



महाराष्ट्र MAHARASHTRA

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CG 857007

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.विक ८०००९८
27 FEB 2024
सक्षम अधिकारी

श्रीमती लता सांगळे

This stamp paper forms an integral part of agreement dated 22nd March 2024 executed between Punjab National Bank and Axis Trustee Services Limited

For Axis Trustee Services Limited

Authorized Signatory

For PUNJAB NATIONAL BANK

General Manager
Treasury Division, BKC, Mumbai

Axis Trustee Services Ltd.
Ground Floor, - E- Axis House,
Bombay Dyeing Mills Compound,
Fandurang Budhkar Marg,
Worli, Mumbai - 400 025.

पं. ८०.३-१ Annexure
परचाल प्रतिज्ञापत्रासाठी Only for Andhra Pradesh

मुद्रांक विकत घेणाऱ्याचे नाव _____
मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
मुद्रांक विक्रीबाबतची नोंद बही असु. क्रमांक _____ दिनांक _____

मुद्रांक विकत घेणाऱ्याची सही परवानाधारक मुद्रांक विक्रीच्याची सही
परवाना क्रमांक : ८००००१८

मुद्रांक विक्रीचे ठिकाण/पत्ता : बार असोशिएशन ऑफ एम्प्लॉय
०, इन्वॉल्व्ह सोफ्टी बार्स सर्व्हिस वगैरे कॉरपोरेशन लिमिटेड, मुंबई - ४००००९
राज्यातील कोर्टासमोर, न्यायालयासमोर पंजीजाव सादर करण्यासाठी मुद्रांक
विक्रीबाबतची आवश्यकता नाही. (शासन आदेश दि. ०९/०९/२०००) मुंबई
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केला असून इतर कोणत्याही कारणाने बदलवता येणारे नाहीत.

28 FEB 2024

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महाराष्ट्र MAHARASHTRA

2023

CG 857006

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वे.क्र. ८०००९८
27 FEB 2024
सक्षम अधिकारी

श्रीमती लता सांगळी

This stamp paper forms an integral part of agreement dated 22nd March 2024 executed between Punjab National Bank and Axis Trustee Services Limited

For Axis Trustee Services Limited


Authorized Signatory

For PUNJAB NATIONAL BANK


General Manager
Treasury Division, BKC, Mumbai



महाराष्ट्र MAHARASHTRA

2023

CG 857005

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र ८००००९८
27 FEB 2024
सक्षम अधिकारी

श्रीमती लता सांगळे

This stamp paper forms an integral part of agreement dated 22nd March 2024
executed between Punjab National Bank and Axis Trustee Services Limited

For Axis Trustee Services Limited

Authorized Signatory

For PUNJAB NATIONAL BANK

General Manager
Treasury Division, BKC, Mumbai

जा.सं.पत्र-५ Annexure
फक्तस प्रतिज्ञापत्रासाठी Only for Affidavit

Axis Trustee Services Ltd.
Ground Floor, - E- Axis House,
Bombay Dyeing Mills Compound,
Pandurang Budhkar Marg,
Worli, Mumbai - 400 025.

सुद्धांक विकत घेणाऱ्याचे नाव _____
सुद्धांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
सुद्धांक विक्रीबाबतची नोंद वही अनु. क्रमांक _____

सुद्धांक विकत घेणाऱ्याची सही _____ परवानाधारक सुद्धांक विक्रीबाबतची सही _____
परवाना क्रमांक : 6000096

सुद्धांक विक्रीचे ठिकाण/पत्ता : बार असोसिएशन ऑफ एम ए सी सी
१, हार्लिवुड रोड, मध्य भाग, हवेलीतल्या समोर, कॅम्पल रोड, मुंबई - ४००००९
असतोय कार्यान्वयनासाठी/ज्याबालपारामोर प्रतिज्ञापत्र घ्यावे लागेल त्याप्रमाणे सुद्धांक
कागदाची आवश्यकता जाई. (सासन आदेश दि. १४/०७/२०११) वरुमा
ज्या कारणासाठी ज्यांनी सुद्धांक खरेदी केला त्यांनी त्याच कारणासाठी
सुद्धांक खरेदी केल्याबाबत प्रसिध्दित प्रपत्राचे वेळोवेळी अद्य
28 FEB 2024

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९८
22 FEB 2024
सक्षम अधिकारी C

श्रीमती सुषमा चव्हाण

This stamp paper forms an integral part of agreement dated 22nd March 2024
executed between Punjab National Bank and Axis Trustee Services Limited

For Axis Trustee Services Limited

Authorized Signatory

For PUNJAB NATIONAL BANK

General Manager
Treasury Division, BKC, Mumbai

Axis Trustee Services Ltd.
Ground Floor, - E-Axis House,
Borivli Dyeing Mills Compound,

जोडपत्र-१ Annexure Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव _____
मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____
मुद्रांक विक्रीसाठीची नोंद वही अनु. क्रमांक _____

Pandurang-Budhkar Marg,
Wojli, Mumbai - 400 025.

मुद्रांक विकत घेणाऱ्याची सही परवानाधारक मुद्रांक विक्रीसाठीची सही

परवाना क्रमांक : ८००००१८

मुद्रांक विक्रीचे ठिकाण/पत्ता : वार असेसिएशन ऑफ एम ए सी टी

१, हवारील सोबरी जर्नी मार्ग, हवारील, मुंबई - ४०००२५

आसक्तिय कोवळ्यारमार/आसक्तिय कोवळ्यारमार सार्वजनिक मार्ग, मुद्रांक

कायदाची अपवादता आहे (साधन आदेश दि. ०९/०९/२०२०) - पुणे

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी करून त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केले आहेत, मुद्रांक खरेदी करणारे कोणत्याही

28 FEB 2024

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DATED 22th March 2024

DEBENTURE TRUST DEED

BETWEEN

**PUNJAB NATIONAL BANK
as the Issuer / Bank**

AND

**AXIS TRUSTEE SERVICES LIMITED
as the Debenture Trustee/ Trustee**



DEBENTURE TRUST DEED

THIS DEBENTURE TRUST DEED (hereinafter referred to as the “**Deed**”/ “**Debenture Trust Deed**”) is made at Mumbai on this 22nd March 2024.

BY AND BETWEEN

1. **Punjab National Bank**, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970 and having its corporate office at Plot no. 4 Sector 10, Dwarka, New Delhi -110075 and acting through its office at Treasury Division, 2nd Floor, PNB-BOI tower, C 29, G Block, Bandra Kurla Complex, Mumbai-400051, (hereinafter referred to as the “**the Bank/ Issuer**”, which expression shall, unless repugnant to the context or meaning thereof, deem to include its successors and permitted assigns); of the **ONE PART**;

AND

2. **Axis Trustee Services Limited**, a company incorporated under the Companies Act, 1956 and operating as a company under the Companies Act, 2013 having CIN U74999MH2008PLC182264 and having its registered office at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai 400025 and its corporate office at The Ruby, 2nd Floor, SW 29, Senapati Bapat Marg, Dadar West, Mumbai - 400028 and its branch office at Plot 25, IInd Floor, Pusa Road, Karolbagh, New Delhi - 110005 and registered with the Securities and Exchange Board of India as a debenture trustee under the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 (hereinafter called the “**Trustees/Debenture Trustee**” which expression shall include its successors and assigns and the Trustees for the time being wherever the context or meaning shall so require or permit) of the **OTHER PART**.

The Bank/ Issuer and the Trustee are hereinafter individually referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- I. With a view to meet the Bank’s requirements for the Purpose (*as defined hereinafter*), the Bank, pursuant to the authority granted by the resolution of the Board of Directors of the Bank passed at its meeting held on March 29, 2023 has approved the issue and allotment on private placement basis, in dematerialized form for cash at par in terms of this Deed the unsecured, subordinated, perpetual, non-convertible, taxable, fully paid-up Basel III compliant Additional Tier 1 bonds Series XXI, each having a face value of Rs. 1,00,00,000.00 (Rupees One Crore only) of the aggregate nominal value of total issue size not exceeding Rs. 1859 Crore (Rupees One Thousand Eight Hundred Fifty Nine Crore only) including a base issue size of Rs. 500 Crore (Rupees Five Hundred Crores only) and a green-shoe option to retain oversubscription up to Rs. 1359 Crores (Rupees One Thousand Three Hundred Fifty Nine Crores only) (hereinafter referred to as the “**Bonds**”) on private placement (hereinafter referred to as the “**Issue**”) in dematerialized form to the Bondholders (*defined hereinafter*).



- II. In relation to the aforesaid, the Bank proposes to issue the Bonds for cash at par basis on a private placement basis, in terms of the general information document dated 26th September 2023 (“**General Information Document**”) and key information document dated 21st March 2024 (“**Key Information Document**”) (collectively hereinafter referred to as the “**Issue Documents**”) given to the Bond Holders.
- III. The Debenture Trustee is registered with the Securities and Exchange Board of India (“**SEBI**”) as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993 and holds a valid certificate of registration to discharge the obligations under this Deed and pursuant to the consent letter dated February 27, 2024, bearing reference no. ATSL/CO/23-24/11294 addressed by the Debenture Trustee, which has been accepted by the Bank, the Debenture Trustee has agreed to act as a Debenture Trustee, in trust and on behalf of and for the benefit of the Bond Holders and each of their successors and assigns.
- IV. The Debenture Trustee and the Bank have entered into a debenture trustee agreement dated December 15th March, 2024 (as amended from time to time and hereinafter referred to as the “**Debenture Trustee Agreement**”) whereby the Bank has appointed the Debenture Trustee, which has agreed to be appointed as the Debenture Trustee for the benefit of the Bond Holder(s). Under the Debenture Trustee Agreement, the Parties have also agreed to execute this Deed and such other documents as may be required from time to time in relation to the Bonds.
- V. Accordingly, the Debenture Trustee has called upon the Bank to execute this Deed being these presents, pursuant to which the Bonds are being issued, and accordingly, these presents shall record the various terms, conditions and stipulations as well as the Bank’s obligation in respect of the Bonds including, payment of interest, remuneration of the Trustee and all costs, charges, expenses and other monies in accordance with the terms of the issue, conditions of appointment of Debenture Trustee, and the Bank has agreed to do so in the manner set out hereinafter.
- VI. This Deed is divided into two parts: (i) Part A which contains statutory/standard information pertaining to the debt issue *inter alia* consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and (ii) Part B which sets out the terms of the Bonds which are specific to the Issue.

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



PART A OF THE DEBENTURE TRUST DEED
ARTICLE – A
DEFINITIONS AND INTERPRETATIONS

A.1 Definitions

In these presents, unless anything is inconsistent to the subject or context therewith, all capitalized terms used but not defined hereunder shall have the meanings assigned to them under the Issue Documents. The expressions listed below shall have the following meanings:

- A.1.1. "Account Bank"** shall have the meaning ascribed to the term in Clause 1.21.2 of this Deed.
- A.1.2. "Applicable Law(s)"** shall mean any statute, law, regulation, notification, ordinance, rule, judgement, rule of law, order, decree, government resolution, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or governmental or regulatory authority including without limitation stock exchanges, having jurisdiction over the matter in question, whether in effect as of the date of this Deed or thereafter and in each case as amended.
- A.1.3. "Board"** shall mean the board of directors of the Bank for the time being and from time to time.
- A.1.4. "Business Day"** shall mean a day (other than Saturday and Sunday) on which commercial banks are open for business in the city of Mumbai, Maharashtra and when the money market is functioning in Mumbai.
- A.1.5. "Bonds"** shall have the meaning ascribed to such term in Recital I hereto.
- A.1.6. "Bond Holder (s)"** or **"Bondholder(s)"** or **"Beneficial Owners(s)"** shall mean the persons who are, for the time being and from time to time, the owners of the Bonds in physical form or electronic (dematerialized) form, and whose names appear in the register of bond holder(s) or the list of beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository, and **"Beneficial Owner"** means each such person and includes their respective successors/ transferees and assigns (Beneficial Owner of the Bond(s) as defined in clause (a) of sub-section of Section 2 of the Depositories Act, 1996).
- A.1.7. "Companies Act"** shall mean the Companies Act, 2013, as far as applicable to the Bank, (to the extent notified and effective) or Companies Act, 1956 (to the extent applicable), as may be amended from time to time and shall include any statutory amendment or re-enactment thereof from time to time including but not limited to the rules, circulars or orders issued thereunder.



- A.1.8. **“Coupon”** in respect of the Bond, shall mean the amount of interest payable on the outstanding nominal value of each Bond at the rate of 8.47 percent per annum.
- A.1.9. **“Debenture Trustee Agreement”** shall have the meaning ascribed to the term in Recital IV.
- A.1.10. **“Deed”** shall mean this Bond Trust deed as may be amended, modified, or supplemented from time to time.
- A.1.11. **“Deemed Date of Allotment”** shall mean the date of allotment as set out in the Issue Documents.
- A.1.12. **“Depository”** shall mean the depository with whom the Bank has made arrangements for dematerializing the Bonds namely, National Securities Depository Limited (NSDL) and/or Central Depository Services (India) Limited (CDSL).
- A.1.13. **“Depository Participant”** shall mean the agents of a depository such as NSDL or CDSL. They are given license to operate by a depository, under the provisions of the Depositories Act, 1996.
- A.1.14. **“Event(s) of Default”** shall mean any event or circumstance as described in Clause 3.7 of this Deed.
- A.1.15. **“Government/Governmental Authority”** shall include president of India, the government of India, governor or the government of any state in India or any ministry, department, board, authority, instrumentality, agency, corporation or commission semi-governmental or judicial or quasi-judicial or administrative entity, any self-regulatory organization, under the direct or indirect control of the government of India.
- A.1.16. **“Initial Contribution”** shall have the meaning ascribed to the term in Clause B.2 of this Deed.
- A.1.17. **“Inter Creditor Agreement”** or **“ICA”** shall mean an agreement entered under the directions issued by RBI described as the RBI (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 providing a framework for early recognition, reporting and time bound resolution of stressed assets on June 7, 2019 as amended from time to time read with Trustee Master Circular.
- A.1.18. **“Issue Closing Date”** shall mean the date of closure of the issue of Bonds, as set out in the Issue Documents.
- A.1.19. **“Majority Bond Holder(s)/Beneficial Owner(s)”** shall at any time mean such number of Bond Holder(s)/Beneficial Owner(s) holding more than 50% of the then outstanding Bonds. For sake of clarity, it is herein clarified that the ‘majority’ shall be determined as majority of the Bond Holders under each respective International Securities Identification Number (“ISIN”).



- A.1.20. “Obligations”** shall mean all obligations at any time due, owing or incurred by the Bank to the Debenture Trustee or the Bond Holders, as the case may be, in respect of the Bonds and shall include (i) the obligation to redeem the Bonds in terms thereof including payment of coupon/interest, default interest, penal interest, any outstanding remuneration of the Debenture Trustee and all fees, costs, charges and expenses payable to the Debenture Trustee/Bond Holder(s) and other monies payable by the Bank in respect of the Bonds under the Transaction Documents; (ii) in the event of any proceedings for the collection and/or enforcement of the obligations of the Bank in respect of the Bonds, after an Event of Default shall have occurred, the expenses of retaking, holding, preparing for sale, selling or otherwise disposing of or realizing the assets or any part thereof, of the Bank, and/ or of any exercise of the Trustee of its rights under the relevant Transaction Documents, together with legal fees and court costs in relation thereto.
- A.1.21. “Part A”** shall mean all the text, clauses, sub-clauses which have been included in the Part A of this Deed. The Part A are statutory clauses, sub-clauses /standard information pertaining to the Bonds.
- A.1.22. “Part B”** shall mean all the text, clauses, sub-clauses which have been included in the Part B of this Deed containing details specific to the Bonds, as amended from time to time.
- A.1.23. “Pay-in Date”** shall mean the date as set out in the Issue Documents.
- A.1.24. “PONV”** shall mean the point of no-viability as determined by the RBI as per the RBI Guidelines.
- A.1.25. “Purpose”** shall mean the purpose for which the Bonds have been issued by the Bank being – meeting the funding requirements of the Bank for augmenting Additional Tier I capital and overall capital of the Bank for strengthening its capital adequacy and for enhancing its long-term resources in accordance with the RBI Guidelines.
- A.1.26. “Quarter”** shall mean the period of three months commencing on the first day of January, April, July or October of a calendar year.
- A.1.27. “RBI”** means the Reserve Bank of India.
- A.1.28. “RBI Guidelines”** means the Master Circular - Basel III Capital Regulations No. DOR.CAP.REC.15/21.06.201/2023-24 dated May 12 2023 read with Master Circular RBI/2022-23/12 DOR.CAP.REC.3/21.06.201/2022-23 on Basel III Capital Regulations dated April 1, 2022 issued by the RBI, covering the terms and conditions for issue of debt capital instruments for inclusion as Additional Tier 1 capital (as updated, modified, amended) and other applicable guidelines as may be notified by RBI, from time to time.



- A.1.29. **“Recovery Expense Fund”** shall mean fund contributed by the Bank towards creation of a recovery expense fund as required to be created in terms of the Trustee Master Circular.
- A.1.30. **“Repayment”** shall include **“Redemption”** and *vice versa* and the expressions repaid, repayable, repayment, redeemed, redeemable and redemption shall be construed accordingly.
- A.1.31. **“Record Date”** shall mean the date as set out in the Issue Documents.
- A.1.32. **“SEBI”** shall have the meaning ascribed to such term in Recital IV.
- A.1.33. **“SEBI Debt Regulations”** shall mean Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended from time to time read with SEBI Master Circular as amended from time to time.
- A.1.34. **“SEBI Master Circular”** shall mean the SEBI circular dated August 10, 2021 bearing reference SEBI/HO/DDHS/PoD1/P/CIR/2023/119, as amended from time to time.
- A.1.35. **“Special Majority”** shall at any time mean such number of Bond Holder(s)/Beneficial Owner(s) holding more than 75% of the then outstanding Bonds and 60% of the Bond Holder(s) / Beneficial Owner(s). For sake of clarity, it is clarified that the Special Majority shall be determined under each respective ISIN.
- A.1.36. **“Special Resolution”** shall mean a resolution passed by the Bond Holder(s)/Beneficial Owner(s), holding not less than three-fourth in value of outstanding Bonds, at a duly convened meeting of the Bond Holder(s) and shall include only valid votes cast by members voting in person or proxy.
- A.1.37. **“Tax”** or **“Taxes”** means any present or future tax, levy, duty, charge, fees, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by law by any Governmental Authority and as may be applicable in relation to the payment obligations of the Bank under this Deed.
- A.1.38. **“Tax Deduction”** means a deduction for or on account of Tax from a payment under a Transaction Document.
- A.1.39. **“Terms of the Bonds”** shall have the meaning ascribed to such term in Clause 1.3.4 of Article I of Part A of this Deed.
- A.1.40. **“Transaction Documents”** shall mean the documents executed in relation to the issue of the Bonds including but not limited to the Issue Documents, the letters issued by the rating agency, Debenture Trustee Agreement, this Deed, necessary powers of attorney (if any) and such other documents as designated by the Debenture Trustee.



A.1.41. "Trustee Master Circular" shall mean the SEBI circular titled, '*Master Circular for Debenture Trustees*' dated March 31, 2023 bearing reference number SEBI/HO/DDHS-PoD1/P/CIR/2023/109 (as amended and in force from time to time)

A.2. Interpretation

In this Deed, unless the context other requires:

- A.2.1.** Terms defined in this Deed by reference to any other agreement, document or instrument shall have the meanings assigned to them in such Deed, document or instrument;
- A.2.2.** A document or any other document is a reference to that document or other document as amended, replaced, novated or supplemented;
- A.2.3.** A reference to "knowledge" shall mean the actual knowledge of any director or executive officer of the Issuer after due inquiry;
- A.2.4.** A reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- A.2.5.** A reference to "authorisation" or "clearance" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;
- A.2.6.** A reference to "control" includes the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise;
- A.2.7.** The words 'hereof', 'herein', and 'hereto' and words of similar import when used with reference to a specific Section/Clause/Article in, or Schedule to, this Deed shall refer to such Section/Clause/Article in, or Schedule to, this Deed, and when used otherwise than in connection with specific Sections or Schedules, shall refer to the Deed as a whole;
- A.2.8.** Headings and the use of bold type face shall be ignored in its construction;
- A.2.9.** Words denoting singular number only shall include plural number and *vice versa*.
- A.2.10.** Words denoting a particular gender only shall include all genders.
- A.2.11.** Words denoting persons only shall include companies and bodies corporate and also include such person's successors and permitted assignees or transferees.
- A.2.12.** The words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- A.2.13.** Any reference in this Deed, to this Deed or any other document shall be construed, without limitation, as a reference to this Deed and also to any separate or independent stipulation or agreement contained in it or, as the case may be, such other document, in each case as the same may have been, or may from time to time be, amended, varied, novated, acceded to or supplemented and any reference to any statutory provision 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
- A.2.14.** All references in these presents to Schedules, Clauses, Sub-Clauses, Paragraphs or Sub-Paragraphs shall be, unless indicated to the contrary, construed as reference respectively to schedules, clauses, sub-clauses, paragraphs and sub-paragraphs of this Deed.
- A.2.15.** References to the word "includes" or "including" are to be construed without limitation;



- A.2.16.** References to “Party” shall mean a party to this Deed and references to “Parties” shall be construed accordingly;
- A.2.17.** References to any law shall include any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of this Deed or thereafter and each as amended from time to time;
- A.2.18.** The recitals and schedules shall constitute an integral and operative part of this Deed. The provisions contained in the Schedules hereunder written shall have effect in this manner as if they were specifically herein set forth.
- A.2.19.** Words and abbreviations which have, well known technical or trade/commercial meanings are used in the Deed in accordance with such meanings;
- A.2.20.** No provision of this Deed shall be interpreted in favour of or against any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.
- A.2.21.** All references to the consent or discretion or agreement or waivers or any actions of the Debenture Trustee under this Deed or any other Transaction Documents shall mean the Debenture Trustee acting in accordance with the consent of the Majority Bond Holders unless specifically provided otherwise.
- A.2.22.** In the event there is any conflict between the provisions of the Part A and Part B of this Deed, the specific terms in Part B shall prevail over the inconsistent provisions, if any, in Part A.
- A.2.23.** This Deed shall be read in conjunction with the Issue Documents and it is specifically agreed between the Debenture Trustee and the Bank that, in the event of there being any inconsistency or repugnancy between the provisions contained in the Issue Documents and these presents, the provisions contained in this Issue Documents shall prevail and override the provisions of this Deed to such extent of inconsistency.



ARTICLE – B
TRUST

B.1 The Bank hereby appoints the Debenture Trustee as trustee for the Bond Holders and the Trustee, to have and hold the same for the benefit of the Bond Holders and successors, transferees, novatees and assigns (the trust declared hereinafter referred to as the “Trust”) on such terms as set out herein, together with all the additions or accretions thereto including the investments representing the same, subject to the powers, provisions, agreements and declarations herein contained and in such trust capacity, the Trustee agrees and is authorised:

- (a) to execute and deliver this Deed, all other Transaction Documents and all other documents, deeds, instruments, certificates and agreements, contemplated by this Deed or the other Transaction Documents which are to be executed and delivered by the Trustee or as the Trustee shall deem advisable and in the best interests of the Bond Holder(s)/Beneficial Owners(s);
- (b) to take whatever action as shall be required to be taken by the Trustee in accordance with the Transaction Documents, and subject to the terms and provisions of this Deed and any other Transaction Documents, to exercise its rights and perform its duties and obligations under each of the documents, deeds, agreements, instruments and certificates referred to in this clause (a) above in such documents, agreements, instruments and certificates; and
- (c) Subject to the terms and provisions of this Deed and the other Transaction Documents, to take such other action in connection with the foregoing as the Bond Holder(s) may from time to time direct.

PROVIDED that before initiating any action or exercising any right or performing any duty under this Deed or any Transaction Documents, the Trustee shall only upon receipt of Majority Bond Holder(s) instructions/approval initiate any action or exercise its rights and perform its duties and obligations under each of the documents, agreements, instruments and certificates referred in these presents.

B.2 The Trustee hereby declares that in relation to the Bond Holder(s), it shall, as the case may be hold:

- (a) An amount of INR 1000 that the Trustee hereby declares and confirms that it has, accepted the above sum of 1000 in trust declared and settled and kept apart the sum being the initial corpus (hereinafter referred to as the “Initial Contribution”) of the trust created in terms of this Deed;
- (b) All sums received by it under this Deed (save for any sums received solely for its own account); and
- (c) All monies received by it out of, whether prior to or as a result of enforcement of the Transaction Documents or the exercise of rights and remedies under this Deed,

Upon trust and for the benefit of the Bond Holder(s)/Beneficial Owner(s) and subject



to the powers and provisions hereinafter declared and contained and concerning the same, for due payment and discharge of the Obligations.

- B.3** The Trustee declares that save and except as contemplated under this Deed, it shall not revoke the trust hereby declared till whole of the Obligations is irrevocably discharged and paid in full by the Bank to the Bond Holder/Beneficial Owner and the Trustee under the Transaction Documents.

ARTICLE – I **DESCRIPTION OF BONDS**

1.1 AMOUNT OF BONDS

The Bonds are being allotted, on private placement basis, in dematerialized form for cash at par in terms of this Deed and unsecured, subordinated, perpetual, non-convertible, taxable, fully paid -up Basel III compliant Additional Tier I Bonds each having a face value of Rs. 1,00,00,000.00 (Rupees One Crore only) of the aggregate nominal value of total issue size not exceeding Rs. 1859 Crore (Rupees One Thousand Eight Hundred Fifty Nine Crore only) with a base issue size of Rs. 500 Crore (Rupees Five Hundred Crores only) and a green-shoe option to retain oversubscription of Rs. 1359 Crores (Rupees One Thousand Three Hundred Fifty Nine Crores only), to the Bond Holder(s)/Beneficial Owner(s), as the case may be, on the terms and conditions contained in the Issue Documents. The Bank shall utilise the monies received from the subscription of the Bonds solely towards the Purpose more particularly detailed in clause A.1.25. of this Deed.

1.2 COVENANT TO PAY PRINCIPAL AND INTEREST:

The Bank covenants with the Trustee that it shall pay to the Debenture Holder(s)/Beneficial Owner(s) the principal amount on the Bonds together with redemption premium, if any, on the repayment dates as more particularly mentioned in the Issue Documents and shall also pay accrued interest (inclusive of penal interest where applicable) on the Bonds in accordance with this Deed and the Issue Documents.

Provided that if so called upon by the Trustee, the Bank shall make payments as aforesaid to or to the order of or for the account of the Trustee and such payment shall be deemed to be in satisfaction of the aforesaid covenant of the Bank to make such payments to the Debenture Holder(s)/Beneficial Owner(s). Such payments shall be passed on to the Debenture Holder(s)/Beneficial Owner(s), subject to this Deed and the Issue Documents.

1.3 FORM OF BONDS

- 1.3.1** All Bonds constituted and issued for the time being in demat form to the Bondholders under the Issue Documents are unsecured, subordinated, perpetual, non-convertible, taxable, Basel III compliant Additional Tier 1 Bonds of face value of Rs. One Crore each, collectively having an aggregate nominal value as specified in the Issue Documents for cash at par, privately placed with the Bondholders.



- 1.3.2 The principal amount, interest and all other monies payable under the Bonds (pursuant to and subject to the terms of the Issue Documents), between the Bondholders, inter-se rank pari passu without any preference or priority whatsoever on account of date of issue or allotment, or otherwise.
- 1.3.3 It is clarified that the Bonds are unsecured in nature and the Issuer shall not grant, convey, assign, assure or transfer any assets and/or other properties of the Issuer and/or its affiliates as security for the Bonds and/or the outstanding amounts thereunder.
- 1.3.4 The terms of the Bonds specified in the Issue Documents ("**Terms of the Bonds**") shall be binding on the Issuer, the Bond Holders and all persons claiming by, through or under any of them. In the event of any conflict between this Deed and the Terms of the Bonds, the Terms of the Bonds shall prevail. It is hereby clarified that in case this Deed provides for any additional terms which are not present in the Issue Documents, such additional terms as provided in this Deed shall not be deemed contradictory to the Terms of the Bonds. The Trustee shall be entitled to enforce the obligations of the Issuer under or pursuant to the Terms of the Bonds as if the same were set out and contained in these presents which shall be read and construed as one document.
- 1.3.5 The Bank has entered into depository arrangements with the Depository for the issue of the Bonds in dematerialized form. The Bond Holder(s) who hold the Bonds in dematerialized form will deal with the same as per the provisions of the Depositories Act, 1996, the regulations thereunder and the rules and bye-laws of the Depository.

1.4 ALLOTMENT OF BONDS

The Bonds will be deemed to have been allotted to the Bond Holders on 22th March 2024, being the Deemed Date of Allotment. All benefits relating to the Bonds will be available to the Bondholders from the Deemed Date of Allotment.

1.5 TRUSTEE FOR THE BOND HOLDERS

At the request of the Bank, **AXIS TRUSTEE SERVICES LIMITED (ATSL)** has agreed to act as the Trustee for the Bondholders in respect of the Bonds.

1.6 INTEREST

1.6.1 **Interest on application money**

Interest at the Coupon (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) will be paid to the applicants on the application money for the Bonds for the period starting from and including the date of realization of application money in the Issuer's bank account up to one day prior to the Deemed Date of Allotment.

The Coupon on application money will be computed as per Actual/Actual Day count convention. Such interest would be paid on all the valid applications including the



refunds. For the application amount that has been refunded, the Interest on application money will be paid along with the refund orders and for the application amount against which Bonds have been allotted, the Interest on application money will be paid within ten working days from the Deemed Date of Allotment. Where an applicant is allotted lesser number of Bonds than applied for, the excess amount paid on application will be refunded to the applicant along with the interest on refunded money. Income Tax at Source (TDS) will be deducted at the applicable rate on Interest on application money. However, in absence of complete bank details i.e. correct/updated bank account number, IFSC/RTGS code/NEFT code etc., Issuer shall be required to make payment through cheques / DDs or any other mode of payment as per the discretion of the Issuer on the due date at the sole risk of the Bondholders.

The Bank shall not be liable to pay any interest in case of invalid applications or applications liable to be rejected including applications made by person who is not an Eligible Investor. If the Pay-In Date and the Deemed Date of Allotment fall on the same date, interest on application money shall not be applicable. Further, no interest on application money will be payable in case the Issue is withdrawn by the Issuer in accordance with the SEBI Master Circular.

1.6.2 Coupon on Bonds

The face value of the Bonds outstanding, after adjustments and write-off on account of "Coupon Discretion", "Loss Absorption Features", "Loss Absorption at Prespecified Trigger Level", "Write-down on point of non-viability (PONV)" and "Criteria to determine PONV" as mentioned in the Summary Term Sheet under the Issue Documents, shall carry interest at the Coupon as mentioned in Part B of this Deed (subject to deduction of income tax under the provisions of the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof, as applicable) are mentioned in the Summary Term Sheet. The Bank shall have full discretion at all times to cancel Coupon either in part or full in order to meet the eligibility criteria for perpetual debt instruments under RBI Guidelines, as detailed in the Part B of this Deed. The term "Coupon Discretion" is elaborated in the Summary Term Sheet.

Any payments to be made to the Bond Holder(s)/Beneficial Owner(s), including payment of Coupon, shall be made by the Bank using the services of electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) or any other permitted electronic method as offered by Bond Holder(s) / Beneficial Owner(s) into such bank account of a Bond Holder/Beneficial Owner as may be notified to the Bank by such Holder/Beneficial Owner or the Trustee at the time of applying to the Bonds or as may be notified to the Trustee, subsequently through a valid communication channel.

Further, the Coupon payment shall be made through electronic mode to the Bond Holders whose names appear on the list of beneficial owners given by the Depository to the Bank as on the Record Date fixed by the Bank in the bank account which is linked to the demat of the Bondholder. However, in absence of complete bank details i.e. correct/updated bank account number, IFSC/RTGS code/NEFT code etc., Issuer shall be required to make payment through cheques / DDs or any other mode of payment as per the discretion of the Issuer on the due date at the sole risk of the Bondholders.



Payment of interest or repayment of principal would be made to those Bond Holders whose names appear on the list of beneficial owners given by the Depositories to the Issuer as on Record Date. In case of those Bond for which the beneficial owner is not identified by the Depository as on the Record Date, the Issuer would keep in abeyance the payment of interest or repayment of principal, till such time that the beneficial owner is identified by the Depository and conveyed to the Issuer, whereupon the interest or principal would be paid to the beneficiaries, as identified, within a period of 30 days.

1.6.3 Deduction of Tax at Source

Tax as applicable under the Income Tax Act, 1961, or any other statutory modification or re-enactment thereof will be deducted at source. Tax exemption certificate/ document, under Section 193 of the Income Tax Act, 1961, if any, must be lodged at the registered office of the Bank or at such other place as may be notified by the Bank in writing, at least 30 (thirty) calendar working days before the interest payment dates.

Tax exemption certificate/ declaration of non-deduction of tax at source on interest on application money, should be submitted along with the application form. Where any deduction of Income Tax is made at source, the bank shall send to the Bondholder(s) a Certificate of Tax Deduction at Source. Regarding deduction of tax at source and the requisite declaration forms to be submitted, prospective investors are advised to consult their own tax consultant(s).

Tax Deducted at source will be paid to Income tax authorities on accrual or payment whichever is earlier basis.

1.6.4 Default Interest Rate

(a) Default in Payment and Other Defaults

In case of default in payment of Interest and/or principal redemption on the Bonds on the due dates, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period. However, any non-payment of Interest and / or principal on account of RBI Guidelines, Coupon Discretion, Loss Absorbency and other events of Summary Term Sheet, shall not be considered as default in payment of interest and / or principal redemption and as such no default interest shall be payable.

(b) Delay in Listing

In the event of a delay in listing of the Bonds beyond 3 trading days of the Issue Closure Date, the Issuer will pay to the investor penal interest of 1% per annum over the Coupon from the Deemed Date of Allotment until the listing of the Bonds.

(c) Delay in execution of this Debenture Trust Deed

If not already executed, the Bank shall execute this Debenture Trust Deed within the timelines prescribed by SEBI. In case of a delay in execution of this Debenture Trust Deed, the Bank will pay penal interest of 2% p.a. over the Coupon Rate till the execution of this Debenture Trust Deed.



1.7 LOSS ABSORBENCY

1.7.1 The Bonds (including all claims, demands on the Bonds and interest thereon, whether accrued or contingent) are issued subject to loss absorbency features applicable for non-equity capital instruments issued in terms of RBI Guidelines including in compliance with the requirements of Annex 4 thereof and are subject to certain loss absorbency features as described herein and required of Additional Tier 1 instruments at the Pre-Specified Trigger Level and at the PONV as provided for in Annex 15 of the RBI Guidelines, as amended.

1.7.2 The Bond and the Bondholders claim, if any, claims against Bank, wherever situated, may be written – off, in whole or in part, upon the occurrence of the following trigger events:

- (a) Pre- Specified Trigger Level.
- (b) PONV.

1.7.3 PONV trigger event shall be as defined in the aforesaid RBI Guidelines and shall be determined by the RBI. RBI may in its imminence alter or modify the PONV trigger whether generally or in relation to the Bank or otherwise. In any case it should be noted that following writing-off of the Bonds and claims and demands as noted above, neither the Bank, nor any other person on the Bank's behalf shall be required to compensate or provide any relief, whether absolutely or contingently, to the Bondholder(s) or any other person claiming for or on behalf of or through such Bondholder(s) and all claims and demands of such persons, whether under law, contract or equity, shall stand permanently and irrevocably extinguished and terminated.

1.7.4 Unless otherwise specified in this Issue Documents, the write-off of any common equity or any other regulatory capital (as understood in terms of the RBI Guidelines), whether senior or pari passu or subordinate, and whether a Tier 1 capital or otherwise shall not be required before the write-off of any of the Bonds and there is no right available to the Bondholder(s) hereof or any other person claiming for or on behalf of or through such Bondholder(s) to demand or seek that any other regulatory capital be subject to prior or simultaneous write-off or that the treatment offered to holders of such other regulatory capital be also offered to the Bondholders

1.8 REDEMPTION DATE

As per the terms of Issue Documents

1.9 REDEMPTION AMOUNT

As per the terms of Issue Documents

However, in case of redemption due to exercise of Call Option or otherwise in accordance with RBI guidelines, the Bonds shall be redeemed at par along with Coupon accrued till one day prior to the Call Option Date subject to adjustments and/or write-off on account of "Coupon Discretion", "Loss Absorption Features", "Loss Absorption at Prespecified



Trigger Level”, “Write-down on point of non-viability (PONV)” and “Criteria to determine PONV” as mentioned in the Summary Term Sheet.

1.10 COMPUTATION OF INTEREST AND OTHER CHARGES

- 1.10.1 The Coupon for each of the Coupon periods, subject to the provisions of Summary Term Sheet, shall be computed as per Actual / Actual day count conversion (as per the SEBI Master Circular on the face value/principal outstanding after adjustments and write-off on account of “Coupon Discretion”, “Loss Absorption Features”, “Loss Absorption at Prespecified Trigger Level”, “Write-down on point of non-viability (PONV)” and “Criteria to determine PONV” as mentioned in the Summary Term Sheet, at the Coupon Rate rounded off to the nearest Rupee.
- 1.10.2 The Interest Period means each period beginning on (and including) the Deemed Date of Allotment or any Coupon Payment Date and ending on (but excluding) the next Coupon Payment Date/ Call Option Date (if exercised). It is clarified that in case of Coupon payment in a leap year, the same shall be calculated taking the number of days as 366 (three hundred and sixty-six) days (per the SEBI Master Circular).

1.11 REDEMPTION AND EXERCISE OF CALL OPTION AND OTHER OPTIONS

- 1.11.1 The Bank may, at its sole discretion but subject to the “Condition for exercise of Call Option”, elect to exercise a call on the Bonds (in whole) on 22nd March 2029 being the 5th anniversary from the Deemed Date of Allotment or any anniversary date thereafter (the “**Issuer Call Date**”)
- 1.11.2 The Bank shall exercise Call Option subject to the conditions mentioned below:
- (a) The Call Option can be exercised only after a minimum of 5 years from the Deemed Date of Allotment;
 - (b) To exercise a Call Option, the Bank shall require prior approval of RBI; and
 - (c) Bank shall not exercise a call unless:
 - i. The Bond is replaced with capital of the same or better quality and the replacement of this capital is done at conditions which are sustainable for the income capacity of the Bank; or
 - ii. The Bank demonstrates that its capital position is well above the minimum capital requirements after the Call Option is exercised.
- 1.11.3 Notwithstanding anything to the contrary stipulated herein, the Bank may, at its option, redeem the bonds under the following conditions:
- (a) Tax Call: If a Tax Event (as described below) has occurred and continuing, then the Issuer may subject to Clause 1.11 (Redemption and Exercise of Call Option and Other Options) above, having notified the Debenture Trustee not less than 21 calendar days prior to the date of exercise of such call (“**Tax Call**”) which notice shall specify the date fixed for exercise of the Tax Call (Tax Call Date), exercise a call on the Bonds or substitute the Bonds so that the Bonds have better tax classification subject to adjustment on account of “Loss Absorption Features”, “Loss Absorption at Prespecified Trigger Level”, “Write-down on point of non-viability (PONV)” and “Criteria to determine



PONV” mentioned in the Summary Term Sheet. A “Tax Event” has occurred if, as a result of any change in, or amendment to, the laws affecting taxation (or regulations or rulings promulgated thereunder) of India or any change in the official application of such laws, regulations or rulings the Issuer will no longer be entitled to claim a deduction in respect of computing its taxation liabilities with respect to Coupon on the Bonds. The exercise of Tax Call by the Issuer is subject to the requirements set out in the RBI Guidelines. RBI will permit the Issuer to exercise the Tax Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Tax Event at the time of issuance of the Bonds.

- (b) **Regulatory Call:** If a Regulatory Event (as described below) has occurred and continuing, then the Issuer may subject to Clause 1.11 (Redemption and Exercise of Call Option and Other Options) above, having notified the Trustee not less than 21 calendar days prior to the date of exercise of such call (“Regulatory Call”) which notice shall specify the date fixed for exercise of the Regulatory Call (Regulatory Call Date), exercise a call on the Bonds or substitute the Bonds so that the Bonds have better regulatory classification subject to adjustment on account of “Loss Absorption Features”, “Loss Absorption at Prespecified Trigger Level”, “Write-down on point of non-viability (PONV)” and “Criteria to determine PONV” mentioned in the Summary Term Sheet. A “Regulatory Event” is deemed to have occurred if there is a downgrade of the Bonds in regulatory classification i.e. Bonds is excluded from the Consolidated Tier I Capital of the Issuer. The exercise of Regulatory Call by the Issuer is subject to requirements set out in the RBI Guidelines. RBI will permit the Issuer to exercise the Regulatory Call only if the RBI is convinced that the Issuer was not in a position to anticipate the Regulatory Event at the time of issuance of the Bonds and if the Bank demonstrates to the satisfaction of RBI that the Bank's capital position is well above the minimum capital requirements after the Call Option is exercised.

1.12 DUE DATE OF PAYMENT

Coupon on the Bonds will be paid on Anniversary every year till redemption of the Bonds subject to the provisions of “Coupon Discretion,” “Loss Absorption Features”, “Loss Absorption at Prespecified Trigger Level”, “Write-down on point of non-viability (PONV)” and “Criteria to determine PONV” in the Summary Term Sheet. In case the Bank decides to exercise “Coupon Discretion” as per the terms of the Issue, no Coupon shall be payable in that year subject to the conditions mentioned in the exercise of such “Coupon Discretion”. If the date of payment of Coupon /redemption of principal does not fall on a Business Day, the payment of Interest / principal shall be made in accordance with SEBI Master Circular.

1.13 RIGHT TO ACCELERATE PAYMENTS

The Bondholders shall have no rights to accelerate the repayment of future scheduled payments (Coupon or principal).

1.14 REIMBURSEMENT OF EXPENSES



The Bank shall reimburse all sums paid or expenses incurred by the Debenture Trustee or any receiver, attorney, agent or other person appointed by the Debenture Trustee for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rate of interest payable on the Bonds from the date, when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Bank will, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under this Deed shall be paid by the Trustee, the Bank shall, forthwith on demand, reimburse the same to the Trustee.

1.15 RESTRICTION ON PREFERENTIAL PAYMENTS

Subject to the terms of the Issue Documents, the Bank shall pay and discharge all its liabilities to the Bondholders under this Deed without preferring one over the other.

1.16 PLACE AND MODE OF PAYMENT BY THE BANK

Any payments to be made to the Bond Holder(s)/Beneficial Owner(s), including payment of interest, payment upon redemption, shall be made by the Bank using the services of electronic clearing services (ECS), real time gross settlement (RTGS), direct credit or national electronic fund transfer (NEFT) or any other permitted electronic method as offered by Bond Holder(s) / Beneficial Owner(s) into such bank account of a Bond Holder/Beneficial Owner as may be notified to the Bank by such Holder/Beneficial Owner or the Trustee at the time of applying to the Bonds or as may be notified to the Trustee, subsequently through a valid communication channel.

1.17 MODE OF TRANSFER OF BONDS

The Bonds shall be transferred subject to and in accordance with the rules/ procedures as prescribed by the NSDL/ CDSL/ Depository Participant of the transferor/ transferee and any other applicable laws and rules notified in respect thereof. The normal procedure followed for transfer of securities held in dematerialized form shall be followed for transfer of these Bonds held in electronic form. The seller should give delivery instructions containing details of the buyer's DP account to his depository participant. The transferee(s) should ensure that the transfer formalities are completed prior to the Record Date. In the absence of the same, interest will be paid/redemption will be made to the person, whose name appears in the records of the Depository. In such cases, claims, if any, by the transferee(s) would need to be settled with the transferor(s) and not with the Bank.

1.18 BONDS FREE FROM EQUITIES

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

1.19 BOND CERTIFICATES



1.19.1 The Bank shall immediately on allotment of Bonds, take reasonable steps to credit the beneficiary account of the Beneficial Owner(s) with the Depository Participant as mentioned in the application form, with the number of Bonds allotted within a period of two days from the date of allotment of Bonds.

1.19.2 Subject to the completion of all statutory formalities within time frame prescribed in the relevant regulations/Act/rules etc., the initial credit akin to a 'Letter of Allotment' in the beneficiary account of the investor would be replaced with the number of Bonds allotted.

1.19.3 The Bonds since issued in electronic (dematerialized) form, will be governed as per the provisions of the Depositories Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, rules notified by NSDL/ CDSL/ Depository Participant from time to time and other Applicable Laws and rules notified in respect thereof.

1.19.4 The Bonds shall be allotted in dematerialized form only.

1.20 LISTING OF BONDS AND CREDIT RATING

1.20.1 The Bonds shall be listed on the Debt Market segment of BSE Limited ("BSE").

1.20.2 The Bank shall take all steps for making the listing application to the recognized stock exchange and shall receive approval from the stock exchange for the listing of Bonds, within the timelines specified in the extant SEBI regulations read with the circulars, as may be amended from time to time viz., within 3 Business Days of the Issue Closing Date. In case of delay in listing of the Bonds (issued on private placement basis) beyond the timelines specified above, the Bank will pay penal interest, to the Bond Holders, of at least 1.00% p.a. over the Coupon Rate from the Deemed Date of Allotment until the listing of such Bonds on the entire outstanding amount pertaining to the Bonds.

1.20.3 The Bank undertakes to comply with the SEBI (Listing Obligations and Disclosure Requirements), 2015, the Act and other Applicable Laws on a continuous basis. All expenses, costs, charges, incurred for the purpose of listing of the Bonds, as also for making the offer for sale of the Bonds shall be borne and paid by the Bank.

1.20.4 The Bonds are rated as:

- (a) "CRISIL AA+" with stable outlook by Crisil Ratings, pronounced as "CRISIL double A plus with Stable outlook" vide its letter dated February 27th, 2024. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such Instruments carry very low credit risk.
- (b) "ICRA AA+" with Stable outlook by ICRA Limited, pronounced as "ICRA double A plus with Stable Outlook" vide its letter dated February 28th, 2024. Instruments with this rating are considered to have high degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.



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

1.21 UNDERTAKING TO PAY

1.21.1 Subject to the terms of this Deed, Issue Documents and other Transaction Documents, the Issuer shall pay the Coupon and principal amount of the Bonds to the Bondholders as and when it becomes due, as per the terms of the Issue.

1.21.2 The Bank shall, at all times until the Obligations have been duly discharged, maintain a bank account no. **0062002000000174** with Punjab National Bank, PNB HOUSE Branch (“**Account Bank**”) from which it proposes to pay Coupon and redemption amount and hereby pre-authorise Debenture Trustee to seek Coupon and debt redemption payment related information from the said bank. The Bank agrees and acknowledges that they shall also inform the Trustee within I (one) working day of any change in the Account Bank details. A duly executed pre-authorisation letter from the Bank to the Account Bank is annexed herewith as **Second Schedule, Part A** and a duly accepted consent letter from the Account Bank is annexed herewith as **Third Schedule, Part A**.

1.21.3 The Bank covenants with the Debenture Trustee that it shall comply with all its obligations under this Deed and pay and repay all the monies payable by the Bank (including any applicable default interest, fees and costs and expenses) to the Debenture Trustee and the Bond Holder(s) pursuant to the terms of this Deed.

1.22 DEBENTURE REDEMPTION RESERVE

As per the rule 18(7)(b)(i) of the Companies (Share Capital and Debentures) Rules, 2014, no Debenture Redemption Reserve is required to be created for debentures issued by banking companies for both public as well as privately placed debentures.

ARTICLE – II

RIGHTS, POWERS AND DISCRETION OF THE TRUSTEE

2.1. TRUSTEE REMUNERATION

2.1.1. The Bank shall pay to the Debenture Trustee remuneration as mentioned in the fee consent letter June 21, 2023, bearing reference number ATSL/CO/2023-2024/3339, as may be amended or supplemented from time to time, for their services to act as Debenture Trustee in addition to all legal, travelling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the trust hereof and all other documents pertaining to Bonds and the remuneration shall continue to be payable until the Debenture Trustee hereof shall be finally discharged and whether or not a receiver or a manager shall have been appointed or the trust hereof shall be in course of administration by or under the direction of the court. The Bank shall promptly pay, and in any event before any interest or penalty becomes payable, the fees, duty, Taxes and charges of any nature whatsoever payable in connection with the entry into, registration, performance,



enforcement or admissibility in evidence of this Deed and/or any such amendment, supplement or waiver.

2.1.2. The Bank shall not be required to pay any compensation to the Trustee on premature termination of this Deed, save and except for pro-rata fees that the Trustee may be entitled to for the period of time already served by it as a Trustee. Provided that if at the time of the premature termination of this Deed, the Trustee had already been paid in excess of such pro-rata amounts that it was entitled to for the period of time served by it as a Trustee, the excess amounts shall be reimbursed to the Bank without any interest thereon.

2.2. RETIREMENT AND REMOVAL OF TRUSTEE

i. Resignation

- a. The Trustee hereof may, at any time without assigning any reason and without being responsible for any loss or costs occasioned thereof, resign/retire as the trustee, provided that the Trustee shall give at least 30 (thirty) days previous notice in writing to the Bank.
- b. The Bank 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 Bond Holders in place of the Debenture Trustee (the “**Successor Trustee**”) with the written consent of the Majority Bond Holders/Beneficial Owners. The Trustee shall continue to act as Trustee until the Successor Trustee is appointed.
- c. The Bank shall appoint an entity registered as a debenture trustee with SEBI under the SEBI (Debenture Trustees) Regulations, 1993 as the Debenture Trustee. Whenever there shall be more than two Trustees hereof the majority of such Trustee shall be entitled to exercise the powers, authorities and discretions hereby vested in the Trustee.

ii. Removal

The Bondholders may for sufficient cause but, after giving not less than 2(two) months’ notice in writing to the Trustee and the Bank, remove the Trustee by a Special Resolution with a majority of not less than three fourth of value of Bondholders duly passed at a meeting of the Bond Holder(s)/ Beneficial Owner(s) convened in accordance with the provisions set out in the First Schedule hereunder written. The Bank shall, within 15 days, appoint such person or persons as may be nominated by such resolution as new Trustee for the purpose hereof.

iii. Successor Trustee as the Trustee

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



2.3. GENERAL RIGHTS, POWERS AND DISCRETIONS

2.3.1. At the outset, it is hereby clarified that:

- (i) The Bondholders have irrevocably given their consent to and authorized the Trustee or any other agents or authorized officials to do and undertake various actions under the Transaction Documents.
- (ii) All rights and remedies under this Deed and/or other Transaction Documents shall rest in and be exercised by the Trustee subject to Clause 2.3.2 hereof without having it further referred to the Bondholders.
- (iii) Any payment made by the Issuer to the Trustee on behalf of the Bondholders shall discharge the Issuer pro tanto to the Bondholders.
- (iv) No Bondholder shall be entitled to proceed directly against the Issuer unless the Trustees, having become so bound to proceed, fail to do so.

2.3.2. In addition to the other powers conferred on the Trustee and provisions for their protection, and not by way of limitation or derogation of anything in these presents contained nor of any statute limiting the liability of the Trustee, it is expressly declared as follows: -

- (a) The Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Bank or by the Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. Any such advice, opinion or information and any communication passing between the Trustee and their representative or attorney or a receiver appointed by them may be obtained or sent by letter, electronic mail, facsimile, or telephonic message and the Trustee, their representative or attorney or the receiver shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, electronic mail, facsimile or telephonic message even if the same suffers from inaccuracy, error, genuineness or any other shortcoming which is unknown to the Trustee;
- (b) The Trustee shall have the right to rely on notices, communications, advertisement or any information on the website of the Bank or any other related party with respect to issue of Bonds;
- (c) Subject to the provisions of Section 71(7) of the Companies Act and Rule 18 (3) of the Companies (Share Capital and Debenture) Rules, 2014, the Trustee shall not be responsible for the consequences of any bona fide mistake, oversight or error of judgment or want of prudence on their part or on the part of any attorney, receiver or any person appointed by them and shall not be responsible for any misconduct on account of any person appointed by them or be bound to supervise the proceedings of any such appointee;
- (d) The Trustee shall be responsible for acts and omissions of its employees performed during the normal course of its business in case of gross negligence, wilful



misconduct and fraud as conclusively determined by court of competent jurisdiction;

- (e) The 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 Bank or in any way to interfere with the conduct of the Bank's business, unless and until there is an occurrence of any of the Event(s) of Default and /or the rights under the Bonds shall have become enforceable and the Trustee shall have determined to enforce the same;
- (f) The Trustee shall be at liberty to keep these presents and all deeds and other documents at their registered office or if the Trustee so decides with any banker or Bank whose business includes undertaking the safe custody of documents and the Trustee shall not be responsible for any loss incurred in connection with any such deposit (unless such loss is caused on the account of the gross negligence or wilful default of the Trustee) and the Trustee may pay all sums required to be paid on account of or in respect of any such deposit;
- (g) The Trustee shall not be bound to take any steps to ascertain whether any Event of Default has happened upon the happening of which the Bonds or the rights under the Bonds becomes enforceable unless the Trustee has actual knowledge of such Event of Default. In the event the Trustee has actual knowledge of certain facts which would consequently result in an Event of Default, the Trustee shall immediately inform the Bond Holder(s);
- (h) The Trustee shall, as regards, all trusts, powers, authorities and discretions, have absolute and uncontrolled discretion, in consultation with Bond holder(s)/Beneficial Owner(s), as to the exercise thereof and to the mode and time of exercise thereof and in the absence of fraud shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the exercise or non-exercise thereof and in particular they shall not be bound to act at the request or direction of the Bond Holder(s)/Beneficial Owner(s) under the provisions of these presents unless sufficient monies shall have been provided or provision to the satisfaction of the Trustee made for providing the same and the Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction;
- (i) The Trustee shall not be responsible for the monies paid by applicants for the Bonds or be bound to see to the application thereof;
- (j) The Trustee shall have right to share such information in relation to the Issuer / Bonds to the Credit Rating Agency as prescribed / required under Applicable Laws or as necessary to discharge its function as a debenture trustee¹
- (k) **Power of Trustee to Delegate** -The Trustee hereof being a company may, in the execution and exercise or all or any of the trusts, powers, authorities and discretion



vested in them by these presents act by an officer or officers for the time being of the Trustee and the Trustee may also whenever they think it expedient, delegate by power of attorney or otherwise to any such officer all or any of the trusts, powers, authorities and discretion vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Trustee may think fit. Any actions of such officers and sub-delegates shall have the same protection as accorded to the Trustee in terms of this Deed.

- (l) **Power of Trustee to employ Agents** - The Trustee may, in carrying out the trust business, employ and pay any person to transact or concur in transacting any business and do or concur in doing all acts required to be done by the Trustee including the receipt and payment of moneys and shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by them in connection with the trust 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 including matters which might or should have been attended to in person by the Trustee.
- (m) **Trustee may contract with the Bank** - Neither the Trustee nor any agent of the Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Bank or with itself in the ordinary course of business of the Trustee or from undertaking any banking, financial or agency services for the Bank 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 Bonds or Bond stocks or any other securities whatsoever of the Bank or in which the Bank 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 Bank or being concerned or interested in any such contract or arrangement or transaction which any other Bank or person not being a Trustee would be entitled to enter into with the Bank and they shall not be in anywise liable to account either to the Bank or to the Bondholders for any profits made by them thereby or in connection therewith and the Trustee or any agent of the 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.
- (n) Without prejudice to the rights to indemnify by law given to the Trustee, the Trustee and every receiver, attorney, manager appointed by them shall subject to the provisions of the Act be entitled to be indemnified in respect of all liabilities and expenses incurred by any of them in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any bona fide mistake, oversight, error of judgement or want of prudence on the part of the Trustee or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done and the Trustee may retain and pay out of any monies in their hands the amount of any liabilities and expenses necessary to effect such indemnity and also remuneration of the Trustee



as herein provided and the Trustee shall have all money payable to them arising out of or in connection with these presents or the issue of the Bonds;

- (o) The Trustee shall have full power, in consultation with Bond Holder(s)/Beneficial Owner(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 Trustee) shall be conclusive and binding upon all persons interested under these presents;
- (p) The Trustee and its employees shall be liable for anything whatsoever for a breach of trust knowingly and intentionally committed by the Trustee as conclusively determined by the court of competent jurisdiction;
- (q) The Trustee shall be under no obligation to provide the Bond Holders with any credit or other information concerning the financial condition or affairs of the Bank, except those received by it in its capacity as the Trustee hereunder.
- (r) The Trustee and its employees shall not be liable for any default, omission or delay in performing or exercising any of the powers or trusts expressed in these presents or contained or any of them or in enforcing the covenants contained therein or any of them or in giving notice to any person or persons of the execution thereof or in taking any other steps which may be necessary, expedient or desirable or for any loss or injury which may be occasioned by reason thereof unless such liability is vested in terms of the Applicable Laws on the Trustee or the Trustee shall have been previously requested by notice in writing to perform, exercise or do any of such steps as aforesaid if authorized or approved by Majority Bond Holders and the Trustee shall not be bound to perform, exercise or do any such acts, powers or things or to take any such steps unless and until sufficient moneys shall have been provided or provision to the satisfaction of the Trustee made for providing the same by or on behalf of the Bond Holder(s)/Beneficial Owner(s) or some of them in order to provide for any costs, charges and expenses which the Trustee may incur or may have to pay in connection with the same and the Trustee are indemnified to their satisfaction against all further costs, charges, expenses and liabilities which may be incurred in complying with such request.

Provided nevertheless that nothing contained in this clause shall exempt the Trustee from or indemnify them against any liability for breach of trust or any specific obligations cast upon them under the Applicable Laws nor any liability which by virtue of any rule or law would otherwise attach to them in respect of any gross negligence, wilful default or breach of trust which they may be guilty in relation to their duties thereunder, as may be finally determined by a court of competent jurisdiction.

Notwithstanding anything contained herein, no clause in the Debenture Trust Deed shall have the effect of:

- (a) limiting or extinguishing the obligations and liabilities of the Debenture Trustee or the Issuer in relation to any rights or interests of the Debenture Holders;
- (b) limiting or restricting or waiving the provisions of the Securities and Exchange Board of India Act, 1992, the regulations and circulars or guidelines issued by the SEBI; and



(c) indemnifying the Debenture Trustee or the Issuer for loss or damage caused by their act of negligence or commission or omission.

2.4. DUTIES OF DEBENTURE TRUSTEE

2.4.1. In performing its obligations in relation to the Bonds, the Trustee shall:

- (a) perform its duties and obligations, and exercise its rights and discretions, in keeping with the trust reposed in the Trustee by the Bond Holder(s), and shall further conduct itself, and comply with the provisions of all Applicable Law, provided that, the provisions of Section 20 of the Indian Trusts Act, 1882, shall not be applicable to the Trustee;
- (b) carry out its duties and perform its functions as required to discharge its obligations under the terms of SEBI Debt Regulations, the SEBI (Debenture Trustees) Regulations, 1993 (to the extent such laws and regulations are applicable to the Issuer), SEBI NCS Regulations, SEBI Master Circular, Trustee Master Circular, this Deed, Issue Documents and all other related Transaction Documents, with due care and diligence (including the Trustee's duty to carry out such acts as are necessary for the protection of the Bondholders' rights and resolving their grievances);
- (c) satisfy himself that the Issue Documents does not contain any matter which is inconsistent with the terms of the Issue or with this Deed;
- (d) call for and obtain periodic status/ performance reports / utilization reports or any other documents from the Bank, as may be required by the Debenture Trustee to comply with its obligations under the Applicable laws in relation to the Bonds;
- (e) ensure that the Issuer does not commit any breach of the terms of the Issue or covenants of this Deed by monitoring the same in the manner specified by SEBI and take such reasonable steps as may be necessary to remedy any such breach;
- (f) issue letters / confirmations / no objection certificate, or any other communication as requested by the Bank in accordance with the Transaction Documents;
- (g) ascertain and:
 - i. exercise due diligence to the extent required under Applicable Law, to ensure compliance by the Bank, with the provisions of the Act, SEBI (Listing Obligations and Disclosure Requirement), Regulations, 2015, SEBI (Debenture Trustees) Regulations, 1993, SEBI Debt Regulations, this Deed or any other regulations issued by SEBI in the issue and allotment of the Bonds and credit of the Bonds in the demat accounts of the Bond Holder(s);
 - ii. satisfy itself that interest warrants for interest/ Coupon due on the Bonds have been dispatched to the Bond Holder(s) on or before the due dates;
 - iii. Satisfy itself that Bond Holder(s) have been paid the monies due to them on the date of Redemption of the Bonds.



- (h) communicate promptly to the Bond Holder(s) defaults, if any, with regard to payment of interest or Redemption of Bonds or occurrence of any other Event of Default which is known to the Trustee along with all information relating to cure periods (if any) and action taken or proposed to be taken by the Trustee therefor;
- (i) carry out all its obligations, duties and functions as the Trustee in accordance with the terms set out in the Transaction Documents;
- (j) not do any act, deed or thing which is prejudicial or detrimental to the interest of the Bond Holders and at all times act in the best interest of the Bond Holder(s) and satisfy himself that the covenants in this Deed are not prejudicial to the interest of the Bondholders;
- (k) shall not relinquish its assignment unless and until another Trustee has been appointed in its place;
- (l) inform SEBI and the Debenture Trustee immediately of any breach of this Deed or provision of any Applicable Law, which comes to its knowledge, if required under Applicable Laws;
- (m) keep all customary books and records relating to the receipt and distribution of all moneys which it may receive or be entitled to hereunder or under any Transaction Documents;
- (n) convene a meeting of the Bond Holder(s) in accordance with Applicable Laws;
- (o) subject to the approval of the Bond Holder(s) and the conditions as may be specified by SEBI from time to time, enter into ICA provided under the framework specified by the RBI on behalf of the Bond Holders;
- (p) keep the information (pertaining to the details of bank account(s)) provided to it pursuant to the SEBI Master Circular as confidential and shall use the same only to the extent as required under the SEBI Master Circular; and
- (q) Perform such acts as may be necessary for the protection of the interest of the Bond Holder(s) and do all other acts as may be necessary in order to resolve the grievances of the Bond Holder(s).
- (r) ensure that the Bank does not commit any breach of the terms of issue of Bonds or covenants of this Deed by monitoring the same in the manner specified by the SEBI and take such reasonable steps as may be necessary to remedy any such breach.²

² Regulation 15(1)(f) of SEBI (DT) Regulations, 1993



2.5. TRUST/ REALIZATION OUT OF COMPENSATION MONEY

- 2.5.1. The Trustee shall hold upon trust the monies, received by them arising out of any realisation whatsoever from the Issuer in relation to the Bonds.
- 2.5.2. Notwithstanding anything to the contrary stated in the Transaction Documents, any payments by the Bank under the Transaction Documents shall be appropriated in the following manner, namely:
- a. Firstly, towards meeting any costs, charges and expenses and other monies incurred by the Debenture Trustee as also the remuneration payable by the Bank to the Debenture Trustee;
 - b. Secondly, towards default interest and/or compound interest as maybe due and payable under the terms of the Transaction Documents;
 - c. Thirdly, towards interest/ Coupon payable on the Bonds to the Bondholders;
 - d. Fourthly, towards redemption premium, if any; and
 - e. Lastly, towards payment of principal amount of the Bonds due and payable by the Bank to the Bond Holder(s)/Beneficial Owner(s).

Provided that, if the Trustee is of the opinion that it is expedient to do so, payments may be made on account of principal before the whole or part of the interest due on the Bonds has been paid off, but such alteration in the order of payment of principal and interest herein prescribed shall not prejudice the right of the Bondholders to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed or any less amount which sum ultimately realized from the proceeds under any action under Article III hereof may be sufficient to pay.

ARTICLE – III **EVENTS OF DEFAULT**

- 3.1. Upon the occurrence of one or more of the events specified in this Article III, the Trustee may, in its discretion, and shall, upon request in writing of the Bondholders of an amount representing not less than three-fourths in value of the nominal amount of the Bonds for the time being outstanding or by a Special Majority of the Bondholders (held in accordance with the provisions set out in Schedule I hereto), by a notice in writing to the Bank initiate the following course of action:
- a. take up the matter regarding default with the Bank and seek clarification in relation to remedial steps being taken in relation to such event;
 - b. initiate necessary steps towards recovery of dues in terms of SEBI/statutory/regulatory guidelines/applicable law, but subject to the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, RBI Guidelines and Summary Term Sheet, in accordance with the terms of the Issue Documents and Applicable Law.
- 3.2. It is hereby clarified that notwithstanding anything to the contrary contained herein, the Bondholders and/or the Trustee shall not have the right to accelerate the repayment of future scheduled payments (Coupon or repayment) in relation to the Bonds upon the occurrence of any event described herein or in the Issue Documents
- 3.3. It is hereby clarified that, subject to the terms of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and RBI Guidelines, if the Issuer goes into liquidation:



- a. Before the Bonds have been written-off: then the Bonds will absorb losses in accordance with the order of seniority as specified in the Issue Documents and as per usual legal provisions governing priority of charges; or
 - b. After the Bonds have been written-off: the Bondholders (acting for the Bondholders) will have no claim on the proceeds of liquidation.
- 3.4. It is hereby clarified that, subject to the provisions of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and the Banking Regulation Act, 1949 (as amended from time to time and to the extent applicable to the Issuer), if the Issuer is amalgamated with any other bank:
- a. Before the Bonds have been written-down: the Bonds will become part of the corresponding categories of regulatory capital of the new bank emerging after the merger; or
 - b. After the Bonds have been written-down: the Bonds will not be written-up by the amalgamated entity.
- 3.5. Notwithstanding anything to the contrary contained herein but subject to RBI Guidelines, on the occurrence of an Event of Default, the Trustee shall follow the standard operating procedure as may be stipulated by SEBI from time to time (as presently set out in the Trustee Master Circular, to the extent applicable.
- 3.6. It is hereby clarified that any expenses/costs incurred by the Trustee in undertaking any actions under these clauses 3.1 to 3.5 shall be borne by the Bank at actual.
- 3.7. The occurrence of any one of the following events shall constitute an “**Event of Default**” by the Bank:
- a) **DEFAULT IN PAYMENT OF COUPON AND REDEMPTION AMOUNT**
The Bank fails to pay the Coupon and redemption amount on the due date provided the Bank has not exercised Coupon Discretion. Notwithstanding anything stated in this Deed, it is clarified that cancellation of discretionary payments or any exercise of “Coupon Discretion”, “Loss Absorption Features”, “Loss Absorption at Prespecified Trigger Level”, “Write-down on point of non-viability (PONV)” and “Criteria to determine PONV,” as mentioned in the Summary Term Sheet, shall not be deemed to be an event of default and no default interest shall be payable on occurrence of any aforesaid events.
 - b) **DEFAULT IN PERFORMANCE OF COVENANTS AND CONDITIONS**
If the Bank breaches the terms of the Issue Documents or any covenant of this Deed or the Transaction Documents and such breach has continued for a period of 30 (thirty) days after notice in writing thereof has been given to the Bank by the Bondholders/Trustee.

Notwithstanding anything contained to the contrary above, any action or exercise of any right or performance of any duty by the Trustee or the Bondholders in relation to any Events of Default as listed above, shall be subject to the provisions of the RBI Guidelines and/or the written instructions received from the RBI in this regard, which will have an overriding and binding effect on the Bond Holders. For avoidance of doubt, it is hereby clarified that nothing stated herein shall prejudice the rights of RBI, to provide for write off of the Bonds, in accordance with the RBI Guidelines.



c) **BANK CEASES TO CARRY ON BUSINESS**

If the Bank ceases with/without the consent of the Bond Holder(s) or threatens to cease to carry on its business or gives notice of its intention to do so.

d) **INABILITY TO PAY DEBTS**

If any proceeding for taking the Bank into liquidation or insolvency, either voluntarily or compulsorily, have been commenced or the Bank is voluntarily or involuntarily dissolved.

e) **SUPPLY OF MISLEADING INFORMATION**

Any information given by the Bank in the Issue Documents, the Transaction Documents and/or other information furnished and/or the representations and warranties given/deemed to have been given by the Bank to the Bond Holder(s)/Beneficial Owner(s) for availing financial assistance by way of subscription to the Bonds is or proves to be misleading or incorrect in any material respect or is found to be incorrect.

3.8. Consequences of Events of Default

- a) After the occurrence of an Event of Default under Clause 3.7 above, the Trustee shall send a notice to the Bond Holder(s) (along with a copy to the Bank) within 3 (three) days of the Event of Default by registered post/acknowledgement due or speed post/acknowledgement due or courier or hand delivery with proof of delivery and also through email as a text or as an attachment to email with a notification including a read receipt, and proof of dispatch of such notice or email, shall be maintained.
- b) The notice shall contain the following:
- (i) request for positive consent for signing of the ICA;
 - (ii) the time period within which the consent needs to be provided by the Bond Holder(s), viz. consent to be given within 15 days from the date of notice or such revised timelines as prescribed under Applicable Law; and
 - (iii) The date of meeting to be convened (which shall be within 30 days of the occurrence of Event of Default).

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

- c) The Trustee shall take necessary action of entering into the ICA or take any other action as decided in the meeting of Bond Holder(s) based on the decision of the Bond Holder(s) with Special Majority, including the decision of formation of a representative committee of the Bond Holder(s) to participate in the ICA or as may be decided in the meeting of Bond Holder(s). Such a committee, if decided to be formed, may comprise of the designated members representing the interest of the ISIN level Bond Holder(s) under the Bonds and be responsible to take decisions which shall be binding on the specific ISIN level Bond Holder(s) relating to ICA matters, or take any other action as may be decided by the Bond Holder(s), from time to time.
- d) The Trustee(s) may in accordance with the decision of the Bond Holder(s), sign the ICA and consider the resolution plan, if any, on behalf of the Bond Holder(s)/



Beneficial Owners in accordance with the requirements under the RBI guidelines, SEBI circulars, guidelines and other Applicable Laws.

- e) In case of default in payment of Coupon and/or principal redemption on the due dates as per the terms set out under the Issue Documents, additional interest at 2% p.a. over the Coupon Rate will be payable by the Issuer for the defaulting period. However, it is clarified that any non-payment of interest and / or principal on account of RBI Guidelines, Coupon Discretion, Loss Absorbency and other events of the Summary Term Sheet, shall not be deemed to be an event of default and no such default interest shall be payable.
- f) Nominee Director

Subject to the prior approval of the RBI and Department of Financial Services, Ministry of Finance, Government of India in accordance with the RBI Guidelines and other Applicable Laws, and without prejudice to the rights of the Bondholders and the Trustee under this Trust Deed, the Trustee shall have the right to appoint 1 (one) nominee director as per the SEBI (Debenture Trustees) Regulations, 1993, on the board of directors of the Bank (the "Nominee Director") in the event of:

- i. two consecutive defaults in payment of coupon to the Bondholders; or
- ii. default in redemption of the Bonds.

The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares. Subject to the prior approval of the RBI, the Bank shall appoint the Nominee Director forthwith, but not later than one month, on receiving a nomination notice from the Trustee. The Nominee Director shall be appointed on all key committees of the board of directors of the Bank. The costs for the appointment of such Nominee Director shall be borne by the Bank.



ARTICLE - IV
BANK'S COVENANTS

4.1. General Uudertakings/ Obligations

- 4.1.1. The Bank shall utilise the money received towards subscription of the Bonds for the Purpose.
- 4.1.2. The Bank shall request the Depository to provide a list of Beneficial Owner(s) showing (a) the name and address and the occupation, if any, of each Bank Holder, (b) the amount of the Bonds held by each Bond Holder distinguishing each Bond by its number and the amount paid or agreed to be considered as paid on those Bonds, (c) the date on which each person was entered in the list as a Bond Holder, (d) the date on which any person ceased to be a Bond Holder, and (e) the subsequent transfers and changes of ownership thereof, as at the end of day 1 day prior to the start of the book closure period or at the Record Date, as the case may be. This shall be the list which shall be considered for payment of interest and Redemption of Bonds. The Banks shall maintain the register of Bondholders, including addresses of the Bondholders, record of subsequent transfers and changes of ownership, with the Registrar which shall be open for inspection by the Trustee and the Trustee shall have the right to take copies thereof (presently Alankit Assignments Limited, 205/208, Anarkali Complex, Jhandewalan Extension, New Delhi-110055).
- 4.1.3. The Bank shall keep proper books of account as required by the Companies Act and make true and proper entries therein of all dealings and transactions of and in relation to the business of the Bank and keep the said books of account and all other books, registers and other documents relating to the affairs of the Bank at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Bank will ensure that all entries in the same relating to the business of the Bank shall at reasonable times be open for inspection of the Trustee and such person or persons, as the Trustee shall, from time to time, in writing for that purpose appoint.
- 4.1.4. The Bank shall upon reasonable prior written notice, permit officers and representatives of the Trustee to carry out technical, legal, or financial inspections and visit and inspect during normal business hours, the properties of the Bank, including the facilities, works, assets and buildings and to examine, inspect and make copies of the books of record and accounts of the Bank and take extracts thereof and discuss the affairs, finances and accounts of the Bank with, and be advised as to the same, by its officers. The cost of any such visit shall be borne by the Bank and the Bank shall at all times afford the Trustee access to its books.
- 4.1.5. The Bank hereby further agrees and undertakes that during the currency of this Deed it shall abide by the guidelines/ listing requirements, if any, issued from time to time by the Securities and Exchange Board of India (SEBI) and/or Reserve Bank of India (RBI) in relation to the Bonds, including without limitation the SEBI (Debenture Trustees) Regulation, 1993, SEBI Debt Regulations, SEBI (Listing Obligations and Disclosure Requirements) 2015 as amended from time to time and take steps as may be required from time to time.



- 4.1.6. **Recovery Expense Fund:** The Bank has already created the recovery expenses funds of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) with BSE in terms of the Regulation 15 (1) (h) of the SEBI (Debenture Trustees) Regulations, 1993 and Regulation 11 of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 and Trustee Master Circular, as applicable in the manner as may be specified by the SEBI from time to time. Further, the Issuer hereby agrees and undertake to comply with provisions of recovery expenses as per Applicable Laws. The Recovery Expense Fund shall be created to enable the Debenture Trustee to take prompt action in relation to the trigger of Event of default in accordance with the Transaction Documents and enforcement/ legal proceedings in relation to the Bonds.
- 4.1.7. The Bank hereby appoints the Trustee to be the lawful attorney of the Bank in the name and on behalf of the Bank to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Trustee be necessary or expedient that the Bank should execute, sign and do for the purpose of carrying out any of the trusts of obligations declared or imposed upon the Bank by these presents or of giving to the Bond Holder(s)/ Beneficial Owner(s) or to the Trustee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Bank in the exercise of all or any of the powers hereby conferred upon the Trustee or any Receiver appointed by them.
- 4.1.8. The Bank shall pay all such stamp duty as applicable on the Bonds and execution of this Deed and shall pay all such stamp duty (including any additional stamp duty, if any), other duties, Taxes, charges and penalties, if and when the Bank may be required to pay according to the laws for the time being in force and in the event of the Bank failing to pay such stamp duty, other duties, Taxes and penalties as aforesaid, the Trustee will be at liberty (but shall not be bound) to pay the same and the Bank shall reimburse the same to the Trustee on demand, within 10 (ten) Business Days of such demand.
- 4.1.9. As per the rule 18(7)(b)(i) of the Companies (Share Capital and Debentures) Rules, 2014, no Debenture Redemption Reserve is required to be created for debentures issued by banking companies for both public as well as privately placed debentures.
- 4.1.10. Where the Bank fails to execute the Debenture Trust Deed within the period specified as per SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, without prejudice to any liability arising on account of violation of the provisions of the Act and these regulations, the Bank shall also pay interest of two percent per annum or such other rate, as specified by the Board to the holder of debt securities, over and above the agreed coupon rate, till the execution of the Debenture Trust Deed.

4.1.11. **Grievance Redressal**

During the effectiveness of the Deed, the Bank shall promptly and expeditiously attend to and redress the grievances, if any, of the Bondholders. The Bank further undertakes that it shall consider the suggestions and directions that may be given in this regard, from time to time, by the Trustee and shall advise the Trustee periodically of the compliance.



4.1.12. The Bank hereby further agrees and undertakes that during the currency of this Deed it shall abide by the guidelines/listing requirements if any, issued from time to time by the Securities and Exchange Board of India (SEBI)/Reserve Bank of India (RBI).

4.1.13. The Bank shall maintain a Register of debenture holders including addresses of the debenture holders, record of subsequent transfers and changes of ownership. During the effectiveness of the Deed, the Bank shall comply with all guidelines/directions issued by any regulatory authority in relation to the Issue.

Information Covenants

4.1.14. The Bank shall furnish to the Trustee such information as required under the applicable laws (including copies of the reports, balance sheets, profit and loss accounts etc.) as may be reasonably required by the Trustee for the effective discharge of its duties and obligations.

4.1.15. The Bank shall inform the Trustee (if required under Applicable Laws):

- a. prior to declaring or distributing interest;
- b. before any change in nature and conduct of its business;
- c. of any significant changes in the composition of its Board of Directors or any change in composition of its Board of Directors (when such change may lead to change in control as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and
- d. any amalgamation, merger or reconstruction scheme proposed by the Bank.

4.1.16. The Bank shall furnish to the Trustee, on a quarterly basis, quarterly report containing the following particulars:

- a. updated list of the names and addresses of the Bondholders;
- b. details of interest due but unpaid and reasons thereof; and
- c. The number and nature of grievances received from the Bondholders and (A) resolved by the Issuer, and (B) unresolved by the Issuer and reasons for the same.

4.1.17. The Bank shall give to the Trustee or its nominee(s) such information/copies of relevant extracts as may be required to be furnished by the Bank under the SEBI (Debt Trustees) Regulations, 1993, SEBI Debt Regulations, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other SEBI/statutory regulations (in each case, as amended or replaced from time to time), to the extent applicable to the Bank. It is hereby clarified that the Trustee shall have the right to inspect the registers of the Issuer and to take copies and extracts thereof (in accordance with Applicable Laws).

4.1.18. The Bank shall also furnish to the Trustee a half yearly certificate regarding compliance with all covenants, in respect of listed non-convertible debt securities, by the Statutory auditor, along with half yearly financial results in terms of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time.



- 4.1.19. The Bank shall on quarterly basis submit to Debenture Trustee a certificate by its statutory auditor regarding compliance with the financial covenants in relation to the Bonds.³
- 4.1.20. The Bank shall submit such information as required by the Trustee, as per the Companies (Share Capital and Debentures) Rules, 2014.
- 4.1.21. The Bank shall promptly inform the Trustee if it has notice of any order of winding up by the Central Government.
- 4.1.22. The Bank shall within 15 (fifteen) days from the end of every half year (i.e. April 15 and October 15), submit a statement, to the stock exchange, where the Bonds are listed, as well as to the Depository containing data in the format as prescribed in the SEBI (Issue and Listing of Non-Convertible Securities) Regulations 2021:
- i. In case there is any modification in terms or structure of the issue viz. change in terms of payment, change in interest pay-out frequency etc.as specified above, the Bank shall, forthwith, inform the same to the Depository;
 - ii. Issuer shall intimate to the stock exchanges, depositories and debenture trustees the status of payment of debt securities within one working day of payment/ redemption date;
 - iii. While intimating the status of payment to debenture trustee(s), Issuer shall also intimate to the Debenture Trustee(s) that they have informed the status of payment or otherwise to the stock exchanges and depositories;
- 4.1.23. The Bank undertakes to provide all such assistance to the Debenture Trustee as may be required including relevant documents/ information, as applicable, to enable the Debenture Trustee(s) to conduct continuous and periodic due diligence and monitoring of compliance with covenants, in the manner specified by SEBI from time to time. In this regard, in accordance with the Trustee Master Circular, the Bank undertakes and agrees to provide all relevant documents/information, as applicable, to enable the Debenture Trustee to submit the required reports/certifications to the stock exchange in accordance with the Trustee Master Circular, as amended, updated, modified or restated from time to time.
- 4.2. Negative Covenants**
- 4.2.1. The Bank shall so long as the Bonds are outstanding, not declare any dividend to the shareholders in any year until the Bank has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Bonds.



³ In light with Chapter VI 2.1 of the Trustee Master circular.
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ARTICLE – V

REPRESENTATIONS AND WARRANTIES

5.1. BANK'S REPRESENTATIONS AND WARRANTIES

5.1.1. The Bank hereby represents and warrants with reference to the facts and circumstances as on the date hereof as follows:

- a. it is a Bank duly incorporated and validity existing under the law of its jurisdiction of incorporation;
- b. the obligations expressed to be assumed by it in each of the Transaction Documents to which it is a party are subject to any general principles of law, limiting its obligations;
- c. it has/will have the power to enter into perform and deliver and has taken all necessary action to authorize its entry into performance and delivery of the Transaction Documents to which it is a party;
- d. the entry into and performance by it of and the transaction contemplated by the Transaction Documents to which it is a party do not and will not conflict with:
 - i. any applicable law binding upon it or its assets or its constitutional documents;
 - ii. any agreement or instrument binding upon it or any of its obligations under agreements or instruments entered into for availing of any financial indebtedness.
- e. all resolutions, consents and Government approvals required or desirable:
 - i. to enable it lawfully to enter into, exercise its rights and comply with transaction contemplated by Transaction documents to which it is a party; and
 - ii. to enable it to carry on its business trade and ordinary activities have been obtained or effected and are in full force and effect.
- f. that all the necessary disclosures have been made in the Issue Documents, including but not limited to statutory and other regulatory disclosures. The Bank further states that the investors should carefully read and note the contents of the the Issue Documents. Each prospective investor is required to make its own independent assessment of the merit of the investment in Bonds. Investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations in relation to subscription of the Bonds;
- g. the Bank has complied with and will comply with all applicable provisions of the Companies Act and all other applicable laws in respect of the Bonds and their issuance;
- h. the Trustee does not ipso facto have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested for the Bonds;
- i. the Bank has not taken any action for its winding up, dissolution, administration reorganization or for appointment of receiver, administrator of the Bank or all or any of its assets or undertakings;
- j. the Bank shall provide to the Trustee a true complete and correct copy of each of the Transaction Documents in effect or required to be in effect as



- of the date hereof; and
- k. there is no litigation proceeding or dispute pending or threatened against the bank in the knowledge of the Bank, the adverse determination of which would substantially affect the Bank's ability to redeem the Bonds or have a materially adverse effect on the financial condition of the Bank.

5.2. DEBENTURE TRUSTEE'S REPRESENTATIONS AND WARRANTIES

5.2.1. The Debenture Trustee represents and warrants with reference to the facts and circumstances as on the date hereof.

- a. It is a company duly organized validly existing and in good standing under the laws of India and has full corporate power and authority to execute and deliver this Deed and to complete the transactions contemplated hereby and that the signatories to this Deed on its behalf have the necessary power and authority for executing and delivering this Deed.
- b. The execution, delivery and completion of this Deed hereby or compliance by it with any of provisions within its knowledge and belief does not:
- i. conflict or result in any breach of any provisions of its Memorandum or Articles of Association;
 - ii. result in a violation or breach of any of the terms conditions or provisions of any contract or obligation to which it is a party or by which it or any of its properties or assets may be bound; or
 - iii. violate any applicable law or any order writ injunction decree statute rule or regulation applicable to it.
- c. The Debenture Trustee:
- i. is not an associate of the Bank;
 - ii. does not beneficially hold shares in the Bank;
 - iii. is not a promoter, director or key managerial personnel or any other officer or an employee of the Bank or its holding, subsidiary or associate company;
 - iv. is not beneficially entitled to moneys which are to be paid by the Bank otherwise than as remuneration payable to it in relation to the Bonds;
 - v. is not indebted to the Bank or its subsidiary or its holding or associate company or a subsidiary of such holding company;
 - vi. has not furnished any guarantee in respect of the principal debts secured by the Bonds or interest thereon;
 - vii. does not have any pecuniary relationship with the Bank amounting to 2% or more of its gross turnover or total income or Rs. 50,00,000 (Rupees fifty lakh only) or such higher amount as may be prescribed whichever is lower during the two immediately preceding financial years or during the current financial year;
 - viii. is not a relative of any promoter or any person who is in the employment of the Bank as a director or key managerial personnel;
 - ix. is not likely to have conflict of interest in any other manner.



ARTICLE – VI
WAIVER

- 6.1. The Trustee may, with the consent of all the Bond Holder(s)/ Beneficial Owner(s), at any time, waive on such terms and conditions as it shall seem expedient, any breach by the Bank of any of the covenants and provisions in these presents contained without prejudice to the rights of the Trustee or the Bond Holder(s)/ Beneficial Owner(s) in respect of any subsequent breach thereof.
- 6.2. Notwithstanding the aforesaid, where the Trustee determines such breach to be of a formal, negligible, minor or technical nature, the Trustee may, at any time, without prejudice to the rights of the Trustee in respect of any subsequent breach thereof, waive on such terms and conditions as it shall deem expedient any such breach by the Issuer.
- 6.3. The Trustee shall concur with the Bank in making any waivers in these presents which in the opinion of the Trustee shall be expedient to make; provided that the waiver has been approved in writing by Majority Bond Holders, the Trustee shall give effect to the same by executing necessary supplemental deed(s) to these presents.

ARTICLE -VII
PROVISIONS FOR MEETING OF BONDHOLDERS AND OTHER PROVISIONS
IN RELATION TO BONDS

- 7.1. The provisions set out in Schedule I hereto shall apply to the meetings of the Bondholders.
- 7.2. The Bonds shall not, except as provided in the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and to the extent applicable to Punjab National Bank, confer upon the Bond Holders any rights or privileges available to the members of the Issuer including the right to receive notices or annual reports of, or to attend and/or vote, at the general meeting of the Issuer.
- 7.3. The Bank shall, without the approval of the Trustee or the Bondholders, be entitled to, to make further issue(s) of Bonds, raise further loans and advances and/or avail further deferred payment guarantees or, provide corporate guarantees/comforts or avail any other financial facilities from time to time from such persons/ banks/ financial institutions or body corporate/ any other agency as it deems fit.



ARTICLE – VIII
NOTICES

8. NOTICES

8.1. Any notice, demand, request or other communication to be made or given under this Deed shall be in writing unless otherwise stated at the following addresses. Such notice, demand request or other communication shall be deemed to have been duly given or made when it shall be sent by any of the following means: (a) delivered personally, or (b) sent by facsimile transmission, or (c) sent by registered mail with acknowledgment due, postage prepaid, or (d) sent by e-mail. The address for service of each of the Parties are as follows-

For the Debenture Trustee

AXIS TRUSTEE SERVICES LIMITED

Attention: Mr. Anil Grover

Address: The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar west, Mumbai – 400028

Telephone: 022 - 62300451

Email: debenturetrustee@axistrustee.in

: teamalpha@axistrustee.in

For Bank

PUNJAB NATIONAL BANK

Attention: Mr. Ekta Pasricha, Company Secretary

Address: Share Department (Corporate Head Office), Plot no 4 Sector 10 Dwarka, New Delhi-110075 Ph no.: 011-28073025

Email: hosd@pnb.co.in

- 8.2. Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
- 8.2.1. if by way of personal delivery, when delivered; or
- 8.2.2. if by way of facsimile, when the sender receives a receipt indicating proper transmission; or
- 8.2.3. if by way of letter, 3 (Three) Business Days after it has been deposited in the post (by registered post, with acknowledgment due), postage prepaid in an envelope duly addressed to the addressee; or
- 8.2.4. if by way of e-mail, when received in legible form and subject to such e-mail being followed up with a written letter / facsimile.
- 8.3. Notwithstanding anything to the contrary contained hereinabove, any communication or document to be made or delivered to the Trustee will be effective only when actually received by the Trustee.
- 8.4. Any notice given under or in connection with any Transaction Document must be in English.
- 8.5. Any Party to this Deed may modify or alter the details for notices to be served on such Party, by giving a prior written notice of 5 (Five) Business Days, addressed to all other Parties.
- 8.6. Any notice, demand, request or other communication may be served by the Bank or the



Trustee upon the holder(s)/owner(s) of any Bonds issued under these presents by way of e-mail at their addresses provided by the Bank or sending through post in prepaid letter addressed to such Bond Holder(s)/ Beneficial Owner(s) at their registered address and any notice, demand, request or other communication so sent by email or post, shall be deemed to have been duly served on receiving a delivery notification of the email or the third day following the day on which it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into post box.

8.7. Where a document is sent by post, service thereof shall be deemed to be effected by properly addressing and prepaying and posting a letter containing the document provided that if intimation has been given in advance that the documents should be sent under a certificate of posting or by registered post with or without acknowledgement due and a sum sufficient to defray the expenses has been deposited, service of the document shall not be deemed to be effected unless it is sent in the manner so intimated by the Bond Holder(s)/ Beneficial Owner(s).

8.8. Any communication made to the Bond Holders under the provisions of this Deed or any other Transaction Documents by the Trustee may be made by electronic media, press-release and placing notice on its website.

8.9.E-Mail/Fax Indemnity:

8.9.1. The Bank understands and acknowledges that there are inherent risks involved in sending the instructions/ communications/ documents to the other Parties via facsimile, untested telexes and faxes, cable or emails and hereby agrees and confirms that all risks shall be fully borne by the Bank and the Bank assumes full responsibility for the same.

8.9.2. The Bank shall not hold the Trustee liable for any losses or damages including legal fees arising upon the Trustee performing or non-performing or any delay /default in performing any act, wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Trustee considering the mode in which the same was conveyed.

8.9.3. The Trustee shall not be bound to act in accordance with the whole or any part of the instructions or directions contained in any email or any other electronic mode of communication and may in its sole discretion and exclusive determination, decline or omit to act pursuant to any such instruction, or defer acting in accordance with any such instruction if the Trustee has doubts about the contents, authorization, origination of the said instruction or if the Trustee is of the view that the said instruction has been fraudulently sent or mistakenly written and sent or has been altered and sent and the same shall be at the Bank's risk and the Trustee shall not be liable for the consequences of any such refusal or omission to act or deferment of action; and



ARTICLE -IX
MISCELLANEOUS

9.1.1. GOVERNING LAW AND JURISDICTION

- a. This Deed is governed by and shall be construed in accordance with the laws of India.
- b. Any disputes, differences between the Company and the Debenture Trustee (acting for itself and in its individual capacity) and arising out of or in connection with the activities of the Debenture Trustee in the securities market (acting for itself and in its individual capacity) shall be settled through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 (“**SEBI ADR Procedures**”), if the resolution of the Dispute through the SEBI ADR Procedures is mandatory under Applicable Law, or applicable to the Parties under Applicable Law in connection with the Issue.

Save and except for the disputes, differences between the Company and the Debenture Trustee arising out of or in connection with the activities of the Debenture Trustee in the securities market as provided in Clause 9.1.1(b) above, the courts and tribunals of [Mumbai] shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Transaction Documents (including a dispute regarding the existence, validity or termination of this Agreement) and the Debentures, and that accordingly any suit, action or proceedings arising out of or in connection with the Transaction Documents and/or the Debentures may be brought in such courts and tribunals.

- c. The Issuer agrees that the courts and tribunals of [Mumbai] are the most appropriate and convenient courts and tribunals to settle disputes and accordingly that the Issuer will not argue to the contrary. The Issuer irrevocably waives: (A) any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals in [Mumbai], and (B) any claim that any such Proceedings have been brought in an inconvenient forum. The Issuer irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals in [Mumbai] shall be conclusive and binding upon it and may be enforced in the courts and tribunals of any other jurisdiction (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

9.2. OTHER TERMS

- 9.2.1. **Entire Deed:** Except as otherwise agreed to in writing, this Deed represents the entire understanding between the Parties and shall supersede



any previous agreement or understanding between the Parties in relation to all or any such matter contained herein.

- 9.2.2. Partial Invalidity:** If, at any time, any provision of this Deed or any other Transaction Documents is or becomes illegal, invalid or unenforceable in any respect under any Applicable Law, neither the legality, validity or enforceability of the remaining provisions, to the extent severable, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. Following the determination that any provision of these presents is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores these presents as nearly as possible to its original intent and effect.
- 9.2.3. Remedies and Waivers:** No failure to exercise, nor any delay in exercising, on the part of the Trustee, any right or remedy in accordance with the Transaction Documents upon the occurrence of an Event of Default in accordance with the Transaction Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 9.2.4. Authority to sign Deed:** Each signatory to this Deed represents and warrants that he is duly authorised by the Party for and on whose behalf he is signing this Deed to execute the same in a manner binding upon the said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly obtained and complied with.
- 9.2.5. Counterparts:** This Deed may be executed in two counterparts, each in the like form and both of which when taken together shall constitute one and the same document, and any Party may execute this Deed by signing any one or more such documents or counterparts.
- 9.2.6. Variation/Modification:** The Trustee shall concur with the Bank in making any modifications to, or waiver in these presents which in the opinion of the Trustee shall be expedient to make; provided that the modification/ waiver has been approved in writing by Majority Bond Holders, the Trustee shall give effect to the same by executing necessary supplemental deed(s) to these presents.
- 9.2.7. Rights of the Bondholders:** Notwithstanding anything to the contrary contained elsewhere, in the event the Bond Holders are unable to exercise any rights available to it under this Deed and/or under any other Transaction Documents in full owing to any Applicable Law or regulation in force, then the Bond Holders shall be entitled to the exercise of any such right under this Deed and/or any other Transaction Documents to the limited extent permissible under Applicable Law. Provided however, that on the revocation, removal or diminution of the Applicable Law or provisions, as the case may be, by virtue of which any right of the Bond Holders pursuant to this Deed and/or any other Transaction Documents was limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the Applicable Law or provisions revoked. The Bank represent and warrant that there are no other agreements or understanding subsisting



as of date in respect of the management, granting any rights or any of them as of date involving the Bank.

- 9.2.8. Further Assurances:** The Bank agrees to do all such further and other things, execute and deliver all such additional documents, to give full effect to the terms of this Deed. The Parties undertake that they will do or procure to be done all such further acts and things, execute or procure the execution of all such other documents and exercise all rights and powers available to it in relation to any Person so as to ensure the fulfilment, observance and performance of all the provisions of this Deed and generally that full effect is given to the provisions of this Deed.
- 9.2.9. Stamp Duty:** Each Party agrees that this Deed is subject to a stamp duty as applicable and as has been paid on this Deed and each Party hereby irrevocably waives any defence to its admission in evidence that this Deed is inadequately stamped.
- 9.2.10. Effectiveness of the Deed -** This Deed shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Bonds have been fully paid-off or written-off, as per the terms of the Issue Documents.
- 9.2.11. Disclosures:** The Issuer confirms that necessary disclosures in accordance with the regulatory requirements have been made in the Issue Documents, as provided/to be provided to the Investors. It is understood and acknowledged that the Investors deem to have carefully read and noted the contents of the Issue Documents; the Bondholders have made their own independent assessment, evaluation and judgment of the merit of investment in the Bonds and the Issuer by consulting their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Bonds and also possess the appropriate resources to analyse such investments and suitability of such investment to such Investor's particular circumstance and are believed to be experienced in investing in debt markets and are able to bear the economic risk of investing in such instruments.

THE FIRST SCHEDULE ABOVE REFERRED TO

PROVISIONS FOR THE MEETINGS OF THE BOND HOLDER(S)/BENEFICIAL OWNER(S)

The following provisions shall apply to the meetings of the Bond Holder(s)/the Beneficial Owner(s):-

1. The Trustee or the Bank may, at any time, and the Trustee shall call or cause to be called by the Bank, at the request in writing of the holder(s)/owner(s) of Bonds representing not less than one-tenth in value of the nominal amount of the Bonds for the time being outstanding or the happening of any event, which constitutes a breach or default or breach of covenants (as specified in the Issue Documents and/or this Deed) or which in the opinion of the Trustee affects the interest of the Bond Holders, convene a meeting of the holder(s)/owner(s) of the Bonds. Any such meeting shall be held at such place in



the city where the registered office of the Bank is situated or at such other place as the Trustee shall determine.

2. The meetings of the holder(s)/owner(s) of Bonds can also be conducted by video conferencing / audio visual mechanism. If E-voting facility is provided, if applicable subject to compliance with regulatory guidelines, the Trustee may seek the consent of Bond holders through e-voting, wherever applicable.
3. (i) A meeting of the Bond Holder(s)/the Beneficial Owner(s) may be called by giving not less than twenty-one days' notice in writing.

(ii) A meeting may be called after giving shorter notice than that specified in sub-clause (i) if consent is accorded thereto by Majority Bond Holders.
4. (i) Every notice of a meeting shall specify the place, day and hour of the meeting and shall contain a statement of the business to be transacted thereat.

(ii) Notice of every meeting shall be given to: -
 - (a) the Bond Holder(s)/the Beneficial Owner(s) in the manner provided in the Trust Deed;
 - (b) the persons entitled to a Bond in consequence of death or insolvency of a Bond Holder(s)/the Beneficial Owner(s), by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which might have been given if the death or insolvency had not occurred; and
 - (c) the auditor or auditors of the Bank.

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighbourhood of the registered office of the Bank, the statement of material facts referred to in section 102 of the Companies Act, need not be annexed to the notice as required by that section but it shall be mentioned in the advertisement that the statement has been forwarded to the Bond Holder(s)/the Beneficial Owner(s).

5. The accidental omission to give notice to, or the non-receipt of notice by any Bond Holder(s)/the Beneficial Owner(s) or other person to whom it should be given shall not invalidate the proceedings at the meeting.
6. (i) There shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the



nature of the concern or interest, if any, therein of every director, the manager, key managerial person if any, of the Bank:

Provided that where any item of business as aforesaid to be transacted at a meeting of the Bond Holder(s)/the Beneficial Owner(s) relates to, or affects, any other Bank the extent of shareholding interest in that Bank of every director, and the manager, key managerial person if any, of the first mentioned Bank shall also be set out in the statement if the extent of such shareholding interest is not less than two per cent of the paid-up share capital of that other Bank.

- (ii) Where any item of business consists of approval to any document by the meeting, the document shall be annexed to the notice and, the time and place where the document can be inspected shall be specified in the statement aforesaid.
7. Two Bond Holder(s)/Beneficial Owner(s), personally present shall be the quorum for the meeting of the Bond Holder(s)/Beneficial Owner(s) and provisions of following sub-clause shall apply with respect thereto. If there is a single Bond Holder(s)/the Beneficial Owner(s) it shall constitute a valid quorum. If, within half an hour from the time appointed for holding a meeting of the Bond Holder(s)/the Beneficial Owner(s), a quorum is not present, the meeting, if called upon the requisition of the Bond Holder(s)/the Beneficial Owner(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 Trustee may determine and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the holding of the meeting, the Bond Holder(s)/Beneficial Owner(s) present shall be a quorum.
 8.
 - (i) The nominee of the Trustee shall be the Chairman of the meeting and in his absence the Bond Holder(s)/ the Beneficial Owner(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, the Chairman elected on a show of hands exercising all the powers of the Chairman under the said provisions.
 - (iii) If some other person is elected Chairman as a result of the poll, he shall be Chairman for the rest of the meeting.
 9. The Trustee and the directors of the Bank and their respective Solicitors/Advocates may attend any meeting but shall not be entitled as such to vote thereat.
 10. 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.

11. Before or on the declaration of the result on voting on any resolution on a show of hands a poll may be ordered to be taken by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by the holder(s) of Bonds representing not less than one-tenth of the nominal amount of the Bonds for the time being outstanding present in person or by proxy.
12. (i) A poll demanded on a question of adjournment shall be taken forthwith
(ii) A poll demanded on any other question (not being a question relating to the election of a Chairman) shall be taken at such time not being later than forty-eight hours from the time when the demand was made as the Chairman may direct.
13. At every such meeting each Bond Holder(s)/the Beneficial Owner(s) shall, on a show of hands, be entitled to one vote only, but on a poll he shall be entitled to one vote in respect of every Bond of which he is a holder in respect of which he is entitled to vote.
14. (i) Any Bond Holder(s)/the Beneficial Owner(s) entitled to attend and vote at the meeting shall be entitled to appoint another person (whether a Bond Holder(s)/ the Beneficial Owner(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 a Bond Holder(s)/the Beneficial Owner(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 a Bond Holder(s)/the Beneficial Owner(s).
(iii) The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarised certified copy of the power of attorney shall be deposited at the Registered Office of the Bank not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default, the instrument of proxy shall not be treated as valid.
(iv) The instrument appointing a proxy shall: -
 - (a) be in writing; and
 - (b) be signed by the appointer or his attorney duly authorised in writing, or if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.
- (i) The instrument appointing a proxy shall be in any of the form set out at the foot of Annexure "D" to The Companies (Central Government's) General Rules and Forms, 1956 and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Constitutional Documents.



- (vi) Every Bond Holder(s)/Beneficial Owner(s) entitled to vote at a meeting of the Bond Holder(s)/Beneficial Owner(s) of the Bank on any resolution to be moved there at shall be entitled during the period beginning twenty four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Bank, provided not less than three days' notice in writing of the intention so to inspect is given to the Bank.
- (vii) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Bond in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Bank 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 Bond Holder(s)/ Beneficial Owner(s), a Bond Holder(s)/Beneficial Owner(s) entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
16. When a poll is to be taken, the Chairman shall appoint any person to act as the scrutiner to scrutinise the votes given on the poll and to report thereon to him. The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutiner from office and to fill vacancies in the office of scrutiner arising from such removal or from any other cause.
- (i) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
- (ii) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
17. In the case of joint Bond Holder(s)/Beneficial Owner(s), the vote of the first Bond Holder who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the other joint holder or holder(s)/owner(s). In case of absence of first Bond Holder, the second or third Bond Holder, as the case may be, shall be eligible to vote.
18. The Chairman of a meeting of the Bond Holder(s)/Beneficial Owner(s) may, with the consent of the, 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.
19. 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 to which he may be entitled to as a Bond Holder(s)/Beneficial Owner(s).



20. 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.
21. 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.
22. The Bond Holder(s)/Beneficial Owner(s) shall *inter alia* have the following powers exercisable in a meeting in the manner hereinafter specified: -
- (i) Power to sanction any compromise or arrangement proposed to be made between the Bank and the Bond-holder(s)/Beneficial Owner(s).
 - (ii) Power to sanction any modification, alteration or, abrogation of any of the rights of the Bond Holder(s)/ Beneficial Owner(s) against the Bank or other properties whether such right shall arise under this Deed or the Bonds or otherwise.
 - (iii) Power to assent to any scheme for reconstruction or amalgamation of or by the Bank whether by sale or transfer of assets under any power in the Bank's constitutional documents or otherwise under the Act or provisions of any law.
 - (iv) Power to assent to any modification of the provisions contained in this Deed and to authorise the Trustee to concur in the execution of any supplemental deed embodying any such modification.
 - (v) Power to remove the existing Trustee and to appoint new Trustee in respect of the trust created hereunder.
 - (vi) Power to give any direction, sanction, request or approval which under any provision of this Deed is required to be given by a Special Resolution.
23. The powers set out in paragraph 22 hereof above, shall be exercisable by a Special Resolution passed at a meeting of the Bond-holder(s)/Beneficial Owner(s) duly convened and held in accordance with provisions herein contained and carried by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded by a majority representing not less than three-fourths in value of the votes cast on such poll. Such a Resolution is herein called "**Special Resolution**".
24. A resolution, passed at a meeting of the Bond-holder(s)/Beneficial Owner(s) duly convened and held in accordance with these presents shall be binding upon all the Bond Holder(s)/ Beneficial Owner(s) whether present or not, at such meeting and each of the Bond Holder(s)/Beneficial Owner(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 intentions being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.



25. Minutes of all resolutions and proceedings at every such meeting as aforesaid shall be made and duly entered into books from time to time provided for the purpose by the Trustee at the expenses of the Bank and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in-respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken.
26. Notwithstanding anything herein contained, it shall be competent to all the Bond Holder(s)/Beneficial Owner(s) to exercise the rights, powers and authorities of the Bond-holder(s)/Beneficial Owner(s) under this Deed by a letter or letters signed by or on behalf of the holder or holder(s)/owner(s) of at least sixty percent in value of the Bonds outstanding without convening a meeting of the Bond Holder(s)/Beneficial Owner(s) as if such letter or letters constituted a resolution or a special resolution, as the case may be passed at a meeting duly convened and held as aforesaid and shall have effect accordingly.
27. For the purpose of calculating the required percentage for any resolution under this Deed, the Bondholders who are present and voting shall be considered.
28. **SEBI Master Circular for Debenture Trustee**
- (a) If any meeting of the Bond Holders is proposed to be conducted in respect of any matter prescribed in the Trustee Master Circular, the provisions of this paragraph 28 shall apply.
- (b) Any notice for a meeting in respect of the SEBI Master Circular for Debenture Trustee shall contain the details prescribed in the SEBI Master Circular for Debenture Trustee, including without limitation, positive consent for signing the ICA, the time period within which the consent needs to be provided, and the date of meeting to be convened.
- (c) The provisions of this Schedule (applicable to meetings of the Bond Holders) shall apply in respect of any meeting that is conducted under this paragraph 28.
- (d) Any action of the Trustee in respect of the occurrence of an Event of Default and the application of the Trustee Master Circular shall be in accordance with the decision of the Bond Holders taken at any meeting convened in accordance with this paragraph 28, subject to the exceptions (if any) set out in the Trustee Master Circular.

For the purposes of a meeting convened in accordance with this paragraph 28, in accordance with the Trustee Master Circular, all decisions shall require the consent of 75% (seventy-five percent) of the Bond Holders (by value) and 60% (sixty percent) of the Bond Holders (by number).



THE THIRD SCHEDULE ABOVE REFERRED TO
PART B
ACCOUNT BANK CONSENT LETTER

IN WITNESS WHEREOF the common seal of the Bank has been hereunto affixed and the Trustee have caused these presents to be executed by their authorised official(s) on the 22nd March 2024 first hereinabove written in the manner hereinafter appearing.

The Seal of **PUNJAB NATIONAL BANK** has been hereunto affixed pursuant to the resolution of its Board of Directors passed on the 29.03.2023 in the presence of K.K Tarania who has signed these presents in token thereof in the presence of:

1. Nikhil Nikunj, Chief Manager
2. Deepak Sethi , Sr Manager



For **PUNJAB NATIONAL BANK**


General Manager
Treasury Division, BKC, Mumbai

SIGNED AND DELIVERED BY [**AXIS TRUSTEE SERVICES LIMITED**], in its capacity as the Trustee by the hand of its authorised official Mr. Viral Dedhia
In the presence of:

1. Yogesh Singh Rana, Deputy Manager
2. Subham Kumar, Manager



For Axis Trustee Services Limited


Authorized Signatory

