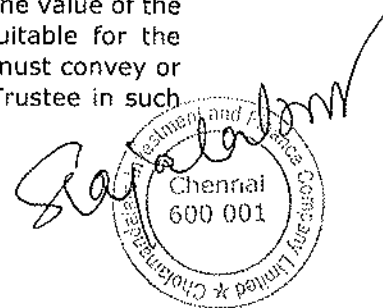
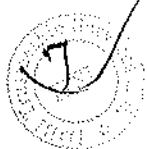
**3.13 Rights of Trustee**

In addition to the other powers conferred on the Trustee and provisions for their protection and not by way of limitation or derogation of anything in these presents contained nor of any statute limiting the liability of the Trustee. It is expressly declared as follows:

- (i) The Trustee do not make any representation and warranty as to the adequacy of the security for the Debentures.
- (ii) The Trustee, "ipso facto" does not have the obligations of the Company as a principal debtor or as a guarantor as to the monies paid/ invested by the Debenture Holder(s) for the Debentures.

**3.14 Power of Company to withdraw property on substituting other property**

The Company shall be at liberty at any time during the continuance of this security, with the prior permission in writing of the Trustee and/ or Debenture Holder(s) to withdraw any of the Charged Receivables from such of the trusts, powers and provisions hereof as exclusively relate to the Charged Receivables upon substituting other property whether of the same or different tenure or kind but of a value equal to or greater than the value of the property proposed to be withdrawn. But, before the Trustee permits the Company to withdraw any property under this Clause, the Company must prove to the satisfaction of the Trustee that the property proposed to be substituted for the same is of a value equal to or greater than the value of the property proposed to be withdrawn and that such property is suitable for the purpose of business of the Company upon such proof being given, must convey or assign or cause to be conveyed or assigned such property to the Trustee in such



manner as they shall direct UPON THE TRUSTS hereof relating to the Charged Receivables and the Trustee shall be at liberty to re-convey to the Company or as the Company may direct the property to be withdrawn TO HOLD the same free from such of the trusts, powers and provisions hereof as exclusively relate to the Charged Receivables and a declaration in writing signed by the Trustee that the proof aforesaid has been furnished to their satisfaction shall be conclusive evidence in favour of the Trustee and the following provisions shall have the effect, that is to say:-

- a) The Trustee may accept a certificate signed by any one of the directors of the Company to the effect that any such property purported to be substituted is in his opinion suitable for the purpose of business of the Company as sufficient evidence of the fact;
- b) The Trustee shall be at liberty to accept the fact that the Company has given a specified price for any such property proposed to be substituted as sufficient evidence that the same is worth such price but they may in their discretion require a written report of a valuer or chartered accountant appointed/ approved by them.

### **3.15 Release/ exclusion of part property from purview of security**

At the request of the Company, the Trustee may release/ exclude a part of the Charged Receivables temporarily or permanently from the security created/ to be created for the Debentures, subject to the Company maintaining the Minimum Security Cover as stipulated under these presents and subject to such other terms and conditions as may be stipulated by the Trustee.

### **3.16 Breach of covenant by the Company may be waived**

The Trustee after consulting the Debenture Holder(s) may, at any time, waive such terms and conditions as to them shall seem expedient any breach by the Company of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee in respect of any subsequent breach thereof.

### **3.17 Power of Trustee to delegate**

The Trustee hereof being a company or a corporation or any institution in the public sector may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them by these presents act by an officer or officers for the time being of the Trustee and the Trustee may also, whenever they think it expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Trustee may think fit.

### **3.18 Power of Trustee to employ agents**

The Trustee may, in carrying out the trust business employ and pay any person or concur in transacting any business and do or concur in doing all acts required to be done by the Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by them in connection with the trusts hereof and also their reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with these presents.

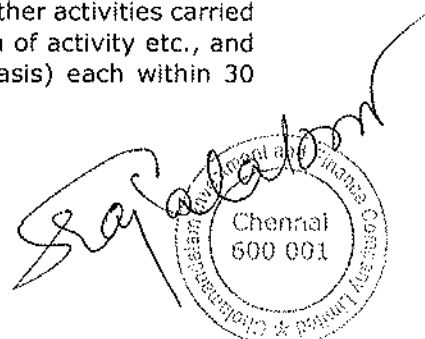
### **3.19 Appointment of Trustee as attorneys of the Company**



The Company hereby irrevocably appoints the Trustee to be the attorneys of the Company in the name and on behalf of the Company upon occurrence of an Event of Default to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Trustee be necessary or expedient that the Company should execute sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Company by these presents or of giving to the Debenture Holder(s) or to the Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred upon the Trustee or any Receiver appointed by them.

### 3.20 Compliance with relevant laws by the Trustee

- (a) The Trustee hereby agrees, undertakes and covenants that it will at all times until the Final Settlement Date:
  - (i) comply with Debenture Regulations and SEBI (Debenture Trustees) Regulations, 1993;
  - (ii) comply with SEBI Circular dated November 3, 2020 bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 on creation of security in issuance of listed debt securities and due diligence by debenture trustee(s) ("**SEBI Circular on Due Diligence**") including issuing a due diligence certificate by the Trustee to the Company in respect of the Security in the format prescribed under the SEBI Circular on Due Diligence.
  - (iii) comply with the SEBI Circular dated November 12, 2020 bearing reference number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 read in conjunction with SEBI circular no. SEBI/HO/MIRSD/MIRSD\_CRADT/CIR/P/2022/67 dated May 19, 2022 on Monitoring and Disclosures by Debenture Trustee(s) ("**SEBI Circular on Disclosures by Trustee**") including:
    - (A) making the following disclosures on its website in the format prescribed under the SEBI Circular on Disclosures by Trustee:
      - 1. details of revision in credit ratings and status of payment of interest/ principal by the Company on a continuous basis within 1 (one) day from receipt of information;
      - 2. Monitoring of Security cover certificate and quarterly compliance report of the Company on a quarterly basis within 60 (sixty) days of end of each Financial Quarter;
      - 3. Details of Debenture issues handled by debenture trustee and their status; status of information regarding breach of covenants/ terms of the issue, if any action taken by debenture trustee; and complaints received by debenture trustee(s) including default cases, on a half-yearly basis within 60 (sixty) days of the end of each half-year;
      - 4. Status regarding maintenance of accounts maintained under supervision of debenture trustee; status of information regarding any default by listed entity and action taken by debenture trustee; and monitoring of utilization certificate, on an annual basis within 75 (seventy-five) days of the end of the Financial Year.
    - (B) furnish (i) half yearly compliance report (in the format prescribed under the SEBI Circular on Disclosures by Trustee); (ii) details of other activities carried out by the Trustee including type of activity, description of activity etc., and (iii) risk-based supervision report, (on a half yearly basis) each within 30 (thirty) days of the end of each half year.



#### 4. TERMS OF DEBENTURES

##### 4.1 Amount of Debentures and Covenant to pay principal and coupon

- (a) The Debentures constituted and issued hereunder for the time being in electronic (dematerialised) form on private placement basis comprising of 55,200 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each aggregating to Rs.552,00,00,000/- (Rupees Five Hundred and Fifty Two crores only), and 5,000 secured listed rated redeemable non-convertible Debentures of Rs.1,00,000 each issued at a premium of Rs.1,00,050/- each aggregating to Rs.50,02,50,000/- (Rupees Fifty crores and Two lakhs Fifty thousand only), under series 633 in one or more series more particularly described in the First Schedule.
- (b) The Company covenants with the Trustee that it shall pay to the Debenture Holder(s) the principal amount being the nominal amount of the Debentures on the dates mentioned in the condition No.3 of the Terms and Conditions and shall also pay interest being the coupon (including compound interest where applicable) on the Debentures in accordance with provisions set out in condition No.2 of the Terms and Conditions.

*Provided that if so called upon by the Trustee for the Debenture Holder(s), the Company shall make payments as aforesaid to or to the order of or for the account of the Trustee at Chennai and such payment shall be deemed to be in satisfaction of the aforesaid covenant of the Company to make such payments to the Debenture Holder(s).*

##### 4.2 Terms

- (a) The Debentures shall be subject to the Terms and Conditions.
- (b) The Debenture Holders shall make payments towards subscriptions for the Debentures into the pursuant to the electronic book building mechanism set out in the EBP Circular.

##### 4.3 Dematerialised Form

The Company has entered into depository arrangements with NSDL and/ or CDSL as the case may be from time to time for the issue of the Debentures in dematerialised form. The Debentures shall be issued in dematerialized form on the Deemed Date of Allotment and credited to the demat account of the Debenture Holders within 2 (two) Business Days from the Deemed Date of Allotment. The Debenture Holders shall hold the Debentures in dematerialised form and shall deal with the same as per the provisions of the Depositories Act, 1996 and the regulations thereunder, the rules and bye-laws of the Depository as the case may be from time to time and other applicable law.

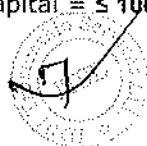
##### 4.4 Credit Rating

The Debentures are rated as ICRA AA+ stable from ICRA Ltd & IND AA+ from India Ratings Ltd.

##### 4.5 Purpose

The Subscription Amount shall be utilized by the Company solely towards the following (and for no other purpose):

- (a) repayment of existing treasury maturities =  $\leq 100\%$  ;
- (b) working capital =  $\leq 100\%$  ;



- (c) business operations =  $\leq 100\%$  ;
- (d) financing activities =  $\leq 100\%$  ;
- (e) general corporate purposes =  $\leq 100\%$  ; and

in each case, in compliance with the provisions of applicable law.

#### 4.6 Listing

The Company shall comply with all the listing requirements/ regulations as may be applicable from time to time wherever necessary in respect of the Debentures. In case of delay in listing of the Debentures beyond 3 (three) days from the deemed date of allotment, the company will pay interest of at least 1% over the coupon rate from the expiry of 3 (three) days from the deemed date of allotment till the listing of such debt securities to the investor.

#### 4.7 Execution of Transaction Documents

The Company shall execute all relevant Transaction Documents and create Security for the Debentures within the time period specified in the Disclosure Document in accordance with the Companies Act, 2013 and the Debenture Regulations.

#### 4.8 Form of the Debentures

- (a) The Debentures shall be issued in electronic or dematerialised form as per the procedure set out in the Disclosure Document and shall be endorsed with the Terms and Conditions set out in the First Schedule. The Debentures issued and allotted in electronic or dematerialised form are subject to the provisions of the Depositories Act, 1996 and rules notified by the Depository, from time to time.
- (b) The principal amount being the nominal value of the Debentures, till the same are redeemed, interest (inclusive of compound interest where applicable) and all other monies hereby secured shall, as between the Debenture Holders, *inter-se* rank *pari passu* without any preference or priority whatsoever on account of date of issue or allotment or otherwise.
- (c) The Terms and Conditions shall be binding on the Company, the Trustee, the Debenture Holder(s) and all persons claiming by, through or under any of them. The Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the Terms and Conditions as if the same were set out and contained in these presents which shall be read and construed as one document.
- (d) The Company shall comply with the provisions of Section 56 of the Companies Act, 2013 read with the Companies (Share Capital and Debenture) Rules, 2014. Further when the Debentures are issued and allotted in the dematerialised/ demat form, the guidelines issued by the Depository as the case may be, shall also be followed/ observed by the Company and the Debenture Holder(s) thereof.



## 5. FINANCIAL COVENANTS

### 5.1 Security Cover

- (a) On and from the date of this Deed, the Company agrees and undertakes that the Security Cover shall not be less than 1 time ("**Minimum Security Cover**") until the Final Settlement Date.
- (b) As soon as available but in any event within 30 (thirty) days after the end of each Financial Quarter, deliver to the Trustee (for the benefit of the Secured Parties):
  - (i) a report from a chartered accountant certifying the Security Cover maintained by the Company at the end of such Financial Quarter is not less than the Minimum Security Cover and confirming that each Receivable (included for calculation of the Security Cover) is classified as a Standard Asset (the "**Quarterly Funding Report**"); and
  - (ii) a certificate, duly signed by the chief financial officer, confirming that each Charged Receivable is classified as a Standard Asset.

## 6. SECURITY AND UNDERTAKINGS

### 6.1 Description of Security

In consideration of the Debenture Holders subscribing to or purchasing the Debentures and to secure the repayment of the Debt, the Company agrees and shall procure that a first ranking and exclusive charge by way of hypothecation on Charged Receivables shall be created prior to the of filing application for listing the said Debentures, pursuant to the Deed of Hypothecation in favour of the Trustee for the benefit of the Secured Parties such that the book value of such Charged Receivables provides the Security Cover.

### 6.2 Timelines for creation of Security

In case the Company fails to create Security prior to the filing application for listing the said Debentures, additional interest of 2% p.a. on the outstanding amount of Debentures shall be payable, from the date of bidding of issue to the date of creation of charge, by the Company.

### 6.3 Minimum Security Cover

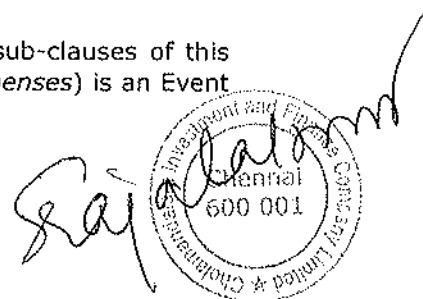
The Company hereby undertakes that to maintain the Minimum Security Cover during the entire tenure of the Debentures in accordance with Clause 5.1.

### 6.4 Additional Security

If the Trustee and/ or the the Debenture Holder(s) are of the opinion that at any time during the subsistence of this Deed the security provided by the Company has become inadequate to cover the Debentures then outstanding or such security has fallen below the Minimum Security Cover, the Company shall provide and furnish to the Trustee to their satisfaction such additional security as may be acceptable to the Trustee/ Debenture Holder(s) to cover such deficiency.

## 7. EVENTS OF DEFAULT

Each of the events or circumstances set out in the following sub-clauses of this Clause 7 (other than Clauses 7.15 (*Remedies and costs and expenses*)) is an Event of Default.



### 7.1 Payment default

The Company does not pay on the due date any amount payable pursuant to a Transaction Document at the place at and in the currency in which it is expressed to be payable.

### 7.2 Default in performance of covenants and conditions

Default shall have occurred in the performance or observance of any other covenants, conditions or provision contained in these presents and/ or the Financial Covenants and conditions (other than the obligation to pay principal and interest) and, except where the Trustee certify that such default is in their opinion incapable of remedy (in which case no notice shall be required), such default continues for thirty days after written notice has been given thereof by the Trustee to the Company requiring the same to be remedied.

### 7.3 Supply of misleading information

Any information given by the Company in its application to the Debenture Holder(s) for financial assistance by way of subscription to the Debentures is found to be misleading or incorrect in any material respect or any warranty referred in hereinbefore is found to be incorrect *provided* however that no Event of Default will occur under this Clause if the Company is able to cure, any misrepresentation within 15 (fifteen) Business Days from the occurrence of such misrepresentation (without double counting), if such misrepresentation is not wilful and is capable of being cured.

### 7.4 Winding up or liquidation

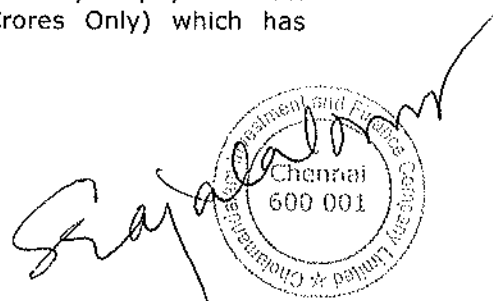
- (a) Any application for commencement of insolvency proceedings and insolvency resolution is admitted by the relevant adjudicating authority or proceedings for taking it into liquidation either voluntarily may be or have been commenced and such application is not withdrawn within 90 days from the date of its admission.
- (b) The Company has voluntarily or involuntarily dissolved.
- (c) If a petition for winding up of the Company shall have been admitted or if an order of a court of competent jurisdiction is made or any special resolution has been passed by the members of the Company for the winding up of the Company otherwise than in pursuance of a scheme of amalgamation or reconstruction previously approved in writing by the Trustee and duly carried into effect and such petition is not withdrawn within 90 days from the date of its admission.

### 7.5 Sale, disposal and removal of assets

If without the prior approval of the Trustee and Debenture Holder(s) any Charged Receivables are sold, disposed of charged encumbered or alienated other than as expressly permitted under this Deed.

### 7.6 Inability to pay debts on maturity

The Company is unable or has admitted in writing its inability to pay its debts exceeding Rs.100,00,00,000/-(Rupees One Hundred Crores Only) which has become due.



**7.7 Liquidation or dissolution of company**

The Company has taken or suffered any action to be taken for its reorganization, liquidation or dissolution.

**7.8 Appointment of receiver or liquidator**

A receiver or liquidator is appointed or allowed to be appointed of all or any part of the undertaking of the Company.

**7.9 Attachment or distraint on Charged Receivables**

If an attachment or distraint is levied on the Charged Receivables or any part thereof and/ or any proceedings are taken or commenced for recovery of any dues from the Company.

**7.10 Extra-ordinary circumstances**

If extraordinary circumstances have occurred which make it improbable for the Company to fulfill its obligations under this Deed.

**7.11 Company ceases to carry on business**

If the Company ceases or threatens to cease to carry on its business or gives notice of its intention to do so.

**7.12 Security is in jeopardy**

If, in the opinion of the Trustee, the security of the Debenture Holder(s) is in jeopardy and cannot be remedied or cured because of the inactions of the Company even after 15 Business Days from the date of notification issued by the Trustee to the Company on such instance.

**7.13 Liabilities exceed the assets**

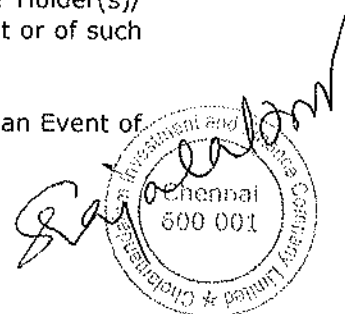
If it is certified by an accountant or a firm of accountants appointed by the Trustee that the liabilities of the Company exceed its assets.

**7.14 Others**

- (a) When the company makes two consecutive defaults in the payment of any interest which ought to have been paid in accordance with the terms of the Disclosure Document;
- (b) The Company creates or attempts to create any charge on the Charged Receivables or any part thereof without the prior approval of the Trustee.

**7.15 Remedies and costs and expenses**

- (a) Upon occurrence of any Event of Default or any event which, after due notice, or lapse of time, or both, which would constitute an Event of Default, the Company shall, forthwith give notice thereof to the Debenture Holder(s)/ Trustee, in writing, specifying the nature of such Event of Default or of such event.
- (b) All expenses incurred by the Debenture Holder(s)/ Trustee after an Event of





Default has occurred in connection with:-

- (i) preservation of the Company's assets (whether then or thereafter existing); and
- (ii) collection of amounts due under this agreement, shall be payable by the Company.
- (c) In the Event of Default, the Company, without the prior intimation to the Trustee, shall not make or attempt to make any material alteration in the provisions of its memorandum and articles of association which might in the opinion of the Trustee detrimentally affect the interests of the Debenture Holder(s) and upon demand by the Trustee shall not refuse or neglect or be unable to rescind such alteration.
- (d) The Trustee shall have all the right and duties to appoint the nominee director on the board of the Company as per the provisions of the SEBI (Debenture Trustee) Regulation, 1993 and as amended from time to time in the occurrence of any of the following event:
  - (i) two consecutive defaults in payments of interest to the Debenture Holder(s).
  - (ii) default in redemption of the Debentures.
  - (iii) default in creation of Security for the Debentures.

The nominee director so appointed pursuant to above Clause shall not be liable to retire by rotation nor shall be required to hold any qualification share. The Company shall take steps to amend its articles of association, if necessary.

- (e) Upon occurrence and continuance of any Event of Default,

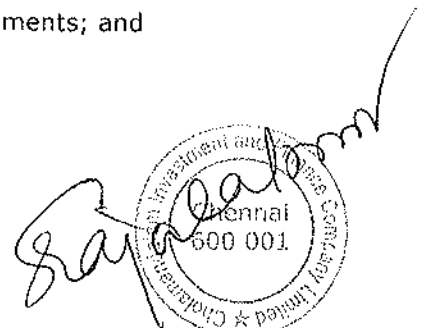
The Trustee shall comply with the SEBI Guidelines as issued or amended from time to time, including the enforcement actions set out in SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020.

## 8. REALISATION OF TRUST PROCEEDS AND APPROPRIATION

### 8.1 Realisation out of the Trust Properties

The Trustee shall hold upon trust the monies, received by them or the Receiver in respect of the Trust Properties ("**Realisation Proceeds**") or any part thereof arising out of:

- (a) any sale, disposal, transfer, release, calling in, collection or conversion under the power of sale in relation to any Charged Receivable;
- (b) any income dividends, rent or profits arising in respect of the Trust Properties;
- (c) compensation money in respect of any acquisition and requisition or nationalisation or takeover of the management of the Company;
- (d) enforcement of Security created under the Security Documents; and
- (e) any other realisation whatsoever.



## 8.2 Appropriation of Realisation Proceeds

All Realisation Proceeds received or recovered by the Trustee from time to time shall be distributed by the Trustee in the following order of priority:

- (a) *Firstly*, in or towards payment to the Debenture Holder(s) *pari passu* of all arrears of Coupon including default/ compound interest, if applicable (which shall be deemed to accrue due from day to day) remaining unpaid on the Debentures held by them;
- (b) *Secondly*, in or towards *pari passu* payment to the Debenture Holders of the Coupon and redemption amount and all amounts due and remaining unpaid (which shall be deemed to accrue from day to day) on the Debentures held by them.
- (c) *Thirdly*, in or towards payment to the Debenture Holder(s) *pari passu* of all principal amounts being the nominal value owing on the Debentures held by them and whether the said principal amounts shall or shall not then be due and payable;
- (d) *Fourthly*, in or towards payment of the surplus (if any) of such monies to the person or persons entitled thereto.

*Provided that*, if the Trustee are of the opinion that it is expedient to do so, payments may be made on account of principal amount/ nominal value before the whole or part of the interest/ coupon due on the Debentures has been paid off, but such alteration in the order of payment of principal and interest herein prescribed shall not prejudice the right of the Debenture Holder(s) to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed or any less amount which the sum ultimately realised from the security may be sufficient to pay.

## 8.3 Power to accumulate proceeds of sale

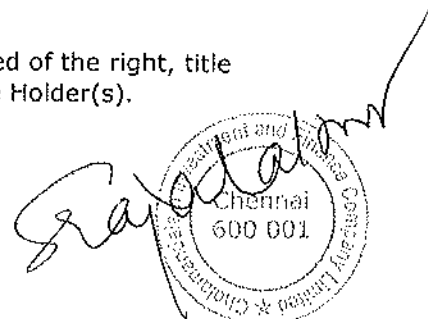
If, the amount of the monies at any time apportionable under Clause 7 hereof shall be less than 10% (ten) percent of the nominal value of the Debentures then outstanding, the Trustee may, at their discretion, invest such monies in any one of the investments herein authorised with power from time to time at the like discretion to vary such investments and such investments with the resulting income thereof may be accumulated until the accumulations together with any other fund for the time being under the control of the Trustee and available for the purpose shall amount to a sum sufficient to pay 10% (ten) percent of the Debentures as shall be outstanding and the accumulations and funds shall be applied in the manner aforesaid.

## 8.4 Receipt of Debenture Holder(s)

The receipt of each the Debenture Holders or if there be more than one Debenture Holder, then the receipt of the first named Debenture Holder(s) or of the survivor or survivors or of the nominee or nominees, if any, of the Debenture Holders or if there be more than one Debenture Holder for the principal amount and interest payable in respect of each of such Debentures, shall be a good discharge to the Trustee.

## 8.5 Trusts of Debentures not recognised.

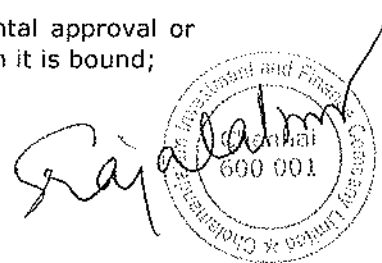
The Trustee shall not be affected by any notice express or implied of the right, title or claim of any person to such monies other than the Debenture Holder(s).



## 9. REPRESENTATIONS AND WARRANTIES

A. The Company represents and warrants as follows:

- (i) that the Charged Receivables hereinbefore expressed to be granted, conveyed, assigned, transferred and assured are the absolute property of the Company and are free from any charge or encumbrance other than any Permitted Encumbrance and are not subject to any lis pendens, attachment or other process issued by any court or other authority;
- (ii) The Company has power to grant, convey, transfer assure and assign to the Trustee the Charged Receivables;
- (iii) The Charged Receivables are free from any encumbrance or Security Interest.
- (iv) In the Event of Default set out in Clause 7, it shall be lawful for the Trustee upon entering into or taking possession under the provisions herein contained of all or any of the Charged Receivables henceforth to hold and enjoy the same and to receive the profits thereof without any interruption or disturbance by the Company or any other person or persons claiming by, through, under or in trust for the Company and that freed and discharged from or otherwise by the Company sufficiently indemnified against all encumbrances and demands whatsoever;
- (v) that the Company is a public company, duly organized and validly existing under the applicable Indian laws. The Company has the power and authority to execute, deliver and perform this Deed or any other agreement to be executed in terms of this Deed and to consummate the transactions contemplated by this Deed and/ or any other Transaction Documents. This Deed has been duly and validly executed by the Company, and upon the execution and delivery by the Company of this Deed and/ or any other Transaction Documents, each such Transaction Documents will constitute, legal, valid and binding obligations of the Company, enforceable against it in accordance with their respective terms.
- (vi) that no consent or governmental approval to, from or with any person is required on the part of the Company in connection with the execution, delivery and performance of this Deed or any other Transaction Document, the compliance by any of them with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby.
- (vii) the execution, delivery and performance by the Company of this Deed or any other Transaction Document will not violate, conflict with, result in a breach of the terms, conditions or provisions of, result in the creation of any encumbrances or constitute a default, an Event of Default (or event that, with the giving of notice or lapse of time or both, would constitute an Event of Default) or an event creating rights of acceleration, modification, termination or cancellation or a loss of rights under any or all of the following:
  - 1. The constitutional documents (memorandum and articles of association) of the Company;
  - 2. Any judgment, order, decree, writ or governmental approval or order to which the Company is a party or by which it is bound;



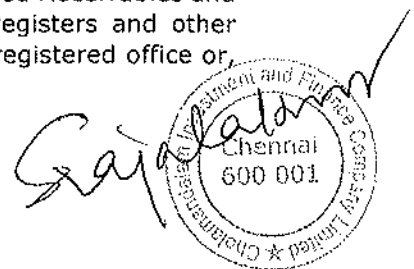
3. Any consents, governmental approvals or waivers, as the case may be, of any third party required to give effect to and complete the transactions contemplated in this Deed; or
  4. Any law affecting the Company.
- (viii) that the Company is well within its authority to issue the Debentures in terms hereof and the same is not in breach of the special resolution dated 29<sup>th</sup> July 2022 under Section 180(1)(c) of the Act and the board resolution dated 29<sup>th</sup> July 2022,
- (ix) that the Company has not received any notice or intimation till date of:
- (1) any taxes or any other sums due and payable in relation to the Charged Receivables by the Company to any statutory authority, and/ or;
  - (2) any proceedings pending and/ or initiated and/ or threatened against the Company for or on account of any taxes or any other sums, which may be due and payable in relation to the Charged Receivables by the Company to any statutory authority;
- which may materially affect the creation and enforcement of security in terms of the provisions of this Deed or which is prejudicial to the Debenture Holder(s).
- (x) All necessary disclosures have been made in the Disclosure Document including but not limited to statutory and other regulatory disclosures.

## 10. COVENANTS AND UNDERTAKINGS

### 10.1 Information Covenants

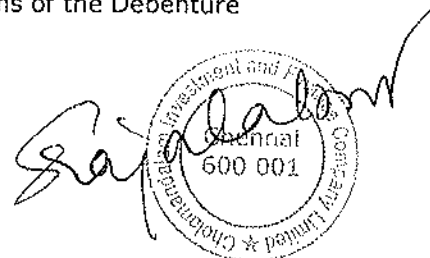
The Company hereby agrees, undertakes and covenants with the Trustee that the Company will at all times during the continuance of the Debentures (except as may otherwise be previously agreed in writing by the Trustee):

- (a) That the Company shall furnish an end use certificate from the statutory auditor to the Trustee for utilization of funds raised by the issue of the Debentures as per the Applicable Law.
- (b) That the Company shall supply to the Trustee:
  - (i) audited standalone and consolidated financial statements of Company for each Financial Year within 60 (sixty) days from the end of the Financial Year; and
  - (ii) un-audited standalone quarterly financial statements of Company within 45 (forty five) days of the end of each quarter, other than the last quarter.
- (c) that the Company shall forthwith give notice in writing to the Trustee of commencement of any proceedings directly affecting the Charged Receivables;
- (d) That the Company shall keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the business of the Company and Charged Receivables and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or



where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Company will ensure that all entries in the same relating to the business of the Company and the Charged Receivables shall at all reasonable times and with at least 5 (five) Business Days prior written notice be open for inspection of the Trustee and such person or persons as the Trustee shall, from time to time, in writing for that purpose, appoint;

- (e) That the Company shall give to the Trustee or to such person or persons as aforesaid such information as they or he or any of them shall require as to all matters relating to the business, property and affairs of the Company and the Trustee shall be entitled, if they think fit, from time to time, to nominate a firm of chartered accountant to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs and the Company shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation as per Company's rules;
- (f) That the Company shall promptly inform the Trustee if it has notice of any application for winding up having been made or any statutory notice of winding up under the Act or otherwise of any suit or other legal process intended to be filed or initiated against the Company and affecting the Charged Receivables/ Security or if a receiver is appointed of any of its properties or business or undertaking;
- (g) That the Company shall promptly inform the Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material changes in the rate of production or sales of the Company with an explanation of the reasons therefor;
- (h) That the Company shall promptly inform the Trustee of any loss or damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;
- (i) The Company shall promptly supply or inform (as the case may be) to the Trustee for the benefit of each Secured Party (in sufficient copies for all the Secured Parties, if the Trustee so requests): (i) all documents filed with any governmental authority or stock exchange in connection with the Transaction Documents; and (ii) any other information or document required to be provided by the Company and the Debenture Holders in accordance with the Debenture Regulations.
- (j) That the Company shall furnish quarterly report to the Trustee containing the following particulars:
  - (i) Updated list of the names and address of the Debenture Holder(s);
  - (ii) Details of the interest due but unpaid and reasons thereof;
  - (iii) The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company, not resolved by the Company and reasons for the same;
  - (iv) A statement that these assets of the Company which are available by way of security are sufficient to discharge the claims of the Debenture Holder(s) as and when they become due; and



- (v) a statement showing the manner in which the monies have been utilized
- (k) The Company shall, while submitting quarterly/annual financial results, accordingly shall provide Debenture Trustee the following information, on the letter head of the Company, addressed to the Stock Exchange(s):
  - (a) debt equity ratio;
  - (b) debt service coverage ratio;
  - (c) interest service coverage ratio;
  - (d) outstanding redeemable preference shares (quantity and value);
  - (e) capital redemption reserve/debenture redemption reserve, as applicable;
  - (f) net worth;
  - (g) net profit after tax;
  - (h) earnings per share;
  - (i) current ratio;
  - (j) long term debt to working capital;
  - (k) bad debts to Account receivable ratio;
  - (l) current liability ratio;
  - (m) total debts to total assets;
  - (n) debtors turnover;
  - (o) inventory turnover;
  - (p) operating margin (%);
  - (q) net profit margin (%); and
  - (r) sector specific equivalent ratios, as applicable.

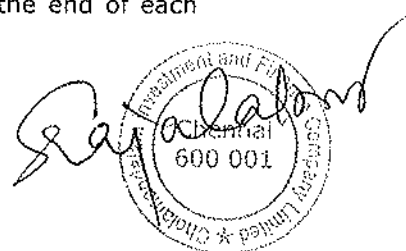
(l) Further, the Company shall furnish the following:

- (i) On quarterly basis within 60 (sixty) days from the end of each Financial Quarter furnish:
  1. Certificate from director/ managing director of the Company, certifying the value of Receivables/ book debts/ assets covered by Company Loan Documents charged in favour of the Trustee.
  2. Security cover certificate in the format prescribed SEBI Circular on Disclosures by Trustee.
  3. Certificate from a statutory auditor giving the value of book receivables/ book debts/ assets covered by Company Loan Documents charged in favour of the Trustee.
  4. An updated list of the loans comprising the identified assets/ portfolio of receivables on quarterly basis along with such other certifications in respect of the identified assets/ portfolio of receivables as may be required by Trustee.
  5. Such other information/ details/ reports as may be requested by the Trustee in relation to the Debentures.

(ii) On each half yearly basis: -

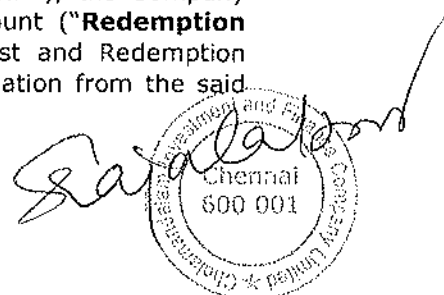
A certificate from its statutory auditor giving the value of receivables including compliance with the covenants of the Offer Document/Information Memorandum in the manner specified by the Board from time to time.

(iii) On Yearly Basis within 75 (seventy-five) days from the end of each Financial Year furnish:



Certificate from chartered accountant giving the valuation of receivables/ book debts/ assets covered by Company Loan Document charged in favour of the trustee.

- (m) On quarterly basis within 60 days from the end of each quarter except last quarter of financial year, listed entity shall furnish the compliance status with respect to financial covenants of the listed debt securities certified by statutory auditor of listed entity to Debenture Trustee.
- (n) That the Company shall promptly and expeditiously attend to and address the grievances, if any, of the Debenture Holder(s). The Company further undertakes that it shall promptly furnish reports as required by SEBI or any other statutory bodies and shall comply with the suggestions and directions that may be given in this regard from time to time, by the Trustee and shall advise the Trustee periodically of the compliance.
- (o) That the Company shall promptly inform the trustee of any major change in composition of its board of directors, which may amount to change in control as defined in SEBI (Substantial Acquisition of shares and Takeovers) Regulations, 2011.
- (p) That the Company shall comply with all the directions/ guidelines issued by any regulatory authority with regard to the Debenture issue.
- (q) That the Company shall submit such information, as may be required by the Debenture Trustee.
- (r) That the Company shall comply with the provisions of Section 124(5) of the Companies Act, 2013 relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF) or such other special account to be opened by the Company in that behalf in any scheduled bank, if applicable to it.
- (s) That the Company shall preserve the assets with utmost care and caution.
- (t) That the Company shall comply all the provisions as mentioned in the Securities Contract Regulation Act, 1956, the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the SEBI ILNCS Regulations, Issuance of Non-Convertible Debentures (Reserve Bank) Directions, 2010, as amended from time to time and/ or any other notification, circular, press release issued by the SEBI/ RBI, from time to time.
- (u) That the Company shall comply all the provisions as mentioned in the SEBI (LODR) Regulations, 2015 as amended from time to time.
- (v) That the Company shall inform the Trustee with respect to any change in the business of the Company which may affect the interest of the Debenture Holder(s).
- (w) That the Company shall inform the Trustee informed of all orders, directions, notices, of court/ tribunal affecting or likely to materially affect the Charged Receivables.
- (x) As per the SEBI circular bearing reference number SEBI/HO/DDHS/CIR/P/103/2020 dated June 23, 2020 in respect of "Operational framework for transactions in defaulted debt securities post maturity date/ redemption date under provisions of SEBI ILNCS Regulations, as amended from time to time ("**SEBI OFDDS Circular**")", the Company hereby submits the following details of the bank account ("**Redemption Account**") from which it proposes to pay the interest and Redemption Amount and pre-authorise Trustee to seek debt information from the said



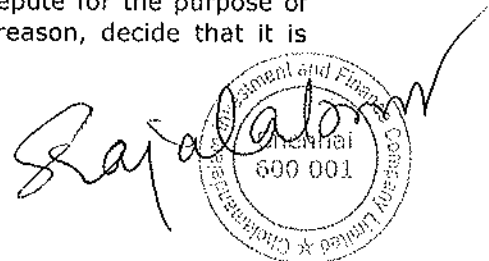
bank. Further, the Company hereby authorizes the Trustee to seek information pertaining to the interest and redemption of the Debentures from its bank in accordance with the said circular.

- (i) Name of bank: HDFC Bank Limited
  - (ii) Account no.: 57500000181971
  - (iii) Branch address: ITC centre, Anna Salai, Chennai-600002
  - (iv) Email address: mohana.sundaram@hdfcbank.com
- (y) That the Company shall inform the Trustee and Debenture Holders of any change in in the Redemption Account within 1 (one) Business Day of such change and shall authorised the Trustee in the manner required under the SEBI OFDDS Circular.
- (z) the Company and the Trustee shall comply with the requirements of the SEBI OFDDS Circular.
- (aa) That the Company shall send to the Trustee half-yearly working results and other related information as and when required to do so by the Trustee/ the Debenture Holder(s).
- (bb) That the Company shall provide any information as required under SEBI Circular dated November 3, 2020 bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 on creation of security in issuance of listed debt securities and due diligence by debenture trustee(s) and SEBI OFDDS Circular.
- (cc) Company undertakes to comply with all the directions/ guidelines/ circulars/ regulations issued by any regulatory authority with regard to the Debenture issue including latest amendments i.e. SEBI (Debenture Trustee) Amendment Regulation, 2020, SEBI (Issue and Listing of Non-convertible Securities) Regulation, 2021 and SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 as may be amended by SEBI from time to time and further the Company shall take such steps as may be required from time to time.

## 10.2 Affirmative Covenants

The Company hereby agrees, undertakes and covenants with the Trustee that the Company will at all times during the continuance of the Debentures (except as may otherwise be previously agreed in writing by the Trustee):

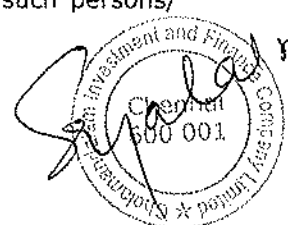
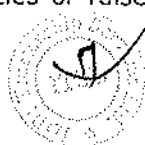
- (a) carry out and conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management and personnel;
- (b) utilise the monies raised by issue of the Debentures for the purposes stated in Clause 4.5 hereinabove shall furnish to the Debenture Holder(s) and the Trustee a statement showing the manner in which the said monies have been utilised;
- (c) permit the Trustee and such person, as they shall, from time to time in writing for that purpose appoint to enter into or upon and to view the state and condition of all the Charged Receivables and pay all travelling, hotel and other expenses of any person whom the Trustee may depute for the purpose of such inspection and if the Trustee shall for any reason, decide that it is





necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such expert as per the rules of the Company;

- (d) punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or due and payable by the Company as and when the same shall become due and payable and when required by the Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company in respect of or any part of the Charged Receivables;
- (e) diligently preserve its corporate existence and status and all rights, contracts, now held or hereafter acquired by it in the conduct of its business and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Charged Receivables or any part thereof *Provided that* the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Debentures or the Security of the Debentures is not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed;
- (f) pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Trustee on demand;
- (g) reimburse all sums paid or expenses incurred by the Trustee or any Receiver, attorney, manager, agent or other person appointed by the Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf;
- (h) maintain and keep in proper order repair and in good condition the Charged Receivables. In case the Company fails to keep in proper order, repair and in good condition the Charged Receivables or any part thereof, then, in such case, the Trustee may, but shall not be bound to maintain in proper order or repair or condition the Charged Receivables or any part thereof and any expense incurred by the Trustee and their costs and charges there for shall be reimbursed by the Company;
- (i) That the Company shall, in its ordinary course of business, be entitled to borrow by making further issue of debentures/ bonds, other securities in any manner and/ or raise term loans/ deposits or raise further funds by availing of financial assistance in whatever form from time to time from banks, financial institutions or body corporate or any other agency on the terms and conditions as the Company may think appropriate, without consent or intimation to the Debenture Holders including any Further Pari Passu Indebtedness. *Provided that*, it is clarified that upon occurrence of an Event of Default, the Company shall not be entitled to make further issue of secured debentures and/ or raise term loans and/ or avail of deferred payment facilities or raise any further funds from time to time from such persons/



banks/ financial institutions or bodies corporate or any other agency without the prior written consent of the Trustee.

### 10.3 Negative Covenants

The Company hereby covenants with the Trustee that during the continuance of the Debentures, without the prior written consent of the Trustee, the Company shall:

- (a) not declare or pay any dividend to its shareholders whether equity or preference, during any Financial Year unless it has paid the instalment of principal and interest then due and payable on the Debentures or has made provision satisfactory to the Trustee for making such payment. No permission of the Trustee is required if there is no default in repayment of principal and interest;
- (b) not sell or dispose of the Charged Receivables or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever to the intent and purpose that the Charged Receivables and all parts thereof shall remain.
- (c) Except as may otherwise be previously agreed in writing by the Trustee not undertake or permit any merger, consolidation, reorganisation scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction.

### 10.4 Special Covenants

- (a) Inspection by Trustee

The Company shall permit the authorised representatives of the Trustee to carry out any technical, financial and/ or legal inspection(s) at the cost of the Company;

- (b) Encumbrance

Other than Permitted Encumbrance, the Company will not grant Security over all or any of its assets to secure any indebtedness. The Company will not create further Security over the Charged Receivables.

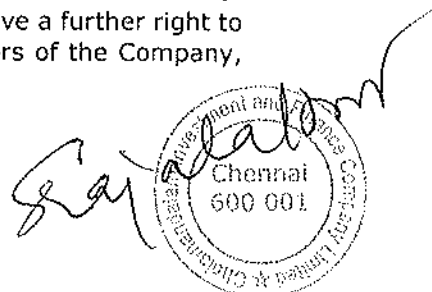
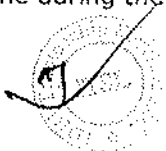
- (c) Reimbursement of expenses incurred by the Trustee and/ or its Legal Advisers.

All costs, charges and expenses (including the charges of the legal advisers of the Trustee) in any way incurred by the Trustee for the Debenture Holder(s) in connection with the and relating to the subscription to the Debentures including investigation of necessary documents shall be borne and paid by the Company.

- (d) Utilisation of the proceeds

The proceeds of the debentures shall not be utilised by the Company for purposes other than general corporate purpose/ purpose of the Debentures as specified in the Disclosure Document.

- (e) In the event of two consecutive defaults in payment of interest to the Debenture Holder(s) or default in creation of Security for debentures or default in redemption of debentures, the Trustee shall have a further right to appoint and remove nominee(s) on the board of directors of the Company, at any time during the currency of this deed.

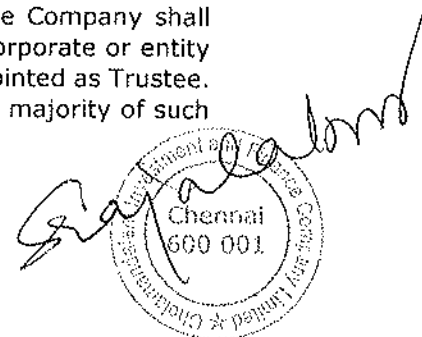


- (f) Inform the Trustee of any major change in the composition of its board of directors, which may amount to change in control as per SEBI (Substantial Acquisition of Shares and Takeovers) (Second Amendment) Regulations, 2020 as may be amended from time to time.
- (g) Inform the Trustee of the number and nature of grievance received from the Debenture Holder(s) and resolved by the Company in quarterly statements.
- (h) The Company shall have recorded the name of the subscriber/ Debenture Holder(s) for making an offer of Debentures to them by name. The Company shall have made an offer and invitation to subscribe to the Debentures through issue of a private placement offer letter in Form PAS-4 accompanied by an application form serially numbered and addressed specifically to the subscriber/ Debenture Holders.
- (i) The Company shall maintain a complete record of private placement offer in Form PAS-5.
- (j) The Company shall file a return of allotment of Debentures with the registrar of companies within 30 (thirty) days of allotment in Form PAS-3 and with the fee as provided in Companies (Registration of Offices and Fees) Rules 2014 along with a complete list of all security holding containing:
  - (i) The full name, address, permanent account number and email ID of each Debenture Holder;
  - (ii) The details of Debentures held;
  - (iii) Date of allotment of Debentures; and
  - (iv) The number of securities held, nominal value and amount paid on such securities; and particulars of consideration received for the Debentures.

## 11. RETIREMENT & REMOVAL OF TRUSTEE

### 11.1 Retirement and removal of trustee

- (a) The Trustee hereof may retire at any time without assigning any reason and without being responsible for any loss or costs occasioned by such retirement provided that they shall have given at least 1 (one) month's prior notice in writing to the Company in that behalf, and the Company will give notice to all the Debenture Holder(s) individually to that effect. Provided that they shall continue to act as Trustee until a successor trustee is appointed by the Company.
- (b) The Trustee hereof may be removed by the consent of such number of Debenture Holders which shall represent at least 75% (seventy-five per cent) of the nominal value of Debentures then outstanding in accordance with Second Schedule. The Company shall appoint such person or persons as may be nominated by such Debenture Holders as new trustee.
- (c) For the purposes aforesaid, forthwith upon receipt of the notice of retirement from the Trustee(s) for the time being hereof, and on the occurrence of the vacancy in the office of the Trustee or Trustee hereof, the Company shall convene a meeting of the Debenture Holder(s). Anybody corporate or entity which is registered as a Trustee with the SEBI, may be appointed as Trustee. Whenever there shall be more than two Trustee hereof the majority of such



Trustee shall be entitled to exercise the powers, authorities and discretions hereby vested in the Trustee.

- (d) Any new/ successor trustee or trustee appointed in terms of this Clause, will have all powers, authorities and shall be subject to all duties, liabilities and responsibilities as if originally, appointed in terms of these presents.

#### 11.2 Trustees' remuneration

- (a) The Company shall pay to the Trustee's remuneration for their services as per Trustee's consent letter reference no. 7741/2022-2023/CL-04438 dated 7<sup>th</sup> December, 2022 and 7742/2022-2023/CL-04438 dated 7<sup>th</sup> December, 2022 on the terms as may be mutually agreed.
- (b) Arrears of installments or annual service charges, if any, shall carry interest at the rate of twelve per cent per annum from the date till the actual payment.
- (c) The Company shall reimburse the Trustee actual out-of-pocket expenses as may be claimed towards documentation, legal fees, travelling and conveyance incurred by them, their officers, employees or their agents in connection with execution of these presents.

#### 12. NOTICES

##### (a) Communications in Writing

Any communication to be made under or in connection with the Transaction Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter or, under Clause 12(f) (*Electronic Communication*), by email.

##### (b) Addresses

The address and fax number and (if applicable) email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with any Transaction Document is:

- (i) in the case of the Company, that identified with its name below:

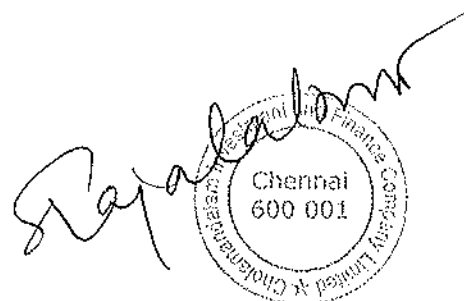
##### Notice details:

Address: 'Dare House', No.2, N.S.C. Bose Road, Parrys, Chennai-600001.  
Phone: 044 40907172  
Fax: NA  
Attention: Ms. P Sujatha, Company Secretary

- (ii) in case of the Trustee, that identified with its name below:

##### Notice details:

Address: Asian Building, Ground floor, 17 R.Kamani Marg, Ballard Estate, Mumbai.  
Phone: 8097474607  
Fax: NA  
Attention: Ms. Jinal Shah



or any substitute address, email address or department or officer as a Party may notify to each other Party by not less than 5 (five) Business Days' notice.

(c) **Delivery**

- (i) Any communication or document made or delivered by one person to another under or in connection with a Transaction Documents will only be effective, if sent:
  - (A) by way of fax, when received in legible form; or
  - (B) by way of letter, when it has been left at the relevant address or 5 (five) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
  - (C) by way of email, if it complies with the rules set out in Clause 12(f)(Electronic Communication),
- (ii) Any communication or document to be made or delivered to the Trustee, will be effective only when actually received by the Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Trustee's signature below (or any substitute department or officer as the Trustee shall specify for this purpose).
- (iii) Any communication or document made or delivered to the Company in accordance with this Clause 12 will be deemed to have been made or delivered to the Company.
- (iv) Any communication or document which becomes effective, in accordance with Clause 12(c)(i)(A) and (B) above, after 5:00 (five) p.m. in the place of receipt shall be deemed only to become effective on the following day.

(d) **Notification of Address and Fax Number**

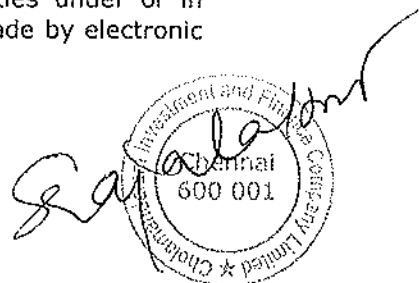
Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 12(b) (Addresses) or changing its own address or fax number, a Party shall notify each other Party.

(e) **English Language**

- (i) Any notice given under or in connection with any Transaction Document must be in English.
- (ii) All other documents provided under or in connection with any Transaction Document must be:
  - (A) in English; or
  - (B) if not in English, and if so required by the Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

(f) **Electronic Communication**

- (i) Any communication to be made between the Parties under or in connection with a Transaction Document may be made by electronic mail or other electronic means, if the Parties:



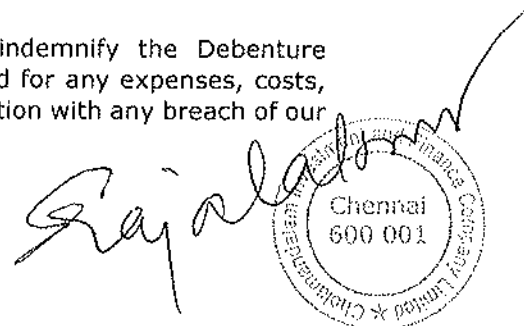
- (A) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
  - (B) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
  - (C) notify each other of any change to their address or any other such information supplied by them.
- (ii) When a Party includes an email address as part of the "administration details" it provides to the other Party from time to time in connection with the Transaction Documents, such Party shall be deemed to have agreed to the receipt of communications from the other Party by electronic mail to such address.
  - (iii) Any electronic communication made between the Parties shall be effective only when actually received in readable form and, in the case of any electronic communication made by the Trustee only, if it is addressed in such a manner as the recipient shall specify for this purpose.
  - (iv) A Party shall notify the affected other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (if such failure is likely to last for more than 24 (twenty four) hours). Until that Party has notified the other affected Party that the failure has been remedied, all notices between those parties shall be sent by fax or letter in accordance with this Clause 12.
  - (v) Any communication or document which becomes effective, in accordance with paragraphs (i) and (ii) above, after 5:00 (five) p.m. in the place of receipt shall be deemed only to become effective on the following day.

### 13. AMENDMENTS

- (i) Any term of a Transaction Document may be amended only by an instrument in writing signed by duly authorised representatives of the Company and the Trustee and such amendment shall be binding on such Company and the Secured Parties.
- (ii) Any term of a Transaction Document may be waived only with the consent of the Majority Debenture Holders and such waiver shall be binding on the Company and the Secured Parties.
- (iii) An amendment or waiver which relates to the rights or obligations of the Trustee may not be effected without the consent of the Trustee;
- (iv) The Trustee shall effect, on behalf of the Debenture Holders, any amendment and waiver permitted by Clause 12.4(i) and Clause 12.4 (ii), as the case maybe

### 14. INDEMNITY

The Company shall irrevocably and unconditionally indemnify the Debenture Holder(s) and keep the Debenture Holder(s) indemnified for any expenses, costs, losses, claims, actions, damages arising out or in connection with any breach of our



representations and/ or warranties and/ or covenants hereof or any misrepresentation hereof.

**15. PERSONAL DATA PROTECTION**

- (a) If the Company provides a Secured Party with personal data (including any biometric data, financial data, generic data, health data and sensitive personal data), of any individual as required by, pursuant to, or in connection with a Transaction Document, the Company represents and warrants to each Secured Party that it has, to the extent required by Applicable Law, obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use of his/ her personal data by any Secured Party, in each case, in accordance with or for the purposes of any Transaction Document, and confirms that it is authorised by such individual to provide such consent on his/ her behalf.
- (b) The Company agrees and undertakes to notify the Trustee promptly upon it's becoming aware of the withdrawal by the relevant individual of his/ her consent to the collection, processing and use by any Secured Party of any personal data provided by the Company to any Secured Party.
- (c) Any consent given pursuant to this Deed or any Transaction Document in relation to personal data shall, subject to Applicable Law, survive the death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Deed.

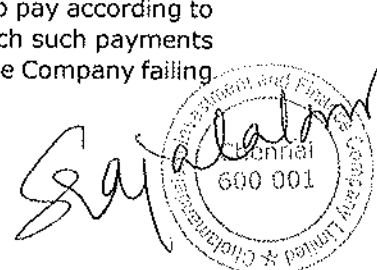
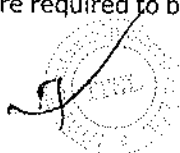
**16. TAX AND STAMP DUTY**

**(a) Tax Deductions**

- (i) Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking tax deducted at source exemption/ lower rate of TDS, relevant certificate(s)/ document(s) must be lodged at least 20 days before the payment of interest becoming due with the chief financial officer of the Company at the registered office of the Company or to such other person(s) at such other address(es) as the Company may specify from time to time through suitable communication.
- (ii) Tax exemption certificate/ declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form.
- (iii) Where any deduction of income tax is made at source, the Company shall send to the Debenture Holder(s) a certificate of tax deduction at source.

**(b) Stamp Duty**

- (i) The Company agrees to pay/ incur stamp duty, registration charges and other incidental charges for execution of this document as well as stamp duty and incidental charges for Debentures issued/ to be issued to Debenture Holder(s).
- (ii) The Company shall pay stamp duty, other duty, taxes, charges and penalties if and when the Company may be required to pay according to the laws for the time being in force in the State in which such payments are required to be made or otherwise, in the event of the Company failing



to pay such stamp duty, taxes, charges, penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall repay the same to the Trustee within 7 (seven) days upon demand by the Trustee. In case the Company is unable to repay the Trustee within 7 (seven) days, the Company shall pay the Trustee with interest thereon at the rate of 12% (twelve percent) per annum over the rate payable to the Debenture Holder(s).

## **17. EFFECTIVENESS**

This Deed shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully paid-off.

## **18. MISCELLANEOUS**

### **18.1 Acknowledgement**

Investors should carefully read and note the contents of the Disclosure Document. Each prospective investor agrees that it will make its own independent assessment of the merit of the investment in Debentures and the Company. Prospective investor further agrees that it will consult its own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Debentures.

### **18.2 Entire Agreement**

The Transaction Documents constitute the entire agreement between the Parties about their subject matter and replace all previous agreements between the Parties on that subject matter. The Company has not relied on any oral or written representation or warranty made, or purportedly made by or on behalf of any Secured Party, except as set out in the Transaction Documents.

### **18.3 Further Assurances**

The Company shall execute all such deeds, documents and assurances and do all such acts and things as the Trustee and the Debenture Holder(s) may reasonably require for exercising the rights under these presents and the Debentures or for effectuating, creating and perfecting the security intended to be hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts, and things as the Trustee may require for facilitating realisation of the Charged Receivables and for exercising all the powers, authorities and discretions hereby conferred on the Trustee or any Receiver and in particular the Company shall execute all transfers, conveyances, assignments and assurances of the Charged Receivables whether to the Trustee or to their nominees and shall give all notices, orders and directions which the Trustee may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions and further shall, for such purposes or any of them make or consent to such application to any government or local authority as the Trustee may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Charged Receivables or any part hereof and it shall be lawful for the Trustee to make or consent to make any such application in the name of the Company and for the purposes aforesaid a certificate in writing signed by the Trustee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.





#### 18.4 Conflict

In the event of any repugnancy or inconsistency between these presents, the Disclosure Document or any other agreement or security document or undertaking that the Company may enter into with or execute in favour of the Trustee, the Disclosure Document will prevail for all purposes and to all intents.

#### 18.5 Severability

Each provision of these presents shall be considered severable and if for any reason any provision of these presents is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to Indian laws or existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of these presents which are valid. In that case, these presents shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, these presents shall be construed to omit such invalid or unenforceable provisions. Following the determination that any provision of these presents is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores these presents as nearly as possible to its original intent and effect.

#### 19. Calculations and Computations

- 19.1 In any legal action or proceedings arising out of or in connection with this Deed or any other Transaction Document, the entries made in the accounts maintained by a Secured Party shall be valid evidence of the matters to which they relate.
- 19.2 Any certification or determination by a Secured Party of a rate or amount under this Deed or any other Transaction Document is, in the absence of manifest error, valid evidence of the matter to which it relates.

#### 20. GOVERNING LAW AND JURISDICTION

##### 20.1 Governing law

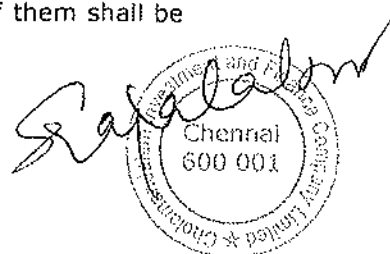
This Deed shall be governed by Indian law.

##### 20.2 Jurisdiction

- (a) The courts and tribunals of Chennai shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- (b) The Company agrees that the courts and tribunals of Chennai are appropriate and convenient courts and tribunals to settle Disputes and accordingly the Company shall not argue to the contrary.
- (c) For the avoidance of doubt, the Secured Parties shall be entitled to enforce their rights under the Transaction Documents including, their rights in relation to the Charged Receivables and to seek any and all remedies under the Applicable Law prevailing in India from time to time.

#### 21. COUNTERPARTS

This Deed may be executed in any number of counterparts and all counterparts together shall constitute one and the same instrument and each of them shall be an independent agreement.



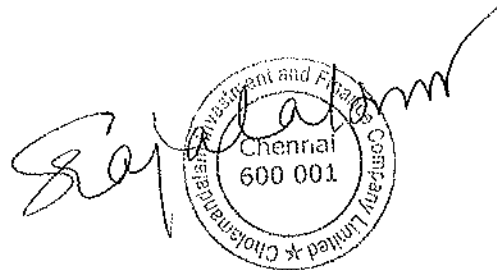
**22. SEBI AMENDMENTS**

In order to incorporate the terms of the SEBI Debenture Circulars within this Deed, notwithstanding anything contained to the contrary in this Deed, all the provisions set out under the Third Schedule (*SEBI Amendments 2020*) shall be deemed to be an integral part of this Deed and are to be read, interpreted, and construed in conjunction with and harmoniously with other provisions of this Deed.

**PART B: DETAILS SPECIFIC TO THE DEBENTURES**

**23. SPECIFIC DETAILS**

The details specific to the Debentures are contained in Clause 4 (Terms of the Debentures) and first schedule (Terms and conditions of the Debentures). Further, the representations and warranties and covenants and undertaking, and Events of Default specific to the Debentures are set out in Clause 9 (Representations and Warranties), Clause 10 (Covenants and Undertakings), and Clause 7 (Events of Default) respectively.

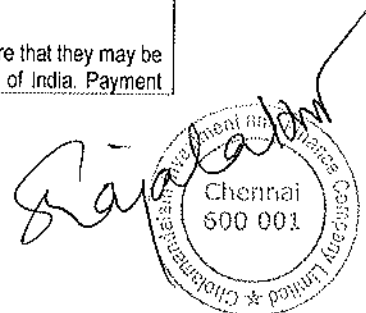


Term Sheet

Issuer	Cholamandalam Investment and Finance Company Limited (CIFCL)				
Security Name	CICFL Series 633 Mar 2026				
Type of Instrument	Listed, Secured, Redeemable, Non-Convertible Debentures				
Nature of Instrument	Secured Debentures				
Seniority	Senior				
Mode of Issue	Fresh Issuance				
Eligible investors	Please refer to clause "Who can apply" of the Private Placement Memorandum dated 16 <sup>th</sup> February 2023				
Listing	The Series are proposed to be listed on Wholesale Debt Market (WDM) Segment of the National Stock Exchange NSE.				
Rating of the instrument	ICRA AA+ by ICRA Ratings Ltd and IND AA+ by India Ratings				
Issue Size	Rs. 1000 crores (including Rs. 500 crs GS)				
Option to retain oversubscription (Amount)	Rs. 500 crores				
Anchor Portion within the Base Issue Size subject to a maximum of 30% of Base Issue Size	<table border="1"> <thead> <tr> <th>Investor Name</th><th>Quantum(In Cr)</th></tr> </thead> <tbody> <tr> <td>ICICI Bank</td><td>150</td></tr> </tbody> </table>	Investor Name	Quantum(In Cr)	ICICI Bank	150
Investor Name	Quantum(In Cr)				
ICICI Bank	150				
Remaining portion of the Base Issue Size under the non-anchor portion available for bidding in EBP	Rs. 350 Crs				
Total non-anchor portion available for bidding in EBP including Oversubscription	Rs. 850 Crs(350 crs plus 500 crs Greenshoe)				
Objects of the Issue	Please refer to clause "Objects of the Issue" of the Private Placement Memorandum dated 16 <sup>th</sup> February 2023				
Details of the utilization of the proceeds	Please refer to clause "Details of Utilization of Proceeds" of the Private Placement Memorandum dated 16 <sup>th</sup> February 2023				
Coupon Type	Fixed				
Coupon Rate	8.50% p.a.				
Yield	8.5019%				
Reissue/ extension/ addition of Debentures/securities under same ISIN	<p>The company shall have the right to reissue or cancel or extent or addition of debt securities in future under the same ISIN from time to time in accordance with the provisions of the Companies Act 2013 or regulations permitting to do so. Upon such reissue or extension or addition of debt securities the person entitled to the debentures shall have and shall be deemed always to have had, the same rights and priorities as if the debentures had never been redeemed.</p> <p>Where the company has repurchased / redeemed any such NCD's subject to the provisions of the Companies Act, 2013 and other applicable regulations, the company shall have and shall be deemed always to have the right to keep such ISIN alive for the purpose of reissue or addition of debt securities and in exercising such right, the company shall have and shall be deemed always to have had the power to consolidate/regrouped such NCDs either by reissuing or extending or adding of debt securities under same ISIN or by issuing other debentures in their place in either case, at such price and on such terms and conditions (including any variations, dropping of or additions to any terms and conditions originally stipulated) as the company deem fit within the applicable regulations.</p>				
Step Up/Step Down Coupon rate	N.A.				
Coupon Payment Frequency	27 <sup>th</sup> Mar 2023, Annual & On Maturity				
Coupon Payment Dates	27 Mar 2023, 27 Mar 2024, 27 Mar 2025 & 27 Mar 2026, subject to Business Day Convention				
Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.).	NA				
Business Day	A day (other than Saturday, Sunday or a bank holiday) on which banks and stock exchanges are open for general business in Mumbai				
Business Day Convention	(a) Any interest, commission or fee accruing under a Transaction Document will accrue from day to day and is calculated on the basis of 365 (three hundred and sixty five) days' year or where the year is a leap year a 366 (three hundred and sixty six) days' year, and the actual number of days elapsed.				

	<p>(b) Interest payment which is due to be made on a day that is not a Business Day shall, subject to Applicable Law, be made on the succeeding Business Day.</p> <p>(c) Any payment (other than payment of interest but including the redemption amount) which is due to be made on a day that is not a Business Day shall, subject to Applicable Law, be made on the preceding Business Day.</p> <p>(a) During any extension of the due date for payment of any amounts under this Deed, Default yield is payable on such amounts.</p>
Day Count Basis	Actual
Interest on application money	NA
Tenor	3 years 1 month and 4 days
Redemption date	March 27, 2026
Redemption Premium	NIL
Redemption amount	At Par
Default interest rate	NA
Premium/Discount at which security is issued /reissue/added further to existing ISIN	NA
Clean Price (A)	Rs.(#) at a Face Value of Rs.100 ie., Rs.1,00,000/- per Secured NCD. (#To be discovered during bidding on EBP Portal of the Stock Exchange)
Accrued Interest (B)	Not applicable
Issue Price	Rs.(#) per Secured NCD (#To be discovered during bidding on EBP Portal of the Stock Exchange)
Premium at which security is issued and effective yield as a result of such discount.	NA
Put option Date	N.A
Put option price	N.A
Call option Date	N.A.
Call option price	N.A.
Put Notification Time	N.A
Call Notification Time	N.A.
Face value	Rs.1,00,000/- per Debenture
Minimum Application and in multiples of no. of debt securities thereafter	100 Debenture of Rs.1,00,000 each and in multiples of 1 Debenture thereafter
Issue timing	
1. Issue Opening Date	February 22, 2023
2. Issue Closing Date	February 22, 2023
3. Pay-in Date	February 23, 2023
4. Deemed Date of Allotment	February 23, 2023
Issuance mode of instrument	DEMAT
Trading/issuance mode of the instrument	In Dematerialized form
Settlement mode of the instrument	Payment of interest and principal will be made by way of Cheque(s)/interest warrant (s)/demand draft(s)/ RTGS.
Depository	National Securities Depository Ltd. And Central Depository Services (India) Ltd.
Record date	15 Calendar days prior to each coupon payment / put option date / call option date / redemption date.
All covenants of the issue (including side letters, accelerated payment clauses etc.)	Such covenants as may be specified in the Transaction Documents, including that the Company shall not without the prior written approval of Debenture Trustee: <p>(i) apply the proceeds of the issue of Debentures for any purpose other than that for which the Issue was made; and</p> <p>(ii) induct into its board of directors a person whose name appears in the wilful defaulter's list of Reserve Bank of India (other than as a nominee director). In case such a person is already on the board of directors of the Company, it shall take expeditious and effective steps for resolution of the above.</p>
Transaction documents	(i) this Private Placement Memorandum;

	(ii) Debenture Trust deed; (iii) Debenture Trustee Agreement; and (iv) any other document that may be designated by the Trustee as a Transaction Document.
Conditions precedent to disbursement	Nil
Conditions subsequent to disbursement	As provided in Debenture Trust Deed to be executed between the Company and the Trustee.
Events of Default (including manner of voting / conditions of joining Inter-creditor Agreement)	Please refer clause "Event of Default" of this Private Placement Memorandum
Creation of recovery expenses fund	The Issuer will create and maintain the recovery expense fund as per the terms of Applicable Law, including any guidelines in this regard from SEBI, as may be amended from time to time.
Conditions for breach of covenants (as specified in the Debenture Trust Deed)	As specified in the Debenture Trust Deed
Disclosures as per the operating guidelines issued by the Stock Exchange in relation to Electronic Book Mechanism.	Mode of Bidding: Open Manner of Allotment: Multiple Yield Allotment Manner of Settlement: Through National Securities Clearing Corporation Limited (NSCCL) Settlement Cycle: T+1
Role and responsibilities of debenture trustee	Please refer clause "Rights, power and Discretion of the Trustee" of Private Placement Memorandum
Receivables	<p>means all and any of the monies, cash flows, receivables, proceeds accruing to the Company, amounts owing to, and receivable by the Company and/ or any person on its behalf, all book debts, present or future, arising from/ in connection with the business of the Company, both present and future, payable by or on behalf of the Company Customers to the Company as are Standard Assets, including without limitation:</p> <p>(d) all principal amounts;</p> <p>(e) all amounts on account of interest (including, without limitation, default or additional interest); and</p> <p>(f) all prepayment amounts and amounts due on account of termination and/ or prepayment including liquidated damages and break costs, if any,</p> <p>where, 'Standard Assets' shall mean receivables that are not more than 90 days past due and shall include such receivables where upon receipt of amounts from Company Customers towards such receivables as are more than 90 days past due, the amounts so received are sufficient to ensure that such receivable is less than 90 days past due;</p> <p>"Company Customers" means any person to whom the Company extends loans in its ordinary course of business pursuant to the Company loan documents.</p>
Security	<p>Exclusive charge on Charged Receivables of the Company. The security will be created in favour of the Trustees, with a minimum security cover ratio such that the book value of the Charged Receivables at all times provides the Security Cover.</p> <p>Where, 'Charged Receivables' shall mean the Receivables of the Company as identified or to be identified under the Deed of Hypothecation which from time to time are expressed to be, the subject of the Security such that the book value of such Receivables provides the Security Cover.</p> <p>Security Cover shall mean the Receivables as are Standard Assets whose value shall be equal to at least 1 (one) time the amounts outstanding under the Debentures.</p>
Fees charged by the debenture trustee	TBD
Risk factors pertaining to the issue	<p>1. Taxation</p> <p>Potential purchasers and sellers of the Debentures should be aware that they may be required to pay taxes in accordance with the laws and practices of India. Payment</p>



and/or delivery of any amount due in respect of the Debentures will be conditional upon the payment of all applicable taxes, duties and/or expenses.

Potential investors who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential investors should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time

## **2. Interest Rate Risk**

All securities where a floating rate of interest is offered are subject to price risk. The price of such securities will vary inversely with changes in prevailing interest rates, i.e. when interest rates rise, prices of floating income securities fall and when interest rates drop, the prices increase. The extent of fluctuation in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of prevailing interest rates. Any increase in rates of interest is likely to have a negative effect on the price of the Debentures.

## **3. The Debentures may be Illiquid**

It is not possible to predict if and to what extent a secondary market may develop in the Debentures or at what price the Debentures will trade in the secondary market or whether such market will be liquid or illiquid. As specified in this Offer Letter, an application has been made to list the Debentures on the NSE and an in-principle approval has been obtained. If the Debentures are so listed or quoted or admitted to trading on the NSE, no assurance is given by the NSE that any such listing or quotation or admission to trading will be maintained. The fact that the Debentures may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

The Company may, but is not obliged to, at any time purchase the Debentures at any price in the open market or by tender or private agreement. Any Debentures so purchased may be resold or surrendered for cancellation. The more limited the secondary market is, the more difficult it may be for holders of the Debentures to realise value for the Debentures prior to redemption of the Debentures

## **4. The Debentures may not be a suitable investment for all investors**

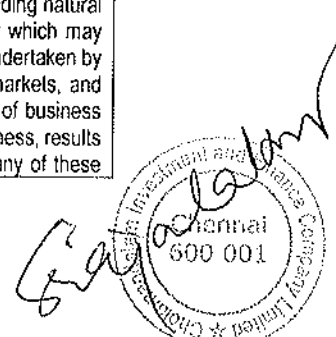
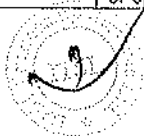
Potential investors should ensure that they understand the nature of the Debentures and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers such as legal, tax, accounting and other advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in the Debentures and that they consider the suitability of the Debentures as an investment in the light of their own circumstances and financial condition. These risks may include, among others, equity market risks, bond market risks, interest rate risks, market volatility and economic, political and regulatory risks and any combination of these and other risks.

## **5. Delays in court proceedings in India**

If any dispute arises between the Company and any other party, the Issuer or such other party may need to take recourse to judicial proceedings before courts in India. It is not unusual for court proceedings in India to continue for extended periods. Disposition of cases may be further subject to various delays including multiple levels of appellate adjudication.

## **6. Force majeure events, terrorist attacks or natural disaster or any other acts of violence or war involving India, or other countries could adversely affect the financial markets, may result in loss of customer confidence and adversely affect the Company's business, results of operations, financial conditions and cash flows.**

Certain force majeure events, being beyond the Company's control, including natural disasters, pandemic, terrorist attacks and other acts of violence or war which may involve India, or other countries, may cause interruption in the business undertaken by the Company and may adversely affect Indian or worldwide financial markets, and could lead to economic recession. These acts may also result in a loss of business confidence and have other consequences that could adversely affect business, results of operations and financial condition of the Company. More generally, any of these



	<p>events could lower confidence in India. Any such event could adversely affect the financial performance or the market price of the equity shares of the Company.</p> <p><b>7. Regulatory changes may adversely affect the performance or financial conditions.</b></p> <p>Regulatory changes relating to business segments in which the Company operates in India can have a bearing on the business. Each state in India has different local taxes and levies. Changes in these local taxes and levies may impact our profits and profitability. Any negative changes in the regulatory conditions in India or the other geographic markets could adversely affect our business operations or financial conditions.</p>
<b>Governing law and jurisdiction</b>	<p><b>8.</b> The Debentures and the Transaction Documents shall be governed by Indian law. Any disputes arising out of this issue will be subject to the exclusive jurisdiction of the Court at Chennai, Tamil Nadu.</p>

**Cash Flow (For single Non-convertible Debenture):**

Cash Flows	Cash Flow Date	Payment date*	Amount in Rupees Per Debenture of Rs.1 Lakh each
Issuance date	Thursday, February 23, 2023	Thursday, February 23, 2023	1,00,000.00#
1 <sup>st</sup> Interest Payment Date	Monday, March 27, 2023	Monday, March 27, 2023	745.21
2 <sup>nd</sup> Interest Payment Date	Wednesday March 27, 2024	Wednesday March 27, 2024	8,500.00
3 <sup>rd</sup> Interest Payment Date	Thursday, March 27, 2025	Thursday, March 27, 2025	8,500.00
4 <sup>th</sup> Interest Payment Date	Friday March 27, 2026	Friday March 27, 2026	8,500.00
Redemption date	Friday March 27, 2026	Friday March 27, 2026	1,00,000.00

\* subject to SEBI Circular number CIR/IMD/DF-I/122/2016 dated November 11, 2016 on day count convention

# subject to the final cutoff price as would be determined on EBP



## **FIRST SCHEDULE**

### **TERMS AND CONDITIONS OF THE DEBENTURES**

#### **1. DEBENTURES TO RANK PARI PASSU**

- (a) The Debentures shall rank *pari passu inter se* amongst the Debenture Holder(s) without any preference or priority of one over the other or others of them.
- (b) The Debentures shall at all times rank above all other present and future direct, unconditional, and unsecured obligations of the Company (save for such exceptions as may be provided by mandatory provisions of Applicable Law).

#### **2. COUPON AND DEFAULT COUPON**

##### **(a) Coupon**

The Company shall pay the coupon or interest on the nominal value of the Debentures to the Debenture Holders at the Coupon Rate, in a manner set out in the Disclosure Document.

##### **(b) Default Coupon**

If the Company fails to pay any amount payable by it under a Transaction Document on its due date, then interest shall accrue on the unpaid sum from the due date up to the date of actual payment (both before and after judgment) at a rate which is 2% (two per cent) per annum over and above the Coupon Rate ("**Default Coupon**").

##### **(c) Coupon on application monies**

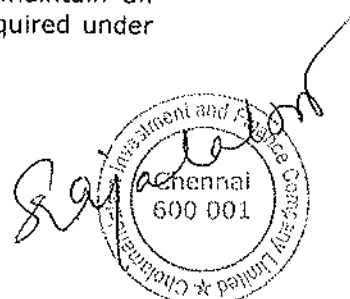
The Company shall pay interest on the Subscription Amount received by it till the applicable Deemed Date of Allotment. If the Subscription Amount is received on the same day as the Deemed Date of Allotment, then no additional Coupon shall be payable by the Company on the Subscription Amount.

#### **3. REDEMPTION**

The Company shall redeem the Debentures in the manner as set out in the Disclosure Document and as set out for each series of the Debentures under the respective Term Sheet.

#### **4. SECURITY**

- (a) The Debt shall be secured by the Security created or to be created under or pursuant to the Security Documents or evidenced by the Security Documents.
- (b) The Company shall during the currency of the Debentures ensure that the Security Cover shall be maintained in accordance with Clause 5.1.
- (c) The Company shall during the currency of the Debentures maintain an Security cover of at least 100% (one hundred per cent) as required under the Debenture Regulations.





5. **RESERVES**

- (a) As per the Companies (Share Capital and Debentures) Rules, 2014 read with the Companies Act, 2013, a debenture redemption reserve is not required to be created for issue of privately placed debentures by non-banking finance companies registered with Reserve Bank of India under Section 45 IA of the Reserve Bank of India (Amendment) Act 1997.
- (b) The Company is required to create a recovery expense fund in accordance with the Securities and Exchange Board of India (Issue and Listing of Debt Securities) (Amendment) Regulations dated October 8, 2020 and Regulation 15(1)(h) of SEBI ILNCS Regulations & shall promptly inform the Trustee about the same.

6. **PAYMENTS**

Any payments to be made to the Debenture Holders, including payment of interest and payment upon redemption shall be made by the Company using the services of electronic clearing services ("ECS"), real time gross settlement ("RTGS"), direct credit or national electronic fund transfer ("NEFT") into the accounts of the Debenture Holders; provided however, that where direct credit, ECS, RTGS, or NEFT service is not available, such payment shall be made by the Company by way of bank draft or demand drafts. Payment of the principal, all interest and other monies will be made to the sole holder of any Debenture and in case of joint holders to the one whose name stands first in register of beneficial owners.

The provisions of Clause 16(a) of this Deed shall be applicable in terms of tax deducted at source.

7. **TRANSFER/ TRANSMISSION OF DEBENTURES**

Transfer of Debentures in dematerialised form would be in accordance with the rules/ procedures as prescribed by the Depository and the relevant rules and regulations of SEBI. The Debentures (or any interest therein) shall be freely transferable and/ or transmitted in accordance with the provisions of Applicable Law including the Depositories Act, 1996 and the regulations made there under and the rules, regulations and byelaws of the Depository. The Debenture Holder(s) shall also have the right to novate, transfer or assign its rights and/ or the benefits under the Transaction Documents and upon such transfer/ transmission of the Debentures without the prior written notice to the Company and at the Debenture Holders' own cost and expense.

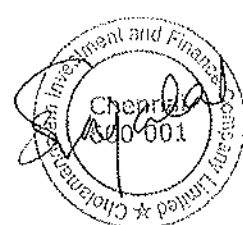
8. **DEBENTURE FREE FROM EQUITIES**

The Debenture Holder(s) will be entitled to their Debentures free from equities or cross claims by the Company against the original or any intermediate holders thereof.

9. **DEBENTURE NOT ENTITLED TO SHAREHOLDERS' RIGHTS**

The Debenture Holder(s) will not be entitled to any of the rights and privileges available to the shareholders including right to receive notices of or to attend and vote at general meetings of the Company.

If, however, any resolution affecting the rights attached to the Debentures is placed before the shareholders, such resolution will first be placed before the Debenture Holder(s) for their consideration.



#### 10. **VARIATION OF DEBENTURE HOLDER(S)' RIGHTS**

The rights and privileges of the Debenture Holder(s) and conditions attached to the Debentures may be varied, modified or abrogated with the consent in writing of the Majority Debenture Holders or pursuant to a Majority Resolution. *Provided that* nothing in such consent or resolution that is not acceptable to the Company shall be operative against the Company.

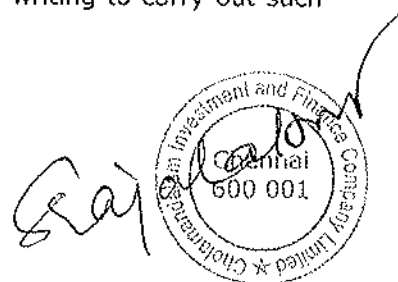
#### 11. **BUSINESS DAY CONVENTION**

- (a) Any interest, commission or fee accruing under a Transaction Document will accrue from day to day and is calculated on the basis of 365 (three hundred and sixty five) days' year or where the year is a leap year a 366 (three hundred and sixty six) days' year, and the actual number of days elapsed.
- (b) Interest payment which is due to be made on a day that is not a Business Day shall, subject to Applicable Law, be made on the succeeding Business Day.
- (c) Any payment (other than payment of interest but including the redemption amount) which is due to be made on a day that is not a Business Day shall, subject to Applicable Law, be made on the preceding Business Day.
- (d) During any extension of the due date for payment of any amounts under this Deed, Default Coupon is payable on such amounts.

#### 12. **AUTHORITY OF THE TRUSTEE**

Upon the occurrence of an admission of an application in relation to the corporate insolvency resolution process of any Company under the Insolvency and Bankruptcy Code, 2016, and the constitution of the committee of creditors under the Insolvency and Bankruptcy Code, 2016, or commencement of a restructuring under the Stressed Assets Framework to the extent permitted by Applicable Law, the Debenture Holders reserve the right to:

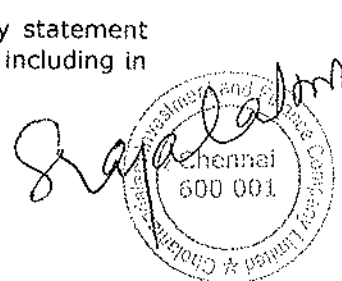
- (a) attend the meetings of the committee of creditors;
- (b) vote on behalf of themselves to the extent of their voting share; and
- (c) appear before any court or tribunal or governmental authority;
- (d) vote under the inter-creditor agreement pursuant to the Stressed Assets Framework in accordance with the SEBI circular dated October 13, 2020 bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 on standardisation of procedure to be followed by Debenture Trustee(s) in case of 'Default' by issuers of listed debt securities.
- (e) in their own capacity or authorise the Trustee in writing to carry out such actions on their behalf.



**SECOND SCHEDULE**  
**PROVISIONS FOR THE MEETINGS OF THE DEBENTURE HOLDER(S)**

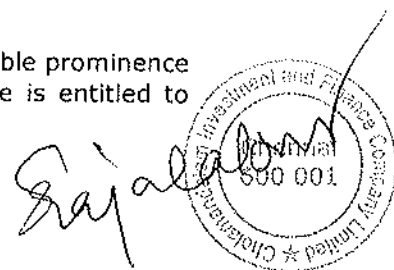
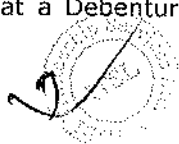
The following provisions shall apply to a meeting of the Debenture Holders:

1. A meeting of the Debenture Holders may be convened at any time by the Trustee or the Company and shall be convened by the Trustee upon receipt of written request of Debenture Holders representing not less than 1/10<sup>th</sup> in value of the nominal amount of the Debentures for the time being outstanding.
  2. The Trustee shall convene a meeting of the Debenture Holders on the happening of any event which constitutes an Event of Default or the occurrence of any event which in the opinion of the Trustee affects the interests of the Debenture Holders.
  3. A meeting of the Debenture Holders shall be held at such place in the city where the registered office of the Company is situated or at such other place as the Trustee shall determine.
  4. A meeting of the Debenture Holders may be called by giving not less than 5 (five) days' notice in writing.
  5. A meeting may be called after giving shorter notice than that specified in paragraph 4 above or a meeting may be held by way of passing written resolutions by circulation, if consent is accorded thereto by the Majority Debenture Holders.
  6. Every notice of a meeting shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
  7. Notice of every meeting shall be given to:
    - 7.1 every Debenture Holder in the manner provided in the Deed;
    - 7.2 the persons entitled to a Debenture in consequence of the death or insolvency of a Debenture Holder, addressed to them by name or by the title of 'representatives of the deceased', or 'assignees of the insolvent' or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred;
    - 7.3 the auditor or auditors for the time being of the Company (wherever applicable) in the manner authorized by the provisions of the Companies Act, 2013 (for notice to members of the company); and
    - 7.4 the Trustee when the meeting is convened by the Company and to the Company when the meeting is convened by the Trustee.
- Provided that where the notice of a meeting is given by advertising the same in a newspaper circulated in the neighbourhood of the registered office of the Company under the Companies Act, 2013, the statement of material facts referred to in the Companies Act, 2013 need not be annexed to the notice as required by that section but it shall be mentioned in the advertisement that the statement has been forwarded to the Debenture Holders.
8. The accidental omission to give notice to, or the non-receipt of notice by, any Debenture Holder or other person to whom it should be given shall not invalidate the proceedings at the meeting.
  9. There shall be annexed to the notice of the meeting an explanatory statement setting out all material facts concerning each such item of business, including in



particular the nature of the concern or interest, if any, therein of every director and the manager, if any, of the Company, provided that where any item of special business as aforesaid to be transacted at a meeting of the Debenture Holders relates to, or affects, any other company, the extent of shareholding interest in that other company of every director, and the managing director, if any, of the first mentioned company shall also be set out in the statement if the extent of such shareholding interest is not less than 20% (twenty per cent) of the paid up share capital of that other company.

10. Where any item of business consists of according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
11. Debenture Holders that represent  $66\frac{2}{3}\%$  (sixty-six two third per cent) of the nominal value of Debentures then outstanding Debentures shall constitute quorum for the meeting of the Debenture Holders.
12. If, within half an hour from the time appointed for holding a meeting of the Debenture Holders, a quorum is not present, the meeting, if called upon the requisition of the Debenture Holders shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the holding of the meeting, the Debenture Holders present shall be a quorum.
13. The nominee of the Trustee shall be the chairman of the meeting and in his absence the Debenture Holders personally present at the meeting shall elect one of themselves to be the chairman thereof by a poll.
14. If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Companies Act, the chairman elected by way of poll exercising all the powers of the chairman under the said provisions.
15. If some other person is elected chairman as a result of the poll, he shall be chairman for the rest of the meeting.
16. The Trustee and the directors of the Company and their respective solicitors may attend any meeting but shall not be entitled as such to vote thereat.
17. At any meeting, a resolution put to the vote of the meeting shall be decided by way of poll.
18. A poll demanded on a question of adjournment shall be taken forthwith.
19. A poll demanded on any other question (not being a question relating to the election of a chairman) shall be taken at such time not being later than 48 (forty eight) hours from the time when the demand was made, as the chairman may direct.
20. At every such meeting each Debenture Holder shall be entitled to 1 (one) vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.
21. Any Debenture Holder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debenture Holder or not) as his proxy to attend and vote instead of himself.
22. In every notice calling the meeting there shall appear with reasonable prominence a statement that a Debenture Holder entitled to attend and vote is entitled to



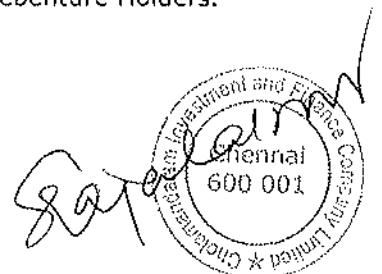
appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be a Debenture Holder.

23. The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarised certified copy of the power of attorney shall be deposited at the registered office of the Company not less than 48 (forty-eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than 24 (twenty-four) hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.
24. The instrument appointing a proxy shall:  
  
be in writing; and  
  
be signed by the person appointing or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
25. The instrument appointing a proxy shall be in any of the forms set out in the Companies Act, 2013 and related rules, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the articles of association of the Company.
26. Every Debenture Holder entitled to vote at a meeting of the Debenture Holders of the Company on any resolution to be moved thereat shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Company.
27. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debenture in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.
28. On a poll taken at any meeting of the Debenture Holders, a Debenture Holder entitled to more than 1 (one) vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.
29. When a poll is to be taken, the chairman of the meeting shall appoint 2 (two) scrutinisers to scrutinise the votes given on the poll and to report thereon to him.
30. The chairman shall have power, at any time before the result of the poll is declared, to remove scrutinisers from office and to fill vacancies in the office of scrutinisers arising from such removal or from any other cause.
31. Of the 2 (two) scrutinisers appointed under this Schedule, 1 (one) shall always be a Debenture Holder (not being an officer or employee of the Company) present at the meeting, provided such a Debenture Holder is available and willing to be appointed.
32. Subject to the provisions of the Companies Act, 2013, the chairman of the meeting

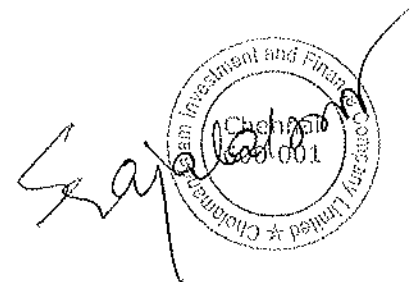


shall have power to regulate the manner in which a poll shall be taken.

33. The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
34. The chairman of a meeting of the Debenture Holders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
35. In the case of equality of votes on a poll the chairman of the meeting at which the poll takes place, shall not be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debenture Holder.
36. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
37. The chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
38. A meeting of the Debenture Holders shall, *inter alia*, have the following powers exercisable in the manner hereinafter specified in paragraphs 39 to 42 hereof:
  - 38.1 Power to sanction release, substitution or exchange of all or any part of the Charged Receivables from all or any part of the principal moneys owing upon the Debentures.
  - 38.2 Power to sanction any compromise or arrangement proposed to be made between the Company and the Debenture Holders.
  - 38.3 Power to sanction any modification, alteration or abrogation of any of the rights of the Debenture Holders against the Company or other assets and properties whether such right shall arise under the Deed or Debentures or otherwise.
  - 38.4 Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of assets under any power in the Company's memorandum of association or otherwise under the Companies Act, 2013 or provisions of any other Applicable Law.
  - 38.5 Power to assent to any modification of the provisions contained in the Deed and to authorise the Trustee to concur in and execute any supplemental deed embodying any such modification.
  - 38.6 Power to remove the existing Trustee and to appoint new trustee in respect of the Trust Property.
  - 38.7 Power to give any direction, sanction, request or approval, which under any provision of the Deed is required to be given by the Majority Debenture Holders.
  - 38.8 Power to give any direction, sanction, request or approval, which under any provision of the Deed is required to be given by all the Debenture Holders.



39. The power to remove the Trustee and appoint a new trustee under paragraph 38.6 above, will need the consent of such number of Debenture Holders which shall represent at least 75% (seventy-five per cent) of the nominal value of Debentures then outstanding.
40. Subject to paragraph 42 below, the powers set out in paragraph 38 above shall be exercisable by a resolution passed at a meeting of the Debenture Holders duly convened and held in accordance with the provisions herein contained and carried by a majority consisting of such number of Debenture Holders which shall represent more than 66<sup>2/3</sup>% (sixty six two third per cent) of the nominal value of Debentures then outstanding ("**Majority Resolution**").
41. A resolution, passed at a general meeting of the Debenture Holder duly convened and held in accordance with these presents shall, be binding upon all the Debenture Holders whether present or not, at such meeting and each of the Debenture Holders shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intentions being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.
42. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Trustee at the expenses of the Company and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained. Until the contrary is proved, every such meeting in-respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.
43. Notwithstanding anything herein contained, it shall be competent for the Debenture Holders to exercise the rights, powers and authorities of the Debenture Holders under this Deed by a letter or letters or by way of any electronic communication signed or issued by or on behalf of the holder or holders of the applicable nominal value of Debentures then outstanding without convening a meeting of the Debenture Holders as if such letter or letters or electronic communication constituted a resolution or a Majority Resolution passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.



**THIRD SCHEDULE  
SEBI AMENDMENTS 2020**

**1. Due diligence on continuous basis**

- (a) The Debenture Trustee shall carry out due diligence on continuous basis to ensure compliance by the Company, with the provisions of the Companies Act, 2013, SEBI LODR Regulations, SEBI ILDS Regulations, SEBI (Debenture Trustee) Regulations, 1993, the listing agreement of the stock exchange(s) where the Debentures are listed, this Deed and any other regulations issued by SEBI pertaining to debt issuance.<sup>1</sup>
- (b) For the purpose of carrying out the due diligence as required in terms of the SEBI Debenture Circulars, the Debenture Trustee, either through itself or its agents/ advisors/ consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors/ valuers/ consultants/ lawyers/ technical experts/ management consultants appointed by the Debenture Trustee.
- (c) The Company shall promptly disclose and furnish to the Debenture Trustee, all documents/ information about or in relation to the Company or the Debentures, as requested by the Debenture Trustee to fulfil its obligations hereunder or to comply with any Applicable Law, including in relation to filing of its reports/ certification to stock exchange within the prescribed timelines.<sup>2</sup>
- (d) The Company shall submit documents/ information as the Debenture Trustee may require to conduct continuous and periodical due diligence and monitoring of Security created/ assets on which security interest/ charge is created, which shall inter alia include:
  - (i) periodical status/ performance reports from the Company within seven days of the relevant board meeting of the Company or within 45 days of the respective quarter, whichever is earlier;<sup>3</sup>
  - (ii) details with respect to defaults, if any, with regard to payment of interest or redemption of Debentures;<sup>4</sup>
  - (iii) details with respect to the implementation of the conditions regarding creation of Security for the Debentures, debenture redemption reserve and Recovery Expense Fund;<sup>5</sup>
  - (iv) details with respect to the assets of the Company and of the guarantors, if any, to ensure that they are sufficient to discharge the interest and principal amount at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the Debenture Holders;<sup>6</sup>
  - (v) reports on the utilization of funds raised by the issue of Debentures;<sup>7</sup>
  - (vi) details with respect to conversion or redemption of the Debentures;<sup>8</sup>
  - (vii) details with respect to dispatch of the debenture certificates and interest warrants, credit of the debentures in the demat account of the debenture holders and payment of monies upon redemption of Debentures to the debenture holders due to them within the stipulated time period in accordance with the Applicable Law.<sup>9</sup>

<sup>1</sup> Paragraph 2 of the SEBI Circular dated November 12, 2020 read with Regulation 15(1)(s) of DT Regulations.

<sup>2</sup> Paragraph 2.1 of the SEBI Circular dated November 12, 2020.

<sup>3</sup> Regulation 15(1)(c) of SEBI (Debenture Trustees) Regulations, 1993 ("DT Regulations").

<sup>4</sup> Regulation 15(1)(d) of DT Regulations.

<sup>5</sup> Regulation 15(1)(h) of DT Regulations.

<sup>6</sup> Regulation 15(1)(i) of DT Regulations.

<sup>7</sup> Regulation 15(1)(k) of DT Regulations.

<sup>8</sup> Regulation 15(1)(m) of DT Regulations.

<sup>9</sup> Regulation 15(1)(p) of DT Regulations.





- (viii) details regarding monitoring of utilisation of funds raised in the issue of Debentures;<sup>10</sup>
  - (ix) certificate from the statutory auditors of the Company:
    - A. in respect of utilisation of funds during the implementation period of the project; and
    - B. in the case of debentures issued for financing working capital, at the end of each accounting year.<sup>11</sup>
  - (x) such other documents or information as may be required by the Debenture Trustee in accordance with the Applicable Law.
- (e) The Company shall:
- (i) provide such documents/ information and assistance to the Debenture Trustee as required by the Debenture Trustee to carry out the necessary due diligence and monitor the Security cover on a quarterly basis in the manner as may be specified by SEBI from time to time;
  - (ii) submit a certificate from the statutory auditor on a half-yearly basis, giving the value of receivables/ book debts, and maintenance of Security cover as per the terms of Offer Letter and/or this Deed including compliance with the covenants of the Offer Letter in the manner as may be specified by the SEBI from time to time.<sup>12</sup>
- (f) The Company shall submit the following reports/ certification to the Debenture Trustee within the timelines mentioned below:

Reports/Certificates <sup>13</sup>	TimeLine for submission of reports/ certifications by Debenture Trustee
Security cover certificate	As prescribed under the relevant regulations

- (g) The Debenture Trustee may at any time through its authorized representatives and agents, inspect books of account, records, registers of Company and the trust property to the extent necessary for discharging its obligations<sup>14</sup> and the Company shall provide full and unimpeded access to the records, registers and books of accounts and facilitate in the inspection and due diligence process. Any fees, costs expenses incurred in conducting such inspection/due diligence process shall be fully borne by the Company. In the event, any fees, costs expenses are borne by the Debenture Trustee, it shall be reimbursed forthwith by the Company upon request.

## 2. Debenture Redemption Reserve

It is acknowledged by the Company and the Debenture Trustee that, in terms of Companies (Share Capital and Debentures) Rules, 2014 issued under Companies Act, 2013, the Company is currently not required to maintain a debenture redemption reserve ("DRR") in respect of the Debentures. However, the Company hereby agrees to create the DRR if required as per Applicable Law.

## 3. Recovery Expense Fund

- (a) The Company shall maintain Recovery Expense Fund as per the provisions of SEBI (Debenture Trustees) Regulations, 1993 and any circulars, guidelines and regulations issued by SEBI, as applicable. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in

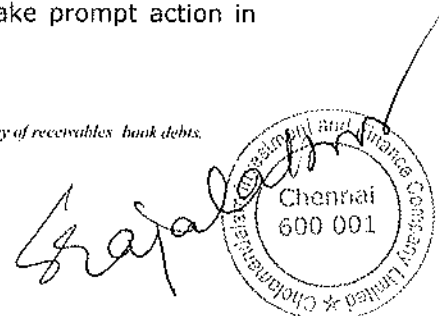
<sup>10</sup> Regulation 15(1A)(b) of DT Regulations.

<sup>11</sup> Regulation 15(1A)(c) of DT Regulations.

<sup>12</sup> Regulation 15(1)(i) of DT Regulations. This shall be required in cases where listed debt securities are secured by way of receivables/ book debts.

<sup>13</sup> Paragraph 2.1 of the SEBI Circular dated November-12, 2020.

<sup>14</sup> Regulation 15(5) of DT Regulations.



relation to the enforcement of the Security/legal proceedings in accordance with the transaction documents.<sup>15</sup>

- (b) **Creation of Recovery Expense Fund:** The Company shall deposit cash or cash equivalents including bank guarantees towards the contribution to Recovery Expense Fund with the designated stock exchange and submit relevant documents evidencing the same to the Debenture Trustee from time to time.<sup>16</sup> The Company shall ensure that the bank guarantees remains valid for a period of six months post the maturity date of the Debentures. The Company shall keep the bank guarantees in force and renew the bank guarantees at least seven working days before its expiry, failing which the designated stock exchange shall invoke such bank guarantee.<sup>17</sup>
- (c) **Utilisation of Recovery Expense Fund:** In the Event of Default, the Debenture Trustee shall obtain the consent of Debenture holders for enforcement of security/legal proceedings and shall inform the same to the designated stock exchange. The amount lying in the Recovery Expense Fund shall be released by the designated stock exchange to the Debenture Trustee within five working days of receipt of such intimation. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from Recovery Expense Fund towards enforcement of Security/legal proceedings.<sup>18</sup>
- (d) **Refund of Recovery Expense Fund to the Company:** The balance in the Recovery Expense Fund shall be refunded to the Company on repayment to the Debenture holders for which a 'No Objection Certificate (NOC)' shall be issued by the Debenture Trustee(s) to the designated stock exchange. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Company before issuing the NOC.<sup>19</sup>

**4. Inter Creditor Agreement("ICA"):**

If and as applicable, ICA if executed and if mandatorily required to be executed by the Subscribers under the directions issued by Reserve Bank of India described as the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions, 2019, containing framework with a view to providing a framework for early recognition, reporting and time bound resolution of stressed assets on June 7, 2019 as amended from time to time. The Company shall conform with the guidelines issued in respect ICA by the Regulatory Authorities from time to time,

**5. Forensic Audit:**

In case of initiation of forensic audit (by whatever name called) in respect of the Company, the Company shall provide following information and make requisite disclosures to the stock exchanges:

- (a) the fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available; and
- (b) final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management, if any

**6. The Company shall provide intimation regarding:**

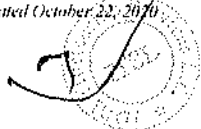
<sup>15</sup> Paragraph 1 of the SEBI Circular dated October 22, 2020.

<sup>16</sup> Paragraph 3(a) of the SEBI Circular dated October 22, 2020.

<sup>17</sup> Paragraph 3(c) of the SEBI Circular dated October 22, 2020.

<sup>18</sup> Paragraphs 5 and 6 of the SEBI Circular dated October 22, 2020.

<sup>19</sup> Paragraph 7 of the SEBI Circular dated October 22, 2020.



- (a) Any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities;
- (b) All covenants of the issue (including side letters, Event of Default clause, etc).

**7. Nominee Director:**

The Debenture Holder(s) and the Trustee shall have the right to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company ("**Nominee Director**") in the event of:

- (a) Two consecutive defaults in payment of interest to the Debenture Holder(s); or
- (b) default in creation of Security for Debentures (if applicable); or
- (c) default in Redemption of Debentures;

The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. The Company shall appoint the Nominee Director forthwith on receiving a nomination notice from the Trustee. The Nominee Director shall be appointed on all key committees of the board of directors of the Company. The Company shall take all steps necessary to amend its Articles of Association, if necessary to give effect to the above provision.

The Company shall appoint the person nominated by the debenture trustee in terms of clause (e) of sub-regulation (1) of regulation 15 of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, as a director on its Board of Directors at the earliest and not later than one month from the date of receipt of nomination from the debenture trustee.

**8. The Company shall ensure due compliance and adherence to the SEBI Debenture Circulars in letter and spirit.**

**9. Default interest rate**

**a) Default in Payment and Other Defaults**

In case of default in payment of Interest and/or principal redemption on the Debentures on the due dates, additional interest at 2% p.a. (two percent per annum) over the Coupon Rate will be payable by the Issuer for the defaulting period. However, any non-payment of Interest and / or principal on account of RBI Guidelines, "Special Features" and other terms of Summary Term Sheet, shall not be considered as default in payment of interest and/or principal redemption and as such no default interest shall be payable.

**b) Delay in execution of Debenture Trust Deed**

If not already executed, the Company shall execute the Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of Debenture Trust Deed, the Company will pay penal interest of at least 2% p.a. (two percent per annum) over the Coupon Rate till the execution of Debenture Trust Deed.

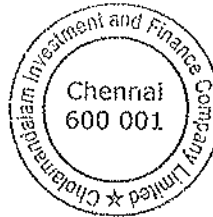


IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their respective authorised representatives on the day and year first hereinabove written in the manner hereinafter appearing.

**SIGNED AND DELIVERED** by and on behalf of  
**CHOLAMANDALAM INVESTMENT AND  
FINANCE COMPANY LIMITED** the within named  
Company by Ms. Rajalakshmi Sriram, being the  
person authorised by the board of directors who has  
subscribed his signature hereto in token thereof.



Signatory Name: Rajalakshmi Sriram  
Designation: Assoc. VP-Treasury



**SIGNED AND DELIVERED** by and on behalf of  
IDBI Trusteeship Services Limited the within  
named TRUSTEE, by its authorized representative.

FOR IDBI TRUSTEESHIP SERVICES LTD.



Signatory Name: Ramakrishna  
Designation: Constituent Attorney

