

DEBENTURE TRUST DEED

Dated 29th day of March, 2023

BETWEEN

POWERGRID CORPORATION OF INDIA LIMITED
(as the "Issuer")

AND

IDBI TRUSTEEHIP SERVICES LIMITED
(as the "Debenture Trustee")



INDIA NON JUDICIAL

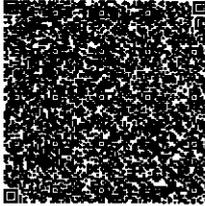
Government of National Capital Territory of Delhi

सत्यमेव जयते

₹500

Certificate No. : IN-DL82716462422984V
Certificate Issued Date : 29-Mar-2023 11:44 AM
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-SELF36974283284653V
Purchased by : YOGESH JAJORIYA
Description of Document : Article 5 General Agreement
Property Description : DEBENTURE TRUST DEED FOR POWERGRID BOND LXXII ISSUE
Consideration Price (Rs.) : 0
(Zero)
First Party : POWER GRID CORPORATION OF INDIA LIMITED
Second Party : IDBI TRUSTEESHIP SERVICES LIMITED
Stamp Duty Paid By : POWER GRID CORPORATION OF INDIA LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

₹500₹500₹500₹500



₹500

SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

IN-DL82716462422984V

Please write or type below this line

DEBENTURE TRUST DEED 7.56% UN-SECURED, NON-CONVERTIBLE, NON-CUMULATIVE, TAXABLE, REDEEMABLE POWERGRID BONDS-LXXII ISSUE (BOND 72ND ISSUE)

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE BOND TRUST DEED EXECUTED FOR POWERGRID BONDS-LXXII ISSUE 2022-2023 (BOND 72ND ISSUE)

BY & BETWEEN

POWER GRID CORPORATION OF INDIA LIMITED

AND

IDBI TRUSTEEHIP SERVICES LIMITED



Warning Alert:
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1. Mode of checking the legitimacy is on the users of the certificate.
2. In case of any discrepancy please inform the Competent Authority.

DEBENTURE TRUST DEED

This Debenture Trust Deed (hereinafter referred to as the “Deed”) made at New Delhi on this 29th day of March, 2023.

BY AND BETWEEN:

POWER GRID CORPORATION OF INDIA LIMITED (POWERGRID), a Public Limited Company incorporated under the Companies Act 1956 (1 of 1956) (and validly existing under the Companies Act, 2013) having its Corporate Identity Number L40101DL1989GOI038121 and having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016, hereinafter called “the Company”/ “Power Grid”/ “Issuer”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the **ONE PART**;

AND

IDBI TRUSTEEHIP SERVICES LIMITED, a Public Limited Company established under the Companies Act-1956 (1 of 1956) (and validly existing under the Companies Act, 2013) having its Corporate Identity Number U65991MH2001GOI131154 and having its registered office at Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001 hereinafter referred to as “the Debenture Trustee” or “Trustee”(which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and assigns) of the **OTHER PART**.

The Company and the Debenture Trustee shall be individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS:

1. As on December 31, 2022, the authorized, issued, subscribed and paid-up capital of the Company was as follows :-

AUTHORISED:			(Rs. In Lakhs)
10,00,00,00,000	Equity Shares of	Rs.10/- each	Rs.1000000.00

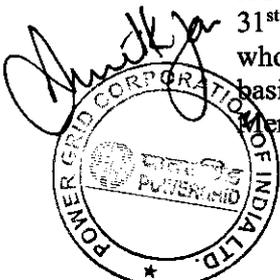
			Rs.1000000.00

ISSUED, SUBSCRIBED AND PAID-UP:			
6,97,54,52,864	Equity Shares of	Rs.10/- each	Rs. 6,97,545.28

			Rs. 6,97,545.28

2. The Company is engaged mainly in the business of transmission of power and owns and operates one of the largest transmission systems in the world.
3. The Company has issued following Bonds:

Unsecured, Listed, Non-Cumulative, Non-Convertible, Taxable, Redeemable Bonds of face value Rs. 1 lakh each aggregating to Rs. 425 Crore (Rs. 325 Crore Green Shoe Option) under POWERGRID Bond-LXXII Issue (Bond 72nd Issue) Consists of 42,500 Bonds of Rs 1 lakh each, redeemable at par, at the end of the 10 years from the Deemed Date of Allotment on being March 31st, 2023 (“Bonds” or “Debentures”) for part financing of capital expenditure of the Company, wholly owned subsidiaries and JVs through Inter Corporate Loan(s) also on private placement basis in dematerialized form on the terms and conditions contained in the Placement Memorandum dated 29th March, 2023.



4. The Company has pursuant to –
- the authority granted by its Board through the resolutions passed in its 393rd meetings held on 17th June, 2021.
 - the approval of its shareholders in terms of the resolution passed under Section 180(1)(a) and 180(1)(c) of the Companies Act 2013, dated 19th September, 2017.
 - the approval of the shareholders in terms of resolution passed under section 179, 42 and 71 of Companies Act, 2013 read with rule 14(2) of Companies (Prospectus and Allotment of Securities) Rules, 2014 as amended from time to time and other applicable provisions of the Companies Act, 2013 and rules made thereunder, dated 24th September, 2021.
 - provisions of the Companies Act 2013 (to the extent in force) and the rules thereunder, and Companies Act 1956 (to the extent not repealed) and the rules thereunder, each, as amended, ("Companies Act").
 - Resolutions of its Committee of Directors in its 220th meeting held on March 24, 2023 in respect of 7.56% UN-SECURED, NON-CONVERTIBLE, NON-CUMULATIVE, REDEEMABLE, TAXABLE POWERGRID BONDS-LXXII Issue 2022-23 (BOND 72nd ISSUE) in pursuance of Resolutions of its Board passed at its 393rd meeting held on 17th June, 2021.

Allotted following Unsecured, Non-Convertible, Non-Cumulative, Taxable, Redeemable bonds in the nature of debentures on private placement basis	Date of Allotment	No. of Bonds Allotted	Face Value of Bonds (Rs In Lakh)	Aggregate Nominal Value of Bonds Allotted (Rs in Crore)	Rate of Interest (%) P.A.	ISIN No
POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72 nd Issue)	31 st March 2023	42,500	1.00	425	7.56%	INE752E08692

The above borrowing along with existing borrowing is within the overall approved borrowing limits of POWERGRID.

{POWERGRID Bonds-LXXII Issue 2022-23 shall be issued in Electronic (Dematerialised) form only, hereinafter collectively referred to as "POWERGRID LXXII Bond Issue" / "the Bonds") to the subscriber(s) of Bonds ("the Subscriber(s) to "POWERGRID Bonds-LXXII Issue 2022-23".

5. The Debenture Trustee has, at the request of the Company, agreed to act as the Debenture Trustee under these presents for the benefit of the Bond Holders under the Consent letter no. **55947/ITSL/CL/22-23/DEB/1363 dated 23rd March, 2023.**
6. (a) The Company has made arrangements with National Securities Depository Limited (NSDL)/Central Depository Services (India) Limited (CDSL) for the issue of Bonds in the Electronic (Dematerialised) Form. Applicants desirous of receiving Bonds in Electronic (Dematerialised) Form have been requested to mention their Depository Participants (DP) Name, DP-ID and Beneficial Account Number at the appropriate place in the Application Form.

(b) All provisions relating to issue, allotment, transfer, transmission etc., in respect of Dematerialised / Rematerialisation of the Bonds as prescribed under the Depositories Act, 1996 and the rules made there under will be applicable to the Bonds issued in Dematerialised Form.



7. The Bonds have been rated as "CRISIL AAA/Stable" by CRISIL Limited. "[ICRA) AAA (Stable)" by ICRA Limited, and "CARE AAA; Stable" by CARE. The Company has entered into/shall enter into an agreement with Depository/ies for the issuance of Bonds in dematerialized form.
8. The terms of the Bonds issued to investors would be subject to the Transaction Documents, the Memorandum of Articles and the Articles of Association of the Company, the Companies Act, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 as amended from time to time, this Deed or any other deed or document executed by the Company regarding the Bonds.
9. Accordingly, the Debenture Trustee has called upon the Company to execute this Deed being these presents and accordingly, these presents shall record the various terms, conditions and stipulations as well as the Company's obligation in respect of the Debentures including Redemption of the Debentures, 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 Debenture Trustee and the Company has agreed to do so in the manner set out hereinafter.

NOW THIS DEED 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:-

"Account Bank" shall mean the State Bank of India, opened and operated in line with the TRA Agreement.

"Act" means the Companies Act, 2013 or any enactment or amendment thereof in force for the time being.

"Applicable Law" means any statute, national, state, provincial, local, municipal, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any governmental authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority within the Republic of India, having jurisdiction over the matter in question, whether in effect as of the date of this Deed or at any time thereafter.

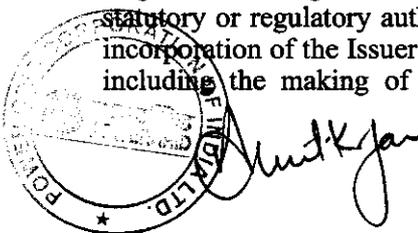
"Authorized Officer" shall mean with respect to any person, any officer of such person that is authorized to sign on behalf of such person and in case of a company, any person who is for the time being listed as in the most recent resolution/ delivered to the Debenture Trustee.

"Beneficial Owner(s)" means the Persons whose name is registered in the records of NSDL/CDSL as Bonds Holders.

"Board" shall mean the board of directors of the Company for the time being and from time to time.

"CIC" shall mean and refer to Credit Information Companies as defined under the Credit Information Companies (Regulation) Act, 2005, as amended from time to time.

"Clearances" shall mean any consent, permission, license, approval, registration, permit, no-objection or other authorization of any nature (statutory, non-statutory, regulatory or otherwise), which is required to be granted / to be granted by any Governmental Authority (including but not limited to any statutory, non-statutory or regulatory authority) or any other Person (including creditors and shareholders) (i) for the incorporation of the Issuer and fulfillment of / performance by the Issuer of the Transaction Documents including the making of payments contemplated thereunder; (ii) for the validity, legality and/ or



enforceability of any Transaction Documents; (iii) in connection with the business and operations of the Issuer, (iv) for issuing the Debentures, creating, perfecting and preserving the charge; and (vi) for all such other matters as may be necessary in connection with the project, the performance by any Person of its obligation.

“Debt” shall mean all obligations at any time due, owing or incurred by the Issuer to the Debenture 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 Debenture Trustee and all fees, costs, charges and expenses payable to the Debenture 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 any exercise of the Debenture Trustee of its rights under the relevant Transaction Documents together with legal fees and court costs.

“Debentures” shall have the meaning ascribed to such term in Recital 3 hereto

“Debenture Holders” or **“Bond Holders”** or **“Bondholder”** means the persons who are, for the time being and from time to time, the holders of the Debentures and whose names appear in the register of beneficial owners of the Debentures maintained in the records of the relevant depository (*viz.* NSDL and/ or CDSL) or the register of Bond Holders maintained by the Company (as the case may be), and **“Bond Holder”** shall mean any of them.

“Deemed Date of Allotment” shall mean the date of allotment as set out in the Disclosure Document and in ‘PART B - Details Specific to the Issue of this Deed.

“Depository(ies)” means NSDL and CDSL, individually or collectively, as the context may require.

“Depository Participant” shall mean a depository participant as defined under Depositories Act, 1996, as amended from time to time.

“Disclosure Document” or **“Placement Memorandum”** shall mean disclosure document / information memorandum/ private placement memorandum dated 29th March 2023, which sets out the key terms and conditions upon which the Debentures are proposed to be issued/ have been issued by the Company to the Debenture Holder(s).

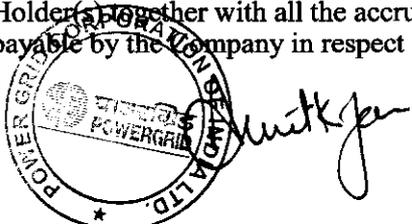
“DSA Account” shall mean the account in terms of TRA Agreement dated March 24, 2023.

“ECGC” shall mean Export Credit Guarantee Corporation of India Limited.

“Events of Default” shall mean an events of default as set out in Clause 6.

“Financial Covenants and Conditions” means covenants and conditions on the part of the Company to be observed and performed as set out in the Part B, first schedule hereunder written and as the same may, from time to time, be modified in accordance with these presents.

“Final Redemption Date” shall mean the date falling 10 years from the Deemed Date of Allotment, when the nominal amount of the outstanding Debenture/s is to be paid by the Company to the Bond Holder(s) together with all the accrued coupon, further interest, and all other monies whatsoever due and payable by the Company in respect of the Debentures.



“Government/Governmental 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.

“IBC” shall mean Insolvency and Bankruptcy Code, 2016, along with applicable rules and regulation(s), as amended from time to time.

“Indian GAAP” shall mean generally accepted accounting principles issued by the Institute of Chartered Accountants of India (ICAI) in India from time to time.

Ind-As” shall mean Indian accounting standard issued by the Institute of Chartered Accountants of India (ICAI) from time to time.

“Information Utilities” shall mean an information collection body to be constituted under the provisions of IBC.

“Initial Contribution” shall have the meaning ascribed to the term in Clause 5 of this Deed.

“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 regulatory Norms of Income Recognition, Asset Classification and provisioning requirements dated October 01, 2021 (**“IRAC Norms”**) and the SEBI circular no. SEBI/HO/MIRSD/CRADT/CIR/P/2020/203 dated October 13, 2020 prescribing the procedure to be followed by debenture Trustee in case of ‘Default’ by issuers of listed debt securities including seeking consent from the Bond Holder(s) for enforcement of security, if any and/or entering into an inter-creditor agreement, as amended from time to time.

“Issue Closing Date” shall mean the date of closure of the Issue of Debentures, as set out in the Disclosure Document.

“Key Managerial Personnel” or “KMP” shall have the meaning ascribed to it under Section 203 of the Companies Act or as amended or supplemented from time to time.

“Management Control” shall have the meaning ascribed to the term **“Control”** under the Companies Act.

“Obligations” means, as on any given date, the redemption amount of the Bonds on the last Redemption Date(s), the interest accrued thereon, and all other monies payable by the Company, including any costs, charges and expenses reasonably incurred by the Trustee, pursuant to the terms of the Deed (including the remuneration of the Trustee in terms of the mandate letter);

“Permitted Investments” shall mean that the Company can invest the surplus funds in the TRA Account and DSA Account in liquid/overnight mutual fund debt schemes with a minimum rating of AAA/A1+ or an equivalent rating by any rating agency or fixed deposits with TRA Bank or scheduled commercial bank having senior debt rating of atleast AAA by any rating agency.

“Project SPV” shall mean and include the following:

- a) POWERGRID NM Transmission Limited (PNMTL)

The Project SPV is 100% subsidiary of the Issuer, won under tariff based competitive bidding (TBCB) to undertake specific transmission lines.



"Recovery Expense Fund" shall mean fund contributed by the Company towards creation of a recovery expense fund as required to be created in terms of the SEBI REF Circular and SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as required.

"Record Date" shall mean the date falling 15 calendar days prior to the relevant Coupon Payment Date on which interest amount or the Redemption Date (as the case may be) on which the maturity amount is due and payable under the terms of the Placement Memorandum. In the event that the record date falls on a non-Working Day, the preceding Working Day or a date notified by the Company to the stock exchanges shall be considered as the record date.

"Redemption Date(s)" Redemption dates are as per Placement Memorandum.

"Repay" shall mean and include "Redeem" and *vice versa*, and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.

"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.

"SEBI Operational Circular" shall mean SEBI circular bearing reference number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021, as amended from time to time.

"Working Day" shall be a day on which commercial banks are open for business in the city of Delhi and the term 'Working Days' shall be construed accordingly.

"Transaction Documents" shall mean the document specified under Part B, Schedule I of this Deed.

"TRA Account" shall mean the account opened in terms of TRA Agreement dated March 24, 2023.

"TRA Agreement" shall mean the agreement dated March 24, 2023 executed between the Issuer, the Debenture Trustee and the Account Bank.

Part A – Standard Terms

1.

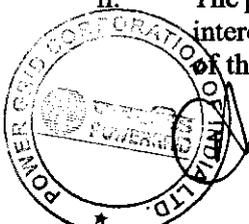
(A) EXECUTION OF DOCUMENTS

Where Company fails to execute this Deed within the period specified in the Debenture Trust Deed, without prejudice to any liability arising on account of violation of the provisions of the Act and these regulations, the Company shall also pay interest of at least (2.00%) two percent per annum or such other rate, as specified by SEBI to Bond Holders, over and above the agreed coupon rate, till the execution of this Deed.

2. FORM OF THE DEBENTURES/BONDS

i. The Bonds shall be in the form or substantially in the form set out in the First Schedule hereunder written and shall be endorsed with the Financial Covenants and Conditions set out in the First Schedule hereunder written.

ii. The principal amount of the Bonds, till the same are redeemed, interest (inclusive of compound interest where applicable) and all other monies hereby unsecured shall, as between the holders of the Bonds, inter-se rank *pari passu* without any preference or priority whatsoever on

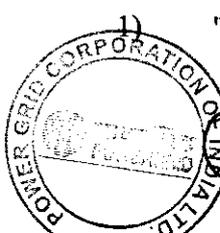


account of date of issue or allotment or otherwise. Interest / coupon and all other charges shall accrue from day to day and shall be computed on the basis of actual number of days elapsed, in a year of 365 days year or 366 days (in case of leap year), as the case may be. The interest for the last broken period shall be payable at the time of Redemption of said Debentures. 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 Company using the services of electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) or any other permitted electronic method as offered by Bond Holder(s) / Beneficial Owner(s) into such bank account of a Bond Holder/Beneficial Owner as may be notified to the Company by such Bond Holder/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.

- iii. The Bond Holder(s)/Beneficial Owner(s) will be entitled to their Bonds free from equities or cross claims by the Company against the original or any intermediate holders thereof.
- iv. The Company has entered into depository arrangements with the Depository for the issue of the Bonds in dematerialized form. The Bond Holder(s) who hold the Bonds in dematerialized 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 the Depository.
- v. The Financial Covenants and Conditions shall be binding on the Company, the Trustee, the Bond Holders and all persons claiming by, through or under any of them. The Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the Financial Covenants and Conditions as if the same were set out and contained in these presents which shall be read and construed as one document.

3. LISTING AND CREDIT RATING

- (a) The Company shall list the Bonds on NSE and/or BSE ("**Stock Exchange**"). The Company also reserves the right to get the Bonds listed on such other recognised stock exchange as Company may deem fit after giving prior notification of such proposed listing to the Bond Trustee.
- (b) The Company shall take all steps for making the listing application to the stock exchange and shall receive approval from the stock exchange(s) for the listing of Bonds, within the timelines specified in the extant SEBI regulations read with the circulars, as may be amended from time to time viz., within 3 (three) trading days of the Issue Closing Date. In case of delay in listing of the Bonds (issued on private placement basis) beyond the timelines specified above, the Company shall pay penal interest, to the Bond Holders, of at least 1.00% p.a. over the coupon rate from the Deemed Date of Allotment until the listing of such Bonds on the entire outstanding amount pertaining to the Bonds.
- (c) The Company shall complete all the formalities and seek listing permission as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from NSE and/or BSE within timelines mentioned in the SEBI Operational Circular. In the event of delay in listing of Bonds beyond the timelines mentioned in the SEBI Operational Circular the Company shall pay penal interest as per above sub-clause (b) and in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time.
- (d) The Company undertakes to comply with the SEBI (Listing Obligations and Disclosure Requirements), 2015, the Act 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 Company.
- (e) The Bonds are rated as:



1) "CRISIL AAA/Stable" by CRISIL Limited;



- 2) "ICRA AAA (Stable)" by ICRA Limited;
- 3) "CARE AAA; Stable" by CARE.

The Company agrees that the credit rating shall be reviewed on an annual basis, by a credit rating agency registered by SEBI. Any revision in rating shall be promptly intimated to the Bond Trustee.

4. APPOINTMENT OF THE TRUSTEE

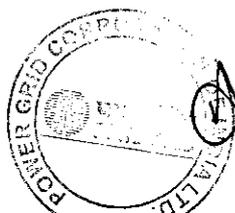
The Company appoints IDBI Trusteeship Services Limited as the Trustee, and the Trustee agrees to act as trustee for the benefit of the Bond Holder(s)/Beneficial Owner(s) and their successors, transferees and assigns under the trust HEREUNDER created pursuant to Clause 5 below and in such trust capacity, the Trustee agrees and are 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);
- (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 4 (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 other agreement, 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.

5. DECLARATION OF TRUST BY THE TRUSTEE

- (a) The Trustee hereby declares and confirms that it has, simultaneously with the execution of this Deed, settled and kept apart a sum of Rs. 1000 (Rupees One Thousand only), 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.
- (b) The Trustee hereby declares that in relation to the Bond Holder(s), it shall, as the case may be hold:



- i) the Initial Contribution;
- ii) 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

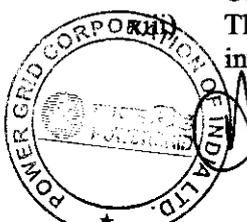
upon trust and for the benefit of the Bond Holder(s)/Beneficial Owner(s) and subject to the powers and provisions hereinafter declared and contained and concerning the same, for due payment and discharge of the Debt.

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

6. EVENTS OF DEFAULT

If one or more of the events specified herein (hereinafter called “the Event(s) of Default” happen(s), the Trustee may, in their discretion, and shall, upon request in writing of the Bond Holders of an amount representing not less than three-fourths in value of the nominal amount of the Bonds for the time being outstanding or by a Special Resolution duly passed at the meeting of the Bond Holders convened in accordance with the provisions set out in the Third Schedule hereunder written, by a notice in writing to the Company declare the principal of and all accrued interest on the Bonds to be due and payable forthwith:-

- i) Default is committed in payment of the principal amount of the Bonds on the due date(s);
 - ii) Default is committed in payment of any interest on the Bonds on the due date(s);
 - iii) Interest amount equivalent to yearly payment of interest has been in arrears;
 - iv) Default is committed in the performance or observance of any covenant, condition or provision contained in these presents and/or the Financial Covenants and Conditions (other than the obligation to pay principal and interest) and, such default continues for 30 days (thirty days) after written notice has been given thereof by the Trustee to the Company requiring the same to be remedied;
 - v) Any indebtedness of the Company for monies borrowed or to be borrowed through Bonds becomes due prior to the stated maturity period of such Bonds by reason of default of the terms thereof or any such indebtedness is not paid at their stated maturity;
 - vi) If, there is reasonable apprehension that the Company is unable to pay its Debts or any other debts;
 - vii) The Company has voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law or the Company is voluntarily or involuntarily dissolved;
 - viii) If a Petition for winding up of the Company shall have been allowed or if an order of a Court of competent jurisdiction is made for the winding up of a Company otherwise than in pursuance of a scheme of amalgamation or reconstruction previously approved in writing by the Trustee and duly carried into effect;
 - ix) The Company is unable to or has admitted in writing its inability to pay its debts as they mature;
 - x) A receiver or a liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Company;
 - xi) If certificate proceedings have been taken or commenced for recovery of any dues from the Company;
 - xii) If, any extra-ordinary circumstances have occurred which make it improbable for the Company to fulfill its obligations under these presents and/or the Bonds;
- The Company ceases or threatens to cease to carry on its business or gives notice of its intention to do so;



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- xiv) When any breach of the terms of the Placement Memorandum inviting the subscriptions of Bonds or of the covenants of this Deed is committed.

Provided that the Company shall have the option to replace the Project SPV in default with any other Project SPV with similar cashflow profile or any other mode of cashflow as may be agreed with the Debenture Trustee.

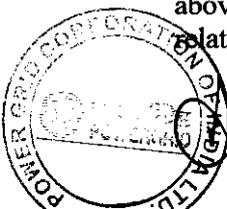
7. CONSEQUENCES OF EVENT OF DEFAULT

- 7.1 After the occurrence of an Event of Default under Clause 6 above, the Issuer shall send a notice to the Bond 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.
- 7.2 The notice as mentioned above shall contain the following:
- (i) request for positive consent for signing of the Inter Creditor Agreement (“ICA”);
 - (ii) the time period within which the consent needs to be provided by the Bond 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
 - (iii) 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.

- 7.3 The Bond Trustee shall take necessary action of entering into the ICA or take any other action as decided in the meeting of Bond Holder(s) based on the decision of the Bond Holder(s) with Special Majority, including the decision of formation of a representative committee of the Bond Holder(s) to participate in the ICA or as may be decided in the meeting of Bond Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Bond Holder(s) under the Bonds and be responsible to take decisions which shall be binding on the specific ISIN level Bond Holder(s) relating to ICA matters, or take any other action as may be decided by the Bond Holder(s), from time to time.
- 7.4 The Bond Trustee(s) may in accordance with the decision of the Bond Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Bond Holder(s)/ Beneficial Owners in accordance with the requirements under the extant RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.
- 7.5 The Trustee shall also have the following rights (notwithstanding anything in these presents to the contrary):-
- 7.5.1 to appoint one nominee director on the Board of the Company, subject to Applicable Law and in accordance with Clause 8 below;
 - 7.5.2 to levy default interest on overdue amounts as per the terms of issue; and
 - 7.5.3 to exercise such other rights as the Bond Holder(s) may deem fit under Applicable Law.

Provided however that once an Event of Default is cured, waived or ceases to exist, the actions taken by the Bond Trustee or any Bond Holder hereunder or under any Transaction Documents shall cease to operate, and any nominee director appointed in accordance with sub-clause (7.5.1) above, will forthwith (i) cease to be a director in the Company, and (ii) complete all formalities relating to such cessation as a director of the Company, including but not limited to notices being



issued to the Company or its management / key managerial personnel and forms being filed with the applicable Registrar of Companies.

7.6 The Debenture Trustee after obtaining consent of Bond 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 Fund.

7.7 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 collection of amounts due under this Deed, shall be payable by the Company.

8. POWER OF BOND HOLDER (S)/DEBENTURE TRUSTEE TO APPOINT NOMINEE DIRECTOR

The Bond holder(s)/Beneficial Owner(s)/Trustee shall have a further right to appoint and remove nominee(s) on the Board, ("herein after referred to as the nominee director") in terms of SEBI guidelines in the event of:

- i. two consecutive defaults in payments of interest to the Bond Holders; or
- ii. default in redemption of Debentures

The nominee director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Company shall take step to amend its Article of association for the purpose if necessary.

9. TRUST OF PROCEEDS OF SALE:

The Trustee shall hold UPON TRUST the monies, received by them or the receiver arising out of :-

- (a) any sale calling in, collection or conversion under the power of sale;
- (b) income;
- (c) policy or policies of insurance;
- (d) compensation money in respect of any acquisition and requisition or nationalization or takeover of the management of the corporation;
- (e) any other realisation whatsoever

after discharging the liability of secured lenders and balance distributed paripasu among unsecured lenders and they shall, in the first place, by and out of the said monies reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of receiver, calling in, collection, conversion or the exercise of the powers and trusts under these presents, including their and the receiver's remuneration as herein provided, and shall apply the residue of the said monies.

FIRSTLY in or towards payment to the Bond Holders pari passu of all arrears of interest including default interest/compound interest (wherever applicable) (which shall be deemed to accrue due from day to day) remaining unpaid on the Bonds held by them including Trustee' remuneration;

SECONDLY in or towards payment to the Bond Holders pari passu of all principal amounts owing on the Bonds held by them and whether the said principal amounts shall or shall not then be due and payable;



THIRDLY in or towards payment of the surplus (if any) of such monies to the person or persons entitled thereto.

Provided that, if the Trustee is of the opinion that it is expedient to do so, payments may be made on account of principal before the whole or part of the interest due on the Bonds has been paid off, but such alteration in the order of payment of principal and interest herein prescribed shall not prejudice the right of the Bond Holders to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed.

10. POWER TO ACCUMULATE PROCEEDS OF SALE

If, the amount of the monies at any time apportionable under Clause 9 hereof shall be less than ten percent of the nominal amount of the Bonds then outstanding, the Trustee may, at their discretion, invest such monies in any one of the investments herein authorised with power from time to time at the like discretion to vary such investments and such investments with the resulting income thereof may be accumulated until the accumulations together with any other fund for the time being under the control of the Trustee and available for the purpose shall amount to a sum sufficient to pay ten percent of the Bonds as shall be outstanding and the accumulations and funds shall be applied in the manner aforesaid.

11. NOTICE BEFORE PAYMENT

The Trustee shall give not less than 14 days' notice to the Bond Holders under Clauses 9 and 10 hereof and after the day so fixed the holders of each outstanding Bond shall be entitled (subject to the provision in Clause 9 hereof) to interest on the balance only (if any) of the principal moneys due on such Bonds held by them after deducting the amount (if any) payable in respect of the principal thereof on the day so fixed.

12. MEMORANDUM OF PART SATISFACTION

Upon any payment under First Schedule not amounting to complete payment of all principal amounts and interest due thereon, the Bonds in respect of which payment is made shall be produced to the Trustee who shall cause a memorandum of the amount and date of payment to be endorsed thereon. The Trustee may, in their discretion, dispense with the production and endorsement of Bonds as aforesaid, in any special case upon such indemnity as the Trustee may think fit.

13. RECEIPT OF BOND HOLDERS

The receipt of each Bond Holders or if there be more than one holder of any such Bonds, the receipt of any one of such holders or of the survivors or survivor of them for the principal monies and interest payable in respect of each of such Bond shall be a good discharge to the Trustee.

14. BOND FREE FROM EQUITIES

The Bond Holders will be entitled to their Bonds free from equities or cross claims by the Company against the original or any intermediate holders thereof;

15. TRUSTS OF BONDS NOT RECOGNISED

The Trustee shall not be affected by any notice express or implied of the right, title or claim of any person to such monies other than the Bond Holders.



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16. SURRENDER OF BONDS CERTIFICATES ON PAYMENT

For payment to the Bond Holders in full discharge of all principal moneys and interest due upon their Bonds, the Bonds shall be surrendered and delivered unto the Company with receipts in full discharge endorsed thereon and signed by the respective Bond Holders.

17. FAILURE TO SURRENDER THE BONDS

In the event of any holder of any Bond not surrendering such Bond which the Company is ready to pay or satisfy in accordance with the terms of these presents, to the Company, within thirty days after the due date for redemption or payment of the amount secured thereby, the Company 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 Bond Holders in respect of such Bonds and upon such deposit being made the Bonds which the Company is ready to pay or satisfy as aforesaid shall be deemed to have been paid off or satisfied in accordance with the provisions hereof.

18. POWER OF THE TRUSTEE TO INVEST UNCLAIMED AMOUNT

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

19. TRUSTEE' RIGHTS 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 Company or appoint a receiver to carry on and manage the same and the Trustee or the receiver may manage and conduct the same as they shall in their discretion think fit.

20. Not used.

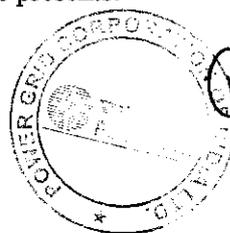
21. AUTHORISED INVESTMENTS

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

22. 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 9 above, pay and discharge the costs, charges and expenses incurred in carrying on the business including the remuneration of the receiver (if any) or in the performance or exercise or the attempted performance or exercise of the powers and duties under these presents and all other outgoings which the Trustee or receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under the power of sale or conversion under these presents.

23. WHEN TRUSTEE MAY INTERFERE



Until the happening of any of the Events of Default set out in Clause 6 above, the Trustee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Company or its business.

24. LIST OF BENEFICIAL OWNER(S) (in respect of Bonds held in Demat Form)

The Company shall request the Depository to provide a 'List of Beneficial Owner(s)' as at 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 as the case may be.

25. COMPANY'S COVENANTS/OBLIGATION OF THE COMPANY

A. The Company declares, represents and covenants as follows:-

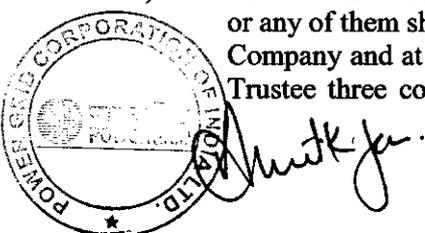
The Issuer Company confirms that all necessary disclosures have been made in the Placement Memorandum including but not limited to statutory and other regulatory disclosures. Investors should carefully read and note the contents of the Placement Memorandum. Each prospective investor should make its own independent assessment of the merit of the investment in Bonds and the Issuer Company. Prospective investor should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Bonds and should possess the appropriate resources to analyze such investment and suitability of such investment to such investor's particular circumstance. Prospective investors are required to make their own independent evaluation and judgment before making the investment and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments.

B. GENERAL COVENANTS

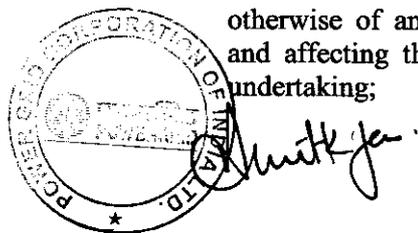
I. Affirmative Covenants:

The Company hereby covenants with the Trustee that the Company will at all times (except as may otherwise be previously agreed in writing by the Trustee/Bond Holders) it shall: -

- i) Carry out and conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management and personnel;
- ii) Utilise the monies raised by issue of the Bonds for 100% for part financing of capital expenditure of the Issuer, wholly owned subsidiaries and JVs through Inter Corporate Loan(s) also;
- iii) At the end of each financial year procure and furnish to the Trustee a certificate from the Company's statutory auditors in respect of the utilisation of funds raised by the issue of the Bonds;
- iv) Maintain and keep proper books of account as required by the Companies Act and therein make true and proper entries 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 shall at all 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;
- v) Give to the Trustee or to such person or persons as aforesaid such information as they or he or any of them shall require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Trustee three copies of every report, balance sheet, profit and loss account, circulars or notices,



- issued to the Shareholders and the Trustee shall be entitled, if they think fit, from time to time, to nominate a firm of Chartered Accountant to examine the books of account, documents and property of the Company or any part thereof and to investigate the affairs thereof and the Company shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as may be required and shall pay all costs, and expenses of and incidental to such examination and investigation as per Company's rules;
- vi) Permit the Trustee and such person, and they shall, from time to time in writing for that purpose appoint to enter into or upon and to view the state and condition of all the premises and pay all reasonable travelling, hotel and other expenses of any person whom the Trustee may depute for the purpose of such inspection and if the Trustee shall for any reason, that it is necessary to employ an expert then to employ such expert with the consent of the Company and to pay the fees and all traveling, hotel and other expenses of such expert as per the rules of the Company or as fixed by the Company;
 - vii) Punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoing, governmental, municipal or otherwise imposed upon or due and payable by the Company as and when the same shall be due and become payable and when required by the Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company;
 - viii) The Company covenants with the Trustee that it shall pay to the Bondholders the principal amount of the Bonds on the dates mentioned in the Financial Covenant and Condition under First Schedule hereto and shall also pay interest (including compound interest where applicable) on the Bonds in accordance with provisions set out in the Financial Covenant and Condition under First Schedule hereto. Provided that if so called upon by the Trustee for Bond Holders, the Company shall make payments as aforesaid to or to the order of or for the account of the Trustee at New Delhi and such payment shall be deemed to be in protanto satisfaction of the aforesaid covenant of the Company to make such payments to the Bondholders.
 - ix) Diligently preserve its corporate existence and status and all rights, contracts, privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business PROVIDED THAT the Company may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the rights enforceable under the Bonds is not thereby materially endangered or impaired. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Bonds might or would be hindered or delayed;
 - x) Pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Company may be required to pay according to the laws for the time being in force in the State in which its properties are situated or otherwise, and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Company shall reimburse the same to the Trustee on demand;
 - xi) Reimburse all sums paid or expenses incurred with the consent of the Company by the Trustee or any receiver, attorney, manager, agent or other person appointed by the Trustee with the consent of the Company for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf. All such sums shall carry interest at the maximum lending rates of the all India public financial institutions as prevailing from time to time as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Company will, on demand, pay and satisfy such liabilities and if any sum payable under these presents shall be paid by the Trustee the Company shall, forthwith on demand, reimburse the same to the Trustee.
 - xii) Promptly inform the Trustee of all orders, directions, notices of court/Tribunal affecting or likely to affect the its assets and if it has notice of any judgment for winding up having been passed or otherwise of any suit or other legal process intended to be filed or initiated against the Company and affecting the title to the Company's and/or Project SPV properties or business or undertaking;



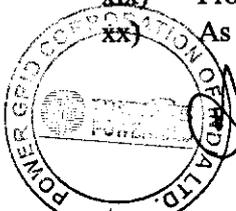
- xiii) Promptly inform the Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Company's profits or business and of any material changes in the rate of production or sales of the Company with an explanation of the reasons therefore;
- xiv) Promptly inform the Trustee of any loss or damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured its properties;
- xv) Forward a quarterly report to Trustee containing the following particulars: -
 - (i) Updated credit rating
 - (ii) Updated list of names and addresses of all the Bond Holder(s) and the number of Bonds held by the Bond Holder (s)/Beneficial Owner(s);
 - (iii) Details of coupon / interest due but unpaid, if any, and reasons for the same; 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 of by the Company in the quarter and those remaining unresolved by the Company and the reasons for the same; and
 - (iv) Statement that the security, if any, is sufficient to discharge the claims of the Bond Holder(s) as and when they become due.

The Company shall, to the extent required under the debt listing agreement entered into between the Company and the NSE and/or BSE / SEBI (Listing Obligations and Disclosures Requirement) Regulation, 2015 submit to the NSE and/or BSE for dissemination, along with the quarterly and annual financial results, a quarterly and annual communication, counter signed by the Debenture Trustee, containing, *inter alia*, 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) capital redemption reserve/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 percent;
- q) net profit margin percent;

Provided that if the information mentioned in above sub-clause is not applicable to the Company, it shall disclose such other ratio/equivalent financial information, as may be required to be maintained under applicable laws, if any.

- xvi) That the Company shall promptly inform the trustee of any major change in composition of its board of directors, which may amount to change in control as defined in SEBI (Substantial Acquisition of shares and Takeovers) Regulations, 2011.
- xvii) Submit any such information as required by Trustee.
- xviii) Redress/resolve grievances of the Bond Holders expeditiously.
- xix) Promptly inform the Trustee of any change in nature and conduct of business before such change.
- xx) As required by the Trustee submit a valuation certificate issued by an independent valuer.



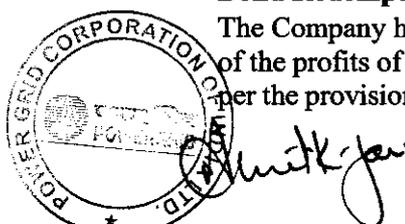
- xxi) The Company shall or cause the registrar and transfer agent to forward the details of Bond Holders to the Debenture Trustee at the time of allotment and thereafter by the 7th (Seventh) Business Day of every next month in order to enable the Debenture Trustee to keep their records updated and to communicate effectively with the Bond Holders, especially in situations where Events of Default are triggered.
- xxii) inform the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the Company.
- xxiii) The Company shall promptly provide to the Debenture Trustee promptly all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence and make the necessary disclosures on its website, in terms of Applicable Law, including but not limited to the SEBI circular dated November 12, 2020 and bearing number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/23.
- xxiv) The Company shall also furnish to the Trustee a Quarterly/half yearly certificate regarding maintenance of hundred percent asset cover or asset cover as per the terms of Placement Memorandum and under this Deed, including compliance with all covenants, in respect of listed non-convertible debt securities, by the Statutory Auditor, along with Quarterly/half yearly financial results in terms of SEBI (LODR) (Fifth Amendment) Regulations, 2020 dated 07th September, 2021 and SEBI (Issue and Listing of Non-Convertible Securities) Regulation, 2021 dated 09th August, 2021.
- xxv) furnish the following documents/information/reports/certification, as applicable, to Debenture Trustee to enable the Debenture Trustee to submit the same to Stock Exchange(s) within the timelines mentioned below:

Reports/Certificates	Timelines for submission requirements by Company to Debenture Trustee	Timeline for submission of reports/ certifications by Debenture Trustee to stock exchange
Asset cover certificate	Quarterly basis within 60 days from end of each quarter except last quarter of financial year or within such timelines as prescribed under Applicable Law	Quarterly basis within 75 days from end of each quarter except last quarter of financial year and the last quarter of financial year, within 90 days from the end of financial year or within such timelines as prescribed under Applicable Law.
A statement of value for debt service reserve account or any other form of security offered, if any	Quarterly basis within 45 days from end of each quarter except last quarter of financial year or within such timelines as prescribed under Applicable Law	Quarterly basis within 60 days from end of each quarter except last quarter of financial year or within such timelines as prescribed under Applicable Law
Valuation report and title search report for the immovable/movable assets, as applicable	Once in three years within 60 days from the end of financial year or within such timelines as prescribed under Applicable Law.	Once in three years within 75 days from the end of financial year or within such timelines as prescribed under Applicable Law.

- xxvi) Bond Redemption Reserve and Recovery Expense Funds:

Bond Redemption Reserve:

The Company hereby agrees and undertakes that it would, if applicable, create and maintain out of the profits of the Company available for payment of dividend, a Bond Redemption Reserve as per the provisions of Section 71 of the Companies Act, 2013 read with Rule 18 of the Companies

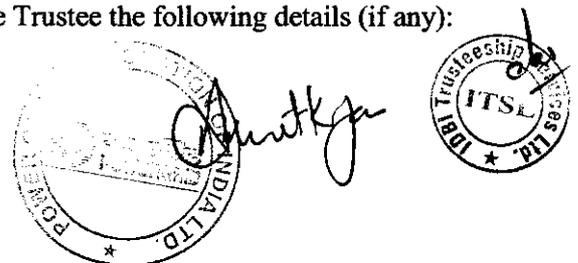


(Share Capital and Bonds) Rules, 2014 and other Applicable Law, and if during the currency of these presents, any guidelines are formulated (or modified or revised) by any Governmental Authority under Applicable Law in respect of creation of the Bond Redemption Reserve, the Company shall abide by such guidelines and execute all such supplemental letters, agreements and deeds of modifications as may be required by the Bond Holders and shall also cause the same to be registered, where necessary. The Company shall submit to the Bond Holders (through the Bond Trustee) a certificate duly certified by its Statutory Auditor certifying that, the Company has transferred a suitable sum to the Bond Redemption Reserve and invested the monies lying therein as stipulated in the guidelines formulated (or modified or revised) by the Central Government or any other statutory or regulatory at the end of each financial year in accordance with the provisions of Section 71 of the Companies Act, 2013 read with Rule 18 of the Companies (Share Capital and Bonds) Rules, 2014.

Recovery Expense Fund

The Company has created and shall maintain the Recovery Expense Fund in terms of the Regulation 15 (1) (h) of the SEBI (Debenture Trustee) Regulation, 1993, Regulation 26 (b) (7) of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 dated 09th August, 2021 and SEBI Circular dated 22nd October, 2020 in the manner as may be specified by the SEBI from time to time. Further, Company hereby agrees and undertake to comply with provisions of Recovery Expense Fund as per applicable laws.

- xxvii) intimation to the Debenture Trustee (along with the stock exchange) if any of the following proposals being placed before the Board, at least 11 (eleven) Working Days in advance:
- (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; and / or
 - (c) any other matter affecting the rights and interests of the Bond Holder(s) is proposed to be considered.
- xxviii) The Company shall give prior intimation to the stock exchange(s) with a copy to the Debenture Trustee at least 2 (two) 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.
- xxix) The Company shall within 7 (seven) Working Days from the end of the quarter provide: (a) a certificate confirming the payment of interest/dividend/principal obligations for non-convertible securities which were due in that quarter; and (b) the details of all unpaid interest/dividend/principal obligations in relation to Bonds at the end of the quarter.
- xxx) If default in payment of Bonds is continuing, the Company shall inform the Debenture Trustee the updated status of payment latest by the 2nd working day of April of each financial year, alongwith the intimation on the updated status of payment to the stock exchange(s) and the Depository. Further, the Company shall also intimate the development, if any, that impacts the status of default of the Bonds (including restructuring, insolvency proceedings, repayment, etc.) to the stock exchange(s), Depository and Debenture Trustee within 1 (one) working day of such development. The aforementioned intimations shall be submitted until the obligations are fully discharged or satisfied. The Company shall provide an undertaking to the Stock Exchange(s) on annual basis that all documents and intimations required to be submitted to Debenture Trustee in terms of Trust Deed and SEBI (Issue and listing of Non-Convertible securities) Regulations 2021 as amended or replaced time to time have been complied with and furnish a copy of such undertaking to the Debenture Trustee for records.
- xxxi) The Company shall promptly inform the Debenture Trustee the following details (if any):
- a) corporate debt restructuring,



- b) fraud/defaults by promoter or key managerial personnel or by Company or arrest of key managerial personnel or promoter; and / or
 - c) reference to National Company Law Tribunal or insolvency petitions (if any) filed by any creditor of the Company.
- xxxii) In case of initiation of forensic audit (by whatever name called) in respect of the Company, the Company shall provide following information and make requisite disclosures to the stock exchanges:
- (i) the fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available; and
 - (ii) final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Company along with comments of the management, if any.

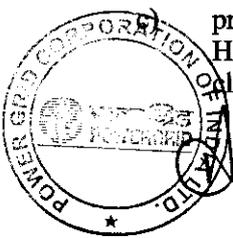
xxxiii) The Company shall furnish the following to the Debenture Trustee:

- (a) its duly audited annual accounts, consolidated as well as standalone basis, within 180 (One Hundred and Eighty) days from the close of its accounting year;
- (b) copy of the un-audited or audited financial results on a half yearly basis on the same day the information is submitted to stock exchanges i.e. within 45 (forty-five) days from the end of the half year or within such timelines as prescribed under Applicable Law;
- (c) a one-time certificate from the statutory auditor of the Company with respect to the use of the proceeds raised through the issue of Bonds as and when such proceeds have been completely deployed toward the Purpose;
- (d) such information in relation to the Secured Assets that the Debenture Trustee may reasonably request (in a format which shall be provided by the Debenture Trustee from time to time) for the purpose of quarterly diligence by the Debenture Trustee to monitor the Fixed Asset Coverage Ratio/Security Coverage Ratio and shall also submit to the Debenture Trustee a certificate from the director/ managing director of the Company on half-yearly basis, certifying the value of the identified receivables as agreed in the Transaction Documents;
- (e) all information/ documents required to be submitted to the Debenture Trustee, to enable it to carry out the due diligence in terms of SEBI circular dated November 3, 2020 and bearing number SEBI/ HO/ MIRSD/ CRADT/ CIR/ P/ 2020/218; and necessary reports / certificates to the stock exchanges / SEBI and make the necessary disclosures on its website, 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.

xxxiv) The Company shall:

- a) supply to the Trustee (with sufficient copies for all Bond Holder(s) if the Trustee so requests) all documents despatched by it to its shareholders (or any class of them) or its creditors generally at the same time as they are despatched;
- b) promptly upon becoming aware, supply to the Trustee (and sufficient copies for all Bond Holder(s) if the Trustee so requests), the details of any event which may have a Material Adverse Effect;

promptly upon becoming aware, supply to the Trustee (and sufficient copies for all Bond Holder(s) if the Trustee so requests), the details of the existence of any event or condition or claim which permits, or with the passage of time, will permit, the Company to abandon the



business;

- d) forthwith give, notice in writing to the Trustee of commencement of any proceedings (including litigation, arbitration or administrative proceedings) directly affecting the Secured Assets, the Issuer and/or the Transaction Documents.
- xxxv) Any communication from the income tax authorities under Section 281 of the IT Act for the Company / security providers in respect of the creation of the relevant security under the security documents shall be promptly shared with the Debenture Trustee, if applicable.
- xxxvi) The Issuer shall share with the Debenture Trustee / Bond Holders all information relating to financing assistance availed by the Issuer including but not limited to the nature and amount of debt with Information Utilities in a manner as may be required by the IBC and the rules therein and update the information from time to time.
- xxxvii) The Issuer hereby agrees and gives consent for the disclosure/publication/submission by the Debenture Trustee / Bond Holders (in their sole discretion) of all or any such 'financial information' as defined in Section 3 (13) of the IBC in respect of the Bonds from time to time, to any Information Utilities, in accordance with the relevant regulations framed under the IBC, and directions issued by RBI to the banks from time to time and hereby specifically agrees to promptly authenticate the financial information submitted by the Debenture Trustee / Bond Holders, as and when requested by the concerned Information Utilities.

II. Additional Covenant:-

(i) Default in Payment and other Default: -

In case of default in payment of interest and/or principal redemption on the due dates additional interest at the rate of 2% (two percent) per annum over the interest rate payable on the Bonds by the Issuer in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time.

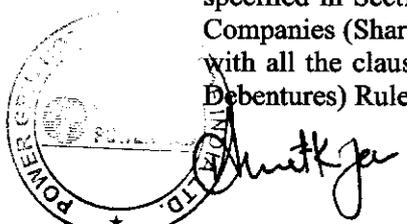
(ii) Delay in Listing: -

The Company shall complete all the formalities and seek listing permission as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from NSE and/or BSE within timelines mentioned in the SEBI Operational Circular. In the event of delay in listing within 3 (three) trading days from the Issue Closing Date, the Issuer shall pay penal interest to the Bond Holders, of at least 1.00% p.a. over the coupon rate stated in First Schedule hereof from the Deemed Date of Allotment until the listing of such Bonds on the entire outstanding amount pertaining to the Bonds.

(iii) Delay in execution of Debenture Trust Deed: -

If the Issuer fails to execute the trust deed within the prescribed timelines under the applicable law, the Issuer shall also pay interest, over and above the agreed coupon rate of at least 2% (two percent) per annum or such other rate, as specified by the SEBI to the holder of the Bonds, over and above the agreed coupon/interest rate, till the execution of the Deed.

- (iv) The Company is aware that in terms of Regulation 14 of the SEBI (Debenture Trustee) Regulations, 1993 as amended from time to time, the Trust Deed has to contain the matters specified in Section 71 of the Companies Act, 2013 and Form No. SH.12 specified under the Companies (Share Capital and Debentures) Rules, 2014. The Company hereby agrees to comply with all the clauses of Form No. SH.12 as specified under the Companies (Share Capital and Debentures) Rules, 2014 as if they are actually and physically incorporated herein in this deed.



- (v) In terms of SEBI Circular numbering SEBI/HO/DDHS/P/CIR/2021/613 dated 10.08.2021 read with other SEBI Circular, the Issuer hereby submit the following Bank Account details from which it proposes to pay the redemption amount and hereby pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Issuer hereby submit a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee.

Bank Account Details: -

Sr. No.	Particular	Details
1	Name of Bank	State Bank of India
2	Account No.	41777171433
3	Branch address	Corporate Account Group, 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 011
4	Email address	amt3.cagdel@sbi.co.in

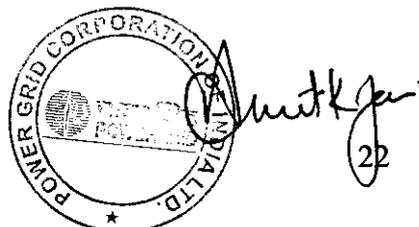
The Issuer hereby further agrees and undertakes that it shall also inform the Debenture Trustee and Bond Holders of any change in above bank details within 1 working day of such change”

- (vi) The Company further acknowledges, agrees, that the Debenture Trustee is authorised to seek redemption payment related and interest / coupon payment related details and information from the Account Bank in terms of the extant SEBI regulations. A duly executed pre-authorisation letter from the Company to the Account Bank is annexed herewith as **Fourth Schedule, Part A** and a duly accepted consent letter from the Account Bank is annexed herewith as **Fourth Schedule, Part B**. 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 bank.

III. Negative Covenants:

The Company hereby covenants with the Trustee that during the continuance of the Bonds, without the prior written approval of the Trustee, the Company shall not:

- a) pull down or remove any building or structure (except any temporary structure) on the lands or the fixed plant or machinery attached to earth or permanently fastened with anything attached to the earth or any of them without the previous consent in writing of the Trustee except in the ordinary course of repair and maintenance or improvement or replacement or otherwise in the course of and for the purposes of charging on the business of the Company and the Company will in such case forthwith restore or procure to be restored such building, structure, plant and machinery attached to earth or permanently fastened with anything attached to the earth as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value;
- b) declare or pay any dividend to its shareholders during any financial year unless it has paid the installment of principal and interest then due and payable on the Bonds, or has made provision satisfactory to the Trustee for making such payment. No permission of the Trustee is required if there is no default;



- c) The Company shall inform the Trustee at least once in year the broad details of the new project, diversification, modernisation or substantial expansion of any project undertaken by it during the financial year.

26. CLAIM FOR COMPENSATION MONIES

In the event of the Government taking over the management of the Company and/or the entire undertaking of the Company and/or in the event of nationalisation of the Company or its business or a moratorium being passed or in case the running of the business of the Company or its management or control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever, or under the provisions of The Industries (Development and Regulation) Act, 1951 or under any other Act, the Trustee shall be entitled to receive the whole of the compensation to which the company shall be entitled and to apply the same or a sufficient portion thereof in accordance with provisions set out in Clause 4 of First Schedule and all monies hereunder shall become immediately payable.

27. RIGHTS OF TRUSTEE

In addition to the other powers conferred on the Trustee and provisions for their protection and not by way of limitation or derogation of anything in these presents contained nor of any statute limiting the liability of the Trustee, IT IS EXPRESSLY DECLARED as follows:-

- 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 Company or by the Trustee or otherwise;
- b) The Trustee after consulting the Bond Holders shall be at liberty to accept a certificate signed by duly authorised Directors of the Company as to any act or matter prima facie within the knowledge of the Company as sufficient evidence thereof and a like certificate that any property or assets are in the opinion of the Director so certifying worth a particular sum or suitable for the Company's purpose or business as sufficient evidence that it is worth that sum or so suitable and a like certificate to the effect that any particular dealing or transaction or step or thing is in the opinion of the Director so certifying expedient as sufficient evidence that it is expedient;
- c) The Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bonafide made shall be conclusive and binding upon all persons interested hereunder;

PROVIDED NEVERTHELESS that nothing contained in this clause shall exempt the Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.

28. DUTIES OF TRUSTEE

It shall be the duty of every debenture trustee to-

- (a) Satisfy himself that the letter of offer does not contain any matter which is inconsistent with the terms of the issue of debentures or with the trust deed;
- (b) satisfy himself that the covenants in the trust deed are not prejudicial to the interest of the Bond Holder(s);

call for periodical status or performance reports from the company;



- (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 thereof;
- (e) appoint a Nominee Director on the Board of the company in the event of-(i)two consecutive defaults in payment of interest to the Bond Holders; or (ii)default in redemption of Bonds.
- (f) Ensure that the Company does not commit any breach of the terms of issue of Bonds or covenants under this Deed and take such reasonable steps as may be necessary to remedy any such breach;
- (g) Inform the Bond Holder(s) immediately of any breach of the terms of issue of Bonds or covenants under this Deed;
- (h) Call for reports on the utilization of funds raised by the issue of Bonds;
- (i) Take steps to convene a meeting of the holders of Bonds as and when such meeting is required to be held;
- (j) Ensure that the Debentures have been redeemed in accordance with the terms of the issue of Debentures; and
- (k) Perform such acts as are necessary for the protection of the interest of the Bond Holders and do all other acts as are necessary in order to resolve the grievances of the Bond Holder(s).

29. BREACH OF COVENANT BY THE COMPANY MAY BE WAIVED

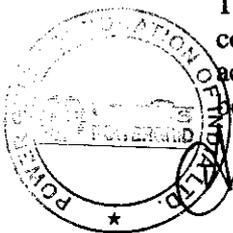
The Trustee after consulting the Bond Holders may, at any time, waive on such terms and conditions as to them shall seem expedient any breach by the Company of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee in respect of any subsequent breach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

30. POWER OF TRUSTEE TO DELEGATE

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

31. POWER OF TRUSTEE TO EMPLOY AGENTS

The Trustee may, in carrying out the trust business employ and pay any person with prior consent of the Company 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 reasonable professional and other charges for



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business transacted and acts done by them in connection with the trusts hereof and also their reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with these presents with the consent of the company.

32. RESIGNATION, RETIREMENT AND REMOVAL OF TRUSTEE

(i) Resignation:

- (a) The Trustee may at any time, resign as Trustee, provided that it shall have given at least two month's previous notice thereof in writing to the Company and the Trustee shall continue to act as Trustee until a successor trustee is appointed by the Company;
- (b) The Company shall, upon receipt of notice of resignation issued by the Trustee, take prompt steps to appoint another entity competent to act as trustee for the Bond Holders in place of the Trustee (the "Successor Trustee").
- (c) In case the Company fails to appoint the Successor Trustee before the Trustee's resignation becomes effective, the Bond Holders may by a resolution passed by majority vote, nominate an entity competent to act as their trustee and require the Company to appoint such entity as the Successor Trustee. The Company shall within 15 days of receipt of such resolution passed by the Bond Holders take all necessary steps to appoint the entity named in the resolution as the Successor Trustee and complete all necessary formalities to give effect to such appointment.

(ii) Removal & Retirement

The Bond Holders may for sufficient cause but, after giving not less than two months' notice in writing, remove and/or retirement the Trustee by passing a Special Resolution to that effect, and by the same resolution nominate an entity competent to act as their trustee and require the Company to appoint such entity as the Successor Trustee. The Company shall within 15 days of receipt of such resolution passed by the Bond Holders take all necessary steps to appoint the entity named in the resolution as the Successor Trustee and complete all necessary formalities to give effect to such appointment.

(iii) Successor Trustee as the Trustee

Upon appointment of the Successor Trustee pursuant to the preceding sub-clause (i) or (ii), all references in this Deed to the 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 of the Trustee as if it had been originally appointed as the Trustee.

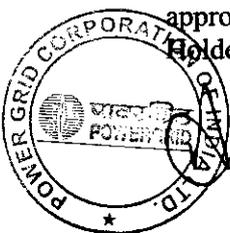
33. TRUSTEE' REMUNERATION

The Company shall pay to the Trustee's remuneration hereinafter mentioned for their services as Trustee for POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72nd Issue) in line with ITSL Letter No. 55947/ITSL/CL/22-23/DEB/1363 dated 23rd March, 2023.

Arrears of instalments of annual service charges, if any, shall carry interest at the rate specified in consent letter till the actual payment.

34. REDRESSAL OF GRIEVANCES

The Company shall furnish to the Trustee details of all grievances received from the Bond Holder(s) and the steps taken by the Company to redress the same. At the request of any Bond Holder(s), the Debenture Trustee shall, by notice to the Company call upon the Company to take appropriate steps to redress such grievance and shall, if necessary, at the request of any Bond Holder call a meeting of the Bond Holders.



35. MODIFICATIONS TO THESE PRESENTS

The Trustee shall concur with the Company in making any modifications in these presents which in the opinion of the Trustee shall be expedient to make provided that once a modification has been approved by a consent in writing of the holder(s) of the Bonds representing not less than three fourths in value of the Bonds for the time being outstanding or by a special resolution duly passed at a meeting of the Bondholders convened in accordance with the provisions set out in the Third Schedule hereunder written, the Trustee shall give effect to the same by executing necessary Deed(s) Supplemental to these presents.

36. NOTICES

- (a) Any notice required to be served on the Trustee may be served on the Trustee by sending through registered post in prepaid letter addressed to the Trustee in case of present Trustee at its head office in Mumbai 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 notice required to be served on the Company may be duly served by sending through post in a prepaid letter at its registered office.
- (c) Any notice may be served by the Company or the Trustee upon the holder of any Bonds issued under these presents by sending through post in prepaid letter addressed to such Bond Holder at his registered address and any notice so sent by post, shall be deemed to have been duly served 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.
- (d) 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 documents, 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.

37. PLACEMENT MEMORANDUM TO PREVAIL

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

It is hereby expressly agreed by and between the parties that the obligations of the Company shall be governed by the provisions contained in the Placement Memorandum and these presents, and in the event of there being any inconsistency or repugnancy between the provisions contained in the Placement Memorandum and these presents, the provisions contained in the Placement Memorandum shall prevail for all purposes and to all intents

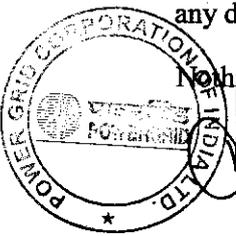
IN WITNESS WHEREOF of the Company has and the Trustee have caused these presents to be executed by their respective authorised officer's/constituted attorney the day and year first hereinabove written in the manner hereinafter appearing.

38. GOVERNING LAW AND JURISDICTION

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

The Issuer agrees that the courts and tribunals at Delhi shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed.

Nothing contained in this Clause, the Trustee may in its absolute discretion, commence any legal

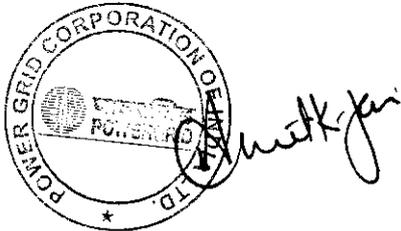


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action or proceeding arising out of this Deed in a court, tribunal or any other appropriate forum in India and the Company hereby irrevocably submits to and accepts, generally and unconditionally, the jurisdiction of such courts and tribunals.

39. To the extent that the Issuer may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to them or their assets such immunity (whether or not claimed), the Issuer hereby irrevocably agree not to claim and hereby irrevocably waives such immunity



PART B – Details Specific to the Issue

ISIN RELATED AND FINANCIAL COVENANTS AND CONDITIONS:

(i) **Issue Opening Date**

Issue Opening Date shall mean 29th day of March, 2023.

(ii) **Issue Closing Date**

Issue Closing Date shall mean 29th day of March, 2023.

(iii) **Pay in Date**

The Pay in Date shall mean 31st day of March, 2023.

(iv) **Deemed Date of Allotment**

The Deemed Date of Allotments shall mean 31st day of March, 2023.

(a) **Market Lot:**

Market lot will be 1 (one) Bond.

(b) **Minimum Application:**

1 (one) Bond and in multiples of 1 (one) Bond thereafter.

(v) **Certificates**

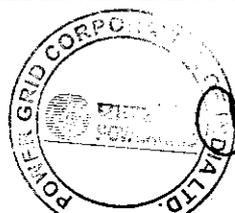
The Issuer shall have provided to the Debenture Trustee, the following certificates:

- (a) a certificate from an Authorized Officer of the Issuer stating that all the representations and warranties set out in the Transaction Documents are true and correct at the time made with reference to the facts and circumstances then existing and in all respects as on the date of the certificate;
- (b) a certificate from an Authorized Officer of the Issuer stating that no Material Adverse Effect has occurred or shall occur pursuant to the issuance of the Bonds;
- (c) a certificate from an Authorized Officer of the Issuer stating that no Event of Default or Potential Event of Default exists or is continuing under the Transaction Documents as on date of the certificate.
- (d) a certificate from an Authorized Officer of the Issuer stating that the Issuer or its directors / promoters, are not on ECGC caution list / specific approval list, RBI's / CIC defaulters / caution list, COFEPOSA defaulters list or any bank's defaulters list, and are not connected to any non-performing asset / one time settlement / compromise / unscrupulous defaulters, and that no director of the Company is disqualified under Section 164 of the Companies Act.

If any such person is already a director on the Board, the Issuer shall intimate the Debenture Trustee promptly and take expeditious and effective steps to remove such Person from its Board or procure deletion of their names from such lists.

(vi) **Risk factors pertaining to the issue**

The risk factors shall be as mentioned in the Disclosure Document.



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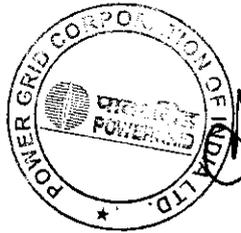


(vii) **AMOUNTS OF BONDS AND COVENANT TO PAY PRINCIPAL AND INTEREST**

The Bonds under 7.56% Un-Secured, Non-Convertible, Non-Cumulative, Taxable, Redeemable Power Grid Bonds-LXXII have been issued for an amount aggregating to a total of Rs. 425 Crore (Base Issue- Rs. 100 Crore and Green Shoe Option- Rs. 325 Crore) Consists of 42,500 Bonds of Rs 1 lakh redeemable at par at the end of the 10 years from Deemed Date of Allotment.

Allotted Unsecured, Non-Convertible, Non-Cumulative, Taxable, Redeemable bonds in the nature of debentures on private placement basis following Non-Convertible, Non-Cumulative, Taxable, Redeemable bonds in the nature of debentures on private placement basis	Date of Allotment	No. of Bonds Allotted	Face Value of Bonds (Rs In Lakh)	Aggregate Nominal Value of Bonds Allotted (Rs in Crore)	Rate of Interest (%) P.A.	ISIN No
POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72 nd Issue)	31 st March 2023	42,500	1.00	425.00	7.56%	INE752E08692

The Company hereby agrees and consent with the Trustee that it shall service timely interest & principal of the Bonds as per the terms of the Placement Memorandum issued by the Company.

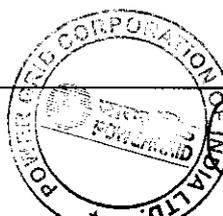


**THE FIRST SCHEDULE ABOVE REFERRED TO
FINANCIAL COVENANTS AND CONDITIONS**

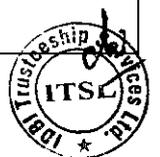
It is hereby clarified that this First Schedule shall form part of Part B.

Broad Terms and Conditions of the Debentures

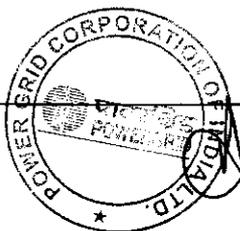
1.	Security Name	7.56% POWERGRID BONDS-LXXII Issue 2022-23 (Bond 72 nd Issue)
2.	Issuer	Power Grid Corporation of India Limited (“Company / Corporation”)
3.	Project SPV	POWERGRID NM Transmission Limited (PNMTL) PNMTL is a 100% subsidiary of POWERGRID, won under Tariff Based Competitive Bidding (TBCB) to undertake specific transmission lines
4.	Type of Instrument	Unsecured, Non-Convertible, Non-Cumulative, Taxable, Redeemable bonds in the nature of debentures
5.	Nature of Instrument	Unsecured
6.	Seniority	Senior
7.	Eligible Investors	<p>Only those investors who are permitted to invest in this issue as per SEBI Debt Regulations, applicable for issuance and listing of these Bonds.</p> <p>The following investors are eligible to bid for these Bonds:</p> <ul style="list-style-type: none"> • Arranger as appointed by the Issuer • All QIBs enrolled for direct participation on NSE • All non-QIB Investors enrolled with the EBP for direct participation, only eligible participants, as selected by the Issuer, may participate in the bidding process <p>All Investors are required to comply with the relevant regulation/ guidelines applicable to them for investing in this Issue.</p> <p>No arranger fee shall be payable by the Issuer.</p> <p>Arrangers with successfully bid [Arranger Bid (client +proprietary)] to whom POWERGRID Bonds amounting to Rs 5 Crore or more have been allocated will be treated as successful arranger and their name will be incorporated in final Placement Memorandum (PM)</p>
8	Listing	<p>Proposed to be listed on BSE and NSE. The Issuer has received in-principle approval for listing of these Bonds from BSE vide letter DCS/COMP/RM/IP-PPDI/720/22-23 dated March 24, 2023 and NSE vide letter ref no. NSE/LIST/6164 dated March 24, 2023. Please refer to Annexure 8 for a copy of the letters from BSE and NSE.</p> <p>The Issuer shall make listing application to BSE and/or NSE as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from BSE and NSE within the timelines specified in the SEBI Operational Circular.</p> <p>Designated Stock Exchange for the Issue is: NSE</p>



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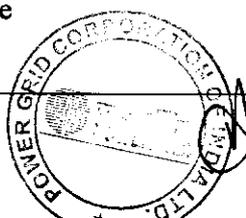
9	Rating of the Instrument	“CRISIL AAA/Stable” by CRISIL, “[ICRA] AAA” by ICRA and “CARE AAA;Stable” by CARE
10	Issue Size	Aggregate issue size not exceeding Rs. 425 crores with a base issue size of Rs. 100 crores and a green-shoe option to retain oversubscription upto Rs. 325 crores.
11.	Base Issue Size	Rs. 100 crores
12.	Green Shoe Option / option to retain oversubscription	Yes. Green-shoe option to retain oversubscription upto Rs. 325 crores.
13.	Minimum Subscription	Not Applicable
14	Objects of the Issue	100% for part financing of capital expenditure of the company, wholly owned subsidiaries and JVs through Inter Corporate Loan(s) also.
15	Details of utilization of proceeds	Utilization Certificate will be submitted to the Trustee at the end of each quarter
16	Coupon Rate	7.56% p.a.
17	Step Up/Step Down Coupon Rate	Not Applicable
18	Coupon Payment Frequency	Quarterly. The first coupon payment shall be on May 17, 2023 and every quarter thereafter except for last coupon which shall be on the redemption date as given in Annexure I. For further details please refer to Annexure I of the Term Sheet
19	Coupon Payment Dates	Please refer Annexure I of the Term Sheet
20	Coupon Type	Fixed
21	Coupon Reset Process	Not Applicable
22	Day Count basis	Actual/Actual The Coupon for each of the interest periods shall be computed as per Actual / Actual day count convention (as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613) on the face value/principal outstanding at the Coupon Rate rounded off to the nearest Rupee. The Coupon Period means each period beginning on (and including) the Deemed Date of Allotment(s) or any Coupon Payment Date and ending on (but excluding) the next Coupon Payment Date. It is clarified that in case of Coupon payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred and sixty six) days (as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613). Illustrative cash flows are provided in this Placement Memorandum.
23	Interest on Application Money	Not Applicable
24	Default Interest Rate	In case of default (including delay) in payment of Interest and/or principal redemption on the due dates, additional interest shall be payable by the Issuer in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time. The Issuer shall make listing application to BSE and/or NSE as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613 and receive listing approval from BSE and/or NSE within timelines mentioned in the SEBI Operational Circular. In case of delay in listing of the Bonds beyond the timelines mentioned in the SEBI



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		Operational Circular, the Issuer shall pay penal interest in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time. If the Issuer fails to execute the trust deed within the prescribed timelines under the applicable law, the Issuer shall also pay interest, over and above the agreed coupon rate in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time, till the execution of the trust deed.
25	Tenor	10 years
26	Redemption Date	10 Years from the Deemed Date of Allotment with equal quarterly redemption payments starting from August 17, 2023 except for last redemption installment which shall be paid on the maturity date. For further details, please refer to Annexure I of the Term Sheet
27	Redemption Amount	Please refer Annexure I of the Term Sheet
28	Redemption Premium / Discount	Nil
29	Issue Price	Rs. 1 lakh per Bond (Debenture)
30	Discount at which security is issued and the effective yield as a result of such discount	Nil
31	Put Option	Not Applicable
31	Put Date	Not Applicable
32	Put Price	Not Applicable
33	Call Option	Not Applicable
34	Call Date	Not Applicable
35	Call Price	Not Applicable
36	Put Notification Time	Not Applicable
37	Call Notification Time	Not Applicable
38	Face Value	Rs. 1 lakh per Bond
39	Minimum Application and in multiples of thereafter	1 Bond of Rs 1 lakh each and in multiple of 1 Bond thereafter
40	Issue Timing Issue Opening Issue Closing Date of Earliest Closing Pay-in Date Deemed Date of Allotment	March 29, 2023 March 29, 2023 Not Applicable March 31, 2023 (Since March 30, 2023 is a trading holiday therefore T+1 date is next working day, being March 31, 2023) March 31, 2023
41	Settlement Mode of the Instrument	The pay-in of subscription money for the Bonds shall be made as per EBP Guidelines through clearing corporation of BSE i.e., Indian Clearing Corporation Limited (ICCL).
42	Mode of interest/ principal repayment	Payment of interest and repayment of principal shall be made by way of credit through direct credit/ National Electronic Clearing Service/ RTGS/ NEFT mechanism or any other permitted method at the discretion of the Issuer.
43	Depository	National Securities Depository Limited and Central Depository Services (India) Limited
44	Disclosure of Interest / Redemption Date	Please refer Annexure I of the Term Sheet
45	Record Date	15 calendar days prior to each Coupon Payment Date or the Redemption Date (as the case may be). In the event the Record Date falls on a day which is not a Working Day, the preceding



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		day or a date notified by the Company to the stock exchanges will be considered as Record Date.
46	All covenants of the issue (including side letters, accelerated payment clause, etc.)	Refer to Annexure II of Term Sheet All covenants to the issue shall be mentioned in the Debenture Trust Deed which will be executed within time frame prescribed under the SEBI (Debenture Trustee) Regulation, 1993, Companies Act and other applicable laws and regulations.
47	Description regarding Security	Not Applicable
48	Transaction Documents	The Company has executed/ shall execute the documents including but not limited to the following in connection with the Issue: <ol style="list-style-type: none"> 1. Transmission license granted to the Project SPV 2. Transmission Service Agreement of the Project SPV 3. Operations and Maintenance Agreement of the Project SPV if any 4. Placement Memorandum 5. Debenture Trustee Agreement 6. Debenture Trust Deed 7. Rating Letters and Press Release from the credit rating agencies 8. Tripartite Agreement between the Issuer, Registrar and NSDL for issue of Debentures in dematerialized form 9. Tripartite Agreement between the Issuer, Registrar and CDSL for issue of Debentures in dematerialized form 10. In-principle approval from stock exchange(s) for listing of Debentures 11. Consent Letters from Registrar and Trustee to the Issue 12. TRA agreement 13. Listing Agreement with BSE and/or NSE; and 14. Letter from the Company directing the Project SPV to remit payments to the TRA 15. Shortfall undertaking by the Company 16. Confirmation from Project SPV that payment will be deposited in to TRA as per the directions provided by the Company 17. Any other document as indicated by Debenture Trustee
49	Conditions Precedent to Disbursement	The following conditions precedents shall be required to be complied by Company: <ol style="list-style-type: none"> 1. Certified true copy of the constitutional documents and authorizations of the Company 2. Certified true copy of Board resolutions/ approvals and other statutory compliances including certified true copy of the resolution passed by the Shareholders of the Company 3. Obtaining consent of Debenture Trustee to act as Debenture Trustee and submission of the Debenture Trustee Consent Letter 4. Rating Letters and Press Release from the rating agencies 5. Execution of this Placement Memorandum, Debenture Trustee Agreement 6. Receipt of the in-principle approval from BSE and/or NSE for listing of Debt Securities 7. Consent Letter of the Registrar 8. Any other documents required as per SEBI's Regulations and other applicable laws;
50	Conditions Subsequent to Disbursement	The following conditions precedents shall be required to be complied by Company as per time frame mentioned:



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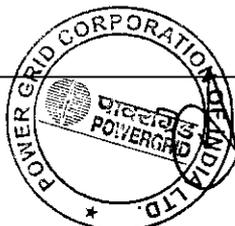
		<ol style="list-style-type: none"> 1. Filing a return of allotment of Bonds in Form PAS-3 with the Registrar of Companies within fifteen days of the Deemed Date of Allotment along with fee as provided in the Companies (Registration Offices and Fees) Rules, 2014; 2. Credit of DEMAT account(s) of the allottee(s) by number of Debentures allotted on the Deemed Date of Allotment within the timeframe allowed under SEBI Debt Regulations; 3. Making listing application to BSE and/or NSE within the timeframe allowed under SEBI Debt Regulations and obtaining listing permission within the timeframe allowed under SEBI Debt Regulations; 4. Execution of Debenture Trust Deed within time frame prescribed in the relevant regulations/ act/ rules etc. and submitting the same with stock exchange(s) (BSE and/or NSE) within timeframe allowed under SEBI Debt Regulations; 5. The Company shall, till the redemption of Debentures, submit its latest audited/ limited review half yearly consolidated (wherever available) and standalone financial information and auditor qualifications, if any, to the Trustee within the timelines as specified in SEBI LODR. Besides, the Issuer shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee and the Trustee shall be obliged to share the details so submitted with all 'Qualified Institutional Buyers' (QIBs) and other existing Bond/Debenture holder(s); 6. End use certificate to be provided; 7. The Company shall perform all mandatory activities as applicable.
51	Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>If one or more of the events specified herein (hereinafter called "the Event(s) of Default" happen(s), the Trustee may, in their discretion, and shall, upon request in writing of the holders of the Bonds of an amount representing not less than three-fourths in value of the nominal amount of the Bonds for the time being outstanding or by a Special Resolution duly passed at the meeting of the Bondholders convened in accordance with the provisions set out in the Debenture Trust Deed, by a notice in writing to the Company declare the principal of and all accrued interest on the Bonds to be due and payable forthwith:-</p> <ol style="list-style-type: none"> 1. Default is committed in payment of the principal amount of the Bonds on the due date(s) 2. Default is committed in payment of any interest on the Bonds on the due date(s); 3. Default is committed as per other factors mentioned in the Debenture Trust Deed



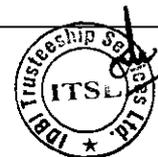
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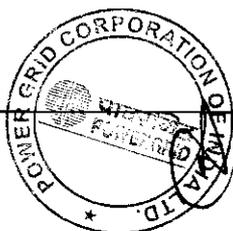
52	Creation of recovery expense fund	Created vide BG No. 2451NDLG00072921 dated 04 th February, 2021 amounting to Rs. 25,00,000/- issued by ICICI Bank in favor of NSE being the designated stock exchange.
53	Conditions for breach of covenants (as specified in Debenture Trust Deed)	Shall be mentioned in the Debenture Trust Deed which shall be executed within time frame prescribed under the Companies Act and/or SEBI regulations.
54	Provisions related to Cross Default Clause	Not Applicable
55	Role and Responsibilities of Debenture Trustee	<p>The Trustee shall protect the interest of the Debenture holders in the event of default by the Company about timely payment of interest and repayment of principal and shall take necessary action at the cost of the Company. No Debenture holder shall be entitled to proceed directly against the Company unless the Trustee, having become so bound to proceed, fail to do so.</p> <p>The Trustee shall carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI NCS Regulations, the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993, the Debenture Trust Agreement, the Debenture Trust Deed, Disclosure Document and all other related transaction documents, with due care, diligence and loyalty. The Trustee shall ensure disclosure of all material events on an ongoing basis.</p>
56	Risk factors pertaining to the issue	Mentioned at Chapter on "Management perception to Risks Factors" of the Placement Memorandum.
57	Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing Indian laws. Any dispute arising thereof will be subject to the jurisdiction of the court of Delhi.
58	TRA Account (TRA)	<p>The Company shall open a TRA Account (TRA), with State Bank of India or any other nationalized bank, into which the cashflows to be received from its Project SPV shall be pooled for servicing of its debt obligations.</p> <p>1. The inflows in the TRA shall be as follows:</p> <ol style="list-style-type: none"> Interest on debt advanced by the Company to Project SPV on or before due dates Repayment of debt advanced by the Company to Project SPV on or before due dates Any dividend or distribution by the Project SPV Any inflows on account of liquidation of Permitted Investment which were temporarily deployed from the TRA Additional amount payable by the Company to meet any shortfall in the TRA / DSA <p>2. The outflows in the TRA shall be in the following order:</p> <ol style="list-style-type: none"> Deployment in Permitted Investments for temporary deployment of surplus funds Transfer to DSA or any other account opened for servicing as per the terms of the facility / issuance Any surplus remaining in TRA after meeting the above obligation shall be transferred to the Company. <p>Provided that no outflow from the TRA shall be permitted under clause 2(c) above for the following:</p>



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		a) Occurrence of Event of Default which has not been cured to the satisfaction of the Debenture Trustee.
59	Debenture Service Account (DSA)	<p>The Company shall open a Debenture Service Account (DSA), with State Bank of India or any other nationalized bank, into which the cashflows to be received from TRA shall be deposited for servicing of its debt obligations.</p> <p>The inflows in the DSA shall be as follows:</p> <ol style="list-style-type: none"> Transfer from TRA, an amount equivalent to debt servicing Any inflows on account of liquidation of Permitted Investment which were temporarily deployed from the TRA Additional amount payable by the Company to meet any shortfall in the DSA <p>In event of any shortfall in the funds available in the DSA, PGCIL shall make good the shortfall.</p> <p>The outflows in the DSA shall be in the following order:</p> <ol style="list-style-type: none"> Deployment in Permitted Investments for temporary deployment of surplus funds Coupon Payment / Redemption Amount payable to debenture holders on due date Any surplus remaining in DSA after meeting the above obligation shall be transferred to the Company. <p>The DSA shall be used exclusively for the benefit of the Debenture Holders</p>
60	Permitted Investments	The Company can invest the surplus funds in the TRA and DSA account in liquid/overnight mutual fund debt schemes with a minimum rating of AAA/A1+ or an equivalent rating by any rating agency or fixed deposits with Escrow bank or scheduled commercial bank having senior debt rating of at least AAA by any rating agency
61	Mode of Issue	Private Placement through EBP Platform
62	EBP Platform	BSE
63	Manner of bidding	Closed Bidding
64	Manner of Allotment	Uniform Yield
65	Anchor Portion	Not Applicable
66	Total Anchor Portion	Not Applicable
67	Anchor Investor and amounts allocated to each Anchor Investor	Not Applicable
68	Working Day convention / Effect of Holidays	<p>'Working Day' shall be a day on which commercial banks are open for business in the city of Delhi. If the date of payment of interest/redemption of principal does not fall on a Working Day, the payment of interest/principal shall be made in accordance with as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613.</p> <p>If any of the Coupon Payment Date(s), other than the ones falling on the redemption date, falls on a day that is not a Working Day, the payment shall be made by the Issuer on the immediately succeeding Working Day, which becomes the</p>



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		<p>coupon payment date for that coupon. However, the future coupon payment date(s) would be as per the schedule originally stipulated at the time of issuing the Bonds. In other words, the subsequent coupon payment date(s) would not be changed merely because the payment date in respect of one particular coupon payment has been postponed earlier because of it having fallen on a non-Working Day.</p> <p>If the redemption date of the Bonds falls on a day that is not a Working Day, the redemption amount shall be paid by the Issuer on the immediately preceding Working Day which becomes the new redemption date, along with interest accrued on the Bonds.</p>
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Annexure I

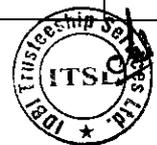
(Amount in Rs.)							
Cash Flows	Payment Due Date	Date of Payment	No. of days in Coupon Period	Coupon Payment	Principal Part Prepayment	Principal Outstanding	Total Amount paid
Coupon 1	Wednesday, 17 May, 2023	Wednesday, 17 May, 2023	47	973.48	-	1,00,000	973.48
Coupon 2 + Principal Part Prepayment 1	Thursday, 17 August, 2023	Thursday, 17 August, 2023	92	1,905.53	2,500	97,500	4,405.53
Coupon 3 + Principal Part Prepayment 2	Friday, 17 November, 2023	Friday, 17 November, 2023	92	1,857.90	2,500	95,000	4,357.90
Coupon 4 + Principal Part Prepayment 3	Saturday, 17 February, 2024	Saturday, 17 February, 2024	92	1,810.26	2,500	92,500	4,310.26
Coupon 5 + Principal Part Prepayment 4	Friday, 17 May, 2024	Friday, 17 May, 2024	90	1,719.59	2,500	90,000	4,219.59
Coupon 6 + Principal Part Prepayment 5	Saturday, 17 August, 2024	Saturday, 17 August, 2024	92	1,710.30	2,500	87,500	4,210.30
Coupon 7 + Principal Part Prepayment 6	Sunday, 17 November, 2024	Saturday, 16 November, 2024	92	1,662.79	2,500	85,000	4,162.79
Coupon 8 + Principal Part Prepayment 7	Monday, 17 February, 2025	Monday, 17 February, 2025	92	1,615.28	2,500	82,500	4,115.28
Coupon 9 + Principal Part Prepayment 8	Saturday, 17 May, 2025	Saturday, 17 May, 2025	89	1,520.80	2,500	80,000	4,020.80
Coupon 10 + Principal Part Prepayment 9	Sunday, 17 August, 2025	Saturday, 16 August, 2025	92	1,524.43	2,500	77,500	4,024.43
Coupon 11 + Principal Part Prepayment 10	Monday, 17 November, 2025	Monday, 17 November, 2025	92	1,476.79	2,500	75,000	3,976.79
Coupon 12 + Principal Part Prepayment 11	Tuesday, 17 February, 2026	Tuesday, 17 February, 2026	92	1,429.15	2,500	72,500	3,929.15
Coupon 13 + Principal Part Prepayment 12	Sunday, 17 May, 2026	Saturday, 16 May, 2026	89	1,336.46	2,500	70,000	3,836.46



Coupon 14 + Principal Part Prepayment 13	Monday, 17 August, 2026	Monday, 17 August, 2026	92	1,333.87	2,500	67,500	3,833.87
Coupon 15 + Principal Part Prepayment 14	Tuesday, 17 November, 2026	Tuesday, 17 November, 2026	92	1,286.24	2,500	65,000	3,786.24
Coupon 16 + Principal Part Prepayment 15	Wednesday, 17 February, 2027	Wednesday, 17 February, 2027	92	1,238.60	2,500	62,500	3,738.60
Coupon 17 + Principal Part Prepayment 16	Monday, 17 May, 2027	Monday, 17 May, 2027	89	1,152.12	2,500	60,000	3,652.12
Coupon 18 + Principal Part Prepayment 17	Tuesday, 17 August, 2027	Tuesday, 17 August, 2027	92	1,143.32	2,500	57,500	3,643.32
Coupon 19 + Principal Part Prepayment 18	Wednesday, 17 November, 2027	Wednesday, 17 November, 2027	92	1,095.68	2,500	55,000	3,595.68
Coupon 20 + Principal Part Prepayment 19	Thursday, 17 February, 2028	Thursday, 17 February, 2028	92	1,048.04	2,500	52,500	3,548.04
Coupon 21 + Principal Part Prepayment 20	Wednesday, 17 May, 2028	Wednesday, 17 May, 2028	90	975.98	2,500	50,000	3,475.98
Coupon 22 + Principal Part Prepayment 21	Thursday, 17 August, 2028	Thursday, 17 August, 2028	92	950.16	2,500	47,500	3,450.16
Coupon 23 + Principal Part Prepayment 22	Friday, 17 November, 2028	Friday, 17 November, 2028	92	902.66	2,500	45,000	3,402.66
Coupon 24 + Principal Part Prepayment 23	Saturday, 17 February, 2029	Saturday, 17 February, 2029	92	855.15	2,500	42,500	3,355.15
Coupon 25 + Principal Part Prepayment 24	Thursday, 17 May, 2029	Thursday, 17 May, 2029	89	783.44	2,500	40,000	3,283.44
Coupon 26 + Principal Part Prepayment 25	Friday, 17 August, 2029	Friday, 17 August, 2029	92	762.21	2,500	37,500	3,262.21
Coupon 27 + Principal Part Prepayment 26	Saturday, 17 November, 2029	Saturday, 17 November, 2029	92	714.58	2,500	35,000	3,214.58
Coupon 28 + Principal Part Prepayment 27	Sunday, 17 February, 2030	Saturday, 16 February, 2030	92	666.94	2,500	32,500	3,166.94
Coupon 29 + Principal Part Prepayment 28	Friday, 17 May, 2030	Friday, 17 May, 2030	89	599.10	2,500	30,000	3,099.10
Coupon 30 + Principal Part Prepayment 29	Saturday, 17 August, 2030	Saturday, 17 August, 2030	92	571.66	2,500	27,500	3,071.66
Coupon 31 + Principal Part Prepayment 30	Sunday, 17 November, 2030	Saturday, 16 November, 2030	92	524.02	2,500	25,000	3,024.02
Coupon 32 + Principal Part Prepayment 31	Monday, 17 February, 2031	Monday, 17 February, 2031	92	476.38	2,500	22,500	2,976.38
Coupon 33 + Principal Part Prepayment 32	Saturday, 17 May, 2031	Saturday, 17 May, 2031	89	414.76	2,500	20,000	2,914.76



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Coupon 34 + Principal Part Prepayment 33	Sunday, 17 August, 2031	Saturday, 16 August, 2031	92	381.11	2,500	17,500	2,881.11
Coupon 35 + Principal Part Prepayment 34	Monday, 17 November, 2031	Monday, 17 November, 2031	92	333.47	2,500	15,000	2,833.47
Coupon 36 + Principal Part Prepayment 35	Tuesday, 17 February, 2032	Tuesday, 17 February, 2032	92	285.83	2,500	12,500	2,785.83
Coupon 37 + Principal Part Prepayment 36	Monday, 17 May, 2032	Monday, 17 May, 2032	90	232.38	2,500	10,000	2,732.38
Coupon 38 + Principal Part Prepayment 37	Tuesday, 17 August, 2032	Tuesday, 17 August, 2032	92	190.03	2,500	7,500	2,690.03
Coupon 39 + Principal Part Prepayment 38	Wednesday, 17 November, 2032	Wednesday, 17 November, 2032	92	142.52	2,500	5,000	2,642.52
Coupon 40 + Principal Part Prepayment 39	Thursday, 17 February, 2033	Thursday, 17 February, 2033	92	95.02	2,500	2,500	2,595.02
Coupon 41 + Principal Part Prepayment 40	Wednesday, 31 March, 2033	Wednesday, 31 March, 2033	42	21.75	2,500	-	2,521.75

The Coupon/Redemption amounts shall be computed as per Working Day Convention as per the SEBI Operational Circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/P/CIR/2021/613.

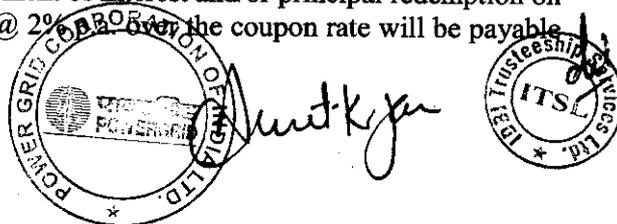
1. INTEREST

RATE AND MANNER OF PAYMENT

- i. The Company shall pay interest quarterly on the principal amount of 7.56% Un-Secured, Non-Convertible, Non-Cumulative, Taxable, Redeemable, Powergrid Bonds-LXXII Issue 2022-23 (Bond 72nd Issue) outstanding from time to time, commencing from the date of allotment (subject to deduction of Income-tax, at source (where applicable), at the rates prescribed under the Income-tax Act from time to time) as under:-

Allotted following Unsecured, Non-Convertible, Non-Cumulative, Taxable, Redeemable bonds in the nature of debentures on private placement basis	Date of Allotment	No. of Bonds Allotted	Face Value of Bonds (Rs In Lakh)	Aggregate Nominal Value of Bonds Allotted (Rs in Crore)	Rate of Interest (%) P.A.	ISIN No
POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72 nd Issue)	31 st March 2023	42,500	1.00	425.00	7.56%	INE752E08692

- ii. The Bondholder(s) desirous of claiming exemption from deduction of Tax at source on interest due need to furnish a Certificate issued by the I.T.O. Under Section 197 of the Income Tax Act, 1961, at least 30 (Thirty) days before the interest payment becomes due.
- iii. Default in Payment: In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of at least @ 2% ^{above} the coupon rate will be payable by the Company for defaulting period.



- iv. In case of delay in listing of the debt securities beyond the timelines mentioned in the SEBI Operational Circular, the Issuer shall pay penal interest in accordance with SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI circulars, as amended from time to time.

2. REDEMPTION

The Company shall redeem the POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72nd Issue): -

Bond Issue Series	Date of Allotment	Aggregate Nominal Value of Bonds Allotted (Rs in Crore)
POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72 nd Issue)	31 st March 2023	425.00
Total		425.00

POWERGRID Bonds-LXXII Issue 2022-23: Consists of 42,500 Bonds of Rs 1 lakh each redeemable at par at end of 10 years from Deemed Date of Allotment. The aggregate nominal value of POWERGRID Bonds-LXXII Issue 2022-23 is Rs. 425 Crore in terms of Placement Memorandum issued/circulated to a selective and prospective subscriber(s) through the appointed Merchant Bankers/Arrangers for subscribing to the same.

3. REPURCHASE AND RE-ISSUE OF BONDS

The Company shall have a right to repurchase from the market some or all of the Bonds at any time prior to the Date(s) of Redemption at the market price then prevailing and to cancel or reissue them at its discretion from time to time in accordance with the provisions of section 68 and other applicable provisions of the Act. Upon such reissue, the persons entitled to the Bonds shall have and shall be deemed always to have had the same rights and priorities as if the Bonds had never been redeemed.

4. PAYMENTS

Payment of the principal and interest will be made to the registered Bondholder(s) / Beneficial Owner(s) only and in case of joint-holders to the one whose name stands first in the register of Bondholder(s)/ of Beneficial Owner(s).

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.

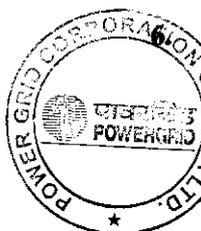
5. FUTURE BORROWINGS

The Issuer shall be entitled to borrow/ raise loans or avail of financial assistance in whatever form as also issue debentures or other securities in any manner with ranking as senior or on pari passu basis or otherwise and to change its capital structure, including issue of shares of any class or redemption or reduction of any class of paid up capital, on such terms and conditions as the Issuer may think appropriate, without the consent of, or intimation to, the Debentureholder(s) or the Trustee in this connection for the purposes of such borrowings subject to the following condition being met:-

- No default is subsisting and continuing under the transaction documents,
- No violation of SEBI Regulations and circulars issued from time to time

TRANSFER OF BONDS

The Bonds shall be transferable and transmittable in the same manner and to the same extent and in accordance with the applicable provisions of the Companies Act, 2013 and the relevant



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guidelines issued by the Government of India from time to time. The provisions relating to transfer and transmission in respect of the shares as provided in the Articles of Association of the Company shall apply mutatis mutandis to the Bonds.

7. BOND FREE FROM EQUITIES

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

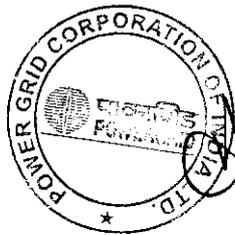
8. BOND NOT ENTITLED TO SHAREHOLDERS' RIGHTS

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 of or to attend and vote at General Meetings of the Company.

If, however, any resolution affecting the rights attached to the Bonds is placed before the Shareholders, such resolution will first be placed before the Bondholders for their consideration.

9. VARIATION OF BOND HOLDERS' RIGHTS

The rights and privileges of the Bond Holder(s)/Beneficial Owner(s) and conditions attached to the Bonds may be varied, modified or abrogated with the consent in writing of the holders at least three-fourths of the amount outstanding on the Bonds or with the sanction of special resolution passed at a meeting of the Bond Holder(s)/Beneficial Owner(s). Provided that nothing in such consent or resolution that is not acceptable to the Company shall be operative against the Company.



THE SECOND SCHEDULE ABOVE REFERRED TO

(Being the Form of Bond Certificate)

PART - "A"

POWERGRID CORPORATION OF INDIA LIMITED

REGISTERED OFFICE: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110016

Issue of Unsecured, Non-Convertible, Non-Cumulative, Taxable, Redeemable Bonds being POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72nd Issue) in the nature of debentures, Consists of 42,500 Bonds of Rs 1 lakh each redeemable at par at the end of 10 years from Deemed Date of Allotment. The aggregate nominal value of POWERGRID Bonds-LXXII Issue 2022-23 is Rs. 425 Crore.

Allotted following Unsecured, Non-Convertible, Non-Cumulative, Taxable, Redeemable bonds in the nature of debentures on private placement basis	Date of Allotment	No. of Bonds Allotted	Face Value of Bonds (Rs In Lakh)	Aggregate Nominal Value of Bonds Allotted (Rs in Crore)	Rate of Interest (% P.A.)	ISIN No
POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72 nd Issue)	31 st March 2023	42,500	1.00	425.00	7.56%	INE752E08692

The above issues are made under the authority of the Memorandum and Articles of Association of the Company and Resolution(s) passed by the Committee of Directors of Company:

The Company has pursuant to –

- 1.2 the authority granted by its Board of Directors through the resolutions passed in its 393rd meetings held on 17th June, 2021 .
- 1.3 the approval of its shareholders in terms of the resolution passed under Section 180(1)(c) of the Companies Act 2013, dated 19th September, 2017.
- 1.4 the approval of the shareholders in terms of resolution passed under section 179, 42 and 71 of Companies Act, 2013 read with rule 14(2) of Companies (Prospectus and Allotment of Securities) Rules, 2014 as amended from time to time and other applicable provisions of the Companies Act, 2013 and rules made thereunder, dated 24th September, 2020.
- 1.5 provisions of the Companies Act 2013 (to the extent in force) and the rules thereunder, and Companies Act 1956 (to the extent not repealed) and the rules thereunder, each, as amended, ("Companies Act").
- 1.6 Resolution of its Committee of Directors in its 220th meeting held on March 24, 2023 in respect of 7.56% UN-SECURED, NON-CONVERTIBLE, NON-CUMULATIVE, REDEEMABLE, TAXABLE POWERGRID BONDS-LXXII Issue 2022-23 (BOND 72nd ISSUE) in pursuance of Resolutions of its Board of Directors passed at its 393rd meeting held on 17th June, 2021.

The Bonds are issued in terms of Bond Trust Deed dated 29th day of March 2023 (hereinafter referred to as "the Trust Deed") entered into between the Company and IDBI Trusteeship Services Limited (ITSL) (hereinafter referred to as "the Trustee") (which expression includes the Trustee or Trustee for the time being under the Trust Deed).

The Trustee will act as Trustee for the holders for the time being of the Bonds (hereinafter referred to as "the Bondholders") in accordance with the provisions of the Trust Deed whereby all remedies for the



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recovery of the principal monies and interest are vested in the Trustee on behalf of the Bondholders. The Bond holders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Trust Deed.

7.56% Un-Secured, Non-Convertible, Non-Cumulative, Redeemable, Taxable POWERGRID Bonds-LXXII Issue 2022-23 (Bond 72nd Issue) with face value of Rs.1 Lakhs (Rupees one Lakh) each, Amount paid-up per Bond Rs.1 Lakh (Rupees One Lakh) each

This is to certify that the person(s) named below or the last Transferee(s) whose name(s) is/are duly recorded in the Memorandum of Transfers on the reverse here of is/are the Holder(s) of the within mentioned Bond(s) subject to the Memorandum and Articles of Association of the Company.

Reg. Folio No.	
Certificate No.	
Name (s) of the Holders	
No. of Bond(s)	
Distinctive No. (s)	

The Bonds are issued subject to and with the benefit of the Financial Covenants and Conditions endorsed here on which shall be binding on the Company and the Bondholders and all persons claiming by, through or under any of them and shall ensure for the benefit of the Trustee and all persons claiming by, through or under them. The Company hereby agrees and undertakes to duly and punctually pay, observe and perform the Financial Covenants and Conditions endorsed hereon.

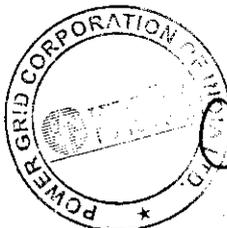
Secretary/Authorized Signatory

FINANCIAL COVENANTS AND CONDITIONS (COPY FROM FIRST SCHEDULE AS APPLICABLE).

MEMORANDUM OF TRANSFER OF THE WITHINMENTIONED BOND/S

Date	Transfer No.	Registered Folio No.	Name of Transferee(S)	Initials	Authorised Signatory
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NOTE: No Transfer of Bonds comprised in this certificate or any portion thereof can be registered unless accompanied by this Certificate.



THE THIRD SCHEDULE ABOVE REFERRED TO;

PROVISIONS FOR THE MEETINGS OF THE BONDHOLDERS

The following provisions shall apply to the meeting of the Bondholders:-

1. The Trustee or the Company may, at any time, and the Trustee shall at the request in writing of the holder(s) of Bonds representing not less than one-tenth in value of the nominal amount of the Bonds for the time being outstanding, convene a meeting of the holders of the Bonds. Any such meeting shall be held at such place in the City where the Registered Office of the Company is situated or at such other place as the Trustee shall determine.
2.
 - i) A meeting of the Bondholders 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 holders of Bonds representing not less than 95% 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) every Bondholder in the manner provided in the Trust Deed;
 - b) the persons entitled to a Bond in consequence of death or insolvency of a Bondholder, by sending it through post in 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 to until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and
 - c) the Auditor or Auditors for the time being of the Company in the manner authorised by Section 53 of the Act in the case of any members of the Company 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 Company under Sub-Section (3) of Section 53, the statement of material facts referred to in Section 173 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 Bondholders.
4. The accidental omission to give notice to, or the non-receipt of notice by, any Bondholder 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 Company.

Provided that where any item of business as aforesaid to be transacted at a meeting of the Bondholders 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 twenty percent of the paid up share capital of that other company.



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- 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. i) Five Bondholders personally present shall be the quorum for the meeting of the Bondholders and provisions of following sub-clause (ii) apply with respect thereto.
- ii) If, within half an hour from the time appointed for holding a meeting of the Bondholders, a quorum is not present, the meeting, if called upon the requisition of the Bondholders 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 Bondholders present shall be a quorum.
7. i) The nominee of the Trustee shall be the Chairman of the meeting and in his absence the Bondholders 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 Company and their respective Solicitors 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 at least five Bondholders or by a holder(s) of Bonds representing not less than one-tenth of the nominal amount of the Bonds for the time being outstanding, is less, 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 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 and in respect of which he is entitled to vote.

13. Any Bondholder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Bondholder or not) as his proxy to attend and vote instead of himself.



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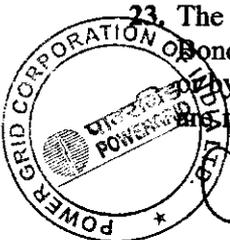


- ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that a Bondholder entitled to attend and vote is entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be a Bondholder.
- iii) The instrument appointing 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 Company 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:-
- i) be in writing; and
 - ii) 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 of the forms set out at the foot of Annexure "D" to The Companies (Central Government's) General Rules and Forms, 2013, 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 entitled to vote at a meeting of the Bondholders of the Company on any resolution to be moved there at 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 Company, provided not less than three days' notice in writing of the intention so to inspect is given to the Company.
- 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 company 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 Bondholders a Bondholder 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:
- i) When a poll is to be taken, the Chairman of 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 Company) present at the meeting, provided such a Bondholder is available and willing to be appointed.



15. i) Subject to the provisions of the said 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.
16. In the case of joint Bondholders, 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 holders.
17. The Chairman of a meeting of the Bondholders may, with the consent of the bondholders, 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.
18. 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 or votes to which he may be entitled to as a Bondholder.
19. 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.
20. 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.
21. A meeting of the Bondholders shall, inter alia, have the following powers exercisable in the manner hereinafter specified in Clause 24 hereof:-
- i) Power to sanction any compromise or arrangement proposed to be made between the Company and the Bondholders.
- ii) Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of assets under any power in the Company's Memorandum of Association or otherwise under the Act or provisions of any law.
- iii) Power to assent to any modification of the provisions contained in the Trust Deed and to authorise the Trustee to concur in and execute any Supplemental Deed embodying any such modification.
- iv) Power to remove the existing Trustee and to appoint new Trustee.
- v) 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.
22. The powers set out in Clause 23 hereof shall be exercisable by a Special Resolution passed at a meeting of the Bondholders 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".

23. The quorum for any meeting convened for the purpose of passing a Special Resolution shall be Bondholders holding 10% of the nominal amount of the Bonds then outstanding, present in person or by proxy, but so that if within one hour from the time appointed for the meeting, such Bondholders are not present so as to form a quorum, the meeting shall stand adjourned for 7 days, and shall



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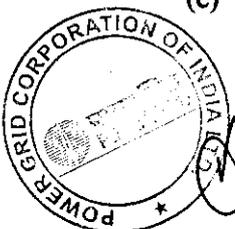


accordingly be held on the corresponding day of the week, and at the same time and place as that originally fixed by the notice convening the meeting or to such other day and at such other time and place as the Trustee may determine; and if at such adjourned meeting a quorum as above defined is not present, then those Bondholders who are present shall be a quorum and may transact the business for which the meeting was originally convened and a resolution passed thereat by a majority consisting of not less than three-fourth of the persons voting thereat upon a show of hands, or, if a poll is thereat.

24. A Resolution, passed at a general meeting of the Bondholder duly convened and held in accordance with these presents shall, be binding upon all the Bondholders whether present or not, at such meeting and each of the Bondholders 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 Company and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such Resolutions were passed or proceeding 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 Bondholders to exercise the rights, powers and authorities of the Bondholders under the said Trust Deed by a letter or letters signed by or on behalf of the Bondholders without convening a meeting of the Bondholders as if such letter or letters constituted a resolution or a meeting duly convened and held as aforesaid and shall have effect accordingly.

27. SEBI Defaults (Procedure) Circular

- (a) If any meeting of the Bond Holders is proposed to be conducted in respect of any matter prescribed in the SEBI Defaults (Procedure) Circular, the provisions of this paragraph 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 Bond Holders) shall apply in respect of any meeting that is conducted under this paragraph.
- (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 Bond Holders taken at any meeting convened in accordance with this paragraph, 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, in accordance with the SEBI Defaults (Procedure) Circular, all decisions shall require the consent of 75% (seventy five percent) of the Bond Holders (by value) and 60% (sixty percent) of the Bond Holders (by number).

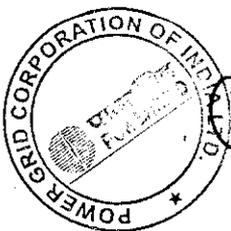


THE FOURTH SCHEDULE ABOVE REFERRED TO;

PRE-AUTHORISATION AND CONSENT LETTER

**PART A
PRE-AUTHORISATION LETTER**

[Request company to please insert the same.]



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पावरग्रिड
POWERGRID

पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Ref. No. POWERGRID/CC/Bond-LXXII/2022-23/03

Date - 23rd March, 2023

To,
State Bank of India
Corporate Accounts Group Branch,
5th floor, Parsvnath Capital Tower,
Bhai Veer Singh Marg, Gole Market,
New Delhi - 110003

Dear Sir,

Sub: SEBI Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper SEBI/HO/DDHS/P/CIR/2021/613dt 10th August, 2021

Our Company is proposing to issue Unsecured, Listed, Redeemable, Non-Convertible Debentures and has opened a bank account (as mentioned below) with your bank for the purpose of making payment of interest and / or redemption of principal to the debenture holders under the respective Debenture Trust Deed on due dates.

Sr. No.	Particular	Details
1.	Name of the Bank	State Bank of India
2.	Account No.	41777171433
3.	Account Type	Current Account
4.	Branch address, including the email address and phone no.	Corporate Account Group, 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110 011

SEBI vide its Circular SEBI Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper SEBI/HO/DDHS/P/CIR/2021/613dt 10th August, 2021, under Chapter XI, has mandated to debenture issuer Company to provide the Bank details (from which the Company proposes to pay the redemption amount) and preauthorise Debenture Trustee(s) to seek debt redemption payment related information from the Issuer's bank, to the Debenture Trustee. IDBI Trusteeship Services Limited (ITSL) is a SEBI registered Debenture Trustee Company. We have appointed ITSL as Debenture Trustee under the Debenture Trust Deed for the benefit of the debenture holders. The said Circular is attached for your kind reference.

In this connection and pursuant to the above, we hereby preauthorise ITSL to seek the interest and / or principal redemption payment related information from our above referred bank account, directly from your Bank, as may be required by ITSL in capacity as Debenture Trustee. We hereby request you to kindly provide the interest and / or principal redemption payment related information to ITSL, as may be required by them.

Thanking you.

For Power Grid Corporation of India Limited


Amit Kumar Jha
General Manager (Fin)



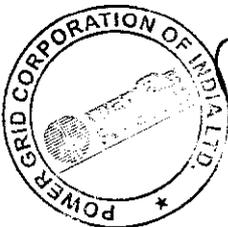
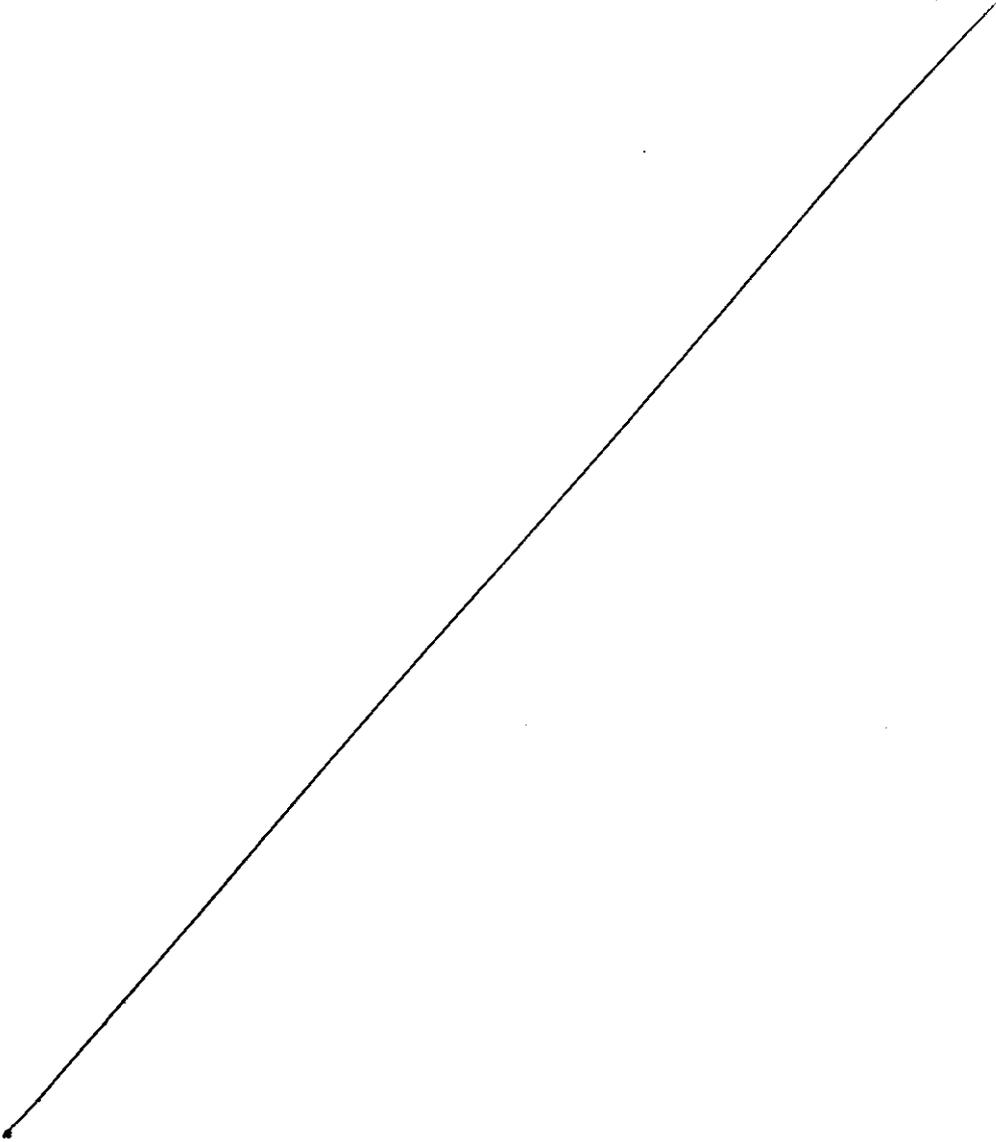
Acknowledged by: -
State Bank of India

Cc:- IDBI Trusteeship Services Ltd., Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai - 400001

केन्द्रीय कार्यालय : "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुरुग्राम-122001, (हरियाणा), दूरभाष : 0124-2571700-719
Corporate Office : "Saudamini", Plot No. 2, Sector-29, Gurugram-122001, (Haryana) Tel. : 0124-2571700-719

पंजीकृत कार्यालय : बी-9, कुतुब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 011-26560112, 26564812, 26564812, 26564892, सीआईएन : L40101DL1989GOI038121
Registered Office : B-9, Qutab Institution Area, Katwaria Sarai, New Delhi-110016. Tel.: 011-26560112, 26564812, 26564812, 26564892, CIN : L40101DL1989GOI038121
Website : www.powergridindia.com

PART B
CONSENT LETTER FROM ACCOUNT BANK
[Request company to please insert the same.]



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भारतीय स्टेट बैंक
STATE BANK OF INDIA

Date - 24.03.2023

To,

Powergrid Corporation of India Limited
"Saudamini", Plot No.2, Sector 29,
Gurgaon (Haryana) - 122001

Dear Sir/ Madam,

Sub: Private Placement of unsecured, rated, redeemable, taxable, non-convertible debentures of face value of Rs. 1 Lakh each ("Debentures" / "Bonds") with a base issue size of Rs. 100 crore and an option to retain oversubscription upto Rs. 500 crore aggregating to a total issue size Rs. 600 crore ("Issue") by Powergrid Corporation of India Limited ("POWERGRID"/ "the Issuer").

1. We, the undersigned, do hereby consent to act as the "Account Bank" and to our name being inserted as the Account Bank in the Placement Memorandum (draft or otherwise) to be filed with the stock exchanges where the Bonds are proposed to be listed ("Stock Exchange").
2. We also confirm that we have not been prohibited by any regulatory authority to act as an intermediary including, without limitation, in capital market issues, nor we have been debarred from functioning by any regulatory authority.

Sincerely,

Jaman Singh Rawat
Assistant General Manager & RM-3
State Bank of India
CAG, New Delhi
011-23475503



✉ os.cagdel@sbli.co.in
agmb.cagdel@sbli.co.in
aa.cagdel@sbli.co.in
sbl.17313@sbli.co.in

कॉर्पोरेट लेखा समूह शाखा
(शाखा कोड सं. 17313)
बीएच एच फौजवां रोड, पारवनेथ कैपिटल टॉवर
धल वीर सिंह मार्ग, गोला बाजार, नई दिल्ली-110001

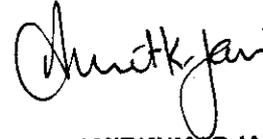
Corporate Accounts Group Branch
(Branch Code No. 17313)
4th & 5th Floor, Parvaneh Capital Tower
Bhal Veer Singh Marg, Gola Market, New Delhi-110001

☎ : 011-23475510 (GM) 23475550 (DGM & COO) 23475501 (IB) 23475561 (CS) 23475591 (A&A) 23475512 (AMT-1) 011-23475511 (AMT-2)
23475513 (AMT-3) 23475516 (AMT-4) 23475515 (AMT-5) ☎ 011-23475539 (GM) 23475580 (CS) 23475585 (A&A)

SIGNED AND DELIVERED by the within named
**POWER GRID CORPORATION OF INDIA
LIMITED**, the Company by the hand of **SHRI AMIT
KUMAR JAIN**

its authorized signatory in the presence of:

1. *Shri (Sunit Jaina)*
2. *Yogesh (Yogesh Jayorija)*



AMIT KUMAR JAIN
General Manager (Finance)

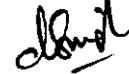
पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd
(भारत सरकार का उद्यम) / (A Govt. of India Enterprise)
प्लॉट नं०-2, सेक्टर-29, गुडगांव-122 001 (हरियाणा)
Plot No. 2, Sector 29, Gurgaon, Haryana

SIGNED AND DELIVERED by the within named
IDBI TRUSTEEHIP SERVICES LIMITED, in its
capacity as Debenture Trustee by the hand of **SHRI
DALJIT SINGH**

its authorized signatory in the presence of:

1. *Tapinder Kaur. Tapinderkaur*
2. *SWEET KUMAR SINGH*
SKS

For IDBI TRUSTEEHIP SERVICES LTD.



AUTHORISED SIGNATORY