தமிழ்நாடு தமிலநாடு TAMILNADU

Belstar Investment and Finance Pvt Ltd
2128
Chennai
21/11/17

BN 174237

M. KURSHITH BEGUM
STAMP VENDOR
58, (NEW No: 18) FANPET 2nd STREET,
NANDANAM, CHENNAI - 600 035.
L.No: 12842/B1/83
PH: 24335954

**EXECUTED BY**

**BELSTAR INVESTMENT AND FINANCE PRIVATE LTD**
**IN FAVOUR OF**
**IDBI TRUSTEESHIP SERVICES LIMITED**

**IN RESPECT OF**

**Issuance of Senior Rated Listed Redeemable Secured Non-Convertible Debentures Aggregating to Rs 75,00,00,000/- (Rupees Seventy Five Crores Only) in one or more Series**

**DATED AS OF NOVEMBER 22, 2017**

For IDBI TRUSTEESHIP SERVICES LTD.
R. Nirmala
AUTHORISED SIGNATORY

BELSTAR INVESTMENT AND FINANCE PRIVATE LIMITED
CHENNAI 600083
COMPANY SECRETARY

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CHENNAI 600083

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Belstar Investment and Finance pvt Ltd Chennai

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21/11/17

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**DATED AS OF NOVEMBER 22, 2017**

For IDBI TRUSTEESHIP SERVICES LTD.
R. Nikmde
AUTHORISED SIGNATORY

IDBI Trusteeship Services Ltd. ITSL

BELSTAR INVESTMENT AND FINANCE PVT. LTD. CHENNAI 600083

COMPANY SECRETARY

तमिलनाडु TAMILNADU

Belstar Investment and Finance pvt Ltd Chennai

21221
21/11/17

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**Issuance of Senior Rated Listed Redeemable Secured Non-Convertible Debentures Aggregating to Rs 75,00,00,000/- (Rupees Seventy Five Crores Only) in one or more Series**

**DATED AS OF NOVEMBER 22, 2017**

For IDBI TRUSTEESHIP SERVICES LTD.
R. Nimde
AUTHORISED SIGNATORY

IDBI Trusteeship Services Ltd. ITSL

BELSTAR INVESTMENT AND FINANCE PRIVATE LTD
COMPANY SECRETARY

# DEBENTURE TRUST DEED

This **DEBENTURE TRUST DEED** (hereinafter referred to as the "**Deed**") is made at Chennai on this the 22nd day of November Two Thousand and Seventeen, by and between:

**BELSTAR INVESTMENT AND FINANCE PRIVATE LTD** a private limited company incorporated under the Companies Act, 1956 (1 of 1956) and registered as a non-banking financial company with the Reserve Bank of India, having its registered office at New No. 33, Old No. 14, 48th Street, 9th Avenue, Ashok Nagar, Chennai, Tamil Nadu- 600083, (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

**IDBI TRUSTEESHIP SERVICES LIMITED**, a company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at Ground Floor, Asian Building, 17, R Kamani Rd, Ballard Estate, Fort, Mumbai, Maharashtra 400001, (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors in office and permitted assigns) of the **OTHER PART**.

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

**WHEREAS:**

A. With a view to raising debt to meet its funding requirements for on-lending to its microfinance clients, the Company has issued a Shelf Disclosure Document (hereinafter referred to as the "**Shelf Disclosure Document**") dated Novemeber,21_ 2017 setting out the broad terms and conditions of the Issue for the issue of Senior Secured Rated Listed Redeemable Non-Convertible Debentures ("**Debentures**") in one or more series/tranche, each having a face value of Rs 1,00,000/- (Rupees One Lakh Only) aggregating upto 75,00,00,000 (Seventy Five Crores) and shall issue appropriate Term sheet(s) setting out the terms and conditions of each series, for cash, at par, in dematerialised form on a private placement basis to certain identified investors (hereinafter referred to as the "**Issue**")

B. The Company shall, at the time of issue of any series of Debentures, also decide the other terms and conditions of the Debentures to be issued in such Series, including, without limitation, the series size, allotment date, rating, interest rate, redemption terms,. through the relevant Term sheet. Subsequent to the allotment of such Debentures under any Series, the Company shall provide the Debenture Trustee with details of such Debentures allotted;

C. The Debentures shall be issued on a private placement basis in one or more series/tranche in accordance with the terms and conditions set out in this Deed as also in accordance with the terms and conditions of the respective Term sheet as required pursuant to guidelines, if applicable, of Securities and Exchange Board of India ("**SEBI**") and the Reserve Bank of India ("**RBI**") and such other regulations / guidelines that SEBI / RBI may prescribe from time to time;

D. The Company being duly empowered by its memorandum of association and articles of association, shall allot and issue the Debentures pursuant to the authority granted by the resolution of the shareholders of the Company in the extra ordinary general meeting held on

March 29, and the resolution of the Board of Directors of the Company passed at its meeting held on July 31, 2017;

E. The Debentures shall be issued in dematerialised form and are subject to the provisions of the Depositories Act, 1996 and rules notified by the Central Depository Services (India) Limited (**"CDSL"**) and the National Securities Depository Limited ("**NSDL**") from time to time. Therefore the Company has entered into/will enter into an agreement with CDSL and NSDL respectively, for issuing Debentures in dematerialised form;

F. The Company has obtained credit rating for the Debentures being secured under these presents from the Rating Agency (as defined hereinafter), which has affirmed a rating of "CARE A"(pronounced "CARE Single A") to the Debentures issuance of the Company and as more specifically mentioned in the respective term sheets issued for each Series/tranche and as specified under Schedule II of this Deed;

G. The Debentures are to be listed on the Wholesale Debt Market (hereinafter referred to as **("WDM")**) of the Bombay Stock Exchange (hereinafter referred to as ("**BSE**") within a period of 15 (Fifteen) calendar days from the Deemed Date of Allotment (as defined hereinafter).;

H. The Debenture Trustee is registered with the Securities and Exchange Board of India as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 and pursuant to the consent letter dated November 20, 2017 addressed by the Debenture Trustee which has been accepted by the Company, the Debenture Trustee has agreed to act as trustee in trust and on behalf of and for the benefit of the Debenture Holder(s) and the Debenture Holder(s) from time to time, and each of their successors and assigns;

I. The Debenture Trustee and the Company have entered into a Trustee Agreement (as more particularly defined hereinafter) whereby the Company has appointed the Debenture Trustee and the Debenture Trustee has agreed to be appointed as the debenture trustee for the benefit of the Debenture Holder(s) and for purposes related thereto, including for holding the security to be created by the Company in favour of the Debenture Trustee to secure the payment and other obligations of the Company in respect of the issuance of the Debentures, for the benefit of the Debenture Holder(s);

J. One of the terms of the issue of the Debentures (as more particularly defined hereinafter) is that the redemption of the principal amounts, coupons, the remuneration of the Debenture Trustee, and all costs, charges, expenses and other monies payable by the Company in respect of the Debentures will be *inter alia* secured by way of an Exclusive charge over the standard asset portfolio of receivables being the Secured Property (as more particularly defined hereinafter)(hereinafter referred to as "Company's Receivables" ;

K. The Company now proposes to execute a deed being these presents, with a view to record the various terms and conditions and stipulations of the Debentures, terms and conditions of the appointment of the Debenture Trustee as well as the Company's obligations in respect of the Debentures including redemption of the Debentures and payment of all costs, charges, expenses and other monies in accordance with the terms of the issue of the Debentures and creation of security, and the Company has agreed to do so in the manner agreed by the Debenture Trustee as hereinafter provided;

L. Accordingly, the Debenture Trustee has called upon the Company to execute a deed being these presents with a view to record the various terms, conditions and stipulations of the

Debentures terms and conditions of the appointment of the Debenture Trustee as well as the Company's obligations in respect of the Debentures including, redemption of the Debentures, payment of the Coupon, including Default Interest thereon (if applicable), and payment of all costs, charges, expenses and other monies in accordance with the terms of the Issue, creation of security, outstanding remuneration of the Debenture Trustee and all costs, charges, expenses and other monies payable in accordance with the terms of the issue of the Debentures and creation of security, and the Company has agreed to do so in the manner agreed by the Debenture Trustee, as hereinafter provided.

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

## 1. DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions

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

(a) "**Act**" shall mean the Companies Act, 1956 ("**1956 Act**"), or where applicable the notified provisions of the Companies Act, 2013 ("**2013 Act**"), as may be amended from time to time;

(b) "**Additional Time Period**" shall have the meaning given to the term in Clause 6.3 of this Deed;

(c) "**Applicable Law**" shall mean all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof;

(d) "**Beneficial Owner(s)**" shall mean the Debenture Holder(s) of the Debentures in dematerialised form whose name is recorded as such with the Depository;

(e) "**Business Day**" shall mean any day of the week (excluding Saturdays, Sundays and any other day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai or/ Chennai and "**Business Days**" shall be construed accordingly;

(f) "**BSE**" shall have the meaning assigned to such term in Recital **Error! Reference source not found.** above;

(g) "**CDSL**" shall have the meaning assigned to the term in Recital E above;

(h) "**Client Loan**" shall mean each loan made by the Company as a lender, and "**Client Loans**" shall refer to the aggregate of such loans;

(i) "**Coupon**" shall mean the coupon payable on the Debentures for each Series on the Coupon Payment Date(s), at the Coupon Rate;

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(j) "**Coupon Payment Date**" shall mean the payment dates on which the Company shall make the payment of the Coupon in respect of each Series of Debentures, which shall be as specified in Clause 2.4 of Schedule II to this Deed;

(k) "**Coupon Rate**" / **"Interest Rate"** shall mean the interest/ coupon rate of the Debentures allotted for each series/ tranche to the Debenture Holders which is more particularly described in Clause 2.3 of Schedule II of this Deed

(l) "**Debentures** / "NCDs", means Secured Redeemable, Rated, Listed, Non-Convertible Debentures, issued / to be issued from time to time under these presents, not exceeding the aggregate nominal value of Rs. 75,00,00,000/- (Rupees Seventy Five Crores Only), outstanding at any point of time, on private placement basis, under Shelf Disclosure Documents and the respective Term Sheet(s) issued in respect of each Series/tranche.;

(m) "**Debenture Holder(s)**" or "**Holder(s) of Debentures** shall mean initially the persons detailed in the Schedule I hereto who are the subscribers to the Debentures and for the time being holders of the Debentures and thereafter the subsequent Debenture Holder(s), each of whom fulfils the following requirements:-

(i) Persons who are registered as such as the Beneficial Owners; and

(ii) Persons who are registered as debenture holder(s) in the Register of Debenture Holder(s);

(and shall include registered transferees of the Debentures from time to time with the Company and the Depository) and in the event of any inconsistency between sub paragraph (i) and (ii) above, sub paragraph (i) shall prevail.

(n) "**Deed of Hypothecation**" shall mean the deed of hypothecation executed on or about the date hereof by the Company in favour of the Debenture Trustee to evidence creation of a first ranking exclusive charge by the Company in favour of the Debenture Trustee for the benefit of the Debenture Holder(s) over the Secured Property, both present and future;

(o) "**Deemed Date of Allotment**" shall mean the date/s on which the Debentures under each Series are deemed to have been allotted to the Debenture Holder(s), as further specified in the relevant Term sheet and as mentioned under Schedule II of this Deed ;

(p) "**Default Interest**" shall have the meaning assigned to the term in Clause 7 of **Schedule II** to this Deed;

(q) "**Depository**" shall mean the depository(ies) with whom the Company has made arrangements for dematerialising the Debentures, being CDSL and NSDL;

(r) "**Disclosure Document(s)**" means the Shelf Disclosure Document, and such Term sheet(s), that may be issued pursuant to this Issue from time to time for each Series, and the term shall include the Private Placement Offer Letter(s) (as defined herein after) in respect of the relevant Series of the Debentures;

(a) "**Due Date(s)**" shall mean any date on which the Debenture Holder(s) are entitled to any payments in relation to the Debentures, whether for redemption or towards Coupon, as provided for in the relevant Term sheet;

(b) "**Events of Default**" shall mean the events of default as set out in Clause 11 hereof and shall, in relation to the Debenture Holder(s) of any Series of Debentures, additionally mean any event or circumstances described as an event of default under the relevant Transaction Documents in respect of such Series of Debentures;

(c) "**Financial Indebtedness**" shall mean, without double counting, any indebtedness for or in respect of moneys borrowed;

i. any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialized equivalent;
ii. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
iii. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
iv. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
v. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
vi. any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value if payable by a borrower under each such transaction shall be taken into account);
vii. (A) shares which are expressed to be redeemable or (B) any shares or instruments convertible into shares which are the subject of a put option or any form of buyback guarantee granted by the Company issuing such shares or convertible instruments;
viii. any obligation under any put option including any form of guarantee, letter of comfort, short fall undertaking, keepfit letter or indemnity in respect of any shares or instruments convertible into shares issued by another entity;
ix. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
x. the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (x) above,
xi. and includes all Financial Indebtedness in respect of any of the items referred to in paragraphs (i) to (xi) above which the relevant person has irrevocably committed to incur (whether by way of issue of an irrevocable drawdown notice (or equivalent), guarantee of any such Financial Indebtedness which has been similarly committed to be incurred or otherwise), notwithstanding that no actual liability or debt exists at the time of such consideration.

(d) "**Final Settlement Date**" shall mean the date on which the Payments have been irrevocably discharged in full and / or the Debentures have been redeemed by the Company in full in accordance with the terms of the Transaction Documents;

(e) "**Financial Terms and Conditions**" shall mean the terms and conditions on the part of the Company to be observed and performed as set out in **Schedule II** hereto and as the same may, from time to time, be modified in accordance with these presents;

(f) "**Financial Year**" shall mean the financial year of the Company used for the purposes of accounting;

(g) "**Governmental Authority**" shall mean the President of India, the Government of India, the Governor and the Government of any State in India, any ministry or department of the same, any municipal or local government authority, any authority or private body exercising powers conferred by applicable law and any court, tribunal or other judicial or quasi-judicial body, and shall include, without limitation, a stock exchange and any regulatory body;

(h) "**Issue**" shall have the meaning assigned to the term in Recital C above;

(i) "**Listing Cure Period**" shall have the meaning given to the term in Clause 5.2 of this Deed;

(j) "**Majority Debenture Holder(s)**" shall mean Debenture Holder(s) whose participation or share in the Principal Amount(s) outstanding with respect to the Debentures aggregate to more than 51% (Fifty One per cent) of the value of the nominal amount of the Debentures for the time being outstanding. It is however clarified that if a resolution is required to be passed in relation to a matter concerning a particular Series only then the term "Majority Debenture Holder(s)" shall mean the Debenture Holder(s) of that Series holding an aggregate amount representing not less than 51% (Fifty One Percent) of the value of the nominal amount of the Debentures comprised in that Series or for the time being outstanding;

(k) "**Material Adverse Effect**" shall mean, with respect to the Company, the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (i) the financial condition, business or operation of the Company which in the opinion of the Debenture Trustee is prejudicial to the ability of the Company to perform its obligations under the Transaction Documents; (ii) the ability of the Company to perform its obligations under the Transaction Documents; or (iii) the legality, validity or enforceability of any of the Transaction Documents;

(l) "**Maturity Date**" shall mean the dates as mentioned in respective term sheet(s) and as mentioned in Schedule II of this Deed, on which the last instalment in respect of the Principal Amounts and all other amounts due in respect of the Debentures of the relevant Series are repaid to the Debenture Holder(s), in full, which date shall be set out in the Term sheet relevant to such Series or, such other date on which the final payment of the Principal Amount of the Debentures becomes due and payable as therein or herein provided, whether at such stated maturity date, by declaration of acceleration, or otherwise;

(s) "**Minimum Security Cover**" shall mean the aggregate value of all the Receivables which is to be maintained by the Company at 1.05 (One Decimal Zero Five) times of the amounts outstanding on the Debentures to be issued by the Company in respect of which the Secured Property constitutes security on an exclusive first ranking basis from the date of execution of the Deed of Hypothecation till the Final Settlement Date;

(m) "**Nominee Director**" shall have the meaning assigned to the term in Clause 10 of **Schedule II** to this Deed;

(n) "**NSDL**" shall have the meaning assigned to the term in Recital E above;

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(o) "**Optional Accelerated Redemption**" shall have the meaning as specified in Clause 5, **Schedule II** of this Deed;

(p) "**Optional Accelerated Redemption Event**" shall have the meaning as specified in Clause 5, **Schedule II** of this Deed;

(q) "**Optional Accelerated Redemption Notice**" shall have the meaning as specified in Clause 5, **Schedule II** of this Deed;

(r) "**Payments**" means all payments to be made by the Company in relation to the Debentures (or any Series thereof) including payment of Coupon, Redemption Amount(s), Default Interest (if any) remuneration of the Debenture Trustee, and all fees, costs, charges, expenses and other monies payable by the Company under the Transaction Documents;

(s) "**Principal Amount**" means, on any particular date, the principal amount of the outstanding Debentures with respect to each Series on such date;

(t) "**Private Placement Offer Letter**" shall mean the offer letter prepared in compliance with Section 42 of the Companies Act, 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014 which shall be issued with respect to each Series under the Issue;

(u) "**Proceedings**" shall have the meaning assigned to the term in Clause 23.2 of this Deed;

(v) "**Purpose**" means the purpose for which the Company is issuing the Debentures as more particularly detailed in the Shelf Disclosure Document and the relevant Term sheet;

(w) "**RBI**" shall mean the Reserve Bank of India;

(x) "**Rating Agency**" shall mean CARE Limited ('CARE') a company incorporated under the provisions of the Companies Act, 1956 and having its head office at 4th Floor, Godrej Coliseum, Somaiya Hospital Roas, Off Eastern Express Highway, Sion (East), Mumbai- 400 022 or any other SEBI registered credit rating agency appointed by the Company from time to time.;

(y) "**Record Date**" shall mean in relation to any Due Date, the day falling 15 (Fifteen) calendar days prior to such Due Date;

(z) "**Redemption Amount(s)**" with respect to each Series, shall mean the amount to be paid by the Company to the Debenture Holder(s) at the time of the redemption of the Debentures and shall include the outstanding Principal Amount(s), the accrued Coupon, Default Interest, (if any) and any other amounts, if any, in respect of the Debentures, payable on each of the Redemption Date(s) as shall be specified in the relevant Term sheet and as specified under Schedule II of this Deed;

(aa) "**Redemption Date(s)**" shall with respect to each Series, shall mean the date(s) on which the Redemption Amount(s) for the Debentures shall be redeemed by the

Company as shall be specified in the relevant Term sheet and as specified under Schedule II;

(bb) "**Register of Debenture Holder(s)**" shall mean the register maintained by the Company containing the name(s) of the Debenture Holder(s), which register shall be maintained at the registered office of the Company;

(cc) "**Repay**" shall include "**Redemption**" and vice-versa and "**repaid**", "**repayable**", "**repayment**", "**redeemed**", "**redeemable**" and "**redemption**" shall be construed accordingly;

(dd) "**Rs.**" or "**Rupees**" shall means Indian National Rupees, the lawful currency of India;

(ee) "**SEBI**" shall mean the Securities and Exchange Board of India;

(ff) "**Secured Obligations**" shall mean all obligations at any time due, owing or incurred by the Company to the Debenture Trustee and the Debenture Holder(s) in respect of the Debentures and shall include the obligation to redeem the Debentures in terms thereof together with the Coupon accrued thereon, Default Interest, if any, accrued thereon, any outstanding remuneration of the Debenture Trustee and all fees, costs, charges and expenses payable to the Debenture Trustee and other monies payable by the Company in respect of the Debentures under each Series;

(gg) "**Secured Property**" shall mean the specific asset portfolio of receivables (hereinafter referred to as "Company Receivables" comprising of the 'Micro Enterprise Loans' disbursed by the Company as more particularly provided for in the Deed of Hypothecation;

(hh) **"Security"** shall mean the security created in favour of the Debenture Trustee to secure this Issue, details of which are provided in Clause 6 hereto;

(ii) "**Security Cover**" shall mean the ratio of the value of the Secured Property to the amounts outstanding under the Debentures. The Security Cover to be maintained by the Company shall at all times be at least equal to the Minimum Security Cover, or such other security cover as may be agreed to by the Company and the Debenture Trustee/Debenture Holder(s) in relation to a particular Series and as stipulated in the relevant Term sheet;

(jj) "**Security Documents**" shall mean this Deed, the Deed of Hypothecation, necessary powers of attorney, and all such other documents as may be required for perfecting the Security in favour of the Debenture Trustee for the benefit of the Debenture Holder(s) (and their successors and assigns from time to time);

(kk) **"Series"/"Tranche"** shall mean any series/tranche of Debentures to be issued under the Issue pursuant to the issue of a Term sheet and/or Private Placement Offer Letter;

(ll) "**Special Resolution**" shall have the meaning set forth in Clause 24 of **Schedule** V hereto;

(mm) "**Successor Trustee**" shall have the meaning assigned to the term in Clause 2.4 of this Deed;

(nn) "**Taxes**" or "**Tax**" shall mean any and all present or future, direct or indirect, claims for tax, levy, impost, duty, cess, statutory due or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) including on gross receipts, sales, turn-over, value addition, use, consumption, property, service, income, franchise, capital, occupation, license, excise, documents (such as stamp duties) and customs and other taxes, duties, assessments, or fees, however imposed, withheld, levied, or assessed by any Government, but shall not include tax on the income of any Party;

(oo) "**Term sheet**" shall mean a term sheet issued in respect of an each Series of the Debentures which mentions key terms of the Debentures issued under a particular Series, including inter alia, interest rate, allotment date, maturity date, and shall include amendments made thereto from time to time;

(pp) "**Transaction Documents**" shall mean the documents executed in relation to the issue of the Debentures and the creation of the Security and shall include the Disclosure Document(s), the Trustee Agreement, the Deed of Hypothecation, this Deed and any other document that may be designated by the Debenture Trustee as a Transaction Document;

(qq) "**Trustee Agreement**" shall mean the trustee agreement entered into by and between the Company and the Debenture Trustee dated November 21,2017

1.1 **Construction**

(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) Words and expressions defined in the Financial Terms and Conditions shall, where used in these presents, have the same meanings save where such meaning would render the same inconsistent with the definitions in this Clause;

(d) headings and bold typeface are inserted/ used for convenience only and shall not affect the construction of this Deed;

(e) references to the word "include" or "including" shall be construed without limitation;

(f) unless the context otherwise requires, all references in this Deed, to the Debenture Trustee shall be deemed to refer to the Debenture Trustee (acting on behalf of, for the benefit of and in trust for the Debenture Holder(s));

(g) All references in this Deed 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;

(h) All references in this Deed to Schedules, Clauses, Sub-Clauses, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the Schedules, Clauses, Sub-clauses, Paragraphs and Sub-paragraphs of these presents;

(i) The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein set forth and in the event of any inconsistency between the provisions contained in the Schedules and the operative part of this Deed, the provisions contained in the Schedules shall prevail;

(j) "Person" shall include an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company, Governmental Authority and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual, shall include his/her respective legal representative, administrators, executors and heirs and in case of a trust, shall include the trustee(s) for the time being and from time to time. The term "Persons" or words denoting persons shall be construed accordingly;

(k) This Deed shall be read in conjunction with the Shelf Disclosure Document and the relevant Term sheet. In the event of any repugnancy or inconsistency between (i) this Deed or any other document that the Company may enter into with or execute in favour of the Trustee and (ii) either the respective Term sheet(s) for each Series or the Shelf Disclosure Document, this Deed will prevail for all purposes and to all intents.

(l) It is clarified that for the purposes of this Deed, the Debenture Trustee (acting in accordance with the Majority Debenture Holder(s) consent) after necessary consultations with the Company, shall determine what would constitute 'ordinary course of business' as the term appears in this Deed;

(m) Where any Transaction Document refers to materiality or to the reasonable opinion, discretion, conduct, act or omission of any person, in the event of any disagreement or dispute between the Company and the Debenture Trustee regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Debenture Trustee (acting in accordance with the instructions of the Majority Debenture Holder(s)), as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Company.

## 2. APPOINTMENT OF DEBENTURE TRUSTEE

### 2.1 Settlement of Trust

The Company has appointed the Debenture Trustee as trustee for the Debenture Holder(s) pursuant to the Trustee Agreement. The Company hereby settles in trust with the Debenture Trustee, a sum of Rs. 1,000/- (Rupees One Thousand only). The Debenture Trustee hereby confirms receipt of and accepts the above amount of Rs. 1,000/- (Rupees One Thousand only) in trust hereby declared and hereby agrees to act in a fiduciary capacity as trustee for the sole and exclusive benefit of the Debenture Holder(s) and its/their transferees and assignees from time to time in accordance with the terms and conditions of this Deed. The Debenture Trustee acknowledges that the Debenture Holder(s) have agreed to subscribe to the Debentures *inter alia* on this basis. The Debenture Trustee in such capacity as a trustee agrees:

(a) to execute and deliver all documents, agreements, instruments and certificates contemplated by this Deed to be executed and delivered by the Debenture Trustee or

as the Debenture Trustee shall deem advisable and in the best interest of the Debenture Holder(s);

(b) to take whatever action shall be required to be taken by the Debenture Trustee by the terms and provisions of this Deed, to exercise its rights and perform its duties and obligations under such documents;

(c) subject to the terms and provisions of this Deed, to take such other action in connection with the foregoing as the Debenture Holder(s) may from time to time direct.

PROVIDED that before initiating any action or exercising any right or performing any duty under this Deed or any of the other Transaction Documents, the Debenture Trustee shall, unless otherwise provided for in the Transaction Documents, seek written instructions from the Debenture Holder(s) and only upon receipt of relevant instructions from the Majority Debenture Holder(s), shall the Debenture Trustee exercise such rights and perform such duties and obligations referred to herein. Notwithstanding such requirement for instructions in writing, the Debenture Trustee shall never knowingly take any action inconsistent with the best interests of the Debenture Holder(s).

The Company hereby undertakes and confirms to create and cause to be created the Security in favour of the Debenture Trustee for the benefit of the Debenture Holder(s) within such time frame as enumerated in this Deed. The Debenture Trustee shall hold the Security for the benefit of the Debenture Holder/(s) in accordance with the terms hereof for due payment and discharge of the Secured Obligations of the Company.

## 2.2 Resignation

(a) The Debenture Trustee may, at any time, without assigning any reason and without being responsible for any loss or costs occasioned thereby, resign as the trustee, provided that it shall have given at least 1 (One) month's prior notice in writing to the Company in that behalf and that it shall continue to act as Debenture Trustee until a successor trustee ("**Successor Trustee**") is appointed by the Company.

(b) The Company shall, upon receipt of notice of resignation issued by the Debenture Trustee, take prompt steps to appoint another entity competent to act as trustee for the Debenture Holder(s) in place of the Debenture Trustee. Provided that any appointment of a successor trustee under this clause shall only be filled after obtaining the written consent of the Majority Debenture Holders.

(c) Any fees that may have been paid to the Debenture Trustee shall be paid over by the Debenture Trustee to the Successor Trustee on a pro-rata basis. Any costs or expenses arising upon replacing the Debenture Trustee with a Successor Trustee shall be borne by the Debenture Trustee.

## 2.3 Removal

(a) The Majority Debenture Holder(s) may for sufficient cause, after giving not less than 21 (Twenty One) Business Days' notice in writing to the Company, remove the Debenture Trustee if so approved by at least 75% (Seventy Five Percent) of the Debenture Holder(s) and nominate an entity competent to act as their trustee and require the Company to appoint such entity as the Successor Trustee. The Company shall within

15 (Fifteen) Business Days of receipt of such decision approved by the Majority Debenture Holder(s) take all the necessary steps to appoint the entity so nominated as the Successor Trustee and complete all necessary formalities to give effect to such appointment; Provided that the Debenture Trustee shall continue to act as Debenture Trustee until the Successor Trustee is appointed by the Company.

(b) Any fees that may have been paid to the Debenture Trustee shall be paid over by the Debenture Trustee to the Successor Trustee on a pro-rata basis.

(c) Without prejudice to anything stated in sub-clause **Error! Reference source not found.** above, the Company may, after obtaining prior written approval of the Majority Debenture Holders remove the Debenture Trustee, by issuance of a written notice in this regard. Provided that the Debenture Trustee shall continue to act as Debenture Trustee until the Successor Trustee is appointed by the Company.

2.4 **Successor Trustee as the Debenture Trustee**

Upon the appointment of the Successor Trustee pursuant to the preceding Clauses 2.2 or 2.3 above, all references in this Deed to the Debenture 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 Debenture Trustee as if it had been originally appointed as the debenture trustee.

2.5 **Debenture Trustee Remuneration**

The remuneration of the Debenture Trustee shall be as per the terms of the fee letter executed between the Debenture Trustee and the Company dated vide its letters dated November 20, 2017 (bearing reference number No. 6632/ITSL/OPR/CL/17-18/DEB/703 .

## 3. AMOUNT OF DEBENTURES AND COVENANT TO MAKE PAYMENTS

3.1 The Company, vide the Shelf Disclosure Document, proposes to issue an aggregate of 7500 (Seven Thousand Five Hundred) Debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only) amounting to an aggregate nominal value of Rs. 75,00,00,000/- (Rupees Seventy Five Crores Only) on a private placement basis, under the terms of the Disclosure Document(s).

3.2 The Debentures constituted to be issued in one or more series are senior secured rated listed redeemable non-convertible debentures each having a face value of Rs. 1,00,000/- (Rupees One Lakh only), of the aggregate nominal value of Rs. 75,00,00,000/- (Rupees Seventy Five Crores Only).

3.3 The Debentures will be constituted and issued in terms of this Deed in one or more series.

3.4 The Company covenants with the Debenture Trustee that it shall pay to the Debenture Holder(s), the applicable Coupon, the Redemption Amount(s) in respect of the Debentures as stipulated and in accordance with the Financial Terms and Conditions and the relevant Disclosure Document(s). The Company shall make / release all Payments due by the Company in terms of the Transaction Documents to the Debenture Holder(s) in proportion to their dues.

3.5 The Company shall make all Payments due by the Company in terms of the Transaction



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Documents in accordance with the terms of this Deed and in the event that this Deed does not provide for the same, as per the instructions of the Debenture Trustee.

3.6 On such payment being made by the Company, the Company shall inform the Depository and accordingly the respective beneficial owner accounts of the Debenture Holder(s) will be adjusted. The Company's liability to the Debenture Holder(s) in respect of all their rights in respect of the Debentures, including for payment of Default Interest or otherwise shall cease and stand extinguished on the Final Settlement Date in accordance with the terms of this Deed. The Company shall inform the Debenture Trustee whenever any payment to the Debenture Holder(s) is made towards the Redemption Amount outstanding on the Debentures and any Coupon accrued thereon, including Default Interest (if any).

3.7 **Conditions Precedent**

(a) The subscription to the Debentures by the Debenture Holder(s) shall be subject to and conditional upon the fulfilment of the conditions precedent as set out in Part A of **Schedule III** ("**Conditions Precedent**") hereto to the full satisfaction of the Debenture Holder(s), unless specifically waived in writing by the Debenture Trustee/ initial Debenture Holder(s) or the time for complying the same is extended by the Debenture Trustee/initial Debenture Holder(s). It is hereby clarified that nothing in this Deed shall be construed as compelling the Debenture Trustee to waive any condition and the right of waiver shall be a right available to the Debenture Trustee that may be exercised by it in its sole discretion.

(b) Where the Company fails to fulfil the Conditions Precedent in the opinion of the Debenture Holder(s) (I) the Debenture Trustee may on the consent of the Majority Debenture Holder(s) waive or extend time for completion of any of the Conditions Precedent and proceed with the subscription to the Debentures notwithstanding any Conditions Precedent being pending; or (II) terminate this Deed forthwith without requiring any further act from either Party and without recourse to each other. It is however clarified that none of the Conditions Precedent shall be deemed to be waived or time extended unless so agreed by the Debenture Trustee in writing. It is clarified that in the event the Debenture Trustee waive any of the unfulfilled Conditions Precedent, the same shall be deferred as a Condition Subsequent as directed by the Debenture Trustee and the Company undertakes to fulfil the same in accordance with this Deed.

3.8 **Conditions Subsequent**

(a) The Company shall be obliged to undertake the Conditions Subsequent as set out in Part B of **Schedule III** ("**Conditions Subsequent**") to the satisfaction of the Debenture Trustee.

(b) If any of the Conditions Subsequent are not fulfilled or satisfied within the time period specified for each of such conditions, the Debenture Trustee shall be either entitled, at its option to (i) extend the time limit to perform such Condition Subsequent; or (ii) treat the failure to fulfil the Conditions Subsequent, as an Event of Default and the consequences as set out in Clause 11 (*Events of Default*) shall follow.

**4. FORM OF THE DEBENTURE**

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4.1 As the Debentures are to be issued in a dematerialised form, which are subject to the provisions of the Depositories Act, 1996 and the rules notified by the Depository from time to time, the Company and the Debenture Holder(s) are required to observe and follow the procedure laid down in **Schedule IV** hereto. Further, the guidelines issued by the Depository shall be followed by the Company, the Debenture Holder(s) and the Debenture Trustee;

4.2 The applicable Coupon, the Redemption Amount(s) and all other monies payable in respect of the Debentures and secured in terms of the Transaction Documents shall, between the Debenture Holder(s), inter-se rank *pari passu* without any preference or priority whatsoever.

4.3 The Financial Terms and Conditions shall be binding on the Company and all persons claiming by, through or under it and shall ensure for the benefit of the Debenture Trustee and all persons claiming by, through or under it. The Debenture Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the Financial Terms and Conditions as if the same were set out and contained in this Deed which shall be read and construed as one document.

## 5. LISTING OF THE DEBENTURES

5.1 The Debentures are proposed to be listed on the wholesale debt market segment of the BSE within 15 (Fifteen) calendar days from the Deemed Date of Allotment applicable to each Series. The Company shall, at all times, comply with all applicable RBI regulations, SEBI regulations and other Applicable Laws in relation to the issuance of the Debentures and the listing of the Debentures on the wholesale debt market segment of the BSE and shall further ensure all government approvals and resolutions required to issue or list the Debentures are in place. The Company does hereby agree and undertake that it shall (if the same has not already been completed) execute the applicable listing agreements and other agreements, documents and other writings as may be stipulated by the concerned stock exchange for listing of the Debentures on such stock exchange and further agrees and undertakes that it shall furnish all such information and documents as may be required by a stock exchange for the continuous listing of the Debentures. All expenses, costs and charges incurred for the purpose of listing of the Debentures shall be borne and paid by the Company.

5.2 In the event that the Company fails to list the Debentures within 15 (Fifteen) calendar days, the Debenture Holder(s) may grant an additional period of up to 15 (Fifteen) calendar days("**Listing Cure Period**") from the date of such delay to allow the Company to list the Debentures. The Company shall make payment to the Debenture Holder(s) of penal interest calculated on the face value of the Debentures at the rate of 1% (One Percent) per annum over the applicable Coupon Rate of Debentures for the relevant Series from the start of the Listing Cure Period until the earlier of (i) the listing of the Debentures or (ii)the expiry of the Listing Cure Period.

## 6. SECURITY

6.1 The Security to be provided by the Company as security for the discharge of the Secured Obligations shall consist of exclusive charge created over the Secured Property, both present and future, under or pursuant to the Deed of Hypothecation.

6.2 Security cover of 1.05 (One decimal Zero Five) times to be maintained on the outstanding amount of the debentures at all times during the tenure of the NCDs.

6.3 The Company shall create and perfect the charge over the Secured Property within 30 (Thirty) working days from the Deemed Date of Allotment in relation to each Series. If the Company fails to create and perfect a charge over the Secured Property within this period above, the Company shall be liable to pay a penal interest of 2% (Two Percent) per annum over and above the Coupon Rate for the relevant Series for the duration of the delayed period.

6.4 In the event of any fall in the Security Cover, the Company shall be liable to pay 2% (Two Percent) per annum additional interest, over and above the Coupon Rate for the relevant Series, for the period until the Security Cover is restored; Provided that in no case shall the reinstatement of such Security Cover exceed 60 (Sixty) calendar days from the day of such fall in the Security Cover.

6.5 The secured property shall comply with the below mentioned eligibility criteria:

a. Company's Receivables must be standard;
b. Company's Receivables are existing at the time of selection, and have not been terminated or prepaid;
c. Company's Receivables should not have been restructured or rescheduled;
d. All loans hypothecated under the deed of hypothecation should comply with NBFC norms and guidelines.
e. Revaluation and replacement of security: The Company's Receivables provided as Security shall be current. If a Company's Receivables becomes delinquent over 30 days such receivable shall be replaced within 30 days.

6.6 **Trust of the Security**

The Security shall be and remain security to the Debenture Holder(s) and shall be held by the Debenture Trustee for the benefit of the Debenture Holder(s) for the due discharge of the Secured Obligations and the Debenture Trustee shall permit the Company, until the occurrence of an Event of Default, upon the happening of which the Security hereby constituted shall become enforceable, to hold and enjoy the assets over which the Security has been created and upon the Company defaulting in making any Payment, the Security shall become enforceable in the manner provided in this Deed and the other Transaction Documents.

6.7 **Trust of Proceeds of Sale/Realisation out of the Security**

The Debenture Trustee shall hold UPON TRUST the monies, received by it or by the receiver so appointed by it, in respect of the Security or any part thereof arising out of: -

(a) any sale, calling in, collection or conversion under the right of making any entry or taking possession or making sale, calling in, collection or conversion under the powers contained herein in that behalf (hereinafter referred to as the "Power of Sale");
(b) income from the Security;
(c) any other realisation whatsoever;

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and it shall utilise the same in accordance with Clause 26 (*Appropriation of Payments)* of this Deed.

6.8 **Release of other Security**

On or after the Final Settlement Date, the Debenture Trustee shall, at the request and cost of the Company, release, all the other Security created in favour of the Debenture Trustee or such part thereof as may remain, subject to the Security created in terms of the Transaction Documents, freed and discharged from the trusts and Security created in terms of the Transaction Documents.

6.9 **Binding Effect**

Any sale or other conveyance of the right, title and interest in any part of the Security made in accordance with the provisions of this Deed or other Transaction Documents shall bind the Company and shall be effective, to the extent of any such sale or conveyance or assignment, to transfer and convey all rights, title and interest of the Debenture Trustee acting for and on behalf of the Debenture Holder(s), in and to such part of the Security that is the subject of any such sale or conveyance.

6.10 **Purchasers and Persons Dealing with the Debenture Trustee not put on Enquiry**

No purchaser or other person dealing with the Debenture Trustee or any Receiver appointed by them or their attorneys or agents shall be concerned to inquire whether the power exercised or purported to be exercised by the Debenture Trustee has become exercisable or whether any money remains due under this Deed and/or the other Transaction Documents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any invocation, sale, calling in, collection or conversion or to see to the application of any money paid to the Debenture Trustee or Receiver and in the absence of mala fides on the part of such purchaser or other Person; such dealing shall be deemed, so far as regards the safety and protection of such Person, to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Company or their respective assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.

6.11 **Receipt of the Debenture Trustee to be Effectual Discharge**

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

6.12 **Continuing Nature of Security Interest**

All the Security, except as otherwise provided in the Transaction Documents, is continuing security and shall remain in full force and effect until the Final Settlement Date.

Notwithstanding that the Company may have paid all amounts due to the Debenture Trustee under the Transaction Documents, the Company shall remain liable to the Debenture Trustee if, as a result of applicability of provisions of Applicable Law, any amounts are still owing to the Debenture Trustee or the Debenture Holder(s) under the Transaction Documents and such obligations have occurred or accrued prior to the Final Settlement Date.

6.13 **First Recourse Enforcement**

The Security or any part thereof may be enforced without the Debenture Trustee first being obligated or having to take recourse to any other security or right or taking any other steps or proceedings against the Company, or any other Person, or may be enforced for any balance due after resorting to any one or more means of obtaining payment or discharge of the obligations owed under the Transaction Documents.

6.14 **Other Security**

The Security or any part thereof shall not be merged in, or in any way excluded or prejudiced, or be affected by, any other security interest, right of recourse or other right (or the invalidity thereof) which the Debenture Trustee may hold.

## 7. MISCELLANEOUS PROVISIONS IN RELATION TO THE DEBENTURES

7.1 **Receipt Of Debenture Holder**

The receipt given by each Debenture Holder or if there be joint holder(s), then the receipt given by any one of such joint Debenture Holder(s) or given by the survivors or survivor of the Debenture Holder(s) of the Redemption Amount(s) payable in respect of each of such Debenture and the Coupon payable (including the Default Interest, where applicable) shall be a good discharge to the Debenture Trustee and the Company.

7.2 **Trusts of Debentures not Recognised**

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

7.3 **Surrender Of Debentures On Payment**

For payment to the Debenture Holder(s) of the Redemption Amount(s) pertaining to any Series, the Company shall make the payment of Redemption Amount(s) to the Debenture Holder(s) or to any subsequent transferee(s) who are entitled to receive the payment on the relevant Redemption Date(s). Upon receipt of the Redemption Amount(s) pertaining to the relevant Series/s, the Debenture Holder(s) or the subsequent transferee(s), as applicable, shall issue appropriate receipts in this regard to the Company. Debentures issued in dematerialised form, shall on the Maturity Date, be cancelled by the Company.

7.4 **Failure To Surrender The Debentures**

In the event of any Debenture Holder (who has re-materialised the Debenture(s) held by it) not surrendering such Debentures, which the Company is ready to pay or satisfy in accordance with the terms of these presents, to the Company, within 30 (Thirty) calendar days after the

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Due Date for the redemption or payment of the amount secured thereby, the Company shall be at liberty to deposit in a scheduled commercial bank, in the name of the Company for the purpose, an amount equal to the amount due to any such Debenture Holder(s) in respect of such Debentures and upon such deposit being made subject to the condition that the monies deposited therein shall be withdrawn for settling the future claim of the Debenture Holder(s). The Debentures which the Company is ready to pay or satisfy as aforesaid, shall be deemed to have been paid off or satisfied in accordance with the provisions hereof. The Company agrees to furnish an undertaking from the abovementioned scheduled commercial bank that withdrawals from the no-lien account shall be permitted only to meet the claims of the Debenture Holder(s).

## 7.5 Power Of The Debenture Trustee To Invest Unclaimed Amount

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

## 7.6 Authorised Investments

Any monies, which under the trust or powers herein contained ought to be invested by the Debenture Trustee may be invested in the name of the Debenture Trustee or under the legal control of the Debenture Trustee in any of investments authorised by Applicable Law for the investment of trust moneys with power to vary and transpose such investments and in so far as the same shall not be invested, shall be placed on deposit in the name of the Debenture Trustee in a scheduled commercial bank or banks.

## 7.7 Register Of Debenture Holder

The Company shall, as required by the Act, keep at its registered office at New No. 33, Old No. 14, 48th Street, 9th Avenue, Ashok Nagar, Chennai, Tamil Nadu- 600083, a Register of the Debenture Holder(s) which shall include the addresses of the Debenture Holder(s), record of the subsequent transfers and changes in ownership. For the above purpose, the Company shall request the registrar and transfer agent of the Issue to provide a list of Debenture Holder(s) by the Record Date. The Debenture Trustee and/or the Debenture Holder(s) or any of them or any other person shall, as provided in the Act, be entitled to inspect the said Register of Debenture Holder(s) and to take copies of or extracts from the same or any part thereof during the usual business hours of the Company. Further, a copy of this Deed shall be forwarded to any Debenture Holder(s) or member of the Company at his request within 7 (seven) days of making such request, on payment of the fees prescribed.

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7.8 **Discharge of the Liability of the Company in relation to the Debentures**

Payments made in accordance with Clause 3 (*Amount of Debentures and Covenant to Make Payments*) above, shall be considered a legal discharge of the liability of the Company towards the Debenture Holder(s). On such payment being made, the Company will inform the Depository(ies) and accordingly the account of the Debenture Holder(s) with the Depository(ies) will be adjusted. The Company's liability to the Debenture Holder(s) in respect of all their rights including for Payments or otherwise shall cease and stand extinguished upon the payment by the Company of the full Redemption Amount and any amounts that has accrued thereon up to the Final Settlement Date, including Default Interest (if any), by the Company.

7.9 **Debenture Redemption Reserve**

At present under Applicable Law a Debenture Redemption Reserve is not required to be created for the issue of privately placed debentures by non-banking financial companies registered with the RBI. Since the Company is a non-banking financial company registered with RBI, no Debenture Redemption Reserve is being created in respect of the Debentures.

## 8. REPRESENTATIONS AND WARRANTIES

8.1 **Representations and Warranties of the Company**

The Company declares, represents and warrants with reference to the facts and circumstances as on the date hereof:

(a) **Authority and Capacity**

i. The Company has been duly incorporated, organized and is validly existing, under Applicable Law.

ii. The Company has the corporate power, authority and all material permits, approvals, authorizations, licenses, registrations, and consents including registrations, to own and operate its assets and to carry on its business in substantially the same manner as it is currently conducted.

iii. The Company is in compliance with Applicable Law for the performance of its obligations with respect to this Issue.

iv. The Company represents that all consents, and actions of, filings with and notices to any Governmental Authority as may be required to be obtained by the Company in connection with the Issue has been obtained and is in full force and effect.

(b) **Corporate Matters**

i. All the legal and procedural requirements specified in the constitutional documents or required under Applicable Law have been duly complied with in all respects in relation to the Issue.

ii. The registers, and minute books (including the minutes of board and shareholders meeting) required to be maintained by the Company under Applicable Law

A. are up-to-date and have been maintained in accordance with Applicable Law;

B. comprise complete and accurate records of all information required to be recorded in such books and records; and

C. no notice or allegation that any of them are incorrect and/or should be rectified has been received.

(c) **Non-conflict with other obligations**

The Issue (or any of the obligations undertaken by the Company in relation thereto) does not and will not conflict with any Applicable Law to which the Company is subject, including but not limited to any laws and regulations regarding anti-money laundering/ terrorism financing and similar financial sanctions as well as any agreement or instrument binding upon it or any of its assets, including but not limited to any terms and conditions of the existing Financial Indebtedness of the Company.

(d) **Accounts and Records**

The books of accounts of the Company and its subsidiaries have been fairly and properly maintained, the accounts of the Company and its subsidiaries have been prepared in accordance with Applicable Law and in accordance with the generally accepted accounting principles, so as to give a true and fair view of the business (including the assets, liabilities and state of affairs) of the Company and its subsidiaries.

(e) **Taxation Matters**

i. The Company has complied with all the requirements as specified under the respective Tax laws as applicable to it in relation to returns, computations, notices and information which are or are required to be made or given by the Company to any tax authority for taxation and for any other Tax or duty purposes, have been made and are correct.

ii. As on date, other than as disclosed under sub-clause (iii) below, the Company has not received any written notice of any Tax disputes or other liabilities of Taxes in respect of which a claim has been made or notice has been issued against the Company.

iii. The Company has received show cause notice from the Office of Commissioner of Service Tax, Service tax- Audit Commissionerate to discharge a liability of Rs.1,89,64,098/- along with interest and penalty. However, Company is in the process of filing an appropriate reply to the show cause notice to the Additional Commissioner/Joint Commissioner of service tax, Service Tax II Commissionerate.

(f) **Legal / Litigation Matters**

i. There are no claims, investigations or proceedings before any Governmental Authority in progress or pending against or relating to the Company, other than in the normal course of business, which would have a Material Adverse Effect on the Debentures (or

the holders thereof) or on the ability of the Company to make the scheduled Payments in relation to the Debentures.

ii. There are no unfulfilled or unsatisfied judgments or court orders of which the Company has notice and which is outstanding against the Company which would have a Material Adverse Effect on the Debentures (or the holders thereof) or on the ability of the Company to make the scheduled Payments in relation to the Debentures.

iii. The Company has not taken any action nor has any order been passed for its winding-up, dissolution or re-organisation or for the enforcement of any security over its assets or for the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer for it or in respect of its assets.

(g) **Assets**

Except for the security interests and encumbrances created and recorded with the Ministry of Corporate Affairs (available using CIN U06599TN1988PTC081652 on the website http://www.mca.gov.in/MCA21/index.html under the heading Index of Charges), the Company has, free from any security interest or encumbrance, the absolute legal and beneficial title to, or valid leases or licenses of, or is otherwise entitled to use (in each case, where relevant, on arm's length terms), all material assets necessary for the conduct of its business as it is being, and is proposed to be, conducted.

(h) **Employees**

The Company is in compliance with all obligations under the applicable labour laws and other laws in relation to its employees.

(i) ***Pari Passu* ranking**

Its payment obligations under the Transaction Documents rank at least *pari passu* with the claims of all of its other senior and secured creditors, except for obligations mandatorily preferred by law applying to companies generally.

(j) **No Default**

The Company hereby represents that there is no Event of Default (as defined hereinafter) that has currently occurred or is continuing as on the date hereof.

(k) **Material Adverse Effect**

The Company hereby represents that there is no Material Adverse Effect existing and that there are no circumstances existing which could give rise, with the passage of time or otherwise, to a Material Adverse Effect.

(l) **No Immunity**

Neither the Company, nor any of its assets are entitled to immunity from suit, execution, attachment or other legal process in its jurisdiction of incorporation. This

Issue (and the documents to be executed in relation thereto) constitutes, and the exercise of its rights and performance of and compliance with its obligations in relation thereto, will constitute, private and commercial acts done and performed for private and commercial purposes.

(m) **Security**

(i) Save and except the charge created to secure the Debentures (and any other charges disclosed to the Debenture Trustee), the Secured Property hereinbefore expressed to be granted, conveyed, assigned, transferred and assured unto the Debenture Trustee is the sole and absolute property of the Company and is free from any other mortgage, charge or encumbrance and is not subject to any lis pendens, attachment, or other order or process issued by any Governmental Authority and that the Company has a clear and marketable title to the Secured Property.

(ii) The Transaction Documents executed or to be executed constitute, and will constitute legal, valid and enforceable security interests in favour of inter alios the Debenture Trustee and for the benefit of the Debenture Holder(s) on all the assets thereby secured, prior and superior to all other security interest (unless otherwise specified) and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such Security have been obtained.

(n) **Information**

All information provided by the Company is true and accurate in all respects as on the date it was provided or as on the date at which it was stated and is not misleading whether by reason of omission to state a material fact or otherwise.

(o) **Nature of Representations and Warranties**

Each of the representations and warranties as stated under Clause 8.1, shall be repeated on each date commencing from the date of the execution of this Deed until the Maturity Date.

(p) The Company further confirms that 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.

8.2 **Representations and Warranties of the Debenture Trustee**

The Debenture Trustee hereby represents, warrants and covenants in favour of the Company and the Debenture Holder(s) that as on the date hereof:

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(a) The Debenture Trustee is a company duly incorporated and validly existing under Applicable Law and the Debenture Trustee is duly qualified and authorised to enter into the Transaction Documents.

(b) This Deed has been duly and validly executed and delivered by the Debenture Trustee and constitutes a legal and binding obligation of the Debenture Trustee enforceable against the Debenture Trustee in accordance with its terms.

(c) The execution, delivery and performance by the Debenture Trustee of this Deed does not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent or result in a breach of or default under:

i. any Applicable Law to which the Debenture Trustee is subject; or

ii. any order, judgment or decree applicable to the Debenture Trustee; or

iii. any term, condition, covenant, undertaking, agreement or other instrument to which the Debenture Trustee is a party or by which the Debenture Trustee is bound;

(d) The Debenture Trustee is in a position to observe, comply with and carry out all its obligations hereunder to be performed and complied with by it;

(e) The Debenture Trustee is registered as a debenture trustee with the Securities and Exchange Board of India under the SEBI (Debenture Trustees) Regulations,1993;

(f) The Debenture Trustee shall not have, claim or exercise any right of deduction, lien or set-off on, over or in respect of any of the amounts, writings or things held by it or continued to be held by it or coming within its power or possession pursuant to or in connection with these presents.

(g) All information set forth in this Deed or under any Disclosure Document(s), and all information furnished and/or to be furnished by the Debenture Trustee to the Debenture Holder(s) is true and correct and was/is not misleading whether by reason of omission to state a material fact or otherwise.

(h) The Debenture Trustee is eligible to act as a debenture trustee for the Issue under the Act and the rules made thereunder including without limitation under the Companies (Share Capital and Debenture) Rules, 2014.

(i) It is clarified that the Debenture Trustee is neither a principal debtor nor a guarantor in respect of the Debentures and has not made any representations, warranties or provided any investment advice or recommendation to subscribe to the Debentures to the Debenture Holder(s) who have subscribed to the Debentures of their own accord and after obtaining separate independent advice.

## 9. COMPANY'S COVENANTS

### 9.1 Affirmative Covenants

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The Company hereby covenants with the Debenture Trustee that the Company shall (except as may otherwise be previously agreed in writing by the Debenture Trustee):

(a) **Validity of Transaction Documents**

Ensure that the Transaction Documents shall be validly executed and delivered and will continue in full force and effect and will constitute valid, enforceable and binding obligations of the Company.

(b) **Further documents and acts**

Execute all such deeds, documents, instruments and assurances and do all such acts and things as the Debenture Trustee may reasonably require for exercising the rights under this Deed and the Debentures and for perfecting this Deed or for effectuating and completing the Security intended to be hereby created and shall from time to time and at all times after the Security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurance, acts, and things as the Debenture Trustee may require for facilitating realisation of the Secured Property and in particular the Company shall execute all transfers, conveyances, assignments and assurance of the Secured Property whether to the Debenture Trustee or to their nominees and shall give all notices and directions which the Debenture Trustee may think expedient.

(c) **Make the Relevant filings with the Registrar of Companies/SEBI**

Pursuant to the Act and the relevant rules thereunder, the Company undertakes to make the necessary filings of the documents mandated therein including the Private Placement Offer Letter for the relevant Series with the Registrar of Companies and/or SEBI within the timelines stipulated under the Act and the relevant rules thereunder.

(d) **Compliance with laws**

The Company shall comply with:

a) all laws, rules, regulations and guidelines (including the Act) as applicable in respect to the Issue, and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (i) the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, as may be in force from time to time during the currency of the Debentures; (ii) the provisions of the listing agreement entered into by the Company with the stock exchange in relation to the Debentures including the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations), and (iii) the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the other notified rules under the Act;

b) comply with all the provisions as mentioned in the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993, the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, the Act, Issuance of Non-convertible Debentures (Reserve Bank) Directions, 2010, and/or any other notification, circular, press release issued by the SEBI/RBI, from time to time.

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(e) **Financial Statements**

The Company shall:

i. Submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested), its duly audited annual accounts, within 120 (One Hundred and Twenty) days from the close of its accounting year.

ii. Submit to the Debenture Trustee (and to the Debenture Holder(s), if so requested), its provisional quarterly financials, within 45 (Forty Five) calendar days from the close of each of its accounting quarters.

(f) **Notify the Debenture Trustee**

The Company shall provide / cause to be provided information in respect of the following promptly and no later than 2 (Two) Business Days from the occurrence of such event (unless otherwise specifically provided):

a) Promptly notify the Debenture Trustee in writing, of any notice of an application for winding up having been made or receipt of any statutory notice of winding up under the provisions of the Act or any other notice under any other law or otherwise of any suit or legal process intended to be filed affecting the title to the property of the Company.

b) notify the Debenture Trustee in writing, if it becomes aware of any fact, matter or circumstance which would cause any of the representations and warranties under any of the Transaction Documents to become untrue or inaccurate or misleading in any material respect.

c) Promptly notify the Debenture Trustee promptly in writing, of any event which constitutes an Event of Default, specifying the nature of such event and any steps the Company is taking and proposes to take to remedy the same.

d) provide to the Debenture Trustee such further information regarding the financial condition, business and operations of the Company as the Debenture Trustee may reasonably request in relation to the payments due to be made on the Debentures;

e) forward the details on utilisation of funds raised through the issue of Debentures duly certified by the Company's statutory auditors, to the Debenture Trustee within 30 (thirty) Business Days from the Deemed Date of Allotment and if required as per the applicable regulations, at the end of each financial year.

f) notify the Debenture Trustee promptly of any revision/assignment of a fresh rating in the rating provided by the Rating Agency to this Issue.

g) inform the Debenture Trustee of any major change in the composition of its Board of Directors, which may amount to change in 'control' as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

h) inform the Debenture Trustee promptly about any failure to create and Security and about all orders, directions, notices of court/tribunal affecting the Secured Property.

i) Inform the Debenture Trustee before declaring or distributing any dividend.

j) The Company agrees that it shall forward to the Debenture Trustee promptly, which information can be forwarded in electronic form or fax:

a) a copy of the Statutory Auditors' and Directors' Annual Report, Balance Sheet and Profit & Loss Account and of all periodical and special reports at the same time as they are issued;
b) a copy of all notices, resolutions and circulars relating to new issue of debt securities at the same time as they are sent to shareholders/ holders of debt securities;
c) a copy of all the notices, call letters, circulars, etc. of the meetings of debt security holders at the same time as they are sent to the holders of debt securities or advertised in the media;

(g) **Preserve Corporate Status**

Diligently preserve its corporate existence and status and its license to conduct business as a non-banking financial company and any other rights, licenses and franchises necessary for its obligations under the Debentures and the Transaction Documents and continue to be a validly existing organization in good standing and at all times act and proceed in relation to its affairs and business in compliance with Applicable Law.

(h) **Furnish Information to Debenture Trustee**

Give to the Debenture Trustee or their nominee(s) (and to the Debenture Holder(s), if so requested), information in respect of the following within a maximum of 15 (Fifteen) calendar days from the occurrence of such event:

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i. Submit to the Debenture Holder *(in a format which shall be provided by the Debenture Holder from time to time)* such other information relevant to the Issue that the Debenture Holder may reasonably request on a monthly, quarterly and annual basis or pursuant to an annual diligence by the Debenture Holder, subject to such information being available with the Company.

ii. Submit to the Debenture Trustee, if so requested, a statement that the assets of the Company which are available by way of security is/are sufficient to discharge the claims of the Debenture Holders as and when they become due.

iii. Such information as the Debenture Holders may require as to all matters relating to the business, property and affairs of the Company that materially impacts the interests of the Debenture Holders and provide access to relevant books of accounts and records in relation to this Issue and to enter into or upon and to view and inspect the state and condition of all the Secured Property, together with all records, registers relating to the Secured Property as required by the Debenture Trustee.

iv. Furnish quarterly report to the Debenture Trustee containing the following particulars:-

A. Updated list of the names and addresses of the Debenture Holder(s).

B. Details of the Coupon and principal payments to be made, but unpaid and reasons for the non-payment thereof;

C. The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company, and those grievances not yet solved to the satisfaction of the Debenture Holder(s); Time taken and steps taken to redress the grievances.

D. A statement that those assets of the Company which are available by way of security are sufficient to discharge the claims of the Debenture Holder(s) as and when they become due;

E. A statement signed by an authorized signatory of the Company (supported by the Auditor's/Chartered Accountant's certificate) confirming that the Security Cover is being maintained as per the provisions of the Deed of Hypothecation;

F. Promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holder(s). The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of its compliance.

v. The Company shall provide to the Debenture Trustee such information as it may require for any filings, statements, reports that the Debenture Trustee is required to provide to any Governmental Authority under Applicable Law.

vi. The Company shall, while submitting half yearly/ annual financial results to the BSE disclose *inter alia* the following line items along with the financial results accompanied by a certificate from the Debenture Trustee confirming that it has taken note of the said content and the same shall be communicated to the Debenture Holder(s) on a half-yearly basis:

A. Credit rating of the Issue and change in credit rating, if any;
B. Security Cover available;
C. Debt- equity ratio of the Company;
D. Previous due date for the payment of interest/ repayment of principal and whether the same has been paid or not;
E. Next due date of payment along with the amount of interest/ principal along with the amount of interest/redemption payable;
F. Debenture Redemption Reserve;
G. Net worth;
H. Net profit after tax; and
I. Earnings per share.

a) In case of receivables/book debts, provide compliance of the following:-

i) On Quarterly basis:-
(a) Certificate from the Director/Managing Director of the Issuer company certifying the value of the book debts/receivables
(b) Certificate from Independent Chartered Accountant giving the value of book debts/receivables.

ii) On Yearly basis:-
(a) Certificate from the Statutory Auditor giving the value of book debts/receivables.

(i) **Security Cover**

Shall maintain the Security Cover as required under the Deed of Hypothecation as long as any amount under the Debentures is outstanding.

(j) **Transfer of unclaimed Redemption Amounts.**

Comply with the provisions of the Act relating to transfer of unclaimed redemption and coupon amounts of Debentures to Investor Education and Protection Fund ("**IEPF**"), if applicable to it.

(k) **Security**

The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:

a. The Debentures shall be secured by way of a first ranking exclusive charge on the Secured Property;

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b. The charge over the Secured Property shall be created within 30 (Thirty) calendar days from the Deemed Date of Allotment;

c. To maintain at all times, during the period of the Issue, the Security Cover. The value of the Secured Property for this purpose (both for initial and subsequent valuations) shall be the amount reflected as the value thereof in the books of accounts of the Company;

d. It shall register and perfect the security over the Secured Property by filing Form CHG -9 with the Registrar of Companies in relation thereto within 30 (Thirty) Business Days from the date of execution of the Deed of Hypothecation;

e. that the Company is not aware of any document, judgment or legal process or defects affecting the title, ownership of the Security which has remained undisclosed and/or which may have Material Adverse Effect on the Debenture Holders.

(l) **Financial Terms and Conditions**

At all times during the term of these presents comply with each of the Financial Terms and Conditions.

9.2 **Negative Covenants**

The Company hereby covenants with the Debenture Trustee that the Company shall not (except as may otherwise be previously agreed in writing by the Debenture Trustee, acting on behalf of the Majority Debenture Holder(s)):

(a) **Dividend**

Declare or pay any dividend to its shareholders during any financial year unless it has paid all the dues to the Debenture-Holder(s)/Trustee upto the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions therefor.

(b) **Merger, Consolidation, etc.**

Enter into any transaction of merger, consolidation, re-organisation, acquisition, restructuring, amalgamation, de-merger, scheme of arrangement, or reconstruction without prior written consent to the Debenture Holders over and above 10% of the Networth of the Issuer in a financial year

(c) **Arrangement with creditors/shareholders**

Enter into any compromise or arrangement or settlement with any of its creditors/shareholders.

(d) **Winding up**

Apply to the court for the winding up of the Company or agree to the winding up of the Company.

(e) **Disposal**

Sell, transfer or otherwise dispose of all or substantially all of its assets other than in the normal course of business of the Company.

(f) **Constitutional Documents**

Make any amendments to its Memorandum of Association and Articles of Association in a manner which would prejudicially affect the interests of the Debenture Holder(s).

(g) **Reduction in share capital**

The Issuer shall not reduce its share capital without the Debenture Holders' prior written consent.

(h) **Change in financial year end**

The Issuer shall not change its financial year-end from 31st March (or such other date as may be approved by Debenture Holders) without prior consent of the Debenture Trustee. This consent would not be required if the change is regulatory or statutorily mandated

(i) **Taking up new business**

The Issuer shall not undertake any new major new business outside financial services or any diversification of its business outside financial services, without prior consent to Debenture holders

9.3 **Financial Covenants**

So long as the Debentures are outstanding under this Issue (in respect of either Series), the Company undertakes:

i. to maintain the capital adequacy ratio at not less than 16% (Sixteen Percent);

ii. to maintain the Tier I Capital at not less than 11% (Eleven Percent);

iii. PAR 30 shall not exceed 2.5% of the Assets Under Management of the Issuer;

iv. The ratio of Adjusted Financial Indebtedness to Tangible Networth shall not exceed 6.5:1 (six point five to one) times at any point of time on a standalone basis;

v. Maintain the ratio of Net NPA to Tangible Net Worth at not greater than 10%;

vi. Earning after Tax (excluding extraordinary income) to remain positive;

vii. The share of off balance sheet portfolio shall not exceed 40% (forty percent) of the Gross Loan Portfolio ;

For the purpose of the calculation of the Capital Adequacy Ratio and Tier I Capital Adequacy Ratio above, to the extent this is not contrary to the prescriptions of the NBFC Directions:

(i) the first loss credit enhancement provided by the Company as an originator on securitization shall be reduced from capital funds and the deduction shall be capped at 15% of the outstanding securitized portfolio;
(ii) the first loss credit enhancement provided by the Company on loans originated on behalf of other institutions shall be reduced from capital funds without any ceiling; and
(ii) the deduction shall be made at 50% from Tier I Capital and 50 % from Tier II Capital.

It is also clarified that in computing the amount of Subordinated Debt eligible for inclusion in Tier II Capital, the aforementioned Subordinated Debt shall be subject to discounting as provided in the NBFC Directions.

9.4 **Holding Covenant**

Muthoot Finance Ltd (MFL), to maintain minimum 51% shareholding of the Issuer, on fully diluted basis during the tenure of the NCDs.

Any change in the above, the Issuer to seek a prior written consent of the Debenture holders/ Debenture trustee.

9.5 **Reporting Covenant**

1. Quarterly Reports – within 45 (Forty Five) calendar days from the end of the each financial quarter

   a. Information on financials, operations, portfolio growth and asset quality (static portfolio cuts, collection efficiency and portfolio at risk data), funding data, in formats acceptable to the Debenture Holidays
   b. List of Board of Directors
   c. Shareholding Pattern
   d. Covenant Compliance Certificate
   e. Information on:
      i. Material changes to IT/MIS system
      ii. Change in credit bureaus used
      iii. Revision in Business Plan
      iv. Changes in accounting policy
      v. Any fraud amounting to more than 1% of Gross Loan Portfolio

   The company shall within 20 (Twenty) Business Days after the end of every quarter of its financial year, furnish to the Debenture Trustee a statement, signed by an authorised signatory of the Company and supported by its Auditor's/Chartered Accountant's certificate, confirming that the Security Cover is being maintained as per the provisions of the trustee documents.

2. Annual Reports – within 120 (One Hundred and Twenty) calendar days from the end of each financial year

   a. Audited financial statements
   b. A certificate from a Director/Chief Financial Officer confirming that there is no Potential Default or Event of Default; and
   c. Copy of all annual information submitted to the RBI

3. Event Based Reports – within 2 (Two) Business days of the event occurring

a. Change in Shareholding Structure
b. Change in senior management officials (any CxO or equivalent)
c. Board approval of annual business plan
d. Change in the constitutional documents of the Company
e. Material Adverse effect
f. Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect
g. Winding up proceedings
h. Any Event of Default or Potential Default

i. On due date for Payment of Interest and Redemption of Principal; the Company hereby agree and undertake to confirm to the Debenture Trustee and Credit Rating Agencies (CRAs), ISIN wise status of Payment of Interest and Redemption of Principal to the Debenture Holders in the following Format:-

| *Issue Size/Tranche Size* | *ISIN No.* | *Due Date of payment of interest/principal* | *Actual Date of payment of interest/principal* | *Was the disclosure about payment made on the respective stock exchange* | *Was the disclosure about payment made on the website of the Company in case of default* | *Name of the Stock Exchange on which Debentures are listed* | *Name of the Credit Rating Agency* |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

j. Further the Company also covenant to furnish the Debenture Trustee and Credit Rating Agency (CRA) a copy of certificate submitted by them to the Stock Exchange under Regulation 57(i) of the SEBI (LODR) Regulations, 2015.

## 10. BREACH OF COVENANT BY THE COMPANY MAY BE WAIVED

The Debenture Trustee may, at any time, waive such terms and conditions as shall seem expedient to it, any breach by the Company of any of the covenants and provisions in these presents contained without prejudice to the rights of the Debenture Trustee in respect of any subsequent breach thereof. Provided however, that the prior consent of the Majority Debenture Holder(s Holder(s) shall have been obtained by the Debenture Trustee for any such waiver.

## 11. EVENTS OF DEFAULT

If one or more of the events specified herein (hereinafter, each an "**Event of Default**" and collectively, "**Event(s) of Default**") happen(s), the Debenture Trustee shall be entitled to exercise any and all rights hereunder as contained in this Deed:

11.1 If the Company defaults in making repayment of the Coupon and/or the Redemption Amount(s) on the respective Due Date(s) in full or in part, (whether at scheduled maturity, by acceleration, as a result of Debenture Holder(s) exercising the Optional Accelerated Redemption or otherwise) at the place at and in the currency in which it is expressed to be payable

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11.2 Other than as specifically provided under 11.1, 11.16 & 11.17, the Company defaults or breaches the terms of any other covenants, obligations, representations or warranties on the part of the Company under the Transaction Documents including in the maintenance of the Security Cover and such breach has continued for a period of 30 (Thirty) calendar days;

11.3 If the Company fails to create the hypothecation over the Secured Property and execute Debenture Trust Deed within 30 (Thirty) working days from the Deemed Date of Allotment;

11.4 If the Company admits in writing, its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties, commences negotiations with one or more creditors with a view to rescheduling its indebtedness;

11.5 If any representation or warranty made by the Company in any Transaction Document or any certificate, financial statement or other document delivered to the Debenture Trustee / Debenture Holder(s) of the relevant Series by the Company shall prove to have been incorrect, false or misleading in any material respect when made or deemed made;

11.6 There shall have occurred Material Adverse effect;

11.7 If any corporate action, legal proceedings or other procedure or step is taken in relation to:

a.) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;

b.) composition, compromise, assignment or arrangement with any creditor of the Company;

c.) the appointment of a liquidator, receiver or similar other officer in respect of the Company , a composition, compromise, assignment or arrangement with any creditor of the Company ,

d.) enforcement of any security over any assets of the Company or any analogous procedure or step is taken in any jurisdiction;

e.) any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in clauses (a), (b), (c) and (d) above.

11.8 If the Shelf Disclosure Document or any of the Transaction Documents, in whole or in part, become invalid or ceases to be a legally valid, binding and enforceable obligation of the Company ;

11.9 If it is, or becomes, unlawful for the Company to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Company under any of the Transaction Documents are not, or cease to be valid, binding or enforceable;

11.10 If the Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents;

11.11 If any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to

be created thereby), or such security interests fails to have the priority contemplated under the Transaction Documents, or the security interests becoming unlawful, invalid or unenforceable;

11.12 If any Governmental Authority condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the Security) of the Company or of its share capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations;

11.13 If the Company's organizational status or any licenses or franchise is revoked or suspended by any government agency or authority after the Company has exhausted all remedies and appeals relating thereof;

11.14 If the listing of the Debentures ceases or is suspended at any point of time prior to the Maturity Date, except if the Debentures are delisted in accordance with the consent of the Majority Debenture Holder(s);

11.15 If the Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so;

11.16 Cross Default

An event of default shall also be considered to have arisen if the Company:

(a) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Financial Indebtedness was created; or

(b) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Indebtedness to become due prior to its stated maturity; or

(c) due to any default or an event of default, any Financial Indebtedness of the Company is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof.

11.17 An application or petition is filed for Insolvency, winding up, or liquidation of the Issuer and/or the Guarantor and the same is not dismissed/quashed within 5 days from the date of filing such application/petition.

## 12. CONSEQUENCES OF AN EVENT OF DEFAULT

12.1 On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Majority Debenture Holder(s) the debenture Trustee shall

(a) Declare by written notice, that all or part of the Secured Obligations be immediately due and payable, whereupon they shall become immediately due and payable;

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(b) accelerate the redemption of the Debentures;

(c) enforce the charge over the Secured Property in accordance with the terms of the Deed of Hypothecation; and/or

(d) exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law.

12.2 Provided that during the continuance of an Event of Default, the Company shall not declare or distribute any dividend.

12.3 Until the happening of any of the Event(s) of Default set out in Clause 11 (*Events of Default*) above, the Debenture Trustee shall not be in any manner required, bound or concerned to interfere with the management of the affairs of the Company or its business thereof. The Debenture Trustee shall, on being informed by the Company of the happening of any of the Event of Default set out in Clause 11 (*Event of Default*) above or upon the happening of any of such Event of Default coming to its notice, forthwith give written notice to the Debenture Holder(s) of the same.

## 13. POWER OF DEBENTURE TRUSTEE TO DELEGATE

The Debenture Trustee hereof being a company may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by these presents act by an officer or officers for the time being of the Debenture Trustee and the Debenture Trustee may also, whenever it thinks expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretions vested in it 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 Debenture Trustee may think fit and the Debenture Trustee shall be bound to supervise the proceedings and shall be responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of judgment, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

## 14. POWER OF DEBENTURE TRUSTEE TO EMPLOY AGENTS

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

## 15. DEBENTURE TRUSTEE MAY CONTRACT WITH COMPANY

Neither the Debenture Trustee nor any agent of the Debenture 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 Debenture Trustee or from undertaking any banking, financial or agency services for the Company or for itself or from underwriting or guaranteeing the subscription of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the stocks or shares or Debentures or debenture stocks or any other

securities whatsoever of the Company or in which the Company may be interested either with or without a commission or other remuneration or otherwise at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the Company or being concerned or interested in any such contract or arrangement or transaction which any other company or person not being the Debenture Trustee of these presents would be entitled to enter into with the Company and they shall not be in any way liable to account either to the Company or to the Debenture Holder(s) for any profits made by them thereby or in connection therewith and the Debenture Trustee or any agent of the Debenture Trustee shall also be allowed to retain for their or his own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to them or him.

## 16. ROLE AND RESPONSIBILITY OF THE DEBENTURE TRUSTEE

In addition to the other powers conferred on the Debenture Trustee and provisions for their protection and not by way of limitation or derogation of anything contained in these presents or of any statute limiting the liability of the Debenture Trustee, IT IS EXPRESSLY DECLARED as follows:

16.1 The Debenture Trustee shall hold and accept the Security for and on behalf of the Debenture Holder(s);

16.2 The Debenture Trustee shall perform all such acts and duties as are set out in the other Transaction Documents;

16.3 The Debenture Trustee shall monitor the Security Cover on the basis of the quarterly reports certified by the Chartered Accountant, submitted by the Company;

16.4 The Debenture Trustee shall enter into any agreements with the Company or any other entity identified by the Company (and consented to by the Debenture Trustee) for the creation, perfection of the Security or any other agreements for and on behalf of and for the benefit of the Debenture Holder(s);

16.5 The Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise. Any such advice, opinion or information and any communication passing between the Debenture Trustee and their representative or attorney or a receiver appointed by them may be obtained or sent by letter, telegram, cablegram, telex or telephonic message;

16.6 The Debenture Trustee shall act only on the instructions of the Debenture Holder(s) of the relevant Series and in accordance with this Deed and the other Transaction Documents;

16.7 The Debenture Trustee shall be at liberty to accept a certificate signed by any one of the directors of the Company as to any act or matter *prima facie* within the knowledge of the Company as sufficient evidence thereof;

16.8 The Debenture Trustee may accept, without inspection, inquiry or requisition, such title as the Company may have to the Secured Property;

16.9 The Debenture Trustee shall be at liberty to keep these presents and all deeds and other documents of title relating to the Secured Property charged/to be charged to the Debenture Trustee at their registered office or elsewhere or if the Debenture Trustee so decides with any banker or a company whose business includes undertaking the safe custody of documents or with an advocate or firm of solicitors and the Debenture Trustee may pay all sums required to be paid on account of or in respect of any such deposit;

16.10 Other than as expressly set out in the Transaction Documents, the Debenture Trustee shall not be bound to take any steps to ascertain whether any Event of Default has happened upon the happening of which the rights in respect of the Debentures becomes enforceable;

16.11 The Debenture Trustee shall have full power, in consultation with the Debenture Holder(s), to determine all questions and doubts arising in relation to any of the provisions of these presents and every such determination *bona fide* made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) shall be conclusive and binding upon all persons interested under these presents;

16.12 The Debenture Trustee shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts expressed in these presents or contained or in enforcing the covenants contained therein or in giving notice to any person or persons of the execution thereof or for any loss or injury which may be occasioned by reason thereof unless the Debenture Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid by the Majority Debenture Holder(s) or by a Special Resolution duly passed at a meeting of the Debenture Holder(s) of the relevant Series.

16.13 The Debenture Trustee does not make any representation and warranty as to the adequacy of the Security for the Debentures.

PROVIDED NEVERTHELESS that nothing contained in this Clause 16 shall exempt the Debenture Trustee from or indemnify it against any liability for negligence, breach of trust or wilful default as determined by a court of competent jurisdiction nor any liability which by virtue of any rule or law would otherwise attach to it in respect of any negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder.

## 17. MODIFICATIONS TO THESE PRESENTS

The Company shall concur with the Debenture Trustee in making any modification(s) in these presents, which in the opinion of the Debenture Trustee shall be expedient to make, provided that once a modification has been approved by consent in writing by the Majority Debenture Holder(s) for the time being outstanding, or by a Special Resolution duly passed at a meeting of the Debenture Holder(s) of the relevant Series, convened in accordance with the provisions set out in **Schedule V** hereto, the Debenture Trustee shall give effect to the same by executing the necessary deed(s) supplemental to these presents, provided however that no modification would be more onerous on the Company than contained in these presents.

## 18. APPOINTMENT OF DEBENTURE TRUSTEE AS ATTORNEYS OF THE COMPANY

The Company hereby irrevocably appoints the Debenture Trustee to be the attorney of the Company in the name and on behalf of the Company to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Debenture Trustee be necessary or expedient that the Company should execute, sign and do for the purpose of

carrying out any of the trusts or obligations declared or imposed upon the Company by these presents or given to the Debenture Holder(s) or to the Debenture Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred upon the Debenture Trustee or any person appointed by it.

## 19. NOTICES

19.1 Any notice, demand, request or other communication (individually, a "**Notice**") to be given or made under this Deed shall be in writing unless otherwise stated. Such Notice shall be deemed to have been duly given or made when it shall be send by any of the following means (i) delivered personally, (ii) or sent by facsimile transmission, or (iii) sent by registered mail/speed post with acknowledgment due, (postage prepaid) or (ii) sent by e-mail .

19.2 Any Notice or document made or delivered by one person to another under or in connection with this Deed will only be effective: (i) if by way of personal delivery, when delivered; or (ii) if by way of way of facsimile, when the sender receives a receipt indicating proper transmission; or (iii) if by way of letter 3 (Three) Business Days after it has been deposited in the post (by registered post, with acknowledgment due), postage prepaid in an envelope duly addressed to the addressee or (iv) if by way of e-mail, when received in legible form.

19.3 Notwithstanding anything to the contrary contained hereinabove, any communication or document to be made or delivered to the Debenture Trustee will be effective only when actually received by the Debenture Trustee.

(a) **To the Company**
**Belstar Investment and Finance Private Ltd**
New No. 33, Old No. 14,
48th Street, 9th Avenue,
Ashok Nagar, Chennai,
Tamil Nadu- 600083
Attention: Sunil Kumar Sahu, Company Secretary
Phone: +91 – 44- 4554406
Email: sunilkumar.k@belstar.in

(b) **To the Debenture Trustee**
**IDBI Trusteeship Services Limited**
Ground Floor, Asian Building,
17, R Kamani Rd, Ballard Estate,
Fort, Mumbai-400001
Attention: Mr.Naresh Sachwani
Phone: +91 022 40807000
Email: itsl@idbitrustee.com

19.4 Any notice given under or in connection with this Deed must be in English.

19.5 All other documents provided under or in connection with this Deed must be in English;

if not in English, and if so required by the Debenture Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

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19.6 This Clause 19 (*Notices*) shall survive the termination or expiry of this Deed.

## 20. WAIVER

### 20.1 No Implied Waiver or Impairment

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

### 20.2 Express Waiver

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

## 21. MISCELLANEOUS

### 21.1 Discharges and Releases

Notwithstanding that the Company may have paid all amounts in respect of the obligations of the Company under the Transaction Document(s) and/ or any discharge, release or settlement from time to time, thereunder, if:

(a) any security interest, disposition or payment granted or made to the Debenture Trustee / Debenture Holder(s) by the Company is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any applicable Law relating to bankruptcy, insolvency, liquidation, winding-up, industrial sickness, composition or arrangement for the time being or from time to time in force or for any other reason; or

(b) as a result of any sharing arrangement under the Transaction Documents or otherwise, including without limitation, sharing arrangements with other lenders having *pari passu* ranking security over the assets of the Company, and the Debenture Trustee / Debenture Holder(s) is/are obliged to share the payments made by the Company or and consequently the obligations owing under the Transaction Documents are still owing;

then the amount so avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason resulting in the above shall not be considered to have been paid and the Debenture Trustee shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

### 21.2 Limitation on Rights of Others

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

21.3 **Other Remedies**

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

(a) shall not prejudice any other rights or remedies to which the Debenture Trustee may, independently of this Deed, whether by statute or otherwise, be entitled and in particular, the Debenture Trustee and/or the Debenture Holder(s) shall retain all rights and remedies available to it under the Transaction Documents and this Deed; and

(b) shall not be prejudiced by any other rights or remedies to which the Debenture Trustee may, independently of this Deed, be entitled to, or any collateral or other security now or hereinafter held by the Debenture Trustee.

## 22. SEVERABILITY

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

## 23. DISPUTES AND GOVERNING LAW

23.1 The Deed shall be governed by and shall be construed in accordance with the Applicable Laws of India.

23.2 The Parties agree that any disputes which may arise out of or in connection with the Transaction Documents shall be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai/Chennai and that accordingly, any suit, action or proceedings ("**Proceedings**") arising out of or in connection with the Transaction Documents may be brought in such courts or tribunals.

23.3 Provided that the Debenture Trustee, may, however, in its absolute discretion commence any Proceedings arising out of this Deed in any other court and tribunal in India, and the Company irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

23.4 This Clause 23 (*Disputes and Governing Law*) shall survive the termination of this Deed.

## 24. COUNTERPARTS

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

## 25. COSTS AND EXPENSES

All costs and expenses arising out of the issuance of the Debentures (including but not limited to any amounts payable under Applicable Law as stamp duty on the issuance of the Debentures or any amounts payable to the Rating Agency towards their fees for rating of the Debentures) or creation of the Security (including but not limited to any amounts payable under Applicable Law such as stamp duty and registration charges in relation thereto) as well as all costs and expenses arising out of the negotiation, preparation and execution of this Deed or any other agreement, document or other writings executed pursuant to the provisions of this Deed shall be solely borne by the Company and the Company shall reimburse to the Debenture Trustee (upon a demand being made in this regard) any amounts expended by the Debenture Trustee in this behalf.

## 26. APPROPRIATION OF PAYMENTS

(a) The Debenture Trustee shall hold UPON TRUST all monies received by it pursuant to the Transaction Documents, including from

(i) any sale, calling in, collection or conversion under any power of sale under any Transaction Document, including the Power of Sale set out herein;

(ii) any compensation money in respect of any acquisition and requisition or nationalization or takeover of the Company or any other Person, or its management by any person / authority; and

(iii) any other realization of whatsoever nature,

and shall distribute and/ or apply the said monies in accordance with Clause **Error! Reference source not found.** herein, provided however, in the first place, by and out of the said monies reimburse itself and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of Receiver and other agents, calling in, collection, conversion or the exercise of the powers and trusts under this Deed, including payment of the Receiver's remuneration as herein provided.

(b) any payments due and payable to the Debenture Holder(s) and made by the Company shall be appropriated towards such dues in the following order:

i. Firstly towards costs, charges and expenses incurred by the Debenture Trustee in accordance with the terms of this Deed;
ii. Secondly, reimbursement of all costs and expenses paid by the Debenture Holder(s) as provided under Clause 25 (*Costs and Expenses*);
iii. Thirdly, towards default interest payable under Clause 7, **Schedule II** (*Financial Terms and Conditions*);
iv. Fourthly, towards interest at the Coupon Rate ; and
v. Lasty, towards the redemption of the Debentures due and payable under this Deed.

## 27. Arbitration

27.1 Any dispute arising out of or in connection with this Deed (including any dispute relating to arising from or in connection with this Deed and any dispute regarding the existence, validity or termination of this Deed) ("Dispute") shall be referred to arbitration. The arbitration shall be

conducted by a three arbitrators. The Company and the Debenture Trustee shall mutually appoint one (1) arbitrator

27.2 The seat of arbitration shall be at Chennai or Mumbai or such other seat in India as may be decided mutually by the Company and the Debenture Trustee and the arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award shall be final, conclusive and binding on all parties concerned. The arbitrator may lay down from time to time the procedure to be followed in conducting arbitration proceedings and shall conduct the arbitration proceedings in such manner as it considers appropriate

## 28. INDEMNITY

28.1 The Company shall, within 10 (ten) Business Days of demand (accompanied by documentary evidence of the amount of such claim), indemnify the initial Debenture Holder(s) against any cost, expenses, loss or liability ( whatsoever incurred by an initial Debenture Holder as a result of:

(a) any Event of Default pursuant to Clause 11 (*Events of Default*) under this Deed;

(b) a failure by the Company to pay any amount due under a Transaction Document constituting (or resulting from of) an Event of Default pursuant to the terms of the Transaction Documents;

(c) any Debenture (or part thereof) not being prepaid on any date on which it is scheduled to be prepaid.

## SCHEDULE I
## DEBENTURE HOLDERS AT THE TIME OF ISSUE

| Name of Debenture Holder | Number of Debentures |
|---|---|
| A K CAPITAL FINANCE PRIVATE LIMITED | **5000** |
| | |
| | |

## SCHEDULE II
## FINANCIAL TERMS AND CONDITIONS

### 1. Debentures to rank *pari passu*

The Debentures under the relevant Series shall rank *pari passu*, inter se, without any preference or priority of one over the other or others of them.

### 2. Interest

### 2.1 Interest on Application Money

Interest on Application Money shall be payable at the Coupon Rate of the relevant Series of Debentures (subject to deduction of tax at source, as applicable) from the date on which the Debenture Holder(s) have made payment of the application monies in respect of the Debentures up to 1(one) day prior to the Deemed Date of Allotment in respect of each Series and the same shall be paid to the relevant Investors within 7 (Seven) calendar days from the relevant Deemed Date of Allotment. Where the Pay-In Date and the Deemed Date of Allotment are the same, no Interest on Application Money shall be payable by the Debenture Holder(s).

### 2.2 Coupon Payment Frequency

The Coupon under each Series shall be payable as mentioned under specified Term Sheet and more specifically mentioned under Schedule III of this Deed.

### 2.3 Coupon Rate

The Company shall be liable to pay the Debenture Holder(s), as specified in the Disclosure Document(s) in respect of the relevant Series of the Debentures and as mentioned under Schedule III of this Deed.

### 2.4 Coupon Payment Date(s) for each Series

The Coupon shall be payable quarterly for each Series on the Coupon Payment Date(s) which shall be the date(s) as specified in the Term sheet in respect of the relevant Series.

### 2.5 Computation of Coupon

All Coupon accruing on the face value of the Debentures shall accrue from day to day and be calculated on an actual/actual day count basis, at the Coupon Rate and rounded to the nearest Rupee. The Coupon shall be computed on the principal outstanding on the Debentures and shall be payable on each Coupon Payment Date.

### 2.6 Change of Tax Deducted at Source ('TDS')

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. For seeking TDS exemption/lower rate of TDS, relevant certificate/document must be lodged by the Debenture Holder(s)at the office of the R&T Agents of the Company at least 15 (Fifteen) calendar days before the relevant payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money, should be submitted along with the Application Form. If the

applicable rate of TDS is modified and results in a reduction of the net interest received by the Debenture Holders, the Company must give written notice to the Debenture Holders as soon as it becomes aware of such change.

2.7 **Rating of the Debentures**

The Company confirms that rating of Debenture is to be "CARE A" (pronounced "CARE A"))" by the Rating Agency. The Company shall ensure that the Debentures continue to be thus rated by the Rating Agency till the time of redemption of the Debentures. Provided however that the Company and/or the Debenture Holder(s) shall have the right to obtain an additional credit rating from any accredited rating agency for full or part of the issue size, as it may deem fit, which shall be at least equivalent to the prevailing credit rating to the Issue.

## 3. Business Day Convention

Any day of the week (excluding Saturdays, Sundays and any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Chennai or Mumbai shall be a Business Day for the purpose of this Deed.

If any Coupon Payment Date falls on a day which is not a Business Day, the payment to be made on such Coupon Payment Date shall be made on the succeeding Business Day, with interest for such additional period. Such additional interest will be deducted from the Coupon payable on the next date of payment of interest.

If the relevant Redemption Date or the Maturity Date (also being the last Coupon Payment Date) does not fall on a Business Day, the payment shall be made on the preceding Business Day along with the Coupon accrued on the Debentures until but excluding the date of such payment.

## 4. Redemption

With respect to each Series, the Debentures shall be taken as fully redeemed on payment of the final Redemption Amount by the Company on the Maturity Date or earlier (upon event of default or otherwise as specified in the Disclosure Documents). Such Payment will be a legal discharge of the liability of the Company towards the Debenture Holder(s).The Redemption Amount for each Debenture shall be equal to the percentage of the Debentures plus the accrued Coupon, and Default Interest (if any) payable in instalments on the Redemption Date(s) as specified in the Term sheet and as specified under Schedule III of this Deed.

a) The Company shall furnish the details of payments made to the Debenture Holder's containing the following towards redemption or the payment of the principal amount.
   i) Names of the Debenture Holder's.
   ii) Amount paid
   iii) Date of payment
   iv) Mode of payment (NEFT/DD/Cheque etc)

b) The Company shall furnish the details of payments made to the Debenture Holder's containing the following towards the payment of interest.
   v) Names of the Debenture Holder's.
   vi) Amount paid
   vii) Date of payment
   viii) Mode of payment (NEFT/DD/Cheque etc)

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## 5. OPTIONAL ACCELERATED REDEMPTION

5.1 Any Debenture Holder(s) shall be entitled, without being obligated, to cause the Company to accelerate the redemption of the outstanding Payments under the Debentures of the relevant Series by giving a notice to the Debenture Trustee ("**Optional Accelerated Redemption**") upon the occurrence of any of the following event(s) during the tenor of the Debentures.

5.2 Each of the below mentioned events hereinafter referred to as "**Optional Accelerated Redemption Event**"

(i) Withdrawal or suspension of the long-term rating of the Debentures;
(ii) Downgrade of the long-term rating of the Debenture or the Company to BBB+ or below by any Rating Agency;
(iii) Assignment of the long-term credit rating at or below BBB+ by any Rating Agency;
(iv) Breach of any of the Covenants

5.3 The determination of the occurrence of events above will be at the sole discretion of the Debenture Holder(s).

5.4 Upon the exercise of the Optional Accelerated Redemption option, the Debenture Trustee, acting on behalf of the affected Debenture Holder shall issue a notice in writing to the Company seeking the redemption of all Payments under the relevant Series of the Debentures held by the Debenture Holder exercising the option. ("**Optional Accelerated Redemption Notice**").

5.5 The Company shall be compulsorily required to redeem the Debentures identified in the Optional Accelerated Redemption Notice of the relevant Debenture Holder(s) within 45 (Forty Five) Calendar Days of the receipt of the Optional Accelerated Redemption Notice.

## 6. Payments

Payment of the Redemption Amount will be made on the Due Date(s) to the Debenture Holder(s) as on the Record Date and in case of joint holders of Debentures to the one whose name stands first in the Register of Debenture Holder(s) maintained for each Series. Such Payments shall be made by warrant / demand draft / credit through the NEFT/RTGS system.

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## 7. Default Interest Rate

If, at any time, a Payment Default occurs, the Company agrees to pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a Payment Default until such Payment Default is cured or the Debentures are fully redeemed.

If the Company fails to execute the Debenture Trust Deed & Deed Of Hypothecation on or before the expiry of 30 days from the respective Issue Closure Date, then the Company shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with

If, at any time, a breach of any terms, covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents, the Issuer agrees to pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a breach, until the Debentures are fully redeemed or till the covenants criteria has been replenished.

## 8. Security

The Debentures shall be secured by way of a first ranking exclusive and continuing charge to be created pursuant to the Deed of Hypothecation to be executed between the Company and the Trustee over the Secured Property until all the Secured Obligations in relation to the Debentures are satisfied by the Company.

## 9. Listing of the Debentures

The Company shall list the Debentures on the Wholesale Debt Market Segment of the BSE within 15 (Fifteen) calendar Days from the Deemed Date of Allotment.

a) In the event of the Company 's failure to do so, the Debenture Holder(s) may grant a maximum of up to 15 (Fifteen) additional calendar days from the date of such delay to allow the Company to list the Debentures.

b) if the Company fails to list the Debentures for the relevant Series, beyond this additional period, then the Company shall make payment to the Debenture Holder(s) of penal interest in the manner as further specified in Clause 5.2 of this Deed.

## 10. Nominee Director

The Debenture Trustee shall have a right to appoint a nominee Director on the Board of Directors of the Company (hereinafter referred to as "**the Nominee Director**") in accordance with the provisions of the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 in the event of:

(i) 2 (two) consecutive defaults in payment of interest to the Debenture Holder(s); or

(ii) Any default on the part of the Company in redemption of the Debentures; or

(iii) Any default in the creation of Security.

The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Company shall take steps to amend its Articles of Association for the purpose, if necessary.

## 11. Step Up Coupon Rate

In case of downgrade or assignment of any new rating, which is lower than the external present credit rating of the NCDs .i.e. "A", the Coupon Rate for the balance period would increase 0.50% p.a. for each notch downgrade in rating and the same will be with effect from the rating downgrade date

## 12. Transfer of Debentures

12.1 The Debentures shall be freely transferable and transmittable by the Debenture Holder(s) in whole or in part without the prior consent of the Company. The Debenture Holder(s) shall also have the right to novate, transfer or assign its rights and/or the benefits under the Transaction Documents upon such transfer/transmission of the Debentures

It is clarified that the Company shall not assign any of the rights, duties or obligations under this Deed or in relation to the Debentures without the prior written consent of the Debenture Trustee (acting on the instructions of all the Debenture Holder(s)).

## 13. Debentures free from equities

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

## 14. Debenture Holder not entitled to shareholders' rights

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

## 15. Variation of Debenture Holder(s) rights

The rights, privileges and conditions attached to the Debentures may be varied, modified or abrogated with the consent in writing of the Majority Debenture Holder(s). For the sake of abundant caution it is clarified that the variation in rights of the Debenture Holders can be effected only with the consent of the Company

## SCHEDULE III: DETAILS OF DEBENTURES ISSUED

<table>
<tr><td>Series</td><td colspan="3">Series A</td><td></td></tr>
<tr><td>Amount raised</td><td colspan="3">50,00,00,000</td><td></td></tr>
<tr><td>Tenor</td><td colspan="3">30 Months</td><td></td></tr>
<tr><td>Deemed Date of Allotment</td><td colspan="3">November 22, 2017</td><td></td></tr>
<tr><td>Actual Date of Allotment</td><td colspan="3">November 22, 2017</td><td></td></tr>
<tr><td>Principle Redemption Date's & Schedule</td><td colspan="3"><table>
<tr><th>Month</th><th>Date*</th><th>Amount (In %)</th></tr>
<tr><td>3rd</td><td>22-Feb-18</td><td>10%</td></tr>
<tr><td>6th</td><td>22-May-18</td><td>10%</td></tr>
<tr><td>9th</td><td>22-Aug-18</td><td>10%</td></tr>
<tr><td>12th</td><td>22-Nov-18</td><td>10%</td></tr>
<tr><td>15th</td><td>22-Feb-19</td><td>10%</td></tr>
<tr><td>18th</td><td>22-May-19</td><td>10%</td></tr>
<tr><td>21st</td><td>22-Aug-19</td><td>10%</td></tr>
<tr><td>24th</td><td>22-Nov-19</td><td>10%</td></tr>
<tr><td>27th</td><td>22-Feb-20</td><td>10%</td></tr>
<tr><td>30th</td><td>22-May-20</td><td>10%</td></tr>
</table></td><td></td></tr>
<tr><td>Credit Rating</td><td colspan="3">CARE A</td><td></td></tr>
<tr><td>Coupon Rate</td><td colspan="3">11.60%</td><td></td></tr>
<tr><td>Coupon Payment Frequency</td><td colspan="3">Payable Quarterly & on Redemption</td><td></td></tr>
</table>

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## SCHEDULE III

## CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT

### PART A- CONDITIONS PRECEDENT

The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee, prior to the initial Deemed Date of Allotment for the relevant Series:

I. Execution of the Shelf Disclosure Document,
II. Receipt of Credit Rating Letter and Rationale from the Rating Agency
III. Receipt of the Trustee Consent Letter
IV. Receipt of the BSE In-principal approval letter
V. A certified copy of the resolution of the Company's Borrowing & Resource Committee authorizing this Issue
VI. A certified copy of the resolution of the Company's board of directors authorizing the issuance of debentures
VII. A certified copy of the resolution of the shareholders of the Company under Sections 180(1)(c) of the Act
VIII. A certified copy of the resolution of the shareholders of the Company under Section 42 of the Act
IX. Execution of the Debenture Trustee Agreement
X. Finalization of the executable version of the Debenture Trust Deed and Deed of Hypothecation

### PART-B CONDITIONS SUBSEQUENT

The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the Deemed Date of Allotment for the relevant Series:

I. The Company shall ensure that the Debentures are credited into the demat account(s) of the Debenture within 2 (two) Business Days from the Deemed Date of Allotment of the respective Series;
II. The Company will ensure listing of Debentures on the BSE;
III. the Company shall, inter alia, file a copy of Form PAS-4 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures with the ROC and SEBI with the prescribed fee within 30 (thirty) days from the date of the Private Placement Offer Letter for the relevant Series and file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 30 (thirty) days of the allotment of Debentures along with a list of the Debenture Holders and with the prescribed fee;
IV. the Company shall file a copy of Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the relevant series of Debentures along with a copy of the relevant Private Placement Offer Letter with ROC and SEBI within 30 (thirty) days from the date of the Private Placement Offer Letter;
V. Execution of Deed of Hypothecation and Debenture Trust Deed
VI. Execution of any other documents as customary for transaction of a similar nature and size

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## SCHEDULE IV

## DEPOSITORY RELATED PROVISIONS

1. The Company has made depository arrangements with NSDL and CDSL for dematerialisation of the Debentures. Each of the Debenture Holders has to necessarily hold the in dematerialised form and deal with the same as per the provisions of Depositories Act, 1996 (as amended from time to time) (hereinafter "**Depositories Act**"). The normal procedures followed for transfer of securities held in dematerialised form shall be followed for transfer of these Debentures held in electronic form.

2. Debenture certificates will not be issued to the allottees, since the Debentures are being issued in a dematerialised form.

3. The depository account of the Debenture Holder(s) with CDSL and NSDL, will be credited within 2 (Two) Business Days from the Deemed Date of Allotment for the relevant Series.

4. The Debentures held in the dematerialised form shall be taken as discharged on payment of the Redemption Amount(s) by the Company to the registered Beneficial Owner(s) on the Record Date. Such payment will be a legal discharge of the liability of the Company towards the Beneficial Owner(s). On such payments being made, the Company will inform NSDL and CDSL and accordingly the account of the Debenture Holder with NSDL and CDSL will be adjusted.

5. A Register of Debenture Holder(s) containing all relevant particulars shall be maintained by the Company at either its registered office or corporate office or at the office of Registrar and Transfer Agent.

6. Transfer of Debentures in dematerialised form would be in accordance with the rules/procedures as prescribed by NSDL and CDSL, and the applicable depository participant.

7. Nothing provided herein shall prejudice any power of the Company to register as Debenture Holder any person to whom the right to any Debentures of the Company has been transmitted by operation of law.

8. The Company shall rematerialise Debentures in accordance with the rules and procedures prescribed by Depositories Act. All costs arising from the request of rematerialisation shall be borne by the person requesting such rematerialisation.

## SCHEDULE V

## PROVISIONS FOR THE MEETINGS OF THE DEBENTURE HOLDER(S)

The following provisions shall apply to the meetings of the Debenture Holder(s):-

**1.** The Debenture Trustee shall at (a) the request in writing of the Debenture Holder(s) representing not less than 1/10th (one-tenth) in value of the nominal amount of the Debentures for the time being outstanding or (b) upon the happening of any event, which constitutes a breach or an Event of Default or which in the opinion of the Debenture Trustee affects the interests of the Debenture Holder(s), convene a meeting of the holders of Debentures.

The meetings of the Debenture Holders referred to hereinabove are hereinafter referred to as the "**Meetings**".

Any such Meetings 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 Debenture Trustee shall determine.

**2.** (i) A Meeting of the Debenture Holder(s) may be called by giving not less than 21 (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 Debenture Holders representing not less than 95% (ninety five per cent) of the Debentures for the time being outstanding.

**3.** (i) Every notice of a meeting shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.

(ii) Notice of every meeting shall be given in the manner as authorised by Section 20 of the 2013 Act as pertaining to the service of documents on the members of the Company to the following persons:-

(a) every Debenture Holder;

(b) the persons entitled to Debentures in consequence of death or insolvency of any of the Debenture Holder(s), by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and

(c) the auditor or auditors for the time being of the Company in the manner authorised by Section 20 of the Act read with the Companies (Incorporation) Rules, 2014 in the case of any members of the Company

**4.** The accidental omission to give notice to, or the non- receipt of notice by, any Debenture Holder(s) or other person to whom it should be given shall not invalidate the proceedings at the meeting.

5. (i) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every director and the manager, if any.

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

6. (i) 5 (five) Debenture Holder(s), personally present shall be the quorum for the meeting of the Debenture Holder(s) (provided that in the event that the number of Debenture Holder(s) shall be less than 5, then the quorum shall comprise of all of such lesser number of Debenture Holder(s) being present).

(ii) If, within half an hour from the time appointed for holding a meeting of the Debenture Holder(s), a quorum is not present, the meeting, if called upon the requisition of the Debenture Holder(s) shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Debenture Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the Debenture Holder(s) present shall be the quorum.

7. (i) The Debenture Trustee shall nominate 2 (two) persons to attend each meeting one of which shall be nominated by the Debenture Trustee to act as the chairman of the meeting and in his absence the Debenture Holder(s) personally present at the meeting shall elect one of themselves to be the chairman thereof on a show of hands.

(ii) If a poll is demanded on the election of the chairman, it shall be taken forthwith in accordance with the provisions of the Act.

(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 Debenture Trustee and the directors of the Company and their respective representatives may attend any meeting but shall not be entitled as such to vote thereat.

9. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner hereinafter mentioned, and unless a poll is so demanded, a declaration by the chairman that on a show of hands the resolution has or has not been carried either unanimously or by a particular majority and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

10. Before or on the declaration of the result of 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 Debenture Holder(s) representing not less than 10% of those present and voting where the resolution is with respect to all the Debentures; or

11. (i) A poll demanded on a question of adjournment shall be taken forthwith.

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(ii) A poll demanded on any other question (not being a question relating to the election of a chairman) shall be taken at such time not being later than 48 (forty-eight) hours from the time when the demand was made, as the chairman may direct.

**12.** At every such meeting each Debenture Holder(s) shall, on a show of hands, be entitled to 1 (one) vote only, but on a poll he shall be entitled to 1 (one) vote in respect of every Debentures of which he is a holder in respect of which he is entitled to vote.

**13.** (i) Any Debenture Holder(s) entitled to attend and vote at the meeting shall be entitled to appoint another person (whether any of the Debenture Holder(s) or not) as his proxy to attend and vote instead of himself.

(ii) In every notice calling the meeting there shall appear with reasonable prominence a statement that any of the Debenture Holder(s) entitled to attend and vote is entitled to appoint one or more proxies, to attend and vote instead of himself, and that a proxy need not be one such Debenture Holder(s).

(iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy of the power of attorney shall be deposited at the registered office of the Company not less than 48 (forty-eight) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than 24 (twenty-four) hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.

(iv) The instrument appointing a proxy shall:-

(a) be in writing; and

(b) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.

(v) The instrument appointing a proxy shall be in any of the forms set out at the foot of Annexure "D" to the Companies (Central Government's) General Rules and Forms, 1956, or under the analogous rules provided for under the 2013 Act and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles of Association of the Company.

(vi) All Debenture Holder(s) are entitled to vote at a meeting of the Debenture Holder(s) of the Company on any resolution to be moved thereat shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Company.

**14.** 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 Debentures 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.

**15.** On a poll taken at any meeting of the Debenture Holder(s), any of the Debenture Holder(s) entitled to more than 1 (one) vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.

**16.** (i) When a poll is to be taken, the chairman of the meeting shall appoint 2 (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 2 (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 Debenture Holder is available and willing to be appointed.

**17.** (i) Subject to the provisions of the said Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.

(ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

**18.** In the case of joint Debenture Holder(s), the vote of the person whose name appears first in the Register of Debenture Holder(s) shall be accepted to the exclusion of the other joint-holder or holders.

**19.** The chairman of a meeting of the Debenture Holder(s) may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**20.** 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 Debenture Holder(s).

**21.** 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.

**22.** 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.

**23.** A meeting of the Debenture Holder(s) shall, *inter alia*, have the following powers exercisable in the manner *hereinafter* specified in Clause 24 hereof :

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(i) Power to sanction any compromise or arrangement proposed to be made between the Company and the Debenture Holder(s).

(ii) Power to sanction any modification, alteration or abrogation of any of the rights of the Debenture Holder(s) against the Company.

(iii) Power to assent to any modification of the provisions contained in the Transaction Documents and to authorise the Debenture Trustee to concur in and execute any supplemental deed embodying any such modification.

(iv) Power to remove the existing Debenture Trustee and to appoint new Debenture Trustee.

(v) Power to give any direction, sanction, request or approval which under any provision of the Deed is required to be given by a Special Resolution.

(vi) Power to enforce and sell the Security.

It is clarified that the consent of the Majority Debenture Holder(s) of the security beneficiaries (i.e. majority of security beneficiaries of all the Series of Debentures issued under this Deed is required for the enforcement of the Security under the provisions of this Deed in the event of any default in making payments by the Company.

**24.** The powers set out in Clause 23 hereof shall be exercisable by a special resolution passed at a meeting of the Debenture Holder(s) duly convened and held in accordance with provisions herein contained and carried by the Debenture Holder(s) by a majority representing not less than 75% (seventy five per cent) in value of the votes cast on such poll, or in relation to a Series by a majority representing not less than 75% (seventy five percent) in value of the votes cast on such poll in relation to a Series. Such a resolution is hereinafter referred to as a "**Special Resolution**".

**25.** A resolution, passed at a general meeting of the Debenture Holder(s) duly convened and held in accordance with these presents shall be binding upon all of the Debenture Holder(s), whether present or not at such meeting, and each of the Debenture Holder(s) shall be bound to give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

**26.** 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 Debenture Trustee at the expenses of the Company and any such minutes as aforesaid, if purported to be signed by the chairman of the meeting at which such resolutions were passed or proceeding held or by the chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken. In the event that the chairman shall expire or otherwise be unable to sign the minutes in accordance with the above, the second nominee of the Debenture Trustee shall sign the minutes on behalf of the chairman and such signed minutes shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of

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the proceedings of which minutes have been made.

27. Notwithstanding anything herein contained, it shall be competent to all the Debenture Holder(s) to exercise the rights, powers and authorities of the Debenture Holder(s) under the Deed by a letter or letters signed by or on behalf of the Debenture Holder(s) without convening a meeting of the Debenture Holder(s) as if such letter or letters constituted a resolution or a Special Resolution, as the case may be, passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.

28. Notwithstanding anything contained hereinabove or elsewhere in this Deed, if a resolution is required to be passed in relation to a matter concerning a particular Series of Debenture Holders or the rights of the Debenture Holders of a particular Series are proposed to be modified or varied, a meeting shall be convened of the Debenture Holders of such Series only and such meeting shall be convened, held and conducted in the manner and in accordance with the terms stipulated by this Fourth Schedule; which shall apply mutatis mutandis.

SIGNED AND DELIVERED BY **BELSTAR INVESTMENT AND FINANCE PRIVATE LTD** by Mr. Sunil Kumar Sahu _,(Company Secretary ), Authorised Signatory of the Company, pursuant to the Resolution dated July 31,2017

BELSTAR INVESTMENT AND FINANCE PRIVATE

COMPANY SECRETARY

BELSTAR INVESTMENT AND FINANCE PVT. LTD. CHENNAI 600083

SIGNED AND DELIVERED by **IDBI TRUSTEESHIP SERVICES LIMITED**, the within named Debenture Trustee by the hand of

Smt. NIRMALA RAVI

___, its Authorised Signatory who has subscribed his signature hereto in token thereof in the presence of:-

For IDBI TRUSTEESHIP SERVICES LTD.

R. Nirmala

AUTHORISED SIGNATORY

IDBI Trusteeship Services Ltd. ITSL

1.

2.