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Government of National Capital Territory of Delhi

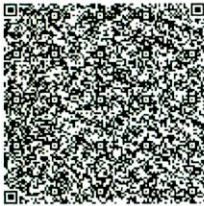
₹600

e-Stamp

Certificate No. : IN-DL97607944214240V
 Certificate Issued Date : 28-Apr-2023 01:32 PM
 Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
 Unique Doc. Reference : SUBIN-DL DL-SELF66056113398406V
 Purchased by : REC LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : BOND TRUST DEED
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : REC LIMITED
 Second Party : BEACON TRUSTEESHIP LIMITED
 Stamp Duty Paid By : REC LIMITED
 Stamp Duty Amount(Rs.) : 600
 (Six Hundred only)

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₹600



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

IN-DL97607944214240V

Please write or type below this line

This stamp paper forms an integral part of Bond
 Trust Deed between REC Ltd and Beacon Trusteeship
 Ltd dated 28-04-2023.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BOND TRUST DEED

BETWEEN

REC LIMITED

(Formerly Known as Rural Electrification Corporation Ltd.)

AND

BEACON TRUSTEESHIP LIMITED

ZBA

ADVOCATES & SOLICITORS

BOND TRUST DEED

THIS BOND TRUST DEED ("Bond Trust Deed") is made at Delhi on this 28th day of April 2023, by:

1. **REC LIMITED (Formerly Known as Rural Electrification Corporation Ltd.)**, a company registered under the provisions of the Companies Act, 1956 (1 of 1956) with corporate identity number L40101DL1969GOI005095, and a government company within the meaning of sub-section 45 of section 2 of the Companies Act, 2013, having its registered office at Core – 4, SCOPE Complex, 7, Lodi Road, New Delhi - 110003, India and corporate office at REC Limited, Sector 29, Gurugram, Haryana - 122009 ("**REC**" or "**Issuer**" which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assignees) through its authorized signatories, to represent and act on behalf of the Issuer, to execute this Bond Trust Deed of the **ONE PART**;



AND

2. **BEACON TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act, 2013 with corporate identity number U74999MH2015PLC271288 having its registered office and corporate office at 4C & D Siddhivinayak Chambers, Gandhi Nagar, Bandra East, Mumbai - 400051, having a branch office at 1E/18, Office No.1, Third Floor, Near Royal Enfield Shop, Jhandewalan Extension, New Delhi – 110055 acting in its capacity as bond trustee for the benefit of the Bondholders (as defined hereunder) ("**Bond Trustee**", which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assignees) through its authorized signatory who is duly authorized to act in this regard of the **OTHER PART**.

The Issuer and the Bond Trustee are collectively referred to as "**Parties**" and individually referred to as a "**Party**".

WHEREAS

- (A) The Issuer is engaged in the business of financing power generation, transmission and distribution all over the country and development of the infrastructure in the power sector.
- (B) As on March 31, 2023 the authorized, issued, subscribed and paid-up capital of the Issuer is as follows:
- | | | |
|--|---|-----------------|
| Authorised share capital | : | 50,00,00,00,000 |
| Issued, subscribed and paid-up capital | : | 19,74,91,80,000 |
- (C) The Issuer has been making substantial contribution to the development of infrastructure in the power sector with special emphasis on the electrification of the rural sector. To sustain this effort and as a part of its fund mobilizing program to augment long term Rupee resources, the Issuer has issued perpetual, subordinated, listed, unsecured, taxable, rated, non-convertible bonds in the nature of debentures which shall be considered for calculation of Tier I and/or Tier II capital (within the limits as prescribed by the RBI) of face value of Rs. 1,00,00,000 (One Crore) each ("**Series 222 Bonds**" or "**Bonds**"), having a base issue size of Rs. 500 Crores (Rupees Five Hundred Crores) for cash at par with an option to retain oversubscription by way of green shoe option of Rs. 1500 Crore (Rupees One Thousand Five Hundred Crores), aggregating to Rs. 2000 Crore (Rupees Two Thousand Crores), issued in dematerialized form on private placement basis, in terms of Private Placement Offer Letter ("**Series 222 Issue**" or "**Series**" or "**Issue**"). The Series 222 Issue is issued in terms of Private Placement Offer Letter dated 27 April 2023 ("**Private Placement Offer Letter**").
- (D) The proceeds of the Bonds (defined below) shall be used To augment long-term resources of the Issuer and for inclusion of the Bonds as part of the Tier I and/or Tier II capital of the Issuer in terms of the NBFC Directions. The funds raised through the Issue after meeting issue related expense, will be used for various financing activities, to

 Issuer	 Bond Trustee
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repay the existing borrowing and for the Issuer's business operations including our capital expenditure and working capital requirement.

(E) The Issuer, pursuant to:

- (i) the authority granted by the Board resolution dated March 9, 2023 and the delegation provided thereunder;
- (ii) the Special Resolution passed by the shareholders on September 16, 2022;

issued the Bonds in the nature of debentures to the identified investors as set out in the First Schedule of Part A on the terms and conditions contained in the Private Placement Offer Letter.

(F) The terms of the Issue is in compliance with the Memorandum and Articles of the Issuer, the Companies Act 2013 (as amended from time to time) ("**Companies Act**"), the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended ("**PAS Rules**"), the Companies (Share Capital and Debentures) Rules, 2014, as amended ("**SCD Rules**"), the Securities and Exchange Board of India Act, 1992, as amended ("**SEBI Act**"), and Securities Contracts (Regulation) Act, 1956, as amended, Reserve Bank of India Act, 1934, as amended ("**RBI Act**"), and applicable rules and regulations made thereunder and other provisions of Applicable Law, as amended from time to time.

(G) One of the terms for the issue of Bonds is that the Bondholders shall be protected by execution of a trust deed between the Issuer and the Bond Trustee. Therefore, this Bond Trust Deed is being created in favour of the Bond Trustee to secure the aforesaid obligations of the Issuer in respect of the Bonds, to protect the interest and for the benefit of the Bondholders.

(H) The Bond Trustee has, at the request of the Issuer agreed to act as trustee under these presents for the benefit of the Bondholders in accordance with the consent letter number CL/MUM/OPR/22-23/30877 dated March 29, 2023 ("**Consent Letter**").

(I) The Issuer and the Bond Trustee agree that the Bonds shall deem to be constituted and issued under this Bond Trust Deed.

NOW THIS BOND TRUST DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED AMONGST THE PARTIES HERETO AS UNDER:

PART A OF THE BOND TRUST DEED

GENERAL AND STATUTORY TERMS

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions




In this Bond Trust Deed, unless there is anything in the subject or context inconsistent therewith, the expressions listed below shall have the following meanings:

"**Allotment**" shall mean, the issue and allotment of the Bonds to the successful Applicants under the Issue;

"**Applicable Law**" shall mean all statutes, enactments, acts of legislature or parliament, laws, by-laws, rules, regulations, notifications, circulars, orders, ordinances, codes, guidelines, policies, notices, directions and judgments or other requirements of any Government Authority in any relevant jurisdiction, as applicable to the Party concerned;

"**Articles**" shall mean articles of association of the Issuer;

"**Beneficial Owner(s)**" shall mean, the persons who are for the time being the beneficiaries of the Bonds pursuant to the list of the Beneficial Owner(s) maintained by the Depositories, namely National Securities Depository Ltd. and Central Depository

 Issued by GURUGRAM REC LIMITED		 Bond Trustee
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Services (India) Ltd., in dematerialised form and being furnished to the Issuer as at the Record Date;

“**Board**” or “**Board or Directors**” shall mean the board of directors of the Issuer or a Committee thereof;

“**Bond(s)**” shall mean perpetual, subordinated, listed, unsecured, taxable, rated, non-convertible bonds in the nature of debentures which shall be considered for calculation of Tier I and/or Tier II capital (within the limits as prescribed by the RBI), having face value of Rs. 1,00,00,000 (One Crore) offered under Series 222 Bonds through private placement route under the terms of Private Placement Offer Letter;

“**Bondholders**” shall mean, the eligible investors, who have been issued and allotted the Bonds in accordance with the terms and conditions of the Private Placement Offer Letter, and on transfer of the Bonds, shall include the Persons whose names are entered/shall be entered in the Register of Bondholders of the Issuer and shall include Beneficial Owners;

“**Bond Trustee Agreement**” shall mean the agreement signed between the Bond Trustee and the Issuer, in accordance with which Beacon Trusteeship Company Limited has agreed to act as the trustee to the Bondholders;

“**Business Day**” shall mean a day on which the commercial banks are open for business operations in Mumbai;

“**Call Option**” shall have the meaning as set out in Clause 3.2 of Schedule 1 of Part B (*Financial Covenants and Conditions*);

“**Call Option Date**” shall mean the date falling on the 10th (Tenth) anniversary of the Deemed Date of Allotment or any annual anniversary date thereafter, subject to receipt of the prior approval of the Reserve Bank of India;

“**Call Option Price**” shall mean the aggregate of the Maturity Amount of the Bonds plus accrued Interest, if any, for the period commencing from the immediately preceding Coupon Payment Date up to but excluding the date of payment of the Bonds, being the Call Option Date;

“**Consent Letter**” shall have the meaning as set out in Recital H;

“**Coupon Payment Date**” shall mean, the date as mentioned in the Private Placement Offer Letter;

“**CRAR**” shall mean the capital to risk assets ratio;




“**Deemed Date of Allotment**” shall mean, the date on which the duly authorized committee approves the Allotment;

“**Depository(ies)**” shall mean the National Securities Depository Limited (“**NSDL**”), Central Depository Services (India) Ltd. (“**CDSL**”) or, as the case may be, such other depository registered with the Securities and Exchange Board of India, with whom the Issuer has entered into an agreement for keeping and dealing the Bonds, in dematerialized form;

“**Event of Default**” shall have the meaning specified in Clause 10 of Part A of this Bond Trust Deed;

“**Financial Covenants and Conditions**” shall mean, the covenants and conditions on the part of the Issuer, to be observed and performed as set out in Schedule 1 of Part B of this Bond Trust Deed as may be modified from time to time in accordance with these presents;

“**Government Authority**” shall mean any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, the government of India;

  GURUGRAM ISSUER	 Bond Trustee
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“**ISIN**” shall mean an International Securities Identification Number;

“**I.T. Act**” shall mean the Income Tax Act, 1961, as amended;

“**Intercreditor Agreement**” shall mean the intercreditor agreement to be executed between lenders and other providers of financial indebtedness to the Issuer following a Payment Default;

“**Interest**” shall mean, the interest payable on the Bonds as specified in Section 1 of Part B;

“**ISIN Level**” shall mean in the context of Clause 10.8 of Part A, where there are multiple ISINs which may be issued under the same information memorandum or a single ISIN split across multiple information memorandums or trust deeds, it is the bonds in relation to a single ISIN that is taken for the purposes of calculation of the amount of bonds and number of bonds even though the ISIN may have been issued and utilised under different information memorandums, or as may be otherwise permitted under Applicable Laws;

“**Issue**” shall have the meaning as set out in Recital C;

“**Majority Resolution**” shall mean in the context of Clause 10.8 of Part A, a resolution passed by the majority of the Bondholders of not less than 75% (Seventy Five percent) by value of the outstanding Bonds and 60% (Sixty percent) by number of the Bonds, in each case the number and value of Bonds being calculated at the ISIN Level or as required under Applicable Laws;

“**Material Adverse Effect**” shall mean any change including but not limited to any event or effect that is materially adverse to the business, assets (including intangible assets) as a whole, financial condition or results of operations of the Issuer, including revocation of any licenses or permits materially important to the current business or business proposed to be undertaken by the Issuer, taken as a whole;

“**Maturity Amount**” shall mean, the face value of each Bonds, being Rs. 1,00,00,000 per Bond;

“**Maturity Date**” shall mean, the Call Option Date;

“**Memorandum**” shall mean the memorandum of association of the Issuer;

“**NBFC Directions**” shall mean the Reserve Bank of India Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, Circular Number: RBI/DNBR/2016-17/45, Master Direction DNBR.PD.008/03.10.119/2016-17, dated September 01, 2016, as amended.

“**Payment Default**” shall mean, the non-payment of Interest or Maturity Amount in full on the pre-agreed date which shall be recognised as the occurrence of delay in the servicing of such Maturity Amount or Interest amount or as required under Applicable Laws. For the purposes of determination of a Payment Default, this shall be done at the ISIN Level;

“**Person(s)**” shall mean a person, and includes any individual, corporation, firm, partnership, joint venture, association, organisation, trust, state or Governmental Authority or other legal entity (in each case, whether or not having separate legal personality);

“**Private Placement Offer Letter**” shall have the meaning as set out in Recital C (iii);

“**Registrar**” shall mean KFin Technologies Private Limited;

“**Record Date(s)**” shall be 15 (fifteen) days prior to each Coupon Payment Date or Maturity Date or Call Option Date.

“**Register of Bondholders**” shall mean:

- (i) the register maintained containing the name of Bondholders entitled to receive Interest/Maturity Amount in respect of the Bonds on the Record Date and whose name appears in the list of Bondholders appearing in the record of Beneficial Owners maintained by the Depository as the Bonds are issued in dematerialised form only; and,
- (ii) if any Bonds are subsequently rematerialized, the register maintained by the Issuer of the names of Bondholders entitled to receive Interest or Maturity Amounts on the Record Date, maintained at the registered office of the Issuer under the Companies Act;

“**Relevant Laws**” shall mean the Companies Act, the Securities Contracts (Regulations) Act, 1956 and the Securities and Exchange Board of India Act, 1992 and the rules, regulations and circulars issued thereunder from time to time;

“**SEBI**” shall mean the Securities and Exchange Board of India;

“**SEBI DT Regulations**” shall mean the SEBI (Debenture Trustee) Regulations, 1993 as amended;

“**SEBI Debenture Trustee Operational Circular**” shall mean the SEBI’s circular bearing reference number SEBI/HO/DDHS/P/CIR/2023/50 dated March 31, 2023 on “Operational Circular for Debenture Trustees”, as amended, modified, supplemented or restated from time to time;

“**SEBI LODR Regulations**” shall mean the SEBI (Listing Obligation and Disclosure Requirements), Regulations, 2015, as amended;

“**SEBI NCS Regulations**” shall mean the SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended;

“**SEBI Operational Circular**” shall mean the SEBI circular on “Operational Circular for issue and listing of Non-convertible Securities, Securitised Debt Instruments, Security Receipts, Municipal Debt Securities and Commercial Paper”, dated August 10, 2021, as amended;

“**Special Resolution**” shall have the meaning assigned to it in Second Schedule of Part A;

“**Step Up Coupon Rate**” shall have the meaning assigned to it in Clause 1 of Schedule 1 of Part B (*Financial Covenants and Conditions*);

“**Stock Exchange Working Day**” shall mean the working day of the stock exchange(s) on which the Bonds are listed;

“**Series 222 Bonds**” shall have the meaning assigned to it in Recital C;




“**Term Sheet**” shall mean in relation to the Bonds, the terms set out in Section 4 under Part B of the Bond Trust Deed; and,

“**Transaction Documents**” shall have the meaning as set out in the Private Placement Offer Letter.

1.2. Interpretation

In this Bond Trust Deed:

- (a) Words denoting singular shall include plural and vice-versa.
- (b) Words denoting one gender only shall include the other gender.

  GURUGRAM REC LIMITED Issuer	 Beacon Trusteeship Limited Bond Trustee
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- (c) Words denoting 'Persons' shall include individual, corporation, firm, partnership, joint venture, association, organisation, trust, state or Governmental Authority or other legal entity (in each case, whether or not having separate legal personality).
- (d) All references in these presents to any provision of any statute or Applicable Law shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.
- (e) All references in these presents to schedules, recitals, sections, sub-sections, paragraphs or sub-paragraphs shall be construed as reference respectively to the schedules, recitals, sections, sub-sections, paragraphs and sub-paragraphs of these presents.
- (f) The provisions contained in the schedules hereunder written shall have effect in the manner as if they were specifically set forth herein.
- (g) All capitalised terms not specifically defined herein shall have the meaning ascribed to them in the Private Placement Offer Letter.

2. ISSUE AND TERMS OF BONDS

- 2.1 The Bonds are being issued and allotted pursuant to the Private Placement Offer Letter, and the Issuer shall comply with the Term Sheet in relation to the conditions precedent and conditions subsequent as set out thereunder and under the timeline pursuant to Applicable Law.
- 2.2 The Term Sheet for the Bonds are set out under Section 4 under Part B of this Bond Trust Deed.
- 2.3 This Bond Trust Deed shall be enforceable from the Deemed Date of Allotment.

3. CONDITIONS PRECEDENT TO SUBSCRIPTION OF BONDS

The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:

- (a) Rating letters from CARE and CRISIL being valid on the issue opening date and the listing date.
- (b) Consent Letter from the Bond Trustee conveying their consent to act as Bond Trustee for the Bondholders.
- (c) Making an application to BSE and NSE for seeking their in-principle approval for listing of Bonds.

4. CONDITIONS SUBSEQUENT TO SUBSCRIPTION OF BONDS

- 4.1 The Issuer shall ensure that the following documents are executed/ activities are completed in accordance with the time frame mentioned elsewhere in the Private Placement Offer Letter:
 - (a) Maintaining a complete record of private placement offers in Form PAS-5.
 - (b) Filing a return of allotment of Bonds with complete list of all Bondholders in Form PAS-3 under Section 42(8) of the Companies Act, with the Registrar of Companies, National Capital Territory of Delhi and Haryana within 15 (fifteen) days of the Deemed Date of Allotment along with fee.
 - (c) Credit of demat account(s) of the allottee(s) by number of Bonds allotted within the stipulated time period from the Deemed Date of Allotment.

 Issuer	 Bond Trustee
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- (d) Making listing application for Bonds and receiving listing permission with BSE and NSE on or before 3 (three) trading days from the issue closing date.
- (e) Submission of Bond Trust Deed with BSE and NSE within 5 (five) working days of execution of the same for uploading on their website.





4.2 The Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in the Private Placement Offer Letter.

5 BOND TRUSTEE

The Bond Trustee, i.e. Beacon Trusteeship Limited has agreed to act as Bond Trustee, in respect of the Bonds in terms of the Consent Letter and the Bond Trustee Agreement, for the purposes and in accordance with the terms and provisions as set forth in the Bond Trustee Agreement and in this Bond Trust Deed, for the benefit of the Bondholders (including their successors, transferees, novatees and assignees) under the Private Placement Offer Letter on the remuneration as mentioned in the Consent Letter and in this Bond Trust Deed. The Bondholders shall without any further act or deed be deemed to have irrevocably given their consent and authorized Bond Trustee to do, *inter-alia*, acts, deeds and things necessary in order to safeguard the interest of Bondholders in terms of the Private Placement Offer Letter.

6 COVENANT TO PAY MATURITY AMOUNT AND INTEREST

- 6.1. (a) The Issuer covenants to the Bond Trustee that the Bonds issued are perpetual, subordinated, listed, unsecured, taxable, rated, non-convertible bonds in the nature of debentures which shall be considered for calculation of Tier I and/or Tier II capital (within the limits as prescribed by the RBI) of face value of Rs. 1,00,00,000 (One Crore) each in respect of Series 222 Bonds, having a base issue size of Rs. 500 Crores (Rupees Five Hundred Crores) for cash at par with an option to retain oversubscription by way of green shoe option of Rs. 1500 Crore (Rupees One Thousand Five Hundred Crores), aggregating to Rs. 2000 Crore (Rupees Two Thousand Crores).
- (b) The tradable lot or market lot, is 1 (One) Bond only. In the event, if so called upon by the Bond Trustee, the Issuer shall make payments as aforesaid to or to the order of or for the account of the Bond Trustee at New Delhi and such payment shall be deemed to be in *pro tanto* satisfaction of the aforesaid covenant of the Issuer to make such payments to the Bondholders.
- (c) The Issuer covenants with the Bond Trustee that it shall make payments to the Bondholders, of the Interest on the Coupon Payment Date and Maturity Amount of Bonds on the Maturity Date for the Bonds, in accordance with the terms as mentioned in the Private Placement Offer Letter and the Financial Covenants and Conditions set out in the Section 1 of Part B hereunder written.
- (d) The Issuer covenants that in case of default in payment of Interest on the Coupon Payment Date and Maturity Amount of Bonds on the Maturity Date, an additional interest of 2% p.a. (Two percent per annum) over the Interest rate of the Bonds will be payable for the defaulting period. Payment of default interest is subject to (i) Clause 18 (*Lock-In Clause*) Schedule 1 of Part B (*Financial Covenants and Conditions*), and (ii) approval by the RBI of payment of the Maturity Amount.
- (e) Taxes as applicable under the I.T. Act, or any other statutory modifications thereof will be deducted at source, as applicable. Tax exemption certificate or document under the provision of I.T. Act, if any, must be lodged at the registered office of the Issuer before the Record Date.
- 6.2. The Bond Trustee shall be entitled to enforce the obligations of the Issuer under or pursuant to the Financial Covenants and Conditions as if the same were set out and contained in these presents.

  Issuer	  Bond Trustee
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7 LISTING

The Issuer shall list the Bonds on the debt market segment of National Stock Exchange of India Limited ("NSE") and Bombay Stock Exchange ("BSE") within the timeline as set out under Applicable Law.

8 FORM OF THE BONDS

- 8.1. The Bonds shall be in dematerialised form and in accordance with the provisions of the SEBI NCS Regulations, Depositories Act, 1996, as amended, Companies Act, NBFC Directions, as amended, and the applicable rules, regulations, circulars and notifications made thereunder and under the terms and conditions set out in the Private Placement Offer Letter, together with the benefits of the Financial Covenants and Conditions as set out in Section 1 of Part B to this Bond Trust Deed. The Bondholders will have the right to convert the dematerialised securities into physical form under Applicable Law.
- 8.2. The Financial Covenants and Conditions and the terms of the Private Placement Offer Letter shall be binding on the Issuer, the Bond Trustee, the Bondholders and all Persons claiming by, through or under any of them, and the Bond Trustee shall be entitled to enforce the obligations of the Issuer under or pursuant to the and the Financial Covenants and Conditions as set out in as set out in Section 1 of Part B of this Bond Trust Deed and the Private Placement Offer Letter as if the same were set out and contained in this Bond Trust Deed.
- 8.3. The Bond Trustee, "*ipso facto*" does not have the obligations of a borrower or a principal debtor or a guarantor in respect of the monies paid or invested by Bondholders.

9 POWERS OF BOND TRUSTEE

- 9.1. The powers conferred on the Bond Trustee hereunder are cumulative and without prejudice to its general powers under the Applicable Law and may be exercised as often as the Bond Trustee may deem fit and appropriate and the Bond Trustee may, in connection with the exercise of its powers, joint or concur with any Person in any transaction, scheme or arrangement whatsoever and the Issuer acknowledges that the respective powers of the Bond Trustee appointed hereunder shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.
- 9.2. The Bond Trustee may institute, defend, enforce any suit or proceeding and settle, adjust, refer to arbitration, compromise and arrange all accounts, disputes, reckonings, questions, claims or demands whatsoever in relation to the Bonds.

10 EVENT OF DEFAULT AND REMEDIES

10.1. Event of Default

If one or more of the events specified herein ("**Event of Default**") happens in relation to the Bonds (subject to the exceptions as set out in Clause 10.9 of Part A), the Bond Trustee may, in their discretion, or shall, upon request in writing of the Bondholders, of an amount representing not less than 3/4th (Three Fourth) in value of the aggregate amount of the Bonds, for the time being outstanding, or by Special Resolution duly passed at a meeting of the Bondholders convened in accordance with the provisions set out in the Second Schedule of Part A hereunder written, by a notice in writing to the Issuer declare the Maturity Amount of the Bonds and all Interest on Bonds to be due and payable forthwith.

- (a) Payment Default is committed in payment of the Maturity Amount of the Bonds on the Maturity Date after exercise of the Call Option, unless it is due to technical error beyond control of the Issuer or pursuant to the relevant exclusion as set out in Clause 10.9 (*Exclusions*) of Part A of this Deed;
- (b) Two consecutive Payment Defaults are committed in payment of any Interest on the Bonds on the due date(s), unless it is due to technical error beyond control

of the Issuer or pursuant to the relevant exclusion as set out in Clause 10.9 (*Exclusion*) of Part A of this Deed;

- (c) Default is committed by the Issuer in the performance or observance of any covenant, obligation, condition or provision contained in this Deed and/or the Financial Covenants and Conditions (other than the obligation to pay Maturity Amount and Interest) and such default continues for 30 (Thirty) Business Days or is not rectified within 7 (Seven) Business Days after written notice has been given thereof by the Bond Trustee to the Issuer requiring the same to be remedied;
- (d) Any information given by the Issuer to the Bondholders or Beneficial Owners or the Bond Trustee in any reports and the representations and warranties given or deemed to have been given by it to the Bond Trustee is misleading or incorrect in any material respect;
- (e) The Issuer is unable to or has admitted, in writing, its inability to pay its debts as they mature;
- (f) A receiver or a liquidator has been appointed or allowed to be appointed of all or any substantial part of the undertaking of the Issuer or an attachment, sequestration, distress or execution (or analogous process) is levied or enforced upon or issued against a substantial part of the assets of the Issuer;
- (g) If any extra-ordinary circumstances have occurred, that makes it improbable for the Issuer to fulfill its obligation under these presents and/or the Bonds;
- (h) The Issuer ceases or threatens to cease to carry on its business without consent of the Bondholders or gives notice of its intention to do so;
- (i) If, the Issuer is unable to pay its debts under Applicable Law and orders for winding up has been passed by the court or a special resolution has been passed by the members of the Issuer for winding up;
- (j) If such listing of the Bonds ceases at any point of time prior to the Maturity Date due to an act of the Issuer or failure by the Issuer to take all necessary action to ensure re-listing; and,
- (k) When any breach of the terms of the Private Placement Offer Letter inviting the subscriptions of Bonds or of the covenants of this Bond Trust Deed, is committed.

10.2. Appointment of Nominee Director

- (a) Subject to the requisite governmental approvals and Applicable Law, on the happening of the following Events of Default, in addition to the rights specified above, the Bondholders or Bond Trustee along with other bond trustees shall jointly have the right to appoint 1 (One) nominee on the Board of Directors of the Issuer ("**Nominee Director**") in terms of the applicable regulations of SEBI and in accordance with the timeline under Applicable Law, in the event of:
 - (i) two consecutive defaults in payment of Interest to the Bondholders; or,
 - (ii) default in non-payment of Maturity Amount in respect of the Bonds.
- (b) The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares.

10.3. Remedies

If one or more of the Events of Default specified in Clause 10.1 of Part A happen(s) in respect of the Bonds, the Bond Trustee, in their discretion may, and shall, (i) upon request in writing of the Bondholders of an amount representing not less than 1/10th (One-Tenth) in value of the nominal amount of the Bonds for the time being outstanding or (ii) by a Special Resolution duly passed at the meeting of the Bondholders convened

in accordance with the provisions set out hereunder, and in the event of (i) or (ii) after a notice is given to the Issuer, take necessary action under Applicable Law available to it. The Issuer shall provide to the Bond Trustee the payment of monies so in arrears within 3 (Three) months next after the notice has been given or if in the case of such power arising by reason of any provisions as herein stated the Issuer shall, within 7 (Seven) days of the receipt of a notice, remove, discharge or pay out any distress, execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of the Bond Trustee and any compensation so paid to the Bond Trustee.

10.4. Notice on the happening of an Event of Default

If any Event of Default or any event which, after the notice, or lapse of time, or both, would constitute an Event of Default has happened, the Issuer shall, forthwith give notice thereof to the Bondholders or Bond Trustee in writing specifying the nature of such Event of Default.

10.5. Right to Disclose/Publish the Names of the Issuer and its Directors as Defaulters

On happening of any Event of Default as set out in Clause 10.1(a) of Part A or Clause 10.1 (b) of Part A, the Bondholders or Bond Trustee shall have an unqualified right to disclose the name of the Issuer and its functional directors to RBI or any other statutory or regulatory authority in this behalf. The Bondholders or Bond Trustee and/or RBI or any other statutory or regulatory authority shall have the right to publish the name of the Issuer and its Directors as defaulters in such manner and through such medium as they in their absolute discretion may think fit.

10.6. Application to the Court or Government Authority or National Company Law Tribunal

Upon occurrence of an Event of Default thereby resulting in failure on part of the Issuer to discharge its obligations in accordance with this Bond Trust Deed and/or the Private Placement Offer Letter, the Bond Trustee may in its sole discretion or pursuant to the representation made by the Bondholders, file petition before the National Company Law Tribunal or other relevant Government Authority or court to restrict the Issuer on incurring any further liabilities in order to safeguard the interest of the Bondholders.

10.7. Expenses incurred in case of Collection

Expenses incurred by the Bondholders or by the Bond Trustee for collection of amounts payable in respect of Interest or Maturity Amount after an Event of Default has occurred, shall be payable by Issuer.

10.8. Bondholder Consent and Intercreditor Agreement

- (a) In the event of a Payment Default by the Issuer, and, that lenders of the Issuer enter into any intercreditor agreement as may be required pursuant to the Issuer becoming a stressed company or in respect of any proposed or actual resolution plan for restructuring of the financial indebtedness of the Issuer as may be determined in accordance with Applicable Law:
- (i) the Bond Trustee shall send a notice to all Bondholders within 3 (Three) days of a Payment Default, such notice being sent by registered post/acknowledgement due or speed post/acknowledgement due or courier or hand delivery with proof of delivery or through email as a test of as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email shall be maintained or other method permitted under Applicable Laws;
- (ii) such notice sent by the Bond Trustee shall contain: (A) positive consent for execution of the Intercreditor Agreement; (B) the time period within which the consent needs to be provided, in accordance with Applicable Laws; (C) the date of the meeting to be convened; and (D) any other

requirement of Applicable Law. The Bond Trustee shall convene the meeting within 30 (Thirty) days of the occurrence of the Payment Default or such different time as required under Applicable Laws. Provided that if the Payment Default is cured between the date of the notice and the date of the relevant meeting, then the convening of such a meeting is not required;

- (iii) following (i) and (ii) above, the Bond Trustee will take all necessary action to enter into the Intercreditor Agreement or as decided in the meeting of Bondholders, subject to the following:
 - (A) where a majority of Bondholders express their consent to enter into the Intercreditor Agreement through a Majority Resolution, the Bond Trustee shall enter into the Intercreditor Agreement;
 - (B) if consents are not received for entering into the Intercreditor Agreement, the Bond Trustee shall take any further action or steps, if any, required in accordance with the decisions taken in such meeting of the Bondholders; and
 - (C) a committee of Bondholders may be formed to participate in the intercreditor arrangements.
- (b) The Bond Trustee may execute the Intercreditor Agreement and consider a resolution plan on behalf of the Bondholders provided the following conditions are complied with:
 - (i) The execution of the Intercreditor Agreement and agreeing to the resolution plan is in the interests of Bondholders and complies with Relevant Laws.
 - (ii) If the resolution plan imposes conditions on the Bond Trustee that are not in accordance with Relevant Laws, then the Bond Trustee shall be free to exit the Intercreditor Agreement fully, with the same rights as if it had never executed the Intercreditor Agreement. In these circumstances the resolution plan shall not bind the Bond Trustee. If resolution plan is not finalised within 180 (One Hundred and Eighty) days from the end of the review period (as defined under Applicable Laws), then the Bond Trustee shall be free to exit the Intercreditor Agreement as if it had never executed the Intercreditor Agreement. The Bond Trustee may consent to an extension beyond 180 (One Hundred and Eighty) days subject to the approval of a majority of the Bondholders regarding the total timeline through a Majority Resolution, and such extension period not exceeding 365 (Three Hundred and Sixty-Five) days from the date of commencement of the review period or such other timeline as set out under Applicable Law. The terms of this Deed are subject to any other timelines set out under Applicable Laws.
 - (iii) If the terms of the approved resolution plan are contravened by any of the signatories to the Intercreditor Agreement, the Bond Trustee shall be free to exit the Intercreditor Agreement in accordance with Applicable Laws and seek appropriate legal recourse or any other action as deemed fit in the interest of the Bondholders.
- (c) The Bondholders, may determine all aspects in relation to any such intercreditor agreement or debt resolution plan and as at all times in accordance with their rights under the Transaction Documents and in accordance with Applicable Laws.
- (d) The provisions as set out above in this Clause 10.8 of Part A are subject to any Applicable Laws from time to time.

10.9 Exclusions

- (a) Notwithstanding anything contained herein, the invocation of the 'Lock-In' pursuant to Clause 18 (*Lock-In Clause*) Schedule 1 of Part B (*Financial Covenants and Conditions*) by the Issuer shall not be construed as a default committed by the Issuer and shall not result in the occurrence of an 'Event of Default' (by whatsoever name called) in respect of the Bonds.
- (b) Notwithstanding anything contained herein, the non receipt of approval of the RBI for exercise of Call Option pursuant to NBFC Directions, shall not be construed as a default committed by the Issuer and shall not result in the occurrence of an 'Event of Default' (by whatsoever name called) in respect of the Bonds.

11 POWER OF THE BOND TRUSTEE IN RESPECT OF UNCLAIMED AMOUNT

The Issuer shall deposit any unclaimed amount in a separate bank account for a period not exceeding 7 (Seven) years pursuant to which the Issuer shall transfer such unclaimed amount to Investor Education and Protection Fund of the Ministry of Corporate Affairs or as otherwise required under Applicable Laws.

12 DECLARATION OF TRUST BY BOND TRUSTEE

- 12.1 The Bond Trustee hereby declares and confirms that it has simultaneously with the execution of this Bond Trust Deed, settled and kept apart a sum of Rs. 1,000/- each of Bonds, being initial corpus ("**Initial Contribution**") of the trust created in terms of this Bond Trust Deed to have and hold together with all additions or accretions thereto including the investment represented the same subject to terms of this Bond Trust Deed.
- 12.2 The Bond Trustee declares that in relation to Bondholder, it shall, as the case may be hold:
 - (a) Initial Contribution;
 - (b) All of its rights under or pursuant to this Bond Trust Deed and all sums received by it under this Bond Trust Deed (save for money on its accounts);
 - (c) All monies received by the exercise of rights and remedies under the provisions of the Transaction Documents,

upon trust and for the benefit of the Bondholders on a several basis, subject to powers and provisions contained and concerning the same for due payment and discharge of amount outstanding.

13 APPLICATION OF MONIES FROM BUSINESS

The Bond Trustee shall out of the monies received by the Bond Trustee or receiver pay and discharge the costs, charges and expenses incurred in such management 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 Bond Trustee shall think fit to pay and shall pay and apply the residue of the said receipts, and monies in the manner hereinbefore.

14 WHEN BOND TRUSTEE MAY INTERFERE

Except as provided herein, the Bond Trustee shall not be in any manner required, bound or concerned to interfere with the management of the affairs of the Issuer or its business.

15 REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS OF THE ISSUER

The representations, warranties, covenants and undertakings of the Issuer are set out in Section 2 of Part B of the Bond Trust Deed.

16 APPOINTMENT, REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERTAKINGS AND DUTIES OF THE BOND TRUSTEE

16.1 Appointment of Bond Trustee

In terms of the Consent Letter and Bond Trustee Agreement the Issuer has appointed Beacon Trusteeship Limited as the Bond Trustee to the Issue and Beacon Trusteeship Limited has agreed to act as Bond Trustee for the benefit of Bondholder and their successors, transferees and assignees, the Bond Trustee agrees and is authorized:

- (a) To execute and deliver the Bond Trust Deed and all other documents, agreements, instruments and certificates contemplated by this Bond Trust Deed which to be executed and delivered by the Bond Trustee or as the Bond Trustee shall deem advisable and in the best interest of the Bondholders;
- (b) To take whatever action is required to be taken by the Bond Trustee by the terms and provision of this Bond Trust Deed and subject to the terms and provisions of this Bond Trust Deed and Applicable Law, to exercise its rights and perform its duties and obligations under each of documents, agreements, instruments and certificates referred to in sub-clause (a) above, in such documents, agreements, instruments and certificates; and
- (c) Subject to the terms and conditions of this Bond Trust Deed, to take such other action in connection with the foregoing as the Bondholders may from time to time, direct.

16.2 The representations, warranties, covenants, undertakings and duties of the Bond Trustee are set out in Section 3 of Part B of the Bond Trust Deed.

17 REALISATION OF MONIES

17.1. Trust of Proceeds

The Bond Trustee shall hold upon TRUST the monies received by them or any part thereof in their capacity as Bond Trustee for the benefit of the Bondholders and they shall utilise the monies received in the following order of priority:

- (a) First, to reimburse themselves and retain, pay or discharge all the costs, charges and expenses incurred in calling in, collection, or the exercise of the powers and trusts under these presents, including their remuneration as herein provided;
- (b) Secondly, in or towards *pari passu* payment to the Bondholders of the Interest and Maturity Amount and all amounts due and remaining unpaid (which shall be deemed to accrue from day to day) on Bonds held by them.

17.2. Liability to Bondholders for Deficiency

The Issuer shall remain liable to the Bondholders for any deficiency in the repayment of all amounts due to it under this Bond Trust Deed and/or Bonds.

18 BOND TRUSTEE NOT TO RECOGNISE ANY INTEREST IN THE DEBENTURES / BONDS

The Bond Trustee shall not be affected by any notice, express or implied, of the rights, title or claim of any Person to the said monies other than the Bondholders.

19 BONDS FREE FROM EQUITIES

19.1 The Bondholders will be entitled to their Bonds free from equities or cross claims by the Issuer against the original or any intermediate holders thereof.

19.2 The Bondholders will be entitled to their Bonds free from equities or cross claims by the bondholders of any other series of the Issuer.

20 REGISTER OF BONDHOLDERS

The Register of Bondholders in respect Bonds will be maintained by the Depository in accordance with the provisions of the Companies Act, Depositories Act, 1996 and the regulations made thereunder and the regulations made by SEBI and other statutory authorities made from time to time. The Registrar shall, in relation to the Bonds, obtain a list of Beneficial Holders from the Depository as at the Record Date for Interest, on such date or within 1 (One) Business Day of such date. The Issuer in accordance with the provisions of Section 88 of the Companies Act, will maintain a physical register, the Bond Trustee and/or the Bondholders or any of them or any other Person shall, as provided in Section 94 of the Companies Act, be entitled to inspect the said register/record and to take copies of or extracts from the same or any part thereof during usual business hours.

21 DEBENTURE/BOND REDEMPTION RESERVE

In accordance with the SCD Rules, debenture redemption reserve is not required to be created in the case of privately placed debentures issued by NBFC's registered with the RBI under Section 45-IA of the RBI Act.

22 APPLICATION TO COURT

The Bond Trustee may, apply to the court for an order that the powers and trusts hereof for any other order in relation to the execution and administration of the powers and trusts hereof as the Bond Trustee shall deem expedient and they may assent to or approve of any application to the court made at the instance of any of the Bondholders and shall be indemnified by the Issuer against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

23 ADDITIONAL POWERS OF BOND TRUSTEE

The Bond Trustee shall exercise all rights, powers and duties in accordance with and available to the Bond Trustee under the:

- (a) Applicable Law in India; and/or
- (b) Principles of equity.

In addition to the other powers conferred on the Bond Trustee and provisions for their protection and not by way of limitation or derogation of anything in these presents contained or of any statute limiting the liability of the Bond Trustee, it is expressly declared as follows:

- (a) The Bond Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, or other expert whether obtained by the Issuer or by the Bond Trustee or otherwise;
- (b) The Bond Trustee shall be at liberty to accept a certificate signed by any one of the directors of the Issuer or other authorized signatories of the Issuer as identified in the relevant board resolution as to any act or matter prima facie within the knowledge of the Issuer as sufficient evidence thereof and a certificate to the effect that any particular dealing or transaction or step is in the opinion of the director so certifying expedient as sufficient evidence that it is expedient;
- (c) The Bond Trustee shall be at liberty to keep these presents at its registered office or elsewhere or if the Bond Trustee so decide with any banker or company whose business includes undertaking the safe custody of documents or with any advocates or firm of solicitors and the Bond Trustee may pay all sums required to be paid on account of or in respect of any such deposit;
- (d) Save as herein otherwise expressly provided the Bond Trustee shall, as regards all trusts, powers, authorities and discretions hereby vested in them, have absolute and uncontrolled discretion as to the exercise thereof and to the mode and time of exercise thereof;

- (e) With a view to facilitate any dealing under any provision of these presents the Bond Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally; and,
- (f) The Bond 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, whether or not the same shall relate wholly or partially to the acts or proceedings of the Bond Trustee, shall be conclusive and binding upon all Persons interested hereunder, in respect of any doubt or ambiguity arising in relation to any of the provisions of these presents or if the Bond Trustee is unsure as to the manner in which it should exercise its powers, authorities, discretions, rights or remedies under these presents, the Bond Trustee may obtain the instructions or directions of Bondholders representing at least 50% (Fifty per cent.) of the aggregate outstanding Bonds, and it shall not be liable to the Bondholders or any other party for so acting in accordance with such instructions or directions.

24 BREACH OF COVENANT BY THE ISSUER MAY BE WAIVED





The Bond Trustee acting on the instructions of Bondholders may waive any breach by the Issuer of any of the covenants and provisions in this Bond Trust Deed. The Bond Trustee may waive on such terms and conditions as it deem expedient any breach by the Issuer of any of the covenants and provisions in these presents contained, without prejudice to the rights of the Bond Trustee in respect of any subsequent breach thereof.

25 POWER OF BOND TRUSTEE TO DELEGATE/APPOINT AGENTS

- 25.1. The Bond Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them by these presents act through an officer, agent, or officers for the time being of the Bond Trustee and the Bond Trustee may also, whenever they think it expedient delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Bond Trustee may think fit.
- 25.2. The Bond Trustee shall appoint, or ensure that the Issuer appoints, the Registrar and shall specify in the relevant documentation that the Registrar shall be responsible for performance of the following functions:
- (a) To obtain a list of Beneficial Owners from the Depository(ies) as at the Record Date for Interest on Bonds, on such date or within 1 (One) Business Day of such date;
- (b) To examine the details specified in the form submitted by each Bondholders and in the event of erroneous or incorrect forms, to determine in its sole discretion, the number of fully paid Bonds to be allocated to the Bondholders.

26 BOND TRUSTEE'S REMUNERATION

- 26.1. The Issuer shall in each and every year during the continuance of this Bond Trust Deed pay to the Bond Trustee so long as they hold the office of the Bond Trustee of these presents, remuneration hereinafter mentioned for their services as Bond Trustee in addition to all legal, traveling and other costs, charges and expenses which the Bond Trustee or their officers, employees or agents may incur in relation to execution of the Bond Trust Deed hereof. No travelling expenses shall be paid for attending the Issuer's office in relation to the said assignment. However, in case of travel outside New Delhi in connection with scope of work, the travelling expenditure shall be paid/reimbursed on actual basis (air travel – economy class). The remuneration shall continue to be payable until the Bond Trustee hereof shall be finally discharged and whether or not a receiver shall have been appointed or the trust hereof shall be in course of administration by or under the direction of the court. As mentioned in the engagement letter number 30639/CL/MUM/23-24/BT/1 dated March 23, 2023, annual service charge is as below

  GURUGRAM Issuer	  Bond Trustee
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Annual Service Charge

A consolidated annual service charge of Rs. 1100/- (Eleven Hundred only) per bond issue/per tranche/per annum (inclusive of out-of-pocket expenses) plus applicable taxes which shall be paid yearly until final repayment/final redemption of bonds is done and its satisfaction of charge is completed in full.

- 26.2. The Issuer shall pay to the Bond Trustee all legal, traveling and other costs, charges and expenses incurred by them, their officers, employees, agents in connection with execution of these presents with prior permission of the Issuer.

27 APPOINTMENT OF BOND TRUSTEE AS ATTORNEY OF THE ISSUER

The Issuer hereby irrevocably appoints the Bond Trustee to be the attorney of the Issuer in the name and on behalf of the Issuer to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Bond Trustee be necessary or expedient that the Issuer should execute, sign and do for the purpose of carrying out any of the trusts of obligations declared or imposed upon the Issuer by these presents or of giving to the Bondholder(s) or Beneficial Owner(s) or to the Bond Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Issuer in the exercise of all or any of the powers hereby conferred upon the Bond Trustee.

28 MODIFICATIONS TO THESE PRESENTS

The Bond Trustee shall concur with the Issuer in making: (i) any modifications in these presents which is essential and in the opinion of the Bond Trustee would not be materially prejudicial to the interests of the Bondholders; (ii) any modification of the terms of the Bonds or any of the other Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error; and (iii) any modification of this Bond Trust Deed to give effect to Paragraph 12 of Section 1 in Part B of this Bond Trust Deed (*Buyback, Purchase, Re-Issue, Consolidation And Re-Sale Of Bonds*), which is essential and in the opinion of the Bond Trustee would not be materially prejudicial to the interests of the Bondholders.

Any other change or modification to the terms of the Bonds or the Bond Trust Deed shall require approval by the majority Bondholders as set out in the Second Schedule of Part A of this Bond Trust Deed. Upon obtaining such approval, the Bond Trustee and the Issuer shall give effect to the same by executing necessary deed(s) supplemental to these presents (as necessary).

29 RETIREMENT & REMOVAL OF BOND TRUSTEE

- 29.1. The Bond Trustee hereof may retire at any time provided that they shall have given at least 1 (One) month's prior notice in writing to the Issuer in that behalf. Provided that, any resignation by the Bond Trustee shall become effective only after a successor Bond Trustee has been appointed in accordance with this Bond Trust Deed and the Bond Trustee shall not relinquish his duties unless another trustee has been appointed. The Issuer will ensure that it takes the necessary steps to appoint a new trustee in place of the retiring Bond Trustee within reasonable period of time.
- 29.2. The Bond Trustee hereof may be removed by the Bondholders by a Special Resolution duly passed at the meeting of the Bondholders convened in accordance with the provisions set out in the Second Schedule of Part A to this Bond Trust Deed and the Issuer shall appoint such person or persons as may be nominated by the Bondholders as the new Bond Trustee hereof.
- 29.3. For the purposes aforesaid, forthwith upon receipt of the notice of retirement from the Bond Trustee for the time being hereof or on the occurrence of the vacancy in the office of the Bond Trustee hereof, the Issuer shall inform the same to the Bondholders. The Issuer may, in consultation with the Bondholders appoint a body corporate or a statutory corporation which is a financial institution in the public sector which is registered under the SEBI DT Regulations, as a Bond Trustee hereof. The SEBI may fill casual vacancy in the office of trustee while any such vacancy continues, however where such vacancy

is caused by resignation of the trustee, such vacancy shall be filled only by consent of majority of Bondholders.

30 NOTICES

- 30.1. Any notices, request and other communications to be given or made under this Bond Trust Deed shall be in writing; and except as provided otherwise in this Bond Trust Deed, such notice, request or other communication shall be deemed to have been duly served or made when it shall be delivered by registered post, courier, hand, email or facsimile (with receipt of a facsimile confirmation slip being sufficient evidence of such transmission by the sender) to the Party to which it is required or permitted to be served or made at such Party's address as specified below.

Provided however that any notice or communication to the Bond Trustee shall be effective only on actual receipt by the officer of any such Person for whose attention the notice or communication has been expressly marked.

Provided further that an original of each notice and communication sent by telex or facsimile shall be dispatched by person, or courier and, if such person or courier service is not available, by registered first class mail with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with this section, without regard to the dispatch of such original.

The address for service of the Issuer shall be:

REC Limited (Formerly Known as Rural Electrification Corporation Ltd.)

Address : Sector 29, Gurugram, Haryana 122009
Attention : Mr. Rajesh Kumar, Chief General Manager (Finance)
Tel. No. : 0124- 4441319
Fax : -
Email : rajeshkumar@recl.in

The address for service of the Bond Trustee shall be:

BEACON Trusteeship Limited


Address : 4C & D Siddhivinayak Chambers, Gandhi Nagar, Bandra East, Mumbai – 400 051.
Attention : Mr. Kaustubh Kulkarni, Director
Tel. No. : +91 022 26558759
Fax : -
Email : compliance@beacontrustee.co.in

- 30.2. Any Party may in writing to other Party change its designated address. Such change shall take effect when all Parties have been informed of it.

31 WAIVER

31.1. No Implied Waiver or Impairment

No delay or omission of the Bond Trustee in exercising any right, power or remedy accruing of the Bond Trustee upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bond Trustee in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the Bond Trustee in respect of any other defaults nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Bond Trustee herein provided are cumulative and not exclusive of any rights or remedies provided by law or equity.

  GURUGRAM LIMITED Issuer	 Beacon Trusteeship Limited Bond Trustee
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31.2. **Express Waiver**

A waiver or consent granted by the Bond Trustee under this Bond Trust Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

32 **MISCELLANEOUS**

32.1. **Limitation on Rights of Others**

Nothing in this Bond Trust Deed, whether express or implied, shall be construed to give to any Person other than the Bond Trustee and the Bondholders any legal or equitable right, remedy or claim under or in respect of this Bond Trust Deed, except as expressly provided in this Bond Trust Deed, any covenants, conditions or provisions contained herein all of which are, and shall be construed to be, for the sole and exclusive benefit of the Bond Trustee and the Bondholders.

32.2. **Other Remedies**

The rights and remedies conferred upon the Bond Trustee under this Bond Trust Deed:

- (a) shall not prejudice any other rights or remedies to which the Bond Trustee may, independently of this Bond Trust Deed, whether by statute or otherwise, be entitled and in particular, the Bond Trustee and/or the Bondholders shall retain all rights and remedies available to them as set out under the corresponding Private Placement Offer Letter and this Bond Trust Deed; and
- (b) shall not be prejudiced by any other rights or remedies to which the Bond Trustee may, independently of this Bond Trust Deed, be entitled to.

32.3 **Further Borrowings**

The Issuer shall be entitled to make further issue of debt securities and/or raise further loans and/or avail of further deferred payment/guarantee facilities which may be secured or unsecured from time to time for such amounts and from such persons/public financial institutions/banks or any other financial corporations or body corporate, on such terms as may be mutually acceptable to the Issuer, the Bond Trustee and the investment institutions participating in such issues in future.

32.4 **Transfer of Bonds**

The normal procedure applicable for dematerialised securities shall be followed for transfer of Bonds in electronic form. In case of transfer (from one dematerialised holder to another dematerialised holder), the seller will give delivery instructions containing details of the buyer's Depository Participant account to his Depository Participant.

33 **SEVERABILITY**

Every provision contained in this Bond Trust Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

34 **EFFECTIVE DATE**

The provisions of this Bond Trust Deed shall become effective from the Deemed Date of Allotment.

35 **GOVERNING LAW**

This Bond Trust Deed shall be governed by and construed in accordance with laws of India.

36 **JURISDICTION**

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

37 **INCONSISTENCY**

In the event of any inconsistency between the provisions of this Bond Trust Deed and the Private Placement Offer Letter, the Private Placement Offer Letter shall prevail and the Parties shall take all necessary steps to remove the inconsistency.

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THE FIRST SCHEDULE OF PART A

LIST OF ALLOTTEES FOR BONDS

As the Bonds are tradable in nature therefore Bondholders will keep on changing, therefore it is not practicable to provide a list of the same. The Registrar has or will provide the list of the Bondholders to the Bond Trustee. The Issuer shall obtain list of Bondholders on monthly basis from the Registrar and provide the same to the Bond Trustee as and when demanded by the Bond Trustee.

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THE SECOND SCHEDULE OF PART A

PROVISIONS FOR MEETINGS OF THE BONDHOLDERS

The following provisions shall apply as the context may require to the meetings of the Bondholders:

1. **Who may convene the meeting**

- (a) The Bond Trustee or the Issuer may, at any time, and the Bond Trustee shall at the request in writing of the Bondholders representing not less than 1/10th (One-Tenth) in value of the aggregate outstanding amount of the Bonds, convene a meeting of the Bondholders. Any such meeting shall be held at such place in the city where the registered office of the Issuer is situated or at such other place as the Bond Trustee shall determine in consultation with the Issuer.
- (b) The Bond Trustee may call or cause to be called by the Issuer a meeting of all the Bondholders on the happening of any event which may constitute a Payment Default or which in the opinion of the Bond Trustee affects the interests of the Bondholders.
- (c) The Bond Trustee or the Issuer may call a meeting of the Bondholders on the occurrence of a breach of covenants of this Bond Trust Deed.

2. **Notice of meeting to Bondholders**

- (a) A meeting of the Bondholders may be called by giving not less than 21 (Twenty One) days' notice in writing.
- (b) A meeting may be called after giving shorter notice than that specified in sub-clause (a) above, in accordance with the Companies Act.

3. **Contents and Manner of Service of Notice and Persons on whom it is to be served**

- (a) Every notice of a meeting of the Bondholders shall specify the place, day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
- (b) Notice of every meeting shall be given to:
 - (i) every Bondholder in the manner provided in this Bond Trust Deed for service of notice;
 - (ii) the person(s) entitled to a Bond as a consequence of death or insolvency of a Bondholder, by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred;
 - (iii) the auditor for the time being of the Issuer in the manner authorised by Section 20 of the Companies Act in the case of the members of the Issuer and any other person as prescribed under Companies Act; and
 - (iv) the Bond Trustee when the meeting is convened by the Issuer and the Issuer when the meeting is convened by the Bond Trustee.
 - (v) 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.

 Issued	 GURUGRAM REC LIMITED	 Bond Trustee
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4. **Explanatory Statement to be annexed**

- (a) 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 and the manager and any other person as prescribed in Applicable Law.

Provided that where any item of special 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 other company of any 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 2% (Two per cent.) of the paid up share capital of that other company.

- (b) Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

5. **Quorum for Meeting**

- (a) At every meeting of the Bondholders, the holder(s) of not less than 3/4th (Three-Fourth) of the aggregate outstanding Bonds shall be the quorum for the meeting of the Bondholders, and the provisions of the following sub-clause (b) shall apply with respect thereto.

- (b) 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 Bond 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.

6. **Chairman of Meeting**

- (a) The nominee of the Bond Trustee shall be the chairman of the meeting and in his absence the Bondholders personally present at the meeting shall elect one of them to be the chairman thereof on a show of hands.
- (b) If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Companies Act, the chairman elected on a show of hands exercising all the powers of the chairman under the said provisions.
- (c) If some other person is elected chairman as a result of the poll, he shall be chairman for the rest of the meeting.

7. **Directors and Bond Trustee may attend meeting**




The Bond Trustee and the directors of the Issuer and their respective legal advisors/solicitors may attend any meeting but shall not be entitled to vote thereat.

8. **Passing of Resolution by Poll**

At any meeting, a resolution put to the vote of the meeting shall be decided by way of a poll.

9. **Votes**

At every such meeting each Bondholder shall be entitled to 1 (One) vote in respect of every Bond of which he is a holder and in respect of which he is entitled to vote.

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10. **Proxies**



- (a) 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.
- (b) 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.
- (c) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a copy of the power of attorney certified by a notary shall be deposited at the registered office of the Issuer not less than 48 (Forty Eight) hours before the time for holding the meeting or adjourned meeting.
- (d) 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.
 - (iii) The instrument appointing a proxy shall be in any of the forms as may be prescribed under any Applicable Law and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles of the Issuer.
 - (iv) Every Bondholder entitled to vote at a meeting of the Bondholders on any resolution to be moved there at shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Issuer, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Issuer.
 - (v) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Bond in respect of which the proxy is given; provided that, no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Issuer at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

11. **To vote differently**

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.

12. **Scrutineers at Poll**

- (a) The chairman of the meeting shall appoint 2 (Two) scrutineers to scrutinise the votes given on the poll and to report thereon to him.
- (b) 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.
- (c) Of the two scrutineers appointed under this clause, one shall always be a Bondholder (not being an officer or employee of the Issuer) present at the

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meeting, provided that such a Bondholder is available and willing to be appointed.

13. **Manner of taking Poll and Results thereof**

- (a) Subject to the provisions of the Companies Act, as the case may be, the chairman of the meeting shall have the power to regulate the manner in which a poll shall be taken.
- (b) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

14. **Voting in case of Joint Holders**

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.

15. **Power to Adjourn Meeting**

The chairman of a meeting of the Bondholders may, with the consent of a simple majority of the Bondholders by value present (whether in person or by proxy) at the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

16. **Casting Vote**

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.

17. **Continuance of Business**

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.

18. **Chairman's Decision Conclusive**

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.

19. **Powers of the Meeting**

A meeting of the Bondholders shall, inter alia, have the following powers in respect of matters relating to the Bonds, exercisable in the manner hereinafter specified:

- (a) Power to sanction any compromise or arrangement proposed to be made between the Issuer and the Bondholders.
- (b) Power to sanction any modification, alteration or abrogation of any of the rights of the Bondholders (other than as set out in (d) below) against the Issuer, whether such right shall arise under this Bond Trust Deed or Bonds or otherwise.
- (c) Power to sanction any modification, alteration or abrogation of any of the terms of the Bonds relating to the Maturity Date, Interest, or Maturity Amount.
- (d) Power to assent to any scheme for reconstruction or amalgamation of or by the Issuer whether by sale or transfer of assets under any power in the Issuer's Memorandum of Association or otherwise under the Companies Act, or provisions of any Applicable Law.

- (e) Power to assent to any modification of the provisions contained in this Bond Trust Deed and to authorise the Bond Trustee to concur in and execute any supplemental agreement embodying any such modification.
- (f) Power to remove the existing Bond Trustee and to appoint new Bond Trustee in respect of the Bonds.
- (g) Power to give any direction, sanction, request or approval under any provision of this Bond Trust Deed.

20. **Special Resolution**

The powers set out in this Schedule except the provisions mentioned in the Private Placement Offer Letter, shall be exercisable by a resolution passed by votes representing 3/4th (Three Fourths) of the aggregate outstanding amount of the Bonds, at a meeting of the Bondholders duly convened and held in accordance with provisions herein contained ("**Special Resolution**").

21. **Resolution**

A resolution passed by votes representing the outstanding amount of the at a general meeting of the Bondholders 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 resolution shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

22. **Minutes**

Minutes of all resolutions and proceedings of every such meeting as aforesaid shall be recorded and duly entered in books maintained for the said purpose and any such minutes as aforesaid, if purported to be signed by the chairman of the meeting at which such resolutions were passed or proceedings held or by the chairman of the next succeeding meeting of the Bondholders, 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 so recorded 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.

Notwithstanding anything herein contained, it shall be competent for all the Bondholders to exercise the rights, powers and authorities of the Bondholders under this Bond Trust Deed by a letter or letters signed by or on behalf of the Bondholders representing 3/4th (Three Fourth) of the aggregate outstanding amount of the Bonds without convening a meeting of the Bondholders as if such letter or letters constituted a Special Resolution, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

23. **Provisions for the Written Consent of the Bondholders**

- (a) For any written consent of the Bondholders, the Bond Trustee (or as applicable, the Issuer or a Bondholder) shall provide a notice in writing to the last available address of each Bondholder at least 10 (Ten) Business Days prior to the date on which any decision is required to be made or consent is to be provided. The record date of such notice shall be the date falling 3 (Three) Business Days prior to the date of dispatch of such notice.
- (b) If the notice specifies any notice period, then any consents received after such notice period will not be accepted. The Bondholders are required to submit their consent only in written form to the Bond Trustee.

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PART B OF THE BOND TRUST DEED

SECTION 1



FINANCIAL COVENANTS AND CONDITIONS

1. INTEREST RATE AND MANNER OF PAYMENT

- 1.1 The Bonds shall carry interest at the interest rate set out in the Private Placement Offer Letter from the Deemed Date of Allotment.
- 1.2 The Interest rate is fixed, subject to the Step Up Coupon Rate, payable annually from the Deemed Date of Allotment until Maturity Date the Bonds or may otherwise be set out in the Term Sheet.
- 1.3 The Bonds will have a step-up in the Interest Rate only once during the whole life of the instrument, on the first Call Option Date, which is after the expiry of 10 (Ten) years from the Deemed Date of Allotment, only if the Call Option is not exercised by the Issuer.
- 1.4 The Step Up Coupon Rate shall be 50 bps (Fifty basis points). The Interest Rate of the Bonds shall be stepped up by an additional 0.50% per annum for subsequent years if the Call Option is not exercised by the Issuer after the end of the 10th (Tenth) year from the Deemed Date of Allotment. After application of the Step Up Coupon Rate, the aggregate Interest Rate in aggregate shall be 8.48% per annum.
- 1.5 The Step Up Coupon Rate shall be applicable on the Business Day immediately succeeding the expiry of 10 (Ten) years from the Deemed Date of Allotment, if the Call Option has not been exercised by the Issuer.
- 1.6 The Interest payable on Bonds shall be computed on actual/actual day count basis.
- 1.7 The payment of Interest on Bonds, shall be made to the Bondholders, whose name is registered in the Register of Bondholders on the Record Date.
- 1.8 The final Interest for Bonds shall be paid along with the Maturity Amount.
- 1.9 As the pay-in date and the Deemed Date of Allotment fall on the same date, interest on Application money for Bonds shall not be payable.
- 1.10 Further, if the date of payment of Interest rate for Bonds specified does not fall on a working day, the Interest payment for Bonds shall be made on the following working day without any liability of Interest from the original date to the actual date of payment.

2. DEFAULT INTEREST

- 2.1 The Issuer shall pay default interest of 2% (two percent) per annum over the Interest Rate for the defaulting period in case of default in payment of Interest or Maturity Amount. Payment of default interest is subject to (i) Clause 18 (*Lock-In Clause*) Schedule 1 of Part B (*Financial Covenants and Conditions*), and (ii) approval by the RBI of payment of the Maturity Amount.
- 2.2 The Issuer shall pay default interest of 2% (two percent) per annum over the Interest Rate will be payable by the Issuer for the period of delay in cases where the Bond Trust Deed is not executed in accordance with the timeline under Applicable Law.
- 2.3 The Issuer shall pay default interest 1% (one percent) per annum over the Interest Rate will be payable by the Issuer for the period of delay between the Deemed Date of Allotment and the date of listing, in accordance with the timeline under Applicable Law.
- 2.4 Additionally, default interest shall be payable in accordance with the SEBI NCS Regulation as amended from time to time.

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3. MATURITY PERIOD

- 3.1 The tenor of the Bonds is perpetual, perpetual, unless the Call Option is exercised on the Call Option Date (which may be exercised by the Issuer subject to receipt of prior approval of the RBI).
- 3.2 The outstanding Maturity Amount of the Bonds, together with accrued but unpaid Interest and additional interest, if any, may be paid by the Issuer only on the Call Option Date by exercising the call option ("**Call Option**"), and with prior RBI approval in writing. The Bonds will not carry any obligation, for Interest or otherwise, after the Maturity Date and all amounts due have been paid.
- 3.3 In the event that the Issuer is required to pay the outstanding Maturity Amount of the Bonds in full or in part, or pay any monies in respect thereof including accrued Interest, before the Call Option Date, due to change in applicable laws or under the terms of the Bond Trust Deed including on the occurrence of an Event of Default, the Issuer shall ensure that it shall obtain all requisite approvals, if any, of the RBI or any other applicable authorities and such maturity and payment shall be subject to receipt of such approvals, as applicable.
- 3.4 The Bonds are not payable at the instance of the Bondholder or without the consent of the RBI.
- 3.5 The Bonds held in dematerialized form shall be taken as discharged on payment of the Maturity Amount by the Issuer on maturity to the registered Bondholders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders.
- 3.6 If the Maturity Date (also being the last Coupon Payment Date) falls on a day which is not a working day, the Maturity Amount shall be paid on the immediately preceding working day along with the Interest accrued on the Bonds until but excluding the Interest on Maturity Date.
- 3.7 No action will ordinarily be required on the part of the Bondholder, at the time of payment of Interest / Maturity Amount, and the Maturity Amount or Coupon Payment, respectively, will be paid (i) in the case of Bonds held in dematerialised form, by cheque or pay order or electronic mode to those Bondholders whose names appear on the list of Beneficial Owners given by the Depositories to the Issuer on the Record Date; and (ii) in the case of any Bonds rematerialized in physical form, to those Bondholders whose names appear in the Register of Bondholders maintained by the Issuer or the Registrar on the Record Date fixed for the purpose of the Maturity Date.
- 3.8 The Bonds held in demat form will be simultaneously extinguished to the extent of the amount redeemed through appropriate debit corporate action upon maturity of the corresponding value of the Bonds. It may be noted that in the entire process mentioned above, no action is required on the part of Bondholders.
- 3.9 In the case of any Bonds rematerialized in physical form, the Issuer may require any Bond certificate(s), duly discharged by the sole holder or all the joint-holders signed on the reverse of the Bond certificate(s), to be surrendered for payment on Maturity Date and sent by the Bondholders by registered post with acknowledgment due or by hand delivery to the Registrar, or the Issuer or to such persons at such addresses as may be notified by the Issuer from time to time. Bondholders may be requested to surrender the Bond certificate(s), in the manner stated above, not more than 3 (Three) months and not less than 1 (One) month prior to the Maturity Date so as to facilitate timely payment.

4. PUT OPTION

There is no put option applicable in this Issue.

5. **CALL OPTION**

- 5.1 The Issuer may at its sole discretion, exercise the Call Option on the outstanding Bonds on the Call Option Date (being the date falling on the 10th (Tenth) anniversary of the Deemed Date of Allotment or any annual anniversary date thereafter), which may be exercised by the Issuer subject to receipt of prior approval of the RBI. If the Call Option Date falls on a day is not a non-Business Day, the Issuer shall exercise the Call Option will on the preceding Business Day ("**Call Option Date**").
- 5.2 The Issuer shall seek the approval of the RBI prior to the Call Option Date. The Call Option can only be exercised with the prior approval of the RBI. The RBI may or may not provide its approval and may take into account varying factors.
- 5.3 Upon the receipt of the approval of the RBI, the Issuer shall have the right, but not the obligation to pay the Maturity Amount on the Bonds on any Call Option Date by providing a notice in writing to the Bond Trustee intimating it of the exercise of the Call Option at least 21 (Twenty One) calendar days prior to the relevant Call Option Payment Date or such other timeline as required under applicable law ("**Call Option Notice**"). No further notices will be provided by the Issuer.
- 5.4 To exercise the right to require payment of the Bonds on the Call Option Date, the Issuer must deliver a duly signed and acknowledged Call Option Notice at the registered office of the Bond Trustee by registered post or courier or by hand delivery to the registered office of the Bond Trustee.
- 5.5 The Issuer shall provide a copy of the Call Option Notice to the Stock Exchanges and shall make an advertisement in an English national daily and regional daily having wide circulation at the place where the registered office of the Issuer is situated, indicating the details of such rights of the Issuer and the Bond Holders to whom such Call Option Notice is addressed.
- 5.6 The Issuer must redeem the Bonds in respect of which the Call Option has been exercised by making payment of the Maturity Amount up to the Call Option Date. All accrued Interest will be paid up to but excluding the Call Option Date.
- 5.7 Following the Call Option Date, the Issuer shall make disclosures as required under applicable law. For the purposes of determining the Bond Holders to whom the Call Option amounts should be paid, the Issuer will use the Record Date.
- 5.8 The Interest shall be payable on an actual/actual day count basis until the date of exercise of such Call Option.

6. **PAYMENTS**





Payment of the Maturity Amount and Interest will be made to the registered holder and in case of joint holders to the one whose name stands first in the Register of Bondholders or list maintained by the Depositories. Such payments shall be made by cheque or warrant drawn or RTGS/ECS/NECS/NEFT by the Issuer.

7. **TAXATION**

- 7.1 As there is no interest payable on Application money, consequently there will be no deduction of tax at source under the I.T. Act or any other statutory modification or enactment thereof.
- 7.2 Interest on Bonds from Deemed Date of Allotment, shall be subject to prevailing tax laws.

8. **BONDHOLDERS NOT ENTITLED TO SHAREHOLDER'S RIGHTS**

- 8.1 The Bondholders 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 or to receive annual reports of the Issuer.

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8.2 If, however, any resolution affecting the rights attached to the Bonds is placed before the shareholders of the Issuer, such resolution will first be placed before the Bond Trustee for its consideration and requisite action.

9. **VARIATION OF BONDHOLDERS RIGHTS**

The rights, privileges and conditions attached to the Bonds may be varied, modified or abrogated with the consent in writing of the Bondholders, holding majority of the amount outstanding on the Bonds (or any other limits as mentioned in the Companies Act, or any other relevant law, as may be applicable) or with the sanction accorded pursuant to a resolution passed at a meeting of the Bondholders.

10. **INFORMATION**

10.1 The Issuer has set out below the bank account details to the Bond Trustee from which the Issuer proposes to pay the Interest and Maturity Amount for the Bonds and pre-authorises the Bond Trustee(s) to seek information on payment of Interest and Maturity Amount for the Bonds from the Issuer's bank account. The Issuer shall also inform the Bond Trustee(s) of any change in its bank details provided in this respect, within 1 (One) Stock Exchange Working Day of such change.

Sr. No.	Particulars	Details
1.	Name of the bank	HDFC Bank Limited
2.	Account number	00032300002162
3.	Account type	Current Account
4.	Branch address, including the email address and phone number	209 - 214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001 Phone No : 01204894174 Email ID : mahesh.gairaula@hdfcbank.com

10.2 The Issuer, subject to any changes in Applicable Laws from time to time:

- (a) shall notify to the stock exchanges, Depositories and Bond Trustee the status of payment of Bonds within 1 (One) Stock Exchange Working Day of Maturity Date. While notifying the status of payment to the Bond Trustee, the Issuer shall also notify to the Bond Trustee(s) that they have informed the status of payment or otherwise to the stock exchange(s) and Depositories. If the Issuer fails to notify the status of payment of the Bonds within the required timelines, then the Bond Trustee shall seek the status of payment from the Issuer and/or conduct an independent assessment from banks, investors, rating agencies and other transaction parties to determine the status of payment of the Bonds. Based on such an assessment, the Bond Trustee shall notify the stock exchange(s) and Depositories the status of payment of the Bonds within 9 (Nine) Stock Exchange Working Days of the Maturity Date. If notices of the status of payment of the Bonds is not received by the stock exchange(s) and Depositories within the required timeline, transactions in such Bonds will continue to be restricted and such restrictions will continue until any further notification is received from the Issuer or the Bond Trustee regarding the status of payment of such Bonds.
- (b) shall inform the stock exchange(s), Depositories and Bond Trustee(s) latest by the 2nd (Second) Stock Exchange Working Day of April of each financial year on the updated status of payment of the Bonds. If the Issuer fails to notify the updated status of payment of the concerned Bonds, within the required timelines, the Bond Trustee(s) shall carry independent assessment as given at Paragraph 10.2 (a) of the Section 1 of Part B above and notify the status of payment of Bonds to the stock exchanges and Depositories within 7th (Seventh) Stock Exchange Working Day of April of each Financial Year.

10.3 If applicable, in case of any developments or events that impact the status of default of the Bonds (including restructuring of the Bonds, any insolvency proceedings or any other applicable event), the Issuer or the Bond Trustee shall notify the stock exchanges and Depositories within 1 (One) Stock Exchange Working Day of such development.

11. **ISIN DETAILS**

The ISIN for Series 222 Bonds is: INE020B08EJ6.

12. **RIGHT TO FURTHER ISSUE UNDER THE ISIN**

The Issuer reserves right to effect multiple issuances under the same ISIN with reference to the SEBI Operational Circular. The Issue can be made either by way of creation of a fresh ISIN or by way of issuance under the existing ISIN at premium, par or discount as the case may be in line with the SEBI Operational Circular.

13. **BUYBACK, PURCHASE, RE-ISSUE, CONSOLIDATION AND RE-SALE OF BONDS**

13.1 The Issuer will have the power, subject to Applicable Law, and its Memorandum and Articles of Association, exercisable at its absolute discretion at any time and from time to time, buyback or purchase the Bonds at discount, at par or premium in the open market prior to the Maturity Date of the Bonds. Such Bonds may, at the option of the Issuer, be cancelled, held or resold at such a price and on such terms and conditions as the Issuer may deem fit and as may be permitted by Applicable Laws.

13.2 The Issuer will have power, exercisable at its sole and absolute discretion from time to time to repurchase a part or all of the Bonds from the secondary markets or otherwise at any time prior to the date of maturity in accordance with Applicable Laws. In the event of a part or all of the Bonds being repurchased or redeemed under any circumstances whatsoever, the Issuer shall have, and shall be deemed always to have had, the power to reissue the Bonds either by reissuing the same Bonds or by issuing other the Bonds in their place. Further the Issuer, in respect of such repurchased or redeemed the Bonds shall have the power, exercisable either for a part or all of those the Bonds, to cancel, keep alive, appoint nominee(s) to hold or reissue at such price and on such terms and conditions as it may deem fit and as permitted by Applicable Laws. The Bonds can be repurchased by the Issuer through its beneficiary demat account in accordance with the norms prescribed by NSDL and CDSL. The Issuer shall also have the right to consolidate the Bonds in accordance with Applicable Laws.

14. **MISCELLANEOUS**

14.1 **Side Letters:** Not Applicable.

14.2 **Accelerated Payment:** The payment of the Bonds can be accelerated only on the occurrence of an 'Event of Default'. The provisions in respect of acceleration of payments are as set out in Clause 10.3 (*Remedies*) of Part A of this Bond Trust Deed. Any 'Event of Default' shall be subject to the relevant exclusion as set out in Clause 10.9 (Exclusion) of Part A of this Deed.

14.3 **Recovery Expense Fund:**

- (a) The Issuer has created and will maintain a recovery expense fund as required under Applicable Law.
- (b) The recovery expense fund will be maintained with the BSE as the designated stock exchange and shall be subject to the guidelines issued under Applicable Law.
- (c) The utilization of the recovery expense fund shall be in accordance with the SEBI Debenture Trustee Operational Circular.
- (d) The Bond Trustee shall issue a 'No Objection Certificate' to the designated stock exchange for refund of balance in the recovery expense fund to the Issuer on repayment of obligations to the Bondholders. The Bond Trustee shall satisfy that there is no 'default' on any other listed debt securities of the Issuer before issuing such No Objection Certificate.

14.4 **Event of Default:** The provisions on an 'Event of Default', including (i) conditions and consequences of breach of covenants, (ii) consequences of an Event of Default, and (iii) the manner of voting/conditions of joining an

Intercreditor Agreement, are set out in Clause 10 (*Events of Default and Remedies*) of Part A of this Bond Trust Deed. Any 'Event of Default' shall be subject to the relevant exclusion as set out in Clause 10.9 (Exclusion) of Part A of this Deed.

- 14.5 **Documents and Information:** The Issuer shall provide the Bond Trustee the documents and information as required under the SEBI Debenture Trustee Operational Circular, in respect of unsecured and listed non-convertible debentures, to enable the Bond Trustee to carry out due diligence on a continuous basis and submit its reports and certifications under Applicable Law.

15. **ENFORCEMENT**

At any time after the Bonds or any of them have become repayable and have not been repaid, the Bond Trustee may at their discretion and without further notice institute such proceedings against the Issuer as they may think fit to enforce repayment thereof together with accrued interest and all other monies payable in respect thereof but they shall not be bound to take any such proceedings unless:

- (a) The Bond Trustee is requested in writing by the Bondholder(s)/Beneficial Owner(s) of the Bonds;
- (b) The Bond Trustee is indemnified to its satisfaction by the Bondholder(s)/Beneficial Owner(s) of the Bonds.

16. **SENIORITY**

The claims of the holders of the Bonds shall be:





- (a) Superior to the claims of the holders of the equity shares issued by the Issuer; and
- (b) Subordinated to the claims of all other creditors of the Issuer.

17. **CAPITAL TREATMENT**

- 17.1 The Bonds shall be eligible to be treated as Tier I capital up to 15% of total Tier I capital and the limits will be calculated on the amount of Tier I capital as on March 31 of previous year after deduction of goodwill and other intangible assets but before the deduction of investments. The amount of Bonds in excess of amount admissible as Tier I shall qualify as Tier II capital subject to provisions contained in the NBFC Directions.
- 17.2 The Bonds will not be subject to a progressive discount for capital adequacy purposes since these are perpetual in accordance with the NBFC Directions or as otherwise required under Applicable Law.

18. **LOCK-IN CLAUSE**

- 18.1 Pursuant the NBFC Directions, outlining the terms and conditions applicable to perpetual debt instruments for being eligible for inclusion in Tier I and/or Tier 2 capital:
- (a) The Bonds shall be subjected to a lock-in pursuant to which the Issuer may defer the payment of Interest, if:
 - (i) The CRAR of the Issuer is below the minimum regulatory requirement prescribed by RBI; or
 - (ii) the impact of such payment results in CRAR of the Issuer falling below or remaining below the minimum regulatory requirement prescribed by RBI.
 - (b) In the event that making of any Interest payment by the Issuer may result in net loss or increase the net loss of the Issuer, the making of such of Interest payment

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by the Issuer shall be subject to the prior approval of the RBI and shall be made on receipt of such approval provided that the CRAR remains above the regulatory norm after the making of such payment.

- (c) The Interest on the Bonds shall not be cumulative except in cases as in 18.1 (a) above.
- (d) All instances of invocation of the lock-in clause shall be notified by the Issuer to the RBI or as otherwise required under Applicable Law.

18.2 The invocation of the lock-in clause by the Issuer shall not be construed as a default committed by the Issuer and shall not result in the occurrence of an ‘Event of Default’ (by whatsoever name called) in respect of the Bonds.

19. **GRANT OF ADVANCE AGAINST THE PERPETUAL DEBT INSTRUMENT**

The Issuer shall not grant any advance against the Bonds.

20. **REPORTING AND DISCLOSURE**

- 21.1 The Issuer has submitted a report to the regional office of the RBI containing the Issue details accordance with the NBFC Directions and including submission of copy of the Private Placement Offer Letter to the RBI after the Issue was completed.
- 21.2 The Issuer shall make suitable disclosures in the annual report in respect of the Bonds as set out in the NBFC Directions.

21. **TERM SHEET**

The Term Sheet for the Bonds is set out in Section 4 of Part B of the Bond Trust Deed.

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SECTION 2

REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS OF THE ISSUER

1. The representations, warrants and covenants made by the Issuer to the Bond Trustee hereunder are made as of the date hereof and as of each date until the Maturity Date, and are valid until the Maturity Date.

2. The Issuer affirms represents and covenants as follows:

(a) Save as disclosed in the Private Placement Offer Letter, the Issuer has complied with and shall comply with the provisions of the RBI Act, Companies Act, SEBI Act, SEBI NCS Regulations, the SCD Rules, PAS Rules, the NBFC Master Circular, SEBI Operational Circular, SEBI Debenture Trustee Operational Circular, and all other Applicable Law, and agrees to furnish information on a regular basis to the Bond Trustee as required under the above regulations, SEBI LODR Regulations and other Applicable Law;

(b) None of the Directors of the Issuer is a person who is disqualified to hold office of director under Section 164 of the Companies Act.

3. The Issuer hereby represents and warrants to the Bond Trustee that:

(a) Corporate Status

The Issuer:

(i) is duly incorporated in India under the Companies Act, 1956 and validly existing company under the Companies Act;

(ii) is a public limited company listed on the BSE and NSE; and

(iii) has power and authority to own its properties and assets and to transact the business in which it is engaged or proposes to be engaged and to do all things necessary or appropriate to consummate the transactions contemplated by this Bond Trust Deed.

(b) Corporate Power and Authority

The Issuer has the corporate power to execute and deliver and to comply with the provisions of this Bond Trust Deed and that it has taken all necessary corporate and other action(s) to authorise the execution, delivery and performance by it of such other documents as have been executed and delivered as of each date this representation and warranty is made or deemed made in connection with the Issue of the Bonds.

(c) No Violation

Neither the execution and delivery by the Issuer of this Bond Trust Deed nor the other documents as have been executed and delivered in connection with the Issue of the Bonds as of each date this representation and warranty is made or deemed to be made, nor the Issuer's compliance with or performance of the terms and provisions hereof or thereof (i) will contravene, in any material respect, any provision of any Applicable Law, or any order, writ, injunction or decree of any court or Government Authority; (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, in any material respect of, or constitute a default under, any contract or instrument to which the Issuer is a party; and (iii) will violate any provisions of the Memorandum and Articles.

(d) Governmental Approvals

Otherwise specifically mentioned under this document, no separate approval, clearance, permission or consent from a Government Authority is required to authorise, or is required in connection with: (i) the execution, delivery and performance by the Issuer of this Bond Trust Deed or any of the documents executed in connection with the Issue of the Bonds; or (ii) the legality, validity, binding effect or enforceability, hereof or thereof, in each case, a lack of which would have a Material Adverse Effect.

(e) Litigation

To the best of the Issuer's knowledge, there are no actions, suits or proceedings pending or threatened against the Issuer, including with respect to governmental, statutory or other approvals, which could reasonably be expected to have a Material Adverse Effect.

(f) Tax Returns and Payments

The Issuer has filed all tax returns required by Applicable Law to be filed by it and has paid all taxes payable by it which have become due pursuant to such tax returns, save and except those not yet delinquent and/or contested in good faith and for which adequate reserves have been established or provision made, to the extent required by the Applicable Laws.

(g) Compliance with Applicable Law

The Issuer to the best of its knowledge is in compliance in all material respects with the Applicable Laws in respect of the conduct of its business and the ownership of its property. The Parties to this Bond Trust Deed will ensure that this Bond Trust Deed and other documents in relation to the Issue of the Bonds executed is and those to be executed will, when executed, be in proper legal form under the respective governing laws for the enforcement thereof and all consents and permissions required have been or will be obtained in accordance with Applicable Laws.

(h) Material Adverse Effect

To the best of the Issuer's knowledge, there are no facts or circumstances, conditions or occurrences which could collectively or otherwise reasonably be expected to result in a Material Adverse Effect or which could lead to a breach of any of the provisions of this Bond Trust Deed.

(i) Assurance

The Issuer shall execute all such deeds, documents and assurances and do all such acts and things as the Bond Trustee may reasonably require for exercising the rights under these presents and the Bonds.

(j) Solvency

(i) The Issuer is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it will not be deemed by a court to be unable to pay its debts within the meaning of the Applicable Laws, nor in any such case, will it become so in consequence of entering into this Bond Trust Deed.

(ii) The Issuer, by reason of financial difficulties, has not commenced negotiations with one or more of its creditors with a view to rescheduling its indebtedness.

(iii) The value of the assets of the Issuer is more than its respective liabilities and it has sufficient capital to carry on its business.




- (iv) The Issuer has not taken any corporate action nor has taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

4. The Issuer hereby covenants with the Bond Trustee that the Issuer shall (except as may otherwise be previously agreed in writing by the Bond Trustee):

- (a) Promptly inform the Bond Trustee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a Material Adverse Effect on the Issuer's profits or business and the reasons therefore;
- (b) Promptly inform the Bond Trustee of any loss or damage, which the Issuer may suffer due to force majeure circumstances or act of God against which the Issuer may not have insured its properties;
- (c) Promptly inform the Bond Trustee of any change in the composition of its Board of Directors;
- (d) Not declare or pay any dividend to its shareholders during any financial year unless it has paid the installment of Maturity Amount and Interest then due and payable on the Bonds, or has made provision satisfactory to the Bond Trustee for making such payment.
- (e) Execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Bond Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Bond Trustee, pay the stamp duty on this Bond Trust Deed on or at the time of execution of this Bond Trust Deed and all reasonable costs of the Bond Trustee (including legal costs) and other charges, if any, incurred in connection with the stamping and if, any penalty or legal costs or any other charges are paid by the Bondholders.
- (f) Comply with directions of any regulatory authority in relation to the Bond Issue and perform and observe in all material respects including in a timely manner, all its covenants as contained in this Bond Trust Deed.
- (g) Promptly inform the Bond Trustee of any amalgamation, reconstruction or merger scheme proposed by the Issuer.

5. The Issuer hereby undertakes and agrees with the Bond Trustee:

- (a) The Issuer shall, as soon as possible but not later than (unless otherwise specified) 15 (Fifteen) Business Days from the occurrence of any of the events set out below:
 - (i) on occurrence of a rating downgrade event, notify the Bond Trustee within 1 (One) day of such change;
 - (ii) shall furnish, upon the request of the Bond Trustee such documentation and other evidence as is reasonably requested by the Bond Trustee (including on behalf of any Bondholders) for such Bondholders to conduct any "know your customer" or other similar procedures under Applicable Law;
 - (iii) Issuer shall inform the Bond Trustee in respect of any change in nature and conduct of business by Issuer before such change;
 - (iv) Issuer shall inform the Bond Trustee of any major change in Board of Directors, which may amount to change in control in accordance with SEBI (Substantial Acquisition of Shares and Takeovers) Regulations 2011, as amended;
 - (v) Issuer shall keep proper books of accounts open for inspection by the Bond Trustee;

  GURUGRAM REIT LIMITED Issuer	 Bescon Trusteeship Limited Bond Trustee
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- (vi) furnish information required by the Bond Trustee for the effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc., including any information the Bond Trustee may be required to disclose to third parties in accordance with Applicable Law;
 - (vii) furnish information regarding initiation of a forensic audit containing the details as disclosed to the stock exchanges pursuant to the SEBI LODR Regulations; and
 - (viii) subject to the grace periods in Clause 10.1 of Part A, and notwithstanding any timeline in this paragraph 5 (a) of Section 2 (*Representations, Warranties, Covenants and Undertakings of the Issuer*) of Part B, furnish information to the Bond Trustee of a breach of covenant pursuant to this Bond Trust Deed.
- (b) The Issuer shall comply with Applicable Laws, in so far as they are applicable to the Bonds and furnish to the Bond Trustee such data, information, statements and reports as may be deemed necessary by the Bond Trustee in order to enable them to comply with the provisions the said regulations thereof in performance of their duties in accordance therewith to the extent applicable to the Bonds.
 - (c) The Issuer shall promptly and expeditiously attend to and redress the grievances, if any, of the Bondholders. The Issuer further undertakes that it shall promptly comply with the reasonable suggestions and directions that may be given in this regard, from time to time, by the Bond Trustee and shall inform the Bond Trustee periodically of such compliance.
 - (d) The Issuer shall not enter into any amalgamation, demerger, merger, acquisition or reconstruction which in any manner violates overrides or circumscribe the provisions of securities laws or exchange requirements or any other Applicable Laws.
 - (e) The Issuer shall, on demand, forward to Bond Trustee a quarterly report inter alia containing the following particulars (i) updated list of names and addresses of the Bondholders; (ii) details of Interest on Bonds due but unpaid and reasons thereof; and (iii) number and nature of grievances received (iv) resolved by the Issuer; and (v) unresolved by the Issuer and the reasons for the same and any other information as required under the Applicable Law.
 - (f) The Issuer shall furnish to stock exchange(s) half yearly communication as required under the SEBI LODR Regulations.
 - (g) The Issuer shall forward the details of Bondholders, or procure the Registrar to forward the details of the Bondholders, to the Bond Trustee, on the Deemed Date of Allotment and thereafter by the 7th (Seventh) working day of every following month or as otherwise required in accordance with Applicable Law.
 - (h) The Issuer shall submit a statutory auditor's certificate on a half yearly basis required under the SEBI LODR Regulations or such other timeline in accordance with Applicable Law, containing the covenant compliance certificate to the Bond Trustee on a half yearly basis, within 45 (Forty Five) days of each half year or such other timeline in accordance with Applicable Law.
 - (i) The Issuer shall submit an security cover certificate to the Bond Trustee on a quarterly basis, within 60 (Sixty) days from the end of the first, second, and third quarter of each financial year and 75 (Seventy Five) days from the end of the fourth quarter of each financial year, or such other timeline in accordance with Applicable Law, and in the format specified by the SEBI Debenture Trustee Operational Circular, and as amended from time to time, if applicable.

- (j) The Issuer shall provide the details of the filings made with the registrar of companies and SEBI, regarding the Bonds, to the Bond Trustee.
- (k) The Issuer shall within 45 (Forty Five) days from the end of every quarter submit to the stock exchange, a statement indicating the utilization of issue proceeds of Bonds, which shall be continued to be given till such time the issue proceeds have been fully utilised or the purpose for which these proceeds were raised has been achieved.

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SECTION 3

APPOINTMENT, REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERTAKINGS AND DUTIES OF THE BOND TRUSTEE



1. Representations, Warranties, Covenants and Undertakings of Bond Trustee

- 1.1 The Bond Trustee is registered with the SEBI under a valid and subsisting registration no. IND000000569 to act as a debenture/bond trustee and its certificate of registration is valid for permanent unless suspended or cancelled by the SEBI. The Bond Trustee shall ensure that the certificate of registration remains in force. The Bond Trustee shall immediately inform the Issuer if its registration is cancelled or withheld, for any reason whatsoever.
- 1.2 The Bond Trustee has complied with and shall comply with all Applicable Laws, regulations and guidelines, including but not limited to the SEBI DT Regulations, SEBI Debenture Trustee Operational Circular, and the SEBI NCS Regulations.
- 1.3 The Bond Trustee shall make all efforts and carry out such acts as are necessary for the protection of the Bondholders and to do all things necessary in order to resolve the grievances of the Bondholders.
- 1.4 The Bond Trustee shall exercise due diligence at all times, ensure proper care and exercise independent professional judgment.
- 1.5 The Bond Trustee shall take appropriate measures for protecting the interest of the Bondholders as soon as any breach of this Bond Trust Deed or Applicable Law comes to its notice.
- 1.6 The Bond Trustee shall be responsible for the acts or omissions of its employees and agents in respect to the conduct of its business.
- 1.7 Bond Trustee further represents that it:
 - (a) is not an associate of the Issuer;
 - (b) does not hold beneficially holds shares in the Issuer;
 - (c) is not a promoter, director or key managerial personnel or any other officer or an employee of the Issuer or its holding, subsidiary or associate company;
 - (d) is not beneficially entitled to moneys which are to be paid by the Issuer otherwise than as remuneration payable to the Bond Trustee;
 - (e) is not indebted to the Issuer, or its subsidiary or its holding or associate company or a subsidiary of such holding company;
 - (f) has not furnished any guarantee in respect of the principal debts secured by the Bonds or Interest thereon;
 - (g) has no any pecuniary relationship with the company amounting to 2% (Two per cent.) or more of its gross turnover or total income or 50 (Fifty) Lakh or such higher amount as may be prescribed, whichever is lower, during the 2 (Two) immediately preceding financial years or during the current financial year;
 - (h) is not relative of any promoter or any person who is in the employment of the company as a director or key managerial personnel; and
 - (i) is not likely to have conflict of interest in any other manner:

2. Duties of Bond Trustee

It shall be the duty of Bond Trustee to:

- (a) satisfy himself that the Bond Trustee Agreement and/or the Consent Letter does not contain any matter which is inconsistent with the terms of the Issue of the Bonds or with the Bond Trust Deed;
- (b) satisfy himself that the covenants in the Bond Trust Deed are not prejudicial to the interest of the Bondholders;
- (c) call for periodical status or performance reports from the Issuer within 7 (Seven) days of the relevant board meeting or within 45 (Forty-Five) days of the respective quarter, whichever is earlier;
- (d) communicate promptly to the Bondholders, defaults, if any, with regard to payment of Interest or Maturity Amount of Bonds and action taken by the Bond Trustee in this respect;
- (e) ensure that the Issuer does not commit any breach of the terms of issue of Bonds or covenants of the Bond Trust Deed and take such reasonable steps as may be necessary to remedy any such breach;
- (f) inform the Bondholders immediately of any breach of the terms of Issue of Bonds or covenants of the Bond Trust Deed;
- (g) call for reports on the utilization of funds raised by the Issue of Bonds;
- (h) ensure that the assets of the Issuer issuing Bonds and of the guarantors, if any, are sufficient to discharge the Interest and Maturity Amount for Bonds at all times and that such assets are free from any other encumbrances except those which are specifically agreed to by the Bondholders;
- (i) do such acts as are necessary in an Event of Default;
- (j) take steps to convene a meeting of the Bondholders as and when such meeting is required to be held;
- (k) perform such acts as are necessary for the protection of the interest of the Bondholders and do all other acts as are necessary in order to resolve the grievances of the Bondholders;
- (l) ensure that the Bonds have been redeemed in accordance with the terms of the Issue of the Bonds;
- (m) perform such acts as are necessary for the protection of the interest of the Bondholders and do all other acts as are necessary in order to resolve the grievances of the Bondholders;
- (n) to take appropriate measures for protecting the interest of the Bondholders as soon as any breach of the Bond Trust Deed or Applicable Law comes to his notice;
- (o) ascertain and satisfy itself that:
 - (i) the Bonds have been credited in the dematerialised accounts of the Bondholders in accordance with the provisions of the SEBI DT Regulations, SEBI NCS Regulations, SEBI LODR Regulations, and any other regulations issued by the SEBI;
 - (ii) in the event that any Bondholder requests for re-materialisation of the Bonds, the requisite Bond certificates, are dispatched by the Issuer to the Bondholders;

 GURUGRAM REC LIMITED Issuer	 Beacon Trusteeship Limited Bond Trustee
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- (iii) interest warrants for Interest due on Bonds have been dispatched to the Bondholders on or before the due dates or in the case of Bonds in dematerialised form, all amounts of Interest have been paid on each Coupon Payment Date;
- (iv) Bondholders have been paid the monies due to them on the Maturity Date;
- (p) inform the SEBI immediately of any breach of the Bond Trust Deed or provision of any Applicable Law, which comes to the knowledge of the Bond Trustee;
- (q) exercise due diligence to ensure compliance by the Issuer, with the provisions of the Companies Act, the SEBI LODR Regulations, the listing agreement of the BSE and NSE, or the Bond Trust Deed or any other notifications, circulars, rules and regulations issued by the SEBI pertaining to debt issues;
- (r) comply with the provisions of the SEBI DT Regulations, and the SEBI Debenture Trustee Operational Circular, and all other Applicable Laws in respect of Bonds; and,
- (s) to disclose information pertaining to the Bonds to any third parties, as may be required from time to time, under Applicable Law.

3 Bond Trustee Disclosure

The Bond Trustee covenants to disclose all information whether in physical form or as may be required in to be placed on its website, or in electronic media, press-releases or any disclosures required to be made to the stock exchanges.



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SECTION 4


TERM SHEET FOR BONDS

REC Limited (formerly known as Rural Electrification Corporation Limited) proposes to raise perpetual, subordinated, listed, unsecured, taxable, rated, non-convertible bonds in the nature of debentures with Base Issue Size of Rs. 500 Crore under Series 222 with Green Shoe Option to retain oversubscription up to Rs. 1500 Crore.

Series	222
Security Name	7.98%REC Limited Perpetual FY 2023-24.
Issuer	REC Limited (formerly known as Rural Electrification Corporation Limited).
Type of Instrument	Perpetual, subordinated, listed, unsecured, taxable, rated, non-convertible bonds in the nature of debentures which shall be considered for calculation of Tier I and/or Tier II capital (within the limits as prescribed by the RBI).
Seniority	The claims of the holders of the Bonds shall be: (a) Superior to the claims of the holders of the equity shares issued by the Issuer; and (b) Subordinated to the claims of all other creditors of the Issuer.
Mode of Issue	Private placement.
Eligible Investors	Qualified institutional buyers (as defined under Regulation 2(1)(ss) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, which comprises of the following investors: <ul style="list-style-type: none"> a mutual fund, venture capital fund, alternative investment fund and foreign venture capital investor registered with the SEBI; foreign portfolio investor other than individuals, corporate bodies and family offices; a public financial institution; a scheduled commercial bank; a multilateral and bilateral development financial institution; a state industrial development corporation; an insurance company registered with the Insurance Regulatory and Development Authority of India; a provident fund with minimum corpus of Rs. 25 Crore; a pension fund with minimum corpus of Rs. 25 Crore; National Investment Fund set up by resolution no. F.No.2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; insurance funds set up and managed by army, navy or air force of the Union of India; insurance funds set up and managed by the Department of Posts, India; and systemically important NBFCs.
Non-Eligible classes of Investors	<ol style="list-style-type: none"> Investors which are not qualified institutional buyers; Minors; Non-resident investors being an individual including NRIs, QFIs which are individual, and FPIs which are individual or family offices; Venture capital fund and foreign venture capital investor; Overseas corporate bodies; Person ineligible to contract under applicable statutory/regulatory requirements; Resident individual investors; Hindu Undivided Families; and, Partnership firms.
Listing (including name of stock Exchange(s) where it will be listed and timeline for listing)	BSE and NSE. The Bonds will be listed on the BSE and NSE on or before 3 (three) trading days from the Issue Closing Date.
Rating of the Instrument	CRISIL AAA by CRISIL CARE AA+ by CARE
Total Issue Size	Rs. 2000 Crore with green-shoe option to retain oversubscription
Base Issue Size	Rs. 500 Crores
Option to retain oversubscription (Amount)	Rs. 1500 Crores. The Issuer confirms that the Green Shoe Option does not exceed five times the Base Issue Size.

Issuer



Bond Trustee

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Reasons of retaining oversubscription	To meet the Issuer's fund requirements for lending and repayment of liabilities.
Minimum Subscription	Not applicable as the Issue is being made on private placement basis.
Minimum Application and in multiples of Debt Securities thereafter	Application must be for a minimum size of Rs. 1 Crore (1 Bond) and in multiple of Rs. 1 Crore (1 Bond) thereafter.
Objects of the Issue	To augment long-term resources of the Issuer and for inclusion of the Bonds as part of the Tier I and/or Tier II capital of the Issuer in terms of RBI Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 as amended from time to time.
Details of the utilization of the Proceeds	The funds raised through the issue after meeting issue related expense, will be used for various financing activities, to repay the existing borrowing and for our business operations including our capital expenditure and working capital requirement.
Capital Treatment	<p>The Bonds shall be eligible to be treated as Tier I capital up to 15% of total Tier I capital and the limits will be calculated on the amount of Tier I capital as on March 31 of previous year after deduction of goodwill and other intangible assets but before the deduction of investments. The amount of Bonds in excess of amount admissible as Tier I shall qualify as Tier II capital subject to provisions contained in the NBFC Directions.</p> <p>Further, the Bonds will not be subject to a progressive discount for capital adequacy purposes since these are perpetual in accordance with the NBFC Directions or as otherwise required under applicable law.</p>
Tenure	Perpetual, unless the Call Option is exercised on the Call Option Date (being the date falling on the 10 th (Tenth) anniversary of the Deemed Date of Allotment or any annual anniversary date thereafter), which may be exercised by the Issuer subject to receipt of prior approval of the RBI.
Maturity Date / Redemption Date **	<p>Not applicable as the tenor of the Bonds is perpetual.</p> <p>The outstanding Maturity Amount of the Bonds, together with accrued but unpaid Coupon and additional interest, if any, may be paid by the Issuer only on the Call Option Date by exercising the call option ("Call Option"), and with prior RBI approval in writing. The Bonds will not carry any obligation, for Coupon or otherwise, after the Maturity Date and all amounts due have been paid.</p> <p>In the event that the Issuer is required to pay the outstanding Maturity Amount of the Bonds in full or in part, or pay any monies in respect thereof including accrued Coupon, before the Call Option Date, due to change in applicable laws or under the terms of the Bond Trust Deed including on the occurrence of an Event of Default, the Issuer shall ensure that it shall obtain all requisite approvals, if any, of the RBI or any other applicable authorities and such maturity and payment shall be subject to receipt of such approvals, as applicable.</p>
Coupon Rate	7.98%, subject to the Step Up Coupon Rate.
Step Up Coupon Rate	<p>The Bonds will have a step-up in the Coupon Rate only once during the whole life of the instrument, on the first Call Option Date, which is after the expiry of 10 (Ten) years from the Deemed Date of Allotment, only if the Call Option is not exercised by the Issuer.</p> <p>The Step Up Coupon Rate shall be 50 bps (Fifty basis points). In effect the Coupon Rate of the Bonds shall be stepped up by an additional 0.50% per annum for subsequent years if the Call Option is not exercised by the Issuer after the end of the 10th (Tenth) year from the Deemed Date of Allotment. After application of the Step Up Coupon Rate, the aggregate Coupon Rate in aggregate shall be 8.48% per annum.</p> <p>The Step Up Coupon Rate shall be applicable on the Business Day immediately succeeding the expiry of 10 (Ten) years from the Deemed Date of Allotment, if the Call Option has not been exercised by the Issuer.</p>
Step Down Coupon Rate	Not applicable.
Coupon Payment Frequency	Annually each year.
Coupon Payment Date*	The first Coupon Payment Date will be on 30 April 2024, and subsequently, on 30 April every year, subject to the exercise of the Call Option by the Issuer.

Coupon Type	Fixed (subject to the one-time Step Up Coupon Rate as applicable, if any).
Coupon Reset Frequency	Coupon Rate will be reset to include the Step Up Coupon Rate on the Business Day immediately succeeding the expiry of 10 (Ten) years from the Deemed Date of Allotment, if the Call Option has not been exercised by the Issuer.
Coupon Reset Process	The Coupon Rate will be reset to include the Step Up Coupon Rate only if the Call Option is not exercised by the Issuer.
Lock-In Clause	<p>Pursuant to paragraph 1 (viii) of Annexure XVII of the Master Direction - Non-Banking Financial Company – Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, dated 1 September 2016, as amended, outlining the terms and conditions applicable to perpetual debt instruments for being eligible for inclusion in Tier I and/or Tier 2 capital:</p> <p>A) The Bonds shall be subjected to a lock-in clause pursuant to which the Issuer may defer the payment of Coupon, if:</p> <p>(i) The capital to risk assets ratio (“CRAR”) of the Issuer is below the minimum regulatory requirement prescribed by RBI; or</p> <p>(ii) the impact of such payment results in CRAR of the Issuer falling below or remaining below the minimum regulatory requirement prescribed by RBI.</p> <p>B) In the event that making of any Coupon payment by the Issuer may result in net loss or increase the net loss of the Issuer, the making of such of Coupon Payment by the Issuer shall be subject to the prior approval of the RBI and shall be made on receipt of such approval provided that the CRAR remains above the regulatory norm after the making of such payment.</p> <p>C) The Coupon on the Bonds shall not be cumulative except in cases as in (A) above.</p> <p>D) All instances of invocation of the lock- in clause shall be notified by the Issuer to the RBI or as otherwise required under applicable law.</p> <p>The invocation of the lock-in clause by the Issuer shall not be construed as a default committed by the Issuer and shall not result in the occurrence of an ‘Event of Default’ (by whatsoever name called) in respect of the Bonds.</p>
Day Count Basis	Interest shall be computed on an “actual/actual basis”. Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year basis.
Interest on Application money	Not applicable.
Interest on Refunded Money against which Allotment is not made	Not applicable.
Default Interest Rate	<p>2% (two percent) per annum over the Coupon Rate will be payable by the Issuer for the defaulting period in case of default in payment of Coupon or Maturity Amount. Payment of such default interest is subject to the same conditions as set out above in “Lock-In Clause”, and to any other provision of this <i>Summary Term Sheet</i>.</p> <p>Further, default interest shall be payable in accordance with the NCS Regulation as amended from time to time.</p> <p>2% (two percent) per annum over the Coupon Rate will be payable by the Issuer for the period of delay in cases where the bond trust deed is not executed in accordance with the timeline under applicable law.</p>
Delay in listing	If there is delay in listing beyond 3 trading days from issue closing date then the Issuer shall pay penal interest 1% (one percent) per annum over the Coupon Rate for the period of delay to the investors i.e. from the Deemed Date of Allotment to the date of listing.
Maturity Amount / Redemption Amount (If Call Option is exercised)	At the face value of each Bonds, being Rs 1,00,00,000 per Bond. The Bonds are not payable at the instance of the Bondholder or without the consent of the RBI.

Maturity Redemption Premium or Discount (If Call Option is exercised)	Nil
Issue Premium/Discount	Nil
Issue Price	Rs. 1 Crore per Bond
Face Value	Rs. 1 Crore per Bond
Discount at which security is issued and the effective yield as a result of such discount.	Nil
Put Option Payment Date	Not Applicable.
Put Option Price	Not Applicable.
Put Notification Time	Not Applicable.
Put Option	Not Applicable.
Call Option Payment Date	<p>The Issuer shall seek the approval of the RBI prior to the Call Option Date. Please note, the Call Option can only be exercised with the prior approval of the RBI. The RBI may or may not provide its approval and may take into account varying factors.</p> <p>The Issuer may at its sole discretion, exercise the Call Option on the outstanding Bonds on the Call Option Date (being the date falling on the 10th (Tenth) anniversary of the Deemed Date of Allotment or any annual anniversary date thereafter), which may be exercised by the Issuer subject to receipt of prior approval of the RBI. If the Call Option Date falls on a day is not a non-Business Day, the Issuer shall exercise the Call Option will on the preceding Business Day ("Call Option Date").</p> <p>Upon the receipt of the approval of the RBI, the Issuer shall have the right, but not the obligation to pay the Maturity Amount on the Bonds on any Call Option Date by providing a notice in writing to the Bond Trustee intimating it of the exercise of the Call Option at least 21 (Twenty One) calendar days prior to the relevant Call Option Payment Date or such other timeline as required under applicable law ("Call Option Notice"). No further notices will be provided by the Issuer.</p> <p>To exercise the right to require payment of the Bonds on the Call Option Date, the Issuer must deliver a duly signed and acknowledged Call Option Notice at the registered office of the Bond Trustee by registered post or courier or by hand delivery to the registered office of the Bond Trustee.</p> <p>The Issuer shall provide a copy of the Call Option Notice to the Stock Exchanges and shall make an advertisement in an English national daily and regional daily having wide circulation at the place where the registered office of the Issuer is situated, indicating the details of such rights of the Issuer and the Bond Holders to whom such Call Option Notice is addressed.</p> <p>The Issuer must redeem the Bonds in respect of which the Call Option has been exercised by making payment of the Maturity Amount up to the Call Option Date. All accrued Interest will be paid up to but excluding the Call Option Date.</p> <p>Following the Call Option Date, the Issuer shall make disclosures as required under applicable law. For the purposes of determining the Bond Holders to whom the Call Option amounts should be paid, the Issuer will use the Record Date.</p> <p>The Coupon shall be payable on an actual/actual day count basis until the date of exercise of such Call Option.</p>
Call Option Price	Shall mean the aggregate of the Maturity Amount of the Bonds plus accrued Coupon, if any, for the period commencing from the immediately preceding Coupon Payment Date up to but excluding the date of payment of the Bonds, being the Call Option Date.
Call Notification Time	In accordance with the provision on 'Call Option Date' as set out above.
Bidding Date	27 April 2023
Issue Opening Date	27 April 2023

Issue Closing Date	27 April 2023
Pay-in Date	28 April 2023
Deemed Date of Allotment	28 April 2023
Settlement Cycle	T + 1 day ('T' being the bidding date as set out above)
No. of Applications	N.A.***
Issuance mode of the Instrument	In dematerialized mode.
Trading mode of the Instrument	In dematerialized mode.
Settlement mode of the Instrument	Payment of interest and repayment of principal shall be made by way of cheque(s)/ warrant(s)/ demand draft(s)/direct credit/ RTGS/ NECS/ NEFT or any other electronic mode offered by banks.
Depository	National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL).
Holiday Convention	<p>If the Coupon Payment Date falls on a holiday, the payment of Coupon up to original scheduled date, will be made on the following working day, however the dates of the future Coupon payments would be in accordance with the schedule originally set out in this <i>Summary Term Sheet</i> for issuance of the Bonds.</p> <p>If the Maturity Date (also being the Call Option Date) of the Bonds falls on a day that is not a Business Day, the maturity proceeds shall be paid by the Issuer on the immediately preceding Business Day along with interest accrued on the Bonds until but excluding the date of such payment.</p> <p>It is clarified that payment of Interest / Maturity Amount with respect to the Bonds shall be made only on the days when commercial banks are open for business in Mumbai.</p> <p>If the Record Date falls on a day which is not a Business Day, the immediately succeeding Business Day will be considered as the Record Date.</p>
Record Date	15 (Fifteen) days prior to each Coupon Payment Date or Maturity Date or Call Option Date.
All covenants of the Issue (including side letters, accelerated payment clauses etc).	<p>In addition to those set out in this summary term sheet, the covenants in relation to the Issue of Bonds are as set out in Annexure IV (Clause A) to the Private Placement Offer Letter.</p> <p><i>Side Letters:</i> The Issuer has not entered into any side letters containing separate covenants for the Bonds.</p> <p><i>Accelerated payment:</i> The payment of the Bonds can be accelerated only on the occurrence of an 'Event of Default'. For further details, please refer to Annexure IV (Clause B) to the Private Placement Offer Letter.</p>
Description regarding Security (where applicable) including type of security (movable/immovable/tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the Bondholder over and above the coupon rate as specified in the Bond Trust Deed and disclosed in the	The Bonds are unsecured.

Private Placement Offer Letter.	
Transaction Documents	<p>The Issuer has executed/ shall execute the documents including but not limited to the following in connection with the Issue:</p> <ol style="list-style-type: none"> 1. Letter appointing Bond Trustee to the Bondholders; 2. Bond trustee agreement; 3. Bond Trust Deed; 4. Rating letter from CRISIL; 5. Rating letter from CARE; 6. Tripartite agreement between the Issuer, Registrar and NSDL for issue of Bonds in dematerialized form; 7. Tripartite agreement between the Issuer, Registrar and CDSL for issue of Bonds in dematerialized form; 8. Letter appointing the Registrar; 9. Application made to BSE and NSE for seeking their in-principle approval for listing of Bonds; 10. Listing Agreement with BSE and NSE; 11. Letters appointing Arrangers to the Issue; and 12. Electronic bidding platform agreements with BSE and NSE dated August 24, 2016 and December 07, 2016, respectively.
Events of Default (including manner of voting /conditions of joining Inter Creditor Agreement)	<p>As set out in Annexure IV (Clause D) to the Private Placement Offer Letter.</p> <p>The invocation of the 'Lock-In Clause' by the Issuer shall not be construed as a default committed by the Issuer and shall not result in the occurrence of an 'Event of Default' (by whatsoever name called) in respect of the Bonds.</p>
Creation of Recovery Expense Fund	The Issuer will create a recovery expense fund with the BSE as the Designated Stock Exchange, in the manner as specified by the SEBI Debenture Trustee Operational Circular, as amended from time to time, and inform the Bond Trustee about the same.
Conditions for Breach of Covenants (as specified in the Bond Trust Deed)	<p>In cases of default by the Issuer in the performance or observance of any covenant, obligation, condition or provision contained in the Bond Trust Deed (other than the obligation to pay principal and Interest) and such default continues for 30 (thirty) business days or is not rectified within 7 (seven) business days after written notice has been given thereof by the Bond Trustee to the Issuer requiring the same to be remedied, the same will be construed as an Event of Default.</p> <p>In cases of default committed in payment of the Maturity Amount or 2 (two) consecutive defaults on payment of Coupon of the Bonds on the due date(s), unless it is due to technical error beyond control of the Issuer or subject to (i) the Lock in Clause, or (ii) exercise of discretion by the Issuer or (iii) RBI approval not forthcoming, as applicable, the same will be construed as an Event of Default.</p> <p>The Bond Trustee may waive any breach by the Issuer of any of the covenants and provisions in the Bond Trust Deed.</p>
Remedies on Events of Default	As mentioned in the Bond Trust Deed.
Cross Default	Not applicable.
Bond Trustee	BEACON Trusteeship Limited.
Registrar	Kfin Technologies Limited.
Role and Responsibilities of Bond Trustee	<p>The Bond Trustee shall protect the interest of the Bondholders as stipulated in the Bond Trust Deed and in the event of default by the Issuer in regard to timely payment of interest and repayment of principal and shall take necessary action at the cost of the Issuer.</p> <p>No Bondholder shall be entitled to proceed directly against REC unless the Bond Trustee, having become so bound to proceed, fail to do so.</p>
Risk Factors Pertaining to the Issue of Bonds	Please refer to Section X (<i>Risk Factors</i>) of the Private Placement Offer Letter for details in respect of risks relating to the Issue of Bonds.
Conditions precedent to subscription of Bonds	<p>The subscription from investors shall be accepted for allocation and allotment by the Issuer subject to the following:</p> <ol style="list-style-type: none"> 1. Rating letters from CRISIL and CARE will be valid as on the date of issuance and listing of the Bonds; 2. Seek a written consent letter from the Bond Trustee conveying their consent to act as Bond Trustee for the Bondholders; and 3. Making an application to BSE and NSE for seeking their in-principle approval for listing of Bonds.

Conditions subsequent to subscription of Bonds	<p>The Issuer shall ensure that the following documents are executed/ activities are completed in accordance with the time frame mentioned elsewhere in the Private Placement Offer Letter:</p> <ol style="list-style-type: none"> 1. Maintaining a complete record of private placement offers in Form PAS-5; 2. Filing a return of allotment of Bonds with complete list of all Bondholders in Form PAS-3 under Section 42(8) of the Companies Act, with the Registrar of Companies, National Capital Territory of Delhi and Haryana within 15 (fifteen) days of the Deemed Date of Allotment along with fee as provided in the Fees Rules; 3. Credit of demat account(s) of the allottee(s) by number of Bonds allotted within the stipulated time period from the Deemed Date of Allotment; 4. Making listing application for Bonds and receiving listing permission with BSE and NSE on or before 3 (three) trading days from the Issue Closing Date; and 5. Submission of Bond Trust Deed with BSE and NSE within 5 (five) working days of execution of the same for uploading on their website. <p>Further, the Issuer shall perform all activities, whether mandatory or otherwise, as mentioned elsewhere in the Private Placement Offer Letter.</p>
Mode of Subscription	Successful bidders are required to do the funds pay-in from their same bank account which is updated by them in the BSE Bond-EBP Platform while placing the bids and into the relevant designated bank account. In case of mismatch in the bank account details between the BSE Bond-EBP Platform and the bank account from which payment is done by the successful bidder, the payment will be returned back. Payment should be made by the deadline specified by the BSE. Successful bidders should do the funds pay-in to the bank accounts of the clearing corporation of the relevant Exchanges as further set out under the 'Issue Procedure' section of the Private Placement Offer Letter.
Settlement Mechanism	Through clearing corporation of BSE.
Allocation Option	Uniform yield.
Bidding type	Closed bidding.
Grant of advance against the perpetual debt instrument	The Issuer shall not grant any advance against the Bonds.
Reporting and disclosure	The Issuer shall submit a report to the regional office of the RBI containing the Issue details accordance with the NBFC Directions and including submission of copy of the Private Placement Offer Letter to the RBI promptly after the Issue is completed. Further, the Issuer shall make suitable disclosures in the annual report in respect of the Bonds as set out in the NBFC Directions.
Compliance with applicable law	The Bonds shall be fully paid-up, unsecured, and free of any restrictive clauses and the issue of the Bonds and the terms and conditions applicable thereto shall be compliant with the provisions of Companies Act, 2013 and all other laws for the time being in force including the rules, regulations, directions and guidelines issued by the applicable regulatory authorities. Further, the Issuer shall comply with the terms and conditions, if any, stipulated by SEBI / other regulatory authorities in regard to issue of the Bonds.
Governing Law and Jurisdiction	The Bonds are governed by and shall be construed in accordance with the existing laws of India. Any dispute arising thereof shall be subject to the jurisdiction of courts of New Delhi.

* Under the SEBI Operational Circular, if the Coupon Payment Date falls on a holiday or Sunday, the payment may be made on the following working day without including the interest for holiday or Sunday and the dates of the future coupon payments would be in accordance with the schedule originally stipulated at the time of issuing the security. Under the SEBI Operational Circular, the second and fourth Saturday will not be considered as working days for the purpose of payment of the interest amount.

** Under the SEBI Operational Circular, as amended, if the Maturity Date falls on a holiday or Sunday, then such payment shall be made on the previous working date along with interest is required to be paid till the Maturity Date. Under the SEBI Operational Circular, the second and fourth Saturday will not be considered as working days for the purpose of payment of the Maturity Amount.

*** Under the NBFC Directions, there shall be no limit on the number of subscribers in respect of issuances with a minimum subscription of Rs.1 Crore and above.

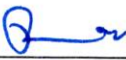


Debt equity ratio (on a standalone basis)

Particulars	Pre-Issue*	Post-Issue#
Debt / Equity (A/B)	6.44	6.73

* Pre issue figures are as on December 31, 2022.


No effect has been given for changes subsequent to December 31, 2022 in equity and debt instruments, except Rs. 3000 Crore towards Institutional Bond Series 218-A and Rs. 2004.40 Crore towards Institutional Bond Series 218-B and Rs. 3148.70 Crore towards Institutional Bond Series 219 and Rs. 2000 Crore towards Institutional Bond Series 220-A and Rs. 1600.10 Crore towards Institutional Bond Series 220-B and Rs. 2848 Crore towards Institutional Bond Series 221 and Rs. 2000 Crore towards proposed Institutional Bond Series 222 (PDI).

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GURUGRAM	Bond Trustee

IN WITNESS WHEREOF the Issuer and the Bond Trustee have caused these presents to be executed by their authorised officials the day, month and year first hereinabove.

Signed and delivered by **REC LIMITED**, as the Issuer, by the hand of:

in the presence of: 
1. **Sumit Mehra**
CM (Fin)
REC Ltd


राजेश कुमार / Rajesh Kumar
मुख्य महाप्रबन्धक (वित्त) / Chief General Manager (Fin.)
आरईसी लिमिटेड / REC Limited
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
प्लॉट नंबर 1-4, सेक्टर-29 / Plot No. 1-4, Sector-29
गुरुग्राम, हरियाणा / Gurugram, Haryana-122001

Signed and delivered by the within **BEACON TRUSTEESHIP LIMITED**, as the Bond Trustee, by the hand of **Mr. Satinder Pal Singh**

in the presence of:

1. **T.P. SINGH** 

For Beacon Trusteeship Limited


Authorised Signatory