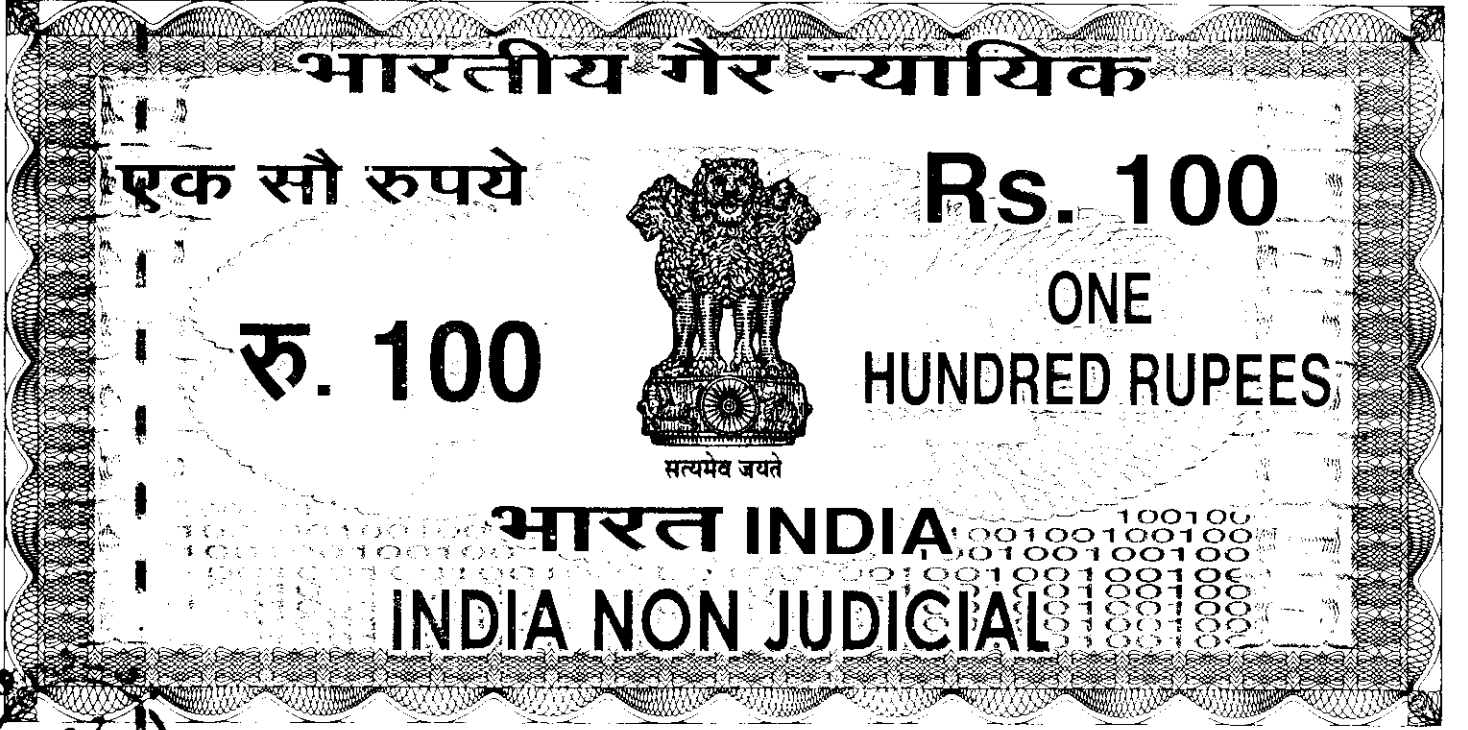


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27 JUL 2022

SUNDARAM FINANCE LTD

CN 709458

P.G. MURALI KRISHNAN
STAMP VENDOR
NEW No: 10, OLD No:19
VALLABHA AGRAHARAM STREET,
TRIPPLICANE, CHENNAI-600 005.
L. No: B-3-13827/93
Phone: 28544252

DEBENTURE TRUST DEED

THIS DEBENTURE TRUST DEED made at Chennai on this 21st March, Two Thousand and Twenty Three.

BETWEEN

SUNDARAM FINANCE LIMITED, a company within the meaning of the Companies Act, 2013 having its corporate identification number (CIN) L65191TN1954PLC002429 and having its Registered Office at Post Box No.3704, 21, Patullos Road, Chennai 600 002 hereinafter referred to as the "Company" or "Issuer" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors and permitted assigns) of the ONE PART

FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY

For SUNDARAM FINANCE LIMITED

[Signature]
Authorised Signatory

AND

IDBI TRUSTEESHIP SERVICES LIMITED, a company within the meaning of the Companies Act, 2013 having its corporate identification number (CIN) U65991MH2001GOI131154 and having its registered office at Universal Insurance Building, Ground Floor, Sir P.M. Road, Fort, Mumbai- 400 001, hereinafter referred to as the “**Trustee**” or “**Debenture Trustee**” (which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, or the Trustee or the Trustees for the time being hereof) of the OTHER PART.

WHEREAS:

- (1) The Company was incorporated in year 1954 and is engaged in business of hypothecation loan, on Commercial Vehicles, Cars and Utility Vehicles, Construction Equipment, Tractors and Machinery and Equipment leasing and allied activities.
- (2) The Authorised, Issued, Subscribed and Paid-up Capital of the Company as on the **31st March, 2022**, were as under :-

	(Rs. In lakhs)
<u>Authorised</u> 27,81,00,000 Equity shares of Rs.10/- each	27810.00
<u>Issued, subscribed and fully paid up</u> 11,11,03,860 Equity Shares of Rs.10/- each (includes 10,65,27,475 Equity Shares allotted as fully paid-up by way of bonus shares by Capitalisation of Reserves and Securities Premium and 37,75,965 Equity Shares of Rs.10/- each allotted for consideration other than cash pursuant to a scheme of amalgamation).	11110.39



- (3) The Company issued **50000** Secured, Listed, Redeemable, Non-Convertible Debentures of the face value of Rs.1,00,000/- each for cash at par by way of private placement (the "Issue"), aggregating to **Rs.500,00,00,000/- (Rupees Five Hundred Crores Only)** (hereinafter referred to as "**Debentures**") on the detailed terms and conditions contained in the Offer Document/ Placement Memorandum dated **16th March 2023** (the "**Placement Memorandum**") issued by the Company.
- (4) The funds raised through this issuance, after meeting the expenses relating to the present issuance, would be utilised upto 100% towards business purposes which include lending, repayment of existing borrowings and other working capital purposes.
- (5) The Company has pursuant to:-
- a. The authority granted by the Resolution of its Board of Directors passed at its meeting held on **07th November 2022**.
 - b. Approval of its Shareholders in terms of Special Resolutions passed by way of postal ballot on **23rd March, 2020** under Section 180(1)(c) of the Companies Act for overall borrowing limit of **Rs.40000 Cr** (the present issuance of the Debentures is within the limit);
- issued and allotted, on **21st March, 2023**, **50000** Secured, Listed, Redeemable, Non-Convertible Debentures of the face value of Rs.1 lac each for cash, aggregating to **Rs.500,00,00,000/- (Rupees Five Hundred Crores Only)**.
- (6) **ICRA Limited** has assigned "AAA rating with Stable Outlook" to the issue of the Debentures.
- (7) The Trustee is registered as a debenture trustee under the Debenture Trustee Regulations. Pursuant to the letter dated **14th March 2023** addressed by the Trustee to the Company, which letter has been accepted by the Company, the Trustee has agreed to act as trustee in trust and on behalf of and for the benefit of the Debenture holders and each of their successors and assigns.



- (8) The Debentures are subject to the provisions of the Companies Act, SEBI (Issue and Listing of Non-convertible Securities) Regulations, 2021, as amended, Charter of the Company, terms of the Placement Memorandum, terms and conditions in the allotment letter and the debenture certificate to the extent applicable, the relevant statutory guidelines and Regulations of the Depositories Act, 1996.
- (9) The Trustee and the Company have agreed to enter into this Deed and such other documents as may be required from time to time in relation to the Debentures.
- (10) Accordingly, the Trustee has called upon the Company to execute this Deed with a view to record the various terms, conditions and stipulation as well as the Company's and the Trustee's obligations in respect of the Debentures including terms and conditions of the appointment of the Trustee, the powers of the Trustee, redemption of the Debentures, payment of interest, creation of Security over the Secured Assets, remuneration of the Trustee and all costs, charges, expenses and other monies payable in accordance with the terms of issue of the Debentures, and the Company has agreed to do so in the manner agreed by the Trustee, as hereinafter provided.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

A. DEFINITIONS AND INTERPRETATIONS:

DEFINITIONS

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

- a) **"Act" or "Companies Act"** means the (Indian) Companies Act, 2013 as amended, modified, supplemented or re-enacted from time to time and the rules and regulations framed thereunder;
- b) **"Authority"** means any national, supranational, regional or local government or governmental, statutory, regulatory, administrative, fiscal or government-owned body, department, commission, authority, agency or entity, or central bank (or any Person whether or not



government owned and howsoever constituted or called, that exercises the functions of a central bank) or any court, tribunal, or judicial or arbitral body;

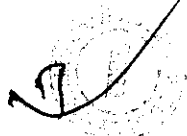
- c) **“Board of Directors”** or **“Board”** means the board of directors of the Issuer;
- d) **“CERSAI”** means Central Registry of Securitisation Asset Reconstruction and Security Interest of India;
- e) **“Charter”** means, with respect to any Person, its memorandum of association and articles of association;
- f) **“CIBIL”** means Credit Information Bureau (India) Limited.
- g) **“Credit Rating Agency”** means a credit rating agency registered with SEBI;
- h) **“Debenture Documents”** means collectively this Deed, the Placement Memorandum, the Debenture Trustee Agreement, the Security Documents, the consent letters issued by the Trustee, Registrar and Transfer Agent and Credit Rating Agency for inclusion of their respective details in the Placement Memorandum, the rating letter from the Credit Rating Agency, the letters appointing the Registrar and Transfer Agent with respect to the issuance of the Debentures, the tripartite agreement entered among the Issuer, its Registrar and Transfer Agent and the depository with respect to the issuance of the Debentures, the listing agreement between the Issuer and the Stock Exchange for listing the Debentures, the in-principle listing approval from the relevant Stock Exchange and any other document designated as a Debenture Document by the Issuer and the Trustee (or the Debentureholders, as the case may be);
- i) **“Debenture Trustee Agreement”** means the agreement dated **14th March 2023** entered into between the Trustee and the Issuer for the appointment of the Trustee as trustee for the Debentureholders;
- j) **“Debenture Trustee Regulations”** means the Securities and Exchange Board of India (Debenture Trustees) Regulations 1993, as amended from time to time;



- k) **"Debentureholders"** or **"Beneficial Owners"** means a Person(s) whose names are registered as the holder of a Debenture, in the register of Debentureholders maintained by the Issuer;
- l) **"Debentures"** means the **50000** Secured, Listed, Redeemable, Non-Convertible Debentures of the face value of Rs.1,00,000/- each for cash at par by way of private placement (the issue), represented by **Series - W 8** aggregating to **Rs.500,00,00,000/- (Rupees Five Hundred Crores)** constituted by, and issued under, this Deed in accordance with the terms and conditions set out in the Debenture Documents and for the time being outstanding or, as the context may require, a specific number or principal amount of them;
- m) **"Deed of Hypothecation"** means a deed of hypothecation to be executed by the Company in favour the Trustee to create hypothecation of specific Loan receivables / hire purchase/ lease agreements with a security cover of **100% of the issue amount and the interest accrued thereon.**
- n) **"Deed"** or **"Debenture Trust Deed"** or **"Trust Deed"** means this debenture trust deed executed by and between the parties hereto (including its amendments/ modifications, from time to time) together with all the annexure and schedules mentioned and enclosed hereto.
- o) **"Deemed Date of Allotment"** means the deemed date on which the Debentures were allotted, i.e., **21st March, 2023** and such other date as per the Placement Memorandum. The Company reserves the right to modify the date. The Company will notify subscribers to the Debentures of this modification.
- p) **"Depository"** means National Securities Depository Limited or the Central Depository Service (India) Limited, as the case may be;
- q) **"DRR"** means the Debenture Redemption Reserve;
- r) **"Event(s) of Default"** has the meaning ascribed to it in Clause B(5)(a) hereto;
- s) **"Financial Year"** means the accounting year of the Issuer, commencing each year on 1 April and ending on the following 31 March or such other period as may be agreed from time to time.



- t) **“Placement Memorandum”** or **“Offer Document”** means the private placement offer letter and offer document prepared and issued by the Issuer in accordance with the Act and the SEBI Regulations for the proposed issuance and listing of the Debentures and in the event that an updated private placement offer letter and offer document is issued, then all references to the Placement Memorandum shall be deemed to include a reference to the Placement Memorandum, as amended, modified or supplemented;
- u) **“Information Utility”** or **“IU”** means a professional organization (which is registered with Insolvency and Bankruptcy Board of India under the provisions of the Insolvency and Bankruptcy Code, 2016, as amended from time to time, as per the eligibility criteria prescribed) that provides high-quality authenticated information about debts and defaults.
- v) **“Law(s)”** means all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or Person acting under the authority of any governmental Authority of the Country and includes regulations and requirements prescribed by the RBI and SEBI relating to the issuance and listing of the Debentures and any matter related thereto;
- w) **“Meeting of the Debentureholders”** means a meeting of the Debentureholders duly called, convened and held in accordance with the provisions set out in the Second Schedule hereunder written;
- x) **“Person”** means any individual, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;
- y) **“RBI”** means the Reserve Bank of India;
- z) **“Record Date”** means, in relation to any date on which a payment is required to be made by the Issuer in respect of the Debentures, the date that is 15 (fifteen) days prior to that payment date. In case Record Date falls on Saturday / Sunday / Holiday, the day prior to the said Saturday / Sunday / Holiday shall be the Record Date.



- aa) **"Recoveries"** means the aggregate of all moneys and other assets received or recovered (whether by way of payment, repayment, prepayment, distribution, redemption, purchase or defeasance, in cash or in kind or the exercise of any set-off or otherwise) from time to time by the Trustee, under or in connection with the Debentures;
- bb) **"Redemption Date(s)"** means the date falling on the expiry of **2 Years** from the Deemed Date of allotment or any other date on which the Debentures are redeemed in accordance with the terms of this Deed and/or Placement Memorandum;
- cc) **"REF"** means the Recovery Expense Fund as mentioned in the Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22.10.2020 issued by SEBI.
- dd) **"Registrar and Transfer Agent"** means Cameo Corporate Service Limited;
- ee) **"Repay"** shall include "Redeem" and vice-versa, and repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.
- ff) **"ROC"** means the concerned Registrar of Companies;
- gg) **"SEBI Regulations"** means the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and such other applicable rules, regulations, notifications and circulars issued by SEBI from time to time;
- hh) **"SEBI"** means the Securities and Exchange Board of India;
- ii) **"SEBI Operational Circular"** shall mean SEBI circular bearing reference number SEBI/HO/DDHS/P/CIR/2021/613 dated August 10, 2021, as amended from time to time and SEBI circular bearing SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/0000000103 dated July 29, 2022.
- jj) **"Secured Assets"** means collectively the movable assets viz. specific loan receivables / hire purchase and lease agreements on which Security has been created, or may be created, in favour of the



Trustee, to secure the Debentures, pursuant to the Debenture Documents;

- kk) **“Security Documents”** means the Deed of Hypothecation and any other document designated as a security document by the Debentureholders and/ or the Trustee;
- ll) **“Security”** means hypothecation of specific loan receivables / hire purchase and lease agreements with a security cover of **100% of the issue amount and the interest accrued thereon.**
- mm) **“Share Capital and Debenture Rules”** means the Companies (Share Capital and Debentures) Rules, 2014, as may be amended from time to time;
- nn) **“Stock Exchange”** means National Stock Exchange, as mentioned in the Placement Memorandum;

INTERPRETATIONS

- (a) Words denoting singular number only shall include plural number and vice-versa.
- (b) Words denoting one gender only shall include the other gender.
- (c) All References in these presents to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment.
- (d) All references to a document or any other document is a reference to that document or other document as amended, replaced, novated or supplemented but disregarding any amendment, supplement, replacement or novation made in breach of such document.
- (e) All references in these presents to Clauses, Sub-clauses and Schedules shall be construed as references respectively to the Clauses, Sub-clauses and Schedules of these presents.
- (f) The Schedules shall form an integral part hereof and all provisions



contained in the Schedules hereunder written shall have effect in the manner as if they were specifically set forth herein.

- (g) The Clause headings used herein are for ease of reference only and shall not limit or restrict the meaning or interpretation of the provisions hereof.
- (h) The words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.
- (i) "Business Day" means a day which is not a Saturday or Sunday or a public Holiday and on which commercial banks are open for business in Mumbai and on such day money market is functioning in Mumbai.
- (j) All references to the word "includes" or "including" are to be construed without limitation.
- (k) The terms or provisions as contained in this Deed are subject to the provisions of the SEBI (Debenture Trustee) Regulations, 1993, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and the Companies Act and the rules made thereunder and other applicable Laws, as amended from time to time.
- (l) Any approval, authorisation, consent, waiver, direction, instruction given or any action taken by the Debenture Trustee will be as per Debenture Trust Deed.



PART A

B. GENERAL AND STATUTORY TERMS:

1. ISSUE AND TERMS OF DEBENTURES:

(a) Brief details about the debentures, allotment process and transfer process

(i) Debentures

1. The Issuer raised an amount of **Rs.500,00,00,000/- (Rupees Five Hundred Crores only)** through the issue of the Debentures, strictly on a private placement basis.
2. Each Debenture constitutes direct and unconditional obligations of the Issuer without any preference *inter se* whatsoever on account of the date of issue or allotment or otherwise. Each Debenture shall *inter se* rank *pari passu* in relation to the rights and benefits attached to it without any preference or privilege whatsoever.
3. The terms and conditions set out in this Deed shall be binding on the Issuer, the Trustee, the Debentureholders and all Persons claiming by, through or under any of them and the Trustee and the Debentureholders shall be entitled to enforce the obligations of the Issuer under or in connection with this Deed or any other Debenture Document.
4. Notwithstanding anything to the contrary contained in this Deed, neither the entry into and delivery of this Deed by the Issuer nor the terms of this Deed are intended as an offer or an invitation to subscribe for the Debentures in any manner and accordingly, shall not in any way be interpreted or construed by any Person to be an offer or invitation to subscribe for the Debentures. Any such offer or invitation to subscribe to the



Debentures by the Issuer to the Debentureholders shall be made solely pursuant to, and in terms of, the Placement Memorandum.

5. The Issuer has entered into depository arrangements with the Depository for the issue of the Debentures in dematerialized form. The Debentures shall be issued solely in dematerialized form in accordance with the relevant provisions of the Act, the Depositories Act, 1996 and other applicable Law.

(ii) **Allotment Process**

1. On the Deemed Date of Allotment:

- the Issuer shall issue and allot the Debentures free of all liens or other encumbrances or rights of third parties and record the Debentureholders as the legal and beneficial owners of the Debentures allotted to them in the Issuer's register of Debentureholders;
- pay adequate stamp duty on the Debentures as required under applicable Law, deliver proof of payment of such stamp duty to the Trustee and take all necessary steps for dematerialization of the Debentures;
- duly sign and execute irrevocable instruction(s) to its depository participant to enable recording of each Debentureholder as the beneficial owner of the applicable Debentures in the records maintained by the Issuer's Depository and provide a copy of such irrevocable instruction(s) to the Trustee and Debentureholders;
- shall convene and hold the board meetings and/or extra-ordinary general meeting, as may be required for all compliances of issuance of the



Debentures and pass necessary resolutions to that effect.

2. The Issuer shall in any event within 2 (two) days from the Closure of issue, credit the corresponding Debentures in dematerialized form to the demat account of the Debentureholders, in accordance with the Placement Memorandum.
3. The Issuer hereby further agrees and acknowledges that upon receipt of the application form and the application monies, it shall be bound to issue and allot the Debentures specified in the application form to the Debentureholders.
4. The Debentures shall be allotted in demat form only and shall be subject to the terms and conditions as set forth in this Deed.
5. In relation to the process of subscription to be followed by the Issuer, to the extent applicable, the Issuer hereby agrees to comply with the terms of the SEBI Regulations in relation to the electronic book mechanism for issuance of debt securities on private placement basis.

(iii) Transfer Process

1. The Company has been issuing Debentures in demat form only and there are no physical holdings.
2. The Debentures shall be freely transferable in accordance with the procedure for transfer of dematerialized securities under the Depositories Act, 1996 and the rules made thereunder, the SEBI (Depositories and Participants) Regulations, 1996, the bye-laws, rules and regulations of the relevant Depositories and depository participants and other applicable Law.

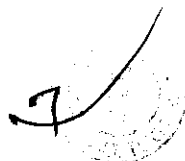


(b) Conditions to the issue conditions precedent and conditions subsequent including signing of debenture trust agreement etc.

(i) Conditions Precedent

1. The subscription to the Debentures by an Debentureholder shall be subject to the completion of all the conditions precedent as set out in the Placement Memorandum and the Issuer shall use best efforts to ensure that the conditions precedent as set out in the Placement Memorandum and hereinbelow are satisfied on or by the, to the satisfaction of such Debentureholders:

- Each Debentureholder has received a copy of the Placement Memorandum executed and issued by the Issuer in accordance with, and in such form and manner as prescribed under the Act and the SEBI Regulations and acceptable to such Debentureholder;
- The Trustee has received:
 - i. copies of certificate of incorporation of the Issuer together with its Charter;
 - ii. certified true copy of resolution of the board of directors of the Issuer under Section 179 of the Act (a) approving the terms of, and the transactions contemplated by Debenture Documents (to which it is a party) and resolving that it will execute such documents, (b) authorizing a specified person or persons to execute the Debenture Documents on its behalf; and (c) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed or



dispatched by it under or in connection with the Debenture Documents;

iii. certified true copy of the special resolutions of the shareholders of the Issuer under 180(1) (C) of the Act;

- The Issuer has received a (i) credit rating from the Credit Rating Agency for the Debentures, and (ii) in-principle approval letter from the Stock Exchange for listing of the Debentures.

2. On completion of the conditions precedent to be completed by the Issuer and referred to in the sub-clause (1) above, the Issuer shall promptly notify the same to the Trustee.

(ii) Conditions Subsequent including signing of debenture trust agreement etc.

The Issuer shall comply with the conditions and submit all documents set out herein below:

1. Receipt of the ISIN from the Depository for the issuance of the Debentures not later than 2 (two) Business Days from the Deemed Date Allotment.
2. Certified true copy of all corporate actions approving and allotting the Debentures within 1 (one) day from the Deemed Date of Allotment.
3. The details of credit of the Debentures in the specified dematerialized account(s) and provide evidence that the stamp duty payable on the Debentures as per applicable Law has been duly paid.
4. Prior to the listing of Debentures in accordance with the terms of this Deed, ensure the following have been



completed for compliance with the requirements applicable to a 'listed company' under the Act:

- the Issuer shall have appointed at least one woman director on the Board;
 - the Issuer shall have appointed key managerial personnel in accordance with the Act;
 - the Issuer shall have appointed the Secretarial Auditor;
 - the Issuer shall have constituted an audit committee and a nomination and remuneration committee, in each case in accordance with the Act; and
 - the Issuer shall have adopted a vigil mechanism in accordance with the Act.
5. Within 15 (fifteen) days from the Deemed Date of Allotment, receipt of the final listing and trading approvals of the Stock Exchange and listing of the Debentures.
6. Filing of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rules 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended from time to time, by the Issuer, with the registrar of companies, within 15 (fifteen) days from the Deemed Date of Allotment.
7. Within 75 Seventy five days from the end of financial year concerned during which the allotment was made, the Issuer shall provide to the Trustee a certificate from the Statutory Auditor of the Issuer in relation to utilisation of the proceeds of the Debentures.



8. Compliance with applicable provisions of the listing agreement(s) entered into with the Stock Exchange (including but not limited to the requirement of obtaining the prior approval of the Stock Exchange in the event of any material modification to the structure of the Debentures) and furnishing a copy of any approval, intimation or notice received from Stock Exchange at the earliest possible.
9. Create the DRR account, if applicable, out of the profits of the Issuer available for payment of dividend and credit of requisite amounts into such reserve.
10. Submission of a copy of any other Authorization or document, opinion or assurance which the Trustee considers to be necessary or desirable in connection with the Debentures or the entry into and performance of the transactions contemplated by any Debenture Document or for the validity or enforceability of any Debenture Document, and in accordance with the timelines as may be requested by the Trustee.
11. Confirmation of execution of this Deed, Debenture Trustee Agreement, Security Documents and such other documents as may be required in relation to the Debentures.

2. PARTICULARS OF THE APPOINTMENT OF DEBENTURE TRUSTEE(S):

(a) The conditions and procedure for the appointment of the Debenture Trustee;

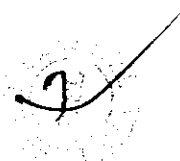
- (i) The Trustee hereby agree to act as Trustee for the benefit of the Debentureholders and their successors, transferees and assigns under the trust to be created under this Deed for the remuneration as set out in Debenture Trustee's letter dated **14th March 2023** and the Debenture Trustee Agreement.



- (ii) For the irrevocable and unconditional discharge of the outstanding amounts and all other monies that may become due and payable by the Company (under the terms of this Deed and the other documents), the Trustee shall, for the benefit of the Debentureholders take such actions as may be required from time to time, in accordance with, or arising out of, the provisions of this Deed and other Debenture Documents.

(b) Declaration of Trust/ Settlement of Trust

- (i) The Company hereby settles in trust with the Trustee the sum of Rs.1,000/- (Rupees One Thousand Only) as the initial corpus of the trust established under this Deed.
- (ii) The Trustee has accepted the above amount in trust declared and agrees to: (i) act as trustee for the benefit of the Debentureholders on the terms and conditions set out in this Deed and the other Debenture Documents; and (ii) to hold on trust for the Debentureholders all Security created under the Security Documents and all Recoveries as received by the Trustee.
- (iii) Each Debentureholder subscribing to any Debentures shall, by signing the application form and without any further act or deed, be deemed to have irrevocably given its consent to the Trustee and its agents and authorized representatives to do, inter alia, all acts, deeds and things necessary in respect of the Debentures being offered for subscription under the Offer Document and this Deed. Any subsequent Debentureholder purchasing Debentures from any Debentureholder shall be deemed to have irrevocably given such consent to the Trustee and its agents and authorized representatives immediately upon being registered as a Debentureholder in the register of Debentureholders maintained in respect of the Debentures.
- (iv) The Trustee confirms that its appointment is in compliance with Section 71 of the 2013 Act and Rule 18 of the Share Capital and Debentures Rules.



(c) Procedure for resignation by trustee including appointment of new trustees;

(i) Resignation

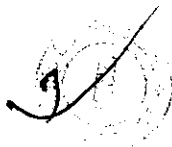
- The Trustee may at any time, without assigning any reason and without being responsible for any loss or costs occasioned thereby, resign as the Trustee by giving not less than 30 (thirty) days' notice to the Company (with a copy to the Debentureholders), provided that it shall continue to act as caretaker trustees until a successor trustee is appointed by the Company.
- The Company shall, upon receipt of notice of resignation issued by the Trustee, take prompt steps to appoint another entity acceptable to the Debentureholders and competent to act as trustee for the Debentureholders in place of the Trustee (the "Successor Trustee"). However, until the appointment of the Successor Trustee, the Trustee shall continue to perform its duties as the Trustee under this Deed.

(ii) Successor Trustee as the Trustee

- Upon appointment of the Successor Trustee pursuant to the preceding sub-clauses (i) above, all references in this Deed to the Trustee shall unless repugnant to the context, mean and refer to the Successor Trustee and the Successor Trustee shall without any further act or deed succeed to all the powers and authorities of the Trustee as if it had been originally appointed as the Trustee.

(d) Provision that the Debenture Trustee shall not relinquish his office until another debenture trustee has been appointed;

Until the appointment of the Successor Trustee as mentioned in sub-clause (b) above, the Trustee shall not relinquish his office and shall continue to perform its duties as the Trustee under this Deed.

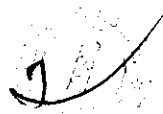


(e) Procedure to retire and remove debenture trustee by Debentureholders providing for removal on a resolution passed by the holders of not less than three fourth in value of debentures;

- (i) The Debentureholders may for sufficient cause remove and/or retire the Trustee by unanimous approval of all the Debentureholders and by the same resolution nominate an entity competent to act as their trustee and require the Company to appoint such entity as the Successor Trustee.
- (ii) The Company shall within 15 (fifteen) Business Days of receipt of such resolution passed by the Debentureholders take all necessary steps to appoint the entity named in the resolution as the Successor Trustee and complete all necessary formalities to give effect to such appointment.
- (iii) The Trustee agrees that, notwithstanding its removal pursuant to this Clause, it shall continue to perform its duties under this Deed, until the appointment of the Successor Trustee.
- (iv) The Trustee hereof may retire at any time without assigning any reason and without being responsible for any loss or costs occasioned by such retirement provided that it shall have given at least [2] (Two) month' previous notice in writing to the Company in that behalf and the Company will give notice to all the Debenture Holder(s) individually to that effect. However, no such resignation shall be effective until a successor to the Trustee is appointed.

(f) Fees or commission or other legal travelling and other expenses payable to the trustee(s) for their services;

- (i) The Company shall pay to the Trustee remuneration in accordance with the Debenture Trustee Agreement **dated 14th March 2023** and Debenture Trustee's offer letter **dated 14th March 2023** and on the terms as may be mutually agreed.




- (ii) Arrears of instalments of annual service charges, if any, shall carry interest at the rate specified in consent letter till the actual payment.
- (iii) The Company shall pay to the Trustee all legal, traveling and other costs, charges and expenses incurred by them, their officers, employees, agents in connection with execution of these presents including costs, charges and expenses of and incidental to, the approval and execution of these presents and all other Debenture Documents and will indemnify them against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by them in respect of any matter or thing done or omitted to be done without their willful default in respect of or in relation to the properties that are subject of the trust created by this Deed. Upon the occurrence of an Event of Default, any costs (including legal and professionals fees) to be incurred by the Debentureholders and/or the Trustee in respect of the Company's request for an amendment, waiver, consent, or change of currency shall be paid by the Company to the Debentureholders or the Trustee within 7 (seven) days promptly on demand.
- (iv) The Issuer shall pay to the Trustee all costs, charges and expenses payable on any of the Debenture Documents.
- (v) The Issuer shall pay to the Trustee the fees and expenses of any legal counsel, accountants and consultants incurred in connection with: (i) the preparation, execution, administration, implementation and enforcement by the Trustee of the Debenture Documents; and (ii) the release of the Security over the Secured Assets following redemption of all the Debentures.
- (vi) The Company hereby further undertakes to the Trustee that all monies payable by it under the terms of this Deed and/or Debenture Documents shall be made without set-off, counterclaim, deduction or withholding unless compelled by Law.



- (vii) The dues payable by the Company to the Trustee including fees, expenses, taxes, indemnities etc. will continue in full force and effect as regards the Trustee even if it no longer is Trustee or the Debentures are no longer outstanding or this Deed has been discharged.
- (g) **Rights of the trustee including the right to inspect (applicable only in the event of default in payment of interest/principal) the registers of the company and to take copies and extract thereof and the right to appoint a nominee director;**

In addition to the other powers conferred on the Trustee, it is expressly declared as follows:

- (i) With a view to facilitating any dealing under any provisions of the Debenture Documents, the Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions conditionally related to the Debentures.
- (ii) The Trustee shall not be responsible for the monies paid by applicants for the Debentures or be bound to see to the application thereof.
- (iii) The Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions hereof and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Trustee) shall be conclusive and binding upon all Persons interested hereunder.
- (iv) Notwithstanding anything to the contrary in this Deed, the Trustee shall take all actions in connection with this Deed as are required or empowered by the applicable Laws.
- (v) Nothing contained in this Deed shall require the Trustee to do anything which may (a) be illegal or contrary to applicable Law; or (b) cause it to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion


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hereunder if it has not first been indemnified and/or secured and/or prefunded to its satisfaction.

- (vi) The Trustee may, with consent of Debentureholders, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested, act by an officer or officers for the time being of the Trustee and the Trustee may also, whenever they think it expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Trustee may think fit.
- (vii) The Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them and/ or in carrying out the trust business employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by it in connection with the trusts hereof and also its reasonable charges in addition to the expenses incurred by them in connection with matters arising out of or in connection with these presents.
- (viii) Subject to compliance of the applicable Laws, neither the Trustee nor any agent of the Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Company or with itself in the ordinary course of business of the Trustee. The Trustee may, *inter alia*, undertake any banking, financial or agency services for the Company or for itself. The Trustee shall not be liable to account either to the Company or to the Debentureholders for any profits made by them thereby.
- (ix) The Trustee may after the Issuer committing default in the repayment of Debentures or payment of, accountants, financial advisors or other experts (at the expense of the Company) and



may act on the opinion or advice, information, confirmations, directions and/or certificates obtained from, any such Person (including the auditor) and will not be responsible to anyone for any loss occasioned by so acting, whether the same is obtained by or addressed to the Company, the Trustee, or otherwise, notwithstanding any monetary or other limit on liability in respect thereof. Any such opinion, advice, information, confirmations, directions and/or certificates may be sent or obtained by letter, fax or electronic mail and the Trustee will not be liable to anyone for acting on any opinion, advice or information purporting to be conveyed by such means, notwithstanding any limitation on liability (monetary or otherwise) in relation to such Person's opinion or advice and even if it contains some error or is not authentic.

- (x) If the Trustee, in the exercise of its functions, rights, powers and/or discretions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act, a certificate signed by any director or authorized officer of the Company as to that fact or to the effect that, in its opinion, that act is expedient and the Trustee need not call for further evidence and will not be responsible for any loss occasioned by relying on or acting or accepting on such a certificate.
- (xi) The Trustee may appoint as custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers reasonably believed by it to be of good repute and may deposit this Deed and any other documents with such custodian and pay all sums due in respect thereof. The Trustee shall not be responsible for or required to insure against any loss incurred in connection with any such deposit and may pay all sums required to be paid on account of or in respect of any such deposit.
- (xii) Whenever it considers it expedient in the interests of the Debentureholders, with the consent of the Debentureholders, the Trustee may instead of acting personally, at the Company's expense, employ and pay an agent selected by it, whether or

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not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (whether or not pursuant to this Deed). Provided that where the Trustee has exercised due care in the selection of any such agent, the Trustee will not be responsible to anyone for any action, misconduct or omission by any such agent so employed by it or for any sub-agent or delegate of such agent or be bound to supervise or monitor the proceedings or acts of any such agent.

(xiii) The Trustee may delegate to any competent Person on any terms (including power to sub-delegate) any of its functions.

(xiv) **Nominee Director**

- The Debentureholders / Debenture Trustee shall have the right to appoint a nominee on the Board of Directors ("**Nominee Director**") in accordance with the provisions of the Debenture Trustee Regulations in the event of:
 - (i) two consecutive defaults in payment of Interest to the Debentureholders; or
 - (ii) default in creation of Security for the Debentures; or
 - (iii) default in redemption of the Debentures;
- The Nominee Director so appointed shall hold offices until the payment of the interest due to the Debenture holders or redemption of Debentures (as the case may be).
- The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any


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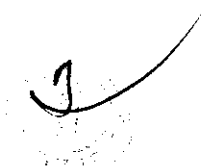
qualification shares. The Company shall take steps to amend its Charter for this purpose, if necessary.

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

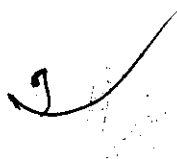
- (xv) In the event of default in payment of interest/principal, the Debenture Trustee or its authorized representatives shall be entitled to carry out inspections of the Company's offices records, registers, books of accounts and Secured Assets upon giving a () calendar days' notice in writing to the Company, to the extent such inspection is necessary for exercising any of the powers or discharging any of the duties of the Debenture Trustee under this Deed and/ or the applicable Law. The Debenture Trustee shall also be entitled to take copies and extracts. Any representative of the Debenture Trustee shall have free access at all reasonable times to the Company's premises, records, registers and accounts and shall receive full co-operation and assistance from the Company. The cost of inspection, including travelling and other related expenses, properly and reasonably incurred, shall be borne and paid by the Company.

(h) Duties of the trustee including the terms and conditions of periodical monitoring.

- (i) Notwithstanding anything to the contrary contained in this Deed, the Trustee undertakes that for so long as it is the Trustee, it shall:
- (i) not do any act or deed which will disqualify it from acting as the Trustee; and



- (ii) ensure that it continues to satisfy the eligibility criteria for it to act as the Trustee under the Act, the Debenture Trustee Regulations and other applicable Law.
 - (ii) The Trustee shall, for so long as it is the Trustee, comply with all duties and obligations required to be complied by it under the Act, Debenture Trustee Regulations and other applicable Law.
 - (iii) The Trustee shall be liable to indemnify the Company and/or the Debentureholders for any loss arising from: (i) violation by the Trustee of any liability or obligation under this Deed; (ii) fraud, gross negligence, willful default or omission or misconduct on account of the Trustee as decided by the court of competent jurisdiction; and (iii) any breach of trust knowingly and/or intentionally committed by the Trustee as decided by the court of competent jurisdiction.
 - (iv) Notwithstanding anything contained in any other Debenture Documents to which the Trustee is a party, the liability of the Trustee shall not be limited in relation to its rights and obligations towards the Debentureholders, which liability shall be subject to the provisions of the applicable Law.
- (i) **Procedure for allowing inspection of charged assets and book of accounts by debenture trustee or any person or person authorized by it**
- (i) The Company shall allow the representatives and/or nominees of the Debenture Trustee to visit and inspect from time to time the Issuer's premises, factories and other property/ assets books of accounts and all other relevant accounts, documents and records including Secured Assets.
 - (ii) The Issuer shall extend full cooperation to such representatives and/or nominees during such inspection. The costs and expenses of such visits and/or inspections shall be paid and borne by the Issuer.



(j) Statutory Auditor to certify value of book debts/ receivables and Issuer's compliance with covenants on half yearly basis:

(i) On quarterly basis:-

Certificate from an independent chartered accountant giving the value of book receivables/ book debts;

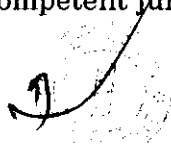
(ii) On half yearly basis:-

Certificate from statutory auditor of the Company giving the value of receivables/ book debts including compliance with the covenants of the Placement Memorandum in the manner as may be specified from time to time.

(k) No restrictive covenants/ no waiver of indemnity

(i) Any provision contained under this Deed and/or Debenture Document and/or Debenture Document shall be void in so far as it would have the effect of exempting the Trustee thereof from, or indemnifying him/ it against, any liability for breach of trust, where he fails to show the degree of care and due diligence required of him as a Trustee, having regard to the provisions of the Trust Deed conferring on him/ it any power, authority or discretion. Provided that the liability of the Debenture Trustee shall be subject to such exemptions as may be agreed upon by a majority of Debentureholders holding not less than three-fourths in value of the total Debentures at a meeting held for the purpose.

(ii) Nothing contained herein shall exempt the Trustee or any receiver, attorney, manager, agent or other Person appointed by the Trustee from, or indemnify them against, any liability for breach of trust or any liability which by virtue of any rule or Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder as decided by the court of competent jurisdiction.

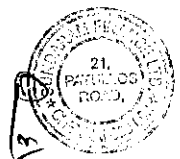


(l) Powers of the Debenture Trustee including powers to delegate/ appointment of receiver or if any other agency required (applicable only in the event of default in payment of interest / principal)

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

(ii) The Issuer irrevocably appoints the Trustee and each receiver appointed by the Trustee to be its attorney with full power of substitution and in its name or otherwise on its behalf to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be desirable or necessary or which the Trustee or such receiver shall think proper or expedient for carrying out any obligations imposed on the Issuer hereunder or for exercising any of the powers hereby conferred in connection with any sale or disposition of any part of the Secured Assets or the exercise of any rights in respect thereof or for giving to the Trustee the full benefit of the Security created under the Security Documents and so that the appointment hereby made shall operate to confer on the Trustee and such receiver, authority to do on behalf of the Issuer anything which it can lawfully do as its attorney, and without prejudice to the generality of the foregoing the Issuer has appointed the Trustee, *inter alia*, to:

1. execute and do all acts, deeds and things which the Issuer is authorized to execute and do under the covenants and provisions herein contained;



2. generally use the name of the Issuer in the exercise of all or any of the powers conferred by these presents or by Law on the Trustee, or any receiver appointed by it; and
 3. execute on behalf of the Issuer, such documents and deeds as may be necessary to give effect to the provisions of this Deed, and for the preservation, enforcement and realization of any Security.
- (iii) The Issuer hereby ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.
- (m) Powers to employ agents/contract with company etc., (applicable only in the event of default in payment of interest / principal)**
- (i) The Trustee hereof being a corporation may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them, act by an agent(s).
 - (ii) Whenever it considers it expedient in the interests of the Debentureholders, with the consent of the Debentureholders, the Trustee may instead of acting personally, at the Issuer's expense, employ and pay an agent selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (whether or not pursuant to this Deed). Provided that where the Trustee has exercised due care in the selection of any such agent, the Trustee will not be responsible to anyone for any action, misconduct or omission by any such agent so employed by it or for any sub-agent or delegate of such agent or be bound to supervise or monitor the proceedings or acts of any such agent.
 - (iii) Notwithstanding anything to the contrary in this Deed and if the Trustee exercises due care in selecting any custodian, agent, delegate or nominee (an "**Appointee**"), it will not have any obligation to supervise or monitor the Appointee and shall



not be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of the Appointee's acts or omissions, misconduct or default or any acts or omissions, negligence, misconduct, fraud or default of any substitute appointed by the Appointee.

(n) Right to rely on notices, communications, advertisement, website information of issuer and any other related party with respect to issue etc.,

- (i) If the Trustee, in the exercise of its functions, rights, powers and/or discretions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act, a certificate signed by any director or authorized officer of the Issuer as to that fact or to the effect that, in its opinion, that act is expedient and the Trustee need not call for further evidence and will not be responsible for any loss occasioned by relying on or acting or accepting on such a certificate.
- (ii) The Debenture Trustee shall have the right to rely on notices, communications, advertisement, website information of the Issuer and any other related party with respect to the Debentures. However if the Debenture Trustee has cause to believe that any notices, communications, advertisement, website information etc. has errors and wrongful facts, then the Debenture Trustee shall have further right to cause an independent verification of the same.

(o) Manner of Utilization and refund of recovery expense fund

(i) Manner of Utilization of REF

- 1. In the event of default in payment of interest / principal, the Debenture Trustee/ Lead Debenture Trustee shall obtain the consent of Debentureholders for enforcement of Security/legal proceedings and shall inform the same to the Stock Exchange. The Stock Exchange shall release



the amount lying in the REF to the Debenture Trustee/ Lead Debenture Trustee within 5 (five) working days of receipt of such intimation. For the purpose of this clause, Lead Debenture Trustee shall mean:

- A Debenture Trustee who has been chosen to be the Lead Debenture Trustee by other Debenture Trustees; or
- A Debenture Trustee who is the Debenture Trustee of more than 50% of the outstanding value of the Debentureholders.

2. The Debenture Trustee shall keep a proper account of all expenses incurred out of the funds received from REF towards legal expenses, cost for hosting meeting etc. towards enforcement of Security/legal proceedings.

(ii) Refund of REF to the Issuer

The balance in the REF shall be refunded to the Issuer on repayment to Debentureholders on their maturity or at the time of the exercise of call or put option, for which a No Objection Certificate (NOC) shall be issued by the Debenture Trustee(s) to the Stock Exchange. The Debenture Trustee(s) shall satisfy that there is no 'default' on any other listed debt securities of the Issuer before issuing the NOC.

3. COVENANT TO PAY AND APPLICATION OF PAYMENTS:

(a) An undertaking by the company to pay the interest and principal amount of such debentures to the Debenture holders as and when it becomes due, as per the terms of offer

(i) The Company irrevocably covenants and undertakes with the Trustee that it shall comply with all its obligations under this Deed and the other Debenture Document and shall pay the interest and principal amount of the Debentures to the



Debentureholders as and when it becomes due, as per the terms of the Offer Document.

- (ii) Payment of the principal, all interest and other monies will be issued to the registered holders and in case of joint holders to the one whose name stands first in the list of Beneficial Owner(s)/ register of Debentureholders. These names would be as per the Depository's Record Date/book closure date fixed for the purpose of interest payment. Such payments shall be made by cheque or warrant drawn by the Company on its bankers or through electronic mode like RTGS, ECS, NEFT etc.

4. OBLIGATIONS OF COMPANY:

This section shall state the Company's duty with respect to-

- (a) maintaining a Register of Debentureholders including addresses of the Debentureholders, record of subsequent transfers and changes of ownership;**
 - (i) The Company shall maintain or procure to maintain the register of Debentureholders in accordance with applicable Law.
 - (ii) The Registrar and Transfer Agent shall, at least 5 (five) days prior to any date on which the Company has to make a payment under this Deed or any other Debenture Document to the Debentureholders, obtain from the Depository a list of the beneficial holders of the Debentures as at the relevant Record Date and promptly deliver such list to the Company.
 - (iii) All amounts in respect of a Debenture under the Debenture Documents shall be paid to the Person registered as the Debentureholders as on the relevant Record Date or, in the case of joint-holders, to the Person whose name stands first in the register of Debentureholders as on the relevant Record Date.
- (b) keeping proper books of accounts open for inspection by Debenture Trustee;**



The Company shall properly keep such records as are required to be maintained under applicable Law and the Debenture Documents and maintain such annual accounts including but not limited to the profit and loss account and balance sheet as are adequate to reflect truly and fairly the financial condition and results of operations of the Company which shall contain full, true and correct entries in conformity with accounting standards consistently applied and all requirements of applicable Law.

- (c) **permitting the Debenture Trustee to enter the Issuer's premises and inspect the state and condition of charged assets (applicable only in the event of default in payment of interest / principal);**

The Issuer shall permit the Debenture Trustee or its authorized representatives to carry out inspections of the Company's offices records, registers, books of accounts and conditions of the Secured Assets upon giving a () calendar days' notice in writing to the Company, to the extent such inspection is necessary for exercising any of the powers or discharging any of the duties of the Debenture Trustee under this Deed and/ or the applicable Law.

- (d) **furnishing information required by the Debenture Trustee for the effective discharge of its duties and obligations, including copies of reports, balance sheets, profit and loss account etc.;**

Until such time that any Debentures are outstanding, the Company shall provide to the Trustee (sufficient copies for all Debentureholders, if the Debenture Trustee so requests) until such time that it holds any Debenture the information set out here below:-

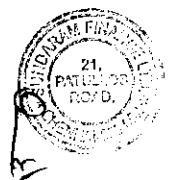
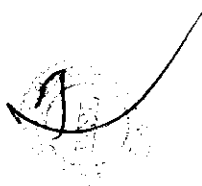
- (i) The Company shall file such supplements or documents as may be necessary to record any variation in the terms of the Debentures including any changes in interest rate, if any.
- (ii) The Company shall file with the Stock Exchanges for dissemination, along with the yearly and quarterly financial results, a communication, as required by the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015



and as amended from time to time by SEBI containing *inter-alia* the following information:

- i. debt-equity ratio;
- ii. debt service coverage ratio;
- iii. interest service coverage ratio;
- iv. outstanding redeemable preference shares (quantity and value);
- v. capital redemption reserve/debenture redemption reserve;
- vi. net worth;
- vii. net profit after tax;
- viii. earnings per share;
- ix. current ratio;
- x. long term debt to working capital;
- xi. bad debts to Account receivable ratio;
- xii. current liability ratio;
- xiii. total debts to total assets;
- xiv. debtors turnover;
- xv. inventory turnover;
- xvi. operating margin (%);
- xvii. net profit margin (%);
- xviii. sector specific equivalent ratios, as applicable.

- (iii) The Company promptly upon failure of the Company to list the Debentures on the Stock Exchange in accordance with this Deed, reasons for such failure and such certificate and information as required pursuant to the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Regulation 15(1)(c) of the SEBI (Debenture Trustee) Regulations, 1993.
- (iv) So far as permitted by applicable Law, give the Trustee such information as it reasonably requires to perform its functions and/or to exercise its powers, rights and discretions under this Deed and any other Debenture Document.



- (v) The Company shall supply to the Debenture Trustee (sufficient copies for all Debentureholders, if the Debenture Trustee so requests) the audited financial statements (standalone and consolidated) for a financial year (including statutory auditors report, profit and loss accounts and a balance sheet) by no later than 180 (one hundred and eighty) days from the end of the relevant financial year.
- (vi) The Company shall promptly provide to the Trustee, such further information regarding the financial condition, business and operations of the Company and other matters relating to implementation of this Deed and other Debenture Documents, as the Trustee or the Debentureholders may reasonably request, including but not limited to:
- i. shareholder matters, including (i) giving notice to the Trustee of shareholders' meetings (including the agenda) and (ii) delivering to the Trustee copies of notices and reports sent to shareholders;
 - ii. promptly notify the Trustee of any event which may have a material adverse effect;
 - iii. promptly notify the Trustee of (i) any litigation, arbitration, or administrative proceedings which may have a material adverse effect and is shown as contingent liability in the financial statements of the Company, (ii) any litigation, administrative, regulatory or criminal investigations or proceedings or freezing of assets by a government authority involving the Company or its employees with regard to money laundering or financing of terrorism and (iii) any Event of Default;
 - iv. provide to the Trustee such other information as the Trustee and/or the Debentureholders from time to time request about the Company, their assets and operations;
 - v. provide to the Trustee all documents generally dispatched by the Company to its creditors; and

- vi. provide to the Trustee and the Debentureholders any and all other information as may be required to be provided to the Trustee and Debentureholders.

The Company shall submit to the Trustee and the Trustee shall, immediately on receipt of all information and documents submitted by the Company pursuant to the terms of this Deed, forward all such information and documents to each of the Debentureholders.

- (e) **keeping charged property/ security adequately insured and in proper condition;**

The Issuer shall keep the Secured Assets adequately insured.

- (f) **not declaring any dividend to the shareholders in any year until the Company has paid or made satisfactory provision for the payment of the installments of principal and interest due on the Debentures;**

The Company hereby covenants with the Trustee that during the continuance of the Debentures, without notifying the Trustee, the Company shall not declare or pay any dividend to its shareholders during any financial year unless it has paid the instalment of principal and interest then due and payable on the Debentures or has made provision satisfactory to the Trustee for making such payment.

- (g) **creating the debenture redemption reserve;**

- (i) As per the Companies Act read with the Companies (Share Capital and Debentures) Rules, 2014, DRR is not required to be created for issue of privately placed debentures by Non-Banking Finance Companies registered with Reserve Bank of India under Section 45 IA of the RBI (Amendment) Act 1997.



(ii) However, the Company shall, if required under the Act, create and maintain for so long as any part of the obligations is outstanding under this Deed, a debenture redemption reserve ("DRR") in accordance with Section 71 of the Act, Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014 as amended from time to time, any guidelines issued by SEBI and any other applicable Law, from time to time.

(h) informing the Debenture Trustee about any change in nature and conduct of business by the company before such change;

The Company shall promptly inform the Trustee in writing of any material change in the nature and conduct of business of the Company before such change.

(i) informing the Debenture Trustee of any significant changes in the composition of its Board of Directors;

The Company shall promptly inform the Debenture Trustee about any significant changes in the composition of the Board of the Company.

(j) informing the Debenture Trustee of any amalgamation, merger or reconstruction scheme proposed by the company;

The Company shall promptly inform the Trustee of any proposed amalgamation, merger or reconstruction scheme proposed by the Company.

(k) not creating further charge or encumbrance over the trust property without the approval of the trustee;

The Issuer shall not create or permit to subsist any security or further charge or encumbrance over any of the Secured Assets without prior written approval of the Trustee.

(l) obligation of the Company to forward periodical reports on quarterly basis to Debenture Trustee containing the following particulars:

(i) updated list of the names and addresses of the Debentureholders;

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- (ii) details of the interest due but unpaid and reasons thereof;
 - (iii) the number and nature of grievances received from Debentureholders and (a) resolved by the company (b) unresolved by the Company and the reasons for the same.
 - (iv) a statement that the assets of the company which are available by way of security are sufficient to discharge the claims of the Debentureholders as and when they become due.
- (m) complying with all directions/ guidelines issued by a regulatory authority, with regard to the Debenture issue**
- (i) The Company shall (i) maintain its corporate existence and comply with its Charter documents; (ii) conduct the Company's operations with due diligence and efficiency; (iii) conduct its business in compliance, in all material respects, with all applicable requirements of Law and in accordance with sound business practices; and (iv) file by the date due, all returns, reports and filings in respect of taxes required to be filed by it and pay, when due, all taxes due and payable by it.
 - (ii) The Company shall promptly and expeditiously attend to and address the grievances, if any, of the Debentureholders. The Company further undertakes that it shall promptly furnish reports as required by SEBI or any other statutory bodies and shall comply with the suggestions and directions that may be given in this regard from time to time, by the Trustee and shall advise the Trustee periodically of the compliance.
 - (iii) The Company shall comply with all the directions/ guidelines issued by any regulatory Authority with regard to the Debenture issue.
 - (iv) The Company shall comply with the provisions of Section 124(5) of the Companies Act relating to transfer of unclaimed / unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF)



or such other special account to be opened by the Company in that behalf in any scheduled bank, if applicable to it.

- (v) The Company shall comply all the provisions as mentioned in the Securities Contract Regulation Act, 1956, the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time, the Companies Act, SEBI (Listing Obligation and Disclosure Requirement) Regulation 2015, Issuance of Non-convertible Debentures (Reserve Bank) Directions, 2010, as amended from time to time and/or any other notification, circular, press release issued by the SEBI/ Reserve Bank of India, from time to time.
- (vi) The Company shall maintain and file the requisite forms provided for private placement offer under the provisions of the Companies Act and the rules made thereunder and shall furnish copies of the same to the Debenture Trustee, if required.

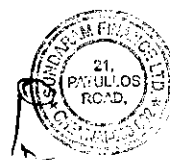
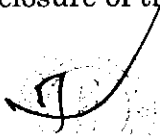
(n) submitting such information, as required by the Debenture Trustee

The Company shall provide to the Trustee all information as may be required by to the Trustee to carry out the necessary periodical monitoring.

(o) General Undertakings of the Company

The Issuer undertakes that:

- (i) The complaints received in respect of the issue of the Debentures shall be attended to by the Company expeditiously and satisfactorily;
- (ii) It shall take all steps to forward the listing application along with the disclosure to the Stock Exchange within 3 days from the closure of the issue of the Debentures;



- (iii) The funds required for dispatch of refund orders/allotment letters/certificates by registered post/speed post shall be made available by the Company;
 - (iv) Necessary co-operation to the Credit Rating Agency (ies) shall be extended in providing true and adequate information till the debt obligations in respect of the instrument are outstanding;
 - (v) The Company shall disclose the complete name and address of the Debenture Trustee in the annual report;
 - (vi) The Issuer, promoter or the directors have not been declared as a willful defaulter by any bank, financial institution or other entity;
 - (vii) The Secured Assets on which charge to be created are free from any encumbrances and in cases where the Secured Assets are already charged to secure a debt, the permission or consent to create a second or pari passu charge on the Secured Assets has been obtained from the earlier creditors.
- (p) Make the Relevant Filings with the ROC/SEBI/CERSAI and provide the details regarding the same to the debenture trustee**
- (i) The Issue shall duly and punctually comply with or procure that there is compliance with all filing, registration, reporting and similar requirements required in accordance with applicable Law and regulations from time to time relating in any manner whatsoever to this Deed and the Debentures and shall provide a copy of the each of the filings made by the Issuer to the Trustee.
 - (ii) The Issuer shall make requisite filings in relation to the issuance of Debentures and creation of security in relation thereto, including filing with an Information Utility in accordance with the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017.



- (iii) The Issuer will co-operate with the Trustee to enable it to make necessary filings in connection with the creation of Security over the Secured Assets under the Debenture Documents with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
- (iv) The Issuer has in a timely manner complied with all reporting and disclosure requirements under applicable Law. All such filing, reports and disclosures were in compliance as to form in all material respects with the applicable Law as of their respective filing dates and were not untrue, inaccurate or misleading as at the date on which it was filed, nor did they omit any material fact as of such date. All regulatory filings remain true, accurate and not misleading, except to the extent that information contained in any such document has been revised or superseded by a regulatory filing subsequently filed.
- (v) The Issuer shall make the relevant filings with the concerned authority viz. ROC/ SEBI/ CERSAI and shall provide the necessary details regarding the same to the Debenture Trustee.

(q) Future Borrowings

The Company shall be free to borrow / raise loans or avail financial assistance in whatever form, as also issue promissory notes / debentures / other securities in any manner having such ranking, pari passu or otherwise and change the capital structural including the issue of share of any class, on such terms and conditions as the Company may deem appropriate, without the consent of, and intimation to the Debentureholders / Trustee in this connection.

Only on fulfilling the following conditions:

- i. Submission of Asset Cover Certificate from Statutory Auditors of the company on quarterly basis that adequate security cover has been maintained.
- ii. No default in payment of Principle or Interest amount to the debenture holders.



(r) Creation and maintenance of Recovery Expense Fund as per prescribed guidelines

- (i) The Issuer shall, in order to enable the Debenture Trustee(s) to take prompt action for enforcement of security/legal proceedings in case of 'Event of Default' in listed Debentures, create a Recovery Expense Fund' (REF) which shall be used in the manner as decided in the meeting of the Debentureholders.
- (ii) The Issuer proposing to list the Debentures shall deposit, unless otherwise revised/ enhanced/ reduced by the Authority, an amount equal to 0.01% of the issue size subject to maximum of Rs.25 lakhs per issuer towards REF with the Stock Exchange, as identified and disclosed in the Placement Memorandum.
- (iii) The REF shall be created and maintained in the following form:
 - 1. The Issuer shall deposit cash or cash equivalent(s) including bank guarantees towards contribution to REF at the time of making the application for listing of the Debentures.
 - 2. The Stock Exchange shall invest cash in Government securities or treasury bills or fixed deposit with a scheduled commercial bank or gilt fund or debt mutual funds or debt exchange trade funds and the income/ interest earned thereof shall be added to the REF of the Issuer.
 - 3. The Issuer shall ensure that the bank guarantee remains valid for a period of 6 (six) months post the maturity date of the listed Debentures. The Issuer shall keep the bank guarantee in force and renew the bank guarantee at least 7 (seven) working days before its expiry, failing which the Stock Exchange shall invoke such bank guarantee.



- (iv) In case of any change in status of Issuer of the listed Debentures on account of corporate restructuring by way of scheme of arrangement etc., the Stock Exchange shall make sure that the amount maintained in the REF is available as per sub-clause (ii) above before issuing the 'observation letter' in that regard.
- (v) The Issuer shall always remain in compliance with the Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22.10.2020 issued by SEBI, as amended from time to time.
- (s) Issuer to provide relevant Security Cover Certificate regarding maintenance of security cover at 100% as per Placement Memorandum/ Debenture Trust Deed in secured NCDs.**
- (i) The issuer shall provide necessary certificate on quarterly basis to the effect that the Issuer has sufficient assets to maintain 100% security cover sufficient to discharge the principal amount of the Debentures in accordance with the provisions of the SEBI Regulations.
- (ii) The Issuer shall disclose to the Stock Exchange in quarterly, half-yearly and annual financial statements, as applicable, the extent and nature of Security created and maintained with respect to its secured listed Debentures.
- (iii) The issuer shall furnish the following documents / information / reports / certification, as applicable, to Debenture Trustee to enable the Debenture Trustee to submit the same to Stock Exchange(s) within the timelines mentioned below:

Reports/Certificate	Periodicity	Format
Security cover Certificate	Quarterly basis within 75 days from end of each quarter except last quarter of financial year	Annexure A as per SEBI Circular dated 12.11.2020 to read with SEBI Circular dated 19.05.2022

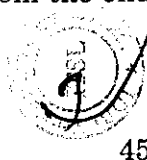
Security cover Certificate	within 90 days from end of financial year for the last quarter of financial year	Annexure A as per SEBI Circular dated 12.11.2020 to read with SEBI Circular dated 19.05.2022
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(t) forwarding intimation to the Debenture Trustee including regarding covenants and their breaches, if any

The Issuer shall forward the following to the Debenture Trustee promptly:

- (i) a copy of the annual report at the same time as it is issued and a copy of certificate from the listed entity's Statutory auditors in respect of utilisation of funds for which the funds have been raised within 75 days from the end of the financial year concerned during which the allotment was made:
- (ii) a copy of all notices, resolutions and circulars relating to-
 - 1. issue of the Debentures at the same time as they are sent to the Debentureholders;
 - 2. the meetings of the Debentureholders at the same time as they are sent to the Debentureholders or advertised in the media including those relating to proceedings of the meetings;
- (iii) intimations regarding:
 - 1. any revision in the ratings;
 - 2. any default in timely payment of interest or redemption or both in respect of the Debentureholders;
 - 3. failure to create charge on the Secured Assets;
 - 4. all covenants of the issue of Debentures (including side letters, accelerated payment clause, etc.)
 - 5. a half-yearly certificate regarding maintenance of 100% security cover or security cover as per the terms of the Placement Memorandum and/or Trust Deed, including compliance with all the covenants, in respect of listed Debentures, by the statutory auditor, within 75 days from the end of the half year.



Provided that the submission of half yearly certificate is not applicable where bonds are secured by a Government guarantee.

- (u) **Obligation of company not to create further charge or encumbrance of the trust property without prior approval of the trustee**

The Issuer shall not create or permit to subsist any security or further charge or encumbrance over any of the Secured Assets without prior written approval of the Trustee.

- (v) **providing bank details (from which the issuer proposes to pay the redemption amount) and pre-authorizing the debenture trustee to seek debt redemption payment details from the issuer's bank**

- (i) The Company hereby submits the following Bank Account details from which it proposes to pay the redemption amount and hereby pre-authorise Debenture Trustee to seek debt redemption payment related information from the said bank. The Company hereby submits a letter duly acknowledged by the said bank agreeing to provide debt redemption payment related information to the Debenture Trustee:

1. Bank Account Details:-

- Name of the Bank :- ICICI BANK LTD
- Account No. :- 603805009709
- Branch Address :- Chennai Mount Road Branch, Anna Salai, Chennai 600006

2. Bank Account Details:-

- Name of the Bank :- HDFC Bank Ltd
- Account No. :- 00040160000012
- Branch Address :- No.115, 9th floor, Dr. Radhakrishnan Salai, Chennai – 600 004



3. Bank Account Details:-

- Name of the Bank :- State Bank of India
- Account No. :- 10404414806
- Branch Address :- Corporate Accounts Group Branch, 3rd Floor, Sigapi Achi Building, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai - 600 008

- (ii) The Company hereby further agrees and undertakes that it shall also inform the Debenture Trustee of any change in above bank details within 1 working day of such change.

(w) manner of creation and operation of Recovery Expense Fund

The Issuer shall remain in compliance with the manner and operation of the REF as prescribed in sub-clause 4(u) above.

(x) intimating the details of initiation of Forensic Audit to the Debenture Trustee

In case of initiation of forensic audit, (by whatever name called), the following disclosures shall be made to the Stock Exchange by the Issuer and shall be intimated to the Debenture Trustee:

- (i) The fact of initiation of forensic audit along-with name of entity initiating the audit and reasons for the same, if available;
- (ii) Final forensic audit report (other than for forensic audit initiated by regulatory / enforcement agencies) on receipt by the Issuer along with comments of the management, if any.

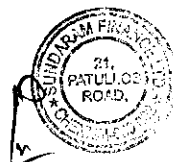


5. EVENTS OF DEFAULTS

- (a) **Events under which the security becomes enforceable which shall include the following events (the "Event(s) of Default"):**
- (i) When the Company makes default in the payment of any interest and/or in the payment of principal amount which ought to have been paid in accordance with the terms of the issue as per Private Placement Memorandum/ Offer Document/ Prospectus;
 - (ii) When the Company without the consent of Debentureholders ceases to carry on its business or gives notice of its intention to do so;
 - (iii) When an order has been made by the tribunal or a special resolution has been passed by the members of the Company for winding up of the Company;
 - (iv) When any breach of the terms of the prospectus inviting the subscriptions of the Debentures or of the covenants of Private Placement Memorandum/ Offer Document/ Prospectus and this deed is committed;
 - (v) When the Company creates or attempts to create any charge on the Secured Assets or any part thereof without the prior approval of the Trustees;
 - (vi) When in the opinion of the Trustee If, in the opinion of the Debenture Trustee, any assets held by the Debenture Trustee as security for the Debentures is in jeopardy, under threat or ceases to have effect or if any Finance Document executed or furnished by or on behalf of the Company and/or Obligor becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect or fails or ceases to provide the benefit of the liens, rights, powers, privileges or security interests purported or sought to be created thereby or if any such Finance Document shall be assigned or otherwise transferred, amended or terminated, repudiated or revoked without the approval of the Debenture Trustee;



- (vii) When the Company fails to pay when due any part of the principal of, or interest on, any Debenture or any other amount payable under any Debenture Document, or the Company fails to redeem the Debentures in accordance with the terms of this Deed and other Debenture Documents;
- (viii) When default is committed in the performance or observance of any covenant, condition or provision contained in this Deed (other than the obligation to pay principal and interest) and, except where the Trustee certifies that such default is in its opinion incapable of remedy (in which case no notice shall be required), such default continues for thirty days after written notice has been given thereof by the Trustee to the Company requiring the same to be remedied;
- (ix) When any indebtedness of the Company for borrowed monies, that is, indebtedness for and in respect of monies borrowed or raised (whether or not for cash consideration) by whatever means (including acceptance, credits, deposits and leasing) becomes due prior to its stated maturity by reason of default of the terms thereof or any such indebtedness is not paid at its stated maturity
- (x) When any information given by the Company to the Debentureholders or the Trustee is misleading or incorrect in any material respect or any breach of the terms of the Placement Memorandum inviting the subscriptions of Debentures or of the covenants of this Deed is committed;
- (xi) When there is reasonable apprehension that the Company is unable to pay its debts or proceedings for taking it into liquidation, whether voluntarily or compulsorily, may be or have been commenced or any resolution for voluntary winding-up is passed or any petition for winding-up is admitted by a competent Court/ tribunal;
- (xii) When the Company has voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law or the Company is voluntarily or involuntarily dissolved;



- (xiii) When the Company is unable to or has admitted in writing its inability to pay its debts as and when the same are due or it is certified by an accountant appointed by the Trustee that the Company's liabilities exceed its assets;
- (xiv) When the Company has taken or suffered to be taken any action for reorganisation of its capital, without notifying the Trustee;
- (xv) When a receiver or liquidator is appointed or allowed to be appointed of all or any part of the undertaking of the Company;
- (xvi) When any extra-ordinary circumstances have occurred which make it improbable for the Company to fulfill its obligations under these presents and/or Placement Memorandum and/or the Debentures;
- (xvii) When the Company is unable to pay its debts within the meaning of the Companies Act or if the Company is carrying on business at a loss and it appears to the Trustee that continuation of its business will endanger the payment of the redemption proceeds;
- (xviii) When the Company enters into amalgamation, reorganisation or reconstruction without notifying the Trustee in writing;
- (xix) When the Issuer fails to list the Debentures with the Stock Exchange within 3 (Three) days from the closure of the issue for any reason whatsoever;
- (xx) When the listing of the Debentures ceases or is suspended at any point of time prior to the discharge of all obligations and the Issuer fails to relist the Debentures with the Stock Exchange within 15 (fifteen) days from such cessation or suspension, or the trading of the Debentures on the Stock Exchange is suspended for a consecutive period of 10 (ten) days on which the Stock Exchange is open for trading;
- (xxi) When any authority condemns, nationalizes, seizes, or otherwise expropriates all or any substantial part of the



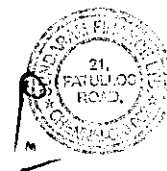
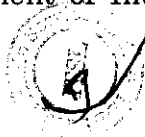
property or other assets of the Issuer, or assumes custody or control of that property or other assets or of the business or operations of the Issuer, or takes any action for the dissolution or disestablishment of the Issuer or any action that would prevent the Issuer or its officers from carrying on all or a substantial part of its business or operations.

- (xxii) When the Issuer ceases to carry on its business or gives a notice of its intention to do so.

The Events of Default shall be deemed to include the Events of Default provided in the Placement Memorandum/ Offer Document and shall be deemed to be incorporated herein.

(b) Steps which shall be taken by the Debenture Trustee in the event of defaults;

- (i) Upon occurrence of an Event of Default, the Trustee shall have the right (but not the obligation) to:
- take such actions and seek such remedies as may be available to it under applicable Law; and/or
 - enforce the rights contemplated under this Deed and/ or the Debenture Documents and take such actions as specified under this Deed, without any notice and without assigning any reason and at the risk and expense of the Company and if necessary, as attorney for and in name of the Company.
- (ii) Upon the occurrence of an Event of Default relating to repayment of debentures or payment of interest on the respective due dates, the Company shall not, without the prior written consent of the Trustee, declare or pay any dividend or other distribution (whether in cash or otherwise) to its equity shareholders during any Financial Year unless it has paid in full all the obligations.
- (iii) Upon the occurrence of an Event of Default in respect of payment of Interest / Principal, the manner of utilization of



Recovery Expense Fund and refund of Recovery Expense Fund to the Issuer on repayment shall be applied as per the extant SEBI Regulations.

- (iv) In the event of the Company committing default in the repayment of Debentures or payment of interest on the respective due dates, the Debentureholders or Trustee shall have the right to disclose the name of the Company and its directors to RBI or any other statutory or regulatory Authority.
- (v) Upon occurrence of an Event of Default in respect of payment of Interest / Principal, the Trustee may proceed for voting/ seeking consent of the Debentureholders for enforcement of security and/ or for signing the Inter-Creditor Agreement, as mentioned in this Deed.

(c) General

- (i) After the occurrence of an Event of Default under Clause 5 above, the Debenture Trustee shall send a notice to the Debenture Holder(s) (along with a copy to the Company) within 3 (three) days of the Event of Default by registered post/acknowledgement due or speed post/acknowledgement due or courier or hand delivery with proof of delivery and also through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained.

(ii) The notice shall contain the following:

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

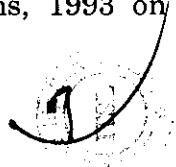


Provided that in case the Event of Default is cured between the date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.

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

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

- (iv) The Trustee shall also have the following rights (notwithstanding anything in these presents to the contrary):
 - (a) to enter upon and take possession of the Secured Assets as per the provisions of this Deed;
 - (b) to enforce any Security created pursuant to the Security Documents in accordance with the terms thereof, as may be set out therein, towards Repayment of the Secured Obligations;
 - (c) to transfer the Secured Assets of the Company by way of lease/sub-lease or license or sale upon occurrence of Event of Default in accordance with the terms hereof;
 - (d) to appoint a nominee director as per the SEBI (Debenture Trustee) Regulations, 1993 on the board of directors of the Company or to



- appoint an observer to all meetings of the board of directors of the Company.
- (e) to initiate any enforcement action including without limitation under SARFAESI Act, 2002, Insolvency and Bankruptcy Code, 2016 (wherever applicable), sale without intervention of Court under Section 69 of Transfer of Property Act, 1882 or any other Applicable Law;
 - (f) to levy default interest on overdue amounts as per the terms of issue; and
 - (g) to exercise such other rights as the Debenture Holder(s) may deem fit under Applicable Law.
- (d) The Debenture Trustee after obtaining consent of Debenture Holder(s) for enforcement shall inform the designated stock exchange seeking release of the Recovery Expense Fund. The Debenture Trustee shall follow the procedure set out in the SEBI REF Circular for utilisation of the Recovery Expense Fund and be obligated to keep proper account of all expenses, costs including but not limited to legal expenses, hosting of meetings etc., incurred out of the Recovery Expense Fund towards enforcement of Security.
- (i) All expenses over and above those met from the Recovery Expense Fund incurred by the Beneficial Owners(s)/Trustee after an Event of Default has occurred in connection with:-
 - (a) preservation of the Secured Assets (whether then or thereafter existing); and
 - (b) collection of amounts due under this Deed, shall be payable by the Company.
 - (ii) Without prejudice to the obligation of the Trustee to monitor the Security Coverage Ratio and the Security in respect of the Debentures and to take necessary enforcement actions in accordance with the Transaction Documents, it is hereby clarified that the Trustee shall not be liable in any manner to guarantee the recovery of the entire outstanding amounts in relation to the Debentures.



6. MISCELLANEOUS:

- (a) The conditions under which the provisions of the trust deed or the terms and conditions of the Debentures may be modified;**

The Trustee shall concur with the Company in making any modifications in these presents which in the opinion of the Trustee shall be expedient to make; Provided that once a modification has been approved by consent in writing of the holder(s) of the Debentures representing not less than three fourths in value of the Debentures for the time being outstanding or by a special resolution duly passed at a Meeting of the Debentureholders, the Trustee shall give effect to the same by executing necessary Deed(s) supplemental to these presents. Provided however that no modification would be more onerous than contained in these presents.

- (b) The mode of service of notices and other documents on the Company, the Trustee and the holders of the Debentures;**

- (i) Any notice, request or other communication to be given or made under this Deed shall be in writing. Any such communication shall be delivered by hand, established courier service or facsimile to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party has from time to time designated by written notice to the other Parties hereto, shall be effective upon the earlier of (a) actual receipt and (b) deemed receipt under sub-clause (b) below.

To the Company

Address : Sundaram Finance Limited,
3rd Floor, Finance Department,
No.21, Patullos Road,
Chennai – 600002
Fax : 044-28558180
Attention : Mr. P N Srikant
Secretary and Compliance Officer



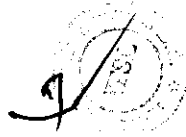
To the Trustee

Address : IDBI Trusteeship Services Limited,
Universal Insurance Building,
Ground Floor, Sir P.M. Road, Fort,
Mumbai – 400001
Fax : 022-40807018
Attention : Ms. Anjalee Athalye
Senior Vice President
e-mail ID - itsl@idbitrustee.com

- (ii) Unless there is reasonable evidence that it was received at a different time, notice pursuant to this clause is deemed given if: (i) delivered by hand, when left at the address referred to in sub-clause (a) above; (ii) sent by established courier services within a country, 3 (three) business days after posting it or confirmation of its receipt, whichever is earlier; (iii) sent by established courier service between two countries, 6 (six) business days after posting it or confirmation of its receipt, whichever is earlier; and (iv) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine. Without in any way prejudicing, affecting or modifying the above, until the Debentureholders hold any Debentures a copy of any notice or communication given or made to the Trustee pursuant to the foregoing provisions shall also be sent by courier and facsimile to the Debentureholders at his/ its registered address and any notice so sent by post, shall be deemed to have been duly served on the third day following the day on which it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

- (c) **The Company to be responsible for paying any stamp duty on the trust deed or the Debentures (if applicable);**

The Company will pay any stamp, issue, registration, documentary, transfer or other taxes and duties, including interest and penalties, payable in the Country in respect of the creation, issue and offering of the Debentures, the execution or delivery of this Deed and the other Debenture Documents. The Trustee or the Debentureholders shall not be liable to pay any such taxes and duties and shall not be



concerned with, or be obligated or required to enquire into, the sufficiency of any amount paid by the Company or any Debentureholder for this purpose. The Company will also indemnify the Trustee and any Debentureholder from and against all stamp, issue, registration, documentary or other taxes and duties paid by any of them in any jurisdiction in connection with any action taken by or on behalf of the Trustee or, as the case may be, the Debentureholders to enforce the obligations of the Company under this Deed or the Debentures.

(d) Provisions regarding meetings of the Debentureholders;

(i) In addition to convening Debenture holders' meeting in the event of default in payment of principal / interest, Issuer and Debenture Trustee to call for meeting of Denture holders upon breach of covenants

1. The meetings of the Debentureholders shall be as per the provisions set out in **Second Schedule** hereunder written (*Provisions for the meetings of the Debentureholders*).
2. The Debenture Trustee shall call or cause to be called by the Issuer a meeting of all the Debentureholders on:
 - a requisition in writing signed by at least one-tenth of the Debentureholders in value for the time being outstanding;
 - the happening of any event, which constitutes a default for breach of covenants (as specified in the Placement Memorandum and/or Debenture Trust Deed) or which in the opinion of the Debenture Trustee affects the interest of the Debentureholders:

Provided that the Debenture Trustee may seek the consent of the Debentureholders through e-voting, wherever applicable.

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Provided further that the requirement to convene a meeting of all Debentureholders in case of a default in payment obligation by the Issuer, shall not be applicable in case of the Debentures issued by way of public issue.

- (ii) **Debenture Trustee to seek approval from Debenture holders in the event of default in respect of payment of Interest / Principal and enter into Inter-Creditor Agreement as prescribed.**

The Debenture Trustee for and on behalf of the Debentureholders may enter into inter-creditor agreement as prescribed under the framework specified by the Reserve Bank of India with approval of the Debentureholders.

- (e) **Provisions for redressal of grievances of Debenture holders.**

The Company shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture holders. The average time required by the Company for the redressal of routine grievances of the Debenture holders shall be 10 (ten) Business Days from the date of receipt of the complaint. The Company further undertakes that it shall promptly give reasonable consideration to the suggestions and directions that may be given in this regard, from time to time, by the Trustee and shall advise the Trustee periodically of the compliance.

- (f) **Governing Law and Jurisdiction**

- (i) **Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of India.

- (ii) **Jurisdiction**

The Company agrees that any legal action or proceedings arising out of this Agreement may be brought in the Courts /



Tribunals of Chennai in India and irrevocably submits itself to the jurisdiction of that Court. The Trustees may, however, in their absolute discretion commence any legal action or proceeding arising out of this agreement in a court, tribunal or any other appropriate forum in India and the Company hereby consents to that jurisdiction.

PART B

C. COMMERCIAL AND TRANSACTION SPECIFIC TERMS

1. DESCRIPTION OF DEBENTURE ISSUE:

- (a) **ISIN's for which this Debenture Trust Deed is valid for and consequences in case of consolidation and reissuance of securities or redemption of particular ISIN's**

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- (b) **Details of debenture issue as regards amount, tenure, interest/coupon rate, periodicity of payment, mode of payment, period of redemption, purpose of raising finance through the debenture issue including memorandum and articles of association and necessary resolutions for the allotment of debt securities, the terms of conversion/redemption of the debentures in terms of the issue to the debenture holders, options available, and debt equity ratio and debt service coverage ratio, if applicable and other issue details as proposed to be included in Placement Memorandum/ Offer Document as per Part B, Schedule I of ILNCS Regulations and circulars, as amended from time to time.**

(i)	Debenture Amount:	50000 Secured, Listed, Redeemable, Non-Convertible Debentures of the face value of Rs.1,00,000/- each for cash at par aggregating to Rs.500,00,00,000/- (Rupees Five Hundred Crores only)
(ii)	Tenure:	2 years from the Date of Allotment

(iii)	Interest/ Coupon Rate:	8.15% p.a.
(iv)	Periodicity of payment:	Annually and on maturity
(v)	Mode of payment:	Funds Transfer/ RTGS/ NEFT
(vi)	Period of redemption:	2 years from the Date of Allotment and the Debentures shall be redeemed on 21st March 2025
(vii)	Purpose of raising finance through the debenture issue:	The funds raised through the issue of Debentures will be utilised for business purposes.
(viii)	Terms of conversion/ redemption of the Debentures:	The Debentures shall be redeemed on 21st March 2025
(ix)	Options available:	Not Applicable
(x)	Debt Equity Ratio:	<ul style="list-style-type: none"> As of 31.03.2022: 4.0 As of 31.03.2023 (Estimated): 3.7(approx.)
(xi)	Other issue details	As per Placement Memorandum

- (c) **Covenants which issuers proposes to include in the Debenture Trust Deed (including side letters, accelerated payment clause etc.)**

Not applicable

- (d) **Recovery Expense Fund details**

As per Circular No. SEBI/HO/MIRSD/CRADT/CIR/P/2020/207 dated 22.10.2020 issued by SEBI the company has deposited on 25th Jan 2021 towards REF with National Stock Exchange an amount of Rs.25 lakhs (i.e. amount equal to 0.01% of the issue size subject to maximum of Rs. 25 lakhs per issuer)

- (e) **Redemption Account Details**

The company may redeem the debentures from any of the below Banks.

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1. Bank Account Details:-

- Name of the Bank :- ICICI BANK LTD
- Account No. :- 603805009709
- Branch Address :- Chennai Mount Road Branch, Anna Salai, Chennai 600006

2. Bank Account Details:-

- Name of the Bank :- HDFC Bank LTD
- Account No. :- 00040160000012
- Branch Address :- No.115, 9th floor, Dr. Radhakrishnan Salai, Chennai – 600 004

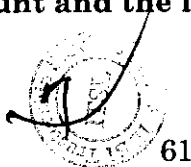
3. Bank Account Details:-

- Name of the Bank :- State Bank of India
- Account No. :- 10404414806
- Branch Address :- Corporate Accounts Group Branch, 3rd Floor, Sigapi Achi Building, 18/3, Rukmini Lakshmipathi Road, Egmore, Chennai - 600 008

2. DETAILS OF CHARGE CREATED (IN CASE OF SECURED DEBENTURES):

- (a) **Description regarding Security (where applicable) including type of security (movable/ immovable/ tangible etc.), type of charge (pledge/ hypothecation/ mortgage etc.), rank of charge created viz. first, second, pari-passu, residual, etc., date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate, Substitution of security/ Additional security**

- (i) **Security: Hypothecation of specific Loan receivables / hire purchase/ lease agreements with a cover of 100% of the issue amount and the interest accrued thereon.**



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- (ii) **Type of charge:** The Company shall secure the Debentures as per the terms of issue till the same are fully redeemed by a Deed of Hypothecation in favour of the Debenture Trustee for the Debentureholders.
- (iii) **Date of creation of security:** The Company shall execute all relevant documents and create security for the said Debentures within three days of closure of the issue or offer. In case the Company fails to create security within three days of closure of the issue or offer additional interest of 2% p.a. on the outstanding amount of Debentures shall be payable from the expiry of three days of closure of the issue or offer till such creation of security to the satisfaction of the Debentureholder(s) as well as Debenture Trustees. In case the Company fails to create the security even after the expiry of three days of closure of the issue or offer, the Company shall within 21 days thereafter convene the Meeting of the Debentureholder(s) to explain the reasons for delay in creation of security and indicate the date by which the security would be created.
- (iv) **Minimum security cover:** The Company agrees to maintain security cover of **100% of the issue amount and the interest accrued thereon** of the Debentures.
- (v) **Revaluation and Replacement of security:** The revaluation of assets would not be taken into account for determining the minimum security cover as above. The security cover will be calculated at the end of each calendar quarter and reported to the Trustee. Further, the Company can replace or vary the list of assets hypothecated in favour of the Trustee from time to time provided the valuation of the assets being replaced is stipulated to the Trustees.
- (vi) **Interest to the Debentureholder over and above the coupon rate:** In case of default in payment of interest and/or principal redemption on the due dates or observance of any other terms, conditions or covenants as per this Deed, Offer Document(s) in respect of a relevant tranche / series of the



Debentures, additional interest/ default interest of at least @ 2% p.a. or such other rate as may be prescribed under the Applicable Law over and above the applicable implicit yield / coupon rate/ interest rate will be payable by the Issuer for the defaulting period in respect of such tranche /series of the Debentures.

- (vii) **Substitution of security/ Additional security:** If the Trustees and/or the Beneficial Owner(s)/the Debentureholder(s) are of the opinion that at any time during the subsistence of this Deed the security provided by the Company has become inadequate to cover the Debentures then outstanding, the Company shall provide and furnish to the Trustees to their satisfaction such additional security as may be acceptable to the Trustees/ Debentureholder(s) to cover such deficiency.

(b) **Methods and mode of preservation of assets charged as security for the Debentures**

The Security created by or pursuant to the Security Documents, is in addition and without prejudice to any other Security, indemnity or other right or remedy which any Debentureholder, or the Trustee may now or hereafter hold or have in connection with the Debentures or part thereof, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other Security, right of recourse or other right whatsoever (or the invalidity thereof) which the Debentureholders or Trustee may now or at any time hereafter hold or have (or would apart from this Security hold or have) as regards the Issuer or any other Person in respect of the Debentures. The Security over the Secured Assets may be enforced in accordance with the Debenture Documents against the Issuer without first having recourse to any other rights of the Debentureholders or the Trustee.

(c) **Other particulars of the charge, e.g., time period of charge, rate of interest, name of the charge holder**

- (i) **Particulars of Charge:** the Issuer shall create and perfect the Security in favour of the Trustee and shall register such Security pursuant to Section 77 of the Act by filing duly





completed Form No. CHG-9 with the relevant registrar of companies within the time prescribed by the applicable Law;

- (ii) **Time Period of Charge:** The Charge shall remain continue, valid and effective in force till redemption of the Debentures by the Issuer, completion of all obligations of the Issuer in terms of this Deed and NOC issued/ charge released by the Debenture Trustee.
- (iii) **Rate of Interest:** The Debenture shall carry interest at the rate of 8.15% p.a.
- (iv) **Name of charge holder:** The Charge shall be created in favour of the Debenture Trustee for the benefit of the Debentureholders.

The Company shall provide:

- (i) **On quarterly basis:-**

Certificate from an independent chartered accountant giving the value of book receivables/ book debts;

- (ii) **On half yearly basis:-**

Certificate from statutory auditor of the Company giving the value of receivables/ book debts including compliance with the covenants of the Placement Memorandum in the manner as may be specified from time to time.

- (d) **Charging of future assets (Trustee/Company to provide)**

The Company shall from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further instruments as may reasonably be requested by Trustee for perfecting or maintaining in full force and effect the Security under the Security Documents or for re-registering such Security or

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otherwise and, if necessary, create and perfect additional security, to enable the Issuer to comply with their respective obligations under the Debenture Documents.

(e) **Time limit within which the future security for the issue of debentures shall be created**

To maintain adequate security cover on quarterly basis.

(f) **Additional Covenants**

(i) **Security Creation**

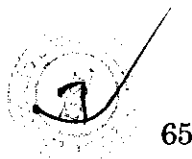
The Company shall execute the Trust Deed within three days of closure of the issue. In case of a delay in execution of Trust Deed and Security Documents, the Company will refund the subscription with agreed rate of interest or will pay penal interest of atleast 2% p.a. over the interest rate/ coupon rate till these conditions are complied with at the option of the Debentureholders.

(ii) **Default in Payment and Other Defaults**

In case of default in payment of interest and/or principal redemption on the due dates additional interest/ default interest of atleast @ 2% p.a. or such other rate as may be prescribed under the applicable Law over and above the applicable implicit yield / coupon rate/ interest rate will be payable by the Company for the defaulting period in respect of such tranche /series of the Debentures.

(iii) **Delay in Listing**

In case of delay in listing of the debt securities/ Debentures, wherever applicable, beyond 03 days (Three) days from the closure of the issue or such number of days as may be allowed (for getting the Debentures listed) under the applicable Law in respect of the relevant tranche of the Debentures, the



Company will pay default/ additional interest of atleast 1% p.a. over the coupon rate/ interest rate or such other rate as may be prescribed under the applicable Law from the expiry of 30 (thirty) days from the Deemed Date of Allotment till the listing of such debt securities/ Debentures to the Debentureholders.

- (iv) The company shall comply with SEBI Regulations and circulars issued from time to time

3. EVENTS OF DEFAULTS AND BREACH OF COVENANTS

(a) **Event of Default in payment of interest / principal and consequences of the same (including manner of voting/ conditions of joining Inter-Creditor Agreement)**

- (i) In case of an Event of Default, the Debenture Trustee shall send a notice to the Debentureholders within 3 (three) days of the Event of Default by registered post/ acknowledgement due or speed post/ acknowledgement due or courier or hand delivery with proof of delivery as also through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained. The notice shall contain the following:

1. negative consent for proceeding with the enforcement of Security;
2. positive consent for signing the ICA;
3. the time period within which the consent needs to be provided, viz. consent to be given within 15 days from the date of notice; and
4. the date of meeting to be convened,

- (ii) The Debenture Trustee(s) shall convene the meeting of all the Debentureholders within 30 (thirty) days of the Event of Default. Provided that in case the default is cured between the



date of notice and the date of meeting, then the convening of such a meeting may be dispensed with.

- (iii) Any material modification in the structure of the Debentures and execution of Inter Creditor Agreement ("ICA") shall be made only after obtaining the consent of the requisite majority of the Debentureholders as per the extant regulations/ framework prescribed by SEBI/ RBI;
- (iv) As the resolution plan in the ICA may involve restructuring including roll-over of the Debentures, requiring the consent of the Debentureholders, the process to be followed for seeking consent for enforcement of security and/or entering into an ICA shall be as per sub-clause 7(a)(i) above;
- (v) The Debenture Trustee(s) shall take necessary action to enforce Security or enter into the ICA or as decided in the meeting of the Debentureholders, subject to the following:
 - 1. In case(s) where the majority of Debentureholders expressed their dissent against enforcement of the Security, the Debenture Trustee(s) shall not enforce Security.
 - 2. In case(s) where majority of Debentureholders expressed their consent to enter into ICA, the Debenture Trustee(s) shall enter into the ICA.
 - 3. In case(s) consents are not received for enforcement of security and for signing ICA, Debenture Trustee shall take further action, if any, as per the decision taken in the meeting of the Debentureholders.
 - 4. The Debenture Trustee may form a representative committee of the Debentureholders to participate in the ICA or to enforce the Security or as may be decided in the meeting.
- (vi) The consent of the majority of Debentureholders shall mean the approval of not less than 75% of the Debentureholders by value




of the outstanding Debentures and 60% of the Debentureholders by number at the ISIN level.

(vii) **Conditions for signing of ICA by the Debenture Trustee(s) on behalf of the Debentureholders:**

The Debenture Trustee(s) may sign the ICA and consider the resolution plan on behalf of the Debentureholders upon compliance with the following conditions:

1. The signing of the ICA and agreeing to the resolution plan is in the interest of Debentureholders and in compliance with the Companies Act, 2013 and the rules made thereunder, 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.
2. If the resolution plan imposes condition(s) on the Debenture Trustee(s) that are not in accordance with the provisions of 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, then the Debenture Trustee(s) shall be free to exit the ICA altogether with the same rights as if it had never signed the ICA. Under these circumstances, the resolution plan shall not be binding on the Debenture Trustee(s).
3. The resolution plan shall be finalized within 180 days from the end of the review period. If the resolution plan is not finalized within 180 days from the end of the review period, then the Debenture Trustee(s) shall be free to exit the ICA altogether with the same rights as if it had never signed the ICA and the resolution plan shall not be binding on the Debenture Trustee(s). However, if the finalization of the resolution plan extends beyond 180 days, the Debenture Trustee(s) may consent to an extension beyond 180 days subject to the approval

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of the Debentureholders regarding the total timeline. The total timeline shall not exceed 365 days from the date of commencement of the review period.

4. If any of the terms of the approved resolution plan are contravened by any of the signatories to the ICA, the Debenture Trustee(s) shall be free to exit the ICA and seek appropriate legal recourse or any other action as deemed fit in the interest of the Debentureholders.

- (viii) The Debenture Trustee(s) shall ensure that the conditions mentioned in sub-clause 7(a) (vii) (2),(3),(4) above, are suitably incorporated in the ICA, before signing of the ICA.

(b) Conditions and Consequences of the breach of the terms/ covenants of the issue

Upon occurrence of an Event of Default, the Trustee shall have the right (but not the obligation) to:

- take such actions and seek such remedies as may be available to it under applicable Law; and/or
- enforce the rights contemplated under this Deed and/ or the Debenture Documents and take such actions as specified under this Deed, without any notice and without assigning any reason and at the risk and expense of the Company and if necessary, as attorney for and in name of the Company.



THE FIRST SCHEDULE ABOVE REFERRED TO

(REPRESENTATIONS AND WARRANTIES)

The Issuer represents and warrants to the Trustee on the date of this Deed, that the statements contained hereinbelow are true, accurate and not misleading.

1. **Organization and Authority**

The Company is a legal entity duly incorporated, validly existing and in good standing under the laws of its place of incorporation and has all necessary corporate power and authority to enter into, deliver, perform its obligations under this Deed and each of the other Debenture Documents to which it is a party and to consummate the transactions contemplated by this Deed and each of the other Debenture Documents to which it is a party.

2. **Validity**

Each Debenture Document (to which it is a party) has been duly authorized, executed and delivered and constitutes its valid and legally binding obligation enforceable against it in accordance with its terms.

3. **No Conflict**

The execution, delivery and performance of this Deed and each of the other Debenture Documents to which it is a party including the issuance of the Debentures upon subscription thereof, do not and will not:

- (i) violate, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default, or require any consent under, any indenture, mortgage, agreement or other instrument or arrangement to which it is a party or by which it is bound;
- (ii) violate, conflict with or result in a breach of any of the terms of, or require any consent under, any of the terms or provisions of its Charter;
- (iii) violate or conflict with any authorization, judgment, decree or order or any applicable Law; and/or



- (iv) violate, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, or require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Lien over any of its assets pursuant to, any note, bond, indenture, mortgage, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party or by which it is bound or affected.

4. **Issuance of Debentures**

The issuance of the Debentures has been duly and validly authorized by all necessary corporate actions of the Issuer and when issued, sold and delivered in accordance with the terms of this Deed, the Debentures will be duly and validly issued, fully paid and non-assessable, free of all liens and the issuance thereof will not be subject to preemptive rights, or rights of first refusal and they will not be subject to or other restrictions on transfers.

5. **Status of Authorizations**

The Issuer is duly licensed and/or qualified to do business in each jurisdiction in which the properties owned or leased by it or its operations makes such licensing or qualification necessary or desirable. All of the authorizations by or with any Authority needed by the Issuer to conduct its operations, and all Authorizations required by the Issuer to enter into, deliver, perform its obligations under this Deed and each of the other Debenture Documents to which it is a party and to consummate the transactions contemplated by this Deed and each of the other Debenture Documents to which it is a party, have been obtained and are in full force and effect and to the best of the knowledge of the Issuer, there are no facts or circumstances which indicate that any such Authorizations would or might be revoked, cancelled, varied or not renewed.

6. **No Immunity**

Neither Issuer nor any of its property enjoys any right of immunity from set-off, suit, execution or any legal process with respect to its property or its obligations under this Deed or any of the Debenture Document.



7. **Charter**

The Issuer's memorandum of association and articles of association delivered to the Debentureholders is a true and current copy of the memorandum of association and articles of association of the Issuer. The list of current directors and key officers delivered to the Debentureholders is true, current and complete and has not undergone any change.

8. **Financial Statements**

The Issuer's audited consolidated balance sheet for the fiscal year ended as of **March 31, 2022** and the related audited consolidated statements of income and cash flows for such fiscal year (collectively, the "**Financial Statements**") (a) have been prepared in accordance with (i) the books of account and other financial records of the Issuer and (ii) the accounting standards applied on a consistent basis throughout the period therein specified, (b) give a true and fair view of the consolidated financial condition of the Issuer as of the date as of which they were prepared and the results of operations during the period therein specified, and (c) include all adjustments (consisting only of normal recurring accruals) that are necessary for a fair presentation of the consolidated financial condition of the Issuer as of the date thereof and the results of the operations for the periods covered thereby. There are no losses, liabilities or indebtedness (whether actual or contingent or otherwise) or bad or doubtful debts other than those fully disclosed in the Financial Statements. Reserves are reflected on the Financial Statements against all liabilities of the Issuer in amounts that have been established on a basis consistent with the past practices of the Issuer and in accordance with the accounting standards.

9. **Taxes**

- (i) All tax returns of the Issuer required by Law to be filed have been duly filed and all taxes, fees and other governmental charges upon the Issuer, or its properties, or its income or assets, which are due and payable or to be withheld, have been paid, or withheld in accordance with applicable Law.
- (ii) There are no proceedings and no claims or demand outstanding against the Issuer under the (Indian) Income Tax Act, 1961.



10. **Compliance with law**

The Issuer is in compliance with all applicable Laws.

11. **Compliances under the Placement Memorandum**

- (i) The Placement Memorandum issued by the Issuer is in accordance with, and in such form and manner as prescribed under the SEBI Regulations and the Act, and other applicable Laws.
- (ii) The information provided by the Issuer in the Placement Memorandum issued to the Debentureholders and all other information provided by the Issuer pursuant to the Debenture Documents is true and accurate in all material respects.
- (iii) Further, the Placement Memorandum issued by the Issuer to the Debentureholders contain all disclosures as required under the Act and the SEBI Regulations respectively.

12. **Environmental Matters**

There are no material social or environmental risks or issues in respect of the Issuer operations.

13. **Litigation**

- (i) The Issuer is not involved in any litigation, arbitration, administrative, regulatory or governmental proceedings or investigations. There are no such proceedings or investigations pending or, to the best of the knowledge of the Issuer, threatened against the Issuer or involving the Issuer.
- (ii) No Governmental order has been issued against the Issuer which has or may reasonably be expected to have a material adverse effect or could affect the legality, validity or enforceability of this Deed or any transaction document or the consummation of the transactions contemplated hereby or thereby.
- (iii) The Issuer has not been charged, convicted, fined or otherwise sanctioned in any litigation, administrative, regulatory or criminal investigation or proceeding or freezing of assets by any Authority



involving the Issuer or its employees with regard to money laundering or financing of terrorism.

14. **Disclosure**

None of this Deed, any other Debenture Document, the Issuer's Charter, or certificates or schedules made and delivered to the Debentureholders pursuant thereto contains any information which is untrue, inaccurate or misleading in any material respect nor does it omit any information the omission of which makes the information contained in it untrue, inaccurate or misleading in any material respect and all information material to the Debentureholders investment decision has been disclosed to the Debentureholders.

15. **Insurance**

The Issuer shall ensure that the Secured Assets are adequately insured.

16. **Criminal Offenses**

Neither Issuer nor any Person acting on its behalf whose acts could incur the Issuer's vicarious liability has carried out any actions or made any omissions which could result in the Issuer incurring criminal liability or sanctions.

17. **Restrictions on Business Activities**

There is no agreement, governmental order, any proceeding or ongoing investigation, imposing any penalty on the Issuer or, which has or could reasonably be expected to have the effect of prohibiting or impairing in any material respect any of its current or future business practices, its acquisition of property or the conduct of its business as it is currently conducted or as proposed to be conducted.

18. **Books and Records**

Complete and accurate copies of the register of members, which accurately record the name and address of each shareholder and the certificate number evidencing such shares, register of loans and guarantees, and register of debenture holders of the Issuer.



19. **Labor Matters**

The Issuer is not a party to any collective bargaining agreements or labor union contracts. There is no material activity or proceeding of any labor union to organize its employees and there are no ongoing or, to the best knowledge of the Issuer after due inquiry, threatened strikes, slowdowns or work stoppages by employees of the Issuer or any contractor with respect to the Issuer operations.

20. **Intellectual Property**

The Issuer owns or has the valid right to use all intellectual property that is material to the Issuer operations.

21. **Regulatory Filing**

The Issuer has in a timely manner complied with all reporting and disclosure requirements under applicable Law. All such filing, reports and disclosures were in compliance as to form in all material respects with the applicable Law as of their respective filing dates and were not untrue, inaccurate or misleading as at the date on which it was filed, nor did they omit any material fact as of such date. All regulatory filings remain true, accurate and not misleading, except to the extent that information contained in any such document has been revised or superseded by a regulatory filing subsequently filed.

22. **Consents and Approvals**

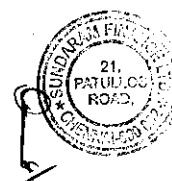
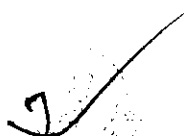
The execution, delivery and performance of this Deed, each Debenture Document to which it is a party, by the Company does not and will not require any Authorization by or with any Authority or consent/authorization from any other Person.

23. **Related Party Transactions**

All Related Party transactions entered into by the Issuer have been entered into on arms length basis and in compliance with the provisions of the Act.

24. **Indebtedness.**

- (i) Other than as disclosed in the audited financial statements of the Issuer for the Financial Year ending **March 31, 2022** submitted to

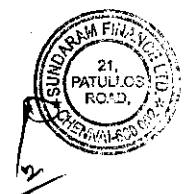


the Trustee in accordance with this Deed, the Issuer has no outstanding loans, borrowings or advances in whatever form obtained from its shareholders or holders of any other securities of the Issuer. All such borrowings and advances obtained by the Issuer have been made in accordance with applicable Law and all requisite corporate Authorizations in respect of such borrowings and advances have been obtained.

- (ii) The Issuer does not have outstanding any financial indebtedness or other borrowing (including, without limitation, any indebtedness for moneys borrowed or raised under any acceptance credit, bond, note, bill of exchange or commercial paper, finance lease, hire purchase agreement, trade bills, forward sale or purchase agreement or conditional sale agreement or other transaction having the commercial effect of a borrowing), other than as disclosed in the Financial Statements.
- (iii) The Issuer has not received any notice to repay under any agreement relating to any borrowing or financial indebtedness, which is repayable on demand.
- (iv) The Issuer has not defaulted in the repayment of any loans or advances on the dates on which they have fallen due and in accordance with the respective terms of the lending documents.
- (v) There are no contingent liabilities of the Issuer other than as disclosed in Financial Statements.

25. **Security**

- (a) The Issuer is the sole legal and beneficial owner of all the Secured Assets.
- (b) The provisions of the Security Documents shall be effective to create, in favour of the Trustee, legal, valid and enforceable Security on all of the Secured Assets, including, all necessary and appropriate recordings and filings shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken so that each such Security Document creates an effective Security and all necessary and appropriate consents to the creation, effectiveness, and enforcement of such Security shall have been obtained from each of

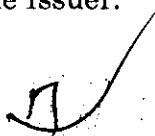


the parties to the transaction documents and the relevant governmental Authorities.

- (c) The Security created or to be created over the Secured Assets under the Security Documents shall be in the nature of a first ranking/pari passu Security created in favour of the Trustee.
- (d) The Secured Assets or any part thereof are not subject to any claim of civil revenue or any other liability by any authority under any applicable Law for the time being in force.

26. **Solvency**

- (a) The Issuer has not commenced, and neither does it intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Debt and no Issuer has application pending or threatened for its winding up, liquidation, insolvency resolution process, or other similar action.
- (b) The value of the assets of the Issuer, is more than its respective liabilities (taking into account contingent and prospective liabilities) and it has sufficient capital to carry on its business.
- (c) No Issuer has taken any corporate action, nor to the knowledge of the Issuer, has any legal proceedings or other procedure or step been taken or started in relation to its bankruptcy/winding up, dissolution or re-organization, for the enforcement of any security over the Issuer's assets or for the appointment of a liquidator, supervisor, resolution professional, interim resolution professional, receiver, administrator, trustee or other similar officer of it or in respect all or substantially all assets of the Issuer.
- (d) No moratorium has been, or, to the best of the knowledge of the Issuer, will, in the reasonably foreseeable future be, declared in respect of any of the Financial Debt of the Issuer.
- (e) No application has been filed before the National Company Law Tribunal seeking the commencement of an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 in respect of the Issuer.



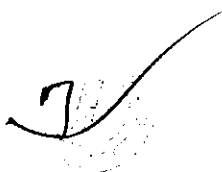
- (f) No action or proceeding has been taken or resolution plan has been prepared for the Issuer pursuant to prudential framework for resolution of the stressed assets or any other guidelines issued or framework set up by the RBI in relation to resolution of stressed assets.
- (g) No Issuer has taken any corporate action nor have any legal proceedings commenced against it nor has it received a notice in relation to anything referred to in this clause.

27. **Material Adverse Effect**

- (a) There are no existing facts or circumstances that may have a material adverse effect on the ability of the Issuer to conduct their business as currently conducted.
- (b) There is no agreement, governmental order, proceeding or ongoing investigation imposing any penalty on the Issuer or, which has or could reasonably be expected to have the effect of prohibiting or impairing in any material respect any of business practices, its acquisition of property or the conduct of its business as it is currently conducted.

28. **Responsibilities and warranties of the Company**

- (a) The Debenture Trustees, "ipso facto" do not have the obligations of a borrower or a Principal Debtor or a Guarantor as to the monies paid/invested by investors for the Debentures.
- (b) The Issuer Company confirms that all necessary disclosures have been made in the Placement Memorandum/Offer document including but not limited to statutory and other regulatory disclosures. Investors should carefully read and note the contents of the Placement Memorandum/Offer document. Each prospective investor should make its own independent assessment of the merit of the investment in Debentures and the Issuer Company. Prospective Investor should consult their own financial.



THE SECOND SCHEDULE ABOVE REFERRED TO

(PROVISIONS FOR THE MEETINGS OF THE DEBENTUREHOLDERS)

The following provisions shall apply to the meeting of the Debentureholders:

1. The Trustee or the Company may, at any time, and the Trustee shall at the request in writing of the holder(s) of Debentures representing not less than one-tenth in value of the nominal amount of the Debentures for the time being outstanding, convene a meeting of the holders of the Debentures. Any such meeting shall be held at such place in the City where the Registered Office of the Company is situate or at such other place as the Trustee shall determine.
2.
 - i) A meeting of the Debentureholders may be called by giving not less than twenty-one days' notice in writing.
 - ii) A meeting may be called after giving shorter notice than that specified in sub-clause (i), if consent is accorded thereto by holders of Debentures representing not less than 95% of the Debentures for the time being outstanding.
3.
 - i) Every notice of a meeting of the Debentureholders shall specify the place, day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
 - ii) Notice of every meeting shall be given to:-
 - a) every Debentureholder in the manner provided in the Trust Deed;
 - b) the persons entitled to a Debenture in consequence of the death or insolvency of a Debentureholder, by sending it through post in a pre-paid letter addressed to them by name or by the title of 'representatives of the deceased', or 'assignees of the insolvent' or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death



or insolvency had not occurred;

- c) the Auditor or Auditors for the time being of the Company in the manner authorised by Section 20 of the Companies Act in the case of any members of the Company; and
- d) the Trustee when the meeting is convened by the Company and to the Company when the meeting is convened by the Trustee.

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighbourhood of the Registered Office of the Company under Section 20 of the Act, the statement of material facts referred to in Section 102 of the Act need not be annexed to the notice as required by that Section but it shall be mentioned in the advertisement that the statement has been forwarded to the Debentureholders.

- 4. The accidental omission to give notice to, or the non-receipt of notice by, any Debentureholder or other person to whom it should be given shall not invalidate the proceedings at the meeting.
- 5. i) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director and the Manager, if any, of the Company.

Provided that where any item of special business as aforesaid to be transacted at a meeting of the Debentureholders relates to, or affects, any other company, the extent of shareholding interest in that other company of every Director, and the Manager, if any, of the first mentioned company shall also be set out in the statement if the extent of such shareholding interest is not less than twenty per cent of the paid up share capital of that other company.

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



6. i) Five Debentureholders, personally present or holders of not less than 10% of the outstanding amount of the Debentures shall be the quorum for the meeting of the Debentureholders and provisions of following sub-clause (ii) shall apply with respect thereto.
- ii) If, within half an hour from the time appointed for holding a meeting of the Debentureholders, a quorum is not present, the meeting, if called upon the requisition of the Debentureholders shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the holding of the meeting, the Debentureholders present shall be a quorum.
7. i) The nominee of the Trustee shall be the Chairman of the meeting and in his absence the Debentureholders personally present at the meeting shall elect one of themselves to be the Chairman thereof on a show of hands.
- ii) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act, the Chairman elected on a show of hands exercising all the powers of the Chairman under the said provisions.
- iii) If some other person is elected Chairman as a result of the poll, he shall be Chairman for the rest of the meeting.
8. The Trustee and the Directors of the Company and their respective Solicitors may attend any meeting but shall not be entitled as such to vote thereat.
9. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the Chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.



10. Subject to the provisions of the Companies Act including the Rules framed thereof, before or on the declaration of the result on voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by holder(s) of Debentures representing not less than one-tenth of the nominal amount of the Debentures for the time being outstanding or holding Debentures of the aggregate face value of Rs.50,000/- present in person or by proxy.
11. i) The demand of a poll may be withdrawn at any time by the person or persons who made the demand.
- ii) A poll demanded on a question of adjournment shall be taken forthwith.
- iii) A poll demanded on any other question (not being a question relating to the election of a Chairman) shall be taken at such time not being later than forty-eight hours from the time when the demand was made, as the Chairman may direct.
12. At every such meeting each Debentureholder shall, on a show of hands, be entitled to one vote only, but on a poll he shall be entitled to one vote in respect of every Debenture of which he is a holder in respect of which he is entitled to vote.
13. i) Any Debentureholder entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Debentureholder or not) as his proxy to attend and vote instead of himself.
- ii) in every notice calling the meeting there shall appear with reasonable prominence a statement that a Debentureholder 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 Debentureholder.
- iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarily certified copy of the power of attorney shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the



instrument proposes to vote or in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.

- iv) The instrument appointing a proxy shall:-
 - a) be in writing; and
 - b) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
 - v) The instrument appointing a proxy shall be in Form No. MGT – 11 as set out in the Companies (Management and Administration) Rules, 2014 and shall not be questioned on the ground that it fails to comply with any special requirement specified for such instruments by the Articles of Association of the Company.
 - vi) Every Debentureholder entitled to vote at a meeting of the Debentureholders of the Company on any resolution to be moved thereat shall be entitled during the period beginning twenty four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than three days' notice in writing of the intention so to inspect is given to the Company.
 - vii) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debenture in respect of which the proxy is given Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
14. On a poll taken at any meeting of the Debentureholder a Debentureholder entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in

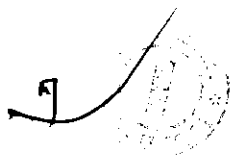


the same way all the votes he uses.

- i) When a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.
 - ii) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
 - iii) Of the two scrutineers appointed under this Clause, one shall always be a Debenture holder (not being an officer or employee of the Company) present at the meeting, provided such a Debentureholder is available and willing to be appointed.
15. i) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
- ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
16. In the case of joint Debentureholders, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other joint holder or holders.
17. The Chairman of a meeting of the Debentureholders may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
18. In the case of equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debentureholder.



19. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
20. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
21. A meeting of the Debentureholders shall, inter alia, have the following powers exercisable in the manner hereinafter specified in Clause 22 hereof
- i) Power to sanction any compromise or arrangement proposed to be made between the Company and the Debentureholders.
 - ii) Power to assent to any scheme for reconstruction or amalgamation of or by the Company whether by sale or transfer of assets under any power in the Company's Memorandum of Association or otherwise under the Act or provisions of any law.
 - iii) Power to assent to any modification of the provisions contained in the Trust Deed and to authorise the Trustee to concur in and execute any Supplemental Deed embodying any such modification.
 - iv) Power to remove the existing Trustee and to appoint new Trustee in respect of the trust securities.
 - v) Power to give any direction, sanction, request or approval which under any provision of the Trust Deed is required to be given by a Special Resolution.
22. The powers set out in Clause 21 hereof shall be exercisable by a Special Resolution passed at a meeting of the Debentureholders duly convened and held in accordance with provisions herein contained and carried by a majority consisting of not less than three-fourth of the persons voting thereat upon a show of hands or if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll. Such a Resolution is hereinafter called "Special Resolution".



23. A Resolution, passed at a general meeting of the Debentureholder duly convened and held in accordance with these presents shall, be binding upon all the Debentureholders whether present or not, at such meeting and each of the Debentureholders shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intentions being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.
24. Minutes of all Resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Trustee at the expenses of the Company and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such Resolutions were passed or proceeding held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting is in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.
25. Notwithstanding anything herein contained, it shall be competent for all the Debentureholders to exercise the rights, powers and authorities of the Debentureholders under the said Trust Deed by a letter or letters signed by or on behalf of the holder or holders of at least three-fourths in value of the Debentures outstanding without convening a meeting of the Debentureholders as if such letter or letters constituted a resolution or a special resolution, as the case may be passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.



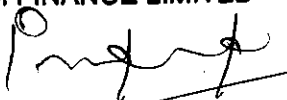
IN WITNESS WHEREOF the Common Seal of the Company has been hereunto affixed and the Trustee have caused these presents to be executed by their respective authorised officers the day and year first hereinabove written in the manner hereinafter appearing.

For SUNDARAM FINANCE LIMITED


Authorised Signatory

THE COMMON SEAL OF THE withinnamed **SUNDARAM FINANCE LIMITED** has been hereto affixed pursuant to the Resolutions passed by its Board of Directors at their Meeting held on **07th November 2022** in the presence of Shri P N Srikant, Secretary and Compliance Officer of the Company, who has subscribed his signature hereto in token thereof in the presence of:

For SUNDARAM FINANCE LIMITED


Authorised Signatory

SIGNED AND DELIVERED by within named **IDBI TRUSTEESHIP SERVICES LIMITED** in its capacity as Trustee by the hand of Shri **R. RAMESH**

FOR IDBI TRUSTEESHIP SERVICES LTD.


AUTHORISED SIGNATORY

in the presence of:

1.

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