



महाराष्ट्र MAHARASHTRA

2022

BV 192050

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९४
- 3 JAN 2023
सक्षम अधिकारी

श्रीमती उल्का पाटील

BOND TRUST DEED

THIS BOND TRUST DEED (hereinafter referred to as the "Deed" and/or "Indenture") is made at Mumbai on this 03 February 2023.

BY AND BETWEEN

1. NATIONAL BANK FOR AGRICULTURE & RURAL DEVELOPMENT (NABARD), a statutory corporation established under an Act of Parliament i.e. National Bank For Agriculture And Rural Development Act, 1981 (61 of 1981) having its head office at C-24, G-Block, Bandra Kurla Complex, Bandra (East) Mumbai (the "Issuer", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART

AND

2. AXIS TRUSTEE SERVICES LIMITED, a company incorporated under the Companies Act, 1956 with Corporate Identity Number – U74999MH2008PI.C182264 and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400 025 and Corporate office at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg,



6 JAN 2023

जोडपत्र - २ Annexure - II

6 JAN 2023
YES/NO

दस्तावा प्रकार	
दस्त नोंदणी करणार आहेत का	
मिळकतीचे वर्णन -	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
मुद्रांक विकत घेणाऱ्याचे नाव	Plot No. C-24, G-Block, Bandra Kurla Complex, Post Box No. 8121, Bandra (E), Mumbai - 400 051.
दुसऱ्या पक्षकऱ्याचे नाव	
हस्ते असल्यास त्यांचे नाव व पत्ता	
मुद्रांक शुल्क व्यक्ती	
मुद्रांक विक्री नोंद वही अ. क्रमांक/दिनांक	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	
परवाना क्रमांक: ८००००१४	
मुद्रांक विक्रीचे दिवस/पत्ता: मंत्रालय बँक आंध्र शाखा, मुंबई	
दि महाराष्ट्र मंत्रालय ऑफ अल्फा अफिशियल. ऑप. बँक लि.	
मंत्रालय - ४०० ०३२.	
ज्या कारणासाठी जमिनी मुद्रांक खरेदी केला त्याची त्या कारणासाठी मुद्रांक खरेदी करण्यापासून ६ महिन्यात वाचरणे बंधनकारक आहे.	

Securities

Axis Trustee



Dadar West, Mumbai- 400 028, in its capacity as Bond Trustee for the Bond Holder(s) (hereinafter referred to as the “**Bond Trustee**” or the “**Trustee**”, which expression shall, unless repugnant to the subject or context thereof, and include its successors and assigns) of the **OTHER PART**.

WHEREAS:-

NABARD has been set up under an Act of Parliament – National Bank for Agriculture & Rural Development Act, 1981 having a Capital base of Rs.17080 crore entirely owned by the Government of India and Reserve Bank of India

- I. With a view to meet the Issuer’s requirements for the Purpose (as hereinafter defined), pursuant to the authority granted by the resolution of the Board of the Directors at its meeting held on 16 March 2022, intends to issue [AAA rated] listed unsecured redeemable non-convertible bonds each having a face value of Rs. (1,00,000)/- (Rupees One lakh only) of the aggregate nominal value of **Rs. 4701.50 Crores (Rupees Four Thousand Seven Hundred One Crore Fifty Lakh Only)** (hereinafter referred to as the “**Bonds**”) on private placement in dematerialized form, in terms of Term Sheet and Information Memorandum
- II. Accordingly NABARD has allotted the Bonds for cash at par basis in terms of the Disclosure Document to the subscribers thereof (“**Bond Holders**” or “**Non-Convertible Bond Holders**” or “**NCD Holders**”).
- III. The debt equity ratio of the Issuer after the issue of the Bonds is 9.59. The Bonds have been rated as “AAA” by CRISIL Limited and/or India Ratings & Research Ltd and/or ICRA Ltd. The rating indicates high degree of safety with regard to timely payment of financial obligations. The Issuer has entered into an agreement with depositories viz. National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) for the issuance of Bonds in dematerialised form.
- IV. The Bond Trustee is registered with the Securities and Exchange Board of India (SEBI) as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993 and pursuant to the letter dated April 22, 2021 has agreed to act as a bond trustee, in trust for the benefit of the Bond Holders. The Bond Trustee and the Issuer have entered into a Bond Trustee Agreement dated May 13, 2022 whereby the Issuer has appointed the Bond Trustee and the Bond Trustee has agreed to be appointed as bond trustee for the benefit of the Bond Holder(s) and for purposes related thereto. Under the Bond Trustee Agreement the Parties have also agreed to execute a bond trust deed;
- V. Accordingly the Bond Trustee has called upon the issuer to execute this Deed being these presents, pursuant to which the Bonds are being issued, and accordingly these present shall record the various terms, conditions and stipulations as well as the issuer’s obligation in respect of the Bonds including redemption of the Bonds, payment of interest, remuneration of the Trustee and all costs, charges, expenses and other monies in accordance with the terms of the issue, conditions of appointment of Bond Trustee, creation, and the Issuer has agreed to do so in the manner set out hereinafter.

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

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:-



“**Act**” shall mean National Bank for Agriculture and Rural Development Act 1981 as may be amended from time to time and shall include any statutory amendment or re-enactment thereof from time to time including but not limited to the rules, circulars or orders issued thereunder

“**Applicable Law**” shall mean any statute, law, regulation, notification, ordinance, rule, judgement, rule of law, order, decree, government resolution, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or governmental or regulatory authority, having jurisdiction over the matter in question, whether in effect as of the date of this Deed or thereafter and in each case as amended.

“**Board**” shall mean the board of directors of NABARD for the time being and from time to time.

“**Business Day**” means a day (other than a Saturday, Sunday or a Bank holiday) on which on which money market is functioning in Mumbai and “**Business Days**” shall be construed accordingly.

“**Bonds**” means rated listed unsecured redeemable non-convertible bonds each having a face value of Rs.1,00,000/- (Rupees One Lakh only) of the aggregate nominal value of **Rs.4701.50 Crores (Rupees Four Thousand Seven Hundred One Crore Fifty Lakh Only)** issued or to be issued by the NABARD in terms of the Prospectus/ Disclosure Document and these presents to the Bond Holder(s) in dematerialised form, together with the benefit of the Financial Covenants and Conditions applicable thereto. In case the bonds are to be issued in dematerialised form the Issuer shall follow the procedure laid down in Part – “B” of the **Second Schedule** hereunder written.

“**Bond Holder(s)**” or “**Holders of Bonds**” or “**Beneficial Owners(s)**” means the persons who are, for the time being and from time to time, the owners of the Bonds in physical form or electronic (dematerialised) form, and whose names appear in the register of bond holders(s) or the list of beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository viz. NSDL or CDSL, as the case may be and “**Beneficial Owner**” means each such person and includes their respective successors/ transferees and assigns.

“**Bond Trustee Agreement**” shall mean the bond trustee agreement, dated 13th May 2022, entered into by and between the Issuer and the Bond Trustee.

“**Deed**” or “**Indenture**” means this bond trust deed as may be amended, modified, or supplemented from time to time.

“**Deemed Date of Allotment**” means details as per the table below:

Series Name	Deemed Date of Allotment
7.58% NABARD 2026 Bonds Series 23H	03 February 2023

“**Depository**” shall mean the depository with whom the Issuer has made arrangements for dematerializing the Bonds namely NSDL and/or CDSL.

“**Disclosure Document/Prospectus**” means disclosure document for the respective series of Bonds, which sets out the key terms upon which the Bonds are proposed to be issued by the Issuer for inviting subscription to the Bonds.



*

"Events of Default" shall mean any event or circumstance as described in Clause 8 of this Deed.

"Financial Covenants and Conditions" means the covenants and conditions on the part of the Issuer to be observed and performed as set out in the **Prospectus/ Disclosure Document** and **First Schedule** hereunder written and as the same may from time to time, be modified in accordance with these presents.

"Final Redemption Date" means the date of redemption as mentioned in the term Sheet of respective bonds issue, when the nominal amount of the outstanding Bond/s is to be paid by the Issuer to the Bond Holder(s) together with all the accrued coupon, further interest, and all other monies whatsoever due and payable by Issuer in respect of the Bonds.

"Government Authority".

shall include president of India, the government of India, governor or the government of any state in India or any ministry, department, board, authority, instrumentality, agency, corporation or commission semi-governmental or judicial or quasi-judicial or administrative entity, any self-regulatory organization, under the direct or indirect control of the government of India.

"Inter Creditor Agreement" or "ICA" shall mean an agreement entered under the directions issued by RBI described as the RBI (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 providing a framework for early recognition, reporting and time bound resolution of stressed assets on June 7, 2019 as amended from time to time read with the SEBI circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 prescribing the procedure to be followed by debenture trustees in case of 'Default' by issuers of listed debt securities including seeking consent from the Debenture Holder(s) for entering into an inter-creditor agreement, as amended from time to time.

"Material Adverse Effect" means an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be expected to cause a **material adverse effect on or a material adverse change [in the judgment of Bond Trustee, acting on the instruction of the Majority Bond Holder(s)/Beneficial Owner(s)] on: the business, operations, property, assets, condition (financial or otherwise) or prospects of the Issuer; or the ability of the Issuer to enter into and to perform its obligations under Transaction Documents or any other related document to which Issuer is or will be a party; or the legality or validity or enforceability of the Transaction Documents or any other related document or the rights or remedies of Bond Holder(s) /Beneficial Owner(s) thereunder; or any other effect or change which adversely affects the interest of the Bond Holder(s) /Beneficial Owner(s) or the Bond Trustee.**

Majority Bond Holder(s)/Beneficial Owner(s)" shall at any time mean such number of Bond Holder(s)/Beneficial Owner(s) holding more than 50% of the nominal value of the then outstanding Bonds. For sake of clarity, it is herein clarified that the 'majority' shall be determined as majority of debenture holders under each respective International Securities Identification Number ("ISIN").;

"Obligations" shall mean all obligations at any time due, owing or incurred by the Issuer to the Bond Trustee and the Bond Holders in respect of the Bonds and shall include (i) the obligation to redeem the Bonds in terms thereof including payment of coupon/interest, default interest, penal interest, any outstanding remuneration of the Bond Trustee and all fees, costs, charges and expenses payable to the Bond Trustee/Bond Holders and other monies payable by the Issuer in respect of the Bonds under the Transaction Documents; (ii) in the event of any proceedings for the collection and/or enforcement of the obligations of the Issuer in respect of the Bonds, after an Event of Default shall have occurred, the



expenses of retaking, holding, preparing for sale, selling or otherwise disposing of or realizing the assets or any part thereof, of the Issuer, or of any exercise of the Bond Trustee of its right under the relevant Transaction Documents, together with legal fees and court costs.

“Part A” shall mean all the text, clauses, sub-clauses which have been included in the Part A of this Deed. The Part A are statutory clauses, sub-clauses /standard information pertaining to the Debentures.

“Part B” shall mean all the text, clauses, sub-clauses which have been included in the Part B of this Deed containing details specific to the Debentures, as amended from time to time.

“Purpose” shall mean the purpose for which the Bonds have been issued by the Issuer being to meet the disbursement requirements. The funds raised through this Issue would be used for funding loans and advances to eligible institutions or to fund for long term irrigation projects under long term irrigation fund or to fund for GOI’s Pradhan Mantri Awas Yojana - Gramin, or to fund for Swachh Bharat Mission, or exclusively for financing agriculture/allied activities and non-farm sector under various sections of National Bank for Agriculture and Rural Development Act, 1981.

“Repay” shall include **“Redemption”** and *vice versa* and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.

“Record Date” shall mean in relation to any date on which any payments are scheduled to be made by the Issuer to the Bond Holders, the day falling 15 calendar days prior to such date;

“Recovery Expense Fund” shall mean fund contributed by the Issuer towards creation of a recovery expense fund as required to be created in terms of the SEBI REF Circular.

1.1.1 **“SEBI Defaults (Procedure) Circular”** shall mean the SEBI circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020, as amended from time to time.

1.1.2 **“SEBI Operational Framework Circular”** shall mean the SEBI circular bearing reference number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021, as amended/updated from time to time.

1.1.3 **“SEBI REF Circular”** shall mean the circular bearing reference number SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 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.

1.1.4 **“Term Sheet”** shall mean as per following details:

Security Name	Disclosure Document Date
7.58% NABARD 2026 Bonds Series 23H	31 January 2023

“Transaction Documents” shall mean the documents executed in relation to the issue of the Bonds including but not limited to the Disclosure Documents/Prospectus, Subscription Agreement (if any), the letters issued by the rating agency, Initial Bond Trustee Agreement,



this Deed, necessary powers of attorney and such other documents as designated as such by the Bond Trustee.

All other capitalised terms unless defined expressly under this Agreement, shall have the meaning assigned to it in the Subscription Agreement (if any) or the Disclosure Documents/Prospectus.

- 1.1 Words denoting singular number only shall include plural number and *vice versa*.
- 1.2 Words denoting one gender only shall include the other gender.
- 1.3 Words denoting persons only shall include companies and bodies corporate.
- 1.4 Words and expressions defined in the Financial Covenants 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.
- 1.5 All references in these presents to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.
- 1.6 All references in these presents to Schedules, Clauses, Sub-Clauses, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the Schedules, Clauses, Sub-clauses, Paragraphs and Sub-paragraphs of these presents.
- 1.7 The recitals and schedules shall constitute an integral and operative part of this Deed. The provisions contained in the Schedules hereunder written shall have effect in this manner as if they were specifically herein set forth.
- 1.8 Reference to any document includes an amendment or supplement to, or replacement or novation of, that document.
- 1.9 no provision of this Deed shall be interpreted in favour of or against any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
- 1.10 In the event of any disagreement between the Issuer and the Bond Trustee regarding the materiality or reasonableness of any event under the Transaction Documents, the Bond Trustee (acting on the instructions of the Bond Holders) shall be entitled at their discretion, to determine such materiality or reasonableness
- 1.11 Whenever any coupon payment date falls on a day other than a Business Day, such payment shall be made on the immediately following Business Day.
- 1.12 Whenever any maturity date falls on a on a day other than a Business Day, such payment shall be made on the previous Business Day.
 - 1.12.1 All references to the consent or discretion or agreement or waivers or any actions of the Debenture Trustee under this Deed or any other Transaction Documents shall mean the Debenture Trustee acting in accordance with the consent of the Majority Debenture Holders unless specifically provided otherwise.
 - 1.12.2 In the event there is any conflict between the provisions of the Part A and Part B of this Deed, the specific terms in Part B shall prevail over the inconsistent provisions, if any, in Part A.



- 1.12.3 The obligations of the Issuer shall be governed by the provisions contained in the [Disclosure Document/ Prospectus/ Offer Letter] and these presents, and in the event of there being any inconsistency or repugnancy between the provisions contained in the Information Memorandum and these presents, the provisions contained in the Information Memorandum shall prevail over this Deed for all purposes and to all intents¹.

PART – A OF THE DEBENTURE TRUST DEED

APPOINTMENT OF THE TRUSTEE

2.1 Appointment of Trustee

The Issuer has appointed the Bond Trustee as trustee for the Bond Holders pursuant to the Bond Trustee Agreement. The Issuer appoints Axis Trustee Services Limited as the Trustee, and the Trustee agrees to act as trustee for the benefit of the Bond Holder(s)/Beneficial Owners(s) and their successors, transferees and assigns under the trust HEREUNDER created pursuant to Clause 2.2 below and in such trust capacity, the Trustee agrees and is authorised:

- a) to execute and deliver this Deed, all other Transaction Documents and all other documents, agreements, instruments and certificates contemplated by this Deed or the other Transaction Documents which are to be executed and delivered by the Trustee or as the Trustee shall deem advisable and in the best interests of the Bond Holder(s)/Beneficial Owners(s);
- b) to take whatever action as shall be required to be taken by the Trustee by the terms and provisions of the Transaction Documents, and subject to the terms and provisions of this Deed or any other Transaction Documents, to exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred to in this clause 2.1(a) above in such documents, agreements, instruments and certificates; and
- c) subject to the terms and provisions of this Deed and the other Transaction Documents, to take such other action in connection with the foregoing as the Bond Holder(s) may from time to time direct.

PROVIDED that before initiating any action or exercising any right or performing any duty under this Deed or any Transaction Documents, the Trustee shall seek written instructions from the Bond Holder(s) and only upon receipt of such instructions shall the Trustee exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred in these presents.

2.2 Declaration of Trust by the Trustee

- a) The Issuer hereby settles in trust with the Bond Trustee, a sum of Rs.1,000/- (Rupees One Thousand only). The Trustee hereby declares and confirms that it has, accepted the above sum of Rs.1,000/- (Rupees One Thousand only) in trust declared and settled and kept apart the sum being the initial corpus (hereinafter referred to as 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 powers, provisions, agreements and declarations herein contained.

¹ The nature of transaction (public or private issue etc.) to be considered and this provision may be modified on case to case basis



b) The Trustee hereby declares that in relation to the Bond Holder(s), it shall, as the case may be hold:

1. the Initial Contribution;
2. all of its rights under or pursuant to this Deed and all sums received by it under this Deed (save for any sums received solely for its own account); and
3. all monies received by it out of, whether prior to or as a result of enforcement of the Transaction Documents or the exercise of rights and remedies under this Deed,

upon trust and for the benefit of the Bond Holder(s)/Beneficial Owner(s) and subject to the powers and provisions hereinafter declared and contained and concerning the same, for due payment and discharge of the Obligations.

c) The Trustee declares that it shall not revoke the trusts hereby declared till whole of the Obligations is irrevocably discharged and paid in full by the Issuer to the Bond Holder/Beneficial Owner and the Trustee under the Transaction Documents.

3. TRUSTEE REMUNERATION

- 3.1 The Issuer shall pay to the Trustee remuneration as mentioned in the NABARD's letter dated April 27, 2022, read with Debenture Trustee offer letter dated , as may be amended or supplemented from time to time.
- 3.2 The Issuer shall, in case of default in payment of stipulated remuneration as detailed hereinabove, pay to the Trustee default/delayed interest at the rate as applicable under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time, until the actual date of payment
- 3.3 The Issuer shall reimburse the Trustee all legal, travelling, conveyance and other costs, charges and expenses incurred by them, their officers, employees or their agents in connection with execution of these presents including costs, charges, expenses of and incidental to the approval and execution of these presents and all other Transaction Documents and the Issuer hereby agrees to indemnify the Trustee against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by them in respect of any matter or thing done or omitted to be done without their wilful default in respect of or in relation to the Transaction Documents.

4. RETIREMENT AND REMOVAL OF TRUSTEE

- 4.1 The Trustee hereof may, at any time without assigning any reason and without being responsible for any loss or costs occasioned thereof, resign/retire as the trustee, provided that the Trustee shall have given at 30 (thirty) days previous notice in writing to the Issuer.
- 4.2 The Issuer shall, upon receipt of notice of resignation issued by the Bond Trustee, take prompt steps to appoint another entity competent to act as trustee for the Bond Holders in place of the Bond Trustee with the written consent of the Majority Bond Holders/Beneficial Owners. The Trustee shall continue to act as Bond Trustee until a successor trustee is appointed. In the event the successor trustee is not appointed within 30 (thirty) days after receipt of any notice of retirement/resignation by the Trustee, the Trustee shall continue to act as the bond trustee until such time as the successor trustee is appointed on payment of such fees as may be agreed between the Issuer and the Trustee.



- 4.3 Any body corporate or entity which is registered as a Trustee with the Securities and Exchange Board of India 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.
- 4.4 The Trustee hereof may be removed by the Bond-holder(s)/Beneficial Owner(s) by a Special Resolution duly passed at the meeting of the Bond holder(s)/ Beneficial Owner(s) convened in accordance with the provisions set out in the **Third Schedule** hereunder written. The Issuer shall appoint such person or persons as may be nominated by such resolution as new Trustee or Trustee hereof.
- 4.5 Upon appointment of the successor trustee pursuant to the preceding Clauses 4.2 or 4.4 above, all references in this Deed to the Bond Trustee shall, unless repugnant to the context, mean and refer to the successor trustee and the successor trustee shall without any further act or deed succeed to all the powers and authorities and be subject to all duties, liabilities and responsibilities of the Bond Trustee as if it had been originally appointed as the trustee hereunder.
- 4.6 Notwithstanding anything contained in this Deed, the Debenture Trustee shall not relinquish its assignment unless and until another debenture trustee has been appointed in its place.

1.1 Rights and Privileges of Trustee

- 1.1.1 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 provisions of the SEBI Act, 1992, Regulations/Circulars made/issued thereunder or any other statute limiting the liability of the Trustee, IT IS EXPRESSLY DECLARED as follows:-

- (a) The Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Issuer or by the Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. Any such advice, opinion or information and any communication passing between the Trustee and their representative or attorney or a receiver appointed by them may be obtained or sent by letter, electronic mail, facsimile, or telephonic message and the Trustee, their representative or attorney or the receiver shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, electronic mail, facsimile or telephonic message even if the same suffers from inaccuracy, error, genuineness or any other shortcoming which is unknown to the Trustee;
- (b) The Trustee shall have the right to rely on notices, communications, advertisement or any information on the website of the Issuer or any other related party with respect to issue of Debentures;
- (c) Subject to the provisions of Section 71(7) of the Act and Rule 18 (3) of the Companies (Share Capital and Debentures) Rules, 2014, the Trustee shall not be responsible for the consequences of any bona fide mistake, oversight or error of judgment or want of prudence on their part or on the part of any attorney, receiver or any person appointed by them and shall not be responsible for any misconduct on account of any person appointed by them or be bound to supervise the proceedings of any such appointee.



- (d) The Trustee shall be responsible for acts and omissions of its employees performed during the normal course of its business in case of gross negligence, wilful misconduct and fraud as conclusively determined by court of competent jurisdiction;
- (e) In the event the Trustee has actual knowledge of certain facts which would consequently result in an Event of Default, the Trustee shall immediately inform the Debenture Holder(s);
- (f) The Trustee may, with the consent of all the Debenture Holder(s)/ Beneficial Owner(s), at any time, waive on such terms and conditions as it shall seem expedient, any breach by the Issuer of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee or the Debenture Holder(s)/ Beneficial Owner(s) in respect of any subsequent breach thereof.
- (g) The Trustee shall, as regards, all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion, in consultation with Debenture-holder(s)/Beneficial Owner(s), as to the exercise thereof and to the mode and time of exercise thereof and in the absence of fraud shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Debenture Holder(s)/Beneficial Owner(s) under the provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Trustee made for providing the same and the Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;
- (h) The Trustee hereof being a Company may, in the execution and exercise or all or any of the trusts, powers, authorities and discretion 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 discretion 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. Any actions of such officers and sub-delegates shall have the same protection as accorded to the Trustee in terms of this Deed.
- (i) The Trustee may, in carrying out the trust business, employ and pay any person to transact 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 trust 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 including matters which might or should have been attended to in person by the Trustee.
- (j) The Trustee shall be entitled to rely upon any resolution purporting to have been passed at any meeting of the Debenture Holder(s)/Beneficial Owner(s) in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Debenture-holder(s)/Beneficial Owner(s);



- (k) Without prejudice to the rights to indemnify by law given to the Trustee, the Trustee and every attorney, manager appointed by them shall subject to the provisions of the Act be entitled to be indemnified by the Issuer in respect of all liabilities and expenses incurred by any of them in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any bona fide mistake, oversight, error of judgement or want of prudence on the part of the Trustee or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anywise relating to this Agreement and discharge of its obligations and the Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Trustee as herein provided and all money payable to them arising out of or in connection with these presents or the issue of the Debentures;
- (l) The Trustee shall have full power, in consultation with Debenture Holder(s)/Beneficial Owner(s), to determine all questions and doubts arising in relation to any of the provisions of these presents and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Trustee) shall be conclusive and binding upon all persons interested under these presents;
- (m) The Trustee shall be under no obligation to provide the Debenture Holders with any credit or other information concerning the financial condition or affairs of the Issuer, except those received by it in its capacity as the Trustee hereunder.
- (n) The Trustee shall monitor covenants by Issuer in relation to Debentures in the manner as specified by SEBI.
- (o) The Trustee shall ensure that the Company does not commit any breach of the terms of issue of Debentures or covenants of this Deed by monitoring the same in the manner specified by the SEBI and take such reasonable steps as may be necessary to remedy any such breach².
- (p) The Trustee shall have right to share such information in relation to the Issuer / Debentures to the Credit Rating Agency as prescribed / required under Applicable Laws or as necessary to discharge its function as a debenture trustee³

PROVIDED NEVERTHELESS that nothing contained in this clause shall exempt the Trustee from or indemnify them against any liability for breach of trust or any specific obligations cast upon them under the Applicable Laws nor any liability which by virtue of any rule or law would otherwise attach to them in respect of any gross negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder, as may be finally determined by a court of competent jurisdiction.

Notwithstanding anything contained herein, no clause in the Debenture Trust Deed shall have the effect of:

- (a) limiting or extinguishing the obligations and liabilities of the Debenture Trustee or the Issuer in relation to any rights or interests of the Debenture Holders;
- (b) limiting or restricting or waiving the provisions of the Act, regulations, circulars or guidelines issued by the SEBI; and
- (c) indemnifying the Debenture Trustee or the Issuer for loss or damage caused by their act of negligence or commission or omission.

1.2 Duties of Debenture Trustee

² Regulation 15(1)(f) of SEBI (DT) Regulations, 1993
³ Annexure 17 of SEBI Operational Circular for CRAs dated January 6, 2023



1.2.1 In performing its obligations in relation to the Debentures, the Debenture Trustee shall:

- (a) perform its duties and obligations, and exercise its rights and discretions, in keeping with the trust reposed in the Trustee by the Debenture Holder(s), and shall further conduct itself, and comply with the provisions of all Applicable Law, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Trustee;
- (b) carry out its duties and perform its functions as required to discharge its obligations under the terms of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, SEBI (Debenture Trustees) Regulations, 1993, SEBI Defaults (Procedure) Circular, the SEBI REF Circular, SEBI circular dated May 19, 2022 titled "revised format of security cover certificate, monitoring and revision in timelines", the Debenture Trustee Agreement, SEBI Operational Framework Circular, the [Disclosure Documents/ Offer Letter/ Prospectus] and all other related Transaction Documents, with due care, diligence;
- (c) call for and obtain periodic status/ performance reports utilization reports or any other documents from the Issuer, as may be required by the Debenture Trustee to comply with its obligations under the Applicable Laws including for compliance with covenants of the issue, creation and maintenance of Recovery Expense Fund and Debenture Redemption Reserve in relation to the Debentures;
- (d) issue letters / confirmations / no objection certificate, or any other communication as requested by the Issuer in accordance with the Transaction Documents;
- (e) ascertain and:
 - i. exercise due diligence to the extent required under Applicable Law, to ensure compliance by the Issuer, with the provisions of the Act, SEBI (Listing Obligations and Disclosure Requirement), Regulations, 2015, SEBI (Debenture Trustees) Regulations, 1993 this Deed or any other regulations issued by SEBI in the issue and allotment of the Debentures and credit of the Debentures in the demat accounts of the Debenture Holder(s);
 - ii. [satisfy itself that interest due on the Debentures have been paid to the Debenture Holder(s) on or before the due dates];
 - iii. satisfy itself that Debenture Holder(s) have been paid the monies due to them on the date of Redemption of the Debentures.
- (f) communicate promptly to the Debenture Holder(s) defaults, if any, with regard to payment of interest or Redemption of Debentures or occurrence of any other Event of Default which is known to the Trustee along with all information relating to cure periods (if any) and action taken or proposed to be taken by the Trustee therefor;
- (g) carry out all its obligations, duties and functions as the Debenture Trustee in accordance with the terms set out in the Transaction Documents and where the same is silent or contrary to any other provision of the Transaction Documents, on the instructions of the Majority Debenture Holder(s);
- (h) not do any act, deed or thing which is prejudicial or detrimental to the interest of the Debenture Holders and at all times act in the best interest of the Debenture Holder(s);
- (i) shall not relinquish its assignment unless and until another debenture trustee has been appointed in its place;
- (j) inform SEBI immediately of any breach of this Deed or provision of any Applicable Law, which comes to its knowledge, if required under Applicable Laws;
- (k) keep all customary books and records relating to the receipt and distribution of all moneys which it may receive or be entitled to hereunder or under any Transaction Documents;
- (l) convene a meeting of the Debenture Holder(s) in accordance with Applicable Laws;



- (m) seek the status of payment from the Issuer and/or conduct independent assessment (viz., from the Account Bank, Debenture Holders, rating agencies etc.) to determine if the Issuer fails to intimate the status of payment of the Debentures within 1(one) working day of the Redemption Date. Based on such assessment, the Debenture Trustee shall intimate stock exchange(s) and Depository the status of payment within 9 (nine) working days of the Redemption Date or within such other revised timelines as may be prescribed under Applicable Law⁴. Further, for continuous assessment of default status, the Debenture Trustee shall conduct independent assessment as given above and intimate the status of payment to the stock exchange(s) and Depository within 7th working day of April of each financial year, if the Issuer fails to provide the updated status of the payment of the Debentures within the 2nd working day of April of the relevant financial year;
- (n) subject to the approval of the Debenture Holder(s) and the conditions as may be specified by SEBI from time to time, enter into inter-creditor agreements provided under the framework specified by the RBI on behalf of the Debenture Holders;
- (o) issue a 'No Objection Certificate (NOC)' to the designated stock exchange for refund of balance in the Recovery Expense Fund to the Issuer on repayment of Obligations in full to the satisfaction of the Debenture Holders. The Debenture Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Issuer before issuing such NOC;
- (p) keep the information (pertaining to the details of bank account(s)) provided to it pursuant to the SEBI Operational Framework Circular as confidential and shall use the same only to the extent as required under the SEBI Operational Framework Circular; and
- (q) perform such acts as may be necessary for the protection of the interest of the Debenture Holder(s) and do all other acts as may be necessary in order to resolve the grievances of the Debenture Holder(s).

1.2.2 Due diligence on a continuous basis

- (a) The Debenture Trustee shall carry out due diligence (if applicable) on continuous basis to ensure compliance by NABARD, with the provisions of the Companies Act, SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, the Debt Listing Regulations, the Debenture Trustee Regulations, the listing agreement of the Stock Exchange, this Deed and any other regulations issued by SEBI pertaining to debt issuances.
- (b) For the purpose of carrying out the due diligence (if applicable) as required in terms of the Debenture Regulations ["Debenture Regulations" means the 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 along with the circulars regarding debt instruments and debenture trustees issued by SEBI from time to time, including those bearing reference numbers (i) SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 and dated October 13, 2020; (ii) SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 and dated October 22, 2020; (iii) SEBI/HO/MIRSD/CRADT/CIR/P/2020/218 and dated November 3, 2020; (iv) SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 and dated November 12, 2020, (v) SEBI/HO/MIRSD/CRADT/CIR/P/2020/254 and



⁴ SEBI circular No. SEBI/HO/DDHS/CIR/P/103/2020 dt. 23 June 2020



dated December 31, 2020, (vi) SEBI Operational Circular dated August 10, 2021, and (vii) SEBI circular dated May 19, 2022 titled "revised format of security cover certificate, monitoring and revision in timelines", as may be applicable, each as amended, substituted and / or supplemented from time to time.], the Debenture Trustee, either through itself or its agents / advisors / consultants, shall have the power to examine the books of account of NABARD and to have the NABARD's assets inspected by its officers and / or external auditors / valuers / consultants / lawyers / technical experts / management consultants appointed by the Debenture Trustee.

- (c) NABARD shall promptly disclose and furnish to the Debenture Trustee (if applicable) all documents/ information about or in relation to NABARD 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.
- (d) NABARD shall submit all such documents / information as the Debenture Trustee may require to conduct continuous and periodical due diligence, as per the Applicable Law and the Debenture Regulations inter-alia in terms of the SEBI circular dated November 12, 2020 and bearing number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/230 and circular dated May 19, 2022 titled "revised format of security cover certificate, monitoring and revision in timelines", as may be applicable.

5. AMOUNT OF BONDS AND COVENANT TO PAY PRINCIPAL AND INTEREST

5.1 Amount of Bonds:

The Bonds are being issued and allotted, on Private placement basis, in dematerialised form for cash at par in terms of this Deed aggregating to Rs.4701.50 Crores (Rupees Four Thousand Seven Hundred One Crore Fifty lakh Only)

5.2 Covenant to Pay Principal and Interest

The Issuer covenants with the Trustee that it shall pay to the Bond holder(s)/Beneficial Owner(s), as the case may be, the principal amount of the Bonds together with redemption premium, if any, on the due date(s) as mentioned in the Financial Covenants and Conditions subject to exercising put option or the call option as mentioned in the Financial Covenants and Conditions and shall also pay interest (inclusive of penal interest where applicable) on the Bonds in accordance with the Financial Covenants and Conditions, more particularly described in the **First Schedule** hereunder written.

Provided that if so called upon by the Trustee, the Issuer shall make payments as aforesaid to or to the order of or for the account of the Trustee and such payment shall be deemed to be in satisfaction of the aforesaid covenant of the Issuer to make such payments to the Bondholder(s)/Beneficial Owner(s). Such payments shall be passed on to the Bondholder(s)/Beneficial Owner(s), subject to the appropriation in the order of preference mentioned in Financial Covenants and Conditions more particularly described in the **First Schedule** hereunder written.

5.3 The Issuer shall, at all times until the Obligations have been duly discharged, maintain a bank account no. **877937** with [NABARD], Bandra Kurla Complex Office ("**Account Bank**") from which it proposes to pay the interest and redemption amount. The Issuer agrees and acknowledges that they shall also inform the Debenture Trustee within 1 (one) working day of any change in the Account Bank details.



5.4 The Issuer further acknowledges, agrees, that the Debenture Trustee is authorised to seek interest and redemption payment related details and information from the Account Bank in terms of the extant SEBI regulations. A duly executed pre-authorisation letter from the Issuer to the Account Bank is annexed herewith as **Seventh Schedule, Part A⁵** and a duly accepted consent letter from the Account Bank is annexed herewith as **Seventh Schedule, Part B⁶**. Further, in case of change of Account bank, the Debenture Trustee shall accept such change only upon submission of the duly acknowledged and accepted pre-authorisation letter and duly accepted consent letter from the successor /new account bank⁷.

6. INTEREST

- 6.1 The Bond Holder(s)/Beneficial Owners(s) shall be paid interest as per clause (ii) of the Financial Covenants and Conditions more particularly described in the **First Schedule** hereunder written.
- 6.2 Interest and all other charges shall accrue from day to day and shall be computed on the basis of 365 days' year or 366 days a year in case of leap year, and the actual number of days elapsed. The interest for the last broken period shall be payable at the time of redemption of said Bonds.
- 6.3 Any payments to be made to the Bond Holder(s)/Beneficial Owner(s), including payment of interest, payment upon redemption, shall be made by the Issuer using the services of, real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) into such bank account of a Bondholder/Beneficial Owner as may be notified to the Issuer by such Bondholder/Beneficial Owner or the Trustee at the time of applying to the bonds or as may be notified to the Trustee, subsequently through a valid communication channel.

7. A) FORM OF THE BONDS

- 7.1 The Bonds will be issued in dematerialized form, by crediting the demat accounts of the Beneficial Owner(s), the same shall be issued by the Issuer by following the procedure stipulated for issuance of the Bonds in demat form, as more particularly described in Second Schedule of the **Second Schedule** hereunder written.
- 7.2 The principal amount of the Bonds, together with redemption premium, if any, (inclusive of penal interest where applicable) and all other monies hereby secured shall, as between the holders of the Bonds, *inter se rank pari passu* without any preference or priority whatsoever on account of date of issue or allotment or otherwise.
- 7.3 The Issuer has entered into depository arrangements with NSDL and CDSL for the issue of the Bonds in dematerialised form. The Bond Holder(s) who hold the Bonds in dematerialised form will deal with the same as per the provisions of the Depositories Act, 1996, the regulations thereunder and the rules and bye-laws of NSDL and CDSL.
- 7.4 The Financial Covenants and Conditions shall be binding on the Issuer and the Bond holder and all persons claiming by, through or under it and shall ensure to the benefit of the Trustee and all persons claiming by, through or under them. The Trustee shall be entitled to enforce the obligations of the Issuer under or pursuant to the Financial Covenants and Conditions as if the same were set out and contained in these presents.

The Issuer shall comply with, where the Bonds are issued in the dematerialised form, the guidelines issued by NSDL/CDSL.

⁵ Mandatorily executed pre-authorisation letter to be annexed in Third Schedule.

⁶ This is discretionary and is subject to the bank's policy

⁷ SEBI circular No. SEBI/HO/DDHS/CIR/P/103/2020 dated June 23, 2020



7. B) LISTING AND CREDIT RATING

- a) The Issuer has listed the Bonds on the Wholesale Debt Market segment of (National Stock Exchange and/or Bombay Stock Exchange ("Exchange")).

The Issuer shall take all steps for completion of the formalities for listing and commencement of trading at all the concerned stock exchange(s) where the Bonds are to be listed for the listing of Debentures, within the timelines specified in the extant SEBI regulations read with the circulars, as may be amended from time to time viz., within 3 Business Days of the Issue Closing Date. In case of delay in listing of the Bonds the Issuer will pay penal interest of at least 1.00% p.a. over the coupon rate from the expiry of 30 days from the Deemed Date of Allotment till the listing of such Bonds to the Bond holders.

The Issuer undertakes to comply with the requirements of the listing agreement, SEBI (Listing Obligations and Disclosure Requirements), 2015 and other Applicable Law on a continuous basis. All expenses, costs, charges, incurred for the purpose of listing of the Bonds, as also for making the offer for sale of the Bonds shall be borne and paid by the Issuer.

- b) The Bonds are rated as:

"AAA" by CRISIL Limited and/or "AAA" by India Ratings & Research Ltd and/or ICRA Ltd as disclosed in Information Memorandum. The rating indicates high degree of safety with regard to timely payment of financial obligations;

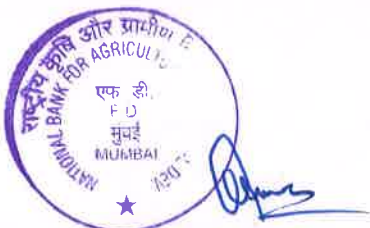
The Credit rating will be reviewed at least once a year by a credit rating agency registered by SEBI. Any revision in rating shall be promptly be intimated to the Bond Trustee.

1.1 CONDITIONS PRECEDENT, CONDITIONS SUBSEQUENT AND FINANCIAL COVENANTS AND CONDITIONS

The conditions precedent, conditions subsequent and other Financial Covenants and Conditions specified in Clause 8 of this Deed, shall be binding on the Issuer and the Debenture Holder(s) and all persons claiming by, through or under it and shall ensure to the benefit of the Trustee and all persons claiming by, through or under them. The Trustee shall be entitled to enforce the obligations of the Issuer under or pursuant to the conditions precedent, conditions subsequent and other Financial Covenants and Conditions specified in Clause 8 of this Deed as if the same were set out and contained in these presents.

8. EVENTS OF DEFAULT AND REMEDIES

- 8.1 If one or more of the events specified in Clause 8.2 (each, an "Event of Default") shall have occurred or continuing, then the Bondholder(s)/ Beneficial Owner(s) shall by a notice in writing to the Issuer declare all the Bonds outstanding together with redemption premium, if any, and all accrued interest thereon to be due and upon such declaration the same shall thereupon become due and payable forthwith in the manner stated below and the Trustee shall have right to enforce this Deed and the Transaction Documents and shall have the following rights (notwithstanding anything in these presents to the contrary):-



- (a) exercise such rights as set out in **Sixth Schedule** written hereunder.
- (b) initiate necessary steps towards recovery of dues in terms of SEBI/Statutory/Regulatory Guidelines.
- (c) levy default interest at the rate of 2% per annum on overdue amounts
- (d) exercise such other rights as the Trustee may deem fit under Applicable Law.

1.1.1 After the occurrence of an Event of Default under Clause 8.2 , the Debenture Trustee shall send a notice to the Debenture Holder(s) within 3 (three) days of the Event of Default by registered post/acknowledgement due or speed post/acknowledgement due or courier or hand delivery with proof of delivery or through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained.

1.1.2 The notice shall contain the following:

- (a) request for positive consent for signing of the ICA;
- (b) the time period within which the consent needs to be provided by the Debenture Holder(s), viz. consent to be given within 15 days from the date of notice or such revised timelines as prescribed under Applicable Law; and
- (c) the date of meeting to be convened (which shall be within 30 days of the occurrence of Event of Default).

Provided that in case the Event of Default is cured between the date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.

1.1.3 The Debenture Trustee shall take necessary action of entering into the ICA or take any other action as decided in the meeting of Debenture Holder(s) based on the decision of the Debenture Holder(s) with Special Majority, including the decision of formation of a representative committee of the Debenture Holder(s) to participate in the ICA or as may be decided in the meeting of Debenture Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Debenture Holder(s) under the Debentures and be responsible to take decisions [which shall be binding on the specific ISIN level Debenture Holder(s) relating to ICA matters, or take any other action as may be decided by the Debenture Holder(s), from time to time.

The Debenture Trustee(s) may in accordance with the decision of the Debenture Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Debenture Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.

1.1.4 The Trustee shall also have the following rights (notwithstanding anything in these presents to the contrary):



- (a) ⁸ to initiate any enforcement action including without limitation under SARFAESI Act, 2002, Insolvency and Bankruptcy Code, 2016 (wherever applicable), sale without intervention of Court under Section 69 of Transfer of Property Act, 1882 or any other Applicable Law;
 - (b) to levy default interest on overdue amounts as per the terms of issue;⁹ and
 - (c) to exercise such other rights as the Debenture Holder(s) may deem fit under Applicable Law.
- 1.1.5 The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in the SEBI REF Circular for utilisation of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund¹⁰.
- 1.1.6 All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred in connection with:-
- (a) collection of amounts due under this Deed, shall be payable by the Issuer.

8.2 EVENTS OF DEFAULT

The occurrence of any one of the following events shall constitute an “Event of Default” by the Issuer:

- a) **Default in redemption of bonds**
Default shall have occurred in the redemption of the Bonds together with redemption premium, if any, as and when the same shall have become due and payable and is not rectified within 7 (seven) business days of intimation to the issuer.
- b) **Default in payment of interest/principal amount**
Default by the Issuer in the payment of any installment of interest or the principal amount of the Bonds, as and when the same shall have become due and payable and is not rectified within 7 (seven) business days of intimation to the issuer
- c) **Default in performance of covenants and conditions**
Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Issuer under this Deed or the other Transaction Documents or deeds entered into between the Issuer and the Bondholder(s)/Beneficial Owner(s)/ Bond Trustee and such default shall have continued for a period of thirty days after notice in writing thereof been given to the Issuer by the Bondholder(s)/Beneficial Owner(s)/ Bond Trustee for remedying such default.
- d) **Supply of misleading information**
Any information given by the Issuer in the Disclosure Documents/ the Transaction Documents and/or other information furnished and/or the representations and warranties given/deemed to have been given by the Issuer to the Bond holder(s)/Beneficial Owner(s)

⁸ As per SEBI DT Regulation 15(1) (e) and Companies Act 2013

⁹ Applicable in case of privately placed debentures as per SEBI ILDS Regulations which provide that in case of default in payment of Interest and/or principal redemption on the due dates, additional interest of at least @ 2% p.a. over the coupon rate will be payable by the Company for the defaulting period

¹⁰ As per SEBI(DT) Amendment Regulations, 2020 read with SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22nd October, 2020



for financial assistance by way of subscription to the Bonds is or proves to be misleading or incorrect in any material respect or is found to be incorrect.

e) **Inability to pay debts**

If the Borrower is unable to or admits in writing its inability to pay its debts as they mature or proceedings for taking it into liquidation have been admitted by any competent court

f) **Extra-ordinary circumstances**

If extraordinary circumstances have occurred which make it improbable for the Issuer to fulfill its obligations under this Agreement and/or the Bonds.

g) **Issuer ceases to carry on business**

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

h) **Liabilities exceed the assets**

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

i) Any of the necessary clearances required or desirable in relation to the Issuer or the Bonds in accordance with any of the Transaction Documents is not received or is revoked or terminated, withdrawn, suspended, modified or withheld or shall cease to be in full force and effect which shall, in the reasonable opinion of Bond Holder(s)/Beneficial Owners(s), have Material Adverse Effect on the project or Issuer or the Bonds.

j) The Issuer enters into any arrangement or composition with its creditors or commits any act of insolvency or any other act, the consequence of which may lead to the insolvency or winding up of the Issuer.

k) The Issuer has taken or suffered to be taken any action for re-organisation of its capital;

l) It is or becomes unlawful for the Issuer to perform any of its obligations under any Transaction Document.

m) The occurrence of any event or condition which, in the Trustee / Beneficial Owners(s) reasonable opinion, constitutes a Material Adverse Effect.

n) The Debentures are not listed, or if such listing of the Bonds ceases at any point of time prior to the Maturity Date due to an act of the Issuer or failure by the Issuer to take all necessary action to ensure listing.

o) Any other event described as an Event of Default in the Disclosure Documents and the Transaction Documents.

8.3 In any Event of Default or any event which, after notice or lapse of time, or both, would constitute an Event of Default has happened, the issuer shall, forthwith give notice thereof to the Beneficial Owners(s)/Trustee, in writing, specifying the nature of such Event of Default or of such event.

8.4 All expenses incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred in connection with collection of amounts due under this Agreement, shall be payable by the issuer.



9. RECEIPT OF BOND HOLDER(S)

The receipt of each holder/owner of the Bonds or if there be more than one holder(s)/owner(s) of any such Bonds, then the receipt of any one of such holder(s)/owner(s) or of the survivors or survivor for the principal monies and interest payable in respect of each of such Bond shall be a good discharge to the Trustee.

10. SURRENDER OF BOND CERTIFICATE ON PAYMENT

For payment to the Beneficial Owner(s) in full discharge of all principal moneys and interests due upon their Bonds, the issuer shall make the payment of principal amount to the Beneficial Owner(s) of Bonds or to any subsequent transferee who are entitled to receive the payment on the due date of redemption on receipt of the necessary corporate debit action from the Bond Holder.

11. REPURCHASE AND REISSUE OF BONDS

The Issuer will have the power, as provided for under the Act exercisable at its absolute discretion from time to time to repurchase some or all the Bond(s) at any time prior to the Final Redemption Date.

The Bonds which are in dematerialized form, can be repurchased by the issuer through its beneficiary demat account as per the norms prescribed by NSDL and CDSL. This right does not construe a call option. In the event of the Bond(s) being bought back, or redeemed before maturity in any circumstance whatsoever, the issuer shall be deemed to always have the right, subject to the provisions of the Act, to re-issue such bonds either by re-issuing the same bond(s) or by issuing other bonds in their place.

The issuer may also, at its discretion, at any time purchase Bond(s) at discount, at par or at premium in the open market. Such Bond(s) may, at the option of issuer, be cancelled, held or resold at such price and on such terms and conditions as the issuer may deem fit and as permitted by law.

12. BONDS FREE FROM EQUITIES

The Bondholder(s)/Beneficial Owner(s) will be entitled to their Bonds free from equities or cross claims by the Issuer against the original or any intermediate holders thereof.

13. FAILURE TO SURRENDER THE BOND CERTIFICATES

In the event of any Bondholder(s) /Beneficial Owner(s) failing to issue necessary corporate debit action, which the Issuer is ready to pay or satisfy in accordance with the terms of these presents, to the Issuer, within thirty days after the Final Redemption Date, the Issuer shall be at liberty to deposit in a scheduled bank in the name of the Trustee in an account, which shall be operated by the Trustee for the purpose, an amount equal to the amount due to such Bondholder(s)/ Beneficial Owner(s) in respect of such Bonds and upon such deposit being made the Bonds which the Issuer is ready to pay or satisfy as aforesaid shall be deemed to have been paid off or satisfied in accordance with the provisions hereof.

14. POWER OF THE TRUSTEE TO INVEST UNCLAIMED AMOUNT

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



15. TRUSTEE RIGHT TO CARRY ON BUSINESS

On the happening of any Event of Default, the Trustee may, if they shall think fit so to do but not otherwise, either themselves carry on and manage the business of the Issuer to carry on and manage the same and the Trustee may manage and conduct the same as they shall in their discretion think fit.

The Trustee so appointed may for the purpose of carrying on the said business do all or any of the following acts and things viz.--

- (a) Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as the Trustee shall think proper;
- (b) Settle, arrange, compromise and submit to arbitration any account, claims, questions or dispute whatsoever which may arise in connection with the said business and execute release other discharges in relation thereto;
- (c) Allow time for payment of any debt with or without security;
- (d) Execute and do all such acts, deeds and things as to the Trustee may appear necessary or proper for or in relation to any of the purposes aforesaid.

The Trustee so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business as the Trustee could do or cause to be done if the Trustee had carried on the said business for the benefit of the Trustee without being answerable for any loss or damage which may happen thereby.

16. AUTHORISED INVESTMENTS

Any monies which are under the trust or powers herein contained ought to be invested by the Trustee may be invested in the name of the Trustee in any of the investments by law authorised for investment of Trust monies for the time being in force in India ("Authorised investments") 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.

17. 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 16 above, pay and discharge the costs, charges and expenses incurred in carrying on the business including 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 shall think fit to pay.

18. WHEN TRUSTEE MAY INTERFERE

Until the happening of any of the Event(s) of Default set out in Clause 8 above the Trustee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Issuer or its business or any part thereof.

19. ISSUER TO KEEP RECORDS OF BOND HOLDER(S)/BENEFICIAL OWNERS(S)

List of Beneficial Owners(s)



The Issuer shall request the Depository viz., NSDL and/or CDSL, as the case may be, to provide a List of Beneficial Owner(s) showing (a) the name and address and the occupation, if any, of each holder, (b) the amount of the Bonds held by each holder distinguishing each Bond by its number and the amount paid or agreed to be considered as paid on those Bonds, (c) the date on which each person was entered in the list as a Bondholder, (d) the date on which any person ceased to be a Bondholder, and (e) the subsequent transfers and changes of ownership thereof, as at the end of day 1 day prior to the start of the book closure period. This shall be the list which shall be considered for payment of interest, repayment of principal and amortisation.

20. COVENANTS

1.1. General Undertakings/ Obligations

- 1.1.1. NABARD shall request the Depository to provide a list of Beneficial Owner(s) showing (a) the name and address and the occupation, if any, of each Debenture Holder, (b) the amount of the Debentures held by each Debenture Holder distinguishing each Debenture by its number and the amount paid or agreed to be considered as paid on those Debentures, (c) the date on which each person was entered in the list as a Debenture Holder, (d) the date on which any person ceased to be a Debenture Holder, and (e) the subsequent transfers and changes of ownership thereof, as at the end of day 1 day prior to the start of the book closure period or at the Record Date, as the case may be. This shall be the list which shall be considered for payment of interest and Redemption of Debentures.
- 1.1.2. NABARD shall keep proper books of account as required by the Act and make true and proper entries therein of all dealings and transactions of and the business of the Company 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 shall at reasonable times 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.
- 1.1.3. NABARD shall comply with all applicable directions, regulations and guidelines issued by any Governmental Authority including but not limited to the issue of Debentures.
- 1.1.4. So long as the Debenture Holder(s) continue to hold the Debentures, NABARD agrees and undertakes to comply with all Applicable Laws including NABARD Act 1981 all provisions of applicable SEBI regulations including SEBI (Debenture Trustee) Regulations, 1993 (as amended from time to time), SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 (as amended from time to time), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time), the debt listing agreement entered into with the stock exchanges (where the Debentures are listed/ proposed to be listed). This Deed is also subject to such guidelines as may be issued by SEBI, Government of India, such other statutory or regulatory authorities from time to time¹¹.
- 1.1.5. NABARD hereby declares that the issuer is in compliance with the provisions of the Foreign Account Tax Compliance Act ("FATCA") and the issuer hereby undertakes to ensure the compliance of the provisions of the FATCA at all times during the currency of the Debentures.

¹¹ As per the SEBI(Listing Obligations and Disclosure Requirements), DT regulations and Companies Act,2013



The issuer agrees to provide the respective authorities with any documentation or information requested relating to self or beneficiary or related Tax entity to the extent required by the Debenture Trustee for meeting its compliances. The issuer agrees that it will provide a copy of the documents provided to the Tax authorities to the Debenture Trustee for its records. Further, the issuer shall indemnify and hold harmless the Debenture Trustee for any penal consequence arising due to non-compliance of the aforesaid provision by the issuer.

- 1.1.6. NABARD shall pay and discharge all Taxes, rates, rents and governmental charges upon the issuer or its assets under Applicable Laws.
- 1.1.7. NABARD shall maintain a reserve to be called the “**Debenture Redemption Reserve**”¹² or maintain a fund to be called the “**Debenture Redemption Fund**”¹³ as per the provisions of Act read with rules made thereunder or any regulations or guidelines issued by SEBI, as applicable. The issuer shall submit to the Trustee a certificate duly certified by the statutory auditors certifying that the issuer has transferred suitable sum to the Debenture Redemption Reserve and/or the Debenture Redemption Deposit/Fund at the end of each of financial year as per the Applicable Law.¹⁴
- 1.1.8. NABARD shall create and maintain a reserve to be called the “**Recovery Expense Fund**” as per the provisions of and in the manner provided in the SEBI (Debenture Trustee) Amendment Regulations, 2020, the SEBI REF Circular and any 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 relation to the trigger of Event of default in accordance with the Transaction Documents and enforcement/ legal proceedings in relation to the Debentures. The issuer shall submit to the Trustee certificate duly certified by the statutory auditors/independent chartered accountant/letter from designated stock exchange certifying creation and the form of such Recovery Expense Fund by the issuer prior to the opening of the issue¹⁵. The balance in the Recovery Expense Fund shall be refunded to the issuer on repayment of Obligations 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(s) shall satisfy that there is no ‘default’ on any other listed debt securities of the Company before issuing the said NOC.
- 1.1.9. NABARD hereby agrees and undertakes that, if during the currency of these presents, any further guidelines are formulated (or modified or revised) by any Governmental Authority in respect of creation of Debenture Redemption Reserve and investment of the monies lying therein and/or Recovery Expense Fund, the issuer shall duly abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Debenture Holder(s)/ Beneficial Owner(s) or the Trustee.
- 1.1.10. NABARD shall take all steps for completion of the formalities for listing and commencement of trading at all the concerned stock exchange(s) in respect of the Debentures.

¹² Applicable for unlisted companies.

¹³ Deposit/fund @15% of outstanding value of debentures in liquid instruments till April 30 is applicable to listed companies, listed NBFCs and HFCs for public issuances. For Private Placements to unlisted companies [except unlisted NBFCs/HFCs]

¹⁴ Required as per the SEBI DT regulations.

¹⁵ Applicable from 01.01.2021 - SEBI Circular SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22-10-2020



- 1.1.11. NABARD shall ensure, and/or cause the Registrars to an issue and Share Transfer Agent to forward the details of Debenture Holder(s) to the Debenture Trustee at the time of allotment and thereafter by the seventh working day of every next month in order to enable Debenture Trustee to keep its records updated and to communicate effectively with the Debenture Holders, especially in situations where Events of Default have occurred.¹⁶
- 1.1.12. The issuer hereby agrees, confirms and undertakes that in the event the issuer has failed to make a timely Repayment of the Obligations or there is a revision of rating assigned to the Debentures, the Trustee shall, be entitled to disclose the information to the Debenture Holder(s) and the general public by issuing a press release, placing the same on their websites and with the credit rating agencies¹⁷.
- 1.1.13. NABARD shall maintain a functional website containing correct and updated information as required by SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 and other Applicable Laws.¹⁸
- 1.1.14. NABARD hereby irrevocably and unconditionally appoints the Trustee to be the lawful attorney of the issuer in the name and on behalf of the issuer 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 issuer should execute, sign and do for the purpose of carrying out any of the trusts of obligations declared or imposed upon the issuer by these presents or of giving to the Debenture Holder(s)/ Beneficial Owner(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 issuer in the exercise of all or any of the powers hereby conferred upon the Trustee or any Receiver appointed by them.
- 1.1.15. NABARD shall pay all such stamp duty as applicable on the Debentures and execution of this Deed and shall pay all such stamp duty (including any additional stamp duty, if any), other duties, Taxes, charges and penalties, if and when the issuer 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 issuer 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 issuer shall reimburse the same to the Trustee on demand.
- 1.1.16. NABARD undertakes that it shall:
- a) at all times, obtain and maintain, or cause to be obtained and maintained, in full force and effect (or where appropriate, renew) all clearances/ authorizations required for the purposes of the Project/business and all transactions as contemplated by the Transaction Documents, non-procuring or non-renewal whereof shall have a Material Adverse Effect.
 - b) attend to the complaints received in respect of the Debentures expeditiously and

¹⁶ As per SEBI circular SEBI/ HO/ MIRSD/ DOS3/CIR/P/2019/68 dated May 27, 2019

¹⁷ ILDS regulation 23(5) and (6) and SEBI circulars

¹⁸ SEBI (Listing obligation and Disclosure requirement) Regulations, 2015



satisfactorily.

- c) if any of the Directors of the issuer are added to any defaulter's list by any Governmental Authority, take immediate steps forthwith to remove such person from its Board.
- d) duly cause these presents to be registered in all respects so as to comply with the provisions of the Act and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908 or any act, ordinance or regulation applicable in any part of India, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents.
- e) have no objection and hereby agrees, confirms and undertakes that in the event the issuer has failed to make a timely Repayment of the Obligations:
 - (i) the Trustee shall, as the Trustee may deem appropriate and necessary, be entitled to disclose all or any:
 - (1) information and data relating to the issuer,
 - (2) information or data relating to this Deed ;
 - (3) default committed by the issuer in discharge of the obligations under the Transaction Documents, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by RBI;
 - (ii) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Trustee in the manner as deemed fit by them;
 - (iii) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Trustee, and other credit grantors or registered users, as may be specified by RBI in this behalf;
 - (iv) the Trustee and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the guarantor (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Trustee or RBI in their absolute discretion may think fit;

1.1.17. NABARD agrees that no immunity (if acquired) shall be claimed by it or on its behalf with respect to its assets in any proceedings in relation to its obligations under the Transaction Documents and shall waive any such right of immunity which it or its assets has or may acquire. The execution of this Deed constitutes, and the exercise of its rights and performance of and compliance with its obligations under this Deed will constitute, private and commercial acts done and performed for private and commercial purposes.

1.1.18. NABARD declares and undertakes that it has obtained the necessary permissions as may be required, for entering into the Transaction Documents, and shall execute the same within the time frame prescribed under the relevant SEBI regulations and circulars and furthermore, shall submit such Transaction Documents to the stock exchange for uploading on its website (as applicable), within 5 (five) days of execution of the same.

1.1.19. NABARD shall maintain an asset cover sufficient to discharge the principal amount at all times for all its debt securities in accordance with the provisions of the listing agreement, Applicable Laws including the Securities Exchange Board of India (Issue



and listing of Non-Convertible Securities) Regulations, 2021 and Securities Exchange Board of India (LODR) Regulations 2015 as amended from time to time.

1.1.20. NABARD shall:

- (i) provide such documents/information and assistance to the Trustee as required by the Trustee to carry out the necessary due diligence on a quarterly basis in the manner specified by SEBI from time to time;
- (ii) submit a certificate from the statutory auditor confirming compliance with the covenants of the relevant Offer Letter, the relevant Information Memorandum and / or this Deed in the manner as may be specified by SEBI from time to time.

1.2. **Information Covenants**

The issuer shall provide the relevant information set out in the Fourth Schedule hereto, in the manner and within the time period stipulated therein.

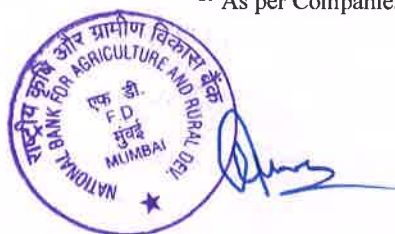
1.3. **Negative Covenants**

- 5.3.1. NABARD shall not, without prior intimation to the Debenture Trustee, make any change in the nature and conduct of its business (from what is being carried out as on the date hereof)¹⁹, other than the objects as set out in its Memorandum of Association.
- 5.3.2. NABARD shall not make any material modification to the structure of the Debentures in terms of coupon, conversion, Redemption, or otherwise without the prior approval of the stock exchange and such prior approval of the stock exchange would be obtained only after: (a) approval of the Board and the Debenture Trustee; and (b)²⁰ Further, any proposal of restructuring received by Debenture Trustee shall be communicated to Debenture Holder(s) immediately.
- 5.3.3. NABARD shall not, without the prior consent of the Debenture Trustee, make any investment by way of deposits, loans, bonds, share capital, or in any other form upon the occurrence of any Event of Default .
- 5.3.4. NABARD shall not, without the prior consent of the Debenture Trustee, abandon or agree to abandon its [Project/ business].
- 5.3.5. NABARD shall so long as the Debentures are outstanding, not declare any dividend to the shareholders in any year until the Issuer has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Debentures.²¹
- 5.3.6. NABARD shall not, without the prior consent of the Debenture Trustee, carry out any amendments or alterations to the memorandum of association and articles of association, which

¹⁹ SEBI Model Trust Deed

²⁰ SEBI (Listing obligation and Disclosure Requirement) Regulations, 2015

²¹ As per Companies Act, 2013



would impact the consummation of the transactions contemplated under the Transaction Documents or otherwise prejudice/impact the rights/interest of the Debenture Holders.

- 5.3.7. NABARD shall not, without the prior consent of the Debenture Trustee, voluntarily wind up or liquidate or dissolve its affairs or make any filing for initiation of corporate insolvency resolution process or liquidation under the Insolvency and Bankruptcy Code, 2016 or under any other Applicable Laws.

21. **NABARD TO ISSUE BOND CERTIFICATES**

The Issuer shall immediately on allotment of Bonds take reasonable steps to credit the beneficiary account of the Beneficial Owner(s) with NSDL or CDS, Depository Participant as mentioned in the application form, with the number of Bonds allotted.

22. **ISSUER'S REPRESENTATION AND COVENANTS**

1 Representations

On the date hereof and on every redemption payment and coupon payment date, the Issuer makes the representations and warranties to the Trustee as set out in **Fourth Schedule** (*Representations and Warranties*) hereto.

2 Covenants and Undertakings

The issuer agrees and undertakes to abide by the covenants and undertakings set out in **Fifth Schedule** (*Covenants and Undertakings*) and SEBI Mandatory Clauses under the **Sixth Schedule** written herein under, at all times until the Obligations have been duly discharged.

3 **UNDERTAKINGS**

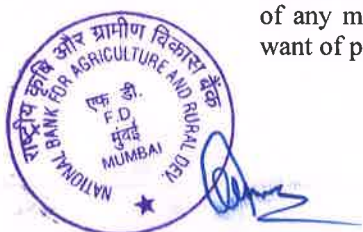
The Trustee hereby agrees to perform its rights, powers or obligations in relation to the Bonds in terms of this Deed, including but not limited to those specified under the **Sixth Schedule** written herein under.

4 **BREACH OF COVENANT BY THE ISSUER MAY BE WAIVED**

The Trustee may, with the consent of all the Bondholder(s)/ Beneficial Owner(s), at any time, waive on such terms and conditions as it shall seem expedient, any breach by the Issuer of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee or the Bondholder(s)/ Beneficial Owner(s) in respect of any subsequent breach thereof.

5 **POWER OF TRUSTEE TO DELEGATE**

The Trustee hereof being a Company may, in the execution and exercise or all or any of the trusts, powers, authorities and discretion 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 discretion 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 and the Trustee shall not be bound to supervise the proceedings or be in anyway responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.



6 POWER OF TRUSTEE TO EMPLOY AGENTS

The Trustee may, in carrying out the trust business, employ and pay any person to transact 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 trust 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 including matters which might or should have been attended to in person by the Trustee.

7 REDRESSAL OF BONDHOLDER(S)/ BENEFICIAL OWNER(S) BOND HOLDER(S) GRIEVANCES

The Issuer shall furnish to the Trustee details of all grievances received from the Bondholder(s)/ Beneficial Owner(s) Bond Holder(s) and the steps taken to redress the same. At the request of any Bondholder(s)/ Beneficial Owner(s), the Trustee shall, by notice to the Issuer call upon the issuer to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Bondholder(s)/ Beneficial Owner(s) representing not less than one-tenth in value of the nominal amount of the Bonds for the time being outstanding, call a meeting of the Bond Holder(s).

8 MODIFICATIONS TO THESE PRESENTS

The Trustee shall concur with the Issuer in making any modifications in these presents which in the opinion of the Trustee shall be expedient to make provided that the modification has been approved by a Special Resolution duly passed at a meeting of the Bond Holder(s)/Beneficial Owners(s), the Trustee shall give effect to the same by executing necessary supplemental deed(s) to these presents.

9 APPOINTMENT OF TRUSTEE AS ATTORNEYS OF THE ISSUER

The Issuer hereby irrevocably appoints the Trustee to be the attorneys of the Issuer in the name and on behalf of the Issuer 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 Issuer should execute, sign and do for the purpose of carrying out any of the trusts of obligations declared or imposed upon the Issuer by these presents or of giving to the Bondholder(s)/ Beneficial Owner(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 Issuer in the exercise of all or any of the powers hereby conferred upon the Trustee or any Receiver appointed by them.

10 NOTICES

(A) Any notice required to be served on the Trustee may be served by sending through registered post a prepaid letter addressed to the Trustee, in case of present Trustee at its corporate office situate at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai- 400 028 addressed to the Chief Operating Officer and in respect of the successors in office of the Trustee similarly at such address as may be notified by such new Trustee in this behalf.

(B) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

(a) if by way of personal delivery, when delivered; or



- (b) if by way of facsimile, when the sender receives a receipt indicating proper transmission; or
- (c) if by way of letter, 3 (Three) Business Days after it has been deposited in the post (by registered post, with acknowledgment due), postage prepaid in an envelope duly addressed to the addressee; or
- (d) if by way of e-mail, when received in legible form and subject to such e-mail being followed up with a written letter / facsimile.

Notwithstanding anything to the contrary contained hereinabove, any communication or document to be made or delivered to the Trustee will be effective only when actually received by the Trustee. Any notice given under or in connection with any Transaction Document must be in English.

- (C) Any Party to this Deed may modify or alter the details for notices to be served on such Party, by giving a prior written notice of 5 (Five) Business Days, addressed to all other Parties.
- (D) Any notice, demand, request or other communication may be served by the Issuer or the Trustee upon the Bond Holder(s) under these presents by way of e-mail at their addresses provided by the Issuer or sending through post in prepaid letter addressed to such Bond Holder(s)/ Beneficial Owner(s) at their registered address and any notice, demand, request or other communication so sent by post, shall be deemed to have been duly served receiving a delivery notification of the email or on the third day following the day on which it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into post box.
- (E) Where a document is sent by post, service thereof shall be deemed to be effected by properly addressing and prepaying and posting a letter containing the document provided that if intimation has been given in advance that the documents should be sent under a certificate of posting or by registered post with or without acknowledgement due and a sum sufficient to defray the expenses has been deposited, service of the document shall not be deemed to be effected unless it is sent in the manner so intimated by the Bond Holder(s)/ Beneficial Owner(s).
- (F) E-Mail/Fax Indemnity
The Issuer understands and acknowledges that there are inherent risks involved in sending the instructions/communications/documents to the other Parties via facsimile, untested telexes and faxes, cable or emails and hereby agrees and confirms that all risks shall be fully borne by the Issuer and the Issuer assumes full responsibility for the same, and
 - (i) The Issuer shall not hold the Trustee liable for any losses or damages including legal fees arising upon the Trustee performing or non performing or any delay /default in performing any act, wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Trustee considering the mode in which the same was conveyed.
 - (ii) The Trustee shall not be bound to act in accordance with the whole or any part of the instructions or directions contained in any facsimile, email or any other electronic mode of communication and may in its sole discretion and exclusive determination, decline or omit to act pursuant to any such instruction, or defer acting in accordance with any such instruction if the Trustee has doubts about the contents, authorization, origination of the said instruction or if the Trustee is of the view that the said instruction has been fraudulently sent or mistakenly written and sent or has been altered and sent and the



same shall be at the Issuer's risk and the Trustee shall not be liable for the consequences of any such refusal or omission to act or deferment of action.

- (iii) The Issuer agrees to indemnify the Trustee for any causes, actions, claims, damages, liabilities etc. that may arise out of acting under such electronic instructions.

11 DISCLOSURE DOCUMENTS/PROSPECTUS / SUBSCRIPTION AGREEMENT TO PREVAIL

In the event of any repugnancy or inconsistency between these presents, Disclosure Documents/Prospectus / Subscription Agreement or any other agreement or undertaking that the Issuer may enter into with or execute in favour of the Trustee, the said Disclosure Documents/Prospectus / Subscription Agreement will prevail for all purposes and to all intents.

It is hereby expressly agreed by and between the parties that the obligations of the Issuer shall be governed by the provisions contained in the Disclosure Documents/Prospectus / Subscription Agreement and these presents, and in the event of there being any inconsistency or repugnancy between the provisions contained in the Disclosure Documents/Prospectus / Subscription Agreement and these presents, the provisions contained in the Disclosure Documents/Prospectus / Subscription Agreement shall prevail for all purposes and to all intents.

12 GOVERNING LAW AND JURISDICTION

This Deed is governed by and shall be construed in accordance with the laws of India.

The Parties agree that the courts and tribunals in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed. The Trustee may however in the absolute discretion commence any legal action or proceeding arising out of this Deed in a Court, tribunal or any other appropriate forum in India and the Issuer hereby consents to that jurisdiction.



PART – B OF THE DEBENTURE TRUST DEED

8. ISIN RELATED AND FINANCIAL COVENANTS AND CONDITIONS:²²

8.1. Issue Opening Date, Issue Closing Date, Pay in Date and Deemed Date of Allotment²³

Issue Opening Date, Issue Closing Date, Pay in Date and Deemed Date of Allotment are as given in the table below:

Sr. No.	Issue Opening Date	Issue Closing Date	Pay in Date	Deemed Date of Allotment
1	02 February 2023	02 February 2023	03 February 2023	03 February 2023

8.2. Conditions Precedent to Disbursement-None

8.3. Condition Subsequent to Disbursement- None

8.4. Covenants of the issue pertaining to side letters, accelerated payment clause (including provisions for debt to equity conversion)²⁴- None

8.5. Risk factors pertaining to the issue- The bonds are unsecured in nature. The recovery of 100% of outstanding amount shall depend on the market scenario prevalent at the time of enforcement of the Bonds pursuant to Event of Default.

8.6. Debentures to rank “*pari passu*”

The Debentures issued under these presents shall rank *pari passu inter se* without any preference or priority of one over the other or others of them.

8.7. Interest:

- The Issuer shall pay interest on the Debentures on a half yearly/annual basis. The first and subsequent interest payment for the Debentures shall be made as per the Term Sheet.
- The interest shall be payable by the issuer in accordance with the provisions of this Deed.
- PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that all interest which shall accrue on the outstanding Debentures or any part thereof and for the time being remaining unpaid and all other monies which have become payable under these presents shall in case the same be not paid on the dates on which they accrued due, carry compound interest at monthly rests, at the aforesaid rate will become due and

²² ISIN's for which this DTD is valid for and consequences in case of consolidation and reissuance of securities or redemption of particular ISIN's

²³ Clause 10.2 to 10.9 to be included as per Part B, Schedule I of the (Issue and Listing of Debt Securities) (Amendment) Regulations, 2020, w.e.f. 08.10.2020

²⁴ Transaction specific covenants pertaining to any additional confirmation and/or undertaking in the form of side letter to be added



payable over the monies due for the period of default.

- (d) PROVIDED HOWEVER, in the event of any default in the payment of interest and/or in the redemption of the Debentures and all other monies payable pursuant to this Deed read with the Disclosure Documents/Prospectus, the issuer shall pay to the holder/s of the Debentures, further interest at the rate of 2% per annum over²⁵ the interest rate for the default in payment of interest, additional interest and/or principal amount till the dues are cleared.
- (e) Notwithstanding anything to the contrary in any other provision of the Agreement, the penal interest as stated above shall not be considered for the calculation of overall return to the Debenture Holder(s).

8.8. Transaction specific Financial Covenants and Conditions -None

8.9. Redemption:

The issuer agrees and undertakes to redeem the Debentures along with outstanding interest due and redemption premium, if any as per the respective Information Memoranda.

The Company shall redeem the Debentures on each redemption date as follows:

Redemption Date	Amount (in Rs. Cr.)
7.58% NABARD 2026 Bonds Series 23H- 31 July 2026	4701.50

8.10. Record Date

Record Date shall mean in relation to any date on which any payments are scheduled to be made by the issuer to the Debenture Holder(s) in terms of this Deed and the Information Memorandum (including the coupon payment date and the Redemption Date), the day falling 15 calendar days prior to such date. In the event the Record Date falls on a day, which is not a Business Day, in such case the immediately succeeding Business Day shall be considered as Record Date.

8.11. Put Option:

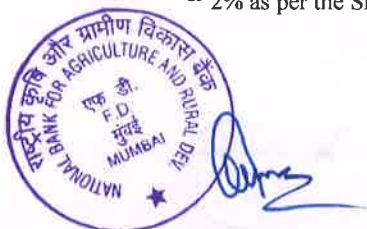
In case of privately placed Debentures:

The Debenture Holder/Beneficial Owner has right to exercise the put option on the Debentures as mentioned in the Information Memorandum of the issue.

The Debenture Holder/Beneficial Owner will issue notice of exercise of put option 14 calendar days before the due date for exercise of put option. On the due date, the issuer shall make the payment of the outstanding principal, interest dues and redemption premium, if any to the Debenture Holder/Beneficial Owner.

Notwithstanding anything to the contrary contained in these presents, the Debenture Holder(s)/Beneficial Owner shall have a right to recall / redeem the Debentures in case the issuer defaults in any of the conditions mentioned in this Deed or Disclosure Document/ Prospectus. In event of such a failure, the Debenture Holder(s)/Beneficial Owner shall have right to exercise put option on these Debenture on the Company for redemption of these

²⁵ 2% as per the SEBI [ILDS Regulations 2008



Debentures.

8.12. Premature Redemption:

In case the issuer fails for any reasons to utilize the proceeds for the Purpose, as specified in the [Offer Letter/ Prospectus/ Disclosure Document], the Debenture Holder(s)/Beneficial Owner will be entitled to rescind/avoid the contract on that ground and to call back the money, if any paid towards subscription of the Debentures.²⁶

8.13. Prepayment/Call option:

In case of privately placed debentures:

The issuer shall not have the right to redeem the outstanding Debentures, in full or in part, (with or without prepayment premium) as per the Information Memorandum of the issue.

After the expiry of the said period, the issuer shall have the right to redeem the outstanding Debenture(s), in full or in part, at any time with the prior written consent of the Debenture Holder(s)/Beneficial Owner(s) as specified hereto. In case the Debenture Holder(s)/Beneficial Owner(s) agrees for prepayment of the Debentures at a premature repayment which shall, however, be entirely at the sole discretion of the Debenture Holder(s)/Beneficial Owner, the acceptance shall be subject to such terms and conditions including payment of premium, if any, as may be stipulated by the Debenture Holder(s)/Beneficial Owner in this behalf.

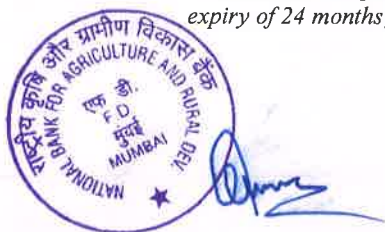
In case of debentures issued by way of public issue:

The issuer shall not have the right to redeem the outstanding Debentures, in full or in part, (with or without prepayment premium) until the expiry of 2 (two) years²⁷ from the Deemed Date of Allotment, subject to compliance with the applicable provisions of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021.

8.14. Appropriation of payment:

- (a) Payment of the principal amount of each of the Debentures and interest and other monies payable thereon shall be made to the respective Debenture Holder and in case of joint Debenture Holders, to the one whose name stands first in the Register of Debenture Holder(s)/list of Beneficial Owner(s) as the case may be. Such payments shall be made by, real time gross settlement, cheque or warrant drawn by the issuer on its bankers.
- (b) Notwithstanding anything to the contrary stated in the Transaction Documents, any payments by the issuer under the Transaction Documents shall be appropriated in the following manner, namely:

²⁷ Comment: As per Regulation 17A of SEBI ILDS Regulations, the call option cannot be exercised before expiry of 24 months from the date of issue of debentures



- (i) Firstly, towards meeting any costs, charges and expenses and other monies incurred by the Debenture Trustee as also the remuneration payable by the issuer to the Debenture Trustee;
- (ii) Secondly, towards default interest and compound interest as maybe due and payable under the terms of the Transaction Documents;
- (iii) Thirdly, towards interest payable on the Debentures;
- (iv) Fourthly, towards redemption premium, if any; and
- (v) Lastly, towards redemption of principal amount of the Debentures due and payable by the issuer to the Debenture Holder(s)/Beneficial Owner(s).

If any amount whether redemption or interest, paid to the Debenture Holder(s) in respect of the Debentures is held to be void or set aside on the liquidation or winding up of the issuer or otherwise, then for the purpose of this Deed such amount shall not be considered to have been paid.

8.15. Debenture Holder(s)/Beneficial Owner(s) not entitled to shareholders rights

The Debenture Holder(s)/Beneficial Owner(s) will not be entitled to any of the rights and privileges available to the shareholders.

8.16. Subject to Applicable Laws, the rights, privileges, terms and conditions attached to the Debentures may be varied, modified or abrogated with Special Resolution: provided that nothing in such consent or resolution shall be operative against the issuer where such consent or resolution modifies or varies the terms and conditions governing the Debentures and the same are not acceptable to the issuer.

8.17. Repurchase and re-issue of Debentures ²⁸

Subject to Applicable Law, the issuer will have the power exercisable at its absolute discretion from time to time to repurchase some or all the Debenture(s) at any time prior to the Final Redemption Date. The Debentures which are in dematerialized form, can be repurchased by the issuer through its beneficiary demat account as per the norms prescribed by the Depository. This right does not construe a call option. In the event of the Debenture(s) being bought back, or redeemed before maturity in any circumstance whatsoever, the issuer shall be deemed to always have the right, subject to the provisions of the Act, to re-issue such debentures either by re-issuing the same debenture(s) or by issuing other debentures in their place.

The issuer may also, at its discretion, at any time purchase Debenture(s) at discount, at par or at premium in the open market. Such Debenture(s) may, at the option of issuer, be cancelled, held or resold at such price and on such terms and conditions as the issuer may deem fit and as permitted by law.

²⁸ Comment: Please note that re-issue of debentures is permissible only in the case of privately placed debentures



**THE FIRST SCHEDULE ABOVE REFERRED TO
FINANCIAL COVENANTS AND CONDITIONS**

i. Bonds to rank “*pari passu*”

The Bonds issued under these presents shall rank *pari passu inter se* without any preference or priority of one over the other or others of them.

ii. Interest:

Security Name	Disclosure Document Date
7.58% NABARD 2026 Bonds Series 23H	31 January 2023

**AS PER THE TERM SHEET OF THE ISSUE
OR**

The interest shall be payable by cheque/demand draft drawn on any scheduled commercial bank falling within the high clearing zone at Mumbai or through RTGS to the bank.

- (a) PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that all interest which shall accrue on the outstanding Bonds or any part thereof and for the time being remaining unpaid and all other monies which have become payable under these presents shall in case the same be not paid on the dates on which they accrued due, carry compound interest at monthly rests, at the aforesaid rate will become due and payable over the monies due for the period of default.
- (b) PROVIDED HOWEVER, in the event of any default in the payment of interest and/or in the redemption of the Bonds and all other monies payable pursuant to this Agreement read with the Disclosure Documents/Prospectus, the issuer shall pay to the holder/s of the Bonds, further interest at the rate of 2 % per annum over the interest rate for the default in payment of interest, additional interest and/or principal amount till the dues are cleared.
- (c) Notwithstanding anything to the contrary in any other provision of the Agreement, the penal interest as stated above shall not be considered for the calculation of overall return to the Bond Holder(s).

iii. Redemption:

The Issuer agrees and undertakes to redeem the Bonds along with outstanding interest due ;

Details as per the list

The Issuer shall redeem the Bonds on each redemption date as follows

Redemption Date	Amount (in Rs.)
7.58% NABARD 2026 Bonds Series 23H 31 July 2026	47015000000.00



iv.Premature Redemption:

In case the Issuer fails for any reasons to utilize the proceeds for the Purpose, as specified in the Disclosure Documents/Prospectus or the Subscription Agreement, the Bond Holder(s)/Beneficial Owner will be entitled to rescind/avoid the contract on that ground and to call back the money, if any paid towards subscription of the Bonds.

Notwithstanding the above, the Bond holder/s/Beneficial Owner shall have the right to recall/redeem the Bonds in case the Issuer defaults/ irregular in the payment of interest/downgrading of rating, and / or installment of principal in terms of this Agreement to the satisfaction of the Bond holder/Beneficial Owner and noncompliance with the terms and conditions of this Agreement.

v.Bond Certificate

The Bonds to be issued in dematerialised form shall be subject to the provisions of the Depositories Act, 1996 and rules notified by National Securities Depositories Ltd. (NSDL) and/or Central Depository Services Ltd. (CDSL), as the case may be, from time to time.

vi.Appropriation of Payment:

- (a) All monies payable by the issuer to the Bondholder(s)/ Beneficial Owner(s) will be made to the Bondholder(s)/ Beneficial Owner(s) at Mumbai or such office as may be specified by it or at any of its branch office/regional office by cheque or warrant drawn by the Issuer on its bankers.

Payment of the principal, all Interest and other monies will be made to the sole holder and in case of joint holders to the one whose name stands first in the Register of Bond Holder(s)/List of Beneficial Owner(s) as the case may be.

- (a) Unless otherwise agreed to by the Bondholder(s)/ Beneficial Owner(s), any payments by the Issuer under these presents read with the relevant Disclosure Documents/Prospectus and the Subscription Agreement with applicable modifications thereto, if any, and/or any other documents executed for the subscription to the Bonds shall be appropriated in the following manner, namely :

- Firstly, towards costs, charges and expenses and other monies and also the remuneration payable by the Issuer to the Bond Trustee;
- Secondly, towards further interest in case of default and compound interest;
- Thirdly, towards interest;
- Fourthly, towards redemption premium, if any; and
- Lastly, towards redemption of principal amount of the Bonds due and payable by the Issuer to the Bondholder(s)/Beneficial Owner(s).

vii.Further borrowings

The issuer shall, without the approval of the Trustee, be entitled to make further issue(s) of bonds, raise further loans and advances and/or avail further deferred payment guarantees or other financial facilities from time to time from such persons/ banks/ financial institutions or body corporate/ any other agency.



viii. Transfer of Bonds

The bonds shall be transferable and transmittable in the same manner and to the same extent and be subject to the same restrictions and limitations as in the case of the equity shares of the Issuer.

Transfer of Bonds in dematerialised form would be in accordance with the rules/procedures as prescribed by NSDL/CDSL.

ix. Bonds free from equity

The Bondholder(s)/Beneficial Owner(s) will be entitled to their Bonds free from equities or cross claims by the Issuer against the original or any intermediate Bondholder(s)/Beneficial Owner(s) thereof.

x. Bondholder(s)/Beneficial Owner(s) not entitled to shareholders rights

The Bondholder(s)/Beneficial Owner(s) will not be entitled to any of the rights and privileges available to the shareholders including right to receive notices or annual reports or to attend and vote at general meetings of the members of the Issuer.

xi. Variation Of Bond Holder(s) / Beneficial Owner(s) Rights

The rights, privileges, terms and conditions attached to the Bonds may be varied, modified or abrogated with a Special Resolution; provided that nothing in such consent or resolution shall be operative against the Issuer where such consent or resolution modifies or varies the terms and conditions governing the Bonds and the same are not acceptable to the Issuer.



SECOND SCHEDULE
(Procedure to be followed when Bonds are issued in
Electronic (Dematerialised)/Demat Form)

With regard Beneficial Owner(s) who have opted, partly or fully, as case may be, for dematerialized form of the Bonds, in that case no physical Bond Certificate will be issued. Such subscribers shall only intimate their relevant DP/client ID and beneficiary demat a/c number to the Issuer. The Bonds in the dematerialised form will be credited in such beneficiary demat a/c of the Beneficial Owner(s) in accordance with a separate agreement entered into by the Issuer with the National Securities Depository Limited (NSDL) and/or Central Depository Services Limited (CDSL), under advice to them.

BONDS ARE EXEMPT FROM PAYMENT OF STAMP DUTY UNDER PROVISIO TO ARTICLE 27 OF SCHEDULE – I TO THE INDIAN STAMP ACT, 1899.

1. The issuer has made Depository Arrangements with National Securities Depository Limited (NSDL) and/or Central Depository Services Limited (CDSL) as the case may be for dematerialization of the Bonds. The investor has to necessarily hold the Bonds in dematerialised form and deal with the same as per the provisions of Depositories Act, 1996 (as amended from time to time). The normal procedures followed for transfer of securities held in dematerialised form shall be followed for transfer of these Bonds held in electronic form.
2. “**Depository**” means the National Securities Depository Limited (NSDL) and Central Depository Services Limited (CDSL)
3. Bond certificates will not be issued to the allottees, since Bonds are in DEMAT form.
4. As per SEBI guidelines these Bonds can be issued only in the dematerialised mode and therefore every eligible applicant should apply only if they have a depository account with any of the depositories. Transfer of Bonds in dematerialised form would be in accordance with the rules/procedures as prescribed by NSDL/CDSL. Transfer of these Bonds is permitted only between categories eligible for subscription as mentioned in the respective Disclosure Documents/Prospectus.
5. The Depository Account of the investors with NSDL/CDSL will be credited within 2 Business Days from the Deemed Date of Allotment. The initial credit in the account will be akin to the letter of allotment. On the completion of all statutory formalities, such credit will be substituted with the number of Bonds allotted
6. The Bonds held in the dematerialised form shall be taken as discharged on payment of the redemption amount by the Issuer on maturity to the registered Beneficial Owner(s) whose name appears in the List Beneficial Owner(s) on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Beneficial Owner(s). On such payments being made, the Issuer will inform NSDL/CDSL and accordingly the account of the Bond Holder(s) with NSDL/CDSL will be adjusted
7. A List of Beneficial Owner(s) containing all relevant particulars shall be maintained by the NSDL/CDSL and will be kept at its Registered Office of the Issuer or at the office of the Registrar and Transfer Agent, as the case may be.



In Dematerialised form:

The Issuer shall immediately on the allotment of Bonds take reasonable steps to credit the beneficiary account of the allottee(s) with the Depository as mentioned in the application form with the number of Bonds allotted.

8. Transfer of Bonds in dematerialised form would be in accordance with the rules/procedures as prescribed by NSDL/CDSL Depository participant. Transfer of these Bonds is permitted only between categories eligible for subscription as mentioned in the respective Disclosure Documents/Prospectus. All requests for transfer should be submitted to the issuer/Registrar prior to the Record Date for payment of interest/principal.

Nothing provided herein shall prejudice any power of the issuer to register as Beneficial Owner(s)/Bondholder(s) any person to whom the right to any Bond of the Issuer has been transmitted by operation of law.



X



THE THIRD SCHEDULE ABOVE REFERRED TO
PROVISIONS FOR THE MEETINGS OF THE BONDHOLDER(S)/BENEFICIAL OWNER(S)

The following provisions shall apply to the meetings of the Bondholder(s)/the Beneficial Owner(s):-

1. The Trustee or the Issuer may, at any time, and the Trustee shall at the request in writing of the holder(s)/owner(s) of Bonds representing not less than one-tenth in value of the nominal amount of the Bonds for the time being outstanding or the happening of any event, which constitutes a breach, default or which in the opinion of the Bond Trustee affects the interest of the Bond Holders, convene a meeting of the holder(s)/owner(s) of the Bonds. Any such meeting shall be held at such place in the city where the registered office of the Issuer is situated or at such other place as the Trustee shall determine.
2. (i) A meeting of the Bondholder(s)/the Beneficial Owner(s) may be called by giving not less than twenty one days' notice in writing.
(ii) A meeting may be called after giving shorter notice than that specified in sub-clause (i), if consent is accorded thereto by holder(s)/owner(s) of Bonds representing not less than 75% of the Bonds for the time being outstanding.
3. (i) Every notice of a meeting shall specify the place, day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
(ii) Notice of every meeting shall be given to:-
 - (a) the Bondholder(s)/the Beneficial Owner(s) in the manner provided in the Trust Deed;
 - (b) the persons entitled to a Bond in consequence of death or insolvency of a Bondholder(s)/the Beneficial Owner(s), by sending it through post in a prepaid letter addressed to them by name or by the title of the 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 might have been given if the death or insolvency had not occurred; and
 - (c) the Auditor or Auditors for the time being of the Issuer in the manner authorised by Section 20 of the Act in the case of any members of the Issuer:

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighbourhood of the registered office of the Issuer, the statement of material facts referred to in Section 102 of 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 Bondholder(s)/the Beneficial Owner(s).
4. The accidental omission to give notice to, or the non-receipt of notice by any Bondholder(s)/the Beneficial Owner(s) or other person to whom it should be given shall not invalidate the proceedings at the meeting.



5. (i) There shall be annexed to the notice of the meeting a 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, the Manager, if any, of the Issuer:

Provided that where any item of business as aforesaid to be transacted at a meeting of the Bondholder(s)/the Beneficial Owner(s) relates to, or affects, any other company the extent of shareholding interest in that company of every Director, and the Manager, 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 two per cent of the paid-up share capital of that other company.

- (ii) Where any item of business consists 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.
6. Two Bondholder(s)/Beneficial Owner(s), personally present shall be the quorum for the meeting of the Bondholder(s)/Beneficial Owner(s) and provisions of following sub-clause shall apply with respect thereto. If there is a single Bondholder(s)/the Beneficial Owner(s) it shall constitute a valid quorum. If, within half an hour from the time appointed for holding a meeting of the Bondholder(s)/the Beneficial Owner(s), a quorum is not present, the meeting, if called upon the requisition of the Bondholder(s)/the Beneficial Owner(s) 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 Bondholder(s)/Beneficial Owner(s) present shall be a quorum.
7. (i) The nominee of the Trustee shall be the Chairman of the meeting and in his absence the Bondholder(s)/ the Beneficial Owner(s) personally present at the meeting shall elect one of themselves to be the Chairman thereof on a show of hands.
- (ii) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act, the Chairman elected on a show of hands exercising all the powers of the Chairman under the said provisions.
- (iii) If some other person is elected Chairman as a result of the poll, he shall be Chairman for the rest of the meeting.
8. The Trustee and the Directors of the Issuer and their respective Solicitors/Advocates may attend any meeting but shall not be entitled as such to vote thereat.
9. At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the Chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
10. Before or on the declaration of the result on voting on any resolution on a show of hands a poll may be ordered to be taken by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by the holder(s) of Bonds representing not less than one-tenth of the nominal amount of the Bonds for the time being outstanding present in person or by proxy.
11. (i) A poll demanded on a question of adjournment shall be taken forthwith



- (ii) 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 forty-eight hours from the time when the demand was made as the Chairman may direct.
12. At every such meeting each Bondholder(s)/the Beneficial Owner(s) shall, on a show of hands, be entitled to one vote only, but on a poll he shall be entitled to one vote in respect of every bond of which he is a holder in respect of which he is entitled to vote.
13. (i) Any Bondholder(s)/the Beneficial Owner(s) entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Bondholder(s)/ the Beneficial Owner(s) or not) as his proxy to attend and vote instead of himself.
- (ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Bond-holder(s)/the Beneficial Owner(s) 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 Bondholder(s)/the Beneficial Owner(s).
- (iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy of the power of attorney shall be deposited at the Registered Office of the Issuer not less than 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 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.
- (iv) The instrument appointing a proxy shall :-
- (a) be in writing; and
- (b) be signed by the appointer 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.
- (v) The instrument appointing a proxy shall be in any of the form set out in Form No. MGT. 11 of the Companies (Management and Administration) Rules, 2014 and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles.
- (vi) Every Bondholder(s)/Beneficial Owner(s) entitled to vote at a meeting of the Bondholder(s)/Beneficial Owner(s) of the Issuer on any resolution to be moved thereat shall be entitled during the period beginning 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 Issuer, provided not less than three days' notice in writing of the intention so to inspect is given to the Issuer.
- (vii) 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 Bond 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 Issuer at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.



14. On a poll taken at any meeting of the Bondholder(s)/ Beneficial Owner(s), a Bondholder(s)/Beneficial Owner(s) entitled to more than 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.
15. (i) When a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.
- (ii) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
- (iii) Of the two scrutineers appointed under this Clause, one shall always be a Bondholder (not being an officer or employee of the Issuer) present at the meeting, provided such a Bondholder(s)/Beneficial Owner(s) is available and willing to be appointed.
16. (i) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
- (ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
17. In the case of joint Bondholder(s)/Beneficial Owner(s), the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other joint holder or holder(s)/owner(s).
18. The Chairman of a meeting of the Bondholder(s)/Beneficial Owner(s) 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.
19. In the case of equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote to which he may be entitled to as a Bondholder(s)/Beneficial Owner(s).
20. 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.
21. 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.
22. A meeting of the Bondholder(s)/Beneficial Owner(s) shall *inter alia* have the following powers exercisable in the manner hereinafter specified:-
- (ii) Power to sanction any compromise or arrangement proposed to be made between the Issuer and the Bond-holder(s)/Beneficial Owner(s).
- (iii) Power to sanction any modification, alteration or, abrogation of any of the rights of the Bondholder(s)/ Beneficial Owner(s) against the, Issuer or other properties whether such right shall arise under the Trust Deed or Bonds or otherwise.



- (iv) Power to assent to any scheme for reconstruction or amalgamation of or by the Issuer whether by sale or transfer of assets under any power in the Issuer's Memorandum of Association or otherwise under the Act or provisions of any law.
 - (v) Power to assent to any modification of the provisions contained in the Trust Deed and to authorise the Trustee to concur in the execution of any Supplemental Deed embodying any such modification.
 - (vi) Power to remove the existing Trustee and to appoint new Trustee in respect of the trust Securities.
 - (viii) Power to give any direction, sanction, request or approval which under any provision of the Trust Deed is required to be given by a Special Resolution.
23. The powers set out in clause 22 hereof shall be exercisable by a Special Resolution passed at a meeting of the Bond-holder(s)/Beneficial Owner(s) duly convened and held in accordance with provisions herein contained and carried by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll. Such a Resolution is herein called "Special Resolution".
24. A Resolution, passed at a general meeting of the Bond-holder(s)/Beneficial Owner(s) duly convened and held in accordance with these presents shall be binding upon all the Bondholder(s)/ Beneficial Owner(s) whether present or not, at such meeting and each of the Bondholder(s)/Beneficial Owner(s) 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.
25. 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 Issuer 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 and 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.
26. Notwithstanding anything herein contained, it shall be competent to all the Bondholder(s)/Beneficial Owner(s) to exercise the rights, powers and authorities of the Bondholder(s)/Beneficial Owner(s) under the said Trust Deed by a letter or letters signed by or on behalf of the holder or holder(s)/owner(s) of atleast three-fourths in value of the Bonds outstanding without convening a meeting of the Bondholder(s)/Beneficial Owner(s) as if such letter or letters constituted a resolution or a special resolution, as the case may be passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

1. SEBI Defaults (Procedure) Circular

- (a) If any meeting of the Debenture Holders is proposed to be conducted in respect of any matter prescribed in the SEBI Defaults (Procedure) Circular, the provisions of this paragraph 28 shall apply.
- (b) Any notice for a meeting in respect of the SEBI Defaults (Procedure) Circular shall contain the details prescribed in the SEBI Defaults (Procedure) Circular, including without limitation, positive consent for signing the inter-creditor agreement, the time



period within which the consent needs to be provided, and the date of meeting to be convened.

- (c) The provisions of this Schedule (applicable to meetings of the Debenture Holders) shall apply in respect of any meeting that is conducted under this paragraph 28.
- (d) Any action of the Debenture Trustee in respect of the occurrence of an Event of Default and the application of the SEBI Defaults (Procedure) Circular shall be in accordance with the decision of the Debenture Holders taken at any meeting convened in accordance with this paragraph 28, subject to the exceptions (if any) set out in the SEBI Defaults (Procedure) Circular.
- (e) For the purposes of a meeting convened in accordance with this paragraph 28, in accordance with the SEBI Defaults (Procedure) Circular, all decisions shall require the consent of 75% (seventy five percent) of the Debenture Holders (by value) and 60% (sixty percent) of the Debenture Holders (by number).



THE FOURTH SCHEDULE ABOVE REFERRED TO
REPRESENTATIONS AND WARRANTIES

1. Status

NABARD is a statutory organisation enacted by an act of Parliament.

2. Binding obligations

The obligations expressed to be assumed by the Issuer under each of the Transaction Documents, to which it is a party, are legal, valid, binding and subject to any general principles of law limiting its obligations.

3. Non-conflict with other obligations

The entry into and performance by the Issuer of, and the transactions contemplated by, the Transaction Documents to which it is a party, do not and will not conflict with:

- (i) any Applicable Law or order, writ, injunction or decree of any court or Governmental Authority having jurisdiction over the Issuer;
- (ii) its constitutional documents; or
- (iii) any agreement or instrument binding upon it or any of its assets,

4. Validity and admissibility in evidence

All authorisations required or desirable to make the Transaction Documents to which the Issuer is a party, admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

5. No default

No Default is continuing or might reasonably be expected to result from the entering into or performance by the Issuer of any of the Transaction Documents.

6. No misleading information

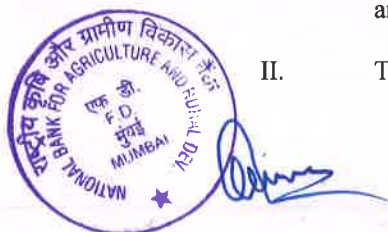
Any factual information provided by or on behalf of the Issuer in connection with the issue of the Bonds was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

7. No proceedings pending or threatened

No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, will have a Material Adverse Effect have (to the best of its knowledge and belief after due and careful enquiry) been started or threatened against the Issuer.

8. Solvency

- I. The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.
- II. The Issuer, by reason of actual or anticipated financial difficulties, has not



commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

- III. The value of the assets of the Issuer is more than its liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- IV. No moratorium has been, or may, in the reasonably foreseeable future be, declared in respect of any indebtedness of the Issuer.

9. Approvals

Except for any approvals as may be required in connection with the Project/business subsequent to the date hereof, the Issuer hereby confirms that all approvals necessary under Applicable Law with respect to the business of the Issuer, have been taken by it and the same are valid and subsisting as at the date hereof.

10. Defaulter's List

The names of the issuer and/ or its directors do not figure in any list of defaulters circulated by the Reserve Bank of India or any bank or financial institution nor do the names of its directors appear in caution list issued by Reserve Bank of India/ ECGC / Director General of Foreign Trade etc.



THE FIFTH SCHEDULE ABOVE REFERRED TO
COVENANTS AND UNDERTAKINGS

INFORMATION UNDERTAKINGS

0 Information: miscellaneous

A. The Issuer shall supply to the Trustee (sufficient copies for all Bond Holder(s) if the Trustee so requests):

- 1) all documents dispatched by it to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;
- 2) promptly upon becoming aware of them, the details of any event which may have a Material Adverse Effect;
- 3) audited quarterly financial results within forty five (45) days of the end of each quarter, half yearly financial results within forty five (45) days from the end of the each half year, and the audited financial statements for a financial year (including statutory auditors report, directors' annual report, profit and loss accounts and a balance sheet) by no later than 60 (sixty) days from the end of the relevant financial year
- 4) at the end of every six months from the Deemed Date of Allotment, a certificate from an authorised officer of the Issuer with respect to the use of the proceeds raised through the issue of Bonds;
- 5) at the end of each year from the Deemed Date of Allotment, a certificate from the statutory auditors of the Issuer with respect to the use of the proceeds raised through the issue of Bonds
- 6) by no later than 30 (thirty) days from the date of execution of this Deed, a certificate signed by an authorised officer of the Issuer confirming issue of Bond Certificates or credit of dematerialised bonds into the depository accounts of the Bond Holder(s)
- 7) upon there being any change in the credit rating assigned to the Bonds, as soon as reasonably practicable thereafter, a letter notifying the Trustee of such change in the credit rating of the Bonds further also inform the Bond Trustee promptly in the case there is any default in timely payment of interest or redemption or both;
- 8) at the end of every financial year, a certificate from a statutory auditor confirming the due maintenance of a bond redemption reserve as per the provisions of Applicable Law;
- 9) A copy of all notices, resolutions and circulars relating to –
 - (i) new issue of non-convertible debt securities at the same time as they are sent to shareholders/ holders of non-convertible debt securities;
 - (ii) the meetings of holders of non-convertible debt securities at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings

10) At the end of every calendar quarter, within 45 days of the



respective quarter or within 7 days of the relevant Board meeting whichever is earlier, the Issuer shall furnish a report confirming /certificate confirming the following

- (i) Updated list of names and address of all the Bond Holder(s), and the number of Bonds held by the Bond Holders(s).
- (ii) Details of interest due but unpaid, if any, and reasons for the same;
- (iii) Details of payment of interest made on the Bonds in the immediately preceding calendar quarter;
- (iv) The number of grievances pending at the beginning of the quarter, the number and nature of grievances received from the Bond Holder(s) during the quarter, resolved/disposed off by the Issuer in the quarter and those remaining unresolved by the Issuer and the reasons for the same.;
- (v) Statement that the quarterly compliance report on corporate governance (if applicable) has been submitted to the Stock exchange, in the format prescribed by SEBI, within the time lines prescribed in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

- 11) promptly, notice of any change in its authorised signatories (in connection with the Transaction Documents), signed by one of its directors or its company secretary, whose specimen signature has previously been provided to the Trustee, accompanied (where relevant) by a specimen signature of each new signatory;
- 12) a copy of the compliance certificate, duly issued by the compliance officer and the share transfer agent of the Issuer certifying compliance with Regulation 6(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
- 13) Promptly intimate the Bond Trustee (along with the stock exchange) if any of the following proposals are being placed before the board of directors:-
 - (a) Any alteration in the form or nature or rights or privileges of the Bonds;
 - (b) Any alteration in the Due Dates on which interest on the Bonds or the Redemption amount is payable.
 - (c) Any other matter affecting the rights and interests of the holders of debt securities is proposed to be considered
- 14) Promptly inform the Bond Trustee of any disclosures made to the stock exchange in terms of Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and which may have a bearing on the Bond issue.
- 15) promptly inform the stock exchange(s) and the Bond Trustee all information having bearing on the performance/operation of the Issuer, any price sensitive information or any action that may affect the payment of interest or redemption of the Bonds in terms of Regulation 51 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
- 16) give prior intimation to the stock exchange(s) with a copy to the Bond Trustee at least 2 working days in advance, excluding the date of the intimation and the date of the meeting of the board of directors, about the information as required under Regulation 50 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
- 17) Promptly within 1(one) day of the interest or principal or both becoming due, a certificate to the stock exchange(s) along with the Bond Trustee, that it has made timely payment of interests or principal obligations or both in respect of the Bonds.
- 18) The issuer shall submit to the Bond Trustee/Stock Exchange and the Bond Holders correct and adequate information (in the manner and format as



requested by them or as required by Applicable Law) and within the time lines and procedures specified in the SEBI Regulations, Act, circulars, directives and/or any other Applicable Laws.

- 19) at the end of every year, a half-yearly certificate alongwith half yearly results from the statutory auditor regarding compliance with all the covenants, in respect of Debentures, by the statutory auditor, along with the half-yearly financial results.
- 20) On quarterly basis a certificate from statutory auditor regarding compliance with financial covenants in respect of the Debentures;

B. The Issuer shall submit to the stock exchange for dissemination, along with the quarterly/ half yearly/annual financial results, the following information

- (a) Debt-equity ratio;
- (b) Debt service coverage ratio;
- (c) Interest service coverage ratio;
- (d) Outstanding redeemable preference shares (quantity and value);
- (e) Debenture redemption reserve;
- (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 (%);

C. Notification of default

The Issuer shall notify the Trustee of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence



GENERAL UNDERTAKINGS

2.1 Authorisations

- (a) The Issuer shall promptly:
- (i) obtain, comply with and do all that is necessary to maintain in full force and effect; and
 - (ii) supply certified copies to the Trustee of,
any authorisation required under any law or regulation to enable it to perform its obligations under the Transaction Documents (including, without limitation, in connection with any payment to be made hereunder) and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of the Transaction Documents.
- (b) The Issuer shall promptly make the registrations, obtain all authorisations and otherwise comply with other requirements under Applicable Law.
- (c) The Issuer shall, at all times, obtain and maintain, or cause to be obtained and maintained, in full force and effect (or where appropriate, renew) all clearances/authorizations required for the purposes of the Project/business and all transactions as contemplated by the Transaction Documents, non procuring or non renewal whereof shall have a Material Adverse Effect.
- 2.2 The Issuer shall ensure that all Transaction Documents, when executed, shall constitute its legal, valid and binding obligation under the provisions of Applicable Law;
- 2.3 The Issuer shall discharge its obligations in connection with the Bonds in a reasonable and prudent manner;
- 2.4 The Issuer shall not, without the prior approval of the Bond Trustee, undertake or enter into any amalgamation, demerger, merger or corporate restructuring or reconstruction scheme proposed
- 2.5 The issuer shall so long as any Bonds are outstanding, not declare any dividend to the shareholders in any year until the Issuer has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Bonds.
- 2.6 The Issuer shall take all steps for completion of the formalities for listing and commencement of trading at all the concerned stock exchange(s) where the Bonds are to be listed and taken by no later than fifteen (15) Business Days from the date of allotment of the Bonds.
- 2.7 The issuer shall pay and discharge all taxes, rates, rents and governmental charges upon the



issuer or its assets under Applicable Laws;

- 2.8 The issuer shall attend to the complaints received in respect of the Bonds expeditiously and satisfactorily.
- 2.9 The issuer shall insure and keep insured its, assets against fire, theft, lightning, explosion, earthquake, strike, lock out, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk and other risk and shall duly pay all premium and other sums payable for the purpose.
- 2.10 The issuer undertakes to maintain and keep in proper order, repair and in good condition the assets
- 2.11 The Issuer shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the issuer, as and when the same shall become payable, and when required by the Trustee produce the receipts for such payments and also punctually pay and discharge all debts, obligations and liabilities which may have priority over the Bonds created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Issuer in respect of the Transaction Document
- 2.12 The Issuer shall pay all such stamp duty (including any additional stamp duty, if any), other duties, taxes, charges and penalties, if and when the Issuer 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 Issuer 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 Issuer shall reimburse the same to the Trustee on demand.
- 2.13 The Issuer shall reimburse all sums paid or expenses incurred by the Trustee or any Receiver, attorney, 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 and all such sums shall carry interest at the rate of interest payable on the Bonds from the date, when the same shall have been paid.
- 2.14 The Issuer hereby agrees, confirms and undertakes that in the event the Issuer has failed to make a timely repayment of the Obligations:
- (a) the Trustee shall, as the Trustee may deem appropriate and necessary, be entitled to disclose all or any: (i) information and data relating to the Issuer, (ii) information or data relating to this Deed (iii) default committed by the Issuer in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by Reserve Bank of India ("RBI");
 - (b) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Trustee in the manner as deemed fit by them;
 - (c) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Trustee, and other credit grantors or registered users, as may be specified by RBI in this behalf;
 - (d) the Trustee and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the Guarantor (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Trustee or RBI in their absolute discretion may think fit;



- 2.15 The Issuer hereby agrees, confirms and undertakes that in the event the Issuer has failed to make a timely repayment of the Obligations or there is a revision of rating assigned to the Bonds, the Trustee shall, be entitled to disclose the information to the Bond Holders and the general public by issuing a press release, placing the same on their websites and with the credit rating agencies
- 2.16 So long as the Bond Holder(s) continue to hold the Bonds, the Issuer agrees and undertakes to comply with all material Applicable Laws including all provisions of the Securities and Exchange Board of India (Debtenture Trustee), 1993 Regulations as amended from time to time and Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, SEBI(Listing Obligations and Disclosure Requirements), 2015, the debt listing agreement entered into with the stock exchanges (where the Bonds are listed/ proposed to be listed). This Deed is also subject to such guidelines as may be issued by SEBI, Government of India, such other statutory or regulatory authorities from time to time
- 2.17 The Issuer shall promptly inform the Trustee of any major or significant change in composition of its Board, which may amount to change in control as defined in the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011
- 2.18 The Issuer shall upon reasonable prior written notice, permit officers and representatives of the Trustee to carry out technical, legal, or financial inspections and visit and inspect during normal business hours, the properties of the Issuer, including the facilities, works, assets and buildings and to examine, inspect and make copies of the books of record and accounts of the Issuer and take extracts thereof and discuss the affairs, finances and accounts of the Issuer with, and be advised as to the same, by its officers. The cost of any such visit shall be borne by the Issuer and the Issuer shall at all times afford the Trustee access to its books
- 2.19 Keep proper books of account as required by the Act and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Issuer and keep the said books of account and all other books, registers and other documents relating to the affairs of the Issuer 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 Issuer will ensure that all entries in the same relating to the business of the Issuer shall at reasonable times 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
- 2.20 utilise the funds raised through the issue solely towards the Purpose.
- 2.21 The Issuer shall maintain a functional website containing correct and updated information as required by SEBI (Listing Obligation and Disclosure Requirement) Regulations, 2015 and other Applicable Laws
- 2.22 The Issuer shall ensure, and/or cause the Registrars to an Issue and Share Transfer Agent to forward the details of debenture holders to the Debenture Trustee at the time of allotment and thereafter by the seventh working day of every next month in order to enable Debenture Trustee to keep its records updated and to communicate effectively with the Debenture holders, especially in situations where Events of Default are triggered.



NEGATIVE COVENANTS

3.1 The Issuer hereby covenants with the Trustee that so long as the Bonds are outstanding, without the prior written approval of the Trustee, the Issuer shall not:

- (a) incur any financial indebtedness save and except:
 - (i) the financial indebtedness incurred pursuant to these Bonds; and
 - (ii) permitted borrowings viz.,
- (b) make material modification to the structure of the Bond in terms of coupon, conversion, redemption, or otherwise. Provided that prior approval of the stock exchange would also be required to make such modifications.

3.2 The issuer hereby covenants that without the prior consent of the Trustee, the issuer shall not:-

- (a) so long as an Event of Default has occurred or is continuing declare any dividend to the shareholders in any year until the issuer has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Bonds
- (b) purchase, redeem, buyback or otherwise make any payment in respect thereof,
- (c) make any change in the nature and conduct of its business (from what is being carried out as on the date hereof) and
- (d) avail any borrowings in excess of the permitted borrowings.



SIXTH SCHEDULE

DUTIES OF DEBENTURE TRUSTEE

In performing its obligations in relation to the Bonds, the Trustee shall:

- a) satisfy itself that the [Disclosure Document/ Prospectus/ Offer Letter] does not contain any matter which is inconsistent with the terms of the issue of Bonds or this Deed.
- b) satisfy itself that the covenants in this Deed are not prejudicial to the interest of the Bond Holders.
- c) call for periodical status/ performance reports from the Issuer within 7 days of the relevant board meeting or within 45 days of the respective quarter, whichever is earlier.
- d) communicate promptly to the Bond Holders defaults, if any, with regard to payment of interest or redemption of Bonds and action taken by the Trustee therefor
- e) subject to these presents, perform its duties and obligations, and exercise its rights and discretions, in keeping with the trust reposed in the Trustee by the Bond Holders, and shall further conduct itself, and comply with the provisions of the SEBI (Debenture Trustees) Regulations, 1993 and all other Applicable Law.
- f) ensure that the Issuer does not commit any breach of the terms of issue of Bonds or covenants of this Deed and take such reasonable steps as may be necessary to remedy any such breach.
- g) carry out all its obligations, duties and functions as the Bond Trustee in accordance with the terms set out in the Transaction Documents and where the same is silent or contrary to any other provision of the Transaction Documents, on the instructions of the Majority Bond Holders.
- h) ensure the implementation of the conditions regarding debenture redemption reserve, as applicable.
- i) inform the Bond Holders of any breach of the terms of issue of Bonds or covenants of this Deed alongwith all information relating to cure periods (if any) being availed by the Issuer under the Transaction Documents and any steps the Issuer is taking / proposes to take to remedy the default.
- j) the Trustee shall not do any act, deed or thing which is prejudicial or detrimental to the interest of the Bond Holders.
- k) call for reports on the utilization of funds raised by the issue of Bonds;



- l) ensure that the Bonds have been redeemed in accordance with the terms of the issue.
- m) to take appropriate measures for protecting the interest of the Bond Holders as soon as any breach of this Deed or law comes to its notice.
- n) ascertain and satisfy itself that:
 - i. the Bonds have been allotted / credited in the demat accounts of the Bond Holders in accordance with the provisions of SEBI (Debenture Trustee) Regulations 1993, SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and any other regulations issued by SEBI;
 - ii. interest warrants for Interest due on the Bonds have been dispatched to the Bond Holders on or before the due dates;
 - iii. Bond Holders have been paid the monies due to them on the date of redemption of the Bonds.
- o) inform SEBI immediately of any breach of this Deed or provision of any Applicable Law, which comes to its knowledge.
- p) exercise due diligence to ensure compliance by the Issuer, with the provisions of the Act, SEBI (Listing Obligations and Disclosure Requirement), Regulations, 2015, this Deed or any other regulations issued by SEBI pertaining to issue of Bonds.
- q) obtain reports from the lead bank regarding progress of the project, if applicable.
- r) monitor utilization of funds raised in the issue.
- s) obtain a certificate from the statutory auditor of the Issuer:
 - i. in respect of utilization of funds during the implementation period of the project; and
 - ii. in the case of Bonds issued for financing working capital, at the end of each accounting year.
- t) the Trustee shall be responsible for and covenants to keep all customary books and records relating to the receipt and distribution of all moneys which it may receive or be entitled to hereunder or under any Transaction Documents.
- u) take steps to convene a meeting of the Bond Holders on:
 - i. requisition in writing signed by at least one-tenth of the Bond Holders in value for the time being outstanding;
 - ii. the happening of any event, which constitutes a default or which in the opinion of the Trustee affects the interest of the Bond Holders.
- v) Perform such acts as may be necessary for the protection of the interest of the Bond Holders and do all other acts as may be necessary in order to resolve the grievances of the Bond Holders.



THE SEVENTH SCHEDULE ABOVE REFERRED TO

PART A

EXECUTED PRE-AUTHORISATION LETTER

THE SEVENTH SCHEDULE ABOVE REFERRED TO

PART B

ACCOUNT BANK CONSENT LETTER



IN WITNESS WHEREOF (parties) have caused these presents to be executed by their authorised officials the day, month and year first hereinabove written in the manner hereinafter appearing.

Signed and delivered by (NABARD), as the Issuer, by the hand of:



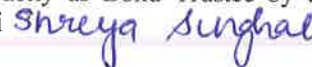
Name: Umeshkumar B Rathod

Designation: Deputy General Manager
in the presence of:






1. Vikram Karawande 

2. Nilesh Temani 

SIGNED AND DELIVERED BY AXIS TRUSTEE SERVICES LIMITED, in its capacity as Bond Trustee by the hand of its authorised official Shri  in the presence of :



1.  Saranpreet Kaur Ghelani 
2.  Bhavesh Vichare 