

324/11122

Wednesday, October 03, 2018

12:54 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 12645 दिनांक: 03/10/2018

गावाचे नाव: **मालाड**

दस्तऐवजाचा अनुक्रमांक: **बरल-१-11122-2018**

दस्तऐवजाचा प्रकार: **गहाणखत**

सादर करणाऱ्याचे नाव: - - आयडीबीआय ट्रस्टीशीप सर्विसेस ली तर्फे ऑथोराईज सिग्नेटरी अंमी मेहता

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1400.00

पृष्ठांची संख्या: 70

एकूण:

रु. 31400.00

दु. निबंधक बोरिवली 1

बाजार मुल्य: रु.0 /-

मोबा. ला. रु. 350000000000/-

भरलेले मुद्रांक शुल्क : रु. 1001500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006499381201819M दिनांक: 03/10/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 1400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0210201800846 दिनांक: 03/10/2018

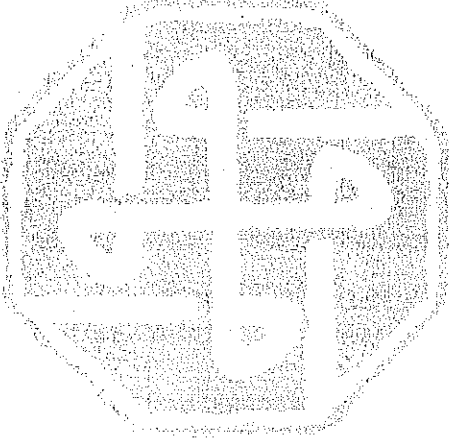
बँकेचे नाव व पत्ता:

मुळ दस्त व थंबनील प्रिंट प्राप्त झाली.

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON 04/10/2018

[Signature]



04/10/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 1

दस्त क्रमांक : 11122/2018

नोदणी :

Regn:63m

गावाचे नाव : मालाड

(1) विलेखाचा प्रकार	गहाणखत
(2) मोबदला	350000000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: सदनिका नं एफ 401, चौथा मजला, भूमी क्लासिक, लाईफ स्टाइल समोर, व्हिलेज मालाड, लिंक रोड, बोरीवली पश्चिम मुंबई 400064, डिबेंचर ट्रस्ट रकम 350000000000/- एडीजे/1100902/1912/2018, दिनांक 27/9/2018, भरलेले मुद्रांक 1001500/- इतर माहिती दस्तात नमूद केल्याप्रमाणे ((C.T.S. Number : 1406, F-1/B ;))
(5) क्षेत्रफळ	1) 340 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- - आयडीबीआय ट्रस्टीशीप सर्विसेस ली तर्फे ऑथोराईज सिग्रेटरी अॅमी मेहता वय:-29; पत्ता:-, तळ मजला, एशियन बिल्डींग, 17, आर. कमानी मार्ग, मुंबई, -, बाळागाटे, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400001 पॅन नं:-
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- - कोटक महिंद्रा इन्व्हेस्टमेंट ली तर्फे ऑथोराईज सिग्रेटरी हिरेन व्होरा वय:-38; पत्ता:-प्लॉट नं सी-27, -, 27 बी के सी, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा पु मुंबई, -, ब.ण. भवन, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400051 पॅन नं:-AAACH1075K 2): नाव:- - कोटक महिंद्रा इन्व्हेस्टमेंट ली तर्फे ऑथोराईज सिग्रेटरी विनोदकुमार हरवानी वय:-31; पत्ता:-प्लॉट नं सी-27, -, 27 बी के सी, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा पु मुंबई, -, ब.ण. भवन, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400051 पॅन नं:-AAAACH1075K
(9) दस्तऐवज करून दिल्याचा दिनांक	03/10/2018
(10) दस्त नोंदणी केल्याचा दिनांक	03/10/2018
(11) अनुक्रमांक, खंड व पृष्ठ	11122/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1001500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला
तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला
अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील
दस्तप्रकारानुसार आवश्यक नाही

b) When possession is not given

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of
document.

Details of this transaction have been forwarded by Email (dated 04/10/2018) toMunicipal
Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

१०/१०/२०१८

99992

DEBENTURE TRUST DEED CUM DEED OF MORTGAGE

EXECUTED BY AND BETWEEN

KOTAK MAHINDRA INVESTMENTS LIMITED
(COMPANY)

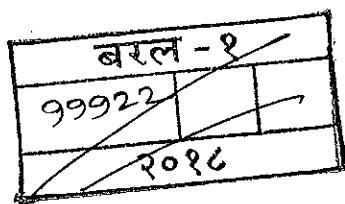
AND

IDBI TRUSTEESHIP SERVICES LIMITED
(DEBENTURE TRUSTEE)

DATED: 30 October, 2018

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0210201800846	Date 02/10/2018
Received from KOTAK MAHINDRA INVESTMENTS LTD, Mobile number 9820799677, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Borivali 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name BARB	Date 02/10/2018
Bank CIN 10004152018100200668	REF No. 97001839
This is computer generated receipt, hence no signature is required.	



बरल - १		
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२०१८		



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0210201800846

Receipt Date 03/10/2018

Received from KOTAK MAHINDRA INVESTMENTS LTD, Mobile number 9820799677, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered on Document No. 11122 dated 03/10/2018 at the Sub Registrar office Joint S.R. Borivali 1 of the District Mumbai Suburban District.

DEFACED

₹ 1400

DEFACED

Payment Details

Bank Name BARB

Payment Date 02/10/2018

Bank CIN 10004152018100200668

REF No. 97001839

Deface No 0210201800846D

Deface Date 03/10/2018

This is computer generated receipt, hence no signature is required.



बरल - १		
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२०१८		



CHALLAN
MTR Form Number-6



GRN MH 00 6499381 201819M		BARCODE		Date 25/09/2018-20:17:07		Form ID	
Department Inspector General Of Registration				Payer Details			
Registration Fees				TAX ID (If Any)			
Type of Payment Ordinary Collections IGR				PAN No.(If Applicable)			
Office Name BRL1_JT SUB REGISTRAR BORIVALI 1				Full Name		KOTAK MAHINDRA INVESTMENTS LTD	
Location MUMBAI				Flat/Block No.		AS PER MENTION IN THE DOCUMENT	
Year 2018-2019 One Time				Premises/Building			
Account Head Details		Amount In Rs.		Road/Street		0.00	
0030063301 Amount of Tax		30000.00		Area/Locality		MUMBAI	
				Town/City/District			
				PIN		4 0 0 0 5 1	
				Remarks (If Any)			
				PAN2--PN=IDBI TRUSTEESHIP SERVICES LTD--CA=			
Total		30,000.00		Amount In Words		Thirty Thousand Rupees Only	
Payment Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.	
				Bank Date		RBI Date	
Cheque/DD No.				Bank-Branch		PUNJAB NATIONAL BANK	
Name of Bank				Scroll No. , Date		Not Verified with Scroll	
Name of Branch							



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सधर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावेजांसाठी लागू आहे. नोंदणी न करतावयाच्या दस्तावेजांसाठी सदर चलन लागू नाही.
 Mobile No. : 9820799677

Make payment at any of the listed branches * of PUNJAB NATIONAL BANK handling GOVERNMENT OF MAHARASHTRA Business Before 02/10/2018

बरेल - १		
99922	3	00
२०१८		

-----Cut Here----- Bank Copy -----Cut Here-----

GRN	MH006499381201819M	Challan Date	25/09/2018	Challan Amount	30000.00
Party Name	KOTAK MAHINDRA INVESTMENTS LTD				
Amount In Words	Thirty Thousand Rupees Only				
Account Head Details			Payment Details		
Cheque-DD Details			Bank CIN	Ref. No.	03006172018092600019
			Bank Date	RBI Date	Not Verified with RBI
Cheque/DD No.			Bank-Branch		
Name of Bank			PUNJAB NATIONAL BANK		
Name of Branch			Scroll No. , Date		
			Not Verified with Scroll		

*Please see the list of branches on the HOME PAGE of GRAS site where you can make payment.



₹ 30000.00

Department ID : Mobile No. : 9820799677
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

पुनः न कंरावित्तिये न कंरावित्तिये सदर चन्द्र

१११२२	४	१००
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२०१८

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-324-11122	0003648503201819	03/10/2018-12:49:47	IGR190	30000.00
Total Defacement Amount					30,000.00

१) शासन परिपत्रक क्रमांक. २०००/९४/प्र.क्र.२५/म-१, दि. २४/३/२०००.

२) नो.म.नि.व.मु.नि., पुणे यांचे पत्र क्र. का-३/संगणक/मुद्रांक पावती दुरुस्ती/०६/३९९, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001
Office : COLLECTOR OF STAMP (BORIVALI), M.M.R.D.A BUILDING, 1st FLOOR,
BANDRA - KURLA COMPLEX, BANDRA (E) MUMBAI - 400 051.

0118203

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.:

Receipt Date :

Received From :

On Account of :

COLLECTOR OF STAMP BORIVALI

**Mode of
Payment**

**DD/PO/CHQ/
RBI-Challan No.**

Date

**Bank Name &
Branch**

**Area
Code**

**Amount
(In Rs.)**

ADJ FEE

103(II)



Case No.:

Lot No. CASH

Lot Date :

Total D.O. :

Rs.100

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	ADJ/1100902/1912/2018			
	5 OCT 2018 Hearing Date on :			



Rs.:

Rupees :

Cashier / Accountant

Signature / Designation,

बरल - १	
99922	400
Total :	2086

Rs. 100.00

ONE HUNDRED ONLY

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,
बांद्रा-कुर्ला संकुल, बांद्रा (पुर्व), मुंबई - 400051.

जा.क्र.अभि./आदेश /67/

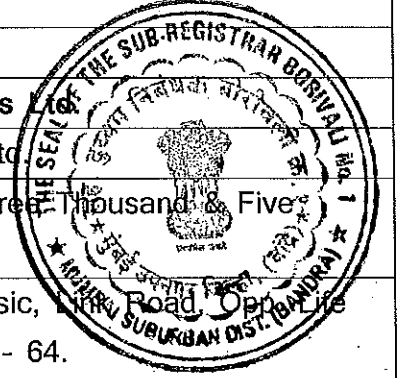
दिनांक 27 SEP 2018

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100902/1912/2018 अन्वये पक्षकार Kotak Mahindra Investments Ltd. यांनी दिनांक 06/09/2018 रोजी Debenture Trust Deed चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे

Date of Execution	---	Unexecuted
Nature of Document	----	Debenture Trust Deed
Company	----	Kotak Mahindra Investments Ltd.
Debenture Trustee	---	IDBI Trusteeship Services Ltd.
Loan Amount	----	Rs.3500,00,00,000/- (Rs. Three Thousand & Five Hundred Cores Only)
Mortgage Property	---	Flat No.F/401, Bhoomi Classic, Road, Opp. Life Stayle, Malad (W), Mumbai - 64. CTS No.1406 F-1/B, Village - Malad, Taluka - Borivali.



अभिनिर्णया करीता सादर केलेला दस्त हा Debenture Trust Deed cum Deed of Mortgage चा असून सदरील दस्त निष्पादीत झालेला नाही. सदरील कंपनीने वेगवेगळ्या बँका / कंपन्यांकडून कर्ज घेतलेले असून त्याबाबत तारण म्हणून आपल्या कंपनीची स्थावर मालमत्ता दिलेली आहे. वेगवेगळ्या बँका / कंपन्या सोबत वेगवेगळे दस्त न करता सदरील कर्जाच्या रकमेकरीता त्यांनी IDBI Trusteeship Services Ltd. यांना Trustee म्हणून नियुक्त केलेले असून कर्ज घेणारी कंपनी व Trustee यांचेमध्ये कर्जाच्या रकमेकरीता हा दस्त निष्पादीत करण्यात येणार आहे.

कर्जाच्या रकमेकरीता तारण म्हणून दिलेल्या स्थावर मालमत्तेचा ताबा हा बँका / कंपनी किंवा Trustee यांचेकडे देण्यात आलेला नसून तो ताबा हा सदरील कर्ज घेणारी कंपनीकडेच आहे असे दस्तामधील पान क्र.13 वर नमुद केलेले आहे. तसेच Trustee व कर्ज घेणारी कंपनी या दोघांनीही तारण म्हणून दिलेल्या मालमत्तेचा ताबा दिलेला नाही व बँकेने घेतलेला नाही अश्या स्वरूपाचे बंधपत्राचे दस्त सादर केलेले आहेत. यावरून तारण दिलेल्या मालमत्तेचा ताबा हा बँकेकडे देण्यात आलेला नसून तो कंपनीकडेच आहे असे दिसते.

सबब दस्तामधील पान क्र.13 वरील नमुद माहिती तसेच दोघांचेही बंधपत्र दस्त विचारात घेता सदरील दस्तावर मुंबई मुद्रांक अधिनियम 1958 चे अनुच्छेद 40 (b), 35, 48 नुसार खालील प्रमाणे मुद्रांक शुल्क देय आहे.

कृपया मागे पहा.

Amount of Debentures	Articles	Stamp Duty
Rs.3500,00,00,000/-	40 (b), 35, 48	Rs.10,01,000/-
For Security Sharing Agreement	5 (h) (b)	Rs.500/-
		₹.10,01,500/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहितीच्या आधारे खालील प्रमाणे अंतिम आदेश पारित करित आहे.

अंतिम आदेश

- अभिनिर्णयाकरीता सादर केलेल्या संलेंखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 40 (b), 35, 48, 5 (h) (b) नुसार मुद्रांक शुल्क ₹.10,01,000/- देय असल्याबाबत जा.क्र.अभि./आदेश/4884/18 दिनांक 25/09/2018 अन्वये आदेश पारित करण्यात आले होते. यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याचे दिनांक 26/09/2018 रोजी विरूपित केलेल्या चलना वरून दिसून येत असल्याने दिनांक 25/09/2018 रोजीचा आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.
- प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, बोरीवली हे जबाबदार राहणार नाहीत.
- एकुण पाने 1 ते 46 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

दिनांक 27 SEP 2018

(Signature)

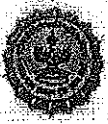
(विकास नाईक)

मुद्रांक जिल्हाधिकारी, बोरीवली.

प्रति	Kotak Mahindra Investments Ltd.
पत्ता	Office at - 27 BKC, C27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051.
प्रत	सह दुय्यम निबंधक बोरीवली कार्यालय क्र.1/2/3/4/5/6/7/8/9

बरल - १
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CHALLAN
MTR Form Number-6



GRN	MH006499289201819M	BARCODE	Date		25/09/2018-20:12:51	Form ID
Department			Inspector General Of Registration			
Type of Payment			Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatin SoS			
Office Name			CSB_COLLECTOR OF STAMPS BORIVALI			
Location			MUMBAI			
Year			2018-2019 One Time			
Account Head Details			Amount In Rs.			
0030050801 Amount of Tax			1001500.00			
Payer Details			TAX ID (If Any)			
			PAN No.(If Applicable)			
Full Name			KOTAK MAHINDRA INVESTMENTS LTD			
Flat/Block No.			AS PER MENTION IN THE DOCUMENT			
Premises/Building						
Road/Street						
Area/Locality			MUMBAI			
Town/City/District						
PIN			4 0 0 0 5 1			
Remarks (If Any)			ADJ/1100902/1912/2018 DEBENTURE TRUST DEED IDBI TRUSTEESHIP SERVICES LTD			
Amount In			Ten Lakh One Thousand Five Hundred Rupees Only			
Words			१११२२८०० २०१८			
Payment Details			PUNJAB NATIONAL BANK			
FOR USE IN RECEIVING BANK						
Cheque-DD Details			Bank CIN Ref. No. 03006172018092600015 260918M210505			
Cheque/DD No.			Bank Date RBI Date 26/09/2018 14:58:38 Not Verified with RBI			
Name of Bank			Bank Branch PUNJAB NATIONAL BANK			
Name of Branch			Scroll No. , Date Not Verified with Scroll			

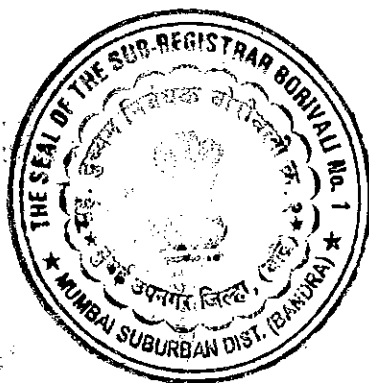
Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चालन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी केला नसल्याने सदर चालन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1		0003504940201819	26/09/2018-14:25:47	IGR242	1001500.00
Total Defacement Amount					10,01,500.00



बरल - १		
१११२२	१०	००
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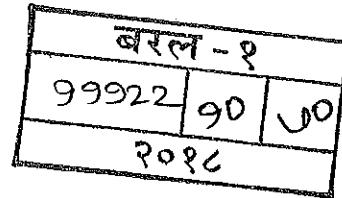
GRN MH 00649928920 1819 M

Certificate u/s. 32(I) (b) of the Bombay Stamp Act, 1958.

Office of the
Collector of Stamps
Case No. AD/1100902/1912/18
Date 06/09/18

Received from Shri. Kotak Mahindra Investments Ltd
residing at
stamp duty of Rs. (1001500/-) = Rs. Ten Lakh one Thousand five Hundred only,
vide challan No., Dated 26/09/18
Certified under Section 32(I) (b) of the
Bombay Stamp Act, 1958 that the full duty
of Rs. 1001500/- = Rs. Ten Lakh one Thousand five Hundred only
with which this instrument is chargeable has
been paid vide article No. 48(b) 35 48
of schedule. 5(b) (b)

This certificate is subject to the provisions
of section 53-A of Bombay Stamp Act, 1958.
Place Bombay
Date 27 SEP-2018
Collector of Stamps
Ratnesh



DEBENTURE TRUST DEED

This DEBENTURE TRUST DEED (hereinafter referred to as the "Deed") is made at Mumbai on this the 3rd day of October, 2018, by and between:

Kotak Mahindra Investments Limited, bearing CIN U65900MH1988PLC047986, a company incorporated under the provisions of Companies Act, 1956 and duly registered with the Reserve Bank of India as a non-banking financial company, having its registered office at 27 BKC, C27, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter referred to as the "Company" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART;

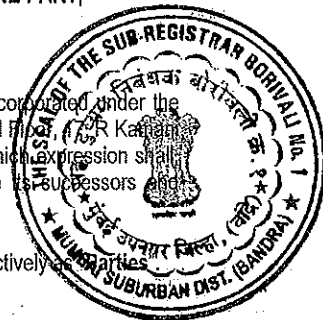
AND

RI Trusteeship Services Limited, bearing CIN U65991MH2001GO131154, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Asian Building, Ground Floor, 170R Kurla East, Mumbai-400001 (hereinafter referred to as the "Debenture Trustee", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

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

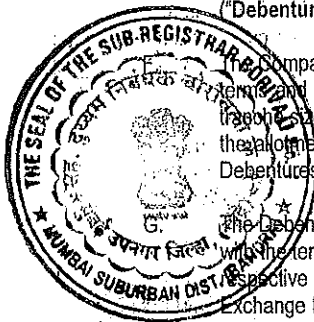
WHEREAS

- The Company is a public limited unlisted company and is registered with the Reserve Bank of India ("RBI") as a non-banking financial company. The Company has been issued a certificate of registration bearing number B-13.01356 dated 31.01.2005 by the RBI.
- Pursuant to resolutions passed in terms of Section 180(1)(a) and Section 180(1)(c) of the Companies Act, 2013 at the Extra Ordinary General Meeting of the Company held on February 28, 2018, the consent of the shareholders of the Company by way of special resolution has been accorded to the Board of Directors of the Company for borrowing, from time to time and on such terms and conditions as may be determined by the Board of Directors of the Company from time to time, certain sums of money, notwithstanding that the sum or sums of monies to be borrowed together with the monies already borrowed by the Company (apart from temporary loans obtained or to be obtained from the Company's bankers in the ordinary course of business) may exceed the aggregate amount of the paid-up share capital of the Company, its free reserves (that is to say reserves not set apart for any specific purpose) and securities premium, provided however that the maximum amount of money so borrowed by the Company and outstanding at any point in time (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall



not at any time exceed the limit of Rs.10,000,00,00,000/- (Rupees Ten Thousand Crores only) or such other limit as may be approved by the shareholders from time to time. The shareholders further accorded their consent to the Board of Directors of the Company for mortgaging, pledging, hypothecating and / or charging the assets of the Company for securing the amounts borrowed by the Company.

- C. Pursuant to a special resolution passed in terms of Section 42 of the Companies Act, 2013 and the related rules framed thereunder at the Extraordinary General Meeting of the shareholders held on July 24, 2018 the consent of the shareholders of the Company has been accorded to the Company, to raise funds by way of issuance of non-convertible debentures from time to time, in one or more series/tranches on a private placement basis and on such terms and conditions and on such security as may be determined by the Board of Directors, provided that the aggregate amount to be raised through the issuance of the non-convertible debentures pursuant to the authority granted under this resolution shall not exceed Rs.3,500,00,00,000/- (Rupees Three Thousand and Five Hundred Crores only).
- D. Being duly empowered by its memorandum of association and articles of association and subject to the aforesaid special resolutions passed by the shareholders of the Company and as the same may be amended, modified, superseded, reiterated, ratified or such resolution as may be passed afresh from time to time pursuant to the said relevant provisions, the Board of Directors of the Company at its meeting held on July 14, 2018 ("Board Resolution"), in terms of Section 179(3)(c) of the Companies Act, 2013 has decided and approved, *inter alia*, to issue secured, non-convertible, redeemable debentures upto an aggregate amount not exceeding Rs. 3500,00,00,000/- (Rupees Three Thousand and Five Hundred Crores only) in one or more series/tranches and on such terms and conditions as may be determined by the Board from time to time. The Board of Directors of the Company at its aforesaid meeting also passed a resolution for creating security by way of first *pari-passu* mortgage and charge on certain assets of the Company.
- E. Pursuant to the above referred Board Resolution and as the same may be amended, modified, superseded, reiterated, ratified or such resolution as may be passed afresh from time to time, it has now been decided to issue secured, non-convertible, redeemable debentures on private placement basis, upto an aggregate nominal value not exceeding Rs.3500,00,00,000/- (Rupees Three Thousand and Five Hundred Crores only) ("Overall Limit") in one or more tranches/series from time to time, each series not exceeding a tenor of 120 (One Hundred Twenty) months from the date of issue or such other tenor as may be prescribed by statute or regulatory authorities, and on such terms and conditions as may be determined from time to time ("Debentures" and as more particularly defined hereinafter).

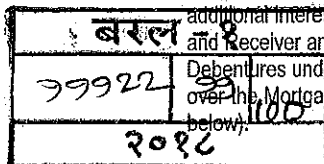


The Company shall, at the time of issuance of any new series / tranche of Debentures, also decide the other terms and conditions of the issue of each series / tranche of Debentures including, without limitation, the tenor, size, allotment date, rating, listing, interest rate, redemption terms, put / call options. Subsequent to the allotment of such Debentures, the Company shall provide the Debenture Trustee with details of such Debentures allotted.

The Debentures shall be issued on a private placement basis in one or more series/tranches in accordance with the terms and conditions set out in this Deed as also in accordance with the terms and conditions of the respective Disclosure Document(s) as required pursuant to guidelines, if applicable, of Securities and Exchange Board of India ("SEBI") and the RBI and such other regulations / guidelines that SEBI / RBI may prescribe from time to time or under guidelines of any other regulatory authorities or otherwise.

- H. The Debentures shall be issued in dematerialised form and shall be subject to the provisions of the Depositories Act, 1996 and rules notified by the Central Depository Services (India) Limited ("CDSL") and National Securities Depository Limited ("NSDL") or any other Depository from time to time.

- I. One of the terms of the issue of the Debentures will be that the redemption/ repayment of the principal amount of the Debentures, payment of interest in relation thereto, default interest (where applicable), additional interest (if any), payment of Redemption Premium (if any), remuneration of the Debenture Trustee and Receiver and all costs, charges, expenses and other monies payable by the Company in respect of the Debentures under the relevant Transaction Documents will be secured by way of a first *pari passu* mortgage over the Mortgage Property and a first *pari passu* charge over the Hypothecated Assets (as defined herein below).



- J. Pursuant to the aforesaid and the authority granted by the resolution passed at the Board Meeting, the Company proposes to secure:

- (a) all of its obligations and liabilities under or in respect of the Debentures under the relevant Transaction Documents including the redemption/ repayment of the principal amount of the Debentures, payment of interest in relation thereto, default interest (where applicable), additional interest (if any), payment of Redemption Premium (if any);



(b) all monies due and payable to the Debenture Trustee including the remuneration payable to the Debenture Trustee and/or the Receiver in terms of and pursuant to the Debenture Trustee Agreement (as defined hereinafter), this Deed, and the Deed of Hypothecation;

(c) all fees, costs, charges and expenses and other monies payable hereunder or under any of the Transaction Documents including for creation, preservation and enforcement of the Security;

((a), (b) and (c) are hereinafter referred to as "Secured Obligations")

by granting / creating security by way of a charge in the nature of hypothecation over the Hypothecated Assets, which charge is to be created under the Deed of Hypothecation and a mortgage over the Immovable Property to be created hereunder, on a first and *pari-passu* basis in favour of the Debenture Trustee, who will hold the same for the benefit of the Debenture Holders (as defined hereinafter).

The Security to be created in terms of this Deed and the Deed of Hypothecation to secure the Secured Obligations and any proceeds realized upon enforcement of such Security is, subject to the terms of the Transaction Documents, to be shared between certain other existing secured lenders of the Company, the Debenture Trustee (acting in trust and for the benefit of the holders of the Debentures) and other lenders of the Company from time to time, on a *pari passu* basis.



The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (ULCRA) since repealed are not applicable to the Immovable Property (as defined hereinafter), more particularly described in Schedule II hereunder written.

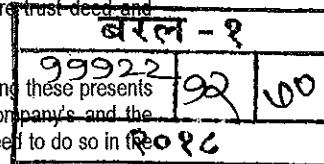
The Debentures issued under any of the tranches/series may be listed on the Wholesale Debt Market segment of the BSE Limited (hereinafter referred to as "BSE") or on any other stock exchange in India. It is clarified that Debentures under certain series/tranches may not be listed.

M. The Debenture Trustee is registered with the Securities Exchange Board of India as a Debenture Trustee under the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1996 and pursuant to the consent letter dated 24th September 2018, addressed by the Debenture Trustee, which has been accepted by the Company, the Debenture Trustee has agreed to act as trustee in trust and on behalf of and for the benefit of the holders of the Debentures and each of their successors and assigns.

N. The Debenture Trustee and the Company have entered into a Trustee Agreement dated 3rd October 2018 ("Debenture Trustee Agreement") whereby the Company has appointed the Debenture Trustee, and the Debenture Trustee has agreed to be appointed as debenture trustee for the benefit of the Debenture Holder(s) and for purposes related thereto, including for holding the security to be created by the Company in favour of the Debenture Trustee to secure the Secured Obligations, for the benefit of the Debenture Holders.

O. Further, the Debenture Trustee and the Company have agreed to enter into a debenture trust deed and such other documents as may be required from time to time in relation to the Debentures.

P. Accordingly, the Debenture Trustee has called upon the Company to execute a deed, being these presents with a view to record the various terms, conditions and stipulations as well as the Company's and the Debenture Trustee's obligations in respect of the Debentures, and the Company has agreed to do so in the manner agreed by the Debenture Trustee, as hereinafter provided.



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

1. DEFINITIONS AND CONSTRUCTION

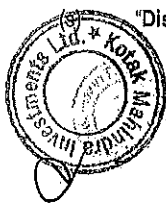
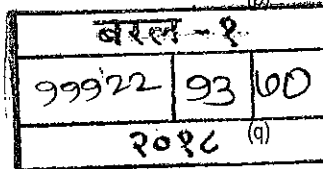
1.1 Definitions

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

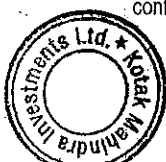
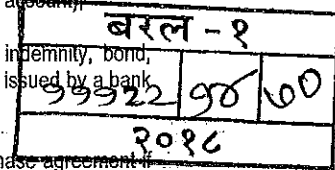
- (a) "Acceleration Event" shall have the meaning assigned to the term in Clause 13.21.1(c) hereof;
- (b) "Act" shall mean provisions of the Companies Act, 1956 and the Companies Act, 2013, which are in effect from time to time and shall include any rules framed and notifications issued thereunder and shall include any other statutory amendment or re-enactment thereof;



- (c) "Additional Security" shall have the meaning assigned to the term in Clause 6.2(c) hereinbelow;
- (d) "Applicable Law" shall mean to include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, circulars, codes, notices and orders of any Government and any modifications or re-enactments thereof;
- (e) "Arbitration Act" shall have the meaning assigned to the term in Clause 21.1(b);
- (f) "Asset cover ratio" shall mean the ratio of the book value of the assets underlying the Security to the Outstanding Balance(s) at a given point of time;
- (g) "Asset Cover Testing Date" shall mean the last calendar day of each quarter in a financial year, i.e. 30th June, 30th September, 31st December and 31st March, on which the Asset Cover Ratio will be tested by the Company;
- (h) "BSE" means the BSE Limited;
- (i) "Business Day" shall mean any day of the week (excluding Saturdays, Sundays, any day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) (as may be amended/supplemented from time to time) and any other day on which banks are closed for customer business in Mumbai) on which the money market is functioning in Mumbai and "Business Days" shall be construed accordingly;
- (j) "CDSL" shall have the meaning assigned to the term in Recital H above;
- (k) "Compliance Officer" shall mean such officer/ individual as may be designated by the Company from time to time for the purpose of and pursuant to Clause 22 hereunder;
- (l) "Debentures" means the secured, redeemable, non-convertible debentures, of such face value per Debenture as will be set out in the respective Disclosure Document(s), aggregating to the nominal value of Rs.3500,00,00,000 (Rupees Three Thousand Five Hundred Crores only), constituted and to be issued and allotted by the Company on private placement basis, from time to time, in one or more series / tranches, on the terms and conditions as provided in these presents read together with the respective Disclosure Document(s);
- "Debenture Holder(s)" or "Holder(s) of Debentures" shall mean, person(s) who / are, from time to time, holder(s) of the Debentures, transferees from time to time, and in case the Debentures (or any series / tranche of Debentures) are in dematerialized / electronic form, shall mean the person(s) who is / are, from time to time, owner(s) of the Debentures in electronic / dematerialized form and whose name(s) is / are entered / listed in the beneficial owner(s) maintained by a Depository;
- (n) "Debenture Trustee Agreement" shall have the meaning as set out in Recital N above;
- (o) "Deed of Hypothecation" shall mean the deed of hypothecation to be executed by the Company in favour of the Debenture Trustee, on or about the date hereof, for the purposes of creating a first ranking *pari passu* hypothecation over the Hypothecated Assets in favour of the Debenture Trustee for the benefit of the Debenture Holders;
- (p) "Deemed Date of Allotment" shall mean the date as may be set out for each series of Debentures as may be specified in the Disclosure Document(s) of the respective series of Debentures, being the date on which the Debentures are deemed to be allotted to the Debenture Holder(s);
- (q) "Depository" shall mean the depositories with whom the Company has made arrangements for dematerializing the Debentures, being CDSL and NSDL or any other depositories;
- (r) "Disclosure Document(s)" shall mean the disclosure document(s) issued by the Company, from time to time or any other information memoranda that may be issued by the Company, setting out the principal terms under which the relevant tranche/series of the Debentures are proposed to be issued and includes any amendment(s) and supplement(s)/ pricing supplement(s) thereto;
- "Discussion Period" shall have the meaning assigned to the term in Clause 1.1(b) below;



- (l) "Dispute" shall have the meaning assigned to the term in Clause 1.1(a);
- (u) "EOD Determination Notice" shall have the meaning assigned to the term in Clause 1.1(b) below;
- (v) "EOD Notice" shall have the meaning assigned to the term in Clause 1.1(a) below;
- (w) "Event of Default" shall mean the events of default as set out in Clause 13.1 hereof and shall, in relation to the Debenture Holders of one series / tranche of Debentures, additionally mean any event or circumstances described as an event of default under the relevant Disclosure Document(s) in respect of such series / tranche of Debentures;
- (x) "Exchange" shall have the meaning assigned to the term in Clause 5.1 hereof;
- (y) "Final Settlement Date" means the date on which the Secured Obligations have been irrevocably discharged in full and all the series/tranches of the Debentures have been redeemed by the Company in full;
- (z) "Financial Covenants and Conditions" shall mean covenants and conditions on the part of the Company to be observed and performed in respect of the Debentures as set out in the Schedule I, hereunder written and as the same may, from time to time, be modified in accordance with these presents;
- (aa) "Financial Indebtedness" means any indebtedness for or in respect of:
- (i) Monies borrowed;
 - (ii) any amount availed of by acceptance of any credit facility;
 - (iii) any amount raised pursuant to the issuance of any notes, bonds, debentures, loan stock or any other similar securities or instruments;
 - (iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted principles of accounting in India, be treated as a finance or capital lease;
 - (v) receivables sold or discounted (other than any receivables sold in the ordinary course of business or to the extent that they are sold on a non-recourse basis);
 - (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
 - (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
 - (viii) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
 - (ix) the amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into such agreement is to raise finance;
 - (x) any put option, guarantees, keep fit letter(s), letter of comfort, etc. by whatever name called, which gives or may give rise to any financial obligation(s);
 - (xi) any preference shares (excluding any compulsorily convertible preference shares);
 - (xii) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (xi) above.
- (bb) "Government" shall mean and include the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same, any municipal or local government, any authority or private body exercising powers conferred by Applicable Law and any court or tribunal of competent jurisdiction or other



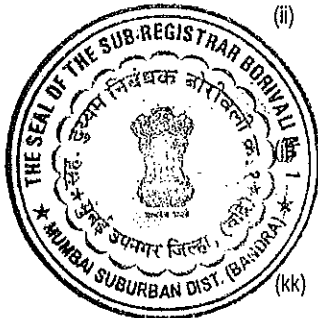
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judicial or quasi-judicial body, and shall include, without limitation, a stock exchange and any regulatory body;

- (cc) "Government Approvals" shall mean any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with or to any Government;
- (dd) "Hypothecated Assets" shall have the meaning assigned to the term in the Deed of Hypothecation;
- (ee) "Interest Rate" or "Coupon Rate" shall have the meaning as assigned to the term in Schedule I to this Deed;
- (ff) "Immovable Property" shall mean the immovable property which is more particularly detailed in Schedule II hereto, which immovable property may be replaced by any other property in accordance with the terms of Clause 6.4 hereunder and the reference to Schedule II shall be construed accordingly;
- (gg) "Majority Debenture Holders" shall, with respect to a particular series/ tranche of Debentures mean, the Debenture Holders of an amount representing not less than three-fourth in value of the nominal amount then outstanding of such series/ tranche of Debentures;
- (hh) "Majority Resolution" means a resolution passed at a meeting of the Debenture Holders of a particular series/ tranche in accordance with the provisions of Schedule I duly convened and held in accordance with the provisions therein contained (or obtained by way of a circular resolution) and, carried by a majority consisting of such number of Debenture Holders, which shall represent not less than three-fourth of the nominal amount of the then outstanding Debentures in respect of a particular series / tranche of the Debentures, or if a poll is demanded, by a majority representing not less than three-fourth in value of the nominal amount then outstanding in respect of a series / tranche of the Debentures on such poll;



- (ii) "Minimum Security Cover" shall mean the Asset Cover Ratio of 1 (one) time or such other ratio that is to be maintained in respect of the Debentures outstanding under any tranche / series, as may be mutually agreed to in writing by the Company and the Debenture Holders of or pertaining to that relevant series/ tranche of the Debentures;

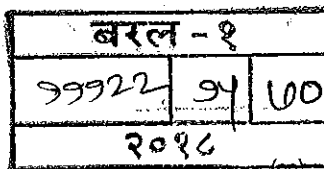
"Mortgage" shall mean a first *pari passu* charge created by the Company by way of a mortgage in favour of the Debenture Trustee for the benefit of the Debenture Holder(s), over the Immovable Property in terms of this Deed. The term "Mortgaged" shall be construed accordingly;

"Mortgage Property" shall mean the Immovable Property of the Company expressed to be Mortgaged in terms of Clause 6.1(d) of this Deed and all other properties hereby made as a specific security in terms of this Deed;

- (ll) "NSDL" shall have the meaning assigned to the term in Recital H above;

- (mm) "Overall Limit" shall have the meaning assigned to the term in Recital E above;

- (nn) "Outstanding Balance(s)" shall mean and include, at any time, the aggregate amount due and payable by the Company under the Transaction Documents in relation to the Debentures, whether in respect of the outstanding Principal Amount of the Debentures, interest payable at the Interest Rate, default interest (wherever applicable), payment of the Redemption Premium (if any), additional interest (if any) and all fees, costs, charges, expenses or otherwise;



- (oo) "Payments" shall mean all payments to be made by the Company in relation to the Debentures (or any series or tranche thereof) including payment of the Redemption Amount, interest payable at the Interest Rate, the Redemption Premium (if any), default interest (wherever applicable), additional interest (if any) liquidated damages, commitment charges, remuneration of the Debenture Trustee and all fees, costs, charges, expenses and other monies payable by the Company under the Transaction Documents including for creation, preservation and realization of the Security, including legal fees and all other monies, amounts whatsoever;

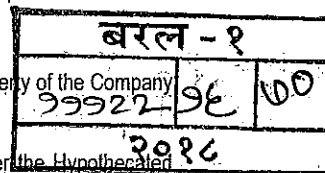


- (pp) "Principal Amount" shall in relation to the Debentures issued at par or at a premium



shall mean the face value/nominal amount of such Debentures and in relation to Debentures issued at a discount shall mean the discounted issue price/subscription price of such Debentures;

- (qq) "Person" shall include an individual, natural person, corporation, partnership, joint venture, incorporated or unincorporated body or association, company, Government and in case of a company and a body corporate shall include their respective successors and assigns and in case of any individual his/her respective legal representative, administrators, executors and heirs and in case of trust shall include the trustee(s) for the time being and from time to time. The term "Persons" shall be construed accordingly;
- (rr) "RBI" shall mean the Reserve Bank of India;
- (ss) "Receiver" shall have the meaning assigned to the term in Clause 8.1 hereof;
- (tt) "Record Date" shall have the meaning assigned to the term in Clause 9.9(b) hereof;
- (uu) "Redemption Amount" shall mean the amount to be paid by the Company to the Debenture Holder(s) at the time of redemption of the Debentures (including any amount payable on account of any early redemption) to be calculated in the manner set out in the relevant Disclosure Document(s) and shall include principal amounts, Redemption Premium (as may be applicable), interest and other amounts, if any, in respect of the Debentures as per the relevant Disclosure Document(s);
- (vv) "Redemption Date" shall mean the date(s) for a given series of Debentures specified in the relevant Disclosure Document(s) on which such Debentures shall be redeemed by the Company and shall include an early redemption if applicable;
- (ww) "Redemption Premium" shall mean the redemption amount in respect of a series/tranche of the Debentures as specified in the relevant Disclosure Document(s);
- (xx) "Registrar and Transfer Agent" means for the time being, Link Intime India Private Limited or any other Person as may be appointed as such from time to time;
- (yy) "Release Request Letter of Mortgage" shall have the meaning assigned to the term in Clause 7.1 hereof;
- (zz) "Repay" shall include "Redemption" and vice-versa and "repay", "repayable", "repayment", "redeemed", "redeemable" and "redemption" shall be construed accordingly;
- (aaa) "Rs." or "Rupees" shall mean Indian Rupees, the lawful currency of India;
- (bbb) "SEBI" shall mean the Securities and Exchange Board of India;
- (ccc) "Secured Obligations" shall have the same meaning as assigned to the term under Recital J;
- (ddd) "Security" shall mean any or all of the under:
- First *pari passu* registered Mortgage on the Immovable Property of the Company created under this Deed;
 - First *pari passu* charge in the nature of hypothecation over the Hypothecated Asset created under the Deed of Hypothecation;
 - Any other security created by the Company in relation to the Debentures, including by way of mortgage over Immovable Property, in favour of the Debenture Trustee;
- (eee) "Security Documents" shall mean this Deed, the Deed of Hypothecation, and all such other documents required for the purpose of creating and perfecting the Security in favour of the Debenture Trustee for the benefit of the Debenture Holders;
- (fff) "Security Enforcement Event" shall mean, in respect of the Debentures, the occurrence of an event as set out in Clause 1.1(b) below, pursuant to which the Security shall become enforceable in accordance with the terms of the Transaction Documents;



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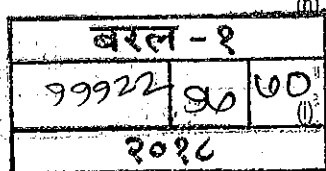


- (ggg) "Successor Trustee" shall have the meaning assigned to the term in Clause 1.1(a) hereof;
- (hhh) "Super Majority" shall mean, with respect to all the series/tranches of Debentures, the Debenture Holders of an amount representing not less than three-fourth in value of the nominal amount of the then outstanding Debentures under all the series of Debentures collectively;
- (iii) "Super Majority Resolution" means a resolution passed at a meeting of the Debenture Holders of all the series, duly convened and held in accordance with the provisions contained in Schedule III hereto (or obtained by way of a circular resolution) and, carried by a majority consisting of such number of Debenture Holders, which shall represent not less than three-fourth of the nominal amount then outstanding of the Debentures under all the series of Debentures collectively, or if a poll is demanded, by a majority representing not less than three-fourth in value of the nominal amount then outstanding of the Debentures under all the series of Debentures collectively on such poll;
- (jii) "Taxes" or "Tax" shall include any and all present or future, direct or indirect, claims for tax, levy, impost, duty, cess, statutory due or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) including on gross receipts, sales, turn-over, value addition, use, consumption, property, service, income, franchise, capital, occupation, license, excise, documents (such as stamp duties) and customs and other taxes, duties, assessments, or fees; however imposed, withheld, levied, or assessed by any Government, but shall not include tax on the income of any Party; and
- (kkk) "Transaction Documents" shall mean the documents executed in relation to the issue of the Debentures and shall include the Disclosure Document(s), this Deed, the Deed of Hypothecation, the Debenture Trustee Agreement and any other document that may be designated by the Debenture Trustee as a Transaction Document.

1.2 Construction



- (a) Words denoting the singular shall include the plural and vice-versa;
Words denoting one gender only shall include the other gender;
Words and expressions defined in the Financial Covenants and Conditions shall, where used in these presents, have the same meanings save where such meaning would render the same inconsistent with the definitions in this Clause;
headings and bold typeface are inserted/ used for convenience only and shall not affect the construction of this Deed;
- (e) references to the word "include" or "including" shall be construed without limitation;
- (f) recitals of and schedules and annexures to this Deed shall form an integral part hereof;
- (g) Capitalized terms used herein but undefined, unless repugnant to the context thereof, shall have the meaning assigned to such term in other Transaction Documents;
- (h) All references in this Deed to any provision of any statute shall be deemed also to refer to any modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment;
- (i) All references in this Deed to Schedules, Clauses, Sub-Clauses, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the Schedules, Clauses, Sub-Clauses, Paragraphs and Sub-paragraphs of these presents;
- (j) any references to specific provisions of the Companies Act, 1956 or rules issued thereunder shall be deemed to be references to the corresponding provisions, if any, of the Companies Act, 2013 and rules issued thereunder.



2. APPOINTMENT OF DEBENTURE TRUSTEE

2.1 Settlement of Trust

The Company has appointed the Debenture Trustee as trustee for the holders of Debentures



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

- (a) to execute and deliver all documents including security documents, agreements, instruments and certificates contemplated by this Deed to be executed and delivered by the Debenture Trustee;
- (b) to take whatever action as shall be required to be taken by the Debenture Trustee by the terms and provisions of this Deed, to exercise its rights and perform its duties and obligations under this Deed;
- (c) subject to the terms and provisions of this Deed, to take such other action in connection with the foregoing as the Debenture Holder(s) may from time to time direct;

PROVIDED that before initiating any action or exercising any right or performing any duty under this Deed or any of the other Transaction Documents, the Debenture Trustee shall, unless otherwise provided in this Deed, seek written instructions from the Debenture Holder(s) and only upon receipt of relevant instructions from the Super Majority or with the authority of the Super Majority Resolution or the Majority Debenture Holders or with the authority of the Majority Resolution if such action or exercising of the right or performing of the duty pertains to a relevant tranche or series (as the case may be), shall the Debenture Trustee exercise such rights or perform such duty. Notwithstanding such requirement for instructions in writing the Debenture Trustee shall never knowingly take any action inconsistent with the best interests of the Debenture Holder(s).

2.2 Resignation

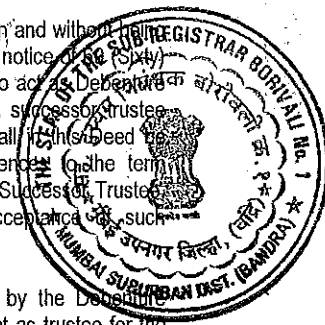
- (a) The Debenture Trustee may, at any time, without assigning any reason and without being responsible for any loss or costs occasioned thereby, but after giving notice of the (Sixty) Business Days, resign as the trustee, provided that it shall continue to act as Debenture Trustee until a successor trustee is appointed by the Company. A successor trustee appointed in accordance with this Clause or Clause 2.4 hereof, shall be referred to as "Successor Trustee". In this Clause 2, the reference to the term 'appointment' and its cognate variations when used in relation to the Successor Trustee shall mean include not only such appointment but also the acceptance of such appointment and of the trust by such Successor Trustee.
- (b) The Company shall, upon receipt of notice of resignation issued by the Debenture Trustee, take prompt steps to appoint another entity competent to act as trustee for the Debenture Holder(s) in place of the Debenture Trustee. The Company shall appoint the Successor Trustee within the aforesaid notice period failing which the Debenture Holders shall appoint the Successor Trustee with the authority of a Super Majority Resolution.

2.3 Removal

The Debenture Holder(s) may for sufficient cause but, after giving not less than 2 (Two) months' notice in writing, remove the Debenture Trustee if so approved by the consent of the Super Majority or with the authority of the Super Majority Resolution and nominate an entity competent to act as the debenture trustee and require the Company to appoint such entity as the Successor Trustee. The Company shall within 15 (Fifteen) days of receipt of such decision approved by the consent of the Super Majority or with the authority of the Super Majority Resolution take all necessary steps to appoint the entity named in the resolution as the Successor Trustee and complete all necessary formalities to give effect to such appointment.

2.4 Successor Trustee as the Debenture Trustee

Upon appointment of the Successor Trustee pursuant to the preceding Clauses 2.2 or 2.3 above, all references in this Deed to the Debenture Trustee shall unless repugnant to the subject or context thereof, be deemed to mean and refer to the Successor Trustee and the Successor Trustee shall without any further act or deed succeed to all the powers and authorities of the Debenture Trustee as if it had been originally appointed as the Debenture Trustee.



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2.5 Debenture Trustee Remuneration

The remuneration of the Debenture Trustee shall be as per the terms of the offer letters/consent letter issued by the Debenture Trustee to the Company and as may be agreed by the Company from time to time. It is clarified that the outgoing Debenture Trustee shall be entitled to pro rata fees out of the annual fees payable relating to the actual period of its service as Debenture Trustee, where the resignation or removal occurs in the midst of a year and shall hand over the balance fees to the incoming Debenture Trustee.

3. AMOUNT OF DEBENTURES AND COVENANT TO MAKE THE PAYMENTS

3.1 The Debentures constituted and proposed to be allotted and issued in terms of this Deed are secured, redeemable, non-convertible Debentures aggregating to a nominal value not exceeding Rs. 3,500,00,00,000/- (Rupees Three Thousand Five Hundred Crores only), which Debentures are proposed to be allotted and issued on private placement basis in one or multiple series / tranches. The Company shall inform the Debenture Trustee each time it allots and issues Debentures under any series / tranche.

3.2 The Company is desirous of issuing the Debentures for the purpose of augmenting the resources of the Company for its financing/lending activities, working capital and general corporate purposes, or such purposes as may be mentioned in the relevant Disclosure Document(s), in compliance with the provisions of applicable laws.

3.3 The Company covenants with the Debenture Trustee that it shall pay to the Debenture Holder(s) all Outstanding Balances payable in respect of the Debentures on their respective due dates including the Redemption Amount and the interest or coupon payable thereon, default interest (where applicable), Redemption Premium (if any), additional interest (if any) and all other charges on the Debentures as stipulated and in accordance with the Financial Covenants and Conditions and the relevant Disclosure Document(s). The Company shall make / release all payments due by the Company in terms of the Transaction Documents to the Debenture Holder(s).

3.4 The Company shall make all payments due by the Company in terms of the Transaction Documents in accordance with the terms of this Deed.

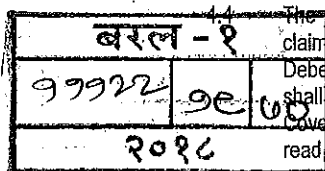


4. FORM OF THE DEBENTURE

4.1 The Debentures (including any series or tranche thereof) shall be issued and allotted in electronic (dematerialised) form.

4.2 The Debentures (or any part thereof) when issued in dematerialised form, shall be subject to the provisions of the Depositories Act, 1996 and the rules notified by the Depository from time to time, and the Company and the Debenture Holder(s) are required to observe and follow the same. Further, the guidelines issued by the Depository shall be followed by the Company, the Debenture Holder(s) and the Debenture Trustee.

4.3 The Debentures shall, between the Holder(s) of the Debentures of each series / tranche, inter-se rank *pari passu* without any preference or priority whatsoever. The Security shall between the Holder(s) of the Debentures of all the series / tranches, inter-se rank *pari passu* without any preference or priority whatsoever.



4.4 The Financial Covenants and Conditions shall be binding on the Company and all Persons claiming by, through or under it and shall enure for the benefit of the Debenture Trustee, the Debenture Holder(s) and all Persons claiming by, through or under them. The Debenture Trustee shall be entitled to enforce the obligations of the Company under or pursuant to the Financial Covenants and Conditions as if the same were set out and contained in this Deed which shall be read and construed as one document.

5. LISTING OF THE DEBENTURES

5.1 The Debentures (including any series or tranche thereof) may be listed on the Wholesale Debt Market segment of BSE or any other stock exchange in India (the "Exchange"). It is clarified that Debentures under certain series/tranches may not be listed.

5.2 In the event the Company proposes to list the Debentures (or any series or tranche thereof) on the Exchange, the Company shall at all times comply with all applicable RBI regulations, SEBI regulations and other Applicable Laws in relation to the issuance of the Debentures and the listing of the Debentures on the Exchange and shall further ensure all Government Approvals and



resolutions required to issue or list the Debentures are in place. The Company does hereby agree and undertake that it shall execute the applicable listing agreements and other agreements, documents and other writings as may be stipulated by the Exchange for listing of the Debentures on such stock exchange and further agrees and undertakes that it shall furnish all such information and documents as may be required by the Exchange for the continuous listing of the Debentures. All expenses, costs, charges incurred for the purpose of listing of the Debentures shall be borne and paid by the Company.

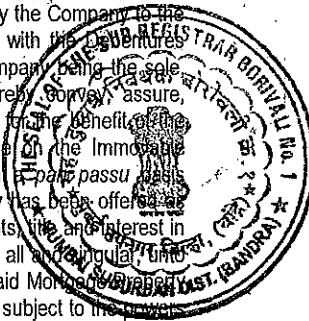
6. MORTGAGE

6.1 Creation of Security

- (a) The Debentures together with the Payments to be made shall be *inter alia* secured by a first *pari passu* charge over the Security created/to be created by the Company in favour of the Debenture Trustee for the benefit of the Debenture Holders.
- (b) The Security over the Hypothecated Assets shall be created in terms of and under the Deed of Hypothecation. The Mortgage over the Immovable Property has been created in terms of and under this Deed.
- (c) The Company and the Debenture Trustee agree and acknowledge that the Security to be created in terms of this Deed and the Deed of Hypothecation to secure the Secured Obligations and any proceeds realized upon enforcement of such Security is, subject to the terms of the Transaction Documents, to be shared between certain other secured lenders of the Company, the Debenture Trustee (acting in trust and for the benefit of the holders of the Debentures) on the other hand and other lenders of the Company from time to time, on a *pari passu* basis.
- (d) **Grant, transfer, convey, assign and assure:** For the consideration aforesaid and as continuing security for all Secured Obligation(s) in relation to the Debentures upto the Overall Limit, together with costs, charges, expenses in creation, preservation and realization of security, remuneration of the Debenture Trustee and all other Payments, hereby secured or intended to be hereby secured and/or payable by the Company to the Debenture Holder(s) and/or the Debenture Trustee in connection with the Debentures under this Deed and each of the Disclosure Document(s), the Company being the sole legal and beneficial owner of the Immovable Property, doth hereby convey, assure, transfer and grant a mortgage in favour of the Debenture Trustee for the benefit of the Debenture Holder(s), by way of first ranking registered mortgage on the Immovable property, more particularly mentioned in Schedule II hereto on a *pari passu* basis including for the existing borrowings for which Immovable Property has been offered as security over the Immovable Property and all of the Company's rights, title and interest in respect thereof ("Mortgage Property"), TO HAVE AND TO HOLD all and singular rights and to the use of the Debenture Trustee and upon trust the aforesaid Mortgage Property and all of the Company's rights, title and interest in respect thereof, subject to the terms and provisions herein contained, with a condition that on the repayment of all of the Secured Obligation(s), the Company will redeem the Mortgage Property from the Mortgage hereby created and shall if so required by the Company, execute a deed of release at the cost of the Company.
- (e) The Mortgage created over the Mortgage Property shall be a first *pari passu* charge in favour of the Debenture Trustee, acting for and on behalf of the Debenture Holder(s); PROVIDED HOWEVER THAT the Company has not given possession of the Mortgage Property to the Debenture Trustee and has also agreed not to give the possession of the Mortgage Property to the Debenture Trustee save and except under the provisions contained under these presents.

6.2 Maintenance of Asset cover ratio

- (a) The Company shall, at all times, until the Final Settlement Date, ensure that the Asset Cover Ratio is maintained at or above the Minimum Security Cover at all times throughout the tenure of the Debentures i.e. it is never less than the Minimum Security Cover.
- (b) Without prejudice to the generality of this Clause 6.2, the Company shall, till the Final Settlement Date, for every Asset Cover Testing Date, be obligated to furnish to the Debenture Trustee, on or before the 45th day following the relevant Asset Cover Testing Date, a certificate from independent chartered accountant in such form and manner as may be stipulated by the Debenture Trustee, containing details and book value of the Security existing as on the Asset Cover Testing Date so as to evidence that the Asset



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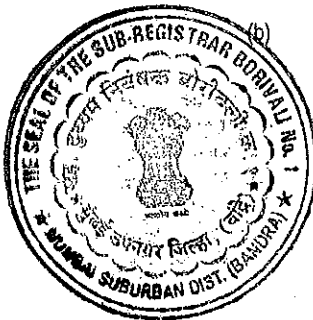


Cover Ratio is being maintained at or above the Minimum Security Cover.

- (c) The Company agrees that the Asset Cover Ratio shall be tested every quarter on the Asset Cover Testing Date, and in the event the Minimum Security Cover is not met on the Asset Cover Testing Date, the Company shall provide additional security ("Additional Security") within 90 (Ninety) days of the Asset Cover Testing Date and notify the Debenture Trustee in writing of the same, which notice shall include a description of such assets being provided as Additional Security. Such notice shall always be accompanied with a written confirmation by an independent chartered accountant addressed to the Debenture Trustee that the Asset Cover Ratio for the Debentures shall be reinstated at or above the Minimum Security Cover, on providing such Additional Security. The Company may, at its discretion, also bring the Asset Cover Ratio to the stipulated level i.e., at or above the Minimum Security Cover, by reducing its debt without providing any Additional Security.

6.3 Use of the Mortgage Property

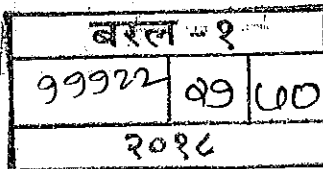
- (a) The Debenture Trustee and the Company hereby agree, acknowledge and confirm that the Security to be created pursuant to Clause 6.1 above is first and *pari-passu*. So long as the Asset Cover Ratio is maintained at or above the Minimum Security Cover as per the confirmation provided by the independent chartered accountant in accordance with Clause 6.2(c) above with respect to the immediately preceding Asset Cover Testing Date and no Event of Default has occurred and is continuing, the Company shall be entitled to create further non-exclusive, first/second *pari-passu* or subservient mortgage and/or charge or other encumbrance on the Mortgage Property and the Hypothecated Assets in favour of other lenders/ debenture holders/ other instrument holders/ trustees/ any other Person, as and by way of security for any further Financial Indebtedness (including in the form of debentures) incurred by the Company or any of its affiliates (including borrowings raised by issue of any other debentures), and the Company shall not be required to obtain any consent/approval from the Debenture Holders or the Debenture Trustee for the purposes of creating such mortgage and/or charge.



(b) In the event the Company exercises at any time or times, the right hereby given to create a further charge or encumbrance, the Company shall be entitled to call upon the Debenture Trustee to join with the Company in executing such documents/writings as may be required or deemed necessary by the Company. Further, notwithstanding anything to the contrary contained in this Deed, so long as the required Asset Cover Ratio is maintained at or above the Minimum Security Cover as per the confirmation provided by the independent chartered accountant in accordance with Clause 6.2(c) above with respect to the immediately preceding Asset Cover Testing Date, the Company shall have all the rights to deal with the Security in the normal course of business including, *inter alia*, the right to securitize the Movable Properties (as defined in the Deed of Hypothecation), including by way of direct assignment.

6.4 Replacement of the Mortgage Property

- (a) The Company shall be at liberty at any time during the currency of this Deed, without the prior permission of the Debenture Trustee but as long as the Asset Cover Ratio is maintained at or above the Minimum Security Cover as per the confirmation provided by the independent chartered accountant in accordance with Clause 6.2(c) above with respect to the immediately preceding Asset Cover Testing Date and no Event of Default has occurred and is continuing, to withdraw any of the Immovable Property forming part of the Mortgage Property from such of the trusts, powers and provisions hereof as exclusively relate to such of the Mortgage Property upon substituting other immovable property to which the Company has a good, clear and marketable title and which immovable property is mortgageable and whether of the same or different kind but of a value, as certified by a valuer appointed by the Company, equal to or greater than the value of the property proposed to be withdrawn.



- (b) The Company shall, along with report from a valuer appointed by the Company, certifying the value of such property proposed to substitute the Mortgage Property, provide a title report from a legal counsel/ advocate stating that the Company has a good, clear and marketable title to such property and that such property is mortgageable; and upon such a valuation report and title report being given, the Company must create charge by way of registered mortgage over such immovable property in such manner and in such form as the Debenture Trustee shall direct UPON THE TRUST hereof relating to the Mortgage Property, and thereupon the Debenture Trustee shall release to the Company the Immovable Property TO HOLD the same free from such of the trusts, powers and



provisions hereof as exclusively relate to such of the Mortgage Property.

6.5 Power to deal with the Mortgage Property

At any time before the Mortgage created hereunder becomes enforceable, the Debenture Trustee may, at the cost and request of the Company do or concur with the Company in doing all things which the Company might have done in respect of the Mortgage Property as if no Mortgage or any other security had been created and particularly, but not by way of limitation, may sell, call in, collect, convert, lease, purchase, substitute, exchange, surrender, develop, deal with or exercise any right in respect of all or any part of the Mortgage Property, upon such terms and for such consideration as the Debenture Trustee may deem fit. Provided that all assets of any description and all net capital monies arising from or receivable upon any such dealing as aforesaid and remaining after payment therefrom of the costs and expenses of and incidental to such dealing, shall be and become part of the Mortgage Property and shall be paid or vested in or specifically charged in favour of the Debenture Trustee in trust for the Debenture Holder(s) in such manner as the Debenture Holder(s) shall require.

6.6 Trust of the Mortgage Property

- (a) The Mortgage Property shall be and remain security to the Debenture Trustee for the benefit of the Debenture Holder(s) and shall, taken along with the other Security, be available for the due repayment of all Secured Obligation(s) including all Outstanding Balance(s) whatsoever payable in respect of the Debentures or under these presents or under the terms and conditions of the Debentures intended to be hereby secured or under the terms and conditions of the relevant Disclosure Document(s) and the Debenture Trustee shall permit the Company, till the happening of an Event of Default as herein provided, to hold and enjoy the Mortgage Property and upon the occurrence of a Security Enforcement Event, the security hereby constituted shall become enforceable and the Debenture Trustee may (but subject to the provisions of these presents, if applicable) in its discretion, and shall, upon receipt of a notice from the Super Majority:

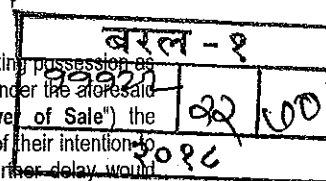
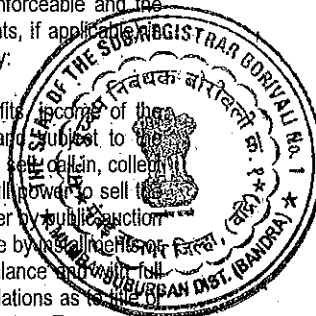
- (i) enter upon or take possession of or receive the rents, profits, income of the immovable Property or any of them or any part thereof and subject to the provisions of section 69 of the Transfer of Property Act, 1882, sell, call in, collect and convert into monies the same or any part thereof with full power to sell the immovable Property without the intervention of the Court either by public auction or private contract and either for a lump sum or a sum payable by instalments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale make any special or other stipulations as to the evidence or commencement of title or otherwise as the Debenture Trustee shall think proper and with full power to buy in or rescind or vary any contract for sale of the immovable Property or any part thereof and to re-sell the same and with full power to compromise and effect composition and for the purposes aforesaid or any of them, to execute and do all such acts, assurances and things as they shall think fit;

- (ii) PROVIDED ALWAYS that before making any such entry or taking possession of aforesaid or making sale, calling in, collection or conversion under the aforesaid power in that behalf (hereinafter referred to as the "Power of Sale") the Debenture Trustee shall give reasonable prior written notice of their intention to the Company except in cases where in their opinion any further delay would imperil the interest of the Debenture Holder(s), or in any case where an order or resolution for the winding up of the Company shall have been made or passed.

- (b) Notwithstanding anything to the contrary in any of the Transaction Documents or this Deed, the Debenture Trustee shall not be entitled to commence any enforcement proceedings under this Deed or the Transaction Documents or participate in any enforcement proceedings under this Deed or the Transaction Documents, for the assets/properties underlying the Security or part thereof of value in excess of the amounts defaulted to the Debenture Holders.

- (c) Notwithstanding anything to the contrary in any of the Transaction Documents no Debenture Holder shall be entitled to call upon the Debenture Trustee to commence any enforcement proceedings under this Deed or the Deed of Hypothecation or participate in any enforcement proceedings under this Deed or the Deed of Hypothecation unless the Security Enforcement Event has occurred;

- (d) The Company agrees that the aforesaid powers have been granted for valuable



consideration and as such shall be irrevocable in nature till such time as any part of the Secured Obligations remains due owing or payable.

- (e) It is clarified that the Debenture Trustee is entitled and not bound to exercise the aforesaid rights or powers and shall not be liable for any loss in the exercise thereof and any such exercise shall be without prejudice to the other rights and remedies of the Debenture Holders and notwithstanding that there may be pending suit or other proceedings.

6.7 Trust of Proceeds of sale/ realization out of the Security

Subject to Clause 6.6 above, the Debenture Trustee shall hold UPON TRUST the monies, received by it or the Receiver appointed by it, in respect of the Mortgage Property or any part thereof including those arising out of:

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

FIRSTLY, it shall, by and out of the said monies reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of Receiver, calling in, collection, conversion or the exercise of the powers and trusts under these presents, including their, and the Receiver's remuneration as herein provided,

SECONDLY, shall utilise the balance monies towards payment of monies due to the Debenture Holder(s) in or towards payment to the Debenture Holders in the following manner:

- (a) in or towards payment to the Debenture Holders *pari passu* of all arrears of Outstanding Balance(s) other than Principal Amount remaining unpaid on the Debentures held by them;

in or towards payment to the Debenture Holders *pari passu* of all Principal Amounts owing on the Debentures held by them and whether the said Principal Amounts shall or shall not then be due and payable; and

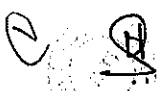
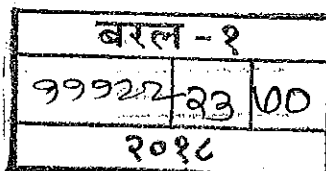
THIRDLY, the surplus (if any) of such monies shall be paid by the Debenture Trustee to the Company or the person or persons entitled hereto.

Covenant for Reconveyance

- (a) Upon proof being given to the reasonable satisfaction of the Debenture Trustee that all the Debentures entitled to the benefit of the trusts hereof together with the Secured Obligations in respect thereof have been paid off or satisfied in accordance with the terms thereof and upon payment of Payments and also the payment of all costs, charges and expenses incurred by the Debenture Trustee or any Receiver in relation to these presents (including the remuneration of the Debenture Trustee and of any Receiver and all interest hereon) and satisfaction of all other Secured Obligation(s) and upon observance and performance of the terms and conditions and covenants contained herein, the Debenture Trustee shall at the request and cost of the Company, re-assign or reconvey to the Company or to such other Person as the Company may request, the Mortgage Property or such part thereof as may remain subject to the Security hereby created, freed and discharged from the trusts and Security hereby created.

7. RELEASE OF MORTGAGE PROPERTY

- 7.1 Notwithstanding anything contained in this Deed, in the event that: (i) the Company has at least provided one alternative Mortgage Property with a clear, marketable and mortgageable title in terms hereof and created and perfected a first ranking *pari-passu* mortgage and charge over such property in such manner and form as acceptable to the Debenture Trustee and by signing, executing, delivering, registering all such deeds, writings, acts, forms as may be necessary in this regard, and (ii) the Security is of a value greater than that required for the maintenance of the Asset Cover Ratio as per the confirmation provided by the independent chartered accountant in



accordance with Clause 6.2(c) read with Clause 6.3(b) above with respect to the immediately preceding Asset Cover Testing Date, the Company shall be entitled to require the Debenture Trustee to release the other Mortgage Property/ies or any part thereof such that the Security remaining after such release would be sufficient for maintenance of the Asset Cover Ratio at or above the Minimum Security Cover ("Released Mortgage Property"). The Company shall, for such release, issue a letter to the Debenture Trustee substantially in the format set out in Schedule IV hereto describing the Mortgage Property/ies to be released, which letter shall be duly acknowledged by the Debenture Trustee ("Release Request Letter for Mortgage").

- 7.2 The Debenture Trustee shall effectuate such release by re-assigning or re-conveying to the Company (at the cost of the Company) or to such other Person as the Company may request, the Mortgage Property or such part thereof (as per the Release Request Letter) freed and discharged from the trusts and Security hereby created. The Debenture Trustee shall not be required to provide notice to or obtain consent from the Debenture Holders for such release, so long as no Event of Default has occurred and is continuing, and the Company has not defaulted in making payment of the Secured Obligation(s) and an independent chartered accountant confirms to the Debenture Trustee in writing that the Asset Cover Ratio shall be maintained at or above the Minimum Security Cover post such release. The Debenture Trustee shall not be liable for any consequences for having acted in terms hereof and having made such release. Provided that no such release shall be done unless and until the mortgage has been created and perfected as a condition precedent in this regard as required in terms of Clause 6.4.

Released Mortgage Property shall not be construed to be part of the Security and the Company shall be entitled to deal with the same in the manner it deems fit.

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

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

- 7.4 **Receipt of the Debenture Trustee to be Effectual Discharge**

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

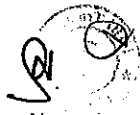
- 7.5 **Application to Court**

The Debenture Trustee may at any time after the occurrence of a Security Enforcement Event apply to the Court for an order that the powers and trusts hereof be exercised and carried into execution under directions of the Court and for the appointment of a Receiver or Receivers and manager of the Mortgage Property or any of them and for any other order in relation to the execution and administration of the powers and trusts hereof as the Debenture Trustee shall deem expedient and they may assent to or approve of any application to the Court made at the instance of any of the Debenture Holder(s).

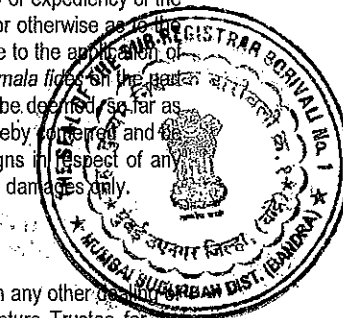
- 7.6 **Other Security**

The Security constituted under this deed shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other Security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Debenture Trustee and the Debenture Holders may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Company or any other Person in respect of the Secured Obligation(s).

- 7.7 **Cumulative Powers**



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The powers which this Deed confers on the Debenture Trustee and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under Applicable Law and/or this Deed and may be exercised as often as the Debenture Trustee or the Receiver thinks appropriate in accordance with these presents. The Debenture Trustee or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever and the Company acknowledges that the respective powers of the Debenture Trustee and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Debenture Trustee or the Receiver, as relevant.

7.8 Preservation of Mortgage Property

The Company shall be permitted to deal with the Mortgage Property in the ordinary course of its business. However, the Company shall ensure that until the Final Settlement Date it shall preserve and maintain the Immovable Property in good condition. The Company shall insure the Mortgage property in accordance with Clause 1.1(g) hereof.

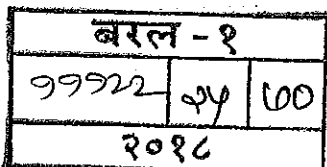
8. POWER OF THE DEBENTURE TRUSTEE TO APPOINT A RECEIVER

8.1 Subject to the provisions of Section 69A of the Transfer of Property Act, 1882 and subject to such of the provisions of law as may, for the time being be applicable, the Debenture Trustee at any time after the occurrence of the Security Enforcement Event and whether or not the Debenture Trustee shall then have entered into or taken possession of the same (and in addition to the powers hereinbefore conferred upon the Debenture Trustee after such entry into or taking possession, the Debenture Trustee may in writing, with prior intimation to the Company appoint officer(s) of the Debenture Trustee or any bank or financial institution doing business in India or independent accountant or similar professionals as receiver(s) ("Receiver") of the Mortgage Property or any part thereof and remove any Receiver(s) so appointed and appoint any such other Person(s) in his or their stead with prior intimation to the Company and unless the Debenture Trustee shall otherwise prescribe in writing, such Receiver(s) shall have all the powers hereinbefore conferred upon the Debenture Trustee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Debenture Trustee after entering into or taking possession by the Debenture Trustee shall apply to a Receiver appointed before entering into or taking possession by the Debenture Trustee and in particular such Receiver shall be deemed to be the agent of the Company which shall be solely responsible for his acts and defaults and for his remuneration. In addition to the foregoing, the following provisions shall also apply to such Receiver, subject to the provisions of Applicable Law:

The appointment of Receiver may be made either before or after the Debenture Trustee shall have entered into or taken possession of the Mortgage Property or any part thereof;

The Debenture Trustee may invest such Receiver, with such powers and discretion including powers of management as the Debenture Trustee may think expedient including the following rights, powers and authorities, exercisable from time to time under the directions of the Debenture Trustee:

- (i) to take possession, custody or management of the Mortgage Property;
- (ii) remove any person from the possession or custody of the Mortgage Property, who the Debenture Trustee or the Company would have a right to remove;
- (iii) to take such steps for the realization, management, protection, preservation and improvement of the Mortgage Property, the collection of the rents, profits thereof and any other amounts received or realised in respect of the Mortgage Property, the application and disposal of such rents, profits and amounts;
- (iv) to redeem any encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (v) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Company relating in any way to the Mortgage Property or any part thereof;
- (vi) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgage Property or any part thereof as the



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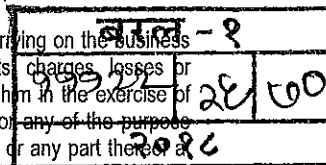
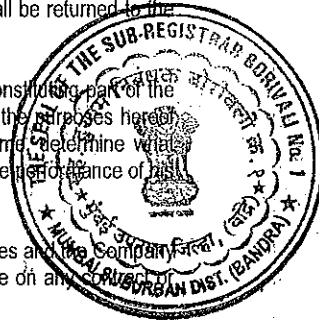
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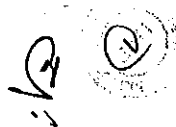
Receiver shall consider fit; and

- (vii) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Debenture Trustee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgage Property;
- (c) unless otherwise directed by the Debenture Trustee, the Receiver shall have and may exercise all the powers and authorities vested in the Debenture Trustee. Further, all the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Debenture Trustee after entering into or taking possession by the Debenture Trustee shall apply to a Receiver appointed before entering into or taking possession by the Debenture Trustee;
- (d) the Receiver shall, in the exercise of his powers, authorities and discretion, conform to the regulations and directions made and given by the Debenture Trustee from time to time;
- (e) the Debenture Trustee may, from time to time, fix remuneration of the Receiver and direct payment thereof out of the Mortgage Property, but the Company alone shall be liable for the payment of such remuneration;
- (f) the Debenture Trustee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given;
- (g) unless otherwise directed by the Debenture Trustee all monies from time to time received by such Receiver shall be paid over to the Debenture Trustee who shall utilise the monies for making payments due to the Debenture Holder(s) and any monies remaining after making payments of all amounts due to the Debenture Holder(s) shall be returned to the Company;
- (h) the Debenture Trustee may pay over to the Receiver, any monies constituting part of the Mortgage Property with the intent that the same may be applied for the purposes hereof by such Receiver and the Debenture Trustee may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver.
- (i) every such Receiver shall be the agent of the Company for all purposes and the Company alone shall be responsible for his acts and defaults, losses and liable on any engagement made or entered into by him and for his remuneration;
- (j) subject as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a mortgagee or Receiver shall, so far as applicable, apply to such Receiver; and
- (k) subject as provided herein the Receiver may for the purpose of carrying on the business of the Company mentioned in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise of the powers, authorities and discretions vested in him and for all or any of the purposes raise and borrow monies on the security of the Mortgage Property or any part thereof at such rate or rates of interest and generally on such terms and conditions as he may think fit, and no Person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed, provided that the Receiver shall not exercise the said power without first obtaining the written consent of the Debenture Trustee.



8.2 In addition to the powers hereinbefore given, the Debenture Trustee may upon occurrence of the Security Enforcement Event enter into or take possession of and hold or appoint a Receiver to take possession of and hold any part or parts of the Immovable Property.

8.3 If and when the Debenture Trustee shall have made an entry or taken possession of the Immovable Property under the powers conferred upon the Debenture Trustee by these presents, the Debenture Trustee, with the consent of the Super Majority or with the authority of a Super Majority Resolution, may at any time afterwards give up possession of the Mortgage Property or part thereof, to the Company, either unconditionally or upon such terms and conditions as may be specified in such resolution or consent.



- 8.4 Nothing contained in this Clause with respect to the liability of the Receiver shall exempt the Receiver from indemnifying the Company, the Debenture Holder(s) or the Debenture Trustee, as the case may be, against any liability in respect of any fraud, gross negligence, wilful misconduct, breach of trust or contract which the Receiver may be guilty of in relation to duties and obligations of the Receiver hereunder.

9. MISCELLANEOUS PROVISIONS IN RELATION TO THE DEBENTURES

9.1 Receipt of Debenture Holder

The receipt of each holder of Debentures or if there be more than one holder of Debentures, then the receipt of any one of such Debenture holder(s) or of the survivors or survivor of the Debenture holder(s) of the Redemption Amount, or the bank statement of the Company reflecting any such transfer to the account of the Debenture Holder(s) or the survivor or the survivor(s) payable in respect of each of such Debenture shall be a good discharge to the Debenture Trustee and the Company.

9.2 Trusts of Debentures not recognised and Succession

The Company and the Debenture Trustee shall not be affected by any notice, express or implied of the right, title or claim of any Person to such monies other than the Debenture Holder(s). However, in the event of demise of a Debenture Holder, the Company will recognize the executor or administrator of the demised Debenture Holder or other legal representative of the Debenture Holder as the registered holder of such Debenture(s), if such a Person obtains probate or letter of administration or is the holder of succession certificate or other legal representation, as the case may be, from a court in India having jurisdiction over the matter and delivers a copy of the same to the Company. The Company may in its absolute discretion, where it thinks fit, dispense with the production of the probate or letter of administration or succession certificate or other legal representation, in order to recognise such holder as being entitled to the Debentures standing in the name of the demised Debenture Holder on production of sufficient documentary proof or indemnity. In case a Person other than individual holds the Debenture, the rights in the Debenture shall vest with the successor acquiring interest therein, including the liquidator of any such Person appointed as per the Applicable Law.

Surrender of Debentures on Payment

If the Debentures are held in physical form, upon surrender of the Debenture certificate by the Debenture Holders to the Company at its registered office so as to reach on or before the due dates of redemption with receipts in full discharge endorsed thereon and signed by the respective Debenture Holder, Company shall pay to the Debenture Holders the Redemption Amounts in full discharge of the same. Provided that, in case the Debentures held in electronic form, no action is required on part of the Debenture Holders holding Debentures in electronic form and for payment to the Debenture Holder(s) of the Redemption Amount, the Company shall make the payment of Redemption Amount to the Debenture Holder(s) or to any subsequent transferee(s) who are entitled to receive the payment on the Redemption Date. Upon receipt of the Redemption Amount, the Debenture Holder(s) or the subsequent transferee(s), as applicable, shall, if so requested by the Company, issue appropriate receipts or other writings in this regard to the Company.

9.4 Failure to Surrender the Debentures

In the event of any Debenture Holder not surrendering Debentures held in physical form which the Company is ready to pay or satisfy in accordance with the terms of these presents, to the Company, within 30 (Thirty) days after the due date for redemption or payment of the amount secured thereby, the Company shall be at liberty to deposit in a scheduled commercial bank in the name of the Company for the purpose, an amount equal to the amount due to any such Debenture Holders in respect of such Debentures and upon such deposit being made subject to the condition that the monies deposited therein shall be withdrawn for settling the future claim of the Debenture Holder(s), the Debentures which the Company is ready to pay or satisfy as aforesaid shall be deemed to have been paid off or satisfied in accordance with the provisions hereof. The Company agrees to furnish undertaking from the abovementioned scheduled commercial bank that withdrawals from the no lien account shall be permitted only to meet the claims of the Debenture Holder(s).

9.5 Debentures Free from Equities

The Debenture Holder(s) will be entitled to its Debentures free from equities or cross claims by the



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Company against the original or any intermediate holders thereof. Provided however that, in case any monies are due and payable from the Debenture Holder(s) to the Company in respect of any transactions other than that contemplated herein, the Company shall be entitled to set off such monies against the Outstanding Balance(s) owed by the Company in respect of the Debenture(s) held by such Debenture Holder(s).

9.6 Power of the Debenture Trustee to Invest Unclaimed Amount

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

9.7 Authorised Investments

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

9.8 Power of Debenture Trustee to Borrow

The Debenture Trustee shall only with the consent in writing of the Super Majority or with the authority of the Super Majority Resolution, raise or borrow moneys on the security of the Mortgage Property or any part thereof ranking in priority or *pari passu* with or subservient to these presents as the Debenture Trustee with such consent or sanction shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise or any duties or obligations of the Debenture Trustee or the Receiver or otherwise in relation to the Mortgage Property or these presents or for the purpose of paying off or discharging any charges and expenses which shall be incurred by the Debenture Trustee under these presents and the Debenture Trustee may raise and borrow such moneys at such rate or rates of interest and generally on such terms and conditions as the Debenture Trustee shall think fit.

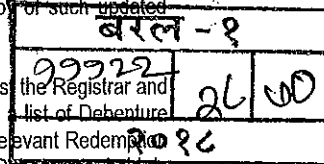
9.9 Register of Debenture Holder

(a) The Company shall, as required by the provisions of the Act, keep and maintain a Register of the Debenture Holders, for Debentures held in physical as well as dematerialized/electronic form and enter therein the particulars prescribed under the Act and related rules, including addresses of the Debenture Holders, record of subsequent transfers and changes of ownership and provide a certified true copy of such updated register of Debenture Holder(s) to the Debenture Trustee.

(b) In case of Debentures held in physical form, the Company shall request the Registrar and Transfer Agent for the issue of respective tranche / series to provide a list of Debenture Holder(s) as on the day falling 15 (Fifteen) calendar days before the relevant Redemption Date and interest payment date respectively or in the case of Debentures held in dematerialized/electronic form, the Company shall request the Depository, to provide the aforesaid list as on the close of day 7 (Seven) Business Days prior to the relevant Redemption Date or such number of days as may be required under Applicable Law ("Record Date") and this shall be the list which shall be considered for payment of Outstanding Balance(s). In case of joint Holders of Debentures, payment shall be made to the one whose name stands first in the List of Debenture Holder(s). All payments shall be made in Indian Rupees only.

9.10 Discharge of the Liability of the Company in relation to the Debentures

All payments made in full in accordance with Clause 3 read together with Clause 9.9 above, shall be considered a legal discharge of the liability of the Company towards the Debenture Holder(s). On such payment being made, the Company will inform the Depositories and accordingly the account of the Debenture Holder(s) with Depositories will be adjusted. The Company's liability to the Debenture Holder(s) in respect of all their rights including for Payment or otherwise shall cease and stand extinguished after maturity, in all events save and except for the Debenture Holder's right of redemption as stated above. Upon dispatching the payment instrument towards all the payments in full as specified in Clause 3 read together with Clause 9.9 above in respect of the Debentures, the liability of the Company shall stand extinguished.



9.11 When Debenture Trustee may interfere

Until the happening of a Security Enforcement Event, the Debenture Trustee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Company or its business or the custody, care, preservation or repair of the Mortgage Property or any part thereof.

9.12 Debenture Redemption Reserve

As per the provisions of sub-rule 7 of Rule 18 of the Companies (Share Capital and Debentures) Rules, 2014, no debenture redemption reserve is required to be created by non-banking financial companies registered with the RBI under section 45IA of the Reserve Bank of India Act, 1934, in respect of privately placed debentures. Pursuant to this rule, the Company, being the non-banking financial company, registered with RBI, is exempt from creation of debenture redemption reserve in respect of the Debentures.

10. REPRESENTATIONS AND WARRANTIES

10.1 Debenture Trustee Representations and Warranties

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

- (a) That 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 and delivery of this Deed and completion of the transactions contemplated hereby or compliance by it with any of provisions hereof will not (to the best of its knowledge and belief):
 - (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 including the Mortgage Property; or
 - (iii) violate any Applicable Law, or any order, writ, injunction, decree, statute, rule or regulation applicable to it.



Company's Representations and Warranties

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

(a) Status

It is a company, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(b) Binding obligations

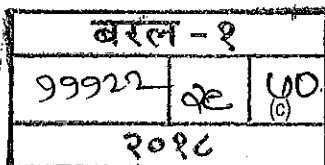
The obligations expressed to be assumed by it in each of the Transaction Documents to which it is a party are, subject to any general principles of law, Company's binding obligations.

Power and authority

It has/will have the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Document(s) to which it is a Party.

(d) Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents to which it is a party do not and will not conflict with:



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

(e) **Validity and admissibility in evidence**

All resolutions, consents and Government Approvals required or desirable:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the 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) **Insolvency**

It has not taken any action nor (to the best of the Company's knowledge and belief) have any steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution or re-organisation, or for the appointment of a liquidator, receiver, or other similar officer in respect of it or any of its assets.

(g) **No misleading information**

Any factual information that will be provided by it for the purposes of the Disclosure Document(s) will be true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(h) **No proceedings pending or threatened**

No litigation, arbitration, administrative, judicial, quasi-judicial proceedings of or before any Government/ Regulatory/ Statutory body have (to the best of the Company's knowledge and belief) been started against it, nor is there subsisting any unsatisfied judgment or award given against it by any court, tribunal arbitrator or other judicial, quasi-judicial, regulatory body, which affects the legality, validity, binding effect or enforceability of the Transaction Document(s)/ this Deed/ Financial Document(s) including the Security created over the Mortgage Property and the Hypothecated Assets.

(i) **Filing**

Under the law of its jurisdiction of incorporation it is not necessary that any of the Transaction Documents be filed, recorded or enrolled with any Government (to the best of the Company's knowledge and belief) save and except for this Deed, the Disclosure Document(s) or such other document which is required to be filed with the Registrar of Companies and SEBI (in case any tranche is listed on the Exchange), and this Deed with the sub-registrar of assurances and with the Exchange (in case any tranche is listed on the Exchange).

(j) **Compliance with Applicable Law**

The Company has (to the best of its knowledge and belief) complied in all material respects with all Applicable Laws to which it may be subject, where the failure to so comply would materially impair its ability to perform its obligations under the Transaction Document(s).

(k) **Security**

Save and except the charge created hereunder to secure the Debentures and except the charges existing on the date of creation of charge as laid down hereunder:

- (i) Debenture Trust Deed cum Deed of Mortgage and Deed of Hypothecation dated December 21, 2009 (Charge created on 21.12.2009)
- (ii) Debenture Trust Deed cum Deed of Mortgage and Deed of Hypothecation dated August 10 2015 (Charge created on 10.08.2015)

the Mortgage Property hereinbefore expressed to be granted, conveyed, assigned, transferred and assured unto the Debenture Trustee is the sole and absolute property of



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the Company and the Company has the power to mortgage such Mortgage Property in favour of the Debenture Trustee.

(l) **Transaction Documents**

The Company shall provide to the Debenture 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.

- (m) The Company confirms that all necessary disclosures have been/ will be made in the relevant Disclosure Document(s) including but not limited to statutory and other regulatory disclosures. The Company has made/will make, inter alia, the following disclosures in the Disclosure Document(s): Investors should carefully read and note the contents of the relevant Disclosure Document(s). Each prospective investor should make its own independent assessment of the merit of the investment in non-convertible debentures and the issuer Company. Prospective investors should consult their own financial, legal, tax and other professional advisors as to the risks and investment considerations arising from an investment in the non-convertible debentures.

- (n) The Debenture Trustee, "ipso facto" does not have the obligations of a borrower, principal debtor or a guarantor as to the monies paid/invested by investors in the Debentures.

- (o) The Company, wherever applicable in relation to the Debentures, has complied with/will comply with all the provisions of SEBI (Debenture Trustees) Regulations, 1991, SEBI (Issue and Listing of Debt Securities) Regulations, 2008, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI Circular SEBI/IMD/BOND/1/2009/11/05 dated the 11th May, 2009 on Simplified Listing Agreement for Debt Securities read with the SEBI Circular No. SEBI/IMD/DOF-1/BOND/Cir-5/2009 dated the 26th November, 2009, the Act, Companies (Share Capital and Debentures) Rules, 2014, Companies (Prospectus and Allotment of Securities) Rules, 2014, Issuance of Non-convertible Debentures (Reserve Bank) Directions, 2010, RBI notification number DNBR (PD) CC No.021/03.10.001/2014-15 (Raising Money through Private Placement of Non-Convertible Debentures (NCDs) by NBFCs) and the Master Direction No. RBI/DNBR/2016-17/45 Master Direction DNBR. PD. 008/03.10.119/2016-17 on Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, issued by the RBI as amended from time to time and/or any other notification, circular, press release issued by SEBI / RBI, from time to time.



COMPANY'S COVENANTS

The Company declares, represents and covenants to the Debenture Trustee that the Company shall execute all such deeds, documents and assurances and do all such acts and things as the Debenture Trustee may reasonably require for exercising the rights under this Deed and the Debentures and for perfecting this Deed and the Security under this Deed created in favour of the Debenture Trustee for the benefit of the Debenture Holder(s).

- 11.2 The Company hereby covenants with the Debenture Trustee that the Company will, at all times during the term of this Deed:

- (a) Carry on and conduct its business as a going concern;
- (b) Utilise the monies received upon subscription to the Debentures solely towards the purpose stated in the Disclosure Document(s);

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- (c) Keep proper books of account as required by the Act and therein make true and proper entries of all dealings and transactions of and in relation to the business of the Company and keep the said books of account and all other books, registers and other documents relating to the affairs of the Company at its Registered Office or, where permitted by Applicable Law, at other place or places where the books of account and documents of a similar nature may be kept. The said books of account and the charged assets will be kept open for inspection of the Debenture Trustee (either by itself or through such other person as the Debenture Trustee may deem fit including a Chartered Accountant) at the cost of the Company, on receipt of 10 (ten) days' notice from the Debenture Trustee;

- (d) The Company shall, if and as required by the Companies Act, 2013, keep at its Registered Office, a Register of the Debenture Holder(s) or ensure that the Depository



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maintains register and index of beneficial owners of the dematerialized Debentures in their records. For the above purpose the Company shall request the Registrar and Transfer Agent of the Issue or the Depository, in case of dematerialised Debentures, to provide a list of Debenture Holder(s) as at the end of day on the day falling on the Record Dates. The Debenture Trustee and/or the Debenture Holders or any of them or any other person shall, as provided in the Companies Act, be entitled to inspect the said Register of Debenture Holder(s) and to take copies of or extracts from the same or any part thereof during usual business hours;

- (e) Ensure the implementation of the conditions regarding creation of Security for the Debentures;
- (f) Give to the Debenture Trustee such information as the Debenture Trustee shall reasonably require as to all matters relating to the business, property and affairs of the Company and at the time of the issue thereof to the shareholders of the Company furnish to the Debenture Trustee 1 (one) copy of every balance sheet, profit and loss account issued to the shareholders of the Company;
- (g) If required under the Applicable Law, insure and keep insured, upto the replacement value thereof, or on such other basis as approved by the Debenture Trustee (including surveyor's and architect's fees) the Mortgage Property, which is capable of being insured as such and in respect of which property it is common industry practice to obtain such insurance, and shall duly pay all premia and other sums payable for the purpose. The insurance in respect of the Mortgage Property shall be taken in the name of the Company and if so required by the Debenture Trustee, the loss payee of any such insurance would be the Debenture Trustee and any other person having a charge on the Mortgage Property and acceptable to the Debenture Trustee. The Company shall keep the copies of the insurance policies and renewals thereof with the Debenture Trustee, if so required by the Debenture Trustee. In the event of failure on the part of the Company to insure the Mortgage Property or to pay the insurance premia or other sums referred to above, the Debenture Trustee may but shall not be bound to get the Mortgage Property insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Company;
- (h) ensure that the book value of the Security, shall always be of such value so as to maintain the Asset Cover Ratio at or above the Minimum Security Cover in terms of this Deed and the Deed of Hypothecation and in this regard if the Debenture Trustee so requires, the Company shall provide a certificate from an independent chartered accountant confirming that the value of the Security is sufficient to maintain the Asset Cover Ratio at or above the Minimum Security Cover as on the Asset Cover Testing Date for which such certificate is issued. On reasonable demand by the Debenture Trustee, the Company shall submit valuation certificate in respect of the Mortgage Property. The valuation of the Security shall be on the basis of the book value or such other method which may be indicated in the valuation certificate. Without prejudice to the foregoing, the Company may during the continuance of this Deed, carry out at the reasonable request of the Debenture Trustee further valuation of the Security or any part thereof. The cost of such valuation shall be borne by the Company;
- (i) The Company shall within 2 (two) Business Days from the Deemed Date of Allotment or such number of days as may be required under Applicable Law, take reasonable steps to credit the beneficiary account of the Debenture Holder(s)/ allottee(s) with the Depository as mentioned in the application form with the number of Debentures allotted.
- (j) The Company shall not utilize the monies raised through this private placement unless the allotment of Debentures is made and the return of allotment (PAS-3) is filed with the Registrar of Companies within 15 (fifteen) days from the Deemed Date of Allotment or within such days as may be prescribed under Applicable Law.
- (k) The Company shall, until the Secured Obligation(s) have been unconditionally and irrevocably repaid and satisfied in full punctually pay all Taxes in respect of the Mortgage Property imposed upon or lawfully payable by the Company as and when the same shall become payable, save to the extent the Company contests the same in good faith in respect of the Mortgage Property or any part thereof or the carrying out by the Company or maintenance of any business or operations thereon and thereby shall prevent any part of such Mortgage Property from becoming charged with the payment of any imposts, duties and Taxes lawfully payable by the Company;

- (l) The Company shall punctually pay or ensure payment of all rents, cesses, insurance



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premium, rates, taxes and outgoings including stamp duties in connection with any part of Mortgage Property so as to keep the same free from any other interest, other than the Security or any other interest permitted under the Transaction Document(s);

- (m) Diligently preserve the corporate existence and status of the Company. The Company will not do or voluntarily suffer or permit to be done any act or thing whereby the right to transact the business of the Company might or could be terminated or adversely effected or whereby payment of the Payments might or would be hindered or delayed;
- (n) Not undertake or permit any merger, consolidation, reorganisation scheme or arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction, in all cases which may have a material adverse effect on the interests of the Debenture Holder(s) under the Transaction Document(s) without the prior approval of the Debenture Trustee;
- (o) Except in terms hereof or the Transaction Documents, not sell or dispose of the Mortgage Property or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind save and except as permitted under the Transaction Document(s) herein without the prior approval of the Debenture Trustee;
- (p) Promptly inform the Debenture Trustee if the Company has knowledge of any application for winding up having been made or any statutory notice of winding up under the Act or otherwise of any suit or other legal process filed or initiated against the Company and affecting the title of the Company to the Mortgage Property or if a receiver is appointed for any of its properties or business or undertaking;
- (q) Duly cause these presents to be registered in all respects so as to comply with the provisions of the Applicable Law;
- (r) Promptly inform the Debenture Trustee of any loss or damage which the Company may suffer due to any force majeure circumstances or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Company may not have insured the Mortgage Property and which would result into material adverse effect on the business or assets of the Company;

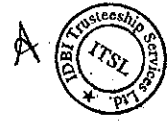
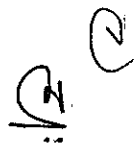
The Company shall furnish quarterly report to the Debenture Trustee containing the following particulars:

- (i) Updated list of the names and addresses of the Debenture Holder(s);
- (ii) Details of the Interest payments due, but unpaid and reasons thereof;
- (iii) The number and nature of grievances received from the Debenture Holder(s) and resolved by the Company and those grievances not yet solved to the satisfaction of the Debenture Holder(s) and reasons for the same;
- (iv) any major change in composition of the Board of Directors of the Company, which may amount to change in control as defined in SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
- (v) a statement that those assets of the Company which are available by way of Security in terms of the Transaction Documents, as amended from time to time, is sufficient (at book value) to discharge the claims of the Debenture Holders as and when they become due;

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The Company shall, in case any series/tranche of the Debentures are listed, to the extent required under the debt listing agreement entered into between the Company and the Exchange and SEBI (Listing Obligations & Discloser Requirement) Regulation, 2015 submit to the Exchange for dissemination, along with the half yearly financial results, a half-yearly communication, counter signed by the Debenture Trustee, containing, *inter alia*, the following information:

- (i) credit rating and change in credit rating (if any);
- (ii) debt-equity ratio;
- (iii) previous due date for the payment of interest/ repayment of principal of non-



convertible debt securities and whether the same has been paid or not; and

- (iv) debenture redemption reserve;
- (v) net worth;
- (vi) net profit after tax;
- (vii) earnings per share;

(u) The Company shall also furnish to the Debenture Trustee the following documents:

(i) On a quarterly basis:

- A. Certificate from director/managing director of the Company, certifying the book value of receivables/book debts outstanding as on the Asset Testing Date; and
- B. Certificate from an independent chartered accountant certifying the book value of receivables/book debts outstanding as on the asset testing date.

(v) promptly inform the Debenture Trustee of any major change in the composition of the board of directors of the Company;

(w) attend to and redress the grievances, if any, of the Debenture Holder(s). The Company further undertakes that it shall promptly consider the suggestions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance;

(x) comply with the provisions of Section 125 of the Companies Act, 2013 or such other law as may be applicable in this regard, relating to transfer of unclaimed/unpaid amounts of monies due on debentures and redemption of debentures to Investor Education and Protection Fund (IEPF);

(y) inform the Debenture Trustee about any change in nature and conduct of business before such change.

(z) The Company shall not declare any dividend to its shareholders in any year until the Company has paid or made satisfactory provision for the payment of the instalments of principal and interest due on the Debentures;

(aa) The Company shall keep the Debenture Trustee informed of all orders, directions of court/tribunal affecting or likely to affect the Mortgage Property or any part thereof;

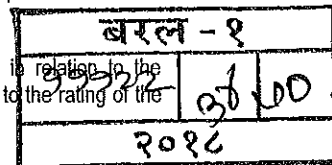
(bb) In case an Event of Default occurs and is subsisting, not declare or pay any dividend to its shareholders without the prior written consent (which consent shall be provided within reasonable time) of the Debenture Trustee (acting on the instructions of the Super Majority).

(cc) Comply with the conditions stipulated by the rating agency, if any, in relation to the Debentures and bear all such costs and expenses incurred in relation to the rating of the Debentures;

(dd) Company shall submit the following disclosures to the Debenture Trustee in electronic form (soft copy) when requested by the Debenture Trustee:

- (i) Memorandum and Articles of Association and necessary resolution(s) for the allotment of the Debentures;
- (ii) Copy of last three years' audited Annual Reports;
- (iii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
- (iv) Latest Audited / Limited Review Half Yearly Consolidated (wherever available) and Standalone Financial Information (Profit & Loss statement, Balance Sheet and Cash Flow statement) and auditor qualifications, if any.

(v) An undertaking to the effect that the Company would, till the redemption of the debt securities, submit the details mentioned in point (iv) above to the Debenture Trustee within the timelines as mentioned in Simplified Listing Agreement issued



by SEBI vide circular No. SEBI/MD/BOND/1/2009/11/05 dated May 11, 2009 as amended from time to time, for furnishing /publishing its half yearly/ annual result. Further, the Company shall within 180 days from the end of the financial year, submit a copy of the latest annual report to the Trustee.

(ee) Additional Covenants

(i) Security Creation

If not already executed, the Company shall execute the Trust Deed within 90 (ninety) days of the Deemed Date of Allotment in respect of the Debentures allotted under the first series of Debentures. In case of a delay in execution of this Deed and Security Documents, the Company will refund the subscription with agreed rate of interest or will pay penal interest of 2% (Two Percent) p.a. over the Coupon Rate till these conditions are complied with at the option of the investor.

(ii) Default in Payment and Other Defaults

In case of default in payment of interest and/or principal redemption on due dates or observance of any other terms, conditions or covenants under this Deed, Disclosure Document(s) in respect of a relevant tranche / series of the Debentures, additional interest/ default interest of @ 2% p.a. or such other rate as may be prescribed under the Applicable Law over and above the applicable implicit yield / Coupon Rate/ Interest Rate will be payable by the Company for the defaulting period in respect of such tranche /series of the Debentures.

(iii) Delay in Listing

In case of delay in listing of the debt securities, wherever applicable, beyond 20 (twenty) days from the Deemed Date of Allotment or such number of days as may be allowed (for getting the Debentures listed) under the Applicable Law in respect of the relevant tranche of the Debentures, the Company will pay default/ additional interest of at least 1 % p.a. over the coupon rate or such other rate as may be prescribed under the Applicable Law from the expiry of 30 (thirty) days from the Deemed Date of Allotment (or such number of days as may be prescribed under Applicable Law) till the listing of such debt securities to the investor.



Filings, Compliances etc.:

The Company shall take all due corporate action as also ensure all necessary approvals, filings and reportings in accordance with all Applicable Laws and its constitutional documents for and towards all the matters covered by this Deed including for placement/ private placement, issue, allotment of Debentures, issuance and filing of the Disclosure Document(s), due and proper filing of necessary forms as may be prescribed and as are applicable under the Rules issued under the Act and ensure proper registration of the same, within the timelines mentioned in the Rules or any other Applicable Law from time to time with payment of all applicable fees etc. in respect thereof, including:

- (i) Filing of the special resolution under Section 42 of the Act and the Board Resolution under section 179 (3) of the Act with the Registrar of Companies.
- (ii) Filing of Form PAS-3 with the relevant Registrar of Companies with the prescribed fees along with a complete list of the Debenture Holders in relation to allotment of Debentures containing:

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- i. the full name, address, Permanent Account Number and E-mail ID of the Debenture Holder(s);
- ii. the class of security held;
- iii. the date of allotment of the Debentures;
- iv. the number of Debentures held, nominal value and amount paid on such Debentures; and
- v. particulars of consideration received if the Debentures were issued for consideration other than cash.

within 15 (fifteen) days of the Deemed Date of Allotment or such number of days



as may be required under the Applicable Law.

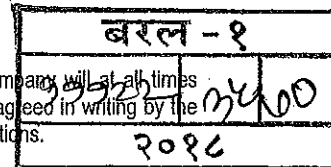
- (iii) maintaining a complete record of the Issue in form PAS-5.
- (iv) The private placement offer cum application letter shall be in the form of an application in Form PAS-4 serially numbered and addressed specifically to the person to whom the private placement offer is made and shall be sent to such person, either in writing or in electronic mode, within 30 (thirty) days (or such number of days as may be prescribed under Applicable Law) of recording the name of such person pursuant to sub-section (3) of Section 42 of the Act.

Provided that no person other than the person so addressed in the private placement offer cum application letter shall be allowed to apply through such application letter and any application not conforming to this condition shall be treated as invalid.

- (v) Filing of CHG-9 with the relevant Registrar of Companies in relation to creation of charge over the Mortgage Property/Hypothecated Assets.
- (gg) Other Affirmative Covenants:
 - (i) The Company shall within 1 (one) Business Day of the Deemed Date of Allotment, enter the particulars of the Debenture Holders in the register of debenture holders maintained by the Company and provide a letter to the trustee confirming the same
 - (ii) The Company shall within 45 (Forty Five) days (or such number of days as may be prescribed under Applicable Law) from the close of the relevant financial year provide the Debenture Trustee (for the benefit of the Debenture Holders) a certificate from an independent chartered accountant certifying the subscription amount raised during the relevant financial year.
 - (iii) On the relevant due dates for payments of Coupon and Redemption Amounts, the Company hereby agrees and undertakes to confirm to the Debenture Trustee and Credit Rating Agencies (CRAs), ISIN wise status of payment of Coupon and Redemption Amount to the Debenture Holders in the form as provided to stock exchange/regulatory authorities or in the format as mutually agreed upon.
 - (iv) Further the Issuer Company also covenant to furnish the Debenture Trustee and Credit Rating Agency a copy of the certificate submitted by the Company to the Stock Exchange under Regulation 57(i) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

11.3 Financial Covenants and Conditions

The Company hereby covenants with the Debenture Trustee that the Company will at all times during the term of these presents (except as may otherwise be previously agreed in writing by the Debenture Trustee) comply with each of the Financial Covenants and Conditions.



12. BREACH OF COVENANT BY THE COMPANY MAY BE WAIVED

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

13. EVENTS OF DEFAULT

13.1 Subject to provisions of Clauses 13.2 and 13.3 below, the occurrence of any of the following events shall be deemed to be an event of default in respect of relevant tranche/series in terms of this deed, if not cured at the end of the cure period, if any, specified therefor hereunder:

- (a) When the Company makes two consecutive defaults in the payment of any interest or other charges (except the principal) when due in respect of any of the Debentures issued under any series/ tranche which ought to have been paid in accordance with the terms of the issue of such Debentures under that series/ tranche and fails to cure such default

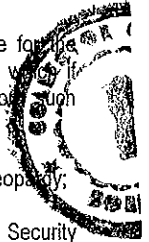


within a maximum period of 90 (ninety) days from the scheduled date for making such payment;

- (b) When the Company being in default of its obligation to pay the Redemption Amount in respect of any of the Debentures issued under any series/ tranche which ought to have been paid in accordance with the terms of the issue of such Debentures under that series/ tranche, fails to cure such default within a maximum period of 90 (ninety) days from the scheduled date for making such payment;
- (c) When the Company, without the consent of the Debenture Trustee (acting on the instructions of Super Majority or under the authority of Super Majority Resolution), ceases to carry on its business or gives notice of its intention to do so;
- (d) When an order has been made by the Tribunal or a special resolution has been passed by the members of the Company for winding up of the Company;
- (e) Any information given by the Company in the reports and other information furnished by the Company and the warranties given/deemed to have been given by it to the Debenture Trustee is misleading or incorrect in any material respect, which if capable of being cured is not cured within a period of 90 (ninety) days from the date of the Company receiving notice of such occurrence from the Debenture Trustee;
- (f) If there is express admission by the Company of its inability to pay its debts or proceedings for taking it into liquidation, either voluntarily or compulsorily, have been commenced;
- (g) The Company has voluntarily or involuntarily become the subject of bankruptcy proceedings and consequently the Company is voluntarily or involuntarily dissolved;
- (h) A Receiver or a liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Company;



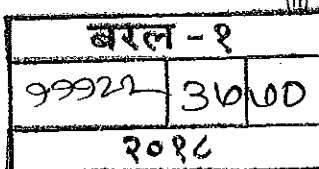
If, any extra-ordinary circumstances have occurred which make it improbable for the Company to fulfill its obligations under these presents and/or these Debentures, which are capable of being cured is not cured within a period of 90 (Ninety) days from such occurrence;



When in the opinion of the Debenture Trustee, the Security for Debentures is in jeopardy;

When the Company creates any charge, mortgage or other encumbrance on the Security or any part thereof, otherwise than as permitted under this Deed, the Security Documents or the Transaction Documents;

- (i) If, an attachment or distraint has been levied on the Security exceeding at least 20% (twenty percent) of the total book value of all the assets of the Company or certificate proceedings have been taken or commenced for recovery of any dues of value exceeding 20% (twenty percent) of the total book value of all the assets of the Company;
- (m) When the book value of the Security is not sufficient to maintain the Asset Cover Ratio at or above the Minimum Security Cover in terms of this Deed, and the Company fails to cure such breach by providing Additional Security or reducing the debt obligation within a maximum period of 90 (ninety) days from the date on which the Company became aware of such breach;



- (n) When the Company being in default of its performance or observance of any covenant, condition or provision contained in the Disclosure Document(s) or in these presents and/or the Financial Covenants and Conditions (other than the obligations/defaults/breaches mentioned above) and where such default is capable of cure, such default continues for 90 (ninety) days from the date of breach or of a notice in this regard by the Debenture Trustee, OR when any breach (except the ones mentioned above) of the terms of the relevant Disclosure Document(s) pertaining to any series/ tranche of Debentures or of the covenants of this Deed is committed by the Company and where it is capable of cure, is not cured within a period of 90 (ninety) days from the date of breach;

- (o) The breach of any of the terms and conditions of the Deed of Hypothecation and the Company fails to cure such breach within a maximum period of 90 (ninety) days from the date of receipt of a written notice from the Debenture Trustee regarding such a breach;



For the avoidance of doubt, it is clarified that the occurrence of any of the above events, if not cured at the end of the cure period, if any specified therefor hereinabove, shall be deemed to be an Event of Default in respect of relevant tranche/series and shall be restricted to the relevant tranche/series and not be considered as or result into cross default of any kind including across different series/tranches.

13.2 Upon the occurrence of an Event of Default as set out in Clause 13.1 above, the Parties shall adhere to and follow the process set out hereunder:

(a) The Debenture Trustee shall (acting upon the instructions of the Majority Debenture Holders in case the Event of Default has occurred in respect of their respective series/tranche or upon the instructions of the Super Majority in case the Event of Default has occurred in respect of all tranches), issue a notice, in writing, to the Company ("EOD Notice"), setting out the Event of Default that has occurred and that such Event of Default has not been cured within the cure period provided for such Event of Default.

(b) Upon issuance of the EOD Notice, the Parties shall initiate mutual discussions to determine the most suitable manner to resolve/correct the Event of Default. The Parties agree that such mutual discussions shall be concluded within a period of 90 (ninety) days from the date of commencement of such discussions (or within such further period as may be agreed to between the Company and the Debenture Trustee (acting upon the instructions of the Majority Debenture Holders in case the Event of Default has occurred in respect of their respective relevant series/tranche or upon the instructions of the Super Majority in case the Event of Default has occurred in respect of all tranches)) ("Discussion Period"). Upon expiry of the aforesaid Discussion Period, in the event the Parties fail to reach a consensus on the most suitable manner of curing the Event of Default; and/or the Company fails to cure the Event of Default; and/or the Company fails to redeem the relevant tranche(s) of the Debentures in respect of which the Event of Default has occurred; the Debenture Trustee (acting upon the instructions of the Majority Debenture Holders in case the Event of Default has occurred in respect of their respective series/tranche or upon the instructions of the Super Majority in case the Event of Default has occurred in respect of all tranches) shall be entitled to issue a further notice ("EOD Determination Notice") which shall set out:

(i) Any further time period that may be allowed by the Debenture Trustee (acting upon the instructions of the Majority Debenture Holders in case the Event of Default has occurred in respect of their respective series/tranche or upon the instructions of the Super Majority in case the Event of Default has occurred in respect of all tranches) for curing the Event of Default; and/or

(ii) A proposal for redemption of the relevant tranche(s) of the Debentures/Debentures, as the case may be, within the period set out in the EOD Determination Notice.

(c) Any failure on the part of the Company to:

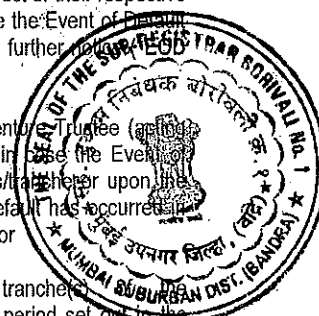
(i) Cure the Event of Default within the time period provided in the EOD Determination Notice; or

(ii) Redeem the relevant tranche(s) of the Debentures/Debentures as the case may be, within a period set out in the EOD Determination Notice;

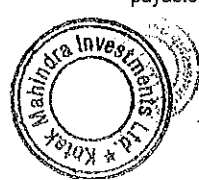
shall, without the requirement of issuance of any further notice in this regard, amount to an acceleration event ("Acceleration Event") and shall entitle the Debenture Trustee to take such steps as set out in Clause 13.3 below.

13.3 Upon and at any time after the occurrence of an Acceleration Event in respect of Debentures issued under any one series/ tranche, the Debenture Trustee shall, if so directed by the Debenture Holder(s) of the relevant series/ tranche of the Debentures under the consent of the Majority Debenture Holders or under the authority of Majority Debenture Holders Resolution, be entitled to do following things in the order mentioned below:

(a) firstly, accelerate the redemption of the relevant series/ tranche of the Debentures and thereupon the amounts due under the relevant Security Documents including the Payments in respect of the relevant series/tranche shall become immediately due and payable in relation to such relevant series/tranche;



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(b) secondly, upon the failure on the part of the Company to redeem the relevant series/tranche pursuant to clause 13.3(a) above within the time period stipulated in this regard ("Security Enforcement Event"), the Debenture Trustee shall, if so directed by Debenture Holder(s) under the consent of the Super Majority or under the authority of Super Majority Resolution;

- (i) enforce its charge over the Security in terms of the Transaction Document(s) to recover the amounts due in respect of the relevant series/ tranche(s) of the Debentures or all the Debentures; and/or
- (ii) exercise any other right or pursue any remedies that the Debenture Trustee and / or Debenture Holder(s) may have under/ pursuant to the Transaction Document(s) or under the Applicable law.

If any Event of Default has occurred, upon becoming aware of the occurrence of such Event of Default, the Company shall, promptly give notice thereof to the Debenture Trustee, in writing, specifying the nature of Event of Default. In addition to the above, and without prejudice to the Company's obligation to make payment of default interest on account of any delay in relation to making of any payments due in relation to the Debentures, so long as there shall be an Event of Default other than an event of default pertaining to a payment default, the Company shall pay an additional interest, if applicable, as specified in the Disclosure Document(s) per annum over and above the applicable implicit yield / Coupon Rate/ Interest Rate until such Event of Default is rectified, without any prejudice to the remedies available to the Debenture Holder(s) in the consequences of Events of Default. Further, except in accordance with this Deed and as expressly required to perform under written instructions in terms of this Deed, the Debenture Trustee shall not have any duty to determine the occurrence of an Event of Default. It is hereby agreed to between the Parties that the occurrence of a Security Enforcement Event shall amount to a cross default in relation to all other tranches/series of the Debentures giving an option to all the Debenture Holders across all series to immediately call a Security Enforcement Event and enforce the Security, in terms hereof. For the avoidance of doubt, it is hereby clarified that happening of an Event of Default shall not amount to a cross default in respect of all or any tranches/series and shall not give any right to the Debenture Holders in other tranches/series to claim a default or an Event of Default under their series/tranche except for on occurrence of the Security Enforcement Event.



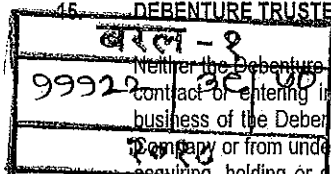
It is to be clarified that no Security Enforcement Event can be called by the Debenture Trustee (acting upon the instructions of the Super Majority) until the process set out in Clauses 13.2 and 13.3 has been followed.

Pursuant to the exercising of any action by the Debenture Trustee due to occurrence of a Security Enforcement Event in accordance with Clause 13.3(b) above, for the purpose of distribution of any amounts to the Debenture Holders pursuant thereto and/or upon receiving any amount by the Debenture Trustee from the Company (whether upon the order of the National Company Law Tribunal, any Courts or any other Government authority), the Debenture Trustee shall open a separate account with any bank in the name of the "Company name - ITSL - Redemption Distribution Account" or in such other name as may be decided by the Debenture Trustee as the case may be.

14. POWER OF DEBENTURE TRUSTEE TO EMPLOY AGENTS

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

15. DEBENTURE TRUSTEE MAY CONTRACT WITH COMPANY



Neither the Debenture Trustee nor any agent of the Debenture Trustee shall be precluded from making any contract or entering into any arrangement or transaction with the Company in the ordinary course of business of the Debenture Trustee or from undertaking any banking, financial or agency services for the Company or from underwriting or guaranteeing the subscription of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the stocks or shares or debentures or debenture stocks or any other securities whatsoever of the Company or in which the Company may be interested either with or without a commission or other remuneration or otherwise at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the Company or being concerned or interested in any such contract or arrangement or transaction which any other company or Person not being



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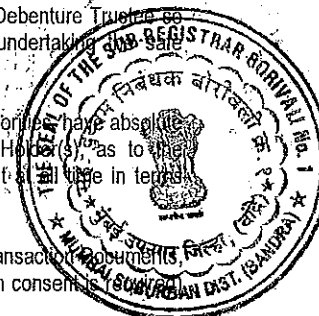


the Debenture Trustee of these presents would be entitled to enter into with the Company and the Debenture Trustee or any agent of the Debenture Trustee shall also be allowed to retain for its or his own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to it or him.

16. RIGHTS AND DUTIES OF THE DEBENTURE TRUSTEE

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

- (a) The Debenture Trustee may, in relation to these presents and the other Transaction Document(s), act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise. Any such advice, opinion or information and any communication passing between the Debenture Trustee and their representative or attorney or a Receiver appointed by them may be obtained or sent by letter.
- (b) The Debenture Trustee shall act only in accordance with this Deed and other Transaction Documents, and where the same is silent, on the instructions of the Super Majority or with the authority of the Super Majority Resolution or Majority Debenture Holder(s) or with the authority of the Majority Resolution if the act pertains to a relevant series or tranche of the Debentures (as the case may be);
- (c) The Debenture Trustee shall be at liberty to accept a certificate signed by any one of the directors of the Company as to any act or matter *prima facie* within the knowledge of the Company as sufficient evidence thereof;
- (d) The Debenture Trustee shall be at liberty to keep these presents and all deeds and other documents of title, if any, relating to the Security created / to be created in favour of the Debenture Trustee at their registered office or elsewhere or if the Debenture Trustee so decide with any banker or company whose business includes undertaking the safe custody of documents or with an advocates or firm of solicitors;
- (e) The Debenture Trustee shall, as regards, all trusts, powers and authorities have absolute and uncontrolled discretion, in consultation with the Debenture Holder(s), as to the exercise thereof and to the mode and time of exercise thereof but all time in terms hereof;
- (f) With a view to facilitating any dealing under any provisions of the Transaction Documents the Debenture Trustee shall have full power to consent (where such consent is required) to a specified transaction or class of transactions unconditionally;
- (g) The Debenture Trustee shall have full power, in consultation with the Debenture Holder(s), to determine all questions and doubts (and not specified in this Deed) arising in relation to any of the provisions of the Transaction Documents and every such determination bona fide made (whether or not the same shall relate wholly or partially to the acts or proceedings of the Debenture Trustee) shall be conclusive and binding upon all Persons interested under these presents;
- (h) The Debenture Trustee shall accept, perfect, manage and administer the Security and, for that purpose, without the prior consent of the Debenture Holders, perform all such acts, deeds and things which the Debenture Trustee may, from time to time, deem necessary for or incidental to the management and administration of the rights and Security interest vested in it, including but not limited to executing this Deed, the Deed of Hypothecation and such deeds and documents modifying these presents and the Deed of Hypothecation, for this purpose;
- (i) Upon written instructions of the requisite majority of the Debenture Holders, as required under this Deed and the Security Documents, Debenture Trustee shall enforce the Security and receive and distribute and/or apply all monies in accordance with the terms hereof and of the Security Documents;
- (j) The Debenture Trustee shall take all relevant actions (or refrain from taking any action, as the case may be) in order to preserve the interest and rights of the Debenture Holders as and where necessary to do so and to refrain from any acts and avoid any omissions which might prejudice the validity of the rights of the Debenture Holders, all in accordance with



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the terms and conditions of the Security Documents;

- (k) The Debenture Trustee shall take all relevant actions (or refrain from taking any, as the case may be) to preserve the interest and rights in the Security as and where necessary to do so and to refrain from any acts and avoid any omissions which might prejudice the value of the Security or the validity of the rights of the Debenture Holders and/or the Security, all in accordance with the terms and conditions of the Security Documents;
- (l) The Debenture Trustee shall, upon being requested by any Debenture Holder, promptly provide to the Debenture Holders all such information, which the Debenture Trustee has received in its capacity as the Debenture Trustee from the Company or from any other Person. However, the Debenture Trustee shall be under no obligation to provide the Debenture Holders with any credit or other information concerning the financial condition or affairs of the Company unless such information is received by it as the Debenture Trustee for the benefit of the Debenture Holders;
- (m) Segregation of funds and property

Monies and other property received by the Debenture Trustee pursuant to this Deed shall, until used or applied, be held in trust for the purposes for which they were received, and shall be segregated and held distinct from the Debenture Trustee's own monies and assets. For the avoidance of doubt, the Parties agree, acknowledge and confirm, that the monies and other assets constituting or representing Security held by the Debenture Trustee shall not be considered as part of the assets of the Debenture Trustee, being trust property, and shall not, in the case of bankruptcy or liquidation of the Debenture Trustee, be considered as its assets and shall not be available to the liquidator, bankruptcy trustee or other creditor of the Debenture Trustee and such monies and properties shall be wholly excluded from the assets of the Debenture Trustee in such bankruptcy.

PROVIDED NEVERTHELESS that nothing contained in this Clause shall exempt the Debenture Trustee from or indemnify it against any liability for fraud, gross negligence, wilful misconduct, breach of trust or contract which was knowingly or intentionally committed by it nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any fraud, gross negligence, wilful misconduct, breach of trust or contract which they may be guilty in relation to their duties thereunder.



17. RIGHTS OF THE DEBENTURE HOLDERS

The rights of each Debenture Holder under or in connection with this Deed are separate and independent rights, provided however that if such rights pertain to the enforcement of the Security, the same can only be exercised through the Debenture Trustee, in accordance with the terms of this Deed. Upon the occurrence of a Security Enforcement Event, no Debenture Holder shall enforce its right or bring any action under the Deed independently against the Company and shall be required to exercise all its rights under this Deed through the Debenture Trustee.

Provided that the determination by Super Majority or Majority Debenture Holders, if relating to a series or tranche shall be binding on all the Debenture Holders in terms hereof or Debenture Holders of the relative series/tranche and no individual Debenture Holder shall act in any manner inconsistent with such determined action.

18. AVOIDANCE OF PAYMENTS

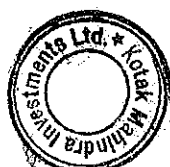
- 18.1 The Security created under this Deed and under Deed of Hypothecation shall not be affected, impaired or discharged by the dissolution (voluntary or otherwise) or by any merger or amalgamation, reconstruction or otherwise of the Company with any other Company or take-over of the management of the company or change in control of the Company.

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18.2 If any amount paid by the Company in respect of the Secured Obligations is voided or set aside on the winding-up, liquidation or dissolution or administration of the Company or otherwise, then for the purpose of the Security Documents such amount shall not be considered to have been paid when such payment is returned to the Company or any other claimant by the Debenture Trustee or the Debenture Holders.

- 18.3 No change whatsoever in the constitution of the Company shall impair or discharge the liability of the Company to the Debenture Trustee hereunder.

19. MODIFICATIONS TO THESE PRESENTS



Any modifications to these Presents shall be made only upon the concurrence of the Company and the Debenture Trustee, and in writing. The Debenture Trustee shall not be required to seek the consent of the Debenture Holders in making any modifications to these presents, unless expressly required under the terms of these presents.

20. NOTICES

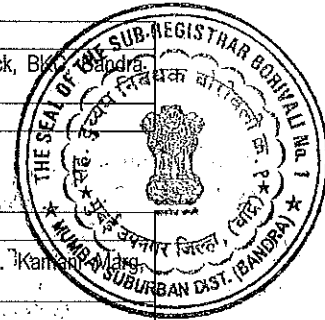
- 20.1 Any notice, demand, communication or other request (individually, a "Notice") to be given or made under this Deed shall be in writing. Such Notice shall be delivered by hand, registered mail (postage prepaid and with acknowledgement due), recognized overnight courier service to the party to which it is addressed at such party's address specified below or at such other address as such party shall from time to time have designated by 15 (fifteen) days' prior written Notice to the Lenders.
- 20.2 All such notices and communications shall be effective (a) if sent by person, when delivered, (b) if sent by courier, when proof of delivery is received (and (c) if sent by registered letter when acknowledgement of delivery is received. In case of sub Clause (b) and (c), in case proof/ acknowledgement is not received, notices and communications shall be effective upon receipt of 'remark of non-acceptance / refusal to accept', from the courier agency/ postal authority.
- 20.3 For the purposes of the above Clauses the addresses for Notices in respect to the Company and the Debenture Trustee shall be as follow:

(a) Company

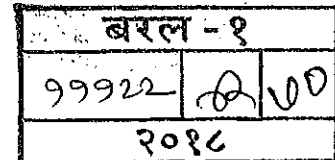
Attention	:	Mr Hiren Vora
Address	:	12 BKC, 3 RD Floor, Plot C-12, G Block, BKC, Bandra East, Mumbai 200051
Telephone	:	022-62185358

(b) Debenture Trustee

Attention	:	Mr. Subrat
Address	:	Asian Building, Ground Floor, 17, R. Kanungo Marg, Ballard Estate, Mumbai - 400 001
Telephone	:	+91 22 4080 7000



- 20.4 Any notice given under or in connection with this Deed must be in English.
- 20.5 This Clause 20 (Notices) shall survive the termination or expiry of this Deed.



21. DISPUTES AND GOVERNING LAW

- 21.1 This Deed shall be governed by and construed in accordance with the laws of India.
- 21.2 The Parties agree that for all matters which cannot be determined by way of arbitration as set out in Clause 21.4 below, the courts and tribunals at Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Transaction Document(s) and that accordingly, any suit, action or proceedings arising out of or in connection with the Transaction Document(s) may be brought in such courts.
- 21.3 This Clause 21 shall survive the termination of this Deed.
- 21.4 Arbitration and Jurisdiction
- (a) Without prejudice to Clause 21.2 above, the Parties shall endeavor to settle any dispute, controversy or claim arising out of or relating to this Deed or any related agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), through consultations and negotiations by their respective chief executive officers (or Person of equivalent designation).
- (b) If no settlement can be reached through consultations of the Parties within 30 (thirty) days of one Party delivering a written notice of the Dispute to the other Party, then such matter shall, be resolved and finally settled in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment and the rules made thereunder (the "Arbitration Act"). The Parties consent to a single, consolidated arbitration for all Disputes that may at the time exist. The arbitral



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tribunal shall be composed of one arbitrator selected by mutual agreement of the Parties. In the event that the Parties are unable to agree upon a sole arbitrator, then the Company shall appoint 1 (One) arbitrator and the Debenture Trustee (on the instructions of the Super Majority or with the authority of the Super Majority Resolution or on the instructions of the Majority Debenture Holders or with the authority of the Majority Resolution of the relevant series/tranche in case the Dispute arises in respect of one series/tranche, as the case may be) shall jointly appoint 1 (One) arbitrator and the 2 (Two) appointed arbitrators shall appoint the third arbitrator who shall be the presiding arbitrator. The cost of arbitration shall be borne by the Parties equally unless otherwise directed by the arbitrators.

- (c) The arbitration proceedings shall be conducted in the English language and any document not in English submitted by any Party shall be accompanied by an English translation. The arbitration proceedings shall be held in Mumbai. The arbitrator shall determine the Dispute in accordance with the laws of India. The text of the award shall be in English.
- (d) For the purposes of arbitration mentioned in this Clause 21.4, the Courts in Mumbai in the State of Maharashtra shall have jurisdiction in respect of any suit, petition, reference or other filing permitted or required to be made pursuant to the Arbitration and Conciliation Act, 1996 in respect of the matters arising out of this Deed.

22. REDRESSAL OF INVESTOR GRIEVANCES

The Company shall promptly and expeditiously attend to and redress the grievances, if any, of the Debenture Holders. The Company further undertakes that it shall promptly comply with the suggestions and directions that may be given in this regard, from time to time, by the Debenture Trustee and shall advise the Debenture Trustee periodically of the compliance. All grievances relating to the issue may be addressed to the compliance officer of the Company ("Compliance Officer") giving full details such as name, address of the applicant, date of the application, application number, number of Debentures applied for, amount paid on application and the place where the application was submitted. The Company shall make best efforts to settle investor grievances expeditiously and satisfactorily within 30 (Thirty) days from the date of receipt of such complaint. In case of non-routine complaints and where external agencies are involved, the Company shall make best endeavours to redress these complaints as expeditiously as possible. The Compliance Officer of the Company may also be contacted in case of any pre-issue/post issue related problems.

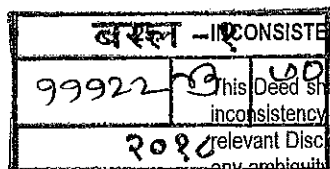


23. COSTS AND EXPENSES

All costs and expenses arising out of the issuance of the Debentures (including but not limited to any amounts payable under Applicable Law as stamp duty on the issuance of the Debentures or any amounts payable to the rating agency towards its fees for rating of the Debentures) or the listing of the Debentures, wherever applicable, thereafter on a stock exchange or creation of the security (including but not limited to any amounts payable under Applicable Law such as stamp duty and registration charges in relation thereto) as well as all costs and expenses arising out of the negotiation, preparation and execution of this Deed or any other agreement, document or other writings executed pursuant to the provisions of this Deed including all costs, charges, expenses, fees of the Debenture Trustee shall be solely borne by the Company. In the event the Debenture Trustee incurs any of the said expenditure (without being obliged to do so) the Company shall promptly reimburse the same, and until such reimbursement, the same shall be a charge on the Security.

24. ENTIRE AGREEMENT

This Deed supersedes all discussions and agreements (whether oral or written, including all correspondence) prior to the date of this Deed among the Parties with respect to the subject matter of this Deed.



This Deed shall be read in conjunction with the other Transaction Documents. In case of any ambiguity or inconsistency or differences between this Deed and a relevant Disclosure Document(s), the terms of the relevant Disclosure Document(s) shall prevail. In so far as Hypothecated Assets are concerned, in case of any ambiguity or inconsistency or differences between this Deed and the Deed of Hypothecation, the Deed of Hypothecation shall prevail.

26. WAIVER

Any term or condition of this Deed may be waived at any time by the Party that is entitled to the benefit thereof, subject to the condition that Debenture Trustee for this purpose shall act with the consent of Super



Majority or with the authority of the Super Majority Resolution, provided such term or condition can be waived. No failure or delay on the part of the Debenture Trustee in exercising any power, right or remedy under this Deed shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. Such waiver must be in writing and must be executed by an authorised officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion. All remedies and benefits, either under this Deed, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

27. SEVERABILITY

If any provision of this Deed is held to be illegal, invalid, or unenforceable under any present or future law (a) such provision will be fully severable; (b) this Deed will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Deed will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.



SCHEDULE I

FINANCIAL COVENANTS AND CONDITIONS



1. DEBENTURES TO RANK PARI PASSU

The Debentures shall, between the Holder(s) of the Debentures of each series / tranche, inter-se rank *pari passu* without any preference or priority of one over the other or others of them whatsoever. The Security shall between the Holder(s) of the Debentures of all the series / tranches, inter-se rank *pari passu* without any preference or priority whatsoever.

2. APPLICATION

Every person eligible to subscribe to the private placement offer shall apply in the private placement cum application letter issued to such person by the Company along with the application/ subscription money which shall be paid either by cheque or demand draft or any other banking channel and not by cash.

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3. COUPON

3.1 Interest on Application Money

The Company shall be liable to pay to Debenture Holders interest on application money at the rate and manner specified in the Disclosure Document(s) in respect of the relevant tranche/series of the Debentures.

3.2 Coupon Rate and manner of payment

The Company shall be liable to pay the Debenture Holders interest on the series/tranche Debentures at the rate (if any) specified in the Disclosure Document(s) ("Interest Rate" or "Coupon Rate"), and such Coupon Rate/Interest Rate shall be payable in such manner as specified in the Disclosure Document(s) in respect of the relevant series/ tranche of the Debentures.

Payment of interest on the Debenture(s) will be made to those of the Debenture Holders whose name(s) appear in the register of debenture holder(s) (or to the first holder in case of joint holders) as on the Record Date fixed by the Company for this purpose and /or as per the list provided by the Depository to the Company of the beneficiaries who hold Debentures in demat form on such Record Date, and are eligible to receive interest. Payment will be made by the Company after verifying the bank details of the investors as



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furnished by them by way of direct credit through Electronic Clearing Service (ECS), Real Time Gross Settlement (RTGS) or National Electronic Funds Transfer (NEFT) and where such facilities are not available the Company shall make payment of all such amounts by way of cheque(s)/demand draft(s)/interest warrant(s), which will be dispatched to the debenture holder(s) by registered post/ speed post/ courier or hand delivery on or before the Interest Payment Dates as specified in the Disclosure Document(s).

3.3 Computation of Interest

All interest (if any) accruing on the face value of the Debenture shall accrue as specified in the Disclosure Document(s) in respect of the relevant tranche/series.

3.4 Interest payment dates

The interest payments (if any) shall be made to the Debenture Holders on such dates as may be specified in the relevant Disclosure Document(s) ("Interest Payment Dates"), in respect of the relevant tranche/series.

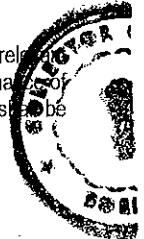
3.5 Default interest

In case of default in payment of interest and/or principal redemption on the due dates or observance of any other terms, conditions or covenants as per this Deed, Disclosure Document(s), in respect of a relevant tranche / series of the Debentures, additional interest/ default if applicable as specified in the Disclosure Document(s) over and above the applicable implicit yield / Coupon Rate/ Interest Rate will be payable by the Company for the defaulting period in respect of such tranche /series of the Debentures.

4. BUSINESS DAY CONVENTION

- 4.1 If the due date for payment of interest in respect of a relevant tranche/series falls on a day that is not a Business Day, then the due date in respect of such payment of interest shall be on the immediately succeeding Business Day; however, the dates of the future interest payments in respect of such relevant tranche/series would be as per the schedule originally stipulated in the relevant Disclosure Document. In other words, the subsequent interest payment schedule would not be disturbed merely because the payment date in respect of one particular interest payment has been postponed earlier because of it having fallen on a non-Business Day.

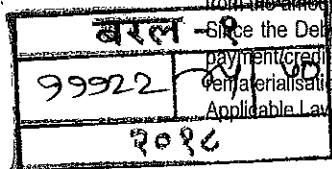
If the date for performance of any event or the maturity date/ Redemption Dates(s) in respect of a relevant tranche/series falls on a day that is not a Business Day, then the due date in respect of the performance of such event or the maturity date/ Redemption Dates(s) in respect of such relevant tranche/series shall be paid on the immediately preceding Business Day.



- 5.1 The repayment/redemption of the Debentures shall be made on the Redemption Date in the manner specified in the Disclosure Document(s) for the relevant series/tranche of the Debentures.
- 5.2 Notwithstanding anything contained in Paragraph 5.1 above, the Debentures may also be redeemed on an early redemption date by the Company if so specified in the Disclosure Document(s) for the relevant respective series/tranche of the Debentures or as may be agreed upon mutually between the Company and the relevant Debenture Holder(s).

6. TAXATION

- 6.1 Tax as applicable under the Income Tax Act, 1961, or any other statutory modification, amendment or re-enactment thereof will be deducted at source for which a certificate will be issued by the Company. As per the provisions of the Income Tax Act, 1961, with effect from June 1, 2008, no tax is deductible at source from the amount of interest payable on any listed dematerialized security, held by a Person resident in India. Since the Debentures shall be issued in dematerialized mode, no tax will be deductible at source on the payment of interest on Debentures held by any Person resident in India. In the event of rematerialisation of the Debentures, or Debentures held by Persons resident outside India or a change in Applicable Law governing the taxation of the Debentures, the following provisions shall apply:



- (a) In the event the Debentures are rematerialized and the Company is required to make a tax deduction, the Company shall make the payment required in connection with that tax deduction within the time allowed and in the minimum amount required by the Applicable Law;
- (b) The Company shall within 30 (thirty) days after the due date of payment of any tax or other amount which it is required to pay, deliver to the Debenture Trustee evidence of such deduction,



withholding or payment and of the remittance thereof to the relevant taxing or other authority.

- 6.2 Interest on application money shall be subject to Tax Deduction at Source at the rates prevailing from time to time under the provisions of the Income Tax Act, 1961 or any other statutory modification or re-enactment thereof for which a certificate will be issued by the Company.
- 6.3 For seeking TDS exemption / lower rate of TDS, relevant certificate / document must be lodged by the Debenture Holder(s) at the registered office of the Company at least 15 (fifteen) days before the interest payment becoming due. Tax exemption certificate / declaration of non-deduction of tax at source on interest on application money should be submitted along with the application form.

7. PURCHASE, RESALE AND REISSUE

- 7.1 The Company shall, subject to Applicable Law and the Disclosure Document(s) in respect of the relevant tranche/ series of the Debentures at any time and from time to time, have the power exercisable at its sole and absolute discretion to purchase some or all of the relevant tranche/ series of the Debentures held by the Debenture Holder(s) at any time prior to the specified date(s) of redemption from the open market or otherwise. Such buy-back of relevant tranche or series of the Debentures may be at par or at discount / premium to the face value at the sole discretion of the Company. The relevant tranche or series of the Debentures so purchased may, at the option of the Company, be cancelled, held or resold.
- 7.2 Where the Company has repurchased / redeemed any such relevant tranche or series of the Debentures, if permissible under and subject to the provisions of the Companies Act, 2013, Rules and Regulations thereunder and other Applicable Law as may be amended from time to time, the Company shall have and shall be deemed always to have had the right to keep such relevant tranche or series of the Debentures alive for the purpose of reissue and in exercising such right, the Company shall have and shall be deemed always to have had the power to reissue such relevant tranche or series of the Debentures, either by reissuing the same relevant tranche or series of the Debentures or by issuing other Debentures in their place, in either case, at such a price and on such terms and conditions (including any variation, deletion or additions to any terms and conditions originally stipulated) as the Company may deem fit.

PAYMENTS

Payment of the Redemption Amount of each of relevant tranche or series of the Debentures shall be made by cheque or warrant / demand draft / credit through the RTGS/ ECS/ Direct Credit/ NEFT system to the Debenture Holder(s) and in case of joint holders to the one whose name stands first in the Register of Debenture Holder(s).

9. NOMINEE DIRECTOR

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

- (i) 2 (two) consecutive defaults in payment of interest to the Debenture holders; or
- (ii) default in creation of the Security for the Debentures; or
- (iii) Any default on the part of the Company in redemption of the Debentures.

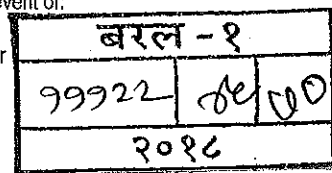
The Nominee Director so appointed shall not be liable to retire by rotation nor shall be required to hold any qualification shares. The Company shall take steps to amend its Articles of Association for the purpose if necessary.

10. TRANSFER OF DEBENTURES

The Debentures shall be freely transferable and transmittable by the Debenture Holders in whole or in part without the prior consent of the Company.

11. DEBENTURES FREE FROM EQUITIES

The Debenture Holders will be entitled to their Debentures free from equities or cross claims by the Company against the original or any intermediate holders thereof. Provided however that, in case any monies are due and payable from the Debenture Holder(s) to the Company in respect of any transaction other than that contemplated herein, the Company shall be entitled to set off such monies against the Outstanding Balance(s) owed by the Company in respect of the Debenture(s) held by such Debenture Holder(s).



12. DEBENTURE HOLDER NOT ENTITLED TO SHAREHOLDERS' RIGHTS

The Debenture Holders shall not be entitled to any of the rights and privileges available to the shareholders of the Company including right to receive notices of or to attend and vote at General Meetings or to receive Annual Reports of the Company.

13. VARIATION OF DEBENTURE HOLDER(S)' RIGHTS

The rights, privileges, terms and conditions attached to the relevant tranche or series of the Debentures may be varied, modified or abrogated with the consent, in writing, of Super majority of Debenture Holder(s) or with the authority of the Super Majority Resolution, provided that nothing in such consent or resolution shall be operative against the Company if the same are not accepted in writing by the Company.

14. INFORMATION RIGHTS AND UNDERTAKINGS

14.1 Information undertakings

The undertakings in this Paragraph 14 of **Schedule I** remain in force from the date of this Deed until all the Debentures shall have been redeemed:

(a) Financial statements

The Company shall supply to the Debenture Trustee:

- (i) as soon as the same become available, but in any event within 120 (one hundred and twenty) days after the end of each of its Financial Years, its audited financial statements for that Financial Year;
- (ii) as soon as the same become available, but in any event within 60 (sixty) days after the end of each half of each of its Financial Years its unaudited financial results as published by the Company for that half Financial Year;



provided however that in the event any relevant tranche/series of the Debentures are listed on any Exchange, the Company shall only submit the requisite financial results/statements to the Exchange/such authorities/ persons and at such frequency, as may be required under Applicable

Requirements as to financial statements

The Company shall procure that each set of financial statements delivered pursuant to this Paragraph 14 of **Schedule I** is prepared using generally accepted accounting practices, accounting bases, policies, practices and procedures and financial reference periods consistent with those applied in the preparation of the financial statements it has submitted along with the Disclosure Document(s).

(c) Stock Exchanges

The Company shall make available to the Debenture Trustee all such information as it submits to the Exchange when requested by Debenture Trustee.

15. DEBT-EQUITY RATIO

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The debt equity ratio of the Company prior to and after the issue of the Debentures is/ will be as under:-

Prior to the first issue of Debentures - As per Disclosure Document of the first tranche of the Debentures.

Post the issue of all Debentures - As per the Disclosure Document of the last tranche of the Debentures.

16. FURTHER BORROWINGS

So long as the Asset Cover Ratio is maintained at or above the Minimum Security Cover and no Event of Default has occurred and is continuing, the Company shall be entitled to create further non-exclusive, first/ second *pari-passu* or subservient mortgage and/or charge or other encumbrance on the Mortgage Property and the Hypothecated Assets in favour of other lenders/ debenture holders/ other instrument holders/ trustees/ any other Person, as and by way of security for any further Financial Indebtedness (including in the form of debentures) incurred by the Company or any of its affiliates (including borrowings raised by issue of



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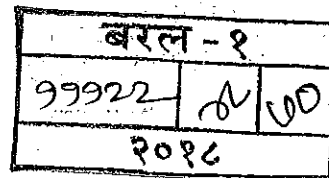


any other debentures), and the Company shall not be required to obtain any consent/approval from the Debenture Holders or the Debenture Trustee for the purposes of creating such mortgage and/or charge.

In the event the Company exercises at any times or times the right hereby given to create a further charge or encumbrance, the Company shall be entitled to call upon the Debenture Trustee to join with the Company in executing such documents / writings as may be required or deemed necessary by the Company. Further, notwithstanding anything to the contrary contained in this Deed, so long as the required Asset Cover Ratio is maintained at or above the Minimum Security Cover in terms of this Deed, the Company shall have all the rights to deal with the Security in the normal course of business including, *inter alia*, the right to securitize the Movable Properties (as defined in the Deed of Hypothecation), including by way of direct assignment.

17. CONSOLIDATION OF ISINS:

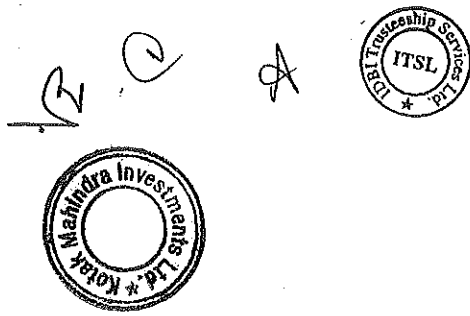
- (a) So long as the terms and conditions of the existing securities of the Company (under the respective issues) in the International Securities Identification Number (ISIN) are not revised (i) otherwise than as may be required/permitted by regulations; or (ii) which results in breach of or violation of the regulations from time to time, which specifically precludes such revision, the Company reserves the right/is entitled to add additional securities (for such additional amounts as may be issued by the Company from time to time) to the existing ISIN from time to time under such terms and conditions, which may / may not be different from the existing securities under the respective issues under the same ISIN. Such additional securities and their terms may be such as are permitted by regulations or not specifically precluded by regulations from time to time. Further, such additional securities may be issued from time to time at such issue price, either at par or at premium or at discount to arrive at the contracted effective yield from time to time.
- (b) The securities listed by the Company under the terms of the respective transaction documents (including any Debentures issued by the Company hereunder under the terms of the respective Disclosure Document) be redeemed / bought back before maturity date by the Company, as per the financial or other terms as may have been mutually agreed upon between the Company and the security holder (or in accordance with Paragraph 5.2 of this Schedule I in respect of an early redemption of any Debentures issued under any Disclosure Document). The said redemption / buyback may be done either by pro rata basis or by lot or by any other manner whatsoever, as the Company may deem fit.
- (c) The Debenture Trustee (for and on behalf of the Debenture Holders) hereby irrevocably gives its consent to the Company to:
- (i) add such additional securities (for such additional amounts as may be issued by the Company from time to time) to the existing ISIN from time to time under such terms and conditions, which may / may not be different from the terms of securities under the respective issues existing under the said ISIN.
 - (ii) select any of the listed securities in the ISIN for redemption / buy back as the Company may solely deem fit either by pro rata basis or by lot or by any other manner whatsoever, as the Company may deem fit, before maturity, from time to time.



SCHEDULE II

DESCRIPTION OF IMMOVABLE PROPERTY

All the piece and parcel of the Immovable Property being the Flat bearing No. F/401, admeasuring 340 square feet (built up) on the fourth floor of the building known as Bhoomi Classic situated at C.T.S. No. 1406G-1/B, at village Malad, Taluka Borivali at Link Road, Opposite Life Style, Malad (W), Mumbai - 400 064 within the registration district of Bombay city & Bombay Suburban in the State of Maharashtra



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SCHEDULE III

PROVISIONS FOR THE MEETINGS OF DEBENTURE HOLDERS

So long as any sole Debenture Holder holds all the Debentures under a specific series/ tranche, then resolution in writing or a letter or letters duly signed by it or on behalf of such sole Debenture Holder shall be effective for all purposes as resolution, special or otherwise, duly passed at a meeting of the Debenture Holders under a specific series/ tranche duly held and convened in accordance with the provisions hereof.

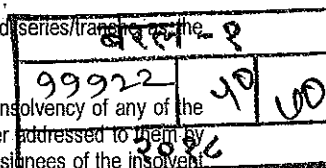
So long as any sole Debenture Holder holds all the Debentures under this Deed, then resolution in writing or a letter or letters duly signed by it or on behalf of such sole Debenture Holder shall be effective for all purposes as resolution, special or otherwise, duly passed at a meeting of the Debenture Holders under this Deed duly held and convened in accordance with the provisions hereof.

The following provisions shall apply to the meeting of the Debenture Holders or of the Debenture Holders of a specified series/ tranche as the case may be:

1. The Debenture Trustee or the Company may, at any time, and the Debenture Trustee shall at the request in writing of the Majority Debenture Holders of a specific tranche/ series, convene a meeting of Debenture Holders of that specified tranche/ series. Any such meeting of the specific tranche/ series shall be held at such place in the City where the Registered Office of the Company is situated or at such other place as the Debenture Trustee shall determine.
2. The Debenture Trustee or the Company may, at any time, and the Debenture Trustee shall at the request in writing of the Super Majority of Debenture Holders or where any action is required to be taken with the approval/consent of Super Majority of Debenture Holders, the Debenture Trustee itself may convene a meeting of all Debenture Holders under this Deed. Any such meeting of all Debenture Holders shall be held at such place in the City where the Registered Office of the Company is situated or at such other place as the Debenture Trustee shall determine.
3.
 - (i) A Meeting of the Debenture Holder(s) or the Debenture Holders of a specific series/ tranche as the case may be, may be called by giving not less than 21 (twenty one) days' notice in writing.
 - (ii) A meeting may be called after giving shorter notice than that specified in sub-paragraph (i) above, if consent is accorded thereto by Majority Debenture Holders/ the Super Majority as the case may be).
 - (i) Every notice of a meeting shall specify the place and day and hour of the meeting and shall contain a statement of the business to be transacted thereat.
 - (ii) Notice of every meeting shall be given in the same manner and modes as authorised by Section 20 of the Companies Act, 2013 as pertaining to the service of documents on the members of the Company, to the following Persons:
 - (a) every Debenture Holder or Debenture Holders under a specified series/ tranche as the case may be;
 - (b) the Persons entitled to Debentures in consequence of death or insolvency of any of the Debenture Holder(s), by sending it through post in a prepaid letter addressed to them by name or by the title of the representatives of the deceased, or assignees of the insolvent or by any like description at the address, if any, in India supplied for the purpose by the Persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighborhood of the Registered Office of the Company under Section 20 of the Companies Act, 2013, the statement of material facts referred to in Section 102 of the Companies Act, 2013 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 Debenture Holder(s) in question.

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



- (ii) Where any item of business relates to the approval of any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
7. (i) A minimum of the Majority Debenture Holder(s) of the specified series/ tranche or the Super Majority of Debenture Holders, as the case may be, personally present shall be the quorum for the relevant meeting of the Debenture Holders.
- (ii) If, within half an hour from the time appointed for holding any such meeting of the Debenture Holder(s), a quorum is not present, the meeting, if called upon the requisition of the Debenture Holder(s) of a specified tranche/ series or the Super Majority of Debenture Holders, as the case may be, shall stand dissolved but in any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Debenture Trustee may determine.
8. (i) The Debenture Trustee shall nominate 2 (two) Persons to attend each meeting one of which shall be nominated by the Debenture Trustee to act as the Chairman of the meeting and in his absence the Debenture Holder(s) personally present at the meeting shall elect one of themselves to be the Chairman thereof on a show of hands.
- (ii) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act
- (iii) If some other Person is elected Chairman as a result of the poll, he shall be Chairman for the rest of the meeting.
9. The Debenture Trustee and the Directors of the Company and their respective representatives may attend any meeting but shall not be entitled as such to vote thereat.
10. At any meeting, a resolution put to the vote of the meeting shall be decided by way of a poll.

11. At every such meeting each Debenture Holder(s) holding the Debenture(s) in respect of which he is entitled to vote, shall be entitled to voting rights proportionate to the value of the nominal amount of Debenture(s) held by such Debenture Holder(s) to the total value of the nominal amount of the then outstanding Debenture(s) in respect of the relevant series/tranche/the Debentures, as the case may be.



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

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

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

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The instrument appointing a proxy shall:-

be in writing; and

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

- (v) The instrument appointing a proxy shall be in any of the forms set out at the foot of Annexure "D" to The Companies (Central Government's) General Rules and Forms, 1956 and/or any forms prescribed under the relevant rules under the Companies Act, 2013, and shall not be questioned on the ground that it fails to comply with any special requirements specified for such instruments by the Articles of Association of the Company.
- (vi) All Debenture Holder(s) are entitled to vote at a Meeting of the Debenture Holder(s) of the Company and the Debenture Holder(s) of a specific series/ tranche are entitled to vote at a



Meeting of the Debenture Holder(s) of the Company held in relation to such tranche/ series (as the case may be) on any resolution to be moved there at shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than '3 (three) days' notice in writing of the intention so to inspect is given to the Company.

13. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Debentures in respect of which the proxy is given. Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
14. On a poll taken at any Meeting of the Debenture Holder(s) or the Debenture Holders of a specific series/ tranche, as the case may be, any of the Debenture Holder(s) entitled to more than 1 (one) vote or his proxy or other Person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.

- (i) When a poll is to be taken, the Chairman of the meeting shall appoint 2 (two) scrutineers to scrutinize the votes given on the poll and to report thereon to him.
- (ii) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
- (iii) Of the two scrutineers appointed under this Paragraph, one shall always be a Debenture Holder (not being an officer or employee of the Company) present at the meeting, provided such a Debenture Holder is available and willing to be appointed.

16. (i) Subject to the provisions of the Companies Act, 2013, 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 Debenture Holder(s), the vote of the Person whose name appears first in the Register of Debenture Holder(s) shall be accepted to the exclusion of the other joint-holder or holders.

18. The Chairman of a Meeting of the Debenture Holder(s) may, with the consent of the Debenture Holder(s) attending the Meeting, adjourn the same from time to time and from place to place, but no business 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, the Chairman of the meeting, shall be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled to as a Debenture Holder(s).

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. A meeting of the Debenture Holder(s) or the Debenture Holders of a specific series/ tranche, as the case may be shall be entitled to discuss matters and arrive at decisions in respect of all such items for which the consent of such of Debenture Holder(s) would be required in terms of the Transaction Documents.

23. A resolution shall be deemed to be validly passed at a meeting of the Debenture Holder(s) or the Debenture Holders of a specific series/ tranche, as the case may be, duly convened and held in accordance with provisions herein contained and if passed and carried by the Debenture Holder(s) by a majority representing not less than 75% (seventy five per cent) of the votes cast on such poll.

24. A resolution, passed at a meeting of the Debenture Holder(s) or the Debenture Holders of a specific series/ tranche, as the case may be duly convened and held in accordance with these presents shall be binding upon all of the Debenture Holder(s) or the Debenture Holders of that specific series/ tranche, as the case may be, whether present or not at such meeting, and each of the Debenture Holder(s) shall be bound to



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give effect thereto accordingly, and the passing of any such resolutions shall be conclusive evidence that the circumstances justify the passing thereof, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

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 Debenture Trustee at the expenses of the Company and any such minutes as aforesaid, if purported to be signed by the Chairman of the meeting at which such resolutions were passed or proceeding held or by the Chairman of the adjourned meeting shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed thereat or proceedings taken, to have been duly passed and taken. In the event that the Chairman shall expire or otherwise be unable to sign the minutes in accordance with the above, the second nominee of the Debenture Trustee shall sign the minutes on behalf of the Chairman and such signed minutes shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made.
26. Notwithstanding anything herein contained, it shall be acceptable for the Debenture Holder(s) of a specific tranche/ series to exercise the rights, powers and authorities of Debenture Holder(s) under this Deed (i) by a letter or letters signed by or on behalf of the Majority Debenture Holder(s) of a specific tranche/ series, without convening a meeting of the Debenture Holder(s) of that specific tranche/ series, as if such letter or letters constituted a resolution passed at a meeting duly convened and held as aforesaid and shall have effect accordingly; OR (ii) by a resolution passed by way of circulation by Majority Debenture Holders of a specific tranche/ series, as the case may be, without convening a meeting of the Debenture Holders of that specific tranche/ series, as if such resolution constituted a resolution duly passed at a meeting duly convened and had as aforesaid and shall have the effect accordingly.
27. Notwithstanding anything herein contained, it shall be acceptable for all Debenture Holder(s) under this Deed to exercise the rights, powers and authorities of Debenture Holder(s) under this Deed (i) by a letter or letters signed by or on behalf of the Super Majority, without convening a meeting of all the Debenture Holder(s) under this Deed as if such letter or letters constituted a resolution passed at a meeting duly convened and held as aforesaid and shall have effect accordingly; OR (ii) by a resolution passed by way of circulation by Super Majority, without convening a meeting of all the Debenture Holders as if such resolution constituted a resolution duly passed at a meeting duly convened and had as aforesaid and shall have the effect accordingly.



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SCHEDULE IV

FORMAT FOR THE RELEASE REQUEST LETTER FOR MORTGAGE

For Kotak Mahindra Investments Limited

[ON THE LETTERHEAD OF THE COMPANY]

Date:

To,

IDBI TRUSTEESHIP SERVICES LIMITED

Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate,

Mumbai - 400 001

[Date]

Dear Sir,

Re: Partial release of the Mortgage Property under the Debenture Trust Deed cum Deed of Mortgage dated ----- entered into between Kotak Mahindra Investments Limited and IDBI Trusteeship Services Limited ("Debenture Trustee").

1. This is with reference to Clause 6.8 of the Deed.
2. Under the Deed, the Company had created security over the Mortgage Property. The value of the Mortgage Property is greater than that required for the maintenance of the Asset Cover Ratio and the Company requests the release of the Mortgage Property described in Annexure 1 hereof.
3. No Event of Default has occurred and is continuing as on date.
4. The alternative property on which a first ranking *pari passu* charge shall be created as required in terms of Clause 6.8 of the Deed, is described in Annexure 2 hereof. A copy of the title verification report in respect thereof, is enclosed herewith.
5. The letter of the independent chartered accountant in terms of Clause 7.1, is set out in Annexure 2 hereof is enclosed.
6. Request you to kindly effectuate the aforementioned release by acknowledging this Release Request Letter, if the mortgage on the said alternative property has been created in your favour

All capitalised terms used herein, shall have the meanings ascribed to them in the Deed.

Yours sincerely

[Authorized Signatory for the Company]
Kotak Mahindra Investments Limited

Acknowledged and Confirmed

[•]
Debenture Trustee
Date:

Encl: As above.

Annexure 1

Annexure 2

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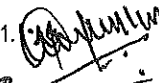

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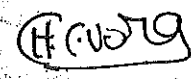
IN WITNESS WHEREOF the Company and the Debenture Trustee have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by the within named
Kotak Mahindra Investments Limited in its capacity
as the Company by the hand of
_____ duly
authorised by board resolution of the Company dated
_____ in the presence of:

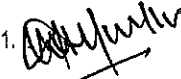

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VINOD KUMAR HARWANI

1. 
2. 



For KOTAK MAHINDRA INVESTMENTS LTD

Authorised Signatory

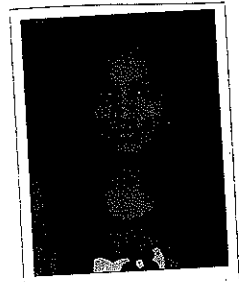
SIGNED AND DELIVERED by the within-named
IDBS Trusteeship Services Limited in
its capacity as the Debenture Trustee by the hand
of Ami Menta, Manager in the
presence of:

1. 
2. 



FOR IDBI TRUSTEESHIP SERVICES LTD.

AUTHORISED SIGNATORY



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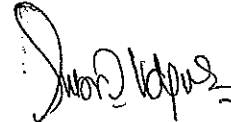
We do hereby confirm that **Ms. Ami Mehta**, of **IDBI Trusteeship Services Limited** (ITSL), whose signature is appended below, is hereby authorized to act on behalf of ITSL, for discharge of all its duties including collection of original documents, execution and registration of all documents, agreements, deeds pertaining to Kotak Mahindra Investment Limited (Rs. 3500 Crs)

**For IDBI Trusteeship Services
Limited,**


Ms. Ami Mehta



**For IDBI Trusteeship Services
Limited,**


Authorised Signatory

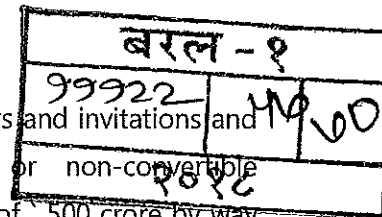
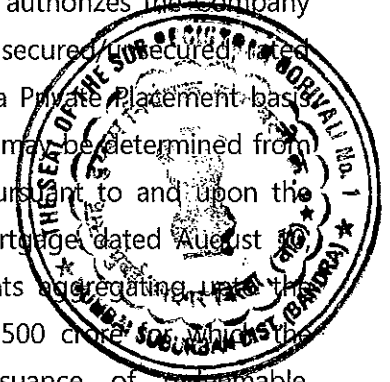


बरल - १		
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CERTIFIED THAT THE FOLLOWING IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING (4/2018-19) OF THE BOARD OF DIRECTORS OF KOTAK MAHINDRA INVESTMENTS LIMITED HELD ON SATURDAY, 14TH JULY 2018 AT 10.30 A.M. AT 9M MEETING ROOM, 9TH FLOOR, 27BKC, C27, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI- 400 051.

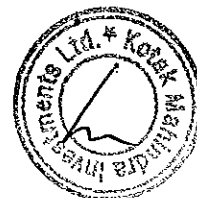
"RESOLVED THAT pursuant to the provisions of Memorandum and Articles of Association of the Company and the provisions of Section 42, 71 and Section 179 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, the Companies (Prospectus and Allotment of Securities) Rules, 2014, including amendments, modification, variation or re-enactment thereto and other applicable guidelines and listing agreements to be entered into with one or more recognized stock exchanges where the non-convertible debentures of the Company may be listed, and subject to the regulations issued by the Securities and Exchange Board of India ("SEBI") including the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008, ("Debt Regulations") and such other provisions, regulations, rules as may be applicable and subject to the approval of the shareholders at the ensuing Extraordinary General Meeting and as may be passed in future from time to time in terms of section 42 of the Companies Act, 2013 and the rules made thereunder and as the same may be amended, modified or rescinded from time to time, the Board hereby authorizes the Company to make private placement offers and invitations and issue redeemable, secured, unsecured, rated and/or unrated, listed and/or unlisted non-convertible debentures on a Private Placement basis from time to time with such issue size, coupon/interest rate, pricing as may be determined from time to time in one or more tranches/series under applicable law, pursuant to and upon the terms and conditions of: (i) Debenture Trust Deed cum Deed of Mortgage dated August 10, 2015 and Deed of Hypothecation dated August 10, 2015 for amounts aggregating upto the unutilized limits of `95.50 crore thereunder out of the limit of ` 3,500 crore, which the security is created thereunder, and/or (ii) Any new/further issuance of redeemable, secured, unsecured, rated and/or unrated, listed and/or unlisted non-convertible debentures on a Private Placement basis debenture upto an additional aggregate face value of ` 3500 crore under any other /new debenture trust deed and/or under any other document as may be made /signed /issued;

(iii) the Company do make and/or continue to make private placement offers and invitations and issue redeemable, secured/ unsecured non-convertible, debentures or non-convertible debentures secured by way of negative lien, up to an aggregate face value of ` 500 crore by way

**Kotak Mahindra Investments Ltd.**

CIN U65900MH1988PLC047986 T +91 22 62185000
3rd Floor 12BKC, Plot C-12 F +91 22 62215400
G Block, Bandra Kurla Complex www.kotak.com
Bandra (East), Mumbai - 400 051

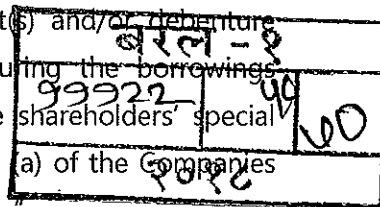
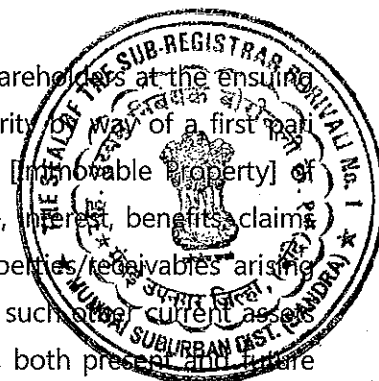
Registered Office:
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Bandra Kurla Complex
Bandra (E), Mumbai - 400 051
India.



of Nifty Linked Non-convertible Debentures (NLD's) or any other Market Linked Non - Convertible Debentures (MLD's) (i.e. by linking to any other Market linked benchmark and that approval to such linking be delegated to ALCO) in one or more tranches either out of the unutilized limit of `95.50 crore under the Debenture trust Deed (cum Mortgage Deed) and Deed of Hypothecation dated August 10, 2015 executed by and between the Company and IDBI Trusteeship Services Limited as per point (i) above or out of the additional aggregate face value of upto ` 3,500 crore under any other/ new debenture trust deed and/or any other document as may be made/signed/issued as per point (ii) above, in addition to the outstanding already issued, if any, subject to the overall outstanding under all NLD's/MLD's not exceeding `500 crore at any time. and subject to the debentures issued under (i) (ii) and or (iii) above and outstanding at any point in time being within the overall borrowing limits as approved/may be approved by the shareholders by the special resolution under section 180 (1) (c) (currently `10,000 crore) of the Companies Act, 2013 and each of said resolutions as may be amended or modified or rescinded from time to time;

"RESOLVED FURTHER THAT the company to trade in nifty /market linked futures and options (if required) to hedge the risk associated with returns to be paid to investors of the Nifty Linked Debentures/Market Linked Debentures. "

"RESOLVED FURTHER THAT the Board subject to the approval of the shareholders at the ensuing Extraordinary General Meeting, authorizes the Company to create security by way of a first pari passu mortgage over all right, title and interest of the Company over [Immovable Property] of the Company and security by way of hypothecation over all rights, title, interest, benefits, claims and demands of the Company over all or any of the moveable properties/receivables arising out of loan, lease, hire purchase transactions, all other book debts and such other current assets as may be identified by the Company from time to time, investments, both present and future whether such monies receivable are retained in any of the accounts of the Company or otherwise, current assets of the company in favour of lender(s), agent(s) and/or debenture trustee(s) for the benefit of the lender(s)/debenture holder(s), for securing the borrowings availed/to be availed by the Company subject to the limit set under the shareholders' special resolution under Sections 180(1)(c) (currently Rs10,000 crores) and 180 (1) (a) of the Companies Act, 2013, as may be amended or modified or rescinded from time to time."



"RESOLVED FURTHER THAT the Company be and is hereby authorised to execute and ratify the necessary or requisite agreement(s) with the National Securities Depository Limited and the

Kotak Mahindra Investments Ltd.

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India.



Central Depository Services (India) Limited for the issue of the Debentures in the dematerialised form."

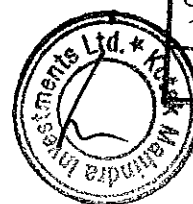
"RESOLVED FURTHER THAT the Company be and is hereby authorised to appoint such arranger for identifying investors who shall subscribe to the Debentures, such rating agency for the purposes of rating the Debentures and such registrar and transfer agent as may be required to be appointed in connection with the issuance of the Debentures."

"RESOLVED FURTHER THAT the Board hereby authorizes the Company to execute and ratify the necessary or requisite agreement(s) with any recognized stock exchange and provide all such documents and information as may be required by the stock exchange, for the purposes of listing the Debentures where the Non-Convertible Debentures are proposed to be listed."

"RESOLVED FURTHER THAT the approval of the Board be and is hereby granted to the Company for issuing Shelf Disclosure Document/s / Information Memorandum/s from time to time, in accordance with the provisions/regulations/guidelines as may be prescribed by SEBI, RBI; or any other regulatory authority, as amended from time to time; or otherwise; which may or may not be hosted on the website of the BSE Limited ("BSE") or the National Stock Exchange of India Limited ("NSE") under wholesale debt market segment or any other stock exchange, for the purpose of issuance of Non-Convertible Debentures."

"RESOLVED FURTHER THAT the series of debentures as aforesaid, in each tranche / series be construed as separate approvals under the Companies Act, 2013."

"RESOLVED FURTHER THAT the Board hereby authorizes the Company to do all such acts, deeds, things and execute or amend or modify or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation, the opening of bank accounts, opening of demat accounts, the registration of the charge and filing of relevant forms with the Registrar of Companies, appearing before the office of the appropriate Sub-Registrar of Assurances, appointment of such intermediaries as may be required in relation to the issuance of the Debentures, including arrangers and legal counsels, the Registrar to the issue and other advisors as may be required and making payment of their fees."



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Kotak Mahindra Investments Ltd.

CIN U65900MH1988PLC047986

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www.kotak.com

• Bandra (East), Mumbai - 400 051

Registered Office:

27BKC, C 27, G Block

Bandra Kurla Complex

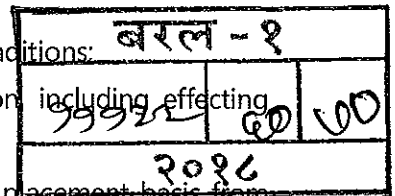
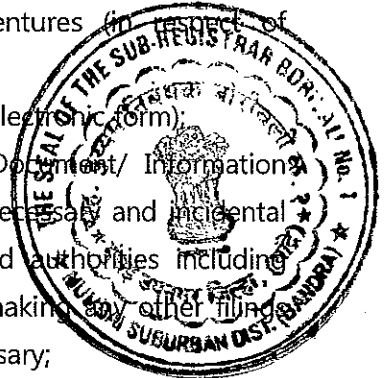
Bandra (E), Mumbai - 400 051
India.

"RESOLVED FURTHER THAT, in connection with any Debentures issued in exercise of the aforesaid authority, any two of the following:

Mr. Paritosh Kashyap
Mr. Deepak Goel
Mr. Jignesh Dave
Mr. Deven Shah
Mr. Sandip Todkar
Mr. Rohit Singh
Mr. Shailendra Sabhnani
Mr. Rohit Murarka
Ms. Priyanka Goyal
Mr. Hiren Vora
Mr. VinodKumar Harwani

("Authorised Signatories") be and are hereby authorized jointly to:

- allot such debentures as may be deemed fit, from time to time;
- issue the Letter (s) of Allotment evidencing the allotment of Debentures (in respect of Debentures issued in physical form);
- issue instructions to the depositories (in respect of Debentures issued in electronic form);
- sign, issue and file Private Placement Offer Letter, Shelf Disclosure Document/ Information Memorandum or any other document(s) as may be necessary, take all necessary and incidental actions in respect thereof including filing of forms with the concerned authorities including Registrar of Companies including PAS-3, PAS-4, PAS-5, PAS-6, etc., or making any other filing and correspondence with any other authority as and when deemed necessary;
- declarations with the Stock Exchange(s) or Regulatory Authorities for and on behalf of the Company in accordance with the applicable law;
- determine issue size(s), pricing, coupon/interest rate(s), other terms and conditions;
- do all such acts, deeds and things as may be necessary in this connection including effecting variations in the terms of issue, rate of interest, date of redemption;
- intimate stock exchange(s) about the intention to raise funds on a private placement basis from time to time in one or more tranches/series, from time to time as per the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as may be amended or modified or rescinded from time to time.

**Kotak Mahindra Investments Ltd.**

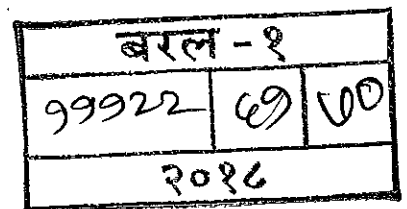
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- to negotiate, finalise and execute or ratify, on behalf of the Company, the Debenture Trust Agreement/letter for the terms and conditions and appointment of the Debenture Trustee and the Debenture Trust Deed or any other document setting out inter alia the terms upon which the debentures are being issued and to do all such acts, deeds and things as may be necessary or expedient to implement these resolutions and to do and execute all acts and deeds as may be required by the Debenture Trustee in connection with the aforesaid.
- approve, negotiate, amend, upon execution and at any time thereafter, finalise, sign and execute from time to time letters of appointment of agents/intermediaries, including agreements to be entered into with National Securities Depositories Limited and/or Central Depository Services Limited if any, any undertakings, information memorandum, the Debenture Trust Deed cum Deed of Mortgage, Deed of Hypothecation and other necessary documents pertaining to creation of security / registration and satisfaction of charge on behalf of the Company, appoint related agencies, advisors; etc. and
- do things and to execute all documents, undertakings, bonds, affidavits, writings, deeds and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable in this regard.

"RESOLVED FURTHER THAT Debenture Certificate(s) be issued, in exchange of the said Letter(s) of Allotment, if any, under the Common Seal of the Company, to be affixed as per the Articles of Association of the Company and prevalent Act, rules, Laws thereunder in respect of Debenture Certificate(s) issued in electronic form, the instruction to the depositories for conversion of Letter(s) of Allotment to Debentures be issued under the single signature of any of the Directors of the Company or Company Secretary.

"RESOLVED FURTHER THAT the Common Seal of the Company, if required, may be affixed to the stamped engrossment of the Debenture Trust Deed(s) and the security documents as may be finalized and to such other documents as may be required to be executed under the Common Seal of the Company to be affixed as per the Articles of Association of the Company and as per the prevalent Act rules thereunder."

**Kotak Mahindra Investments Ltd.**

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www.kotak.com

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India.

"RESOLVED FURTHER THAT the aforesaid resolutions shall come into effect immediately and a copy of the foregoing resolution certified to be a true copy by any of the Directors/ Authorised Signatories be furnished to such parties concerned with respect to the issue of Debentures."

CERTIFIED TRUE COPY

For **KOTAK MAHINDRA INVESTMENTS LIMITED**



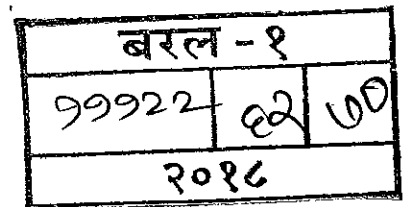
JIGNESH DAVE

COMPANY SECRETARY

Membership No.A15604



Address : 802-RNA Regency Park Tower,
MG Road, Kandivali (West),
Mumbai, 400067,
Maharashtra, India.

**Kotak Mahindra Investments Ltd.**

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India.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA


HIREN C VORA

C S VORA

14/10/1979

Permanent Account Number
ADMPV4305L

Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA


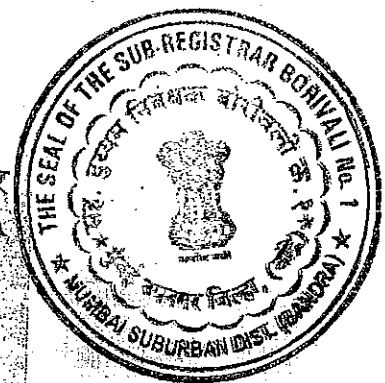
VINODKUMAR HARWANI

RAMESH HASMATRAI HARWANI

28/05/1987

Permanent Account Number
ACXPH3623F

Signature

बरल - १		
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INCOME TAX PAN SERVICES UNIT

(Managed by NSDL e-Governance Infrastructure Limited)

5th Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony,
Near Deep Bunglow Chowk, Pune - 411 016.

F. No. DIT(S)/PAN/ITMN_REG

Dear Sir / Madam,

Permanent Account Number (PAN)

AAACH1075K



Your request for changes / corrections in PAN data / reprint of PAN card has been processed and new PAN card is enclosed.

We wish to inform you that quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN in all communications with department as it helps to improve taxpayer services.

Income Tax Department maintains a website – www.incometaxindia.gov.in and Aayakar Sampark Kendra (Phone - 1800 - 180 - 1961) for providing information and services to citizens. This site contains detailed information on PAN also.

Income Tax Department

PKG ID: PCC / 00013 / 04072014_01 / BLU

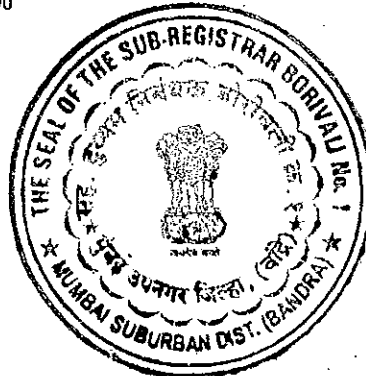


MUM / 332 / 8820302137872251191 / 110064490

KOTAK MAHINDRA INVESTMENTS LIMITED

KOTAK MAHINDRA INVESTMENTS LIMITED,
C-27, G BLOCK, 27 BKC,
BANDRA KURLA COMPLEX, BANDRA EAST,
MUMBAI.

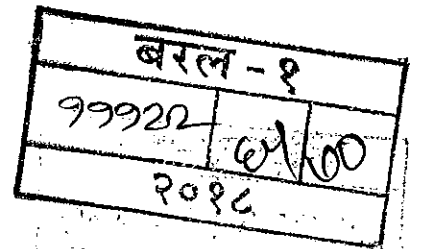
MAHARASHTRA - 400051	
CIN NO. 22 67594924	
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(This being a computer-generated letter, no signature is required)

गावाचे नाव : मालाड

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	रु.925000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 659778
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :विभागाचे नाव - मालाड (दक्षिण) (बोरीवली), उपविभागाचे नाव - 63/301 - भुभाग: उत्तरेस वॉर्ड हद्द , पूर्वेस लिंक रोड, दक्षिणेस गावाची सीमा व पश्चिमेस खाडी, सि टी एस नं. 1406, सदनिका क्रं. 401, 4 था माळा, एफ विंग, "भुमी क्लासिक"
(5) क्षेत्रफळ	बांधीव मिळकतीचे क्षेत्रफळ 27.32 चौ.मी. आहे.
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	नाव:-मे/- भुमी एवोरा बिल्डर्स चे भागीदार अक्षय दोशी तर्फे मुखत्यार किशोर - पारेख ,
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	नाव:-कोटक महिंद्रा इनव्हेस्टमेंट्स लि चे ऑथोराईज सिग्नेटरी सचिन - सामंत ,
(9) दस्तऐवज करून दिल्याचा दिनांक	26/02/2004
(10)दस्त नोंदणी केल्याचा दिनांक	27/02/2004
(11)अनुक्रमांक,खंड व पृष्ठ	1696/2004
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	35000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	9500
(14)शेरा	-





सुधाकर शिवराम गावखडकर
Sudhakar Shivram Gavkhadkar
जन्म तारीख/DOB: 24/04/1970
पुरुष/ MALE



3349 0618 0023

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

बी/7 आकृती अपार्टमेंट 1

फ्लोर सूरज कॉम्प्लेक्स

सीएचएस, राजाजी पथ, म्हात्रे

नगर डोंबिवली ईस्ट, कल्याण,

टिळकनगर, ठाणे

महाराष्ट्र, 421201

Address:

B/7 Akruti Apartment 1st Floor

Suraj Complex CHS, Rajaji

Path, Mhatre Nagar Dombivali

East, Kalyan, Tilaknagar,

Thane

Maharashtra, 421201

Aadhaar - Aam Aadmi ka Adhikar

आयकर विभाग

INCOME TAX DEPARTMENT

RAJU G SALVI

GAJANAN SALVI

28/01/1981

Permanent Account Number

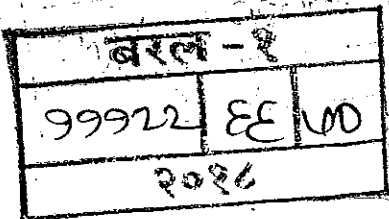
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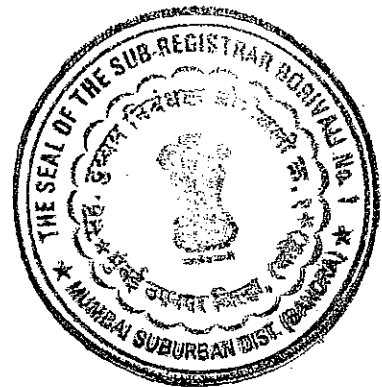
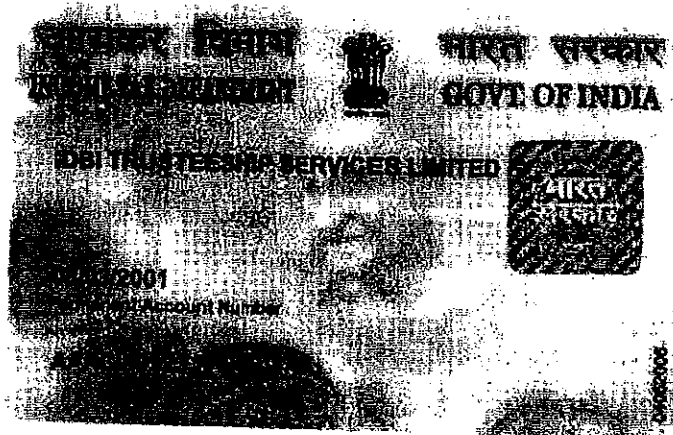
Signature



भारत सरकार

GOVT. OF INDIA





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दस्त क्रमांक: बरल-१/11122/2018

बाजार मूल्य: रु. 00/-

मोबदला: रु. 35,00,00,00,000/-

भरलेले मुद्रांक शुल्क: रु.10,01,500/-

दु. नि. सह. दु. नि. बरल-१ यांचे कार्यालयात

अ. क्र. 11122 वर दि.03-10-2018

रोजी 12:33 म.नं. वा. हजर केला.

पावती:12645

पावती दिनांक: 03/10/2018

सादरकरणाचा नाव: - - आयडीबीआय ट्रस्टीशीप सर्विसेस ली लॉफे ऑथोराईज
सिग्रेटरी अॅमी मेहता

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1400.00

पृष्ठांची संख्या: 70

दस्त हजर करणाऱ्याची सही:

एकुण: 31400.00

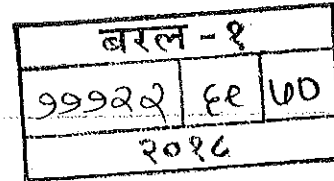
सह दुय्यम निबंधक, बोरीवली क्र.-१:
दु. नि. सह. मुंबई उपनगर जिल्हा.सह दुय्यम निबंधक, बोरीवली क्र.-१:
दु. नि. सह. मुंबई उपनगर जिल्हा.

दस्तावा प्रकार: गहाणखत

मुद्रांक शुल्क: ब) जेव्हा उपोक्त प्रमाणे कब्जा दिलेला नसेल किंवा देण्याचे कबूल केले नसेल तेव्हा

शिवका क्र. 1 03 / 10 / 2018 12 : 33 : 00 PM ची वेळ: (सादरीकरण)

शिवका क्र. 2 03 / 10 / 2018 12 : 36 : 02 PM ची वेळ: (फी)



प्रतिज्ञापत्र

सदर तलापेदलास नोंदणी क्रमांक ११२८ अंतर्गत असलेल्या वास्तुन्यासास नोंदणीस
दाखला केलेला आहे. * दस्तऐवज संतुर्ण पत्रवृत्त, विचारात घ्यावो, आधीवर व
सोबत जोडलेल्या कायदेशीर सहाय्याने दस्तऐवज * दस्तऐवज संतुर्ण पत्रवृत्त, विचारात घ्यावो, आधीवर व
कायदेशीर सहाय्याने दस्तऐवज * दस्तऐवज संतुर्ण पत्रवृत्त, विचारात घ्यावो, आधीवर व

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लिहून घेणारे :

लिहून घेणारे :





03/10/2018 12 55:27 PM

दस्त गोषवारा भाग-2

बरल-१

दस्त क्रमांक:11122/2018

दस्त क्रमांक :बरल-१/11122/2018

दस्ताचा प्रकार :-गहाणखत

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:- कोटक महिंद्रा इन्व्हेस्टमेंट ली तर्फे ऑथोराईज सिग्रेटरी हिरेन व्होरा पत्ता: प्लॉट नं सी-27, - 27 बी के सी, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा पु मुंबई, -, ब.ण. भवन, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर: AAACH1075K	कर्ज घेणार - पार्टी वय :-38 स्वाक्षरी:- 		
2	नाव:- कोटक महिंद्रा इन्व्हेस्टमेंट ली तर्फे ऑथोराईज सिग्रेटरी विनोदकुमार हरवानी पत्ता: प्लॉट नं सी-27, - 27 बी के सी, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा पु मुंबई, -, ब.ण. भवन, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर: AAACH1075K	कर्ज घेणार - पार्टी वय :-31 स्वाक्षरी:- 		
3	नाव:- आयडीबीआय ट्रस्टीशीप सर्विसेस ली तर्फे ऑथोराईज सिग्रेटरी अमी मेहता पत्ता:- तळ मजला, एशियन बिल्डींग, 17, आर. कमानी मार्ग, मुंबई, -, बाळांनाटे, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:	कर्ज देणार - बँक वय :-29 स्वाक्षरी:- 		

वरील दस्तऐवज करुन देणार तथाकथीत गहाणखत चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 03 / 10 / 2018 12 : 38 : 50 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

- 1 नाव:- राजू साळवी
वय:38
पत्ता: प्लॉट नं सी-27, 27 बी के सी, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा पु मुंबई
पिन कोड: 400051

स्वाक्षरी

- 2 नाव:- सुधाकर गावखडकर
वय:48
पत्ता: वाडिया गांधी आणि कं. फोर्ट, मुंबई
पिन कोड: 400001

प्रमाणित करण्याचे येते, की या दस्तावेजात एकूण ०० पाने आहेत.

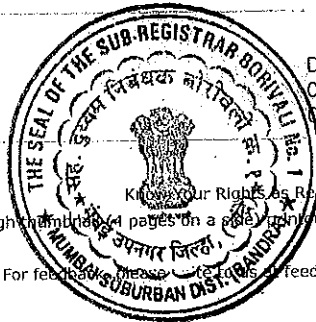
सह. मुख्य निबंधक, बोरीवली क्र.-१
मुंबई उपनगर जिल्हा.

शिक्का क्र.4 ची वेळ: 03 / 10 / 2018 12 : 42 : 38 PM

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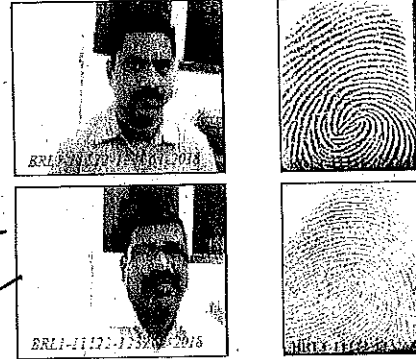
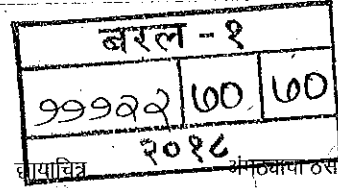
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1 0210201800846
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मुंबई उपनगर जिल्हा



बरल १/९९९२२/२०१८
पुस्तक क्रमांक-१, क्रमांक.....वर
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