

**DEBENTURE TRUST DEED**

**EXECUTED BY**

**JANA HOLDINGS LIMITED**

**AND**

**CATALYST TRUSTEESHIP LIMITED**

**IN RESPECT OF**

**ISSUANCE OF SECURED, RATED, LISTED, REDEEMABLE,  
NON CONVERTIBLE DEBENTURES AGGREGATING UP TO  
Rs. 753,00,00,000/- (RUPEES SEVEN HUNDRED AND FIFTY THREE CRORES ONLY)**

**Dated as of September 14, 2017**

## DEBENTURE TRUST DEED

This **DEBENTURE TRUST DEED** (hereinafter referred to as the “**Deed**”) is made at Bengaluru on this 14<sup>th</sup> day of September, Two Thousand and Seventeen, by and between:

**JANA HOLDINGS LIMITED**, a company incorporated under the Companies Act, 2013, with corporate identity number U74900KA2016PLC086838 and having its registered office at MS Square, 34/1-1, Langford Road, Shantinagar, Bangalore – 560027, (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

**CATALYST TRUSTEESHIP LIMITED (FORMERLY GDA TRUSTEESHIP LIMITED)**, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) with corporate identity number U74999PN1997PLC110262 and having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411 038, and having its branch office at 83-87, 8th Floor, B Wing, Mittal Tower Nariman Point, Mumbai-400021, hereinafter called the “**Debenture Trustee**”, (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 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 (i) for the Company’s general corporate purposes, including making any payments to SEBI in relation to auction bid charges for allocation of the debt limits, up to an amount of Rs. 20,00,00,000/- (Rupees twenty crores), and (ii) to finance the subscription to compulsorily convertible preference shares of the Target Company (*as defined below*) using the balance amounts, the Company proposes to issue up to 7,530 (Seven thousand five hundred and thirty only) secured, rated, listed, redeemable non-convertible debentures each having a face value of Rs. 10,00,000/- (Rupees ten lakhs only) for an aggregate nominal value of up to Rs. 753,00,00,000/- (Rupees Seven hundred and fifty three crores only) (hereinafter referred to as the “**Debentures**”) for cash, at par, in dematerialised form on a private placement basis to certain identified investors in one or more series (hereinafter referred to as the “**Issue**”).
- B. Prior to the subscription to each series of the Debentures, the Company will issue (i) an information memorandum in respect to that series of the Debentures in the form acceptable to the Debenture Trustee and *inter alia* setting out the disclosures in accordance with the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 (hereinafter referred to as the “**Information Memorandum**”); and (ii) the private placement offer letter in respect to that series of the Debentures in the form specified pursuant to sub-rule (1) of Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 (hereinafter referred to as the “**Offer Letter**”).

- C. 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 its shareholders in the extraordinary general meeting held on August 31, 2017 and the resolution of its Board of Directors passed at its meeting held on September 1, 2017, to certain identified investors who shall subscribe to the Debentures.
- D. The Debentures shall be issued in dematerialised form and are subject to the provisions of the Depositories Act, 1996 and rules notified by the National Securities Depository Limited (“NSDL”) from time to time. Therefore, the Company has entered into/will enter into an agreement with NSDL for issuing the Debentures in dematerialised form.
- E. The Company shall obtain a credit rating for the Debentures from the Rating Agency (as defined below) in respect of each series of Debentures.
- F. Each series of the Debentures are to be listed within 15 days from the relevant Deemed Date of Allotment (as defined below) on the Wholesale Debt Market segment of the BSE Limited (hereinafter referred to as “BSE”).
- G. The Debenture Trustee is registered with SEBI as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993 and pursuant to the consent letter dated September 7, 2017 issued by the Debenture Trustee which has been accepted by the Company, the Debenture Trustee has agreed to act as trustee on behalf of and for the benefit of the Debenture Holder(s) (as defined below), from time to time, and each of their successors and assigns.
- H. The Debenture Trustee and the Company have entered into a Trustee Agreement (as defined below) 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 (as more particularly defined below) to be created by the Company in favour of the Debenture Trustee to secure the payment and other obligations of the Company, each in respect of the issuance of the Debentures, for the benefit of the Debenture Holder(s).
- I. One of the terms of the issue of the Debentures is that the Payments will be secured by way of a first ranking exclusive pledge over the Pledged Shares (as defined below).
- J. 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.
- K. 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 as well as the Company’s and the Debenture Trustee’s obligations in respect of the Debentures including terms and conditions of the appointment of the Debenture Trustee, redemption of the Debentures, 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”** means the Companies Act, 1956 (**“1956 Act”**), or where applicable the notified and/or analogous provisions of the Companies Act, 2013 (**“2013 Act”**);
- (b) **“Anti-Corruption Law(s)”** means the United States Foreign Corrupt Practices Act of 1977, as amended, the United Kingdom Bribery Act 2010, as amended, the India Prevention of Corruption Act, 1988, as amended, or any other law applicable to the Company, which prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person, or which has as its objective the prevention of corruption and/or bribery;
- (c) **“Anti-Money Laundering Law(s)”** means those laws, regulations and sanctions that (i) limit the use of, and/or seek the forfeiture of, proceeds from illegal transactions, (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers, supporters of weapons proliferation or otherwise engaged in activities contrary to the interests of India, the United States or any other country in which the Company does business (iii) may require the Debenture Trustee to obtain information on the identity of, and source of funds for investment by, the Company or its affiliates, or (iv) are designed to disrupt the flow of funds to terrorist organisations, in each case to such extent as applicable to the Company;
- (d) **“Applicable Law”** means 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 in India and any modifications or re-enactments thereof;
- (e) **“Authorized Representative”** means any natural Person who is duly authorized by the Company to act on its behalf;
- (f) **“Beneficial Owner(s)”** means the Debenture Holder(s) of the Debentures in dematerialized form whose name is recorded as such with the Depository;
- (g) **“Business Day”** means any day of the week (excluding non-working Saturdays, Sundays and any day which is a public holiday as defined under Section 25 of the Negotiable Instruments Act, 1881) on which banks are open for business in Singapore, Bengaluru and Mumbai, and **“Business Days”** shall be construed accordingly;

- (h) **“Calculation Day”** means each anniversary of the Deemed Date of Allotment in respect of the first series of the Debentures;
- (i) **“Coupon Payment Date”** means, in relation to each series of the Debentures, the second anniversary of the Deemed Date of Allotment for the first series of the Debentures and each subsequent anniversary thereafter until the Maturity Date, and in respect of the last Coupon Period, the Maturity Date;
- (j) **“Coupon Period”** means, in relation to each series of the Debentures, a period of 12 (twelve) months beginning from the Coupon Payment Date and ending on the day immediately before the next following Coupon Payment Date, *provided that* the first Coupon Period will be the period beginning from the Deemed Date of Allotment in respect to that series of the Debentures and ending on the day immediately before the next following Coupon Payment Date, and *provided that* the last Coupon Period shall expire on the Maturity Date;
- (k) **“Coupon Rate”** means, in relation to each series of Debentures, the percentage rate per annum applicable in relation to that series of Debentures as set out in the Disclosure Documents for that series provided that such Coupon Rate in relation to a series of Debentures shall not be less than 4.95% (four point nine five per cent.) per annum and shall not exceed 5.05% (five point zero five per cent.) per annum;
- (l) **“Deemed Date of Allotment”** means, in relation to each series of the Debentures, the date specified under the relevant Information Memorandum, and on each such date the relevant Debentures shall have been deemed to be allotted to the Debenture Holder(s), which shall not be later than the pay-in date in respect to the relevant series of the Debentures;
- (m) **“Debenture Holder(s)”** means the Persons who are the subscribers to the Debentures and, for the time being, holders of the Debentures and for the subsequent Debenture Holder(s), each of whom fulfils the following requirements:
  - (i) Persons who are registered as Beneficial Owners; and
  - (ii) Persons who are registered as debenture holder(s) in the Register of Debenture Holder(s),

(and shall include transferees of the Debentures, from time to time, registered 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) **“Debentures”** shall have the meaning assigned to the term in Recital A above, the terms of which are set out under Schedule I (*Financial Terms and Conditions*) hereto;
- (o) **“Default Interest”** shall have the meaning assigned to the term in Clause 11 of Schedule I (*Financial Terms and Conditions*) below;

- (p) **“Depository”** means NSDL with whom the Company has made arrangements for dematerializing the Debentures;
- (q) **“Disclosure Documents”** means, in respect of each series of the Debentures, the Information Memorandum and the Offer Letter;
- (r) **“Due Date”** means any date on which any Payment in relation to the Debentures become due and payable to the Debenture Holder(s) in accordance with the terms of this Deed;
- (s) **“Encumbrance”** means any mortgage, charge, pledge, assignment, hypothecation, security interest, lock in provisions, non-disposal undertaking, lien (statutory or other), deposit arrangement, escrow or any agreement, right in the nature of or for the purpose of securing any obligation of any Person, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker’s lien, privilege or priority of any kind having the effect of security;
- (t) **“Fee Letter”** or **“Consent Letter”** means the Consent Letter No. CL/MUM/17-18/DEB/222 dated September 7, 2017 issued by the Debenture Trustee to the Company;
- (u) **“Final Settlement Date”** means the date on which the Payments have been irrevocably discharged in full and/or the Debentures have been redeemed by the Company in full, to the satisfaction of the Debenture Trustee (acting under the Relevant Instructions), in accordance with the terms of the Transaction Documents;
- (v) **“Financial Indebtedness”** means in relation to any Person any indebtedness of such Person for or in respect of:
  - (i) moneys borrowed;
  - (ii) any amount availed of by acceptance of any credit facility;
  - (iii) any amount raised pursuant to the issuance of any notes, bonds, debentures, redeemable shares and other redeemable securities, loan stock or any other similar securities or instruments;
  - (iv) 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;
  - (v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
  - (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
  - (vii) 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 shall be taken into account);
  - (viii) any counter-indemnity obligations in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

- (ix) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (viii) above;
- (w) **“Financial Terms and Conditions”** means the terms and conditions on the part of the Company to be observed and performed as set out in Schedule I hereto till the Final Settlement Date and as the same may, from time to time, be modified in accordance with these presents;
- (x) **“Financial Year”** means the financial year of the Company used for the purposes of accounting;
- (y) **“Foreign Investor”** means a foreign portfolio investor or a foreign institutional investor duly registered with the SEBI;
- (z) **“GAAP”** means the generally accepted accounting principles as prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Company;
- (aa) **“Government Official”** means any (i) employee or official of (a) a Governmental Authority, (b) an instrumentality of a Governmental Authority, including any state-owned enterprise, government agency or government advisor, or (c) a public international organization, (ii) political party or party official or (iii) candidate for political office;
- (bb) **“Governmental Authority”** means any governmental or statutory authority, governmental department, agency, commission, board, tribunal or court or other entity authorised to make laws, rules or regulations or pass directions having jurisdiction, or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction in respect of the subject matter pursuant to Applicable Laws and includes 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, the Ministry of Company Affairs, the SEBI and the RBI;
- (cc) **“Information Memorandum”** shall have the meaning assigned to the term in Recital B above;
- (dd) **“Issue”** shall have the meaning assigned to the term in Recital A above;
- (ee) **“JUF”** means the Jana Urban Foundation, a company incorporated under the Companies Act, 1956, with corporate identity number U65929KA2006NPL039843 and having its registered office at MS Square, No. 34/1-1, Langford Road, Shantinagar, Bengaluru - 560027;
- (ff) **“Liquid Investments”** shall mean cash held at banks, investments in fixed income mutual funds, term deposits, commercial paper, money market instruments, bonds, government securities, certificates of deposits and other similar investments.
- (gg) **“Listing Event”** shall have the meaning set forth in Clause 7.5 of Schedule I hereto;

- (hh) **“Majority Resolution”** shall have the meaning set forth in Clause 25 of Schedule III hereto;
- (ii) **“Material Adverse Effect”** means the effect or consequence of an event, circumstance, occurrence or condition which has occurred after the date of this Deed and which has caused, in the sole opinion of the Debenture Trustee (acting reasonably), a material adverse effect on:
- (i) the financial condition, business or operation of the Company and/or the Target Company (taken as a whole);
  - (ii) the ability of the Company or JUF to perform its obligations under the Transaction Documents to which it is a party; or
  - (iii) the legality, validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder);
- (jj) **“Maturity Date”** means, in relation to each series of the Debentures, the date falling on the expiry of 5 (five) years and 8 (eight) months from the Deemed Date of Allotment of the first series of the Debentures issued pursuant to this Deed, or such earlier date on which such Debenture(s) are to be redeemed in terms of the Transaction Documents and in conformity with Applicable Law, or such other date on which the final payment of the principal of the Debentures becomes due and payable as therein or herein provided, by declaration of acceleration, voluntary redemption or otherwise under the terms of this Deed;
- (kk) **“Monthly Date”** means the last day of each calendar month;
- (ll) **“Parent Company”** means Jana Capital Limited, a company incorporated under the Companies Act, 2013 with corporate identity number U67100KA2015PLC079488 and having its registered office at M S Square, No. 34/1-1 Langford Road, Shantinagar, Bangalore-560027, India;
- (mm) **“Parent Company Pledge Agreement”** means the pledge agreement to be executed between JUF and the Debenture Trustee creating a first ranking and exclusive Security over the Parent Company Pledged Shares in favour of the Debenture Trustee (acting for the benefit of the Debenture Holders);
- (nn) **“Parent Company Pledged Shares”** means the equity shares of the Parent Company owned by JUF which are pledged under the terms of the Parent Company Pledge Agreement from time to time but shall not, for the avoidance of doubt, include the Unavailable Shares;
- (oo) **“Parent Company Valuation”** means the value of the Parent Company Pledged Shares computed as per the following formula:

Value of the Parent Company Pledged Shares = {equity share value of the Target Company as determined by the Valuer under Clause 6.11 below \* equity stake held by the Parent Company in the Target Company (including stake held indirectly through the Company)] less Redemption Amount on the date of the valuation} \* number of Parent Company Pledged Shares / total Parent Company shares outstanding;



- (pp) **“Payments”** means all present and future obligations and liabilities (whether actual or contingent) of the Company to the Debenture Trustee and the Debenture Holders under each Transaction Document including, payment of Redemption Amounts, Default Interest, if any, costs, charges, other default interest, if any, indemnities and expenses, and other monies payable, if any, under the Transaction Documents;
- (qq) **“Pledge Agreements”** means the SFB Pledge Agreement and the Parent Company Pledge Agreement;
- (rr) **“Pledged Shares”** means SFB Pledged Shares and the Parent Company Pledged Shares, from time to time;
- (ss) **“Purpose”** means the purpose for which the Company is issuing the Debentures is more particularly detailed in Recital A above and Clause 10.1(a) (*Utilisation of Proceeds of Debentures*) of this Deed;
- (tt) **“Rating Agency”** means ICRA Limited (**‘ICRA’**) a company incorporated under the provisions of the Companies Act, 1956 and having its head office at Building No. 8, Tower-A, 2<sup>nd</sup> Floor, DLF Cyber City, Phase II, Gurgaon- 122002, at the date of this Deed or any other credit rating agency registered with the SEBI and acceptable to the Debenture Trustee;
- (uu) **“RBI”** means the Reserve Bank of India;
- (vv) **“RBI Guidelines”** means the regulations, notifications, guidelines, policies, directions, directives and orders issued by the RBI and applicable to a small finance bank and any modifications or re-enactments thereof;
- (ww) **“Record Date”** means in relation to any Due Date on which any payments are scheduled to be made by the Company to the Debenture Holders, the day falling 15 (fifteen) calendar days prior to such Due Date;
- (xx) **“Redemption Amount”** means with reference to each outstanding Debenture:
- (i) the principal amount of Rs 10,00,000/- (Rupees ten lakhs only);
  - (iii) the interest accrued at the Coupon Rate on that Debenture since the last Coupon Payment Date on which interest was paid by the Company pursuant to Clause 4.2 of Schedule I (*Financial Terms and Conditions*) below and until (and including) the proposed date of redemption of that Debenture; and
  - (iv) the Redemption Premium;
- (yy) **“Redemption Premium”** means, with reference to each outstanding Debenture an amount of premium payable over and the above the principal amount of the Debenture that will ensure that such Debenture is redeemed on the Maturity Date at a Redemption Amount as would result in a XIRR calculated in accordance with the following formula:

(Value of equity shares of the Target Company on the Reference Date / Value of equity shares of the Target Company on the relevant Deemed Date of Allotment) ^ (1/Number of years from Deemed Date of Allotment to the relevant Reference Date for such Debenture) -1\*100%, subject to a cap of 25% (twenty five per cent.) and a floor of 16.5% (sixteen point five per cent.);

- (zz) **“Reference Date”** means the date falling 1 (one) month prior to the relevant Maturity Date;
- (aaa) **“Relevant Instructions”** means in respect of any of the matters listed:
- (i) in paragraph (a) of Clause 23 of Schedule III (*Provisions for the meetings of the Debenture Holders*), the written consent obtained from the Debenture Holders representing not less than 65% (sixty five per cent.) in value of the nominal amount of the Debentures for the time being outstanding or consent by a Special Resolution duly passed at the meeting of the Debenture Holders convened in accordance with the provisions set out in Schedule III (*Provisions for the meetings of the Debenture Holders*);
  - (ii) in paragraph (b) of Clause 23 of Schedule III (*Provisions for the meetings of the Debenture Holders*), the written consent obtained from the Debenture Holders representing not less than 51.% (fifty one per cent.) in value of the nominal amount of the Debentures for the time being outstanding or consent by a Majority Resolution duly passed at the meeting of the Debenture Holders convened in accordance with the provisions set out in Schedule III (*Provisions for the meetings of the Debenture Holders*);
- (bbb) **“Register of the Debenture Holders”** means the register maintained pursuant to Clause 8.8 (*Register of Debenture Holders*);
- (ccc) **“Registrar and Transfer Agent”** means Karvy Compushare Private Limited, company incorporated under the Companies Act, 1956, with corporate identity number U72400TG2003PTC041636 and having its registered office at 46 Avenue, 4th Street, No.1, Banjara Hills, Hyderabad - 500034;
- (ddd) **“Repay”** shall include **“Redemption”** and vice-versa and **“repaid”**, **“repayable”**, **“repayment”**, **“redeemed”**, **“redeemable”** and **“redemption”** shall be construed accordingly;
- (eee) **“Rs.”** or **“Rupees”** means Indian rupees, the lawful currency of India;
- (fff) **“Sanctions Laws and Regulations”** means all laws concerning embargoes, economic sanctions, export restrictions, the ability to make or receive international payments, the ability to engage in international transactions, or the ability to take an ownership interest in assets located in a foreign country, including those administered or enforced by the United States, the United Nations Security Council, the European Union, the United Kingdom, or any other jurisdiction where the Company operates, in each case to such extent as applicable to the Company;

- (ggg) **“Sanctions Target”** means any Person with whom dealings are restricted or prohibited by Sanctions Laws and Regulations, including (i) any Person identified in any sanctions list maintained by (a) the United States Department of Treasury, Office of Foreign Assets Control, the United States Department of Commerce, Bureau of Industry and Security, or the United States Department of State, (b) the United Nations Security Council, (c) the European Union, or (d) HM Treasury of the United Kingdom; (ii) any Person located, organised, or resident in, or a Government Authority or government instrumentality of, a country or territory with which dealings are restricted or prohibited by Sanctions Laws and Regulations, and (iii) any Person directly or indirectly 50% or more owned or controlled by, or acting for the benefit or on behalf of, a Person described in (i) or (ii);
- (hhh) **“SEBI”** means the Securities and Exchange Board of India;
- (iii) **“Security”** means the security created under the Security Documents in favour of the Debenture Trustee, for the purpose of securing the Issue;
- (jjj) **“Security Cover”** means, on the Deemed Date of Allotment for each series of Debentures and on any Calculation Day, the result obtained by:
- (i) dividing the value of the Pledged Shares as on that Deemed Date of Allotment or that Calculation Day, as the case may be, (determined in accordance with Clause 6.11(b) and (c)); by
  - (ii) the aggregate of the principal amount of the Debentures outstanding as on that Deemed Date of Allotment or that Calculation Day (as the case may be) along with the accrued but unpaid interest at the Coupon Rate and the Redemption Premium, if any, as on that Deemed Date of Allotment or that Calculation Day (as the case may be),
- (kkk) **“Security Documents”** means the Pledge Agreements and any other agreement that may be designated by the Debenture Trustee and the Company as a Security Document.
- (lll) **“Share Subscription Agreement”** means the share subscription agreement dated September 7, 2017 executed between Janalakshmi Financial Services Limited, Tree Line Asia Master Fund (Singapore) Pte Ltd, North Haven Private Equity Asia Platinum Pte. Ltd, QRG Enterprises Limited, TPG Asia VI SF Pte. Ltd., Caladium Investment Pte Ltd, Vallabh Bhanshali HUF, Jana Holdings Limited, Ramesh Ramanathan, Jana Urban Foundation, Bajaj Allianz Life Insurance Company Limited and Bajaj Allianz General Insurance Company Limited;
- (mmm) **“SFB Pledge Agreement”** means the pledge agreement to be executed between the Company and the Debenture Trustee creating a first ranking and exclusive Security over the SFB Pledged Shares in favour of the Debenture Trustee (acting for the benefit of the Debenture Holders);

- (nnn) “**SFB Pledged Shares**” mean the equity shares and other securities of the Target Company constituting the Pledged Shares (as defined under the SFB Pledge Agreement) from time to time;
- (ooo) “**Special Resolution**” shall have the meaning set forth in Clause 24 of Schedule III hereto;
- (ppp) “**Target Company**” means Janalakshmi Financial Services Limited, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 with corporate identity number U65923KA2006PLC040028 and having its registered office at 29, Union Street, Off Infantry Road, Bangalore- 560001, India and, upon conversion into a small finance bank in accordance with applicable RBI rules and regulations, such small finance bank;
- (qqq) “**Taxes**” or “**Tax**” shall include any and all present or future, direct or indirect, claims for tax, levy, impost, duty, cess, statutory dues 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), withholding tax, 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;
- (rrr) “**Tax Deduction**” means a deduction or withholding for or on account of Tax from Payment under a Transaction Document;
- (sss) “**Transaction Documents**” means the documents executed in relation to the issue of the Debentures and creation of Security, and shall include the following:
- (i) this Deed;
  - (ii) the Disclosure Documents;
  - (iii) the Trustee Agreement;
  - (iv) Security Documents;
  - (v) the Fee Letter
  - (vi) any other document that may be designated by the Debenture Trustee and the Company as a Transaction Document;
- (ttt) “**Trustee Agreement**” means the trustee agreement dated September 11, 2017 entered into by and between the Company and the Debenture Trustee;
- (uuu) “**Unavailable Shares**” shall have such meaning as assigned to such term in the Parent Company Pledge Agreement;
- (vvv) “**Valuer**” means such entity or agency as mutually agreed between the Parties. For the avoidance of doubt, in the event the Parties are unable to decide upon a mutually agreed Valuer within 30 (thirty) Business Days from the date of this Deed, the Valuer shall be appointed by the Debenture Trustee (acting in accordance with Relevant Instructions); and

- (www) “XIRR” means the internal rate of return, calculated using the Microsoft Excel, 2010 XIRR function (or if such program is no longer available, such other software program for calculating XIRR as decided by the Debenture Trustee). In any calculation of the XIRR:
- (i) all amounts paid to the Debenture Holders including by way of Redemption Amounts and Coupon (including Tax Deduction on such amounts) on or prior to the date of calculation shall be included in payments made to the Debenture Holders;
  - (ii) the relevant period for such calculation shall be the dates on which amounts are debited from, and credited to, the Debenture Holders’ account. Further, in an event where the Tax Deduction takes place prior to actual Payments being made to the Debenture Holder(s), then the date of Tax Deduction shall be the date of payment of tax for the purposes of XIRR.

## 1.2. 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) 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.
- (d) All references in this Deed to Schedules, Clauses, Sub-Clauses, Paragraphs or Sub-paragraphs shall be construed as references respectively to the Schedules, Clauses, Sub-clauses, Paragraphs and Sub-paragraphs of these presents.
- (e) 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.
- (f) “Person” shall include an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company, Government Authority and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time. The term “Persons” shall be construed accordingly.
- (g) In the event of any inconsistency between the provisions contained in this Deed and any other Transaction Document, the provisions contained in this Deed shall prevail.
- (h) It is clarified that for the purposes of this Deed, the Debenture Trustee (acting in accordance with Relevant Instructions), shall determine what would constitute ‘ordinary course of business’ as the term appears in this Deed.

- (i) Any references to any action which may be taken or any consent which may be given or any discretion which may be exercised by the Debenture Trustee in terms of this Deed or any other Transaction Document shall mean that the Debenture Trustee may take such action and/or give such consent and/or exercise such discretion, in accordance with Relevant Instructions, unless otherwise expressly specified. It is hereby clarified that (i) the Relevant Instructions to the Debenture Trustee, (ii) any notices, documents, information or communication required to be provided under the Transaction Documents from the Debenture Trustee to the Debenture Holders or (iii) the notice(s) under Clause 2.3 (*Removal*) may be delivered by hand, registered mail / speed post (postage prepaid), recognized overnight courier service or facsimile or e-mail to the party to which it is addressed.
- (j) Any reference in this Deed to the “SFB Pledged Shares”, “SFB Pledge Agreement” or “Security” in relation to the above, will be valid only until such time as the SFB Pledge Agreement is in force in accordance with the terms of this Deed and the SFB Pledge Agreement.
- (k) The phrase “knowledge” or “knowledge of the Company” means the actual knowledge of the directors or the employees of the Company and/or such knowledge as directors or the employees of the Company normally ought to have had if they had used reasonable care and/ or made due and careful enquiry.

## 2. APPOINTMENT OF DEBENTURE TRUSTEE

### 2.1. Settlement of Trust

The Company has appointed the Debenture Trustee as trustee for the holders of Debentures 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 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 as shall be required to be taken by the Debenture Trustee by the terms and provisions of this Deed and to exercise its rights and perform its duties and obligations under such documents; and
- (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 Relevant Instructions and only upon receipt of the Relevant Instructions shall the Debenture Trustee exercise such rights and perform such duties and obligations referred to herein. Notwithstanding any 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).

## 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 debenture trustee, provided that they shall have given at least 1 (one) month's prior notice in writing to the Company and the Debenture Holders in that behalf and that they shall continue to act as Debenture Trustee until a successor trustee ("**Successor Trustee**") is appointed by the Company with the consent of the Debenture Holders obtained under Relevant Instructions.
- (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 Relevant Instructions.

## 2.3. Removal

The Debenture Holder(s) may for sufficient cause, after giving not less than 1 (one) month's prior notice in writing to the Company and the Debenture Trustee, remove the Debenture Trustee by passing a Special Resolution 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 of the 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.

## 2.4. Successor Trustee as the Debenture Trustee

Upon the appointment of the Successor Trustee pursuant to the preceding Clauses 2.2 (*Resignation*) or 2.3 (*Removal*), 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.

## 2.6. Cumulative Powers

The powers which this Deed and the other Transaction Documents confer on the Debenture Trustee are cumulative and without prejudice to its respective general powers under Applicable Law, and may be exercised as often as the Debenture Trustee may deem fit and appropriate and the Debenture Trustee may, in connection with the exercise of its powers, join or concur with any Person in any transaction, scheme or arrangement whatsoever.

### **3. AMOUNT OF DEBENTURES, SUBSCRIPTION AND COVENANT TO MAKE PAYMENTS**

- 3.1. The Company proposes to issue up to 7,530 (Seven thousand five hundred and thirty only) Debentures, each having a face value of Rs. 10,00,000/- (Rupees ten lakhs only), for an aggregate nominal value of up to Rs. 753,00,00,000/- (Rupees seven hundred and fifty three crores only) in one or more series.
- 3.2. The dates for the opening and closing of the Issue of each series of the Debentures shall be set out in the relevant Information Memorandum in respect to the relevant series.
- 3.3. Subject to the terms of this Deed, Applicable Law and completion of all the conditions precedent set out in Schedule IV, Part A (*Conditions Precedent*) to the satisfaction of the Debenture Trustee in respect to each series of the Debentures and the delivery of the Disclosure Documents in relation to the relevant series of Debentures, the Debenture Holders shall pay the subscription monies into the designated account of the Company on or prior to the relevant Deemed Date of Allotment subject to the receipt of the CP Satisfaction Certificate. The Company shall deliver to the Debenture Trustee a certificate signed by an Authorized Representative along with all of the documents and other proof evidencing compliance with the Conditions Precedent in respect to each series of the Debentures as set out in Schedule IV, Part A (*Conditions Precedent*) below, in a form substantially similar to the form acceptable to the Debenture Trustee (acting on Relevant Instructions) at least 3 Business Days prior to the relevant Deemed Date of Allotment in respect to each series of the Debenture. The Company, upon due receipt of the subscription monies in respect to each series of Debentures, shall allot and issue the relevant series of the Debentures to the relevant Debenture Holders on the relevant Deemed Date of Allotment in the manner set out in Clause 3.4 below.
- 3.4. On the relevant Deemed Date of Allotment in respect of each series of the Debentures, the Company shall issue, to each Debenture Holder, a letter of allotment in relation to the Debentures subscribed by such Debenture Holder along with a certified true copy of the board resolution of the Company, evidencing the allotment of the each series of the Debentures to the Debenture Holders. The Company shall, without prejudice to any other obligations that the Company has under the Transaction Documents and/or under Applicable Law, ensure that the relevant Debentures issued in respect of each series are credited to the dematerialized accounts of the relevant Debenture Holders, within a period of 2 (two) days from the relevant Deemed Date of Allotment.
- 3.5. The Company covenants with the Debenture Trustee that it shall pay to the Debenture Holder(s) the Payments in respect of the Debentures on the relevant Due Date(s) or earlier (in case of any prepayment or default) and shall also pay all other amounts due in respect of the Debentures as stipulated under the Transaction Documents. The Company shall make or release all Payments due by the Company in terms of the Transaction Documents to the Debenture Holders in proportion to their dues.



- 3.6. The Company shall make all Payments due by the Company in terms of the Transaction 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 (acting in accordance with Relevant Instructions).
- 3.7. The Company shall fulfil and complete the conditions subsequent set out in Schedule IV Part B within the timelines set out therein, for each series of Debentures.

#### **4. FORM OF THE DEBENTURE**

- 4.1. As the Debentures are to be issued in a dematerialized 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 III 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 right to receive the applicable Payments 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 enure 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. Each series of the Debentures shall be listed on the Wholesale Debt Market segment of the BSE within 15 (fifteen) calendar days from the relevant Deemed Date of Allotment. The Company shall at all times comply with all applicable RBI regulations, SEBI regulations and other Applicable Law in relation to the issuance of the Debentures and the listing of the Debentures on the BSE and shall further ensure that 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 BSE for listing of the Debentures on BSE and further agrees and undertakes that it shall furnish all such information and documents as may be required by BSE 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 payable by the Company. The Company further undertakes to procure that the Debentures shall remain continuously listed on the Wholesale Debt Market segment of BSE till the Maturity Date unless otherwise agreed in writing by the Debenture Trustee (acting in accordance with the Relevant Instructions). In the event the Debentures are not listed within 15 (fifteen) calendar days from the relevant Deemed Date of Allotment, the Company shall immediately redeem the relevant series of the Debentures along with the relevant Payments in respect to such series of the Debentures.

- 5.2. In the event any relevant series of the Debentures are not listed within 15 (fifteen) calendar days from the relevant Deemed Date of Allotment and not redeemed in accordance with Clause 5.1 above, a default interest shall accrue on the outstanding principal amount of the Debentures from the 16<sup>th</sup> day from the relevant Deemed Date of Allotment up to the date on which all outstanding Debentures in respect to the relevant series are redeemed, at a rate of 18.5% (eighteen point five per cent.) per annum. The Company shall be liable to pay any such default interest in aggregate with the Redemption Amount on the Maturity Date.

## 6. SECURITY

- 6.1. The Security provided for securing the Debentures and for discharge of the Payments shall consist of a first ranking exclusive pledge created over (a) the SFB Pledged Shares by the Company, and (b) the Parent Company Pledged Shares by JUF, each in favour of the Debenture Trustee (acting for the benefit of the Debenture Holders) under or pursuant to the relevant Pledge Agreement.
- 6.2. The Company shall and shall ensure that JUF shall, execute the relevant Pledge Agreements in favour of the Debenture Trustee (acting for the benefit of the Debenture Holders) prior to the subscription to the Debentures by the Debenture Holders and shall ensure that security over the Pledged Shares is created and perfected by and in accordance with the terms of this Deed (including the Financial Terms and Conditions) and the other Transaction Documents.
- 6.3. In the event that: (a) the Company acquires (by subscription, purchase, conversion, substitution, rights, bonus, stock split preference, option or otherwise) additional equity shares and/or other securities, including any equity shares or compulsorily convertible preference shares of the Target Company at any time after the date of the SFB Pledge Agreement including the equity shares and/or other securities of the Target Company are subscribed to by the Company pursuant to fulfilment of the Purpose under this Deed, or (b) pursuant to a change in Applicable Law or change in the interpretation of Applicable Law or waiver or expiry of any conditions under Applicable Law, the Company is permitted and able to create security over securities of the Target Company in addition to the shares pledged on the date of the SFB Pledge Agreement, the Company shall immediately but not later than 10 (ten) Business Days from the date of such acquisition or change in Applicable Law or interpretation of Applicable Law or waiver or expiry of any conditions under Applicable Law, pledge as security for the Payments with the Debenture Trustee such additional shares of the Target Company ("**Further Shares**"), subject to Applicable Law, *provided that* pursuant to the aforesaid creation of pledge over the Further Shares, only such number of the Parent Company equity shares will continue to be pledged under the Parent Company Pledge Agreement, as are required to restore the Security Cover to 1.4 and the Debenture Trustee shall undertake all actions that may accordingly be necessary to release the security created by JUF over the relevant number of the Parent Company Pledged Shares.
- 6.4. In the event the compulsorily convertible preference shares of the Target Company pledged as aforesaid are converted into equity shares of the Target Company, the Company shall promptly, but no later than 15 (fifteen) Business Days, pledge such equity shares in favour of the Debenture Trustee, *provided that* if pledging all such equity shares on conversion will result in the then unencumbered equity shares of the Target Company held by the Company constituting less than 40% (forty per cent.) (or any other lower percentage threshold that may

- be applicable under RBI Guidelines in respect of the promoter holdings in the Target Company) of the total issued and paid-up share capital of the Target Company at that time, then notwithstanding anything to the contrary contained above, the Company shall only be required to pledge such number of the equity shares as will result in the unencumbered equity shares of the Target Company constituting exactly 40% (forty per cent.) (or any other lower percentage threshold that may be applicable under RBI Guidelines in respect of the promoter holdings in the Target Company) of the total issued and paid-up share capital of the Target Company.
- 6.5. It is clarified that in the event any compulsorily convertible preference shares of the Target Company that have been pledged under the SFB Pledge Agreement are converted into equity shares, the Company shall promptly but not later than 2 (two) Business Days from its conversion to equity shares, pledge such equity shares of the Target Company in favour of the Debenture Trustee.
- 6.6. If the Company fails to create or cause JUF to create and perfect Security (including in respect to the Further Shares) over the Pledged Shares within the timelines set out under this Deed and/or the Security Documents, without prejudice to the other rights and remedies of the Debenture Trustee including, without limitation the right to call an Event of Default under this Deed, a default interest at the rate of 18.5% (eighteen point five per cent.) per annum shall accrue on the outstanding principal amount of the Debentures then outstanding from the expiry of the period within which such Security was required to be created up to the date on which the Company creates the relevant Security. The Company shall be liable to pay any such default interest in aggregate with the Redemption Amount on the Maturity Date.
- 6.7. The Debenture Trustee irrevocably acknowledges and undertakes that any sale of, or any exercise of voting rights in respect of, any of the Pledged Shares, pursuant to an enforcement of the relevant Pledge Agreement shall be done in a manner that complies with the RBI Guidelines and the terms of the banking licence granted to the Target Company. In the event the consent of any Governmental Authority is required to be obtained for the purposes of enforcing the Pledged Shares, the Company shall use its best endeavours to procure the same from the relevant Governmental Authority, including furnishing of necessary information (to the extent the same is available with the Company) and applications to the Governmental Authority as may be required in that regard. Without prejudice to the foregoing, the Debenture Trustee shall ensure that no such sale of, or exercise of voting rights in respect of, any of the Pledged Shares shall result in persons resident in India ceasing to own and control equity shares of the Target Company or the Parent Company, as the case may be, constituting at least 50.1% of the then total issued equity share capital of the Target Company or the Parent Company, as the case may be, if then required under Applicable Law.
- 6.8. The Debenture Trustee acknowledges that it has received a copy of the banking licence dated April 28, 2017 granted to the Target Company by the RBI.
- 6.9. The Security created over the SFB Pledged Shares in terms of the SFB Pledge Agreement shall be released to the extent of the number of the SFB Pledged Shares that are required to be sold under a Listing Event for the purposes of the redemption of the Debentures and payment of all Payments under this Deed and only at such point of time as may be required under Applicable Law, subject to the Company providing undertakings satisfactory to the Debenture Trustee or entering into any other legally permissible mechanism required by the Debenture Trustee (including, but not limited to, freezing the SFB Pledged Shares and/or

placing the SFB Pledged Shares in an escrow arrangement and/or charging the depository participant account of the Company holding the SFB Pledged Shares with the Debenture Trustee) for the purpose of ensuring that the SFB Pledged Shares so released are not disposed off or otherwise made subject to any Encumbrance (save and except for any Encumbrance created pursuant to relevant rules, regulations, guidelines, notices or circulars issued by RBI or SEBI), other than as required for the purpose of the Listing Event and further that the proceeds of the Listing Event shall be utilised by the Company to redeem the Debentures in accordance with Clause 7 (*Listing Event*) of Schedule I (*Financial Terms and Conditions*). The Debenture Trustee shall execute and/or do all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as considered necessary by the Company or required under Applicable Law in relation to release of such Security created over the SFB Pledged Shares to facilitate the Target Company to undertake the Listing Event.

6.10. In the event that the Listing Event does not occur within 6 months, from the date of the release of the SFB Pledge Shares in accordance with Clause 6.9 above, the Company shall immediately (and without the need for further notice or instructions) pledge the SFB Shares so released in favour of the Debenture Trustee and shall carry out all such other actions that may be necessary to perfect such pledge. Further, if permissible by Applicable Law, the Company, pursuant to a Listing Event, shall use its best endeavours to sell the shares of the Target Company other than the SFB Pledged Shares.

6.11. The Company shall:

- (a) at all times from the Deemed Date of Allotment in respect to the first series of the Debentures until the Final Settlement Date, maintain the Security Cover of at least 1.4. Notwithstanding anything contained in this Deed or any other Transaction Document, the obligation of the Company to maintain the Security Cover shall only apply until the release of the Security created over the SFB Pledged Shares in accordance with Clause 6.9 above.
- (b) ensure that (i) the SFB Pledged Shares are valued annually by a Valuer (beginning from the first Calculation Day) and (ii) the Parent Company Pledged Shares are valued annually by a Valuer using the formula set out in the definition of the Parent Company Valuation, and in each case the valuation report, certifying the value of the Pledged Shares shall be provided to the Debenture Trustee within 5 (five) Business Days prior to each Calculation Day. It is hereby clarified that the SFB Pledged Shares shall also be valued upon the conversion of all or any of the compulsorily convertible preference shares of the Target Company (and upon such conversion, for the purposes of computing the Security Cover, the value of the SFB Pledged Shares shall be based on conversion price of the said compulsorily convertible preference shares of the Target Company in terms of the Share Subscription Agreement), and if upon the occurrence of the said event the Security Cover is less than the 1.4, the Company shall and/or cause JUF to pledge additional shares in accordance with and in the manner set out in paragraph (d) below.
- (c) ensure that for the purposes of computing the Security Cover on the Deemed Date of Allotment of the first series of Debentures, the value of the SFB Pledged Shares shall be calculated by assuming a valuation of Rs. 4830,00,00,000 (Rupees four thousand

eight hundred thirty crores) of the Target Company, and the Parent Company Pledged Shares shall be valued using the formula set out in the definition of Parent Company Valuation. For the avoidance of doubt, it is clarified that for the purposes of computing the Security Cover on the Deemed Date of Allotment of each series of Debentures, all the compulsorily convertible preference shares to be subscribed using the proceeds of those debentures shall be deemed to have been allotted and pledged under the SFB Pledge Agreement as on that date even though the said compulsorily convertible preference shares shall be allotted and pledged subsequently in accordance with Clause 6.3 above.

- (d) if the Security Cover is less than 1.4 (“**Top-Up Event**”) on any Calculation Day, within 7 (seven) Business Days from that Calculation Day or such other longer time period as may be agreed to by the Debenture Trustee in writing (acting in accordance with Relevant Instructions) (“**Top-Up Period**”), pledge additional equity shares of the Target Company and/or cause JUF to pledge additional equity shares of the Parent Company, in favour of the Debenture Trustee (“**Top-Up Shares**”), such that the Security Cover is equal to or more than 1.4 times. The Parties agree that pursuant to the aforesaid creation of pledge over the Top-Up Shares only such number of the Target Company / Parent Company equity shares will be pledged under the Pledge Agreements, as are required to restore the Security Cover to 1.4.

- 6.12. If the Company fails to create or cause JUF to create and perfect Security over the Top-Up Shares in accordance with Clause 6.11 (d) above, without prejudice to the right of the Debenture Trustee to call an Event of Default under this Deed, a default interest at the rate of 18.5% (eighteen point five per cent.) per annum shall accrue on the outstanding principal amount of the Debentures from the expiry of the Top-Up Period up to the date on which the Company creates pledge over the Top-Up Shares such that such that the Security Cover is equal to 1.4. The Company shall be liable to pay any such default interest in aggregate with the Redemption Amount on the Maturity Date.

## 7. TRUST OF PROCEEDS OF SALE/ REALISATION OUT OF THE PLEDGED SHARES

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

- (a) any sale, calling in, collection or conversion under the power of sale;
- (b) income;
- (c) compensation money in respect of any acquisition requisition or nationalisation or take-over of the management of the Company; and
- (d) any other realisation whatsoever;

and it shall, 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, calling in, collection, conversion or the exercise of the powers and trusts under these presents, including its and the receiver’s remuneration, if any, as provided under any Transaction Document, and shall utilise the balance monies towards payment of monies due to the Debenture Holder(s) under the Transaction Documents. Any monies remaining after making payments of all amounts due to the Debenture Holder(s) and the Debenture Trustee shall be returned to the Company.

## **8. MISCELLANEOUS PROVISIONS IN RELATION TO THE DEBENTURES**

### **8.1. Receipt of Debenture Holder**

The receipt of each Debenture Holder or of the survivors or survivor of the Debenture Holder(s) of the Payments payable in respect of each of such Debenture shall be a good discharge to the Debenture Trustee and the Company. On such Payments 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.

### **8.2. 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).

### **8.3. Surrender of Debentures on Payment**

For payment to the Debenture Holder(s) of the Redemption Amount, the Company shall make the payment of the Redemption Amount to the Debenture Holder(s) or to any subsequent transferee(s) who are entitled to receive the payment on the Due Dates. Upon receipt of the Redemption Amount, the Debenture Holder(s) or the subsequent transferee(s), as applicable, shall issue appropriate receipts in this regard to the Company and any Debenture Holder (who has re-materialised the Debenture(s) held by it) shall also hand over the certificate representing the Debentures redeemed as aforesaid.

### **8.4. Failure to Surrender the Debentures**

In the event of any Debenture Holder (who has rematerialized the Debentures 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 Due Date for the redemption or payment of the amount owed 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).

### **8.5. 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.

#### 8.6. **Debentures Free From Equities**

Each Debenture Holder will be entitled to its Debentures free from equities or cross claims by the Company against the original or any intermediate holders thereof and all Payments to be made by the Company shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim.

#### 8.7. **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.

#### 8.8. **Register of Debenture Holders**

- (a) The Company shall, as required by Section 88 of the 2013 Act, keep at its registered office 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, and, for so long as the Debentures are in dematerialized form, the register of Debenture Holders maintained by the Depository in accordance with Section 11 of the Depositories Act, 1996, the regulations made under the Depositories Act, 1996 and the regulations made by SEBI from time to time shall be used for this purpose.
- (b) For the above purpose the Company shall request the Registrar and Transfer Agent for 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 Section 94 of the 2013 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 usual business hours. Further, a copy of this Deed shall be forwarded to any Debenture Holder or member of the Company at his request within, 7 (Seven) calendar days of making such request, on payment of the fees prescribed.

#### 8.9. **Discharge of the Liability of the Company in relation to the Debentures**

Payments made in accordance with Clause 3 (*Amount of Debentures, Subscription 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 after maturity, in all events save and except for the Debenture Holder's right of redemption as stated above. Upon dispatching the payment instrument towards the Payments as specified in Clause 3 (*Amount of Debentures, Subscription and Covenant to make Payments*) above in respect of the Debentures, the liability of the Company shall stand extinguished.

#### 8.10. **Debenture Redemption Reserve**

The Company shall, if required to do so by Applicable Law, create and maintain for so long as any Redemption Amounts are outstanding, a debenture redemption reserve in accordance with such Applicable Law and submit to the Debenture Trustee, a certificate by a practicing chartered account certifying that subject to the availability of profits, the Company has transferred a suitable sum to the debenture redemption reserve at the end of each financial year in accordance with such Applicable Law.

## **9. REPRESENTATIONS AND WARRANTIES**

### **9.1. Representations and Warranties of the Company**

The Company makes the representations and warranties set out in this Clause to the Debenture Trustee for the benefit of the Debenture Holders as of the date hereof and these representations and warranties shall be deemed to be repeated by the Company on every Monthly Date till the Final Settlement Date by reference to the facts and circumstances then existing.

#### **(a) STATUS:**

- (i) The Company and the Target Company are companies, duly incorporated, registered and validly existing under the Applicable Law of India.
- (ii) The Company and the Target Company have the power to own its assets and carry on its business in substantially the same manner as it is being conducted.

#### **(b) BINDING OBLIGATIONS:**

The obligations expressed to be assumed by the Company under the Transaction Documents are legal, valid, binding and enforceable obligations.

#### **(c) NON-CONFLICT WITH OTHER OBLIGATIONS:**

The entry into, and performance by the Company of and the transactions contemplated by the Transaction Documents do not and will not conflict with:

- (i) any Applicable Laws; or
- (ii) its constitutional documents; or
- (iii) any agreement or instrument binding upon it or any of its assets.

#### **(d) POWER AND AUTHORITY:**

The Company has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.



(e) **VALIDITY AND ADMISSIBILITY IN EVIDENCE:**

All approvals, authorizations, consents, permits (third party, statutory or otherwise) required:

- (i) to enable the Company to lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
- (ii) to create and perfect the Security to be created pursuant to the Transactions;
- (iii) to make the Transaction Documents to which the Company is a party admissible in evidence in its jurisdiction of incorporation; and
- (iv) for the Company and, to the best of its knowledge, for the Target Company to carry on their respective business, and which are material,

have been obtained or effected and are in full force and effect.

(f) **NO PROCEEDINGS PENDING:**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect, has or have (to the best of its knowledge and belief) been started against the Company or the Target Company.

(g) **NO MISLEADING INFORMATION:**

All information provided by the Company to the Debenture Holders for the purposes of this Issue is true and accurate in all material respects. No information has been given or withheld which results in the information contained herein or in any other Transaction Document, being untrue or misleading in any material respect.

(h) **COMPLIANCE WITH LAW**

The Company and, to the best of its knowledge and belief, the Target Company is in compliance in all material respects with all Applicable Law.

(i) **ASSETS:**

The Company has, free from any Encumbrance (save and except for any Encumbrance created pursuant to relevant rules, regulations, guidelines, notices or circulars issued by RBI or SEBI), the absolute legal, marketable 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.

(j) **FINANCIAL STATEMENTS:**

- (i) The Company's and the Target Company's financial statements most recently supplied to the Debenture Trustee were prepared in accordance with Indian GAAP consistently applied save to the extent expressly disclosed in such financial statements.
- (ii) The Company's and, to the best of its knowledge and belief, the Target Company's financial statements most recently supplied to the Debenture Trustee as of March 31, 2017 give a true and fair view and represent its financial condition and operations during the relevant Financial Year save to the extent expressly disclosed in such financial statements.

(k) **SOLVENCY:**

- (i) The Company and, to the best of its knowledge and belief, JUF and the Target Company are able to, and have not admitted their inability to, pay their respective debts as they mature and have not suspended making payment on any of their respective debts and will not be deemed by a court to be unable to pay their respective debts within the meaning of Applicable Laws, nor in any such case, will it become so in consequence of entering into this Deed.
- (ii) The Company and, to the best of its knowledge and belief, JUF and the Target Company have not taken any action nor have any steps been taken or legal proceedings been started or threatened against them for their winding-up, dissolution, liquidation, bankruptcy or re-organisation, for the enforcement of any security over their respective assets or for the appointment of a liquidator, supervisor, receiver, administrator, compulsory manager, trustee or other similar officer in respect of them or any of their respective assets.
- (iii) As on the date hereof, the Company and, to the best of its knowledge and belief, JUF and the Target Company have not taken any corporate action, any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

(l) **TAXATION MATTERS**

There are no proceedings relating to Taxes pending against the Company and / or JUF under the Income-tax Act, 1961 ('ITA') and (a) all undisputed claims of Tax under the ITA have been duly discharged; and (b) there are no Tax claims under the ITA. All Tax payments (including withholding taxes) under the ITA have been discharged by the Company and / or JUF (as the case may be).

(m) **NO DEFAULT**

- (i) No Event of Default has occurred or is continuing or might reasonably be expected to result from the issue of the Debentures.

- (ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

(n) **NO IMMUNITY**

Neither the Company, nor any of its assets are entitled to any 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.

(o) **SECURITY**

- (i) Save and except the Security created under the Pledge Agreements to secure the Debentures, the Pledged Shares are the sole and absolute property of the Company and JUF, as the case may be, and are free from any other Encumbrance (save and except for any Encumbrance created pursuant to relevant rules, regulations, guidelines, notices or circulars issued by RBI or SEBI) and are not subject to any attachment, or other order or process issued by any Governmental Authority and that the Company and JUF, as the case may be, have a clear and marketable title to the Pledged Shares.
- (ii) All stamp duties in respect of the Pledged Shares, at the time of its acquisition or otherwise have been duly paid.
- (iii) The Security when created shall form a legal, valid, enforceable and binding security expressed to be created on the Security and all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other necessary and appropriate actions have been taken and/or shall be taken so that security interest is created and perfected on all right, title, estate and interest of the Company in the Security and all consents required under Applicable Law or pursuant to an agreement with any Person for the creation, effectiveness, priority and enforcement of such security have been obtained.
- (iv) The Company does not require any approval or consent from any Governmental Authority under Section 281 of the Income Tax Act, 1961.

(p) **WILFUL DEFAULTER**

Neither the Company nor any of its directors have been declared to be a wilful defaulter. In the event of any of the directors of the Company is identified as a willful defaulter, the Company shall take expeditious and effective steps for removal of such director from the Board of Directors of the Company.

(q) **INDEBTEDNESS**

The Company has not availed any Financial Indebtedness other than as disclosed under this Deed.

(r) **NO FILINGS OR STAMP TAXES**

There are no stamp duties, registration, filings, recordings or notarizations before or with any court or public office required to be carried out in India in relation to the execution and delivery of the Transaction Documents by the Company other than the (a) stamping of the Transaction Documents (on or before its execution in Bangalore, Karnataka) in accordance the applicable provisions of the Karnataka Stamp Act, 1957, (b) stamping of the Debenture certificate in accordance with the relevant sections, schedules and articles of the Indian Stamp Act, 1899 and (c) filing of the Pledge Agreement and the Disclosure Documents with (i) the relevant registrar of companies situated in the state where the registered office of the Company is situated and (ii) the BSE.

(s) **ANTI-CORRUPTION LAWS**

- (i) Neither the Company nor any director, officer, principal, owner affiliate, employee, agent or distributor of the Company, nor any person associated with or acting on behalf of the Company (collectively, the “**Covered Persons**”) has taken any act in furtherance of a payment, offer, promise to pay, or authorisation or ratification of a payment of any gift, money or anything of value to (A) a Government Official, or (B) any person or entity while knowing, or having reasonable grounds to believe that all or a portion of that payment will be passed on to a Government Official, to obtain or retain business or to secure an improper advantage, each in violation of any Anti-Corruption Law.
- (ii) No Covered Person has offered, paid, given, promised to pay, or authorized, the payment of anything of value directly or indirectly to or for the benefit of any agent, intermediary, or employee of another company to improperly influence the recipient’s action or otherwise to obtain or retain business or to secure any improper business advantage, each in violation of the Anti-Corruption Laws.
- (iii) No Covered Person has been convicted by a Government Authority of violating the Anti-Corruption Laws.
- (iv) No Covered Person has been party to the use of the assets of the Company for the establishment of any unlawful or off-book fund or monies or other assets or making of any unlawful or unauthorised payment, each in violation of the Anti-Corruption Laws.
- (v) No Government Official or Government Authority owns an interest, whether direct or indirect, legal or beneficial, in the Company or its affiliates or has received any legal or beneficial interest not mandated by Applicable Law in payments made to the Company pursuant to this Deed.
- (vi) The Company has not maintained any off-the-books accounts or more than one set of books, records or accounts.

(t) **ANTI-MONEY LAUNDERING LAWS**

- (i) The operations of the Company are in compliance with Anti-Money Laundering Laws.
- (ii) No Covered Person: (A) is under investigation by any Government Authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, violation of Anti-Corruption Laws or any Anti-Money Laundering Laws; or (B) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws.

(u) **OFAC**

The Covered Persons are currently in compliance with, and at all times within the past five (5) years have been in compliance with, and have not engaged in any conduct sanctionable under, any Sanctions Laws and Regulations to the extent applicable to the Company, and there are not now, nor have there been within the past five (5) years, any formal or informal proceedings, allegations, investigations, or inquiries pending, anticipated or, to the knowledge of the Company, threatened against any Covered Person concerning violations or potential violations of, or conduct sanctionable under, any Sanctions Laws and Regulations to the extent applicable to the Company. No Covered Person is currently the subject of any Sanctions Laws and Regulations, or organized or resident in a country or territory that is the subject of any Sanctions Laws and Regulations.

- (v) The Company agrees and undertakes that in connection with this Deed, the Company shall implement appropriate policies and procedures, to procure or ensure that the Company and the Covered Persons, conduct their businesses in conformity with Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions Laws and Regulations.
- (w) None of the Company or its employees and to the knowledge of the Company, none of the other Covered Persons have been investigated or are being investigated or are subject to any pending or threatened formal or informal proceedings, allegations, investigations, or inquiries in relation to any Anti-Corruption Laws, Sanctions Laws and Regulations, or Anti-Money Laundering Laws by any law enforcement, regulatory or other governmental agency or any customer or supplier, or has admitted to, or been found by a court in any jurisdiction to have engaged in any violation of any Anti-Corruption Laws, Sanctions Laws and Regulations, or Anti-Money Laundering Laws, or been debarred from bidding for any contract or business, and so far as the Company is aware there are no circumstances which are likely to give rise to any such investigation, admission, finding or disbarment.
- (x) For the purpose of any representation made by the Company in respect to a Covered Person, such representations shall be qualified to the extent of the knowledge of the Company.

9.2. **Representations and Warranties of the Debenture Trustee**

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

- (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 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) All information set forth in this Deed, 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.

## **10. COMPANY'S COVENANTS**

### **10.1. Affirmative Covenants**

In addition to the covenants and undertakings contained elsewhere in this Deed, the Company hereby covenants with the Debenture Trustee as follows:

#### **(a) UTILISATION OF PROCEEDS OF DEBENTURES**

The Company shall utilise the moneys received towards subscription to each series of the Debentures for (a) the general corporate purposes of the Company, including making any payments to SEBI for auction bid charges for allocation of the debt limits up to an amount of Rs. 20,00,00,000/- (Rupees twenty crores); and (b) financing the subscription of compulsorily convertible preference shares of the Target Company, that

is classified as Common Equity Tier 1 under applicable RBI prudential guidelines, using the balance amounts.

(b) **GENERAL**

The Company shall:

- (i) carry on and conduct its operations with due diligence and efficiency and in accordance with sound managerial and financial standards and business practices;
- (ii) ensure that its net-worth remains positive;
- (iii) keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the business of the Company including in relation to the Issue and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its registered office or, where permitted by Applicable Law, at other place or places where the books of account and documents of a similar nature may be kept. The Company shall ensure that its accounting policies are applied on a consistent basis; and
- (iv) discharge all its responsibilities and perform all its obligations as undertaken in any of the Transaction Documents in accordance with the terms thereof.

(c) **LISTING**

The Company shall take all steps necessary to get each series of the Debentures listed within 15 (fifteen) days from the relevant Deemed Date of Allotment of that series.

(d) **NOTICE OF WINDING UP OR OTHER LEGAL PROCESS**

The Company shall 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 or initiated against the Company or the Target Company and/or affecting the Pledged Shares and the title to the property of the Company or Target Company or if a receiver is appointed in respect of any of its or the Target Company's properties or businesses or undertakings promptly, and no later than 3 (three) Business Day from the occurrence of such event.

(e) **PRESERVE CORPORATE STATUS**

The Company shall and shall ensure that the Target Company shall diligently preserve their respective corporate existence and status and their respective license to conduct business and any other rights, licenses and franchises necessary for the Company's 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 their respective affairs and business in compliance with Applicable Law. The

Company shall and ensure that the Target Company does not do or voluntarily suffer or permit to be done any act or thing whereby the right to transact the operations/licenses or registrations of the Target Company might or could be terminated or adversely effected or whereby the Payments or Security created for the Payments might or would be hindered or delayed.

(f) **COSTS AND EXPENSES**

Subject to Clause 26 (*Costs and Expenses*) of this Deed, the Company shall be liable for all costs, charges and expenses in any way incurred by the Debenture Trustee or the Debenture Holders for protecting the interests of the Debenture Holders, including traveling and other allowances and such Taxes, duties, costs, charges, auction bid charges for allocation of the debt limits and expenses in connection with or relating to the Debentures, subject to such expenses, costs or charges being approved in writing by the Company before they are incurred without being liable for the Debenture Trustee's or its officers, employees, agents, negligence, wilful default, or breach of trust. Save for the costs incurred in relation to the documentation (including stamp duty) charges and costs payable to the Debenture Trustee, legal and tax consultants and the auction bid charges for allocation of the debt limits payable by the Company prior to the relevant Deemed Date of Allotment, all other costs, charges and expenses in any way incurred by the Debenture Trustee or the Debenture Holders shall be payable by the Company on the Maturity Date.

(g) **PAY STAMP DUTY**

The Company shall pay all such stamp duty (including any additional or differential stamp duty), other duties, Taxes, charges and penalties, if and when the Company may be required to pay according to the laws for the time being in force, and in the event of the Company failing to pay such stamp duty, other duties, taxes and penalties as aforesaid ("**Stamp Costs**"), the Debenture Trustee will be at liberty (but shall not be bound) to pay the Stamp Costs and the Company shall reimburse the same to the Debenture Trustee within 5 (five) Business Days of demand by the Debenture Trustee. In the event the Company fails to reimburse the Debenture Trustee as aforesaid, a default interest shall accrue on relevant Stamp Costs from the 6<sup>th</sup> day of the date of demand by the Debenture Trustee up to the date on which the Company reimburses the relevant Stamp Costs to the Debenture Trustee, at a rate of 18.5% (eighteen point five per cent.) per annum. The Company shall be liable to pay any such default interest in aggregate with the Redemption Amount on the Maturity Date.

(h) **COMPLY WITH PROVISIONS OF SECTION 205C OF THE ACT**

The Company shall comply with the provisions of Section 125 of the Act relating to transfer of unclaimed and redemption of Debentures to the Investor Education and Protection Fund ("**IEPF**"), if applicable to it.

(i) **FURNISH INFORMATION TO TRUSTEE**

- (i) The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:



- A. Details of the principal payments to be made, but unpaid and reasons therefor;
  - B. Updated list of the names and addresses of the Debenture Holder(s);
  - 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);
  - D. A statement that those assets of the Company which are available by the way of Security are sufficient to discharge the claims of the Debenture Holder(s) as and when they become due; and
  - E. 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.
- (ii) The Company shall submit to the Debenture Trustee at the end of each financial year from the Deemed Date of Allotment in respect of the first series of Debentures issued pursuant to this Deed, a certificate from its statutory auditor, certifying that the proceeds of the Issue have been utilized for the Purposes set out under this Deed.
  - (iii) The Company shall provide an undertaking to BSE on an annual basis that all documents and intimations required to be submitted to the Debenture Trustee in terms of this Deed and the SEBI (Issue and Listing of Debt Securities) Regulations, 2008 have been complied with;
  - (iv) The Company shall inform and provide the Debenture Trustee with applicable documents in respect of any and all information required to be provided to the Debenture Holders under the Applicable Law.

(j) **CREDIT RATING**

The Company shall ensure that the Debenture are rated by a Rating Agency during the tenor of the Debentures.

(k) **FURTHER ASSURANCES AND OTHER COVENANTS**

- (i) The Company shall:
  - (A) execute and/or do, at their own expense, all such deeds, assurances, documents, instruments, acts, matters and things, in such form and otherwise as the Debenture Trustee may reasonably or by law require or consider necessary in relation to enforcing or exercising any of the rights and authorities of the Debenture Trustee;

- (B) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations necessary to enable it lawfully to enter into and perform its obligations under this Deed or to ensure the legality, validity, enforceability or admissibility in evidence in India of this Deed; and
  - (C) comply with all Applicable Laws in respect of the Debentures and obtain such regulatory approvals as may be required from time to time, including but not limited, in relation to the following (i) the SEBI (Issue and Listing of Debt Securities) Regulations, 2008, as may be in force from time to time during the currency of the Debentures; and (ii) the provisions of the listing agreement entered into by the Company with the stock exchange in relation to the Debentures.
- (ii) The Company and the Debenture Trustee (acting under Relevant Instructions) may appoint a suitable agency/ entity, as mutually agreed between a Parties, as calculation agent for the purposes of determining any calculations envisaged under this Deed, and all such calculations made by the calculation agent and shared with the Company shall be, in the absence of manifest error, conclusive evidence of the matters to which it relates. The costs and expenses in relation to the appointment of the calculation agent shall be borne by the Company.

(l) **ACCESS**

The Company shall, and shall ensure that the Target Company shall, permit the Debenture Trustee to visit and inspect any of the premises where its business is conducted and to examine the relevant books of accounts and records of the Company or the Target Company (as the case may be) upon reasonable prior notice and at such reasonable times and intervals as the Debenture Trustee may reasonably request.

(m) **VALIDITY OF TRANSACTION DOCUMENTS**

The Company shall 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.

(n) **MAKE THE RELEVANT FILINGS WITH THE REGISTRAR OF COMPANIES/SEBI**

Pursuant to the Act, the relevant rules issued thereunder and under Applicable Law, the Company undertakes to make the necessary filings of the documents mandated therein with the registrar of companies and/or SEBI or any other Government Authority, as may be applicable, within the timelines thereunder.

(o) **COMPLIANCE WITH LAWS**

(i) The Company shall comply with, in all material respects, with:

A. all Applicable Laws including the provisions of the Act and the notified

rules issued thereunder, in relation to the issue of the Debentures; and

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

(ii) The Company shall, to the extent of its rights as a shareholder of the Target Company, use best efforts to ensure that the Target Company complies with Applicable Laws in all material respects, including without limitation the applicable RBI regulations governing small finance banks and any other conditions attached to the banking license issued by the RBI in relation to the Target Company.

(p) **ANTI-CORRUPTION LAWS**

(i) No Covered Person shall take any action in furtherance of a payment, offer, promise to pay, or authorisation or ratification of a payment of any gift, money or anything of value to (A) a Government Official, or (B) any person or entity while knowing, or having reasonable grounds to believe that all or a portion of that payment will be passed on to a Government Official, to obtain or retain business or to secure an improper advantage, each in violation of any Anti-Corruption Law.

(ii) No Covered Person shall offer, pay, give, promise to pay or authorize, the payment of anything of value directly or indirectly to or for the benefit of any agent, intermediary, or employee of another company to improperly influence the recipient's action or otherwise to obtain or retain business or to secure any improper business advantage, each in violation of the Anti-Corruption Laws.

(iii) No Covered Person shall be party to the use of the assets of the Company for the establishment of any unlawful or off-book fund or monies or other assets or making of any unlawful or unauthorised payment, each in violation of the Anti-Corruption Laws.

(iv) Other than as mandated by Applicable Law, the Company shall ensure that the Company and Covered Persons shall not offer or provide a Government Official or Government Authority with an interest, whether direct or indirect, legal or beneficial, in the Company or in any of its subsidiaries or any legal or beneficial interest in payments made to the Company pursuant to this Deed.

(v) The Company shall not maintain any off-the-books accounts or more than one set of books, records or accounts.

(q) **ANTI-MONEY LAUNDERING LAWS**

- (i) The operations of the Company shall be in compliance with Anti-Money Laundering Laws.
- (ii) The Company shall ensure that no Covered Person is a Person with whom transactions are prohibited under any Anti-Money Laundering Law. The Company shall not to use, and shall procure that no Covered Person shall use, directly or indirectly, the proceeds received under this Deed for the purpose of, or with the effect of, funding or facilitating any activities or business of or with any Person that would result in a violation of any provision of any of the Anti-Money Laundering Laws or Sanctions Laws and Regulations by the Company. The Company will maintain all necessary and appropriate safeguards to ensure their compliance with this covenant.

(r) **OFAC**

- (i) The Company shall not, and shall procure that no Covered Person shall, (A) take any action that would cause the Company or, as of the date of the hereof, the Debenture Trustee, or any of their respective directors, officers, or employees, to be in violation of any Sanctions Laws and Regulations; (B) enter into or facilitate any new contract, investment, or transaction with a Sanctions Target that would cause the Company to be in violation of, or be sanctionable under, any applicable Sanctions Laws and Regulations; or (C) make any new equity investments or pursue any new business activities that would cause the Company to be in violation of, or be sanctionable under, any Sanctions Laws and Regulations. The Company shall inform the Debenture Trustee before entering into or facilitating any new contract, investment, or transaction involving any Sanctions Target.
- (ii) The Company shall not directly or indirectly use the proceeds (i.e. the subscription amounts) from the Debentures, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person for the purpose of funding or facilitating any activities or business of or with any Sanctions Target. The use of proceeds from the Debentures will be in compliance with and will not result in the breach of the Sanctions Laws and Regulations.
- (iii) The Company shall not engage, directly or indirectly, in any activities that would result in a violation of the Sanctions Laws and Regulations by the Company or any person participating in the transactions contemplated under this Deed.
- (iv) The Company agrees and undertakes that in connection with this Deed, the Company shall implement appropriate policies and procedures, to procure or ensure that the Company and the Covered Persons, conduct their businesses in conformity with Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions Laws and Regulations.

(s) **SECURITY**

The Company hereby further agrees, declares and covenants with the Debenture Trustee that the Debentures shall be secured by way of a first and exclusive charge on the Pledged Shares and shall at all times until the Final Settlement Date maintain a Security Cover of at least 1.4 times. The Company shall not create or attempt to create any Encumbrance (save and except for any Encumbrance created pursuant to relevant rules, regulations, guidelines, notices or circulars issued by RBI or SEBI) on the Pledged Shares.

(t) **FINANCIAL TERMS AND CONDITIONS**

The Company shall, at all times until the Final Settlement Date, comply with each of the Financial Terms and Conditions.

10.2. **REPORTING COVENANTS**

The Company shall provide or cause to be provided to the Debenture Trustee, in form and substance satisfactory to the Debenture Trustee (and to the Debenture Holders if so requested), each of the following items subject at all times to Applicable Law:

- (a) Within 90 (ninety) calendar days from the close of its accounting year, its duly audited annual accounts.
- (b) Within 45 (forty five) calendar days from the close of each of its financial half-year, its audited half yearly financial statements, as well as information on its operations, portfolio growth and asset quality as per the standard disclosure norms applicable.
- (c) As soon as practicable, and in any event within 3 (three) Business Days, after the Company obtains actual knowledge thereof, notice of the occurrence of any event or circumstance that has a Material Adverse Effect.
- (d) As soon as practicable, and in any event within 3 (three) Business Days after the Company knew or received, notice of any dispute, litigation, arbitration, investigation or other proceeding (including without limitation any orders, directions, notices of any judicial or any other tribunal) affecting the Company or the Target Company or their property or operations, which, if adversely determined, could result in a Material Adverse Effect.
- (e) As soon as practicable, and in any event within 3 (three) Business Days, after the Company obtains actual knowledge thereof, notice of the occurrence 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.
- (f) The Company agrees that it shall forward to the Debenture Trustee promptly, whether a request for the same has been made or not:

- (i) a copy of the statutory auditors' and directors' annual report, balance sheet and profit & loss account and of all periodical and special reports in respect to the Company and the Target Company at the same time as they are issued;
  - (ii) a copy of all the notices, call letters, circulars, proceedings, etc. of the meetings of the shareholders of the Company and the Target Company at the same time as they are sent to the holders of shares or advertised in the media.
- (g) The Company shall, while submitting half yearly/ annual financial results to the stock exchange disclose 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:
- (i) Credit rating of the Issue;
  - (ii) Debt-equity ratio of the Company;
  - (iii) Previous due date for the payment of principal and whether the same has been paid or not;
  - (iv) Next due date of payment along with the amount of Redemption Amount payable;
  - (v) Debenture redemption reserve;
  - (vi) Net-worth;
  - (vii) Net profit after tax; and
  - (viii) Earnings per share.

(h) **Notify the Debenture Trustee**

The Company shall provide or cause to be provided information in respect of the following promptly and no later than 3 (three) Business Days from the occurrence of such event (unless otherwise specifically provided):

- (i) 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.
- (ii) Notify the Debenture Trustee in writing, of any of any proposed change in the nature or scope or the business or operations of the Company or the entering into any agreement or arrangement by any person other than in the normal course of business that may materially affect the assets and liabilities of the Company.
- (iii) 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 or for discharge of the Debenture Trustee's duties and obligations under the Transaction Documents.

- (iv) Notify the Debenture Trustee of any revision or downgrade in the rating provided by the Rating Agency in the Issue or any downgrade in the rating of the Company.
- (v) Notify the Debenture Trustee of any change in the authorized signatories of the Company in relation to this Issue.
- (vi) Notify the Debenture Trustee of any change in the composition of the board of directors of the Company.
- (vii) Inform the Debenture Trustee about all orders, directions, and notices of court/tribunal affecting or likely to affect the Pledged Shares.
- (viii) Promptly inform the Debenture Trustee on the receipt of a demand notice or invoice demanding payment served by an creditor on the Company and provide the Debenture Trustee with a copy of each such notice or invoice, as the case may be.
- (ix) Furnish all such information as may be reasonably required by the Debenture Trustee for the effective discharge of its duties and obligations, as may be required under this Deed or under Applicable Law.

### 10.3. **NEGATIVE COVENANTS**

The Company hereby covenants with the Debenture Trustee that the Company shall not, until the Final Settlement Date, (except as may otherwise be previously agreed to in writing by the Debenture Trustee (acting in accordance with the Relevant Instructions), take any of the following actions:

(a) **CHANGE OF BUSINESS**

Change the general nature and conduct of its business from that which is being currently carried out or will be carried out.

(b) **MERGER, RESTRUCTURING ETC**

Engage in or undertake any corporate restructuring, re-organisation and/ or re-capitalisation of any sort including but not limited to merger, spin-offs, demerger, consolidation, reorganisation, amalgamation, reconstruction, buy-back, capital reduction and liquidation.

(c) **CONSTITUTIONAL DOCUMENTS**

Make any amendments to the articles and memorandum of association in a manner which would prejudicially affect the interests of the Debenture Holder(s), without the prior written consent of the Debenture Trustee.

(d) **DIVIDEND**

Declare or pay any dividend to its shareholders during any Financial Year unless it has paid the amounts then due and payable on the Debentures in accordance with this Deed.

(e) **WINDING UP, ETC.**

Wind-up, liquidate or dissolve its affairs.

(f) **SECURITY**

Save and except the Security created under the Pledge Agreements to secure the Debentures and any other charges disclosed to the Debenture Trustee, create or permit to exist any Encumbrance (save and except for any Encumbrance created pursuant to relevant rules, regulations, guidelines, notices or circulars issued by RBI or SEBI) on the Pledged Shares without the prior approval of the Debenture Trustee.

(g) **INDEBTEDNESS**

Incur any indebtedness after the date of this Deed which individually or in aggregate exceeds Rs. 10,00,00,000/- (Rupees ten crores only) until the Final Settlement Date, excluding the issuance of any Debentures under this Deed.

(h) **ACCOUNTS**

(i) Change the accounting policies currently followed unless required under Applicable Law.

(ii) Change its statutory auditors other than in accordance with Applicable Law.

(i) **APPOINT WILFUL DEFAULTER**

Appoint a Person as a director on its board who appears in the list of wilful defaulters issued by the RBI, and in the event that the name of any of its directors appears on such list, the Company shall forthwith remove such director from its board of directors.

(j) **VARY RIGHTS OF HOLDERS OF THE CCPS**

The Company shall ensure that Target Company does not amend or vary the terms of any compulsorily convertible share issued by the Target Company, other than in accordance with the terms of the compulsorily convertible shares or with the consent of the holders of the compulsorily convertible shares.

(k) **ASSETS**

The Company shall not dispose off any of its assets, other than:

(i) disposal of the Pledged Shares for the purpose of the Listing Event in accordance with the terms of this Deed



- (ii) deployment of Consideration in Liquid Investments in accordance with Clause 7 (*Listing Event*) of Schedule I (*Financial Terms and Conditions*);
- (iii) deployment of its assets in Liquid Investments and disposal of any Liquid Investments for the purposes of liquidity management by the Company;
- (iv) disposal of assets other than the shares or securities of the Target Company, the value of which does not exceed Rs. 1,00,00,000 (Rupees one crores only) in a Financial Year.

#### 10.4. FINANCIAL COVENANTS

The Company shall ensure that on a semi-annual basis, i.e. March 31 and September 30 of each calendar year, on the basis of the audited financials of March 31<sup>st</sup> of each year and audited financial statements of September 30<sup>th</sup> of each year, the Capital Adequacy Ratio (as defined by the RBI) shall be maintained as per the prevalent guidelines issued by RBI in respect of itself and the Target Company. The Company shall comply and ensure that the Target Company complies with the applicable prudential norms and regulations under Applicable Law.

#### 11. BREACH OF COVENANT(S) BY THE COMPANY MAY BE WAIVED

The Debenture Trustee may, at any time, waive on such terms and conditions as to them shall seem expedient, any breach by the Company of any of the covenants and provisions in these presents contained without prejudice to the rights of the Debenture Trustee in respect of any subsequent breach thereof. Provided however, that the Relevant Instructions shall have been obtained by the Debenture Trustee for any such waiver.

#### 12. EVENTS OF DEFAULT

- 12.1. If one or more of the events specified herein happen(s), the Debenture Trustee may, in their discretion, and shall, upon receipt of Relevant Instructions, by a notice in writing to the Company declare such an event to be an Event of Default (hereinafter each an “**Event of Default**” and collectively, “**Events of Default**”) and take all such action, expressly or impliedly permitted under the Transaction Documents or under law.

##### (a) NON PAYMENT

The Company does not pay on any Due Date any amount payable pursuant to this Deed at the place at which and in the currency in which it is expressed to be payable unless the payment is made within 3 (three) Business Days of its Due Date .

##### (b) BREACH OF TERMS OF THIS DEED

Except for the event contained in Clause 12.1(a) (*Non Payment*) above, the Company defaults in the performance of any of its obligations and covenants provided in terms of this Deed and such default has continued for a period of 30 (thirty) calendar days of the earlier of (i) the Debenture Trustee giving notice to the Company and (ii) the Company becoming aware of the failure to comply from the date of such default.

(c) **INABILITY TO PAY DEBTS**

The Company or the Target Company (i) is unable to or admits inability to pay its debts as they fall due; or (ii) suspends making payments on any of its debts, by reason of actual or anticipated financial difficulties.

(d) **MISREPRESENTATION**

Any representation or warranty made by the Company in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee/Debenture Holders by the Company shall prove to have been incorrect, false or misleading in any material respect when made or deemed made and such misrepresentation adversely affects the interest of the Debenture Holders in the opinion of the Debenture Trustee (acting in accordance with the Relevant Instructions), unless, save and except for a misrepresentation under the representations and warranties set out under Clauses 9.1(a), (b), (c), (d), (e) and (n), the underlying event or circumstance which gives rise to such misrepresentation is capable of remedy and is remedied within 30 (thirty) days of the earlier of (i) the Debenture Trustee giving notice to the Company and (ii) the Company becoming aware of the said underlying event or circumstance.

(e) **LIQUIDATION OR DISSOLUTION OF THE COMPANY / APPOINTMENT OF RECEIVER OR LIQUIDATOR**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or the Target Company or JUF;
- (ii) a composition, compromise, assignment or arrangement with any creditor of the Company or the Target Company or JUF or the Parent Company;
- (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or the Target Company or JUF or the Parent Company;
- (iv) enforcement of any security over any assets of the Company, the Parent Company, JUF or the Target Company or any analogous procedure or step is taken in any jurisdiction; or
- (v) 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 (i), (ii), (iii) and (iv) above.

(f) **CREDITORS' PROCESS**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Company having an aggregate value of 5% (five per cent.) of the total assets of the Company and is not discharged within 90 (ninety) days or, if later, as given in the order.

(g) **JUDGMENT DEFAULTS**

One or more judgments or decrees shall be entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 5% (five per cent.) of the total assets of the Company and such judgments or decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed pending appeal for any period of 30 (thirty) calendar days.

(h) **TRANSACTION DOCUMENTS**

This Deed or any other Transaction Document, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Company and/or JUF, as the case may be.

(i) **UNLAWFULNESS**

It is or becomes unlawful or illegal for the Company or JUF to perform any of its obligations under the Transaction Documents to which it is a party and/or any obligation or obligations of the Company under any Transaction Document are not or cease to be valid, binding or enforceable.

(j) **REPUDIATION**

The Company or JUF repudiates any of the Transaction Documents to which it is a party, or evidences in writing an intention to repudiate any of the Transaction Documents.

(k) **CESSATION OF BUSINESS**

The Company or the Target Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.

(l) **EXPROPRIATION, NATIONALIZATION ETC.**

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 the Target Company or of their share capital, or takes any action for the dissolution of the Company or Target Company or any action that would prevent the Company or the Target Company or their officers from carrying on all or a substantial part of its business or operations.

(m) **SECURITY**

- (i) The Pledge Agreement failing to provide the Security intended to be created thereby, or such Security failing to have the priority contemplated under the Pledge Agreement, or the Security becoming unlawful, invalid or unenforceable.
- (ii) The Security, in the opinion of the Debenture Trustee, being in jeopardy, unless the relevant circumstances jeopardizing such Security are remedied within 30 (thirty) days of the Debenture Trustee's notice to the Company.
- (iii) Other than as permitted under this Deed, the Company creates or attempts to create any Encumbrance (save and except for any Encumbrance created pursuant to relevant rules, regulations, guidelines, notices or circulars issued by RBI or SEBI), over the Pledged Shares, without the prior written consent of the Debenture Trustee.

(n) **MATERIAL ADVERSE EFFECT**

There occurs in the opinion of the Debenture Trustee any event which would have or likely to have a Material Adverse Effect.

(o) **SECURITY COVER**

There occurs a Top-Up Event and the Company fails to pledge Top-Up Shares in favour of the Debenture Trustee within the Top-Up Period.

(p) **PURPOSE NOT MET**

The subscription proceeds of each series of the Debentures have not been utilised for the Purpose and the compulsorily convertible preference shares that are required to be issued to the Company have not been issued, within 2 (two) Business Days from the relevant Deemed Date of Allotment.

(q) **CROSS DEFAULT**

The Company or the Target Company or JUF fails (i) to pay any of their respective Financial Indebtedness in excess of Rs. 50,00,00,000/- (Rupees fifty crores only) and any such failure continues for more than any originally applicable period of grace or (ii) to perform any of their respective obligations under any agreement pursuant to which there is outstanding any Financial Indebtedness in excess of Rs. 50,00,00,000/- (Rupees fifty crores only), and any such failure results in an event of default being declared by the relevant creditors in accordance with that agreement.

(r) **REVOCAION OF THE BANKING LICENSE OF THE TARGET COMPANY**

The banking license of the Target Company is revoked by the RBI or the Target Company receives a notice in writing from the RBI threatening to revoke the banking license.

(s) **INDEBTEDNESS**

The Company has incurred Financial Indebtedness other than as permitted under Clause 10.3(g) (*Indebtedness*) above.

(t) **LISTING**

Any series of the Debentures are not listed on the WDM segment of BSE, within 15 (fifteen) calendar days from the relevant Deemed Date of Allotment.

**13. CONSEQUENCES OF AN EVENT OF DEFAULT**

Unless an Event of Default at the request of the Company is expressly waived by the Debenture Trustee (acting in accordance with the Relevant Instructions), the Debenture Trustee shall upon the expiry of the applicable cure period, if any, if so directed by the Relevant Instructions:

- (a) declare by way of written notice that all of the Debentures, together with all other amounts accrued or outstanding under the Transaction Documents become immediately due and payable, whereupon they shall become immediately due and payable;
- (b) cancel any outstanding commitments under the Issue;
- (c) accelerate the redemption of the Debentures;
- (d) enforce the Security in accordance with the terms of the Security Documents; and/or
- (e) exercise any other right that the Debenture Trustee and /or Debenture Holder(s) may have under the Transaction Documents or under Applicable Law.

**14. POWER OF DEBENTURE TRUSTEE TO DELEGATE**

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

**15. 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.

**16. 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.

**17. 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:

- 17.1. The Debenture Trustee shall hold and accept the Security for and on behalf of the Debenture Holder(s);
- 17.2. The Debenture Trustee shall perform all such acts and duties as are set out in the other Transaction Documents;
- 17.3. 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;

- 17.4. 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 of the Security or any other agreements for and on behalf of and for the benefit of the Debenture Holder(s);
- 17.5. The Debenture Trustee shall act only in accordance with the Relevant Instructions and in accordance with this Deed and the other Transaction Documents;
- 17.6. 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;
- 17.7. With a view to facilitating any dealing under any provisions of these presents, the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions unconditionally;
- 17.8. 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;
- 17.9. The Debenture Trustee shall not be bound to give notice to any person of the execution hereof or to see to the performance or observance of any of the obligations hereby imposed on the Company or in any way to interfere with the conduct of the Company's business unless and until the rights under the Debentures shall have become enforceable and the Debenture Trustee shall have determined to enforce the same;
- 17.10. The Debenture Trustee shall not be bound to take any steps to ascertain whether any default has happened upon the happening of which the rights under the Debentures becomes enforceable unless the Debenture Trustee has actual knowledge of such default. In the event the Debenture Trustee has actual knowledge of certain facts which could consequently result in an Event of Default, the Debenture Trustee shall immediately inform the Debenture Holders and declare an Event of Default upon their instructions;
- 17.11. The Debenture Trustee shall not be responsible for the monies paid by the applicants for the Debentures or be bound to see to the application thereof;
- 17.12. The Debenture Trustee does not make any representation and warranty as to the adequacy of the Security for the Debentures;
- 17.13. The Debenture Trustee may accept, without inspection, inquiry or requisition, such title as the Company may have to the Security; and
- 17.14. The Debenture Trustee shall be at liberty to keep these presents and all deeds and other documents of title relating to the Security 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

Company whose business includes undertaking the safe custody of documents or with an advocates or firm of solicitors;

PROVIDED NEVERTHELESS that nothing contained in this Clause 17 (*Role and Responsibility of the Debenture Trustee*) shall exempt the Debenture Trustee or its officers, employees, agents from or indemnify it or them against any liability for gross negligence, breach of trust or wilful default 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.

## 18. MODIFICATIONS TO THESE PRESENTS

The Company shall concur with the Debenture Trustee in making any modifications to the terms of any of the Transaction Documents which is of a formal, minor or technical nature or is to correct a manifest error. Any change or modification to the terms of the Debentures or this Deed shall require Relevant Instructions. Upon obtaining such approval, the Debenture Trustee and the Company shall give effect to the same by executing necessary deed(s) supplemental to this Deed (as necessary).

## 19. NOTICES

19.1. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address stated in the title of this Deed or the fax numbers set out below and/or any other address subsequently notified to the other Party with a period of 4 (four) Business Days from any change thereof, for the purposes of this Clause and shall be deemed to be effective (a) in the case of registered mail, 3 (three) calendar days after posting, (b) in the case of facsimile at the time when dispatched with a report confirming proper transmission or (c) in the case of personal delivery, at the time of delivery.

(a) To: The Company  
**Jana Holdings Limited**  
MS Square, 34/1-1, Langford Road, Shantinagar,  
Bangalore – 560027  
Attention: K.S. Ramdas  
Phone: +91 80 4621 2000  
Email: [ram.ramdas@janafoundation.org](mailto:ram.ramdas@janafoundation.org)

(b) To: The Debenture Trustee  
**Catalyst Trusteeship Limited**  
Office No. 1, 2 and 3; 4th Floor,  
83-87, 8th Floor, B wing  
Mittal Tower  
Nariman Point,  
Mumbai-400021  
Attention: Mr. Umesh Salvi  
Phone: +91-22-49220503  
Fax: +91-22-49220505



Email: [umesh.salvi@ctltrustee.com](mailto:umesh.salvi@ctltrustee.com)

- 19.2. Any notice given under or in connection with this Deed must be in English.
- 19.3. 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.

## **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 (in accordance with the Relevant Instructions) and then only in the instance and for the purpose for which it is given.

## **21. MISCELLANEOUS**

### **21.1. Discharges and Releases**

Notwithstanding any discharge, release or settlement from time to time between the Debenture Trustee and the Company, if any discharge or payment in respect of the obligations of the Company under this Deed is 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, 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 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 Information Memorandum 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.

## 21. **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.

## 22. **CONFLICT**

This Deed shall be read in conjunction with the Disclosure Documents and it is specifically agreed between the Debenture Trustee and the Company, that in case of any repugnancy, inconsistency or conflict between the provisions of any Disclosure Document on the one hand and the provisions of this Deed on the other hand, the provisions contained in this Deed shall prevail to the extent of such repugnancy, inconsistency or conflict.

## 23. **EFFECTIVE DATE**

The provisions of this Deed shall not come into force or effect, or bind the Parties hereto as per the terms and conditions contained herein, unless this Deed has been signed and executed by the authorised person of the Debenture Trustee and the Company.

## 24. **DISPUTES AND GOVERNING LAW**

- 24.1. The Debentures and this Deed are governed by and shall be construed in accordance with the Applicable Law of India.
- 24.2. Subject to Clause 24.3 below, the Parties agree that the courts at Mumbai shall have the exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Documents and that accordingly, any suit, action or proceedings arising out of or in connection with the Transaction Documents may be brought in such courts.
- 24.3. At the sole election of the Debenture Trustee (acting in accordance with the Relevant Instructions), any dispute in connection with the interpretation, performance, termination of this Deed between the Parties and/or between the Company/ Debenture Trustee and the Debenture Holders ("**Dispute**") to the extent arbitrable and permissible under Applicable Law,

shall be referred to and finally resolved by arbitration under the (Indian) Arbitration And Conciliation Act, 1996 (the “**Rules**”), which Rules are deemed to be incorporated by reference into this clause.

- 24.4. The number of arbitrators shall be three. The language of the arbitration shall be English. The seat of the arbitration shall be Mumbai, India. The parties irrevocably agree to be bound by the tribunal's findings, including findings of law.
- 24.5. This Clause 24 (*Disputes and Governing Law*) shall survive the termination or expiry of this Deed.

## **25. COUNTERPARTS**

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.

## **26. COSTS AND EXPENSES**

- 26.1. 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 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, cost of legal and tax consultants, cost incurred by the Debenture Holders for bidding the for the debt limit allocation under Applicable Law, 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. Notwithstanding anything else contained in this Deed, it is hereby clarified that except such costs and charges incurred by the Debenture Trustee or the Debenture Holders for the preservation of the Security and/or after the occurrence of an Event of Default, the Company shall bear only such expenses, costs and charges as may be mutually agreed between the parties in writing. Save for the costs incurred in relation to the documentation (including stamp duty) charges and costs payable to the Debenture Trustee, legal and tax consultants, and the costs incurred by the Debenture Holders in relation to the auction bid charges for allocation of the debt limits payable by the Company prior to the Deemed Date of Allotment, all other costs, charges and expenses in any way incurred by the Debenture Trustee or the Debenture Holders shall be payable by the Company on the Maturity Date.
- 26.2. All applicable Taxes which are payable in respect of the transactions contemplated under the Transaction Documents shall be borne by the Company. Each party shall bear its own income taxes.
- 26.3. This Clause 26 (*Costs and Expenses*) shall survive the termination or expiry of this Deed.

## **27. APPROPRIATION OF PAYMENTS**

Notwithstanding anything contained under Clause 7 (*Trust of Proceeds of Sale/Realisation of Pledged Shares*), unless otherwise agreed to by the Debenture Holder(s), 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:

- (a) Firstly towards costs, charges and expenses incurred by the Debenture Trustee in accordance with the terms of this Deed;
- (b) Secondly, reimbursement of all costs and expenses paid by the Debenture Holder(s) as provided under Clause 26 (*Costs and Expenses*);
- (c) Thirdly, Default Interest payable under Clause 11 of Schedule I (*Financial Terms and Conditions*) or other default interest payable accordance with the terms of this Deed;
- (d) Fourthly, towards the Redemption Premium, if any, in respect to the Debentures due and payable under this Deed; and
- (e) Lastly, towards the principal amount of the Debentures and other Payments due and payable under this Deed.

## 28. TAXES

- 28.1. The Company shall make all payments to be made by it pursuant to this Deed without any Tax Deduction, unless a Tax Deduction is required by Applicable Law.
- 28.2. The Company shall promptly issue a withholding tax certificate in the form prescribed by the Income-tax Act, 1961 (“**ITA**”) in the name of the relevant Debenture Holder(s) for the amount of Tax paid to the Tax authorities, within the time prescribed by the ITA and rules made thereunder. The Company shall file a withholding Tax return in accordance with the provisions of ITA and the rules made thereunder.
- 28.3. The Company shall promptly upon becoming aware that it has had or will have to make a Tax Deduction (or that there has been or will be any change in the rate at which or the basis on which any Tax Deduction has to be made) notify the Debenture Trustee accordingly. Similarly, any of the Debenture Holder(s) shall notify the Debenture Trustee on becoming so aware in respect of a payment payable to that Debenture Holder(s). If the Debenture Trustee receives such a notification from a Debenture Holder(s) it shall notify the Company.
- 28.4. If the Company is required to make a Tax Deduction, the Company shall make that Tax Deduction, and any payment required in connection with the Tax Deduction within the time allowed and in the minimum amount required under Applicable Law.

## 29. INDEMNITY

Without prejudice to the other rights of the Parties under this Deed or under Applicable Law, the Company (“**Indemnifying Party**”) shall, indemnify and agree to hold harmless, the Debenture Holders and the Debenture Trustee, and each of their attorneys, agents, directors, officers, representatives and advisors (each an “**Indemnified Party**”) against any and all actual and direct losses, liabilities, damages, costs and expenses incurred or likely to be incurred by the Indemnified Party arising out of or in connection with:

- (i) any representations or warranties of the Indemnifying Party being or becoming incorrect, or any undertakings or covenants as contained in the Transaction Documents being breached by such Indemnifying Party;
- (ii) any non-compliance with provisions of the Transaction Documents by the Indemnifying Party;
- (iii) the bid charges/ expenses in relation to auction of debt limits and other costs and expenses under this Deed;
- (iv) the occurrence of any Event of Default;
- (v) any information produced or approved by the Company pursuant to this Deed being or being alleged to be misleading and/or deceptive in any material respect;
- (vi) any enquiry, show cause notices, investigations, subpoena (or similar order) or litigation with respect to the Company or with respect to the transactions contemplated or financed under this Deed;
- (vii) a failure by the Company to pay any amount due under a Transaction Document on its Due Date,

provided that such indemnity will not be available to any Indemnified Party to the extent that such losses, liabilities, damages, costs and expenses resulted directly from such Indemnified Party's gross negligence or wilful misconduct as determined by a final judgement of a court of competent jurisdiction.

### **30. APPOINTMENT OF DEBENTURE TRUSTEE AS ATTORNEY OF THE COMPANY**

The Company hereby irrevocably appoints the Debenture Trustee to be its attorney upon the occurrence of an Event of Default, and in each of the Company's name and on its behalf 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 obligations declared or imposed upon the Company by 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.

### **31. DISCLOSURE OF INFORMATION**

Subject to the provisions of Applicable Law, each Party shall keep, and shall cause their respective directors, officers, employees, agents, representatives and advisers to keep, all information and other materials passing between them and the other Parties in relation to the transactions contemplated by the Transaction Documents and also in relation to the Company as well as in relation to the Debenture Holders (the "**Information**") confidential and shall not divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Deed except:

- (I) To the extent that such Information is in the public domain other than by breach of this Deed;
- (II) To the extent that such Information is required or requested to be disclosed by any Applicable Law or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party(ies);

- (III) In so far as it is disclosed to the employees, lenders, shareholders, directors or investors or professional advisers, rating agencies of any Party or to any Person who intends to purchase any Debenture, provided that such Party shall inform such Persons of the confidential nature of such Information and such Person undertakes to maintain the confidentiality of the Information;
- (IV) To the extent that any of such Information is later acquired by a Party from a source not obligated to any other Party hereto to keep such Information confidential;
- (V) To the extent that any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto;
- (VI) To the extent that any information, materially similar to the Information, shall have been independently developed by a Party without reference to any Information furnished by the other Party.

## SCHEDULE I FINANCIAL TERMS AND CONDITIONS

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

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

### 2. **Business Day Convention**

Any day of the week (excluding non-working 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)) on which banks are open for business in Singapore, Bengaluru and Mumbai shall be a Business Day for the purpose of this Deed.

If the date for performance of any event or the Maturity Date is not a Business Day, then the Due Date in respect of the performance of such event or the Redemption Amount in respect of the Maturity Date shall be paid on the previous Business Day.

If a Coupon Payment Date falls on a date which not a Business Day, then the interest on the Debentures shall be paid on the succeeding Business Day.

### 3. **Change of Tax Deducted at Source**

If the applicable rate of Tax deducted at source is modified and results in a reduction of the net proceeds received by the Debenture Holders, the Company must give written notice to the Debenture Holders as soon as it becomes aware of such change and take such steps as is provided under Clause 28 (*Taxes*) of this Deed.

### 4. **Coupon**

4.1. Interest shall accrue on the principal amount of each Debenture outstanding from the relevant Deemed Date of Allotment (in respect of each series of the Debentures) and during each Coupon Period the Debentures shall bear interest at a rate that is equal to the Coupon Rate for that Coupon Period.

4.2. The Company shall pay accrued interest on the Debentures outstanding to the Debenture Holders on each Coupon Payment Date. Notwithstanding anything to the contrary contained in this Deed, any interest accrued on the Debentures shall only become due and payable by the Company if the Company has, 30 (thirty) days prior to the Coupon Payment Date in respect to the relevant series of the Debentures, informed the Debenture Trustee in writing that it will make payment of such interest on that Coupon Payment Date. If the Company does not elect to pay interest at the Coupon Rate on any Coupon Payment Date in accordance with this Clause 4.2, such unpaid interest will continue to accrue and shall be payable by the Company on the immediately succeeding Coupon Payment Date along with the interest payable for that succeeding Coupon Period.

- 4.3. Subject to Clause 4.2 above, the Company shall, on each Coupon Payment Date, credit to the designated account of each Debenture Holder, on the relevant Record Date in immediately available funds an amount in Indian Rupees that is equal to the accrued interest, calculated at the Coupon Rate, on the aggregate principal amount of the relevant Debentures held by that Debenture Holder.

## 5. Tenure of the Debentures

The Debentures are being issued for a period commencing from the relevant Deemed Date of Allotment in respect to each series and expiring on the date falling on the expiry of 5 (five) years and 8 (eight) months from the Deemed Date of Allotment in respect to the first series of the Debentures issued under this Deed.

## 6. Voluntary Redemption

- 6.1. Subject to Applicable Law and Clause 6.2 and Clause 6.3 below, the Company may, if it gives the Debenture Trustee not less than 30 (thirty) days' prior notice, redeem in full all or any number of the Debentures (including, without limitation, all or any number of the Debentures in a particular series) then outstanding on the date specified in the notice provided that if the Company proposes to redeem any number of the Debentures issued pursuant to only one or more series (and not across all series of Debentures then outstanding), the Company may do so only with the prior consent of the Debenture Trustee (acting on Relevant Instructions) unless it ensures that pursuant to such proposed redemption, the aggregate number of Debentures that will be held by each Debenture Holder (across all series) shall bear the same proportion to the aggregate number of Debentures that were held by each such Debenture Holder (across all series) immediately prior to such redemption.
- 6.2. Upon the Company issuing the notice to the Debenture Trustee under Clause 6.1 above, the Debenture Trustee shall, no later than the next Business Day after the date on which it receives the notice, deliver the said notice to the Debenture Holders.
- 6.3. If the Company proposes to redeem all or any of the Debentures pursuant to Clause 6.1 above, it must credit to the account of each relevant Debenture Holder on the relevant Record Date in immediately available funds an amount that is equal to the Redemption Amounts payable in relation to the relevant number of Debentures proposed to be redeemed and any other amounts that have accrued and are payable in relation to those Debentures under the Transaction Documents.
- 6.4. Any notice of redemption in respect of any of the Debentures given by the Company under this Clause 6 shall specify the date of redemption.
- 6.5. Any redemption of any of the Debentures held by a Foreign Investor pursuant to this Clause 6 (*Voluntary Redemption*), prior to the expiry of 3 (three) years from the relevant Deemed Date of Allotment, shall be subject to the receipt of prior approval of the RBI and/or SEBI, if required under Applicable Law.
- 6.6. Notwithstanding anything contained in this Deed, it is hereby clarified that the Company's obligation to pay the Redemption Amounts in accordance with this Clause 6 (*Voluntary Redemption*) shall only arise on the Maturity Date.



## 7. Listing Event

- 7.1. The Company shall promptly notify each Debenture Holder and the Debenture Trustee upon becoming aware of the Listing Event.
- 7.2. The Company shall apply the cash consideration received from sale of all or some of the SFB Pledged Shares pursuant to the Listing Event net of applicable Tax (including net of any applicable capital gains tax) ("**Consideration**") for redemption of all of the Debentures then outstanding in full. Provided however that, if permissible by Applicable Law, the Company pursuant to a Listing Event shall use its best endeavors to sell the shares of the Target Company in addition to the SFB Pledged Shares.
- 7.3. If the Consideration received by the Company is not sufficient to redeem all outstanding Debentures then outstanding in full, the Company will redeem the maximum number of the Debentures then outstanding, in full, as is possible to redeem in accordance with the terms of this Deed by utilizing the entire amount of the Consideration (such number of Debentures, the "**Maximum Redeemable Debentures**"). In such circumstances, the Company may elect to redeem any number of the Debentures issued pursuant to only one or more series (and not across all series of the Debentures then outstanding) such that the aggregate number of the Debentures to be redeemed is equal to the Maximum Redeemable Debentures provided that the Company may do so only with the prior consent of the Debenture Trustee (acting on Relevant Instructions) unless it ensures that pursuant to such redemption, the aggregate number of Debentures that will be held by each Debenture Holder (across all series) shall bear the same proportion to the aggregate number of Debentures that were held by each such Debenture Holder (across all series) immediately prior to such redemption.
- 7.4. The Company shall, within 2 (two) Business Days from the receipt of the Consideration, credit to the account of each relevant Debenture Holder (whose names appear in the Register of Debenture Holders on the relevant Record Date), in immediately available funds, an amount that is equal to the aggregate Redemption Amounts payable in relation to the number of Debentures held by that Debenture Holder that are to be redeemed. For the avoidance of doubt, it is hereby clarified that the Company will be under no obligation to redeem any Debentures under this Clause 7 (*Listing Event*) in excess of the Maximum Redeemable Debentures.
- 7.5. Any redemption of the Debentures held by a Foreign Investor pursuant to this Clause 7 (*Listing Event*), prior to the expiry of 3 (three) years from the relevant Deemed Date of Allotment, shall be subject to the receipt of prior approval of the RBI and/or SEBI, if required under Applicable Law. Accordingly, if a Listing Event occurs prior to the expiry of 3 (three) years from the relevant Deemed Date of Allotment, and the Company is unable to redeem the Debentures held by a Foreign Investor, the Company will maintain the Consideration received which would have been utilised to redeem such Debentures, in Liquid Investments which shall, subject to Applicable Law, be charged and lien marked in favour of the Debenture Trustee (acting on behalf of the Debenture Holders), until the redemption of the Debentures on the expiry of 3 (three) years from the relevant Deemed Date of Allotment, and thereafter utilise the Consideration amount to redeem the Debentures in accordance with this Clause and the Transaction Documents.

- 7.6. **“Listing Event”** means listing of the equity shares of the Target Company on a recognised stock exchange in India, pursuant to an initial public offer involving an offer for sale of shares held by existing shareholders of the Target Company and subject to the following:
- (i) the Company should maintain 40% (forty per cent.) or such other minimum percentage of the total paid up equity capital of the Target Company, as may be prescribed under Applicable Law;
  - (ii) the shares of Target Company offered for sale shall be free of any lien, security or encumbrance;
  - (iii) in case of primary issuance, the share of the Target Company available for sale may be reduced and may not be equal to the SFB Pledged Shares.
- 7.7. Notwithstanding anything contained in this Deed, it is hereby clarified that the Company’s obligation to pay the Redemption Amounts in accordance with this Clause 7 (*Listing Event*) shall only arise on the Maturity Date.

## 8. Liquidity Event

- 8.1. The Company shall promptly notify each Debenture Holder and the Debenture Trustee upon becoming aware of the Liquidity Event.
- 8.2. In the event, the Company intends to sell any shares of the Target Company held by them under a Liquidity Event, the Debenture Trustee may (subject to any lock in under Applicable Law), require the Company to use the proceeds of such sale net of applicable Tax (including net of any capital gains tax) (**“Sale Consideration”**) for redemption of the Debentures.
- 8.3. If the Sale Consideration received by the Company is not sufficient to redeem all Debentures then outstanding in full, the Company will redeem the maximum number of the Debentures then outstanding, in full, as is possible to redeem in accordance with the terms of this Deed by utilizing the entire amount of the Sale Consideration (such number of Debentures, the **“Maximum Sale Redeemable Debentures”**). In such circumstances, the Company may elect to redeem any number of the Debentures issued pursuant to only one or more series (and not across all series of the Debentures then outstanding) such that the aggregate number of the Debentures to be redeemed is equal to the Maximum Sale Redeemable Debentures provided that the Company may do so only with the prior consent of the Debenture Trustee (acting on Relevant Instructions) unless it ensures that pursuant to such redemption, the aggregate number of Debentures that will be held by each Debenture Holder (across all series) shall bear the same proportion to the aggregate number of Debentures that were held by each such Debenture Holder (across all series) immediately prior to such redemption.
- 8.4. The Company shall, within 2 (two) Business Days from the receipt of the Sale Consideration, credit to the account of each relevant Debenture Holder (whose names appear in the Register of Debenture Holders on the relevant Record Date), in immediately available funds, an amount that is equal to the aggregate Redemption Amounts payable in relation to the number of Debentures held by that Debenture Holder that are to be redeemed. For the avoidance of doubt, it is hereby clarified that the Company will be under no obligation to redeem any

Debentures under this Clause 8 (*Liquidity Event*) in excess of the Maximum Sale Redeemable Debentures.

- 8.5. Any redemption of the Debentures held by a Foreign Investor pursuant to this Clause 8 (*Liquidity Event*), prior to the expiry of 3 (three) years from the relevant Deemed Date of Allotment, shall be subject to the receipt of prior approval of the RBI and/or SEBI, if required under Applicable Law. Accordingly, if a Liquidity Event occurs prior to the expiry of 3 (three) years from the relevant Deemed Date of Allotment, and the Company is unable to redeem the Debentures held by a Foreign Investor, the Company will maintain the Sale Consideration received which would have been utilised to redeem such Debentures, in Liquid Investments which shall, be charged and lien marked in favour of the Debenture Trustee (acting on behalf of the Debenture Holders), until the redemption of the Debentures on the expiry of 3 (three) years from the relevant Deemed Date of Allotment, and thereafter utilise the Sale Consideration amount to redeem the Debentures in accordance with this Clause and the Transaction Documents.
- 8.4. For the purpose of this paragraph 8, "**Liquidity Event**" means the sale of the equity shares of the Target Company by the Company other than pursuant to a Listing Event.
- 8.5. Notwithstanding anything contained in this Deed, it is hereby clarified that the Company's obligation to pay the Redemption Amounts in accordance with this Clause 8 (*Liquidity Event*) shall only arise on the Maturity Date.

## 9. **Redemption**

- 9.1. The Debentures shall, on the payment of the outstanding Payments, will be redeemed, on the Maturity Date. The Debentures will not carry any obligation after redemption has occurred and all Payments due have been paid.
- 9.2. For the purposes of arriving at the value of the shares of the Target Company as on the Reference Date /Maturity Date for the purpose of computing the Redemption Premium:
- (a) In case the shares of the Target Company are listed, the 30 (thirty) day average closing price of the shares of the Target Company quoted on a recognized stock exchanges in India preceding the day falling 3 (three) Business Days prior to the Maturity Date/ Reference Date.
  - (b) In case the shares of the Target Company are not listed, the valuation determined by a Valuer appointed by the Debenture Trustee (acting on the Relevant Instructions) shall be used to determine the value of the shares of the Target Company.
- 9.3. For the purposes of arriving at the value of the shares of the Target Company as on the relevant Deemed Date of Allotment for the purpose of computing the Redemption Premium, the value of the shares of the Target Company shall be based on conversion price of the compulsorily convertible preference shares of the Target Company as set out under the Share Subscription Agreement.
- 9.4. Notwithstanding anything contained in this Deed, it is hereby clarified that the Company's obligation to pay the Payments in accordance with this Clause 9 (*Redemption*) shall only arise on the Maturity Date.

## 10. Payments

Payments will be made on Due Date(s) to each of 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). Such payments shall be made by credit through the NEFT or RTGS system or any other mode of payment permissible under Applicable Law, into the bank account of the relevant Debenture Holders, the particulars of which have been / shall be communicated by the Debenture Holders to the Company and the Debenture Trustee.

## 11. Default Interest

If any principal amounts and/or any other payment to be made by the Company in connection with the Debentures are not paid on the respective Due Dates (“**Unpaid Sum**”) or in case there is any other Event of Default subsisting, a default interest shall accrue on the Unpaid Sum or the outstanding principal amount of the Debentures (as the case may be) from the relevant Due Date or the date of the occurrence of any other Event of Default (as the case may be) up to the date on which the Unpaid Sum is actually paid or the date on which the Event of Default has been cured to the satisfaction of the Debenture Trustee (as the case may be) at a rate of 18.5% (eighteen point five per cent.) per annum (“**Default Interest**”). The Company shall be liable to pay any the Default Interest in aggregate with the Redemption Amount on the Maturity Date. For the avoidance of doubt, deferral by the Company of the payment of accrued interest at the Coupon Rate on any Coupon Payment Date shall not give rise to any obligation to pay any Default Interest.

## 12. Security

- (i) The Debentures shall be secured by way of a first ranking exclusive pledge to be created in favour of Debenture Trustee (acting for the benefit of the Debenture Holders)] pursuant to the Pledge Agreements, over the Pledged Shares.
- (ii) The Company shall at all times until the Final Settlement Date, maintain the Security Cover of at least 1.4.

## 13. Listing Of The Debentures

- (i) The Company shall list each series of the Debentures on the Wholesale Debt Market segment of the BSE within 15 (fifteen) days from the relevant Deemed Date of Allotment.
- (ii) In the event the Debentures are not listed within 15 (fifteen) calendar days from the relevant Deemed Date of Allotment, a default interest shall accrue on the outstanding principal amount of the Debentures from the 16<sup>th</sup> day from the relevant Deemed Date of Allotment up to the date of the listing of the Debentures or the date on which all outstanding Debentures are redeemed, whichever is earlier, at a rate of 18.5% (eighteen point five per cent.) per annum. The Company shall be liable to pay any such default interest in aggregate with the Redemption Amount on the Maturity Date.

## 14. Nominee Director

Subject to Applicable Law, 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 SEBI (Debenture Trustee) Regulations, 1993 and under the relevant rules issued under the 2013 Act in the event of:

- (i) any default in creation of Security for Debentures; or
- (ii) any default on the part of the Company in redemption of the Debentures on the Due Dates.

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

#### **14. Transfer of Debentures**

- 14.1. 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.
- 14.2. 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)).

#### **15. 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.

#### **16. 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 the general meetings or to receive annual reports of the Company.

#### **17. Variation of Debenture Holder(s)' rights**

The rights, privileges and conditions attached to the Debentures may be varied, modified or abrogated by obtaining Relevant Instructions. Provided that nothing in such consent shall be operative against the Company where such consent or resolution modifies or varies the terms and conditions governing the Debentures and the same are not acceptable to the Company.

## SCHEDULE II

### DEPOSITORY RELATED PROVISIONS

1. The Company has made depository arrangements with NSDL for dematerialisation of the Debentures. Each of the Debenture Holders has to necessarily hold the Debentures 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 NSDL will be credited with the Debentures within 2 (two) calendar days from the Deemed Date of Allotment in respect to each series of the Debentures. The initial credit in the account will be akin to the letter of allotment. On the completion of all statutory formalities, such credit will be substituted with the number of Debentures allotted.
4. The Debentures held in the dematerialised form shall be taken as discharged on payment of the Redemption Amount by the Company to the Beneficial Owners with the Depository on the Record Date and for this purposes, a statement issued by the Depository shall be conclusive evidence in respect thereof. Such payment will be a legal discharge of the liability of the Company towards such Beneficial Owner(s). On such payments being made, the Company will inform NSDL and accordingly the account of the Debenture Holder(s) with NSDL 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.
6. Transfer of Debentures in dematerialised form would be in accordance with the rules and procedures as prescribed by NSDL 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 Applicable 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 III 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 (i) the request in writing of the holders of Debentures representing not less than 1/10<sup>th</sup> (one-tenth) in value of the nominal amount of the Debentures for the time being outstanding, or (ii) 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 interest 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 holders of Debentures 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 to every Person who is a Debenture Holder as on the date that is two (2) Business Days prior to the date of issue of the notice, legal representative of any such deceased Debenture Holder or the assignee of an insolvent Debenture Holder by sending it through post, speed post, courier service or by electronic mode in a letter addressed to such Debenture Holder or such other Person by name or by the title or by any like description at the address provided by such Debenture Holder or such other Person to 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% (ten per cent) of those present and voting where the resolution is with respect to all the Debentures.
11. (i) A poll demanded on a question of adjournment shall be taken forthwith.
- (ii) A poll demanded on any other question (not being a question relating to the election of a chairman) shall be taken at such time not being later than 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 Debenture



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 as per the Companies (Management and Administration) Rules, 2014, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the articles 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 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
    - (a) have the following powers exercisable in the manner hereinafter specified in Clause 24 hereof :
      - (i) Power to sanction any compromise or arrangement proposed to be made between the Company and the 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.
  - (ii) Power to assent to any modification of the provisions contained in this Deed and to authorise the Debenture Trustee to concur in and execute any supplemental deed embodying any such modification.
  - (iii) Power to remove the existing Debenture Trustee and to appoint new Debenture Trustee.
  - (iv) Power to declare an Event of Default and take any enforcement or other action as set out under this Deed, including enforcement of the Security.
  - (v) Power to issue Relevant Instructions to the Debenture Trustee in relation to Clauses 6.1, 7.3 and 8.3 of Schedule I (*Financial Terms and Conditions*).
  - (vi) 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.
- (b) have the powers exercisable in the manner specified in Clause 25 hereof in respect of all matters other than the matters set out in paragraph (a) above.
24. The powers set out in paragraph (a) of 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 65% (sixty five per cent) in value of the votes cast on such poll. Such a resolution is hereinafter referred to as a **"Special Resolution"**.
25. The powers set out in paragraph (b) of Clause 23 hereof shall be exercisable by a 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 51% (fifty one per cent) in value of the votes cast on such poll. Such a resolution is hereinafter referred to as a **"Majority Resolution"**.
26. 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.
27. 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 the proceedings of which minutes have been made.

28. 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) or by email without convening a Meeting of the Debenture Holder(s) as if such letter or letters or emails 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.

**SCHEDULE IV**  
**CONDITIONS PRECEDENT**

**PART A**

**CONDITIONS PRECEDENT FOR FIRST SERIES OF DEBENTURES**

1. Delivery to the Debenture Trustee of a copy of the articles of association and memorandum of association of the Company.
2. Delivery to the Debenture Trustee of a copy of the resolution of the board of directors of the Company *inter alia*:
  - (i) authorizing the issuance of the Debentures;
  - (ii) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute the Transaction Documents to which it is a party; and
  - (iii) authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf.
3. Delivery to the Debenture Trustee of a specimen of the signature of each person authorised by the resolution referred to in paragraph (2) above
4. Delivery to the Debenture Trustee of a copy of the special resolutions passed by the shareholders of the Company under section 180(1)(c) and section 180(1)(a) of the Companies Act, 2013, if applicable.
5. Delivery to the Debenture Trustee of a copy of the resolution of the shareholders of the Company as required under Rule 14(2) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 approving the offer of Debentures for subscription by way of private placement.
6. Delivery to the Debenture Trustee of a copy of the constitutional documents of JUF.
7. Passing necessary resolutions for amendment of the constitutional documents of JUF and filing relevant forms with the registrar of companies for registering the amendments, in a form and substance acceptable to the Debenture Trustee.
8. Delivery to the Debenture Trustee of a copy of the resolution of the board of directors of the JUF *inter alia*:
  - (i) approving the terms of, and the transactions contemplated by, the Parent Company Pledge Agreement and resolving that it execute the Parent Company Pledge Agreement to which it is a party; and

- (ii) authorising a specified person or persons to execute the Parent Company Pledge Agreement and all other actions to be carried out under the Parent Share Pledge on its behalf.
- 8. Delivery to the Debenture Trustee the most recent audited accounts, profit and loss statement, and auditor's report and un-audited accounts of the Company.
- 9. Delivery to the Debenture Trustee a certificate signed by the Authorized Representative confirming that:
  - (i) the issuance of the Debentures in terms of Transaction Documents and/or any other borrowing from its promoters would not cause any borrowing limit binding on the Company to be exceeded;
  - (ii) no Event of Default has occurred and/or is subsisting;
  - (iii) no Material Adverse Effect has occurred;
  - (iv) all representations and warranties made by the Company under the Transaction Documents are true and correct as of the date of such certificate;
  - (v) each copy document relating to the Company specified in this Part A of Schedule IV of this Deed is correct, complete and in full force and effect as at a date no earlier than the date of this Deed; and
  - (vi) The Company does not require any approval or consent from any Governmental Authority under Section 281 of the Income Tax Act, 1961.
- 10. Execution or issuance, as applicable, of this Deed, the Pledge Agreements, the Disclosure Documents, the Trustee Agreement and the Fee Letter.
- 11. Evidence of appointment of the Debenture Trustee.
- 12. Evidence that all fees, charges, taxes, bid charges and expenses in respect of the auction for debt limit allocation, due and payable under this Deed and the Fee Letter have been duly paid in full.
- 13. Evidence that the Company has entered into necessary agreements with the Depository and the registrar to the issue of Debentures.
- 14. A legal opinion from the Company's counsel (addressed to the Debenture Trustee) in respect to the capacity of the Company and JUF to enter into the Transaction Documents, to which they are a party.
- 15. All approvals and consents from third parties including the lenders of JUF and the Company, if required, in relation to the issuance of the Debentures and creation of Security shall have been received.
- 16. All approvals and consents from the shareholders of the Target Company and Parent Company in relation to the issuance of the Debentures, creation and enforcement of

Security over the Pledged Shares that may be required under the respective shareholder agreements and constitutional documents shall have been received.

17. All the conditions precedent under the Share Subscription Agreement have been fulfilled and Target Company has provided a Conditions Precedent Completion Notice and the Close One Investors have provided a Conditions Precedent Satisfaction Notice under clause 5.4 and 5.5 of the Share Subscription Agreement respectively.
18. Delivery to the Debenture Trustee a copy of the rating letter from the Rating Agency in respect to the relevant series of the Debentures.
19. Delivery to the Debenture Trustee of a copy of in-principle listing approval of BSE for the relevant Debentures.
20. Delivery to the Debenture Trustee of a copy of ISIN received from the Depository for issuance of the relevant Debentures in dematerialized form.
21. Delivery to the Debenture Trustee of a copy of (a) the Annexure W/pledge request form with the relevant Depository in relation to the Pledged Shares, (b) the intimation received from the Depository confirming the creation and the noting of the pledge over the relevant Pledged Shares in favour of the Debenture Trustee and (c) the statement of holdings in respect of the Pledged Shares issued by the depository participants evidencing the pledge.
22. Delivery to the Debenture Trustee of a certificate from the authorised signatory of the Company and from the chartered accountant that:
  - (i) the borrowing by the Company by issue of Debentures is within the limits approved by the shareholders of the Company;
  - (ii) there are no Tax proceedings which are pending against the Company.
23. The Parties shall have agreed upon the total number of compulsorily convertible preference shares of the Target Company to be subscribed by the Company using the proceeds of the first series of Debentures, in accordance with the Share Subscription Agreement.
24. The Company and the Debenture Holders shall have agreed upon the Coupon Rate for the first series of the Debentures.

## CONDITIONS PRECEDENT FOR EVERY SUBSEQUENT SERIES OF DEBENTURES

1. Delivery to the Debenture Trustee a certificate signed by the Authorized Representative confirming that:
  - (vii) the issuance of the Debentures in terms of Transaction Documents and/or any other borrowing from its promoters would not cause any borrowing limit binding on the Company to be exceeded;
  - (viii) no Event of Default has occurred and/or is subsisting;
  - (ix) no Material Adverse Effect has occurred;
  - (x) all representations and warranties made by the Company under the Transaction Documents are true and correct as of the date of such certificate; and
  - (xi) each copy document relating to the Company specified in this Part A of Schedule IV of this Deed is correct, complete and in full force and effect as at a date no earlier than the date of this Deed; and
2. Delivery of the relevant Disclosure Documents, duly executed by the Company, in respect of the relevant series of the Debentures to the Debenture Holders.
3. The Close One Completion under the Share Subscription Agreement has occurred.
4. Delivery to the Debenture Trustee of a copy of (a) the Annexure W/pledge request form with the relevant Depository in relation to the Pledged Shares, (b) the intimation received from the Depository confirming the creation and the noting of the pledge over the relevant Pledged Shares in favour of the Debenture Trustee and (c) the statement of holdings in respect of the Pledged Shares issued by the depository participants evidencing the pledge to the extent to meet the Security Cover of 1.4.
5. Evidence that all fees, charges, taxes, bid charges and expenses in respect of the auction for debt limit allocation, due and payable under this Deed and the Fee Letter have been duly paid in full.
6. Delivery to the Debenture Trustee of a copy of rating letter from the Rating Agency in respect to the relevant series of the Debentures.
7. Delivery to the Debenture Trustee of a copy of in-principle listing approval of BSE for the relevant Debentures.
8. Delivery to the Debenture Trustee of a copy of ISIN received from the Depository for issuance of the relevant Debentures in dematerialized form.
9. Delivery to the Debenture Trustee of a certificate from the chartered accountant and a director of the Company that:



- (i) the borrowing by the Company by issue of Debentures is within the limits approved by the shareholders of the Company;
  - (ii) there are no Tax proceedings which are pending against the Company.
10. The Parties shall have agreed upon the total number of compulsorily convertible preference shares of the Target Company to be subscribed by the Company using the proceeds of each relevant series of Debentures, in accordance with the Share Subscription Agreement.
11. The Company and the Debenture Holders shall have agreed upon the Coupon Rate for the relevant series of the Debentures.

## **PART B**

### **CONDITIONS SUBSEQUENT FOR FIRST SERIES OF DEBENTURES**

1. Within 2 (two) days from the relevant Deemed Date of Allotment, credit of the relevant Debentures in the specified dematerialized account(s).
2. Filing of the relevant Offer Letter and the record with respect to the issuance of the relevant Debentures in Form PAS-5 specified pursuant to sub-rule (3) of Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the registrar of companies, within 30 (thirty) calendar days of the circulation of the relevant Offer Letter.
3. Filing of a return of allotment on the issue of the relevant Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the registrar of companies, within 30 (thirty) calendar days from the relevant Deemed Date of Allotment.
4. Within 3 (three) Business Days from the relevant Deemed Date of Allotment, submit to the Debenture Trustee, a certificate of an Authorized Representative certifying that the proceeds of the Issue have been utilized for limb (b) of the Purpose more particularly set out in Recital A.
5. Within 15 (fifteen) days from the relevant Deemed Date of Allotment, listing of the Debentures on the WDM of BSE.
6. The Company shall within 10 (ten) Business Days from the entry into each Pledge Agreement, register the Security created over the Pledged Shares under the relevant Pledge Agreement pursuant to Section 77 of the Act by filing Form No. CHG-9 with the relevant registrar of companies.
7. The Company shall within 1 (one) Business Day of receipt, deliver to the Debenture Trustee copy of the certificate of registration issued by the relevant registrar of companies.

### **CONDITIONS SUBSEQUENT FOR FIRST EVERY SUBSEQUENT SERIES OF DEBENTURES**

1. Within 2 (two) days from the relevant Deemed Date of Allotment, credit of the relevant Debentures in the specified dematerialized account(s).
2. Filing of the relevant Offer Letter and the record with respect to the issuance of the relevant Debentures in Form PAS-5 specified pursuant to sub-rule (3) of Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the registrar of companies, within 30 (thirty) calendar days of the circulation of the relevant Offer Letter.
3. Filing of a return of allotment on the issue of the relevant Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the registrar of companies, within 30 (thirty) calendar days from the relevant Deemed Date of Allotment.

4. Within 3 (three) Business Days from the relevant Deemed Date of Allotment, submit to the Debenture Trustee, a certificate of an Authorized Representative certifying that the proceeds of the Issue have been utilized for limb (b) of the Purpose more particularly set out in Recital A.
5. Within 15 (fifteen) days from the relevant Deemed Date of Allotment, listing of the Debentures on the WDM of BSE.

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

THE COMMON SEAL OF **JANA HOLDINGS LIMITED** has been hereunto affixed pursuant to the Resolution passed at the meeting of its Board of Directors held on September 1, 2017 in the presence of Mr.

\_\_\_\_\_,  
Authorised Signatory of the Company who has subscribed his signature hereto in token thereof in the presence of:

- 1.
- 2.

SIGNED AND DELIVERED BY **CATALYST TRUSTEESHIP LIMITED**, the within named Debenture Trustee by the hand of

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

- 1.
- 2.